

TERMS AND CONDITIONS

For good and valuable consideration, you and Atlas Machinery LLC, a Colorado Limited Liability Company, (CO Trade Name/ DBA Atlas Machinery Rentals), (hereinafter, "AML") agree as follows: 1. As used herein, "P.1" means the first page or "face" of this Contract, "Contract" means P.1 together with these Terms and Conditions of Rental Contract, "\$" means a numbered Section of this Contract, "Rented Item(s)" or "Item(s)" means the item(s) provided to you, as identified on P.1 (including the "Instructions" referenced in § 5); "Site" means the delivery or use address set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1, and "Lessor," "we," "us" and "our" mean Atlas Machinery LLC.

2. You agree to rent from AML and AML agrees to rent to you the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by AML. Unless otherwise specifically agreed in writing by AML, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per calendar day, 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" referenced in § 5. You agree to pay additional prorated rent and all other applicable charges and costs for late returns and overuse. Over-usage (overtime) fees will be calculated as any hours exceeding the defined normal use of the Rented Item(s). The over-usage fee will be calculated by dividing the daily rental rate for the Rented Item(s) by 8, multiplied by 150%, multiplied by the hours in excess of the normal use as defined above. Late returns will be subject to a charge of half of the daily rental rate for that machine. Both over-usage and late return fees can be charged. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise specifically agreed in writing by AML, you: (a) are required to pay to AML: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) agree that: (i) AML may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to AML; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delays(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to hold harmless AML. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of AML's representatives and third-party delivery personnel regarding the same (including status, condition, quality, utility, freedom from defects, and quantities). 4. Except with respect to Rented Item(s), AML rents from one or more third-party owner(s) (each, a "TPO") and re-rents to you (each, a "Re-Rented Item"). AML owns and will retain title to all Rented Items at all times. Your only right with respect to the Rented Item(s) (including Re-Rented Items) is to use it/them in full compliance with this Contract during the Term. You shall not permit the taking or existence of any lien, claim or encumbrance on any such Item. You shall not transfer, sublease or assign any Rented Item, or this Contract without the prior written consent of AML (in its sole discretion). AML may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorney to the assignee, and that such assignee shall not be responsible for, any pre-existing obligations or liabilities of AML.

5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by AML), carefully examined and inspected solely by you; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including without limitation, all applicable EPA, OSHA, DOT, FMCSA, ASME, IEEE, IBC, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including without limitation, Tier 4, silica dust and ELD requirements); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, permits, authorizations and approvals from, the appropriate governmental authorities; (vi) will ensure the Site is reasonably clean, safe and secure; (vii) will advise all local utilities and cable companies, and clearly mark all underground lines and utilities, before using any Item(s) to dig or disturb the ground surface (call 811 and go to www.colorado811.org at least 3 business days in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all others comply with this § 5. You agree to notify AML immediately if any of the above statements should prove incorrect or misleading at any time. You will notify us immediately if any of the foregoing becomes untrue.

6. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS. EXERCISE EXTREME CARE AND ENSURE THAT ALL RENTED ITEMS ARE USED ONLY FOR ITS/THEIR INTENDED PURPOSE(S). RENTED ITEMS SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S),** and ensure that each such Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the Site; (d) **BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED AND/OR LICENSED ADULTS;** and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, and within the bounds of this Contract at all times.

7. You shall protect, properly service, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to AML on time, clean and -otherwise in good order, free of contamination (including asbestos, beryllium and silica), condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from, the Site, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, -policy of insurance or warranty; expose any Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable or circumvent any safety device(s) in or on any Rented Item(s); or (v) take possession of or exercise control over any Rented Item, without our prior written consent (which may be granted, conditioned or withheld in our sole discretion). If you fail to fully and timely comply with this section, then in addition to your other obligations arising under this Contract, you will pay AML: (a) Rent for each succeeding full rental period until all such Item(s) have been returned or replaced as required; and (b) all costs and expenses AML may incur in connection with such failure. If you fail to do abide by the provisions above, then in addition to the amounts set forth on P.1, you will pay us: (a) prorated hourly Rent until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure, including without limitation, cleaning costs (including materials, supplies, and time), repair or maintenance costs, and up and including the full (new) replacement cost of the Rented Item(s). 8. In the event of a Malfunction, you will immediately notify AML, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission (including any breach of this Contract) by you or anyone you permit to use or otherwise deal with any Rented Item(s), AML will, at its sole option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) return the unused portion of the Rent for the Malfunctioning Item and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. AML will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated direct, indirect, incidental and consequential damages.

9. You agree to maintain all insurance AML deems necessary, including without limitation: (a) liability insurance with limits of at least \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; (c) workers' compensation and employer's liability coverage; and (d) for all vehicles and trailers included with or in the Rented Item(s), hired auto physical damage (for actual cash value) and hired auto liability insurance with minimum limits of \$1,000,000, and as applicable: (i) naming AML as an additional insured and loss payee; (ii) waiving subrogation against AML; (iii) being primary and non-contributory; (iv) including a severability of interests provision; and (v) incorporating such other provisions (including deductibles) as AML may require. You irrevocably appoint AML as your agent and attorney-in-fact to submit and negotiate claims and payments on

all such policies.

10. **NO WARRANTIES: AML IS NOT THE MANUFACTURER OR DESIGNER of any Rented Item(s), all of which are provided "AS-IS". NEITHER AML NOR ANY TPO MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty(ies) arising from course of dealing, -course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of AML OR ANY TPO, nor does AML OR ANY TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, DEPICTIONS, -SPECIFICATIONS, MODELS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY AML OR ANY TPO.**

11. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, FUELING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AML, EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, contractors and/or employees; and except only as provided in § 5, (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee. 12. If and only if, we have offered, and you have elected to purchase our OPTIONAL RENTAL PROTECTION PLAN ("RPP") and paid the RPP fee set forth on Page 1, then with respect solely to Item(s) covered by RPP ("Covered Items"), your liability to AML for physical damage to such Covered Items will be limited to the extent set forth in our "Rental Protection Plan Guide," a copy of which you (a) acknowledge you have received and carefully reviewed; and (b) agree to honor and be bound by. RPP IS NOT INSURANCE. NOR IS IT A WARRANTY.**

13. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your right(s) to possession of the Rented Item(s) and/or the Term; (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any or all such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each of the Indemnitees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, loss of use, interest, attorneys' fees and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

14. To the maximum extent permitted under applicable law, you hereby ratify, acknowledge, confirm, and grant to AML: (a) a lien on all real and personal property improved with and/or attached to any Rented Item(s), or on which any Rented Item(s) may be located or used; and (b) a claim on any payment bond provided in connection therewith. We may, without notice or liability to you, remotely monitor (which may include the use of GPS, telematics and other electronic surveillance) and/or inspect any Rented Item(s) at any time, and all information and data thereby obtained will be the sole and exclusive property of AML. If any performance required of AML is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize AML to charge all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay AML the maximum lawful charge for any check you write which is returned unpaid. No legal action shall be maintained by you against AML unless: (a) written notice of your claim is delivered to AML within 30 days after the event complained of first becomes known to you; and (b) such action is commenced in a court of competent jurisdiction within one year after your cause of action accrues. In any event, AML's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. You agree to pay all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. In the event any legal action is commenced in connection with this Contract, if AML is the prevailing party, AML will be entitled to recover its costs and expenses associated therewith (including without limitation, reasonable attorneys' fees and expenses) from you. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available hereunder or in connection herewith will constitute an election of remedies or a waiver of any right or remedy we may have, all of which shall be cumulative. 15. This Contract, our RPP Guide and any other document(s) provided by AML (each of which is incorporated herein), represent the entire agreement between you and AML, superseding all other oral and written agreements and representations, including AML's website and advertising. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by AML. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s), if any (each of whom shall be deemed an intended third-party beneficiary of your agreements hereunder, as applicable). This Contract will be deemed to apply not only to all Item(s) identified on P.1, but also to all other items you obtain from AML at any time (except only as otherwise agreed by AML). You authorize AML to submit all amounts coming due under this Contract (up to 150% of the new replacement cost of the Rented Item(s)) to any debit or credit card(s) you provide, and you waive all associated setoffs and chargebacks. All amounts due from you hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. You agree that this Contract: (a) is fair and reasonable under the circumstances; and (b) shall be interpreted under the laws of the State (with proper venue for any and all associated civil lawsuits and legal proceedings lying solely and exclusively in the federal, state, county and local courts located in or nearest to) the AML location from which you obtained the Item(s) (unless waived by AML). You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract shall be deemed originals.

16. **WARNING: Obtaining or exerting unauthorized control over property or services of another, with intent to deprive the owner of the use thereof without the owner's consent may be deemed theft, subjecting the violator to CRIMINAL PROSECUTION under Colorado Revised Statutes including but not limited to C.R.S. 18-4-401 (as amended) and all applicable criminal statutes within the appropriate jurisdiction in addition to CIVIL PENALTIES.**

17. **DEBIT AND CREDIT CARDS: By signing below, you: (a) agree that all charges due and coming due hereunder are subject to FINAL AUDIT by Atlas Machinery LLC, ("AML" or "Lessor"); and (b) authorize AML to charge all amounts due and coming due under this Rental Contract (up to 150% of the new -replacement value of the Item(s) Rented as identified above) (hereinafter, "Rented Item(s)") to any and all debit or credit card(s) you provide. The debit or credit on file will remain active until this contract is fulfilled. This includes but is not limited to rental charges, late charges, excess usage (overtime) charges, cleaning charges, damage/**

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO THE LESSEE

I have rented from Atlas Machinery LLC., a Colorado Limited Liability Company (hereinafter referred to as "AML," "Lessor," "we," "us," and/or "our"), one or more item(s) ("Rented Item(s)"), the use of which may generate and/or result in exposure to respirable crystalline silica ("Silica Dust") and/or asbestos, under the terms of the Rental Contract I have executed with AML (the "Rental Contract") identified below.

I am aware that: (a) Asbestos and Silica Dust are considered "toxic substances" or "harmful physical agents" ("Hazard") meaning that exposure to it/them (whether by direct use or by indirect exposure such as through exposure to such dust that has settled on equipment) may result in illnesses such as kidney disease, chronic obstructive pulmonary disease ("COPD"), mesothelioma/lung cancer, asbestosis, silicosis and/or other respiratory and related illnesses; and that (b) Occupational Safety & Health Administration ("OSHA") guidelines (including 29 U.S.C. §§ 1910.1053, 1926.1153, and 1928, et. seq., and their respective successor provision(s)), require employers to, among other things:

(i) Ensure that no employee is exposed to levels of Silica Dust exceeding 50 micrograms per cubic meter of air, averaged over an 8-hour shift (the "Permissible Exposure Limit" or "PEL"); (ii) Use engineering controls, such as water or ventilation to limit worker exposure to the PEL; (iii) Limit access to high exposure areas; (iv) Provide respirators when engineering controls cannot adequately limit exposure; (v) Develop a written exposure control plan; (vi) Offer medical exams to highly exposed workers; and (vii) Train workers on associated risks and how to limit exposure

Approved reduction methods (depending on the nature of the activity) include: (a) Dust suppression (wet methods, surfactants, etc.); (b) Vacuum dust collection; (c) Personal protective equipment (e.g., Respirators [APF 10 or 25, as applicable based on exposure]); (d) Ventilated booths; (e) Operator isolation; and (f) others (e.g., speed controls, use restrictions, timing limitations and protective clothing).

WE STRONGLY RECOMMEND THE USE OF PERSONAL PROTECTIVE EQUIPMENT ("PPE"), INCLUDING RESPIRATORS, WHEN WORKING WITH THE RENTED ITEM(S) (Note: OSHA requires use of respirators in many cases when items such as handheld power saws, walk-behind saws, drills, chippers, jackhammers and grinders are used. Refer to the applicable OSHA publication(s) cited below for additional information). The standards also require DECONTAMINATION of all Rented Item(s) that has/have been exposed to Hazmat. Accordingly, I the undersigned, hereby acknowledge and agree as follows with respect to the subject Rented Item(s) (and with respect to any and all of my future rentals of the same or similar item(s) from AML, I will ensure the following):

(1) that the recommended or required PPE has been made available to me by AML on reasonable terms; (2) that I have elected to Accept or Decline such PPE with full knowledge of the potential hazards associated with using the Rented Item(s), as well as the hazards associated with failing to use PPE; (3) that I have personally selected, examined, inspected, tested and approved each Rented Item; (4) that I have: (a) received, carefully reviewed, and fully understand all applicable safety guidelines, instructions, warnings and requirements, including without limitation all applicable OSHA regulations (including OSHA § 1910.1001 and 1053, and § 1926.1101, 1153 and 1928), the applicable OSHA Fact Sheet(s) available at: <https://www.osha.gov/Publications/OSHA3681.pdf> (Construction) and <https://www.osha.gov/Publications/OSHA3682.pdf> (General Industry and Maritime), OSHA's Silica Dust webpage at: <https://www.osha.gov/silica/index.html>, OSHA's Asbestos webpage at: <https://www.osha.gov/SLTC/asbestos/standards.html>, and all associated training and familiarization with respect to the Rented Item(s) (collectively, "Instructions and Warnings"); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions I had regarding the same; and

(5) that each Rented Item is timely returned to AML clean and entirely free of contaminants, including without limitation, asbestos and silica dust (failing which, I will be responsible for all cleaning and/or decontamination fees, in addition to my other obligations to AML).

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN:

(A) INJURY, ILLNESS AND/OR DEATH; AND/OR (B) SUBSTANTIAL FINES AND/OR OTHER PENALTIES.

I, the undersigned, acknowledge and agree that I: (a) understand the above referenced requirements, Instructions and Warnings; (b) will fully and timely comply with each of the same; and (c) understand and knowingly and voluntarily: (i) assume all associated risks and liabilities; and (ii) agree to indemnify, defend and hold harmless the "Indemnitees" identified below with respect thereto. ACCORDINGLY, IN ADDITION TO MY OBLIGATIONS UNDER EACH RENTAL CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I, FOR MYSELF AND FOR THE "CUSTOMER," "RENTER" OR "LESSEE" IDENTIFIED IN THE RENTAL CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ATLAS MACHINERY LLC., ITS PARENTS, AFFILIATES, SUPPLIERS AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ANY AND ALL ILLNESSES, PERSONAL AND BODILY INJURIES (INCLUDING DEATH), CONTAMINATION, PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR ASSOCIATED WITH THE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, THE USE, TRANSPORTATION, MOVEMENT, STORAGE, MAINTENANCE AND/OR REPAIR OF SUCH RENTED ITEM(S), GENERATION OF AND EXPOSURE TO ASBESTOS AND/OR SILICA DUST, AND/OR ANY REFUSAL AND/OR FAILURE TO PROPERLY USE, PPE IN CONNECTION THEREWITH, WHETHER BY MYSELF OR BY ANY OTHER PARTY(IES). This Addendum, supplements each Rental Contract entered into between AML and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective parents, affiliates and/or subsidiaries) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of the Indemnitees (or any of them) under such Rental Contract(s), at law or in equity. This Addendum cannot be modified or rescinded unless authorized in writing by AML. The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be deemed an original for all purposes.

TRAILERS: By signing below, you represent, warrant, acknowledge and agree that, with respect to all trailers included with/in the Rented Item(s), you shall: (a) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (b) secure, protect and regularly inspect all contents of, and refrain from overloading, such trailers; (c) exclude all illegal and/or hazardous substance(s); (d) comply with all laws, rules and regulations (including DOT and FMCSA requirements), and connect all lights and turn signals; (e) avoid confiscation, seizure, impounding and/or "booting"; (f) timely pay all tolls, taxes, fees, fines, and other charges; (g) maintain them in roadworthy condition; and (h) and do hereby waive all claims against Lessor for damage to motor vehicle(s) (including bumpers, hitches and mirrors), as well as all associated direct and indirect damages (see Page 2 hereof).

DROPOFFS: By signing below, you acknowledge that you: (a) have requested that Atlas Machinery LLC ("AML" or "Lessor") deliver and/or retrieve the Rented Items at/to the location specified above (the "Site") in your absence; (b) have received all familiarization, training, instructions and warnings applicable to such Rented Item(s); (c) voluntarily assume all liability for such Items (including without limitation, all loss and/or

damage thereto) from and after such delivery; and (d) agree to accept the statements of AML's representatives regarding the status, condition, and quantity(ies) of such Rented Items and the Site as of the date and time of such delivery and retrieval (and waive and relinquish any and all claims to the contrary).

FUEL and CLEANING: Customer acknowledges that they have been properly instructed by AML of the correct type of fuel (diesel or unleaded gasoline) which the Rented Item(s) require(s). Customer acknowledges each fuel port has been marked with the specific type of fuel required. If the customer is unsure which type of fuel to use or where the fuel tank cap is located the Customer is directed to contact the Company or seek guidance from the respective Operation and Maintenance Manual provided to the customer for the specific Rented Item for direction. Customer agrees to only put new and proper fuel into the fuel tank. Use of the wrong type of fuel can cause extensive damage to the Rented Item(s) which will result in additional significant charges to the Customer. If the Rented Item is returned without a full fuel tank the Customer agrees to pay an additional charge of \$6.00 per gallon of fuel (rounded up to the nearest gallon) needed to fill the tank added to the final bill. Customer may refill the fuel tank with the proper fuel without additional charge. Equipment must be cleaned and maintained in accordance with this contract. Additional cleaning/ maintenance charges will be incurred for improperly cared for Rented Item(s) at a rate of \$75 per hour plus any materials, supplies, shop fees, cost of other contractors, or other expenses incurred to AML necessary to bring the state of the Rented Item(s) back to a clean and good condition as outlined in the Contract. This provision does not eliminate any other expenses/ fees due to other provisions of the Contract.

MAINTENANCE: You agree to properly maintain and care for each Rented Item at all times. Maintenance schedules are provided in the Rented Item's Operation and Maintenance Manual. This includes but is not limited to ensuring proper levels of engine oil, transmission oil, coolant, hydraulic fluid, lubricants, grease points, fluids, fuel, tire pressure and ensuring all brakes, switches, levers, control functions, and filters are clean and functional. Any leaks, vibrations, abnormal noises, loose bolts or other loose items, or abnormal circumstances should immediately result in the Customer safely parking and shutting off the Rented Item and contacting AML for further guidance. A daily check for all of these and other check points should be conducted in accordance with the Rented Item's Operation and Maintenance Manual. Customer agrees to pay all operating and maintenance expenses while the Rented Item is out of the possession of AML. All repairs and/or maintenance costs shall be at the Customer's expense.

DEBIT AND CREDIT CARDS: By signing below, you: (a) agree that all charges due and coming due hereunder are subject to FINAL AUDIT by Atlas Machinery LLC ("AML" or "Lessor"); and (b) authorize AML to charge all amounts due and coming due under this Rental Contract (up to 150% of the new replacement value of the item(s) Rented as identified above) (hereinafter, "Rented Item(s)") to any and all debit or credit card(s) you provide. The debit or credit on file will remain active until this contract is fulfilled. This includes but is not limited to rental charges, late charges, cleaning charges, damage/repair charges, fuel charge, etc. as outlined within this contract. You hereby give up your right to credit card, and debit card charge backs. Any attempted charge back will result in a fee equal to 300% of any amounts due and coming due under this Rental Contract.

FORESTRY ADDENDUM TO RENTAL / SALES AGREEMENT AND LIABILITY RELEASE -The following additional terms and conditions shall apply when a Customer ("Customer") rents or purchases the following attachments: Forestry Cutter, Rotary Mower, Tree Saw, Tree Shear, or Stump Grinder (the "Attachments") from any Atlas Machinery LLC., subsidiary, or division (collectively and individually as the "Company").

1. Customer acknowledges that the Company has furnished an Operation and Maintenance Manual for the Attachments described in the Rental / Sales Agreement.
2. Customer hereby warrants and represents that Customer read the Operation and Maintenance Manual pertaining to the Attachments and the Customer is familiar with all Warnings contained therein.
3. Customer acknowledges that the Company furnished a safety DVD, if available, or provided a link to a safety video and Customer has reviewed the applicable safety video.
4. Customer further acknowledges that a Company representative has shown Customer the instructional signs and decals on the Machinery, Powered Tools, Equipment, Implements and/ or the Attachments.
5. Customer acknowledges that a Company representative instructed Customer in the proper operation and cleaning of the Machinery, Powered Tools, Equipment, Implements and/ or the Attachments. Customer agrees to clean the Machinery, Powered Tools, Equipment, Implements and/ or the Attachments as set forth in the Operation and Maintenance Manual as necessary to avoid the possibility of fire or other damages related to the overheating equipment. CUSTOMER ACKNOWLEDGES THAT A COMPANY REPRESENTATIVE HAS THOROUGHLY EXPLAINED THE NEED FOR PROPER CLEANING, AS WELL AS THE RISK OF FIRE IN THE EVENT THE MACHINERY, POWERED TOOLS, EQUIPMENT, IMPLEMENTS AND/ OR THE ATTACHMENTS ARE NOT PROPERLY CLEANED.
6. Customer further agrees that the Company shall not be liable for any losses, claims, actions, expenses, injuries, or damages as a result of Customer's failure to follow any warnings or instructions as set forth in the Operation and Maintenance Manual or training and instruction materials.
7. Customer acknowledges that has reviewed the Rental Condition Report and that the Rental Condition Report is complete and accurate in all respects.
8. Customer acknowledges that a representative of the Company thoroughly explained the engine warning and monitoring system on the Machinery, Powered Tools, Equipment, Implements and/ or the Attachments to Customer. Customer agrees to comply with all applicable warnings and codes related to the warning and monitoring system.
9. CUSTOMER FURTHER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, COSTS, EXPENSES, PERSONAL INJURIES, PROPERTY DAMAGE, INCLUDING ANY DAMAGES RELATED TO DELAY, ARISING FROM THE OPERATION, POSSESSION, OR USE OF THE MACHINERY, POWERED TOOLS, EQUIPMENT, OR THE ATTACHMENTS, EXCEPT IN CASES OF THE COMPANY'S SOLE NEGLIGENCE.
10. CUSTOMER HEREBY RELEASES ANY CLAIMS NOW EXISTING OR HEREAFTER ARISING AGAINST THE COMPANY AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES, FOR ANY FIRE ARISING FROM OR CAUSED BY THE FAILURE OF CUSTOMER TO PROPERLY MAINTAIN AND CLEAN THE MACHINERY, POWERED TOOLS, EQUIPMENT, IMPLEMENTS AND/ OR THE ATTACHMENTS, AND CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD COMPANY AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS OF CUSTOMER AND/OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, CLAIMS BASED UPON STRICT LIABILITY AND TORT OR CONSEQUENTIAL DAMAGES), LOSSES, DAMAGES, OR JUDGMENTS, AND ANY AND ALL COSTS OR EXPENSES IN CONNECTION THEREWITH, INCLUDING ATTORNEY'S FEES.
11. The laws of the State that this transaction is conducted in shall prevail.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND THOROUGHLY INSPECTED EACH OF THE RENTED ITEM(S), ALL OF WHICH ARE COMPLETE AND IN GOOD ORDER, CONDITION AND REPAIR, PROPERLY FUNCTIONING, AND OTHERWISE IN ALL WAYS ACCEPTABLE TO YOU.

This is a legally binding Contract. Important Terms and Conditions appear on this Page 1 and on the Reverse Side or Page 2 hereof. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE UNLESS SEPARATELY APPROVED IN WRITING BY AML.

IMPORTANT, PLEASE READ CAREFULLY BEFORE SIGNING: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and reverse side (or Page 2) of this Contract, that you have received a complete and legible copy of this Contract. Our Rental Protection Plan ("RPP") is OPTIONAL and MAY BE DECLINED (see Section 12 on Page 2 of this contract), if you provide to AML proof of the property damage / inland marine insurance referenced in Section 9 of your Rental Contract. If you fail to pay the RPP Fee you will be responsible for all damage to the Rented

Items(s), at the full (New) replacement value thereof.