

- (I) **Insurance Certificate.** Prior to Equipment leaving IDE's Designated Shipping Point, Customer must furnish a certificate of insurance (and copies of the actual insurance policies if requested) confirming that the insurance policies required in this Agreement name IDE as a loss payee and name IDE (and its owners, officers, directors, employees, successors and assigns) as additional insureds for the total U.S. Dollar amount and in accordance with all terms relating to insurance as set forth in the Standard Terms and Conditions.
- (J) **Fuel Charges.** Customer is to return the Equipment to IDE fully fueled upon Lease termination; otherwise, the Equipment will be refueled by IDE at a charge of \$6.00 per gallon.
- (K) **Preliminary Notice.** A preliminary notice will be sent to the general contractor, property owner, and construction lender and/or payment bond surety upon start of rental. This is not a lien notice.
- (L) **Equipment Holding & Inspection Terms.** Within a five-day period of IDE's written acceptance of Lessee's signed Agreement, and if Lessor so requires, Lessee must provide an earnest money deposit in the amount specified herein and, during this same five-day period, and prior to shipment, Lessee has the right to inspect the Equipment wherever it is located ("Inspection Period"). The earnest money deposit will be applied toward the rental of the Equipment; except that the earnest money deposit shall be forfeited if the Lessee cancels the Agreement after expiration of the Inspection Period and prior to shipment of Equipment. Any request by Lessee that Lessor delay shipment and/or hold Equipment for a time period longer than ten days after IDE's written acceptance of Lessee's signed Agreement shall cause a forfeiture of the earnest money deposit and/or of this Agreement, in Lessor's sole discretion. **NO DEPOSIT REQUIRED.**

NOTE: IDE DOES NOT ACCEPT AND HEREBY REJECTS ANY TERMS OR CONDITIONS SET FORTH IN ANY PURCHASE ORDER SUBMITTED TO IDE BY CUSTOMER. BY SIGNING THIS EQUIPMENT QUOTATION AND LEASE PURCHASE AGREEMENT, CUSTOMER AGREES THAT THE ONLY OPERATIVE AND BINDING TERMS AND CONDITIONS GOVERNING THE PARTIES RELATED TO THIS EQUIPMENT QUOTATION AND LEASE PURCHASE AGREEMENT ARE THOSE SET FORTH IN THIS AGREEMENT.

STANDARD TERMS AND CONDITIONS

1. AGREEMENT TO TERMS. International Drilling Equipment, Inc. ("Lessor"), hereby agrees to rent to the above-captioned Customer ("Lessee"), the Equipment identified in the "Preliminary Terms", according to the terms as described in this Agreement. Lessor and Lessee (collectively, "the Parties"), hereby acknowledge that this Agreement provides certain benefits to the Parties, and that, for and in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby acknowledge that they have read this Agreement, and that they understand, approve of, and will abide by this Agreement.

2. RENTAL PERIOD/RENTAL PRICE. All Equipment rentals are subject to the Basic Monthly Rental Price and to the Minimum Guaranteed Rental Period as described in this Agreement. The Basic Monthly Rental Price expressed in this Agreement, which Lessee agrees to pay, is based on average use of the Equipment not exceeding a normal work day shift of nine (9) hours per day, and a normal work week of five (5) days per week, but with usage not to exceed the number of hours provided for in the "Preliminary Terms," over the course of any one month (30 calendar days) period (the "Allowed Monthly Usage Hours"). The Basic Monthly Rental Price remains in effect regardless of the inability of the Lessee to use the Equipment because of breakdown, weather conditions or any other cause. If Lessee uses the Equipment in a manner that exceeds the Allowed Monthly Usage Hours, Lessee agrees to pay to IDE an Overtime Hourly Rate for such excess usage. This Overtime Hourly Rate shall be the Basic Monthly Rental Price plus an hourly price for each hour of excess usage. The Overtime Hourly Rate for each hour of excess usage shall be calculated by dividing the Basic Monthly Rental Price by the Allowable Monthly Usage Hours (Basic Monthly Rental Price ÷ ___ = Overtime Hourly Rate). The hours allowed are an aggregate total based on the entire rental period.

All rental prices are exclusive of charges for: Taxes (as defined herein), freight and assembly, transportation, delivery, and return of the Equipment, maintenance, cleaning, inspection, and repair of the Equipment, and any other fees or costs pursuant to this Agreement. The Minimum Guaranteed Rental Period shall begin on and include the Shipment Date to the Lessee, and shall conclude on the last day of the Minimum Guaranteed Rental Period (and Lessee must cause Equipment to be returned to Lessor's Warehouse or other receiving point which Lessor may at its sole option designate during the term of this Agreement ("Lessor's Designated Receiving Point") by the last day of the Minimum Guaranteed Rental Period).

If Lessee fails to return the Equipment to Lessor's Designated Receiving Point by the last day of specified Minimum Guaranteed Rental Period, Lessee shall pay to Lessor an Additional Monthly Rental Period (comprised of a period of thirty (30) calendar days computed from the first day after expiration of the Minimum Guaranteed Rental Period) at the same Basic Monthly Rental Price, for such month, and for each additional month that Lessee keeps the Equipment. For Equipment returned prior to the end of any such Additional Monthly Rental Period, credit shall be given to the Lessee on a weekly pro-rata basis; h, such pro rata credit shall be based on a Monthly Rental Rate equal to 4 weeks (twenty-one (30) calendar days) rental. An Additional Monthly Rental Period shall end on the date that the Equipment reaches the Lessor's Designated Receiving Point. Lessee's ability to extend this Agreement to lease the Equipment beyond the Minimum Guaranteed Rental Period, or for any consecutive Additional Monthly Rental Period, shall be with Lessor's written approval and in Lessor's sole discretion.

3. TRANSPORTATION CHARGES. LESSEE AGREES TO PAY ALL TRANSPORTATION CHARGES (REGARDLESS OF WHETHER AGREEMENT HAS BEEN TERMINATED AND WHETHER LESSEE OR LESSOR ARRANGES TRANSPORTATION), FROM THE TIME THE EQUIPMENT SHALL LEAVE LESSOR'S DESIGNATED SHIPPING POINT, UP TO AND INCLUDING THE TIME EQUIPMENT IS RETURNED TO LESSOR'S DESIGNATED RECEIVING POINT, unless otherwise agreed to by the Parties in writing. In this Agreement, "Transportation charges" shall include all freight, demurrage, storage, switching drayage, trackage, assembly, set-up, or other charges for the transportation of the Equipment. Lessee further agrees to pay insurance related to the transportation of the Equipment, unless as more fully discussed herein in Paragraph 8 of this Agreement or if IDE arranges transport in which case IDE will request the load be insured during transport vis the transport company.

4. PURCHASE OPTION. This Agreement provides Lessee an option to purchase the Equipment ("Purchase Option"). Unless and until the Purchase

Option is exercised and the purchase price is fully paid by the Lessee, the Lessor (or the actual owner of said equipment) has sole title to the Equipment and under no circumstances shall title pass to Lessee. Lessee must exercise the Purchase Option in writing. Unless other written terms are agreed to between Lessee and Lessor and set forth in the Preliminary Terms of this Agreement, the Equipment purchase price will be determined as follows:

- (a) **First 180 Days:** If Lessee exercises the Purchase Option and pays for the Equipment in full within 180 days of the start of the Minimum Rental Period, the purchase price shall be the Purchase Option Price of the Equipment, as specified in this Agreement, less 100% of all rental payments paid by Lessee, from the start of the Minimum Guaranteed Rental Period, to and including the date that the purchase price is paid in full, plus any Taxes and other charges for which Lessee has agreed to be responsible under the terms of this Agreement.
- (b) **Within 365 Days:** If Lessee exercises the Purchase Option and pays for the Equipment in full after the 180-day period has lapsed, but within a 365-day period from the start of the Minimum Guaranteed Rental Period, the purchase price shall be the Purchase Option Price of the Equipment as specified in this Agreement, plus 9% interest on the declining balance, calculated from the start of the Minimum Guaranteed Rental Period to and including the date that the purchase price is paid in full, plus any Taxes and other charges for which Lessee has agreed to be responsible under the terms of this Agreement, less 100% of all rental payments made by the Lessee, from the start of the Minimum Guaranteed Rental Period, to and including the date that the purchase price is paid in full.
- (c) **After 365 days:** If the Purchase Option has not been exercised by the Lessee within 365 days of the start of the Minimum Guaranteed Rental Period, Customer has no Purchase Option unless Lessor otherwise agrees in writing.

5. NON-WORKING TIME. No set-offs or other allowances will be granted to Lessee for Lessee's or any third-parties' non-working time, regardless of the cause or reason for same, including due to Equipment downtime. Unless the Equipment down time is determined by the factory to be machine malfunction and deemed a warrantable item per the Casagrande Warranty. Such downtime will be discussed by the Lessee and Lessor to determine the proper amount of days to be credited. Lessor shall in no circumstances be liable for any charges, fees, or penalties incurred by Lessee or by any third party as a result of Equipment downtime.

6. PAYMENTS. Lessee agrees to pay to Lessor all charges for the Equipment, which includes the Basic Monthly Rental Price, and any other charges incurred by Lessee (such as, by way of example only, Taxes, Transportation charges, Equipment Start-Up Expenses or repairs and associated costs, or other costs due and owing under this Agreement) (collectively, "Lease Payments"). Lease Payments are payable within the number of days stated in the Preliminary Terms of this Agreement. Lessee shall pay Lessor's actual and reasonable costs of collection on past due invoices to include, without limitation, attorney fees and court costs. Lease Payments shall be mailed to Lessor at the address shown on Lessor's invoice and shall be considered received when the Lease Payment arrives at Lessor's address. Lessee agrees that Lessee's failure to make Lease Payments when due constitutes an Event of Default under this Agreement.

7. TITLE AND LIENS. Title to Equipment leased or rented by Lessor shall at all times vest in and remain with Lessor or with the actual owner of the Equipment. In the event that the Lessee exercises the Purchase Option, as provided for in this Agreement, title shall not pass to Lessee unless and until Lessee has paid the purchase price in full. Lessee shall keep the Equipment free from any liens, including without limitation, mechanics liens, storage, warehouse, or other possessory liens, claims, or encumbrances, attachments, arising from any liability or obligation of Lessee or any other third party (collectively, "Liens"). If Lessee takes any action that would in any way prejudice Lessor's or the Equipment owner's title to the Equipment, including but not limited to subjecting the Equipment to any Liens, Lessee shall immediately notify Lessor upon receipt of notice of any such Liens affecting the Equipment and Lessee shall have ten business days, at Lessee's sole expense, to remove and clear the encumbrance and cure the Liens to the satisfaction of Lessor. If the Liens are not removed and cured within the time stated herein, Lessee shall immediately become liable to Lessor and shall pay to Lessor the full Loss Value of the Equipment, as defined in this Agreement. Lessee agrees that the Equipment shall remain at the Project/Job Address (as specified in the Preliminary Terms) and shall not be moved to any other location without prior written consent of the Lessor, or become a part of any building by being placed therein or by being annexed thereto. As part of this Agreement, and as to the Job address where the Equipment is located, Lessee shall and agrees to furnish Lessor with landlord's and/or property owner's release within 72 hours of Lessor's request and in a form acceptable to Lessor, which shall permit Lessor to remove the Equipment from said property or building at any time during the life of, or after expiration or termination of, this Agreement without any liability for trespass or for the taking of such Equipment and without resort to legal process or court order of any type. Lessee agrees that any removal of the Equipment from the Project/Job Address (as specified in the Preliminary Terms) to a different location without prior written consent of Lessor shall be an Event of Default.

8. INSURANCE AND LIABILITY. To protect Lessor from any claims arising out of the rental or operation of the Equipment Lessee agrees to be the absolute insurer of the Equipment during the term of the Agreement, and to be responsible for and pay to Lessor any damages, losses to or destruction of the Equipment resulting from any cause whatsoever, and whether or not insured, from the time the Equipment leaves Lessor's Designated Shipping Point, until the time when Equipment is returned to Lessor's Designated Receiving Point., In the event of loss, damage, or destruction of the Equipment, Lessee shall immediately report same to Lessor. In the case of total loss or destruction of the Equipment beyond economic repair for any reason (whether by theft, accident, collision, confiscation, destruction, fire, flood, natural disaster, explosion, accident, act of God, or any other cause or casualty, regardless of where it occurred and notwithstanding any amounts that may be paid or disputed by Lessee's insurer), Lessee is responsible for such loss and shall immediately pay Lessor the Loss Value of Equipment set forth in this Agreement, which valuation amount Lessor and Lessee agree shall control and be binding. The Parties agree that rental charges previously paid or due for the remaining Minimum Guaranteed Rental Period shall not apply to the payment of or decrease the Loss Value of Equipment. In the case of damage to the Equipment that is capable of repair, Lessee shall immediately pay Lessor for the cost of all repairs, and such cost shall be solely determined by Lessor. In the case of any and all damage, loss or destruction of the Equipment, Lessee acknowledges and agrees that rental charges, as set forth in this Agreement, shall be charged to Lessee for the entire Minimum Guaranteed Rental Period, including during any period of repair when the Equipment is not in use, unless it is a case of total loss or destruction of the Equipment beyond economic repair caused by an event of force majeure, as defined in Paragraph 26 of this Agreement, in which case the terms of Paragraph 26 shall govern related to charges for the Minimum Guaranteed Rental Period.

During the term of this Agreement and rental of the Equipment, Lessee agrees to procure and maintain in full force and effect minimum levels of insurance at Lessee's sole expense, with a licensed insurance carrier with an A.M. Best Rating of not less than A-VI, including: (a) an all-risk insurance policy, which covers the full Total Loss Value of the Equipment (as defined in this Agreement) for all risk of loss, damage, or destruction from any cause whatsoever, including from, without limitation theft, accident, collision, confiscation, destruction, fire, flood, natural disaster, explosion, accident, act of God or any other cause or casualty; (b) a commercial general liability and products liability occurrence-based (and not a claims-made) insurance policy to protect against personal injury, disability, illness, death, and property damage in an amount of \$2 million, single occurrence and \$2 million in the aggregate; (c) All policies described in sections 8(a) and 8(b) of this Agreement must name Lessor as a loss payee and an additional insured, (and the additional insured endorsement must include Lessor's owners, officers, directors, employees, agents, successors and assigns, and must include all liability arising out of the additional insureds' actions or omissions), must be valid and in force until the Equipment is returned to Lessor and in Lessor's possession at Lessor's Designated Receiving Point, must have contractual liability insurance applying to the indemnification agreement, including but not limited to protection relating to or arising out of the Equipment leased by Lessor under this Agreement, must have independent contractor coverage, shall waive rights of recovery and subrogation against Lessor, must be endorsed specifically to provide that the coverage is primary and that any other insurance carried either by Lessor or an Additional Insured shall be excess, secondary, and noncontributory, and must not include endorsements containing exclusions or limitations as to the following: limitation or exclusion as to punitive, exemplary or multiplied damages; a contractual liability limitation or exclusion; an amendment of insured contract definition, and limitation or exclusion of coverage as to designated premises, territories or projects, The insurance amounts specified herein shall not be deemed a limitation on Lessee's indemnification liability under this Agreement and Lessor (and Additional Insureds) shall not have any liability for any deductible. Prior to Lessor's delivery of the Equipment to Lessee, or at such other time as Lessor shall request, whichever is sooner, Lessee shall provide appropriate certificates of insurance to Lessor and copies of the actual insurance policies, evidencing such insurance coverage and with an insurance company and deductible limits acceptable to Lessor. Lessee shall also provide to Lessor proof of payment of all insurance premiums if requested by Lessor. Each insurance policy required by this Agreement shall provide that Lessor will be given at least thirty (30) days prior written notice before cancellation, and Lessee agrees that it also shall give to Lessor written notice of cancellation, non-renewal, coverage reduction, or any other material change in any such insurance policy within two business days after Lessee either receives any such notice from the insurer or takes any such action. If requested by Lessor, Lessee shall file a claim with its insurer for any lost, stolen, or damaged Equipment. Insolvency or failure by Lessee's insurer to provide coverage for any and all loss, claim, liability or damage arising out of or related to the Agreement shall not relieve Lessee of any of its obligations set forth in the Agreement. Nothing contained in these insurance requirements is to be construed as limiting the extent of Lessee's liability under the Agreement; these insurance requirements shall support, but shall not limit, Lessee's duties, obligations, and liabilities under any other provision of this Agreement. In the event of any loss or damage to the Equipment, Lessor will be subrogated to Lessee's rights to recover against any person, firm or corporation. Lessee will immediately execute and deliver instruments and papers and do whatever else is necessary to secure such rights upon Lessor's request. Lessee will cooperate fully with Lessor and its insurers in the prosecution of those rights and will not take any action to prejudice Lessor's rights. Lessee represents that it has workers' compensation insurance to the extent required by law. The insurance obligations herein shall apply until the Equipment has been returned to and received by Lessor; if Agreement has been terminated but the Lessee still has possession of the Equipment, the insurance obligations herein shall survive termination of this Agreement.

9. SUBLETTING/TRANSFER. Unless Lessee obtained prior written consent of Lessor, (a) no Equipment shall be rented, sublet, or assigned by the Lessee to another person or entity; and (b) Lessee shall not assign or transfer to anyone any interest in this Agreement.

10. RECEIPT AND ACCEPTANCE. Lessee shall notify Lessor in writing within and no later than ten (10) days after delivery to Lessee of the Equipment, if Lessee believes the Equipment is not in good, operable, and serviceable condition ("Ten-Day Notice"), and if Lessor so agrees, Lessor's sole responsibility upon receipt of such Ten-Day Notice from Lessee shall be, at Lessor's sole option and expense, to repair or replace the Equipment within a reasonable time, if repair or replacement is reasonably possible. If Lessor's repair or replacement of the Equipment requires that the Equipment be removed from Lessee's possession, then Lessor shall assume risk of loss of or damage to Equipment from the date on which Equipment has been removed from Lessor's possession until the repaired or replaced Equipment is received by Lessee. If Lessor determines in its sole discretion that repair or replacement is not reasonably possible, Lessor agrees to refund to Lessee the Lease Payments it remitted to Lessor prior to Lessee's Ten-Day Notice. Failure by Lessee to send to Lessor proper written notice in conformance with this Paragraph shall constitute receipt and full acceptance by the Lessee of the Equipment and an acknowledgement that it has been accepted and found in good, safe, serviceable, and operable condition.

11. TERMINATION OF AGREEMENT AS OF RIGHT; TERMINATION FOR EVENTS OF DEFAULT. At Lessor's sole option, Lessor may terminate this Agreement upon fifteen (15) days advance written notice to the Lessee ("Termination as of Right") if Lessee is in default of agreement. Lessee has the option to address and cure any such issues within that 15 day period to prevent the termination of this agreement. Agreement's terms and conditions, including but not limited to: (a) Lessee's failure to make timely Lease Payment; or (b) Lessee's failure to perform proper maintenance of and/or repairs to the Equipment; or (c) Lessee's causing or allowing damage to the Equipment; or (d) Lessee's insolvency (including if Lessee becomes insolvent or takes advantage of any law for the relief of debtors or which otherwise affects the enforcement of creditors' rights, or a petition in bankruptcy or similar relief is filed by or against Lessee under any present or future law, or any of the Equipment is attached, or if Lessee or its owners take any action looking to its dissolution or liquidation) or (e) Lessee's transport of the Equipment to a location other than the Project/Jobsite identified in this Agreement without prior authorization by Lessor, or (f) Lessee's default as to any terms or conditions of any other agreement with Lessor; (g) Lessee's failure to maintain or failure to provide Lessor with proper evidence of the insurance required by this Agreement or Lessee's insurance is canceled, reduced, or lapses; or (h) any other breach of any term or condition of this Agreement, whether specifically identified herein as an "Event of Default" or not (collectively, "Events of Default" and individually, "Event of Default") ("Termination for Default").

Upon Termination as of Right or a Termination for Default, Lessee agrees to the following: (a) Lessor shall be entitled to immediate possession of the Equipment regardless of its location; (b) Lessee shall cooperate to provide Lessor with such immediate possession (which shall include among other things, at Lessor's sole option, Lessee's obligation to arrange for immediate transportation or facilitating Lessor's efforts to accomplish immediate transportation); (c) Lessor shall be entitled to enter Lessee's premises or other location where the Equipment is situated (without any prior court order or other legal process and without liability for trespass or for the taking of such possession), for the purpose of

taking immediate possession of the Equipment; (d) Lessee shall pay all transportation charges for the return of the Equipment to the Lessor, as provided for in Paragraph 3 of this Agreement, and Lessor shall be entitled, in its sole discretion, to ask Lessee to arrange for such transportation or to itself arrange for such transportation, which in either case shall be at Lessee's sole expense; (e) Lessor shall be entitled to recover all amounts and costs relating to Post Rental Inspection and Repair after Equipment is returned to Lessor's Designated Shipping Point as provided by Paragraph 13 of this Agreement, and (f) Lessee shall pay to Lessor all amounts payable pursuant to this Agreement for Lease Payments, service, damage, repair, or loss charges, late fees, and collection costs, including but not limited to costs associated with acquiring possession of the Equipment, including without limitation, attorney fees and court costs.

Additionally, upon Termination for Default, Lessor also shall be entitled immediately to recover from Lessee all Lease Payments due from Lessee for the entire Minimum Guaranteed Rental Period, as that term is defined in this Agreement, and, in the event that the termination occurs after expiration of the Minimum Guaranteed Rental Period and instead occurs during an Additional Rental Period, Lessor shall be entitled immediately to recover from Lessee all Lease Payments due and owing from Lessee for the Minimum Guaranteed Rental Period and the Additional Rental Period, and pursuant to the terms of this Agreement. Lessee shall pay Lessor's actual and reasonable costs of collection for such Lease Payments, to include, without limitation, attorney fees and court costs.

Additionally, upon the occurrence of any Event of Default as defined in the Agreement, and in addition to Lessor's right to Termination for Default immediately without prior written notice, Lessor, at its sole option, may also (or in the alternative) exercise any one or more of the following remedies, without demand or notice and without prejudice to any remedies or claims which Lessor may pursue or otherwise possess by law or pursuant to this Agreement, and in any order deemed appropriate by the Lessor: **(a)** declare all unpaid past and/or future rent for the entire Minimum Guaranteed Rental Period immediately due and payable by acceleration with respect to the Equipment, and recover such amount as liquidated damages, the reasonableness of such damages being acknowledged and agreed to by Lessee; **(b)** immediately recover from Lessee all Lease Payments then accrued or thereafter accruing (and pursue any legal action necessary for such recovery), under this Agreement or under any other agreement between the Parties; **(c)** with respect to the Equipment or any other equipment that is the subject of any other agreement between the Parties, and without prior notice or demand, repossess the Equipment, or any other equipment that is the subject of any other agreement between the Parties, wherever the same may be located, without any court order or other process of law and without any liability, including without limitation for trespass or conversion or any damages occasioned by such taking of possession; **(d)** demand that Lessee return the Equipment to Lessor; **(e)** sell or otherwise dispose of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner at public or private sale and with or without notice to Lessee, and such sale shall have no impact as to the obligations of Lessee hereunder with Lessee remaining fully liable for all Lease Payments under the terms of this Agreement; **(f)** in the case where Lessee has exercised the Purchase Option and has paid a portion of the purchase price, but has not yet paid the purchase price in full, Lessor may take possession of the Equipment, and retain and/or dispose of any repossessed Equipment and will apply the portion of the purchase price paid at the time the Lessor has taken possession as follows: (1) to all costs, expenses and, attorneys' fees, incurred in securing possession of the Equipment, (2) to the balance of the Lease Payments due pursuant to the terms of this Agreement, (3) and to all other costs and payments due to Lessor pursuant to the terms of this Agreement, and if there is any excess after all such application of the purchase price proceeds, Lessor shall have no obligation to reimburse Lessee any part of such excess, except as otherwise provided by law; **(g)** terminate any other agreement between the Parties, and such termination of any other agreement, if exercised, shall carry with it all terms in this paragraph 11; or **(h)** utilize any other remedy available to Lessor at law or in equity. No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right of remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time. Lessee acknowledges and agrees that Lessor is under no duty to mitigate damages resulting from Lessee's Event of Default.

The Parties agree that, in the event of a bona fide dispute as to outstanding Lease Payments or any other costs owed pursuant to this Agreement ("Disputed Claim"), Lessor's negotiation (regardless of the venue or timing of such negotiation) of a check or instrument which is intended by the Lessee to be a final and full satisfaction and compromise of the Disputed Claim shall not be considered an accord and satisfaction where Lessor disputes in writing that such check or instrument constitutes final and full satisfaction of the Disputed Claim, in which event such Disputed Claim will not be discharged by the negotiation of the check or instrument, and Lessor's negotiation of such check or instrument will operate as a discharge of only the amount paid, and Lessor shall be entitled to maintain an action to recover the balance of Lessor's claim. This Paragraph of the Agreement related to accord and satisfaction shall govern the Parties, notwithstanding any contrary rules or principles of common or statutory law as to accord and satisfaction, and notwithstanding the choice of law provision of this Agreement. If there is any conflict between this Paragraph 11 of this Agreement and the common or statutory law applicable to this Agreement (whether by the choice of law provision herein or any other law), the Parties agree that the terms of this Paragraph shall govern and prevail over common or statutory law to the contrary, to the extent permitted by law.

12. USE, MAINTENANCE, AND OPERATION. At all times during the rental period and until return of the Equipment to Lessor, Lessee warrants and agrees that Lessee is responsible for the condition, operation, inspection, and maintenance of the Equipment, and that Lessee shall properly operate and care for the Equipment, which includes but is not limited to the following:

- (a) Lessee shall not alter, disfigure or modify the Equipment and not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment;
- (b) Lessee shall use the Equipment in a careful, proper, and lawful manner in accordance with standards, specifications, safety manuals, and instructions issued by the manufacturer and Lessor, and read and understand the safety and operations manual prior to operating the Equipment;
- (c) Lessee shall use the Equipment without subjecting it to careless or needlessly rough usage or usage inconsistent with the normal and intended purpose of the Equipment, or inconsistent with the manufacturer's reasonable operational standards for the Equipment;
- (d) Lessee shall comply with all the laws, ordinances, rules, regulations and other requirements relating to the possession, use or maintenance of the equipment, including but not limited to the requirements of OSHA, any applicable insurance policy, or warranty;
- (e) at Lessee's sole expense, Lessee shall inspect the Equipment and maintain it and its appurtenances in good, clean, proper operating order, repair, condition, appearance, and protect the Equipment from deterioration, and Lessee shall maintain and

- (f) provide to Lessor all records of repair or maintenance performed on the Equipment during the rental term; Lessee shall immediately notify Lessor of any mechanical failure or problem, and/or damage to or loss of the Equipment that occurs during the Rental Period or of any damage to person or property that is believed to have been caused by the Equipment or during use of the Equipment;
- (g) Lessee shall not compromise the integrity of, suspend, or alter any safety systems of the Equipment and use and operate the Equipment only within its rated capacity by safe, careful, competent and properly trained and instructed personnel;
- (h) Lessee shall handle or arrange for all scheduled maintenance, using only factory authorized fluids and filters;
- (i) Lessee shall provide at Lessee's cost all materials and equipment including but not limited to a man basket or man lift for service, installation, and disassembly according to OSHA, local or Federal and safety regulations;
- (j) Lessee shall be responsible for handling all consumable products;
- (k) Lessee shall adhere to and cause any operators of the Equipment to adhere to any additional operational standards for the Equipment after notification of same by Lessor or the manufacturer;
- (l) Lessee shall return the Equipment to Lessor or its designated representative in clean, refueled, proper, operating, order, repair, condition, and appearance as solely determined by Lessor with reference to its own expertise and to the manufacturer's recommended lifetime for particular components and excepting ordinary wear and tear.
- (m) On new equipment the break in service will be the responsibility of IDE.

Lessee acknowledges and agrees that Lessor may require Lessee to participate in Equipment orientation upon delivery of the Equipment to Lessee's jobsite, referred to in this Agreement as "Start-Up" and/or "commissioning," and to pay costs of same to Lessor as stated herein, at the onset of the lease of the Equipment. If such orientation is required by Lessor, Lessee agrees to participate and to pay costs of same, as stated in this Agreement. Lessor makes no representation or warranty concerning the adequacy or completeness of such orientation and expressly disclaims any liability arising from or relating to such orientation and from or relating to Lessee's use, operation, and maintenance of the Equipment and any other action or inaction of Lessee. Lessee acknowledges and agrees that it has exclusive responsibility for the safe operation of the Equipment and that Lessee has the knowledge and necessary training to operate the Equipment properly, safely, and in accordance with all applicable laws and regulations. Lessee further acknowledges and agrees to its duty to inspect the Equipment daily prior to use and to notify Lessor promptly of any defects or damage. Lessee further agrees that it will have exclusive care, custody, and control of the Equipment during the lease period, and that only Lessee may operate the Equipment. Lessor, at any time during regular business hours, shall have the right to inspect the Equipment upon reasonable notice to Lessee.

13. POST RENTAL INSPECTION AND REPAIR. Lessee is solely responsible for all maintenance, repairs, and damage to the Equipment made necessary by Lessee's use of the Equipment or other conduct, other than ordinary wear and tear. Upon return of the Equipment (after Termination for Default, or after Termination as of Right or upon expiration of the Rental Period), Lessor shall conduct a Post-Rental Inspection of the Equipment and Lessee shall be liable for and shall pay to Lessor all charges, expenses and costs for repairs (including cleaning) necessitated by damage, abuse, excessive wear, and/or lack of proper maintenance or use of the Equipment, ordinary wear and tear excepted. Lessor shall notify Lessee prior to performing any repairs or services. Lessee will have 48 hours to respond and challenge any repairs or services requirements. If the Equipment is returned in an unusable or damaged condition that cannot be repaired within 10 days (the standard amount of time applied by Lessor to Post-Rental repair, "Standard Post-Rental Repair Time"), the term of the Lease shall continue for the number of days in excess of the Standard Post Rental Repair Time, that Lessor spends to restore the Equipment to a usable-rentable condition. Any accessory items not returned with Equipment shall be billed to and paid by Lessee. An invoice of the cost of final repairs performed on the Equipment and charges for accessory items not returned ("Repair Costs") shall be provided by Lessor, to Lessee, in writing, including any rental days charged in excess of the Standard Post Rental Repair Time ("Repair Invoice"). Lessee shall pay to Lessor the Repair Costs as set forth in the Repair Invoice within thirty (30) days of the date of the Repair Invoice, and if Lessee fails to do so, Lessor shall be entitled to all costs of collection of the Repair Costs, including without limitation court costs and attorney fees. Acceptance by Lessor of returned Equipment does not constitute a waiver of any of the rights Lessor has under this Agreement.

14. LESSOR'S DISCLAIMER OF WARRANTIES. LESSEE UNDERSTANDS AND AGREES THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT. THE PARTIES AGREE THAT LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OF THE QUALITY OF DESIGN, MANUFACTURE, CONDITION, MERCHANTABILITY, WARNINGS, OR FITNESS FOR ANY PARTICULAR USE OF THE EQUIPMENT, OR AS TO THE EQUIPMENT'S COMPLIANCE WITH LAWS, RULES, SPECIFICATIONS, OR CONTRACTS, OR AS TO THE YEAR OF MANUFACTURE OR CAPACITY OF THE EQUIPMENT. LESSOR DISCLAIMS AND LESSEE WAIVES AS TO LESSOR ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT, WHETHER WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER WAIVES ANY AND ALL CLAIMS AGAINST LESSOR FOR ANY AND ALL LOSS OR LIABILITY RESULTING FROM ANY DEFECTS OR FAILURES OF DESIGN, MATERIALS, MANUFACTURING, WORKMANSHIP, WARNING, CONDITION, DURABILITY OR SUITABILITY. LESSEE AGREES THAT LESSOR IS NOT LIABLE FOR ANY BREACH OF WARRANTY BY THE MANUFACTURER AND IS NOT LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR EXPENSE) CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR BY MANUFACTURER'S BREACH OF WARRANTY. LESSEE ALSO UNDERSTANDS AND AGREES THAT LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY, OR PROMISE ON BEHALF OF ANY MANUFACTURER. LESSEE WAIVES THE PROVISION OF ANY APPLICABLE LAW LIMITING OR PROHIBITING A GENERAL RELEASE WITH RESPECT TO ANY RELEASE OR WAIVER IN THE AGREEMENT. LESSOR AGREES TO EXTEND TO LESSEE ALL WARRANTIES, IF ANY, OFFERED BY THE MANUFACTURERS OF THE EQUIPMENT. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR SHALL NOT ASSUME ANY LIABILITY FOR ANY REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, FOR USE BY LESSEE AT ITS OWN RISK. NOTHING IN THIS AGREEMENT SHALL REQUIRE LESSOR TO INITIATE LITIGATION AGAINST ANY MANUFACTURER ON LESSEE'S BEHALF. NOT WITHSTANDING ITEM 14, LESSOR WOULD BE RESPONSIBLE FOR ANY MODIFICATIONS MADE BY THE LESSOR.

15. TAXES, FEES, PERMITS, LICENSES. Lessee shall be solely responsible for and shall pay for any and all sales, goods and services, harmonized sales, use, excise, property, and any other federal, provincial, state or local taxes, fees, permits, licenses, registrations, or any other similar type charges of any kind (either in the United States or in any other country) that might apply or might be assessed now or later, under any existing or future law, in connection with Lessee's rental, use, transportation, or storage of this Equipment (such charges collectively referred to as

"Taxes" in this Agreement). Taxes will be added to the monthly Lease Payment as applicable. If Taxes are not billed and later determined to be due either from Lessee or Lessor (even after termination of this Agreement), additional billings will be issued by Lessor and payment for same shall be made by Lessee within fifteen calendar days of the date of such additional billings. Lessee's obligation for Taxes survives termination of this Agreement.

16. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES. LESSOR'S ENTIRE LIABILITY AND LESSEE'S EXCLUSIVE REMEDY IS SET FORTH IN THIS SECTION. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE. As more fully set forth in Paragraph 14, Lessor has not made and does not make any agreement, representation, or warranty with respect to the merchantability, condition, fitness for a particular purpose, quality, durability, or suitability of the Equipment in any connection or for the purposes and uses of Lessee, or any other agreement, representation, or warranty of any kind or character, express or implied, with respect to the Equipment.

Lessee agrees to assume all risks of claims, actions, or lawsuits arising from or related to the use and operation of the Equipment and the Parties acknowledge and agree that Lessor shall in no event, in any claim, action, or lawsuit, regardless of the form of action, resulting from or related to this Agreement or to the use or lease of the Equipment, or caused by any defect, failure, or malfunction in the Equipment, whether a claim for such damage is based upon warranty, contract, tort, negligence, or otherwise, be liable to Lessee or to other individuals or entities.

It is expressly agreed that Lessor's sole and exclusive liability and Lessee's sole and exclusive remedies against Lessor related to any claim, action, or lawsuit arising under or related to this Agreement and related to the lease, use, or operation of the Equipment, regardless of the form of action, whether such liability is asserted in tort, negligence, for breach of warranty, or breach of contract, or other legal or equitable theory, is as follows: (i) for Lessor's complete failure to deliver any item of Equipment and losses and damages resulting therefrom, Lessee's sole and exclusive remedy shall be actual damages not to exceed the cost of one month of the rent for the Equipment for the Minimum Guaranteed Rental Period stated in this Agreement, calculated at the rate stated in this Agreement; (ii) for all situations involving performance or nonperformance of the Equipment and losses and damages resulting therefrom, Lessor's entire and exclusive liability and Lessee's sole and exclusive remedy shall be (a) the adjustment or repair of the Equipment or replacement of it by Lessor, at Lessor's sole option and discretion, or (b) if Lessor, after reasonable efforts, is unable in its sole determination to restore the Equipment to good working order or to replace it, Lessee shall be entitled to recover actual damages not to exceed the cost of one month of the rent for the Equipment for the Minimum Guaranteed Rental Period stated in this Agreement, calculated at the rate stated in this Agreement, provided however, that IDE shall have no obligation to repair or replace Equipment sold "AS IS." The remedies set forth in this Paragraph are exclusive, and other than in the case of intentional or gross misconduct or wrongdoing, in no event shall Lessor be liable for Lessee's failure to perform Lessee's responsibilities, or for any other type of damage or remedy, including but not limited to indirect, consequential, indirect, special or punitive or exemplary damage of any kind, or for loss of revenue, lost profits, loss of business, business failure or interruption or other financial loss, or for any claim by Lessee based on any third party claim. Lessee has accepted the disclaimer of liability for damages as part of a bargain relating to the pricing stated herein related to the Equipment and understands that such pricing would be higher and/or that Lessor would not have entered into this Agreement without such disclaimer of liability.

No action, regardless of form, arising out of this Agreement may be brought by either of the Parties more than one year after the cause of action has arisen except that, in the case of an action by Lessor against Lessee for Lessee's nonpayment of Lease Payment, said action may be brought within two years from the date of the conclusion of the Minimum Guaranteed Rental Period or the conclusion of the Additional Rental Period (as these terms are defined in this Agreement), whichever is later. The limitation periods expressed in this Paragraph shall remain in force and shall not be altered by a termination of this Agreement pursuant to Paragraph 11 of this Agreement for an Event of Default.

17. INDEMNITY. (a) Lessee's Indemnification of IDE. Lessee agrees that Lessee will be solely responsible for and agrees to indemnify and hold IDE harmless from any claims, liabilities, obligations, losses, damages, causes of action, suits, judgments, awards, settlements, fines, injuries, penalties, costs and expenses of any nature, including but not limited to attorneys' fees, legal fees and legal expenses and including but not limited to all legal proceedings of any type (including without limitation all tort and workers' compensation claims) (hereinafter collectively, the "Liabilities") by, to or in favor of any third party, including without limitation employees, subcontractors or agents of the Lessee (hereinafter collectively "IDE Releasees"), in any way relating to or arising out of this Agreement, including without limitation, for injury, death or damage to property (including the loss of use resulting therefrom), provided that any such liabilities are caused by the gross negligence of Lessee (or Lessee's agents, employees, or anyone for whose acts Lessee is determined to be legally liable). Where Liabilities are caused only in part by the grossly negligent act, Lessee's duty to indemnify any IDE Releasee will be proportionately limited to Lessee's percentage of liability as determined by a court of law, or as agreed to by IDE and the Lessee. However, nothing herein will require Lessee to be responsible to indemnify the IDE Releasee for the amount of any final judgment in which it has been found that such injury, death or loss, or damage to property was caused in whole or in part by IDE Releasee's negligence. The indemnities arising under this Paragraph 18 will survive expiration or termination of this Agreement.

(b) IDE's Indemnification of the Lessee. IDE agrees that IDE will be solely responsible for and agrees to indemnify and hold the Lessee harmless from any Liabilities, by, to or in favor of any third party, including without limitation employees, subcontractors or agents of the Lessee (hereinafter collectively "Lessee Releasees"), in any way relating to or arising out of this Agreement, including without limitation, for injury, death or damage to property (including the loss of use resulting therefrom), provided that any such liabilities are caused by the gross negligence of IDE (or IDE's agents, employees, or anyone for whose acts IDE is determined to be legally liable). Where Liabilities are caused only in part by the grossly negligent act, IDE's duty to indemnify any Lessee Releasee will be proportionately limited to IDE's percentage of liability as determined by a court of law, or as agreed to by IDE and the Lessee. However, nothing herein will require IDE to be responsible to indemnify the Lessee Releasee for the amount of any final judgment in which it has been found that such injury, death or loss, or damage to property was caused in whole or in part by the Lessee Releasee's negligence. The indemnities arising under this Paragraph 18 will survive expiration or termination of this Agreement.

(c) Indemnification Procedure. A Party's obligations hereunder to indemnify the other Party will be conditioned upon the Party seeking indemnification (the "Indemnified Party"): (i) providing the other Party (the "Indemnifying Party") with prompt notice of any occurrence giving rise to any potential liability (the "Indemnification Notice"), which notice will include a reasonable identification of the alleged facts giving rise to

such liability (together with: (A) a general description of the incident, the claim or lawsuit; (B) a copy of the complaint, petition, claim letter, or investigative or incident report (if any); and the (C) date by which the claim or lawsuit (if any) must be answered); and (ii) cooperating at the Indemnifying Party's request with the defense or settlement of such liability. After receipt of the Indemnified Party's Indemnification Notice pursuant to this Paragraph 18, and upon giving notice to the Indemnified Party within not more than 15 days of such receipt (or sooner if the nature of the claim so requires and if so specified in the Indemnification Notice), the Indemnifying Party has the right to defend the claim at its own cost and expense with counsel of its own selection, provided that: (A) each Indemnified Party will have the right to participate in the defense of any liability for which the Indemnified Party seeks indemnification, by using attorneys of such Indemnified Party's choice, at such Indemnified Party's expense; (B) the claim seeks only monetary damages and does not seek any injunctive or other relief against the Indemnified Party; and (C) the terms of the compromise and settlement, if any, require only the payment of money and do not require the Indemnified Party to admit any wrongdoing, take or refrain from taking any action, acknowledge any rights of the third party making the claim or waive any rights that the Indemnified Party may have against such third party making the claim. If the Indemnifying Party fails to give notice of its intention to participate in the claim in accordance with this Paragraph 18, then the Indemnifying Party will be deemed to have waived its right to participate in the claim and the Indemnified Party will have the right (but not the obligation) to undertake the defense of the claim and compromise and settle the Claim on behalf, for the account and at the risk and expense of the Indemnifying Party.

18. LESSEE'S WARRANTIES. Lessee acknowledges that Lessee has selected the Equipment rented hereunder based entirely and solely on Lessee's judgment and not based on any advice by Lessor. Lessee warrants that Lessee is familiar with and competent to use the Equipment. . Lessee represents that Lessee is not relying on the Lessor's advice or expertise regarding proper use, care, operation, repair, or maintenance of the Equipment, or regarding installation and removal techniques required in the utilization of the Equipment covered by this Agreement. Lessee agrees that it shall assume complete responsibility for the condition, operation, inspection, and maintenance of the Equipment during the term of the Equipment lease. Lessee also warrants that at the time of execution of this Agreement, it has provided written notice to Lessor as to whether : (a) the project for which the Equipment is leased is a public works contract; (b) as to contracts related to the project for which the Equipment is leased, whether a state, city, or other governmental agency is a party to such contract or to any primary contract, and (c) the project for which the Equipment is leased is covered by state, city or other governmental prevailing wage law.

19. BINDING EFFECT/ENTIRE AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors, legal representatives, and permitted assigns. This is the entire Agreement between the parties, except as otherwise expressly stated on page 1 hereof, related to the subject equipment referred to in this agreement. There are no other oral or written promises, terms, conditions, representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, including without limitation, implied warranties or conditions of merchantability or fitness for a particular purpose, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement.

20. CHOICE OF LAW, FORUM. This Agreement, and all of its terms and conditions, shall be deemed to have been executed in the State of North Carolina, and shall be construed, interpreted, and enforced according to the substantive laws of the State of North Carolina, without giving effect to any rules or principles of conflicts of law. Lessee hereby agrees, as to any litigation, legal action, or legal proceeding initiated by Lessee against Lessor related to or arising from this Agreement, that Lessee shall be subject to personal jurisdiction in the State of North Carolina, and Lessee further hereby agrees and consents that venue as to any litigation, legal action or proceeding pursued by Lessee against Lessor related to or arising from this Agreement shall lie solely and exclusively in a United States federal court sitting in a United States federal court sitting in the City of Greensboro, or in any North Carolina superior or district court located in Guilford County, and to the fullest extent permitted by law, Lessee waives any claim that such venue is an inconvenient forum. Lessee further agrees, for any litigation, legal action, or legal proceeding initiated by Lessor against Lessee, that Lessee shall be subject to personal jurisdiction in the State of North Carolina, the State where Lessee resides, and the State where the Project is located, and Lessee hereby agrees and consents that venue as to any litigation, legal action, or legal proceeding pursued by Lessor against Lessee related to or arising from this Agreement shall lie solely and exclusively in any state or United States federal court in either the State of North Carolina, the State where the Lessee resides, or the State where the Project is located (collectively, the "Venues"), that IDE shall choose among such Venues, at Lessor's sole and exclusive discretion, and that Lessee hereby agrees to submit to Lessor's choice of such Venues, and to the fullest extent permitted by law, Lessee hereby waives any claim that any suit brought in any of such Venues has been brought in an inconvenient forum.

21. VALIDITY OF CONTRACT TERMS AND SEVERABILITY. If any term or provision of this Agreement is determined to be illegal, invalid, or unenforceable by any arbitrator or any court of competent jurisdiction, then such term or provision shall be modified to the extent possible and necessary to preserve the original intentions of the Parties hereunder, and the validity and enforceability of the remaining terms and provisions shall not be affected or impaired thereby and remain binding and enforceable.

22. WAIVER, AMENDMENT OR MODIFICATION. No provision of this Agreement shall be deemed waived, amended or modified by either party unless the waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment, or modification is sought to be enforced. Neither the acceptance by Lessor of any payment after the same is due or the failure by Lessor in any one or more instances to pursue any of the remedies of Lessor herein provided on account of any past or future Event of Default either in the making of the payments or the performance of the various obligations imposed by this Agreement, nor course of dealing between the Parties, shall serve as a waiver or adversely affect any of Lessor's rights under this Agreement.

23. EQUIPMENT MONITORING AND DISABLING. Lessee acknowledges that the Equipment may contain a global positioning system device ("GPS") that records certain activities and functions of the Equipment while on rent by the Lessee. Lessor retains all rights to the data collected by the GPS and may use such information at its sole discretion. Lessee is prohibited from disabling this GPS in any way. If disabled by Lessee, such disabling shall constitute an Event of Default, and, in addition to all other remedies available to Lessor for Events of Default, Lessor may terminate this Agreement UPON PROVIDING A (5) DAY NOTICE. and the Lessee must return the Equipment to Lessor, according to the terms and conditions provided for in Paragraph 3 and Paragraph 12 of this Agreement. In cases where such GPS also has the ability to disable the equipment, Lessee agrees that such disabling operations shall be used at the sole option of Lessor in the event of nonpayment, late payment, or other Event of Default, and such disabling may be implemented without termination of this Agreement, and without notice and such disabling shall not relieve Lessee of any of Lessee's obligations under this Agreement.

24. ADDITIONAL ACCESSORIES TO EQUIPMENT. If during the Rental Period, Lessee seeks from Lessor additional parts for the Equipment which are not part of the original Agreement (“Additional Accessories”), and Lessor agrees to provide such Additional Accessories to Lessee, the Parties hereto will execute an amendment to this Agreement which shall be subject to all the terms and conditions of this Agreement and which shall describe and provide the Additional Accessories for the Equipment, the additional monthly rental cost for the Additional Accessories, the stipulated loss value for the Additional Accessories, and any and all other information required by the original Agreement. All amendments to this Agreement must be in writing and signed by the Parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both the Parties.

25. UCC FILING. Lessee hereby authorizes Lessor (and/or the actual owner of the equipment) to file any UCC financing statement or amendment, identifying the Lessee as debtor and the Equipment as collateral, that Lessor deems appropriate to identify, protect, and prioritize Lessor’s (and/or the actual owner of the equipment’s) interest in the Equipment. Lessee hereby grants and assigns to Lessor (and if applicable, to the actual owner of the equipment) a continuing security interest in all of the Lessee’s right, title and interest in and to the Equipment (if any such right, title and interest exists). If Lessor so requests, prior to acceptance of delivery of the Equipment, Lessee shall have the affirmative duty to provide Lessor with the names of its creditors or lenders that Lessor may provide appropriate notice to said creditors or lenders to protect Lessor’s interest in the rented Equipment. Such creditors or lenders of Lessee include but are not limited to any person or entity having or holding an interest or collateral in Lessee’s inventory. Lessee shall have a continuing obligation to notify Lessor immediately of the existence and interest of any of its lenders and/or creditors that obtain any lien or security interest in any of Lessee’s equipment or inventory. Lessee hereby certifies and confirms that its business location, for the purpose of UCC secured transactions, is the following:

_____. Lessee shall promptly notify Lessor of any change in this address. Lessee also certifies and confirm that it shall promptly notify Lessor if the Equipment is being used in any state other than the state that is the location of Lessee’s business, as identified in this Paragraph 25. Lessee and Lessor acknowledge that this Agreement is meant to be a lease, creating no more than bailment rights in the Lessee and not diminishing the ownership rights of Lessor (or the actual owner of the equipment) Any UCC financing statement or amendment filed by Lessor (or by the actual owner of the equipment) related to the Equipment relates to leased Equipment, and the Parties to this Agreement acknowledge and agree that such UCC financing statement or amendment is being filed by Lessor (or by the actual owner of the equipment) solely for precautionary purposes. Should this Agreement, by application or interpretation of law, be construed as vesting more than a mere bailment right in either the Lessee, Lessee agrees to indemnify and hold IDE (or if applicable the actual owner of the equipment) harmless for any actual financial loss, including attorney’s fees and expenses, incurred by Lessor (or the actual owner of the equipment) in gaining, losing, or asserting its ownership and/or prioritized security rights to the Equipment.

26. FORCE MAJEURE. For purposes of this Agreement, an event of force majeure shall be defined to include causes, conditions, events, or circumstances which are beyond the reasonable control of the Party claiming force majeure, and which could not with the exercise of diligent efforts have been avoided, and such causes, conditions, events, or circumstances include war, terrorism or sabotage, riot, armed conflict, revolution, act of civil disobedience, act of a foreign enemy, invasion, national emergency, embargo, fire, casualty, explosion, accident, act of God, catastrophe, natural disaster, including but not limited to, earthquake, flood, tsunami, or extreme weather condition, pandemic, epidemic, widespread disease, or other public health crisis, requirements of statute, ordinance or regulation of civil or military authorities, governmental acts, restrictions, direction, or regulation, labor disturbance such as but not limited to strikes, labor disputes, labor shortage, or boycott, shortage of or inability to obtain critical material or supplies or fuel, prolonged interruptions of or breakdown in transportation, common carriers, telecommunication, power supply or other public utility service, or any other contingency whatsoever whether of the same or different nature (collectively, “force majeure event” or “Event”). The Parties agree that this force majeure provision shall become effective only if the Party invoking this provision promptly provides written notice to the other Party of the Event; initial notice may be given orally, but written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

(a) Lessor’s Claim of Force Majeure Event: In the event that Lessor is directly or indirectly prevented from performing or is unable to perform any of its obligations under this Agreement due to a force majeure event, whether foreseeable or unforeseeable, Lessor, in its sole discretion, may either suspend its performance obligations or terminate this Agreement. If Lessor terminates this Agreement, all of Lessor’s performance obligations are completely excused. If Lessor suspends its duties to perform under the Agreement, Lessor shall use reasonable efforts to comply with the terms of this Agreement as soon as it is reasonably possible to do so. In the event of a suspension of Lessor’s duties to perform, Lessee shall have the right to terminate this Agreement if Lessor’s inability to perform due to the Event continues beyond sixty (60) days. If Lessor invokes this force majeure paragraph, and notwithstanding the exclusive remedies set forth in Paragraph 16 of this Agreement (“Exclusive Remedies”), in no event shall Lessee be entitled to any of the Exclusive Remedies or shall Lessor be liable for any damages or claims or Liabilities (as defined in this Agreement) whatsoever for its or any third party’s failure or non-performance, partial, or delay of performance.

(b) Lessee’s Claim of Force Majeure Event Prior to Delivery of Equipment: As to a claim by Lessee that it is prevented from performance due to a force majeure event where such claim is made prior to Lessee’s receipt of the Equipment, and only if Lessor agrees in writing that an Event has occurred and that the inability to perform is caused thereby, Lessee may elect either to cancel this Agreement or to request a delay of the delivery of the Equipment; either election shall be without cost to Lessee, unless Lessor already has incurred expense associated with the fulfillment of the Agreement and/or is in the process of delivery of the Equipment (Equipment is in transit), in which event Lessee shall still be fully liable and responsible for the costs Lessor has incurred at the time of cancellation or request for delivery delay, including but not limited to insurance, transportation, and other costs related to the Equipment pursuant to the Agreement.

(c) Lessee’s Claim of Force Majeure Event After Delivery of Equipment: As to a claim by Lessee that it is prevented from performance due to a force majeure event where such claim is made while Lessee already is in possession of the Equipment, and if Lessor agrees in writing that an Event has occurred and that the inability to perform is caused thereby, the Parties agree that the following options may be made available to Lessee (neither of which may be elected by Lessee if there is a then-existing Event of Default by Lessee as defined herein, in which case Lessee may make no claim pursuant to the force majeure provision of this Agreement). Election Option 1 - Cancellation: if as a result of the Event Lessee elects to cancel this Agreement and to return the Equipment during the Minimum Guaranteed Rental Period, and if Lessor agrees to such cancellation in writing, Lessee may avoid its obligation to remit to Lessor any rental payments due for the time period remaining of the Minimum Guaranteed Rental Period (such remaining time period to be calculated as beginning the first day after the Equipment has been returned to Lessor at its Designated Receiving Point), but only if Lessee’s account balance is paid in full within fifteen (15) days of Lessor’s receipt of the Equipment; Election Option 2 - Suspension: if as a result of the Event Lessee elects to keep the Equipment and to resume Equipment use after the Event has ended, Lessee’s obligation for future Lease Payments for the time period remaining of the Minimum Guaranteed Rental Period shall be suspended until Lessee’s Equipment use resumes, but only if Lessee’s account balance is paid in full within fifteen (15) days of Lessor’s written agreement allowing such suspension; provided however that even after agreeing to such suspension, Lessor

retains the right to terminate this Agreement if Lessee's inability to perform due to the Event continues beyond sixty (60) days.

Other than specifically stated in Paragraphs 26(b) and 26(b) of this Agreement, in no event shall a force majeure event relieve Lessee of its remaining obligations under this Agreement, including but not limited to the following: (i) to make Lease Payments incurred and due and owing prior to the Event, (ii) to pay amounts due related to Post Rental Inspection and Repair as provided for in Paragraph 13 of this Agreement, (iii) to pay Transportation Charges as provided for in Paragraph 3 of this Agreement, or (iv) to maintain insurance as provide for in Paragraph 8 of this Agreement. Where a force majeure event is asserted, and where performance obligations are suspended as provided herein (and not terminated), the claiming Party shall provide to the other Party frequent status updates on its ability to resume performance of the Agreement and the termination of the force majeure event, and shall take all reasonable steps to minimize damages and resume performance, The suspension of performance shall be of no greater scope and no longer duration than is necessary and, upon termination of the force majeure event, the performance of any suspended obligation or duty shall without delay recommence. This force majeure provision shall not relieve either Party for its obligations to indemnify as provided in this Agreement.

27. NOTICE. Except as otherwise set forth in this Agreement, any notices required or permitted to be given hereunder shall be given in writing and shall be delivered in one of the following methods (unless another form of notice is agreed to by the Parties in writing): (a) in person, with provision of a signed receipt by the recipient confirming delivery; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notice shall be addressed as set forth below, or to such other address as either party may, from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, Notwithstanding the above, Lessor may provide the Agreement, invoices, notices, and other communications to Lessee in an electronic format.