

THESE RENTAL AGREEMENT TERMS AND CONDITIONS (THE "T&C") ARE INCORPORATED INTO EACH RENTAL AGREEMENT BY REFERENCE FOR ALL PURPOSES AND ARE BINDING ON THE LESSOR AND LESSEE.

1. **DEFINITIONS:** The term "Agreement" as used herein means the certain Rental Agreement entered into by Lessee and Cross Country Infrastructure Services Inc., the Rental Picking Sheet/Contract related to the Rental Agreement, and these 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 Lessor. The term "Lessor" means Cross Country Infrastructure Services Inc. The term "Lessee" means the Lessee identified on the Rental Agreement. The term "Equipment" means that Equipment identified in the Rental Agreement. Capitalized Terms in these T&C have the same meaning as used in the Rental Agreement unless otherwise provided.
2. **PROJECT INFORMATION:** Upon execution of this Agreement or upon a Request for Change (hereinafter defined), Lessee will additionally provide Lessor with i) a copy of its agreement with the owner of the Project, the general contractor on the Project, or subcontractor on the Project, as applicable; ii) if the Lessee's contract is not with the Owner of the Project, the correct legal name and address of the Owner of the Project; iii) if the Lessee's contract is not with the General Contractor on the Project, the correct legal name and address of the General Contractor of the Project; and iv) a complete and correct legal description of the Project, sufficient for identification for lien purposes in the jurisdiction in which the Project is located. The information required by this section and the Project Name, Project Description, Project Owner and General Contractor Information above is hereinafter referred to as the Project Information.
3. **LOCATION:** Lessee agrees to use the Equipment only on the Locations and for the Project. Upon notification in writing to Lessor of Lessee's request to change Location or Project which request shall contain the new Location and Project Information (the "Request for Change"), Lessor, in Lessor's sole discretion, may consent to or deny Lessor's Request for Change. If Lessor does not give Lessee written consent to change the Location or Project within five (5) business days of the date of the Request for Change, the Request for Change shall be deemed denied.
4. **RENTAL TERM, RENTAL PERIOD and CANCELLATION PRIOR TO SHIPMENT:** Unless a shorter Rental Term is specifically provided in the Rental Agreement, the "Rental Term" is one month consisting of 28 days ("Month") and such Rental Term shall be automatically renewed on a one Month basis unless terminated in accordance with the provisions herein. The term "Rental Period" as used herein means the time period from the date upon which transit of the Equipment to the Lessee from Lessor begins ("Shipment") and the date upon which transit of the Equipment from the Lessee to the location designated by Lessor (the "Point of Origin") ends. The Lessee agrees to pay all delivery and transportation charges involved in transporting the equipment to and from the Lessee ("Transportation Charges"). Notwithstanding anything in this Agreement to the contrary, Lessee has the right to cancel Equipment under this Agreement at any time prior to the Shipment of such Equipment; provided however, that Lessee will be responsible for all out of pocket costs and make ready fees incurred by the Lessor related to the cancelled Equipment plus 30% cancellation surcharge which will be invoiced and due and payable in accordance with section 7.
5. **DETERMINATION OF RENTAL CHARGES:** The Lessee shall pay rental for the entire Rental Period on each piece of Equipment at the Rental Rate stipulated and in accordance with the following: i) Rental Rates shall not be subject to any deductions on account of any of Lessee's non-working time in the Rental Period; ii) The amount of rent payable for any fraction of a Month shall be prorated on the monthly Rental Rate as stipulated, based on a monthly rental of twenty-eight (28) days; and iii) Rental Rates 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; for each hour in each period 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 such period as the Equipment is operated. Rental Rates will be invoiced and due and payable in accordance with section 7.
6. **LOADING, UNLOADING, AND TRANSPORTATION:** Lessee is responsible for all costs and expenses of loading, unloading, installing, dismantling and assembly of all Equipment and shall pay all demurrage accruing at its own shipping/receiving point and all freight and switching charges in both directions. Unless otherwise instructed by the Lessor, Lessee shall return all Equipment to its Point of Origin immediately upon its cessation of need for such Equipment. Should Lessor elect to store such Equipment at a location which is nearer to Lessee than the original point of origin, Lessee agrees to reimburse Lessor for the freight and switching charges shall not exceed the equivalent charges had Lessor elected to have the Equipment returned to the point of origin. All of the foregoing costs and expenses incurred by Lessor will be invoiced to Lessee and due and payable in accordance with section 7. In the event the Equipment is to be used by Lessee outside of the United States ("Out of Country") Lessee will take delivery of the Equipment at a location in the United States designated by Lessor and Lessee will be responsible for all tariffs, duties, import 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, Lessee will take delivery of the Equipment at the location designated by Lessor. Unless specifically authorized in writing by Lessor for the Equipment to be delivered to another customer of Lessor while the Equipment is Out of Country, upon Lessor's demand or at the end of the Rental Term, Lessee will return the Equipment to a location in the United States designated by Lessor and 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 other costs and expenses under this section 6.

7. PAYMENT: i) Due on Receipt or Terms. Except as otherwise provided in this section 7, Lessor will invoice Lessee for all Rental Rates, Transportation Charges, Repair Expenses, other charges, fees, Taxes, assessments, or any other amount to be paid by Lessee to Lessor in this Agreement and, except as may otherwise be provided by the Terms if selected on the Rental Agreement, the invoice is due and payable on receipt.

ii) Payment in Advance. This section 7(ii) shall apply: (a) in the event that "Payment in Advance" is selected on the Rental Agreement or (b) upon Lessor's written notification to Lessee that payment is required in advance when Lessor, in Lessor's sole discretion, deems itself insecure. All Rental Rates, Transportation Charges and other amounts to be paid by Lessee to Lessor in this Agreement that are calculable in advance (the "Advance Rental Payment") shall be due and payable in advance at the office of the Lessor at such intervals and in such amounts as determined by the Lessor. When section 7(ii)(a) applies, payment of the first Advance Rental Payment shall be made before shipment of the Equipment. All other charges and amounts, including Repair Expenses, to be paid by Lessee to Lessor in this Agreement shall be invoiced and paid in accordance with the provisions of subsection (7)(i).

iii) Interest. All invoices outstanding after thirty (30) calendar days from the date due will be charged interest beginning on that date at the rate of eighteen percent per (18%) 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.

8. REPAIRS: The Lessor will not be called upon to repair Equipment while in possession of Lessee except at regular rates for repair work and all repair work outside of regular shop hours shall be paid for at the rate of time plus one-half. The Lessee is not authorized, for Lessor's account, to incur any expense or expend any money in repairing said Equipment without the written consent of Lessor. With the exception of normal wear and tear, the expense of all maintenance and repairs relating to the Equipment including labor, materials, parts, travel time, and other items, necessitated, in Lessor's sole discretion, by the Lessee's misuse, rough use, careless use or extraordinary use, inadequate maintenance, or improper operation of the equipment ("Repair Expenses") shall be paid by Lessee. Lessor may perform any such maintenance or repairs on the Equipment at any time. Repair Expenses will be invoiced to Lessee at Lessor's cost plus 30% surcharge and due and payable in accordance with section 7.

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 and serviceable condition. In the event of a claim within said twenty-four (24) hour period, Lessor shall have the option in Lessor'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) cancel the lease hereunder. The Lessor 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 Lessor under this Agreement, in Lessor's sole discretion, Lessor may recall any or all of the Equipment at any time upon five (5) days written notice to Lessee and Lessee is obligated to report, in writing, the meter reading of the Equipment to Lessor, within 24 hours of Lessor's notice and return the Equipment to Lessor in that 5 day period. In the event Lessee fails to return the Equipment within that 5 day period, in addition to all other remedies Lessor may have at law or in equity, Lessor may take the actions allowed in section 16 related to Lessee Failure to Return.

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 approved by Lessee 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 and return it in such condition to the Lessor, normal wear and tear excepted. Lessee is responsible to perform all service maintenance for all Equipment in its custody at the earlier of i) Lessee's usage is over 250 hours/month or ii) at manufacturer's recommended specifications and intervals.

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 Lessor and Lessee shall promptly notify Lessor 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 the Lessor. It shall be a breach of this Agreement and Lessor 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 Lessor, the Lessee shall have no right to sublet the Equipment or assign this Agreement. Lessor 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 Lessor's assignee or purchaser.

16. **TERMINATION OF AGREEMENT:** i) After the initial Rental Term, Lessee may terminate this Agreement with 15 days written notice to the Lessor ("Lessee Termination"). In the event Lessee fails to return the equipment within the 15 day period ("Lessee Failure to Return"), Lessor without notice to Lessee, court order or other process of law, enter upon Lessee's premises where the Equipment is located and take possession of the Equipment.

ii) In the event of any of one or more of the following defaults ("Defaults"), Lessor, at its option and in addition to and without prejudice to any other available remedies or rights, may terminate this Agreement and/or without notice to Lessee, court order or other process of law, enter upon Lessee's premises where the Equipment is located and take possession of any Equipment: a) Lessee should fail to pay any amounts due hereunder; b) Lessee should breach any other provision(s) of this Agreement; c) Lessee becomes insolvent; d) Lessee ceases doing business as a going concern; e) Lessee files bankruptcy or becomes the subject of a bankruptcy proceeding; f) Lessee has a receiver, trustee or liquidator appointed over Lessee of all or a substantial part of Lessee's properties; g) Lessee fails to maintain or operate the Equipment as provided in this Agreement; h) Lessee removes the Equipment from the Location or the Project without the prior express written consent from the Lessor; i) In Lessor's sole discretion, Lessee fails to provide Lessor with accurate Project Information; or j) to the maximum extent allowed by applicable law Lessor deems itself insecure.

iii) If in the event of Lessee Failure to Return or Default, Equipment is located on the premises of a third party, Lessor is entitled to take possession of the Equipment and Lessee shall provide all information necessary to enable Lessor to take possession of the Equipment and Lessee shall cooperate with Lessor and third party in Lessor's attempts to do so. In no case shall Lessor be liable for trespass in any such re-taking of the Equipment, **and Lessee agrees to indemnify and hold Lessor and the Additional Lessor Parties (hereinafter defined) harmless against losses, liabilities, costs, causes of action, suits, judgments, damages, injuries, claims, demands and expenses, including legal fees and expenses, of whatever nature arising out of, in whole or in part, the re-taking.**

iv) If pursuant to a Default, any such re-taking of the Equipment shall not constitute a termination of the Agreement unless Lessor notifies Lessee in writing.

17. **INDEMNITY:** Lessee agrees to indemnify and hold Lessor its officers, directors, shareholders, employees, contractors, servants, agents, successors, and assigns ("Additional Lessor Parties") harmless from and against any and all 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 Lessee's selection, delivery, condition, use, operation, malfunction, storage, ownership, maintenance, repair or transportation of the Equipment during the Rental Period. The foregoing indemnity will apply except to the extent caused solely by the negligent acts or omissions of the Lessor or Additional Lessor Parties or third parties under the Lessor's direct control or supervision, other than the Lessee or its agents, employees, or subcontractors of any tier, and **REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF A PARTY INDEMNIFIED HEREUNDER.** At Lessor's option, Lessor may participate, or assume, its defense in any legal action naming Lessor, and Lessee agrees to reimburse Lessor the cost of such defense as incurred regardless of the outcome of such action(s), including for attorney's fees.

18. **RISK OF LOSS:** 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 Lessor and the Additional Lessor Parties harmless from and against any and all loss or damage to the Equipment from any and all causes. Lessee shall promptly notify Lessor of any loss or damage to the Equipment. Lessee further agrees to pay the Lessor in full for any and all damages or loss caused to said Equipment from the time of departure from Lessor to the time of return to the Point of Origin, and the appraisal of such loss or damage shall be based on current replacement values. Insurance coverage is no substitute for this obligation.

19. **CONSEQUENTIAL DAMAGES:** Neither Lessor nor Lessee shall be liable to the other for special, indirect, or consequential damages resulting from or arising out of this Agreement including, without limitation, loss of profit or business interruption, however caused.

20. **TAXES:** 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, whether payable by Lessor, 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 Lessor's request, furnish copies thereof to Lessor. Lessee shall reimburse Lessor for any such taxes, assessments, charges, fines or penalties which Lessor may be compelled to pay in connection with any of the Equipment which will be invoiced to Lessee and due and payable in accordance with section 7. **Lessee agrees to indemnify and hold Lessor and the Additional Lessor Parties harmless against losses, liabilities, costs, causes of action, suits, judgments, damages, injuries, claims, demands and expenses, including legal fees and expenses, of whatever nature 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 the Value hereof. 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 Lessor may from time to time require. All such insurance shall be in such form and with such companies as Lessor shall approve, shall specify Lessor as a named insured, shall be primary, without right of contribution from any other insurance carried by Lessor, and shall provide that such insurance may not be canceled or altered so as to affect the interest of Lessor without at least thirty days prior written notice to Lessor. All insurance covering loss or damage to the Equipment shall name Lessor as sole loss payee. Lessee agrees i) to promptly notify Lessor of any occurrence which may become the basis of an insurance claim hereunder, and ii) not to make any adjustments with insurers without Lessor's prior written consent. Lessee hereby irrevocably appoints Lessor 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 Lessor satisfactory evidence of such insurance coverage and shall thereafter deliver to Lessor satisfactory evidence of continued coverage; however Lessor'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 the Lessor conclusive proof of such insurance on demand, the Lessor shall have the right to obtain such insurance and hold the Lessee responsible for the cost thereof.

22. **BOND:** If requested by the Lessor, 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 the Lessor, to insure fulfillment of this Agreement.

23. **WARRANTY:** Lessee acknowledges that, except as provided herein, Lessor 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 Lessor. **To the maximum extent permitted by applicable law, Lessor disclaims and Lessee waives any express or implied warranty of merchantability, of fitness for a specific purpose, of safety or of compliance with laws. Lessor 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 insure that there will be no copying, use, disclosure, appropriation or abuse of such Intellectual Property Rights during or after the Rental Period. **Lessor disclaims and Lessee waives all warranties against infringement by the Equipment.**

25. **WAIVER OF BREACH:** No delay by Lessor in exercising its rights under this Agreement shall operate as, or be construed to be, a waiver of any breach. The waiver by Lessor of violation of any provision of this Agreement shall be in writing and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision(s) hereof.

26. **SEVERABILITY AND SURVIVABILITY:** In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, and enforceable in accordance with its terms. The following survive the termination of this Agreement: i) the indemnity provisions including those contained in sections 16, 17, 18 and 20; ii) Lessor's rights under section 16; iii) all rights of Lessor and obligations of Lessee under this Agreement until the Equipment is returned to Lessor as provided in this Agreement; and iv) all Lessee's payment obligations.

27. **ATTORNEY'S FEES:** If Lessor deems it necessary for Lessor to employ attorneys to enforce any of the provision(s) herein, to take possession of any Equipment, or to recover any sum of money due hereunder, Lessor shall be entitled to full reimbursement from Lessee of Lessor's attorneys' fees and expenses.

28. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Colorado

29. **CHOICE OF VENUE:** This Agreement is performable, and the considerations herein are due and payable, in Arapahoe County, Colorado, where venue and jurisdiction shall lie in all matters affecting this Agreement.

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 only in writing executed by the parties hereto.

32. NOTICES: All notices to be given under this Agreement shall be sent to the Lessor 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 of the parties hereto and the assigns of the Lessor.

34. 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.