

These Rental Terms and Conditions (the "Rental T&C") effective September 3, 2019 are incorporated into each Rental Agreement by reference for all purposes and are binding on CCI and Lessee.

1. DEFINITIONS AND OTHER TERMS. The term "Agreement" as used herein means the certain Rental Agreement entered into by Lessee and Cross Country Infrastructure Services USA, Inc., the Rental Picking Sheet/Contract related to the Rental Agreement, the Project Information Sheet, and these Rental T&C. Any terms or conditions of Lessee contained in any purchase order or other document, which are either different from or additional to the terms of the Agreement are excluded from, and not made a part of, the Agreement, unless expressly authorized in writing by an authorized representative of CCI. The term "CCI" means Cross Country Infrastructure Services USA, Inc, its divisions, subsidiaries and affiliates. The term "Lessee" means the Lessee identified on the Rental Agreement. The term "Equipment" means that Equipment identified in the Rental Agreement. The term "Project" means the project identified on the Project Information Sheet, or any project on which the Equipment is used at any time during the Rental Period. Capitalized Terms in these Rental T&C have the same meaning as used in the Rental Agreement unless otherwise provided.

2. PROJECT INFORMATION, LOCATION, CONTACT WITH PROJECT PERSONNEL.

2.1 PROJECT INFORMATION. Upon execution of this Agreement, Lessee will additionally fully complete and execute a Project Information Sheet (which will be incorporated into the Agreement) providing CCI with the information requested therein along with a copy of its agreement with the owner of the Project, the general contractor on the Project, or subcontractor on the Project, as applicable. The information required by this Subsection 2.1 and the Project Information Sheet is hereinafter referred to as the Project Information.

2.2 LOCATION. Lessee agrees to use the Equipment only on the Location(s) and for the Project(s) identified in the Project Information Sheet(s).

2.3 REQUEST FOR CHANGE. If Lessee seeks to change Location or Project, Lessee shall notify CCI in writing and provide CCI with a fully complete and executed Project Information Sheet containing the requested change(s) and corresponding new information (the "Request for Change") and if applicable a copy of its agreement with the owner of the new Project, the general contractor on the Project, or subcontractor on the new Project, as applicable. CCI, in CCI's sole discretion, may consent to or deny Lessee's Request for Change. If CCI does not give Lessee a written response to the Request for Change within five (5) business days of the date of the Request for Change, the Request for Change shall be deemed accepted. If accepted, the new Project

Information Sheet will be considered incorporated into the Agreement.

2.4. CONTACT WITH PROJECT PERSONNEL. Lessee consents to CCI contacting the owner and/or the general contractor of the Project regarding information related to the Project as well as the Equipment and rental amounts thereof leased by Lessee from CCI, even if such amounts are not yet due CCI.

3. GUARANTY AND JOINT CHECKS. While this Agreement is in effect, Equipment leased by Lessee has not yet been returned to CCI, and/or Lessee owes funds to CCI under this Agreement or any other equipment rental agreement, in CCI's sole discretion, CCI may require: (a) a guaranty by one or more persons or entities of Lessee's obligations under this Agreement, in the form required by CCI; and/or (b) a written agreement (in form and substance acceptable to CCI) between the Lessee, CCI and the owner of a Project, general contractor on a Project, and/or Lessee's direct upstream contractor on a Project, as applicable, to issue joint checks payable to Lessee and CCI for the amounts due CCI for the use of the Equipment on the Project and Lessee appoints CCI as Lessee's attorney in fact to sign any joint check issued. Failure to fully comply with (a) or (b) is a default under this Agreement. CCI's election to require a joint check does not relieve Lessee of its obligation of timely payment

4. RENTAL TERM, RENTAL PERIOD AND CANCELLATION PRIOR TO DELIVERY. A Rental Term of a month shall mean one month consisting of 28 days ("Month"). A Rental Term of a week shall mean one week consisting of 7 days ("Week"). After the initial Rental Term, the Rental Term shall be automatically renewed on a Rental Term to Rental Term basis until terminated in accordance with the provisions herein. The term "Rental Period" as used in this Agreement means the period of time from when the Equipment is delivered to the carrier for transit to the Lessee ("Delivery") until the Equipment is unloaded at the Return Point; the Origin Point (the location at which the Equipment was delivered) or other location designated by CCI being the "Return Point". In the event the Rental Period is less than the Minimum Rental Period stated in the Rental Agreement, Lessee shall be obligated for the entire Minimum Rental Period. Notwithstanding anything in this Agreement to the contrary, Lessee has the right to cancel Equipment under this Agreement at any time prior to the Delivery of such Equipment; provided however, that Lessee will be responsible for all out of pocket costs and make ready fees incurred by CCI related to the cancelled Equipment.

5. DETERMINATION OF CHARGES FOR RENTAL RATES. The Lessee shall pay Rental Rates for the entire Rental Period on each piece of Equipment at the Rental Rate stipulated and in accordance with the following: (i) charges for Rental Rates during the Rental Period shall not be subject to any deductions on account of any of Lessee's non-working time in the Rental Period, or any time in which CCI is closed or does not have business hours; (ii) the amount of rent payable for any fraction of a Rental Term shall be calculated as follows: (a) daily rate equal to 1/2.5 of the weekly rate, (b) the weekly rate calculated at 1/3 of the monthly rate; (iii) Rental Rates (a) contemplate an operating day of a regular shift of ten (10) hours, an operating week of sixty (60) hours, and an operating Month of two hundred (200) hours ("Regular Shift"), and (b) for each hour in each Rental Term in which the Equipment is operated over those operating hours, the Rental Rates shall be increased to one hundred fifty percent (150%) of the stipulated Rental Rate throughout that Rental Term; and (iv) Rental Rates do not include any of the charges contained in Section 6 or other charges, fees or miscellaneous amounts described in these Rental T&C.

6. TRANSPORTATION AND ADDITIONAL CHARGES

6.1 LOADING, UNLOADING, AND TRANSPORTATION. The Lessee agrees to pay all delivery, freight and transportation charges involved in transporting the Equipment to and from Lessee and as provided in this Subsection 6.1 ("Transportation Charges"). Lessee is responsible for all costs and expenses of loading, unloading, installing, dismantling and assembly of all Equipment, and Lessee shall pay all demurrage accruing at its own shipping/receiving point and all freight and switching charges in both directions. Lessee shall return all Equipment to the Return Point immediately upon its cessation of need for such Equipment, but such return shall not in itself terminate this Agreement. Should CCI designate a Return Point other than the Origin Point, Lessee agrees to reimburse CCI for the freight and switching charges which shall not exceed the equivalent charges had CCI elected to have the Equipment returned to the Origin Point. Transportation Charges shall include (i) for services provided by third parties procured by CCI, a ten percent (10%) surcharge on the third parties' cost, and (ii) for services provided by CCI, CCI shall charge CCI's then current labor and transportation rates and costs. Lessee may procure such services on its own, but Lessee must obtain from CCI prior written approval of the service provider contemplated, which approval may be withheld in CCI's sole discretion.

6.2 OUT OF COUNTRY. In the event the Equipment is to be used by Lessee outside of the United States ("Out of Country") CCI will Deliver the Equipment at a location in the United States and, to the maximum extent permitted by applicable law, Lessee will be responsible for all tariffs, duties, import/export fees, fees or assessments for transportation to or use Out of Country ("Out of Country Fees"). In the event the Equipment is located Out of Country and is to be used by Lessee Out of Country, CCI will Deliver the Equipment at a location designated by CCI and, to the maximum extent permitted by applicable law, Lessee will be

responsible for all Out of Country Fees. Upon a Recall Notice or Return Notice under Section 10 or on the termination of this Agreement whichever sooner occurs, Lessee will return the Equipment to the Return Point and, to the maximum extent permitted by applicable law, Lessee will be responsible for all Out of Country Fees associated with returning the Equipment to the United States. The foregoing Out of Country provisions are in addition to all Transportation Charges and all other costs and expenses under this Section 6.

6.3 ENVIRONMENTAL FEE. An environmental fee of two percent (2%) of the Rental Rate will be charged for each Rental Term throughout the Rental Period on all mechanized (engine) driven Equipment. If the Rental Rate for the Equipment is increased under Section 5, the 2% environmental fee will be charged on the increased Rental Rate for that Rental Term. THE FEE IS NOT A TAX OR A GOVERNMENTAL CHARGE. The fee helps offset environmental -related risks and expenses, both direct and indirect, incurred by CCI including but not limited to: (i) waste disposal, (ii) oil recycling, (iii) fuel and fluid handling, (iv) cleaning facilities, (v) treating wash bay and run-off, (vi) labor costs related to environmental compliance, (vii) governmental reporting, and (viii) administrative costs. The fee is not intended for any particular purpose. It becomes part of CCI's revenue and is used at CCI's discretion.

6.4 CLEANING CHARGE. CCI charges a cleaning charge at its then current labor rate per hour for the clearing of excessively dirty Equipment as determined in CCI's sole discretion.

7. PAYMENT.

7.1 INVOICING. CCI will invoice Lessee for all Rental Rates, RW Charges, Transportation Charges, Out of Country Fees, Environmental Fees, Cleaning Charges, Repair Expenses, other charges, fees, Taxes, assessments, or any other amount to be paid by Lessee to CCI in this Agreement, all of which are due and payable in accordance with the terms of Section 7.

7.2 DUE. Invoices are due thirty (30) days after the date of the Invoice so long as Lessee's Credit Account (as that term is defined in the Credit Application and Account Terms and Conditions) is (i) in effect, (ii) not on hold, and (iii) Lessee has not exceeded, and the continued rental under the Rental Agreement will not cause Lessee to exceed, its credit limit on such Credit Account. Otherwise, including in the event Lessee does not have a Credit Account, all Invoices are due in accordance with the Payment In Advance Subsection 7.3.

7.3 PAYMENT IN ADVANCE. All amounts to be paid by Lessee to CCI in this Agreement that are calculable in advance (the "Advance Rental Payment") shall be due and payable in advance at the office of CCI at such intervals and in such amounts as determined by CCI. Payment of the first Advance Rental Payment shall be made before Delivery of the Equipment. Invoices for all other charges and amounts to be paid by Lessee to CCI in this Agreement shall be due on receipt of the Invoice.

7.4 PLACE AND MANNER OF PAYMENT. Payments shall be made in accordance with CCI's then current payment methods ("Payment Methods") which CCI reserves the right, in its sole discretion, to

change from time to time. Certain forms of payment may incur additional charges. It is Lessee's responsibility to contact CCI for its current Payment Methods and associated charges.

7.5 INTEREST. All invoices outstanding after thirty (30) calendar days from the date due may be charged interest beginning on that date at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, calculated on the basis of a 360-day year consisting of 12 30-day months, i.e., 1.5% per month.

7.6 APPLICATION OF PAYMENTS. To the maximum extent allowed by law, all payments made by Lessee may be applied at the sole discretion of CCI against any accrued interest or open invoices notwithstanding any direction of the Lessee.

7.7 CREDIT CARD AND WIRE TRANSFER PAYMENTS. In the event CCI's Payment Methods include credit card and wire transfer payments, the following will apply:

a. CREDIT CARD SURCHARGE. To the maximum extent permitted by applicable law, CCI may elect to begin imposing a surcharge on credit card payments in accordance with this Section. Such surcharge imposed may be up to the maximum amount permitted by the credit card brand rules and applicable law not to exceed four percent (4%) of the transaction amount on Visa, Mastercard, American Express, and Discover credit card products, which amount will not be greater than CCI's cost of acceptance (the "Surcharge"). CCI does not surcharge Visa debit cards, Mastercard debit cards or other debit cards. Lessee is responsible for, and will be charged at the time of the credit card authorization, the Surcharge. CCI will inform Lessee of the Surcharge percentage and amount prior to obtaining authorization. It is the intention of the parties to comply with state and federal laws related to credit card surcharges; accordingly, it is agreed that, notwithstanding any provision to the contrary in this Agreement, no such provision shall require the payment or permit the collection of a Surcharge in excess of the maximum permitted by law. If any excess Surcharge is charged, paid, provided for, or shall be adjudicated to be so provided for, in this Agreement, then in such event (i) neither the Lessee nor Lessee's heirs, legal representatives, successors, or assigns, or any other party liable for the payment hereof, shall be obligated to pay the amount of such Surcharge to the extent that it is in excess of the maximum amount permitted by law, and (ii) any such excess which may have been collected shall be refunded to Lessee.

b. WIRE TRANSFERS. For payments made by wire transfer, Lessee will be charged all wire transfer fees incurred by CCI associated with the payment and will be responsible for adding such amount to the amount of the payment being wire transferred. It is Lessee's responsibility to request the current wire transfer fee from CCI prior to making a wire transfer payment.

7.8 NO WAIVER OR ACCORD AND SATISFACTION. Acceptance by CCI of any partial payment tendered by Lessee is not intended as any waiver by CCI to collect the full amount due and owing under an invoice. All payments by Lessee shall be treated as payments

on account. CCI may accept Lessee's late payment or any partial payment of any amount CCI claims is due under this Agreement without prejudice to CCI's rights to exercise all rights and remedies for late payment or partial payment and/or to pursue and collect the balance due. To the maximum extent permitted by applicable law, no endorsement or other statement on any check or accompanying notice (including such words as under protest, full satisfaction, or with full reservation of rights or words with similar import) shall be construed to create an accord and satisfaction or otherwise compromise the amount CCI claims is due or any other right or remedy of CCI hereunder. CCI may accept such check or payment without prejudice to CCI's right to recover the balance due or to pursue any other remedy provided in this Agreement. Notwithstanding the foregoing, **ALL COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, MUST BE SENT TO: ACCOUNTS RECEIVABLE MANAGER, CROSS COUNTRY INFRASTRUCTURE SERVICES USA, INC., 2251 RIFLE STREET, AURORA, COLORADO 80011.**

7.9 NO RETAINAGE, CONTINGENCY OR BACKCHARGES. Retainage shall not apply, and Lessee shall not hold back any retainage from CCI, even if retainage is part of any contract between Lessee and any other party. Payment is not contingent on Lessee's ability to collect or obtain funds from any other party. There will be no backcharges against CCI's invoices. Any disputes between Lessee and any subcontractor, general contractor or owner shall have no impact on the prompt payment to CCI.

7.10 FINAL AUDIT. LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT. Lessee authorizes any credits or additional charges CCI determines to be due under this Agreement.

7.11 DIRECT BILL. If Lessee directs CCI to send Invoices to a third party for payment, Lessee understands and agrees that any such billing by CCI is done as a courtesy to Lessee and does not relieve Lessee of any obligations for payment or otherwise. Further, if Lessee so directs CCI, Lessee represents that it is authorized by the third party to give such direction to CCI. Notwithstanding such direct billing, Lessee remains responsible for payment when due of all amounts to be paid under this Agreement.

8. REPAIRS AND MALFUNCTIONING EQUIPMENT.

8.1 LESSEE LIABLE. Lessee is to return the Equipment to the Return Point in the same condition as when delivered to Lessee, subject to Reasonable Wear and Tear as defined below. Lessee is liable for all damages and the expense of all maintenance and repairs for the Equipment including labor, materials, parts, travel time, and other items all of which, in CCI's sole discretion, result from or are necessitated by any means other than Reasonable Wear and Tear ("Repair Expenses") and which will be charged to Lessee at CCI's then current labor and part rates. All Repair Expenses will be invoiced to Lessee. The Lessee is not authorized, for CCI's account, to incur any expense or expend

any money in repairing said Equipment without the written consent of CCI.

8.2 REASONABLE WEAR AND TEAR. Reasonable Wear and Tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a Regular Shift basis. The following, while not an exhaustive list, are examples of damage that shall not be deemed Reasonable Wear and Tear: (i) damage or wear resulting from lack of lubrication, insertion of improper fuel, or failure to maintain proper oil, water, fuel, lubricants, hydraulic fluid, brake fluid, coolant, and pressure levels; (ii) damage or wear resulting from lack of proper cleaning, servicing or preventative maintenance; (iii) damage or wear resulting from any collision, unloading, loading, or overturning; (iv) damage or wear resulting from improper use or operation, including overloading or exceeding the rated capacity of the Equipment or other use of the Equipment in a manner that violates the terms of this Agreement or applicable law; (v) damage or wear resulting from operation of the Equipment in a manner inconsistent with the manufacturer's instructions, or other improper operation of the Equipment; (vi) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (vii) damage or wear resulting from misuse, rough use, careless or extraordinary use, improper use, intentional abuse, negligence, or neglect (including failure to protect during periods of inclement weather) (viii) damage or wear resulting from use in excess of shifts for which rented; (ix) damage or wear resulting from use in a hazardous waste (as that phrase is commonly used under local, state and/or federal law) environment; and (x) any other damage or wear to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

8.3 MALFUNCTIONING EQUIPMENT. Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Lessee shall immediately cease using the Equipment and immediately notify CCI. If such condition is the result of Reasonable Wear and Tear as determined by CCI in its sole discretion, CCI will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. CCI has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse, neglect or for other than Reasonable Wear and Tear.

8.4 TOTAL LOSS. If any damage to the Equipment occurring during the Rental Period results in a Total Loss of the Equipment, the provisions of Section 18 shall apply. Total Loss means any loss or damage that is not repairable or that would cost more to repair than the Value of the Equipment.

8.5 REPAIR WAIVER PROGRAM.

a. RW PROGRAM GENERAL TERMS: If, and only if, Lessee elects to participate in the Repair Waiver Program (the "RW Program") by initialing ACCEPT to the RW Program on Page 2 of the Rental Agreement, then Lessee agrees to pay the RW Program Charge listed on page 2 of the Rental Agreement and agrees to all the terms of this Subsection 8.5 which shall become a part of this Agreement and shall be incorporated herein. The

RW Program is a damage waiver. **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** By accepting the RW Program, Lessee is not insured by CCI, but rather, except for RW Program Excluded Matters as set forth in Subsection 8.5(c) below, CCI agrees to waive charges which would otherwise be payable to CCI by Lessee under this Agreement as Repair Expenses. Additionally, Lessee's participation in the RW Program in no way relieves Lessee from any of its other obligations as outlined in this agreement specifically including, but not limited to, its obligation to carry general liability insurance, property insurance, or any of Lessee's indemnification obligations or Lessor's right to make a claim under such policies.

b. RW PROGRAM COVERED REPAIRS: CCI agrees to waive Repair Expenses for each piece of Equipment up to five percent (5%) of the Equipment Value for each piece of the Equipment in this Agreement over the Rental Period so long as: (i) Lessee has accepted the RW Program as provided in 8.5(a) above; (ii) the Repair Expense is not a RW Program Excluded Matter; (iii) Lessee is current in its payment of all sums due CCI under this Agreement including without limitation all RW Program Charges; and (iv) no Default by Lessee has occurred under this Agreement.

c. RW PROGRAM EXCLUDED MATTERS: Notwithstanding Lessee's participation in the RW Program, the following matters are excluded from coverage under the RW Program and will not be waived: (i) damage to the Equipment resulting from Lessee's failure to store the Equipment in a secure area and in a secure manner (ii) damage to the Equipment resulting from Lessee's gross negligence or intentional act, (iii) damage to the Equipment resulting from improper loading or transportation of the Equipment, loading with a load exceeding the manufacturer's rated capacity of the Equipment, and/or improperly securing such load or improper coupling; (iv) damage to the Equipment resulting from Lessee's failure to have performed all normal periodic maintenance required by this Agreement; (v) damage to the Equipment resulting from the use or operation of the Equipment in a manner inconsistent with the manufacturer's instructions, or inconsistent with normal use of equipment of its type; (vi) damage to the Equipment resulting from striking an overhead or other object while using the Equipment; (vii) damage to the Equipment occurring during the loading, unloading, transportation or waterborne use of the Equipment; (viii) boom damage from overloading the Equipment boom or from collision involved with a boom in motion; (ix) damage to the Equipment as a result of Equipment rollover; (x) damage to the Equipment resulting from use of the Equipment by anyone other than as permitted by this Agreement; (xi) damage to the Equipment resulting from the use or operation of the Equipment other than in the ordinary course of Lessee's business and in accordance with all applicable laws and ordinances; (xii) damage to the Equipment resulting from the use or operation of the Equipment in a hostile or warlike manner or location in times of peace or war, or in a civil disturbance including hijacking, insurrection, rebellion or revolution; (xiii) damage to the Equipment during periods of riot, strike, or civil

commotion; (xiv) damage to the Equipment caused by nuclear reaction, radiation, or contamination; (xv) damage to the Equipment as a result of fire, theft, criminal activity, vandalism, or acts of God such as lightning, storm, earthquake, hurricane or flood (xvi) damage to the Equipment resulting in a Total Loss; (xvii) any destruction or loss described in Section 18; and (xviii) all costs of collection, interest, and attorney's fees) resulting from any of the foregoing (i)-(xvii).

d. RW PROGRAM SUBROGATION: CCI has the right of subrogation with respect to any right of Lessee to recover against any person or entity for RW Program Covered Repairs. Lessee shall execute and deliver such instruments and papers as CCI may reasonably request to secure such rights. Lessee shall cooperate fully with CCI and/or its insurers in the prosecution of those rights, shall participate as reasonably necessary in preparation for, and at, trial, and will neither take nor permit nor suffer any action to prejudice CCI's right with respect thereto.

9. WAIVER OF DEFECTS AND INSPECTION. The Lessee further covenants that it will make a complete inspection within twenty-four (24) hours after receipt of Equipment and any claims for defects must be made within said twenty-four (24) hours. If no claims are made within said twenty-four (24) hours after receipt of Equipment, then the Lessee thereby acknowledges said Equipment to be in good, safe, working and serviceable condition. In the event of a claim within said twenty-four (24) hour period, CCI shall have the option in CCI's sole discretion to (i) put such Equipment in good, safe and serviceable condition within a reasonable time, (ii) replace the Equipment with a substantially equivalent piece of equipment, or (iii) terminate the Agreement. CCI shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection of the Equipment.

10. RECALL AND RETURN NOTICE. In addition to all other rights of CCI under this Agreement, in CCI's sole discretion, CCI may recall any or all of the Equipment at any time upon five (5) days written notice to Lessee ("Recall Notice") and Lessee is obligated to report, in writing, the meter reading of the Equipment to CCI, within 24 hours of CCI's Recall Notice and return the Equipment to the Return Point in that five (5) day period. Upon Lessee's cessation of need of the Equipment, Lessee shall immediately provide written notice to CCI that it is returning the Equipment ("Return Notice") and Lessee shall return the Equipment to the Return Point within five (5) days of the Return Notice. In the event Lessee fails to return the Equipment within the five (5) day period under a Recall Notice or Return Notice, in addition to all other remedies CCI may have at law or in equity, CCI may take the actions allowed in Section 16 related to Lessee Failure to Return. Further, notwithstanding a Recall Notice or Return Notice, the Rental Period continues to run and rent continues to accrue until return of the Equipment to the Return Point, whether returned by Lessee or re-taken by CCI and Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Agreement.

11. USE OF EQUIPMENT. Lessee represents and agrees that the Equipment is rented for commercial use and not for personal, family or household use. All Equipment leased hereunder is without operator. Lessee agrees to have the Equipment operated only by trained, skilled and qualified individuals and to take all other reasonable precautions to ensure that the Equipment is transported and operated only in a safe and lawful manner. Lessee shall pay all expenses relating to operating the Equipment.

12. MAINTENANCE AND OPERATION. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment and shall see that the Equipment is not subjected to careless or needlessly rough usage. Lessee, at Lessee's own expense, shall maintain the Equipment and its accessories in good repair and operative condition. Lessee is responsible to perform all service maintenance for all Equipment in its custody at the earlier of i) every 250 hours of rental usage or ii) at manufacturer's recommended specifications and intervals. Notwithstanding the foregoing, Lessee is responsible for: maintaining fuel, water, and oil levels; checking oil every eight (8) hours; the overall security and good operating condition of the Equipment; as applicable, all proper electrical hookups, including grounding; and packing, valves, valve parts, gaskets and similar miscellaneous parts for Equipment containing those parts subject to wear due to quality of product being pumped and pressure (this is an exception to Reasonable Wear and Tear in Section 8 and is considered a maintenance requirement).

13. PROHIBITED USE OF EQUIPMENT. Lessee shall not operate the Equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants without the prior express written consent of CCI and Lessee shall promptly notify CCI if any such Equipment is or becomes subject to contamination from hazardous or toxic substances.

14. TITLE. Title to said Equipment shall at all times remain in CCI. It shall be a breach of this Agreement and CCI may terminate this Agreement should the Equipment or any part thereof, be levied upon by Marshall, Sheriff or Constable in connection with any lawsuit or other proceedings to which Lessee is a party.

15. SUBLETTING. Without first obtaining the prior express written consent of CCI, the Lessee shall have no right to loan or sublet the Equipment, assign this Agreement, or dispose of the Equipment. CCI may assign this Agreement or, subject to the terms hereof, may sell the Equipment. Upon written notice of any such assignment or sale, the Lessee agrees to make payments to and otherwise to comply with the terms of this Agreement for the benefit of CCI's assignee or purchaser.

16. DEFAULT AND TERMINATION.

16.1 CCI TERMINATION. After the initial Rental Term, CCI in its sole discretion may terminate this Agreement with fifteen (15) days written notice to Lessee and Lessee shall return the Equipment to the Return Point within such fifteen (15) day period. Notwithstanding the termination, the Rental Period continues to

run and rent continues to accrue until return of the Equipment to the Return Point, whether returned by Lessee or re-taken by CCI and Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Agreement.

16.2 CCI'S REMEDIES ON LESSEE'S DEFAULT. In the event of any of one or more Defaults (hereinafter defined), CCI, at its option, and in addition to and without prejudice to any other available remedies or rights may exercise one or more of the following remedies: (i) declare the entire amount of rent hereunder immediately due and payable as to any or all items of the Equipment without notice or demand to Lessee; (ii) sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the Equipment; (iii) immediately terminate this Agreement by written notice to Lessee as to any or all items of Equipment; (iv) demand return of the Equipment to the Return Point within five (5) days; (v) take the action provided in 16.4 for Lessee Failure to Return; and/or (vi) pursue any other remedy at law or in equity. Notwithstanding any termination, the Rental Period continues to run and rent continues to accrue until return of the Equipment to the Return Point, whether returned by Lessee or re-taken by CCI. Additionally, notwithstanding any re-taking of the Equipment, any termination, or any other action which CCI may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Agreement. All remedies are cumulative, and may be exercised concurrently or separately.

16.3 DEFAULT. The following are Defaults under this Agreement: (i) if Lessee should fail to pay any amounts due hereunder; (ii) if Lessee should breach any other provision(s) of this Agreement; (iii) if Lessee becomes insolvent; (iv) if Lessee ceases doing business as a going concern; (v) if Lessee files bankruptcy or becomes the subject of a bankruptcy proceeding; (vi) if Lessee has a receiver, trustee or liquidator appointed over Lessee of all or a substantial part of Lessee's properties; (vii) if Lessee fails to maintain or operate the Equipment as provided in this Agreement; (viii) if Lessee removes the Equipment from the Location or the Project without the prior express written consent from CCI; (ix) if in CCI's sole discretion, Lessee fails to provide CCI with accurate Project Information; or (x) to the maximum extent allowed by applicable law CCI deems itself insecure.

16.4 LESSEE FAILURE TO RETURN. In the event Lessee fails to return the Equipment to the Return Point in any time period required hereunder ("Lessee Failure to Return"), to the maximum extent permitted by applicable law, CCI may immediately, without notice to Lessee, court order or other process of law, enter upon Lessee's premises or other premises where the Equipment is located and take possession of the Equipment. In no case shall CCI be liable for trespass in any such re-taking of the Equipment, Lessee waives any rights of action against CCI by reason of such re-taking or entry, and Lessee agrees to reimburse CCI's cost of re-taking, if any.

16.5 EQUIPMENT ON THIRD PARTY'S PREMISES. In the event of Lessee Failure to Return or Default, if Equipment is located on

the premises of a third party, in addition to all other rights of CCI in this Agreement, CCI is entitled to take possession of the Equipment and Lessee shall provide all information necessary and make all arrangements necessary to enable CCI to take possession of the Equipment and Lessee shall cooperate with CCI and third party in CCI's attempts to do so. In no case shall CCI be liable for trespass in any such re-taking of the Equipment, **AND LESSEE AGREES TO INDEMNIFY AND HOLD CCI AND THE ADDITIONAL CCI PARTIES (HEREINAFTER DEFINED) HARMLESS AGAINST LOSSES, LIABILITIES, COSTS, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, INJURIES, CLAIMS, DEMANDS AND EXPENSES OF WHATEVER NATURE, INCLUDING ATTORNEY FEES AND EXPENSES, ARISING OUT OF, IN WHOLE OR IN PART, THE RE-TAKING.**

16.6. WRITTEN TERMINATION REQUIRED. Any taking of possession of Equipment, a Recall Notice or Return Notice, or other action by CCI or Lessee shall not constitute a termination of this Agreement as to any or all items of Equipment unless CCI expressly notifies Lessee in writing.

17. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CCI, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, SERVANTS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS ("ADDITIONAL CCI PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS, CLAIMS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), DAMAGES, OR LIABILITY OF ANY KIND, BY WHOMEVER ASSERTED (INCLUDING LESSEE), RELATING TO ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSSES (INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON STRICT LIABILITY OR IN TORT) WHICH MAY RESULT FROM OR ARISE OUT OF 1) THE EQUIPMENT; 2) THE SELECTION, DELIVERY, CONDITION, USE, OPERATION, MALFUNCTION, STORAGE, OWNERSHIP, MAINTENANCE, REPAIR OR TRANSPORTATION OF THE EQUIPMENT DURING THE RENTAL PERIOD REGARDLESS OF WHERE, HOW AND BY WHOM OPERATED, AND/OR 3) THIS AGREEMENT AND/OR LESSEE'S BREACH OF LESSEE'S REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS CONTAINED IN THIS AGREEMENT. THE FOREGOING INDEMNITY WILL APPLY EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CCI OR ADDITIONAL CCI PARTIES OR THIRD PARTIES UNDER CCI'S DIRECT CONTROL OR SUPERVISION, OTHER THAN THE LESSEE OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER. AT CCI'S OPTION, CCI MAY PARTICIPATE IN, OR ASSUME, ITS DEFENSE IN ANY LEGAL ACTION NAMING CCI, AND LESSEE AGREES TO REIMBURSE CCI, IN ACCORDANCE

WITH THE FOREGOING INDEMNITY, THE COST OF SUCH DEFENSE.

18. RISK OF LOSS: Except for Reasonable Wear and Tear, the entire risk of loss or damage to the Equipment during the Rental Period shall be upon Lessee and **LESSEE AGREES TO INDEMNIFY AND HOLD CCI AND THE ADDITIONAL CCI PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY AND ALL CAUSES.** Lessee shall promptly notify CCI of any loss of or damage to the Equipment. Lessee further agrees immediately upon demand by CCI to pay CCI in full for the loss of said Equipment at the then current replacement value of the Equipment for any of the following occurring to the Equipment during the Rental Period: a Total Loss; theft; disappearance; conversion or other dishonest acts on the part of agent, servant, representative or employee of Lessee, whether or not occurring during the hours of such persons' service or employment; or other loss or destruction of the Equipment by any means. Insurance coverage is no substitute for this obligation.

19. CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CCI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOSS OF REVENUES OR PROFITS, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE EVEN IF CCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE TERMS OF THIS SECTION 19, OR ANY PART THEREOF, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, CCI'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH ANY AGREEMENT OR INVOICE SHALL NOT EXCEED THE MONTHLY RENTAL RATE OF THE EQUIPMENT GIVING RISE TO THE CLAIM.

20. TAXES. To the maximum extent permitted by applicable law, Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments and ad valorem taxes and all other governmental charges, fees, and penalties whatsoever ("Taxes"), whether payable by CCI, Lessee, or others, on or relating to any of the Equipment or its use, registration, rental, shipment, transportation, delivery, or operation thereof (collectively the "Taxes"), and shall file all returns required thereof and, upon CCI's request, furnish copies thereof to CCI. Lessee shall reimburse CCI for any such taxes, assessments, charges, fines or penalties which CCI may be compelled to pay in connection with any of the Equipment which will be invoiced to Lessee. **LESSEE AGREES TO INDEMNIFY AND HOLD CCI AND THE ADDITIONAL CCI PARTIES HARMLESS AGAINST LOSSES, LIABILITIES, COSTS, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, INJURIES, CLAIMS, DEMANDS AND EXPENSES OF WHATEVER NATURE, INCLUDING**

LEGAL FEES AND EXPENSES, ARISING OUT OF, IN WHOLE OR IN PART, THE TAXES.

21. INSURANCE.

Lessee agrees to obtain and maintain property insurance coverage, at its own expense, on the Equipment against all risks in an amount not less than its Value. In all cases, Lessee shall also maintain comprehensive general liability insurance for not less than \$1,000,000 combined single limit coverage for bodily injury and property damage, or in such other amount(s) as CCI may from time to time require. All such insurance shall be in such form and with such companies as CCI shall approve, shall specify CCI as a named insured, shall be primary, without right of contribution from any other insurance carried by CCI, and shall provide that such insurance may not be canceled or altered so as to affect the interest of CCI without at least thirty days prior written notice to CCI. All insurance covering loss or damage to the Equipment shall name CCI as sole loss payee. Lessee agrees (i) to promptly notify CCI of any occurrence which may become the basis of an insurance claim hereunder, and (ii) not to make any adjustments with insurers without CCI's prior written consent. Lessee hereby irrevocably appoints CCI as its attorney-in-fact to receive and endorse all checks and other documents and to take any other actions necessary to pursue insurance claims. At or prior to the Delivery of the Equipment, Lessee shall deliver to CCI satisfactory evidence of such insurance coverage and shall thereafter deliver to CCI satisfactory evidence of continued coverage; however, CCI's failure to insist upon such evidence of insurance at such time shall not relieve Lessee from its obligations hereunder. Additionally, Lessee shall maintain full worker's compensation insurance coverage in compliance with the applicable statutes and regulations of the jurisdiction in which the Equipment is located. In the event that the Lessee fails to give CCI conclusive proof of such insurance on demand, CCI shall have the right to obtain such insurance and hold the Lessee responsible for immediately repaying to CCI the cost thereof.

22. BOND. If requested by CCI, the Lessee, at Lessee's own expense, shall furnish a bond in the amount of the Value of the Equipment and with sureties satisfactory to CCI, to insure fulfillment of this Agreement.

23. DISCLAIMER OF WARRANTY. Lessee acknowledges that, except as provided herein, CCI has made no warranties, express or implied, regarding the Equipment. New Equipment shall be warranted only to the extent that the original equipment manufacturer warrants to CCI. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCI DISCLAIMS AND LESSEE WAIVES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A SPECIFIC PURPOSE, OF SAFETY OR OF COMPLIANCE WITH LAWS. CCI ALSO DISCLAIMS AND LESSEE WAIVES ANY OTHER EXPRESS OR IMPLIED WARRANTY.**

24. INTELLECTUAL PROPERTY. The Equipment's logos, color and design also contain registered, copyrighted or protected trademarks, service marks, trade dress or other protected marks, names, designs or colors. All such patents, processes, plans,

specifications, designs, logos, colors, names and other components are called "Intellectual Property Rights". Lessee will ensure that there will be no copying, use, disclosure, appropriation or abuse of such Intellectual Property Rights during or after the Rental Period. **CCI DISCLAIMS AND LESSEE WAIVES ALL WARRANTIES AGAINST INFRINGEMENT BY THE EQUIPMENT.**

25. Waiver of Breach. No term or provision of the Agreement will be considered waived by CCI, and no breach excused by CCI, unless such waiver or consent is in writing signed on behalf of CCI. Further, no delay by CCI in exercising its rights under the Agreement shall operate as, or be construed to be, a waiver of any breach. No consent by CCI to, or waiver of, a breach will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

26. SEVERABILITY AND SURVIVABILITY. In the event any provision of this Agreement is held to be invalid, illegal, void or for any reason unenforceable by a court of competent jurisdiction, then the provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of this Agreement, and such court shall replace such invalid or unenforceable provision with a valid provision, which shall, to the utmost possible extent, correspond to the legal and economic contents of the invalid or unenforceable provision. The following survive the termination of this Agreement: i) the indemnity provisions including those contained in Sections 16, 17, 18 and 20; ii) CCI's rights under Section 16; iii) all rights of CCI and obligations of Lessee under this Agreement until the Equipment is returned to CCI as provided in this Agreement; and iv) all of Lessee's payment obligations.

27. ATTORNEY'S FEES. Lessee shall pay all costs and expenses incurred by CCI in collecting, preserving, or enforcing CCI's rights hereunder, including, without limitation, CCI's reasonable attorney's fees in an amount not less than 25% of all sums due, plus expert fees and court costs.

28. CHOICE OF LAW. This Agreement, and the rights and duties of the parties hereunder shall be governed by and shall be construed in accordance with the laws of the State of Colorado.

29. CHOICE OF VENUE. The Agreement is performable in Aurora, Arapahoe County, Colorado. All sums payable by Lessee to CCI are due and payable to CCI in its offices in Aurora, Arapahoe County, Colorado. LESSEE CONSENTS TO JURISDICTION IN ARAPAHOE COUNTY, COLORADO AND AGREES THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE LITIGATED IN STATE COURTS OF COMPETENT JURISDICTION IN ARAPAHOE COUNTY, COLORADO.

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. The facsimile, portable document format (.pdf) or other electronic signature of any party shall be as valid as an original.

31. AMENDMENTS. This Agreement may be amended or modified only in writing executed by the parties hereto. No amendment or modification of the Agreement shall be binding upon CCI unless such modification is in writing signed by a duly authorized representative of CCI.

32. NOTICES. All notices to be given under this Agreement shall be sent to CCI and Lessee at the addresses set forth in the Rental Agreement unless otherwise specifically directed in writing.

33. REPRESENTATIONS AND SUCCESSORS. The parties hereto represent and warrant that the individuals executing this Agreement are duly authorized to do so on their respective company's behalf. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, if any, of the parties hereto and the assigns of CCI.

34. RENTAL PURCHASE ADDENDUM: The Lessee is not entitled to a rental purchase option on the Equipment unless a Rental Purchase Addendum is executed contemporaneously with the Rental Agreement.

35. ELECTRONIC COMMUNICATION, PRIVACY POLICY. Lessee expressly consents and agrees to CCI, its subsidiaries, affiliates, agents and service providers using written, electronic or verbal means to contact the Company. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. Company agrees that CCI, its subsidiaries, affiliates, agents and service providers may do so using any e-mail address or any telephone numbers provided in connection with the Agreement by the undersigned, or provided in the future, including a number for a cellular phone or other wireless device, regardless of whether the Company or Guarantor incurs charges as a result. CCI's Privacy Policy regarding information it collects and the use of the that information is located at:

www.crosscountryis.com/pdf/privacypolicy.pdf.

36. ENTIRE AGREEMENT. This Agreement supersedes all previous agreements, whether written or oral, with Lessee, relating to the Equipment and constitutes the entire Agreement existing between the parties hereto relating to the Equipment. The parties hereto have executed this Agreement all as of the Effective Date stated in the Rental Agreement.

37. ACCESS. Cross Country Infrastructure Services USA, Inc.'s terms may be accessed at the following:

37.1 RENTAL TERMS AND CONDITIONS:

www.crosscountryis.com/pdf/rentaltermsandconditions.pdf

37.2 CREDIT APPLICATION AND ACCOUNT TERMS AND CONDITIONS:

www.crosscountryis.com/pdf/credittermsandconditions.pdf

37.3 PRIVACY POLICY:

www.crosscountryis.com/pdf/privacypolicy.pdf.

END OF RENTAL TERMS AND CONDITIONS