

MAXIM CRANE WORKS, L.P.
Master Rental Agreement
for Bare Rental Equipment - California

THIS MASTER RENTAL AGREEMENT FOR BARE RENTAL EQUIPMENT (this "Agreement") is made as of _____ 20__, by and between MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership, ("Maxim" or "Lessor"), 1225 Washington Pike, Bridgeville, PA 15017 and _____, a _____, ("Lessee") for the lease by Maxim to Lessee of certain machinery, equipment, accessories and other items on a bare rental basis.

1. **Rental Of Equipment:** Maxim hereby leases to Lessee, and Lessee hereby leases and hires from Maxim, on a bare rental basis only, the machinery, equipment, accessories and other items described in the Equipment Order Form(s) (in the form attached hereto as Exhibit "A") received from Lessee by Maxim from time to time after the date hereof (collectively, the "Equipment"). No Equipment Order Form shall be valid and applicable hereunder unless it is accepted and executed by Maxim. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS RENTED TO LESSEE ON A BARE RENTAL BASIS ONLY, in its "As Is" condition. Lessee, at its own expense, shall transport, operate, inspect, maintain and repair the Equipment (unless the parties hereto agree in writing otherwise), and return the Equipment to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear from normal use excepted. LESSEE IS RESPONSIBLE FOR ENSURING COMPLIANCE BY IT AND ITS EMPLOYEES/AGENTS, AND OF THE EQUIPMENT ITSELF, WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT AND REGULATIONS (INCLUDING BUT NOT LIMITED TO 29 C.F.R. 1926, SUBPART CC – CRANES AND DERRICKS IN CONSTRUCTION AND CFR 1910.18 – CRAWLER, LOCAMOTIVE AND TRUCK CRANES AND ALL APPLICABLE ANSI STANDARDS. Lessor shall have no responsibility of any kind for compliance with any such laws, regulations or ordinances during the period the Equipment is in Lessee's possession or control. Lessee acknowledges that it has read and understands this Lease in its entirety, including the Terms and Conditions on the following pages. This Lease is executed by a duly authorized representative of Lessor and Lessee.

2. **Term Of Agreement; Term Of Lease(s) Of Individual Pieces Of Equipment:** The term of this Agreement shall commence on the date first written above, and shall continue until either party terminates this agreement upon giving the other such party sixty (60) days advance written notice of such termination. Such notice of termination shall not affect or impair any of the agreements, obligations or duties of the Lessee or Maxim under this Agreement with respect to any Equipment rented by Lessee,

and Lessee's agreements, obligations or duties hereunder shall continue until the last piece of Equipment is returned to Maxim, payment in full by Lessee of all amounts owed hereunder is made, and all of Lessee's obligations hereunder are performed. The term(s) of the lease(s) of the individual pieces of Equipment leased by Lessee hereunder shall commence on the earlier of: (a) the date(s) specified in the Equipment Order Form for those particular pieces of Equipment, or (b) the date the first piece of such Equipment is shipped or transported to or for the benefit of the Lessee. Upon expiration of the term of a specific Equipment lease, the applicable Equipment shall be returned to a location designated by Maxim, in the same condition as when delivered to Lessee, ordinary wear and tear from normal use thereof excepted.

3. **Rent:** The rental amount for the Equipment shall be the amount set forth on the respective Equipment Order Form for the particular Equipment. Unless otherwise agreed by the parties on the Equipment Order Form for the particular Equipment, rent shall begin at the time the Equipment leaves Maxim's yard and shall continue until such time as the Equipment is returned as set forth above. Rent shall be subject to adjustment as follows: (a) Monthly rates are based upon Equipment use of 160 hours per month and will be pro-rated after the first month for subsequent periods less than one month based on the actual number of days; (b) Weekly rates are based upon Equipment use of 40 hours per week and will be pro-rated for periods less than one week at 1/3 of the base monthly rate; and (c) Daily rates are based upon Equipment use of 8 hours per day. Excess hours of Equipment usage for any period shall be calculated based on the following formula: excess charge equals the applicable rental rate (monthly, weekly or daily) times the fraction of excess hours divided by normal hours for the applicable period. For example, 15 excess hours during one month while the Equipment is rented on a monthly basis would be calculated as follows: applicable rental rate times 15/160. Rental amounts are not subject to any deductions on account of any non-working time of the Equipment (except as provided otherwise herein or as the parties hereto may agree in writing). Lessee shall not be entitled to any abatement of rent, deduction, reduction thereof or set-off, counterclaim, recoupment or defense against rent for whatever reason (except as provided otherwise herein or as the parties hereto may agree in writing). Unless otherwise agreed by the parties on the Equipment Order Form for the particular Equipment, all rent and other amounts arising hereunder (except for reimbursement of damage or accident repair expenses under Sections 10 and 11 below) shall be due and payable net thirty (30) days from date of invoice.

4. **Transportation Charges:** Unless otherwise agreed in writing by the parties on the Equipment Order Form for the particular Equipment, Maxim, at its own expense, shall load the Equipment F.O.B. at Maxim's yard, factory or other shipping point for transport to Lessee, and, upon return of the Equipment, unload it and pay all demurrage accruing at Maxim's yard, shipping or receiving point. Unless otherwise

agreed in writing by the parties on the Equipment Order Form for the particular Equipment, Lessee, at its own expense and risk, shall do all other loading, unloading, set-up, assembly, dismantling and transportation of the Equipment and shall pay all other freight, demurrage, storage, switching, drayage, rigging, trucking or other transportation charges against the Equipment (including but not limited to, fuel costs and taxes, mileage charges, weight and road use permits, highway taxes and any other IFTA taxes) from the time of shipment by Maxim to and including the time of the Equipment's return to Maxim. If the Equipment is transported on its own wheels, Lessee, at its own expense and risk, shall provide a responsible person (at least 21 years of age with a valid driver's license) to accompany the Equipment to and from the shipping and receiving point. Equipment shall be returned to the destination designated by Maxim.

5. **Operation Of The Equipment:** Lessee shall not subject the Equipment to careless or needlessly rough usage and Lessee hereby agrees that the Equipment shall be operated, inspected, maintained and repaired only by experienced, competent persons under Lessee's supervision and control. The Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operators manual, OSHA rules and ANSI standards. Lessee's operation of the Equipment shall not exceed the manufacturer's safety requirements and rated load capacities. If the Equipment is a crane, it is to be used as a lift crane ONLY. Demolition, dynamic compaction, pile driving, and clamming work require additional documentation and equipment authorized only by Maxim in writing. Equipment shall not be used when overloaded, while the operator is under the influence of drugs or alcohol in violation of state or federal law, or to carry persons or property for hire.

6. **Compliance With Laws:** Lessee shall comply with and conform to all laws, regulations, ordinances, rules and orders of any governmental entity relating to the possession, transportation and use of the Equipment, including but not limited to, all OSHA laws and regulations. Lessee shall also comply with all applicable ANSI Standards. Lessee agrees to assume full responsibility, and to the fullest extent allowed by applicable law, shall indemnify, defend and save Maxim harmless against actual or asserted violations of any such laws, regulations or standards, and pay all costs and expenses of every character, including reasonable attorneys' fees, occasioned by or arising out of any use, or loss of use, of any of the Equipment as the result of any violation of law, regulation or standard, while the Equipment is under Lessee's possession, supervision and/or control.

7. **Title:** This is an agreement of rental only. All Equipment shall remain personal property, and title thereto shall remain in Maxim or its assignee exclusively. Any attachments, accessions, replacement parts, repairs or additions to the Equipment shall automatically become Maxim's property. Nothing in this

Agreement shall be deemed to have the effect of conferring any right or title whatsoever in or to the Equipment upon or to Lessee, other than as a lessee thereof. Lessee shall keep the Equipment free from any and all liens, encumbrances and claims whatsoever, and shall not do or permit any act which may encumber or impair Maxim's title or rights in the Equipment. Upon Lessor's request, Lessee shall promptly execute and/or deliver to Lessor all documentation (such as estoppel certificates or a landlord waiver), as Lessor deems necessary or appropriate for the preservation, perfection or enforcement of Lessor's interests in the Equipment and Lessor's rights under this Agreement, and if Lessee fails to do so, Lessor may execute such documents on Lessee's behalf and in Lessee's name.

8. **Equipment Condition, Inspection, Acceptance:** The Equipment is being leased in its "AS IS" condition. Maxim shall indicate the general condition of the Equipment on Maxim's Delivery Slip(s), generally in the form attached hereto as Exhibit "B." This Delivery Slip will also be used by Maxim to verify the general condition of the equipment upon its return to Maxim (at the expiration of the lease of any particular Equipment). Lessee shall inspect the Equipment immediately upon delivery. Within 24 hours after the Equipment is received Lessee shall certify that the Equipment is in good working condition or notify Lessor in writing that the Equipment is not serviceable, specifying the reason(s) therefore (a "Defect Notice"). See Section 15 below with respect to Lessee's remedy if Equipment is not delivered in good operating condition and Lessee provides a timely Defect Notice in accordance with this Section. The parties agree that the failure to provide a Defect Notice within 24 hours after arrival of the Equipment at the point of destination constitutes an acknowledgment by Lessee that the Equipment has been inspected, accepted and determined to be in good operating condition in accordance with Section 15.

9. **Inspection, Maintenance, Repairs And Record Keeping Requirements:** Lessee shall effect and bear the expense of all necessary inspections, maintenance, adjustments and repairs required by the Equipment operators manual and by law, and shall maintain the Equipment at Lessee's expense in good working condition (including the making of all repairs occasioned by accident). Lessee shall be responsible for all normal basic service, including filters, lubricants, lubrications, protection against freezing and restoration of parts affected by abnormal exposure. While Maxim shall have the right to inspect the Equipment at any time during normal business hours, Lessee agrees that Maxim has no control over the operation, use, maintenance or repair of the Equipment when it is in Lessee's possession, supervision and/or control. Maxim shall have prompt access to the Equipment to properly maintain and repair same if Lessee fails to do so or upon Maxim's demand, all at Lessee's cost. At Lessee's request from time to time, Maxim agrees to perform certain maintenance or repair work in accordance with Maxim's Rental Equipment Service Policy, a copy of which is attached hereto as Exhibit "C." Maxim retains the right to make or direct all repairs occasioned by any accident, all at Lessee's

expense. All repairs must meet manufacturer specifications and equipment must be certified by the manufacturer. OSHA regulations pertaining to the Equipment require daily, monthly (or other periodic) and annual inspections. Lessee agrees to conduct these inspections and for otherwise ensuring that the Equipment meets, and is operated in accordance with, OSHA requirements and ANSI Standards. Lessee shall keep a written record of all inspections. Lessor also furnishes the following items with each piece of Equipment to assist Lessee with OSHA compliance: crane logbook; operator's manual; fire extinguisher; and load chart. Lessee will be charged a replacement fee equal to the cost to replace each missing item not returned with the Equipment. Lessee shall keep a written record of all inspections and shall be responsible for maintaining the crane log book while the Equipment is in Lessee's possession. Lessee shall be solely responsible for any liability imposed by Lessee's failure to maintain inspection records and crane log books while the Equipment is in Lessee's possession.

10. **Damage To Equipment:** Lessee shall immediately notify Maxim of any damage to the Equipment . All repairs to the Equipment occasioned by damage during the term hereof shall be at the expense of Lessee (excluding latent manufacturing defects in the Equipment), including, but not limited to, fire, flood, theft, comprehensive losses, collision and/or rollover and Acts of God. All repairs must be authorized by Maxim. All repairs must meet manufacturer specifications and the Equipment must be certified by the manufacturer. If, upon Lessee's return of the Equipment, Maxim determines that the Equipment has been subject to damage or excess wear and tear, improper usage or usage in excess of that permitted hereby, Lessee agrees to pay Maxim immediately upon demand the amount necessary to restore the Equipment to the same condition as when initially leased, ordinary wear and tear from normal use excepted. All risk of loss or damage to the Equipment, accidental or otherwise, shall be borne exclusively by Lessee. Maxim and Lessee acknowledge and agree that the replacement value of the Equipment set forth on the respective Equipment Order Form shall be deemed the value of the Equipment in order to establish the amount of the loss or damage thereto. It is understood that no rent, whether previously paid or due, shall apply to or offset the amounts due from Lessee for such loss or damage to the Equipment. The Lease term and rental period for the particular Equipment shall continue to run until all repairs to such Equipment are fully completed to the sole satisfaction of Maxim, the rent and repair expenses are fully paid (excluding latent manufacturing defects in the Equipment), and the Equipment is returned to Maxim in the same condition as initially leased to Lessee, ordinary wear and tear excepted.

11. **Accidents:** Lessee shall immediately notify Maxim of any accident involving personal injury and/or property damage arising from the transportation, possession, use, maintenance or repair of the Equipment. Lessee shall immediately deliver to Maxim any summons, pleading, notice, or paper of any kind involving any claim, suit or proceeding relating to any accident or event involving the Equipment.

Lessee shall not aid or abet the assertion of any such claim, suit or proceeding, and shall fully cooperate with Maxim in investigating and defending the same. In the event of damage to the Equipment however so caused during the term of the Lease, and notwithstanding anything to the contrary contained herein, (i) Lessee shall immediately and properly secure the Equipment and the accident location for Maxim's inspection, and take such actions as are necessary to permit Maxim immediate and unobstructed access (including egress and ingress) to the Equipment, (ii) Lessee shall not disassemble, move or remove the Equipment at or from its then current location as of the time of the damage or otherwise permit the movement, disassembly or transportation of the Equipment from its then current location prior to Maxim's inspection thereof without the prior written consent of Maxim, unless the presence of such damaged Equipment could reasonably be foreseen to pose a material safety or other hazard at the site, and in such event, Maxim shall be provided reasonable advance notice of Lessee's intent to move, remove or disassemble the Equipment and the parties shall work together in good faith to agree on the terms thereof, (iii) Maxim may, at its option, take possession of the Equipment, (iv) Maxim shall have the exclusive right to direct and control the movement, removal, disassemble and transportation of the damaged Equipment and the destination thereof; and (v) Maxim shall have the exclusive right to repair and direct the repair of the Equipment; it being the express intent of the parties that Maxim shall have immediate access to, and right of retrieval and repair of, any damaged Equipment, however, that the exercise of any right of possession or repair or other right by Maxim pursuant to subsections (i) – (v) hereof shall not in any way affect or terminate any of Lessee's obligations under this Agreement, and the payment of rent and all other obligations shall continue until such Equipment is returned to Maxim in the same condition as when initially leased, ordinary wear and tear from normal use excepted, and subject to the term of the applicable Equipment lease, All actions taken under this Section 11 shall be at the sole expense of Lessee, including all repairs, and Lessee shall pay such expenses upon demand.

12. **Insurance:** To the fullest extent allowed by applicable law, including California Civil Code § 2782, Lessee, at its expense, shall take out, carry and maintain the insurance specified herein and in the insurance addendum attached hereto, in full force during the term of this Lease, and prior to taking delivery of the Equipment:

a. Primary, non-contributing without regard to any "Other Insurance" clause, comprehensive general liability insurance, including contractual liability, protecting against liability for property damage and personal injury or death arising out of the possession, use, operation, maintenance and repair of the Equipment, with limits of liability not less than \$2,000,000 each occurrence; and a \$2,000,000 general aggregate;

b. Automobile liability, protecting against liability for property damage and personal injury or death arising out of the possession, use, operation and transportation of the Equipment, with limits of liability not less than \$ 1,000,000 each occurrence;

c. Inland marine all risk coverage (physical damage insurance), with any overload, boom and jib exclusion deleted, for the full replacement value of the Equipment in the amount indicated on the face hereof;

d. Umbrella liability with limits of liability of not less than \$3,000,000; and

e. Workers' compensation and employer's liability insurance, in accordance with all applicable state and federal laws, with limits of at least the statutory minimum or \$1,000,000.00, whichever is greater.

All insurance required hereunder shall be deemed primary, non-contributory insurance of Lessor; shall name Lessor as an additional insured party (using ISO Form GC 20 10 or equivalent) and loss payee; shall be maintained with insurance companies with an A.M. Best rating of A- or higher and licensed and/or authorized to do business in the jurisdiction of the jobsite location; shall provide a waiver of subrogation with respect to the general liability, excess, inland marine all risk and auto coverage; and shall provide that the coverage thereunder may be altered or canceled only after not less than 30 days prior written notice to Lessor. Lessee is solely responsible for any insurance premiums and deductibles, and loss of usage of the Equipment. No "Other Insurance" provisions shall be applicable to Lessor or their underwriters by virtue of being named as an additional insured party and/or loss payee under the policy. Lessee shall furnish Lessor with certificate(s) of insurance evidencing such coverage. Lessor's policies shall be considered excess over all Lessee's policies. Indemnification obligations by Lessee under this Agreement are in addition to the insurance coverage required herein; and Lessee's maintenance of any such insurance coverage shall not operate to waive any such indemnification obligations. If Lessee fails to procure and maintain the required physical damage insurance coverage in accordance with this Section 12, Lessor shall have the right (but not the obligation), without notice and at Lessee's expense, to place such insurance coverage and/or enroll Lessee in any force-placed or waiver program maintained by Lessor from time to time, and Lessee shall pay the cost thereof upon the terms set forth in Lessor's invoice made in accordance with the provisions of Section 13 hereof. To the extent Lessee may perform under this Agreement without obtaining the required insurance coverage, such an occurrence shall not operate in any manner as a waiver of Lessor's right to maintain any breach of contract action against Lessee.

13. **Payment:** In addition to the payment of the rent specified on any Equipment Order Form, Lessee shall pay Maxim upon demand:

- a. all taxes, levies, assessments, fees and other public charges against or upon any of the Equipment, including, but not limited to, personal property taxes, if applicable;
- b. all fines, penalties, forfeitures, court costs, expenses and attorneys fees arising with respect to Lessee's possession, transportation, use, supervision, control, maintenance or repair of the Equipment, including but not limited to any parking, traffic or other violations assessed against the Equipment, Maxim or Lessee;
- c. Maxim's costs and expenses, including reasonable attorney's fees (unless prohibited by law), incurred in enforcing this Lease, collecting any amounts due hereunder, or in repossessing the Equipment; and
- d. All cost of repairs and any related expenses.

Any payments more than thirty (30) days past due under this Agreement shall bear interest at 1.5% per month (or the maximum rate allowed by law, whichever is higher).

Any and all personal property, sales (unless collected by Maxim), use or other taxes which may be applicable to the Equipment by reason of this Agreement or to the rental payments payable hereunder shall be paid and reported by Lessee directly to the appropriate governmental agency charged with the assessment and collection of such taxes, and evidence of such payments shall be provided to Maxim upon its request.

14. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA CIVIL CODE SECTION 2782 OR OTHER APPLICABLE LAW, LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS MAXIM, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES AND AGENTS ("INDEMNITEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, DEMANDS, INVESTIGATIONS, OBLIGATIONS, JUDGMENTS, LOSSES, COSTS, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES, INCLUDING ATTORNEY FEES (COLLECTIVELY, "CLAIM" OR "CLAIMS") WHICH ARE INCURRED BY, ACCRUED, ASSERTED, OR MADE AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, THE LESSEE'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, CONTROL, MAINTENANCE AND/OR REPAIR OF THE EQUIPMENT, WHETHER OR NOT THE SAME ARISES FROM DAMAGE TO PROPERTY (REAL OR PERSONAL), INJURY OR DEATH TO PERSONS, INCLUDING BUT NOT LIMITED TO LESSEE'S EMPLOYEES, AGENTS AND

REPRESENTATIVES, FAILURE TO COMPLY WITH APPLICABLE LAWS, REGULATIONS AND ORDINANCES, EQUIPMENT CONDITION, LOSS OF USE OR SEIZURE OF EQUIPMENT, OR OTHERWISE, TO THE EXTENT CAUSED IN WHOLE OR IN PART BY LESSEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LESSEE OR ANYONE FOR WHOSE ACTS LESSEE MAY BE LIABLE; PROVIDED HOWEVER, LESSEE SHALL HAVE NO OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD HARMLESS AN INDEMNITEE WITH RESPECT TO A CLAIM TO THE EXTENT THAT THE APPLICABLE CLAIM ARISES OUT OF, PERTAINS TO, OR RELATES TO THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE. LESSEE'S OBLIGATION TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS LEASE. IT IS EXPRESSLY AGREED THAT THIS INDEMNIFICATION CLAUSE APPLIES TO BOTH THIRD-PARTY CLAIMS AND ALL CLAIMS BETWEEN MAXIM AND LESSEE. LESSEE EXPRESSLY WAIVES ANY AND ALL WORKERS' COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS SECTION SHALL BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHALL BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW.

15. Disclaimer Of Warranties And Remedies: LESSOR WARRANTS THAT THE EQUIPMENT WILL BE DELIVERED IN GOOD OPERATING CONDITION. LESSOR'S SOLE RESPONSIBILITY, AND LESSEE'S SOLE REMEDY, UNDER THE ABOVE WARRANTY SHALL BE, AT ITS OPTION, TO EITHER REPAIR OR SUITABLY REPLACE THE EQUIPMENT WITHIN A COMMERCIALY REASONABLE TIME. THE ABOVE WARRANTY IS CONTINGENT UPON PROPER USE OF THE EQUIPMENT BY LESSEE AND SHALL NOT APPLY IF ADJUSTMENT, REPAIR OR REPLACEMENT IS REQUIRED BECAUSE OF ACCIDENT, MISUSE, IMPROPER HANDLING, OPERATION, MAINTENANCE, UNUSUAL PHYSICAL STRESS OR WEATHER CONDITIONS. THE FOREGOING IS THE EXCLUSIVE AND ENTIRE WARRANTY GIVEN IN CONNECTION WITH THE EQUIPMENT WHICH EQUIPMENT IS OTHERWISE BEING LEASED IN "AS IS" CONDITION. LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT. LESSOR MAKES NO OTHER WARRANTY AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE FOR ANY DELAYS, WORK STOPPAGES, LOSS OF USE OF EQUIPMENT, LOST TIME, INCONVENIENCE, LOST PROFITS OR ANY OTHER DIRECT OR INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, TRANSPORT, USE, OPERATION, CONTROL, MAINTENANCE

AND/OR REPAIR OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.

16. **Default:** Time is of the essence with respect to Lessee's performance of its obligations under this Agreement. Lessor may declare this Lease in default if any one or more of the following occurs: (a) Lessee fails to make any payment required hereunder when due; (b) Lessee fails to maintain in force at all times the required insurance; (c) Lessee fails to properly operate, maintain or repair the Equipment; (d) Lessee fails to observe or perform any other covenant or requirement of this Lease, which failure is not cured to Lessor's satisfaction within five (5) days after Lessor's notice to Lessee thereof; (e) Lessee attempts to sell, transfer or encumber the Equipment; (f) a voluntary or involuntary proceeding is instituted in any court of competent jurisdiction, seeking a decree or order (i) for relief in respect of Lessee under any applicable bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or other similar law, or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of Lessee or its property, or (iii) for the winding up or liquidation of the Lessee's affairs; (g) Lessee shall generally fail to pay its debts as they come due; and/or (h) Lessee, in Lessor's opinion, shall become financially insecure. At any time after such declaration, Lessor may enter, with or without legal process, any premises where the Equipment is located and take possession thereof. Lessee shall provide Lessor with unobstructed ingress and egress for such purpose. Furthermore, Lessee shall immediately pay to Lessor all amounts then due hereunder and all costs of removal and repossession of the Equipment. Lessor's remedies herein shall be cumulative and are in addition to all other remedies existing at law or in equity, including but not limited to, (a) terminate this Agreement and all rights of Lessee hereunder; (b) to declare the entire unpaid rent due (including any rent accruing during any minimum rental term) to be immediately due and payable; (c) to enter the premises where the Equipment is located, take possession of and remove the Equipment or render the Equipment inoperable, with or without legal process; (d) to demand that Lessee surrender and deliver up possession of the Equipment to Lessor; (e) with or without terminating this Agreement, to re-let the Equipment on such terms and conditions as are then available and otherwise acceptable to Lessor, and apply rent payments received, after deduction of all costs and expenses incurred by Lessor, to amounts due from Lessee under this Agreement; and (f) within Lessor's sole discretion, but without any obligation, to take such action or make any payment to remedy any default, including but not limited to, procuring any required insurance coverage, paying any fine, imposition, penalty, taxes or fees incurred to recover and/or release the Equipment from any forfeiture, seizure, confiscation or similar proceeding, or from any lien or other encumbrance imposed on the Equipment, all such payments of which shall be reimbursed by Lessee. In addition to the payment of any amounts due Lessor hereunder, Lessee shall be responsible for and shall reimburse Lessor for all costs and expenses incurred by Lessor in connection with the exercise of any

rights and remedies hereunder, including all expenses incurred in the removal and transportation of the Equipment to Lessor's premises, any cleaning, service and/or repair of the Equipment, and in the enforcement of the terms and conditions of this Agreement or damages recoverable hereunder, including costs of collection and reasonable attorney's fees (including fees and expenses incurred in any bankruptcy proceeding or on appeal) .

17. **No Assignment Or Sublease:** This Lease may not be assigned by Lessee and the Equipment may not be offered by Lessee for use or sublet to any other person or entity without Maxim's prior written consent (which consent may be withheld for any reason). Any consent by Maxim to an assignment or sub-lease shall not release Lessee from any obligations under this Lease.

18. **Maxim's Right To Effect Compliance:** If Lessee fails to comply with any provision of this Agreement including, but not limited to, the obligation to pay or satisfy any taxes, liens, insurance premiums or other charges, Maxim shall have the right, but shall not be obligated, to effect such compliance in whole or in part, and all costs and expenses shall be paid by Lessee immediately upon demand by Maxim. Maxim's effecting such compliance shall not constitute a waiver of any default by Lessee hereunder.

19. **Lifting Lugs, Rigging And Apparatus:** Lessee hereby assumes all responsibility and liability for the adequacy of design and strength of any lifting lug or device embedded in or attached to any object, and any and all rigging or lifting apparatus, and Lessee will indemnify and hold Maxim harmless from any and all actions, causes of action, claims, suits, demands, investigations, obligations, judgments, losses, costs, liabilities, damages, fines, penalties and expenses, including attorney's fees arising or resulting therefrom.

20. **Full Agreement; Governing Law; Waiver; Severability:** This Lease, together with any addenda attached, constitute the full agreement of Lessor and Lessee. Any changes to this Lease must be evidenced in writing signed by Lessor and Lessee. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. The law of the State of California excluding its conflict of laws provisions shall control this Lease. Lessee agrees that exclusive jurisdiction to bring and maintain any action or proceeding arising out of or related to this Agreement shall be brought in the county of the State of California, or in the United States District Court where the Equipment is delivered, assembled, inspected and operated as set forth herein. Headings are provided for convenience only, not for interpretation of this Lease. Lessor and Lessee are independent contractors, and neither Lessee nor any operator of the Equipment shall be deemed to be the agent, servant or employee of Lessor for any reason or purpose. No failure of Lessor to enforce performance of any terms or covenants, or to exercise or delay in exercising any right, under this Lease shall operate as a waiver

thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. If any provision of this Lease is held to be invalid or illegal by a Court of competent jurisdiction, the invalid or illegal term will be deemed excluded from this Lease and will not invalidate the remaining terms of this Lease.

21. **Assembly and Disassembly:** The parties agree that any and all Equipment mobilization and/or demobilization costs including but not limited to, assembly, erection, reconfiguration, disassembly or other movement of the Equipment, were quoted by Maxim based on "Standard Activity". Standard Activity means mobilization and demobilization during the following minimum weather conditions, and otherwise absent a force majeure, (i) ambient temperature in excess of twenty (20) degrees Fahrenheit; (ii) sustained winds (including gusts) less than twenty (20) miles per hour; (iii) no precipitation in the form of snow or ice; or (iv) minor precipitation in the form of rain (less than one (1) inch per twenty-four (24) hour period. Rates for Standard Activity apply eight (8) hours per day Monday through Friday (excluding holidays). Rates for mobilization and/or demobilization which do not fall within Standard Activity (the "Non-Standard Rates") shall be provided to Lessee prior to any such costs being incurred and the parties hereto shall cooperate in good faith to schedule such mobilization and/or demobilization on a cost efficient basis.

22. **Miscellaneous:**

a. No obligation of Maxim hereunder shall survive the term hereof. Any cancellation or termination by the parties pursuant to the provisions of this Agreement shall not release Lessee from any then outstanding obligations to Maxim hereunder.

b. Maxim's failure at any time to require strict performance by Lessee of any of the provisions of this Agreement shall not waive Maxim's right to demand strict compliance therewith or with any other provision hereof; and no single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right.

c. Any notices hereunder shall be in writing and addressed to the party to be notified at the address set forth below, and shall be deemed validly given (i) three (3) days following deposit in the U.S. certified mails (return receipt requested), postage prepaid, or (ii) the next Business Day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement satisfactory with such carrier, made for the payment thereof, or (iii) upon receipt of notice given by facsimile, mailgram, telegram, telex or personal delivery:

To Maxim: Maxim Crane Works, L.P.
 1225 Washington Pike

Bridgeville, PA 15017

Attention: Don E. Goebel V.P. and General Counsel

Phone: (412) 504-0200

To Lessee: (Lessee)
(Address)
(City, State, Zip)
(Attention)
(Fax No.)

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party.

d. If any provision of this Lease is held to be invalid or illegal by a Court of competent jurisdiction, the invalid or illegal term will be deemed excluded from this Lease and will not invalidate the remaining terms of this Lease.

e. LESSEE AND MAXIM EACH KNOWINGLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, IN RESPECT OF, ARISING OUT OF, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM (OR AS TO ANY THIRD PARTIES) IN CONNECTION WITH THIS LEASE, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, THE CONDUCT OF THE PARTIES, OR THE TRANSACTIONS RELATED HERETO.

IN WITNESS WHEREOF, the parties have signed this Master Rental Agreement for Bare Rental Equipment, intending to be legally bound hereby, as of the date first set forth above.

ATTEST:

Maxim Crane Works, L.P.

By:

(Print Name)

(Title)

ATTEST:

(Lessee Name: Print or Type)

By:

(Print Name)

(Title)

EXHIBIT "C"

RENTAL EQUIPMENT SERVICE POLICY

The United State Department of Labor ("DOL") and the Occupational Health and Safety Administration ("OSHA") provide that anyone operating a crane be required to perform a safety check of the equipment prior to each shift of operation. These pre-operational inspections require all fluid levels to be checked prior to each shift of operation and all operational safety equipment to be in operating condition prior to equipment use. Also, OSHA requires written documentation of these and other inspections to remain in compliance with the laws. Maxim Crane Works, L.P. ("Maxim") provides a log book in every crane to assist you in complying with the government regulations. Maxim will track all reported machine malfunctions with the help of your assigned competent equipment operator. Maxim provides annual inspections at no additional charge to help maintain compliance with OSHA laws and regulations.

As a customer of Maxim renting equipment on a bare-rental basis, you are responsible for the daily, weekly and monthly inspection, as well as maintenance and repair of the Maxim equipment in your possession. To be in compliance with OSHA regulations, you must perform the following maintenance and operating procedures:

Ensure that the equipment is operated only by competent persons trained to operate the specific make and model of the crane provided.

Coordinate all repairs with the Maxim Service Department to ensure that the equipment is in a safe working condition and complies with OSHA and other state and local regulations.

Complete the DAILY CRANE LOG:

Ensure that all operators accurately complete the DAILY CRANE LOG located in the document compartment of the crane. Instructions on completing the DAILY CRANE LOG are located on the inside cover. ENTRIES INTO THE DAILY CRANE LOG ARE MANDATORY AS PRESCRIBED BY OCCUPATIONAL SAFETY AND HEALTH ACT SECTIONS 1910 AND 1926.

To help you stay in compliance with the laws:

All deficiencies noted on Forms C4 and C5, maintained on the DAILY CRANE LOG shall be faxed to the MAXIM Service Manager listed below immediately after deficiencies are noted. The Service Manager will track the completion of each repair on a Maxim work-order. The requestor shall be notified when the necessary repairs have been completed.

Completion of DAILY LUBRICATION, INSPECTION AND MAINTENANCE:

Document all inspection, lubrication and maintenance of the equipment prior to use (on a daily, weekly and monthly basis) as specified by the equipment manufacturer on the DAILY INSPECTION LOG (FORM C3).

A summary of required inspections, maintenance and lubrication procedures are detailed in the equipment operator's manual.

Customers are responsible for returning the equipment in the same condition as when delivered, ordinary wear and tear accepted. Any damage or excess wear and tear to, or improper usage of, the equipment is the customer's responsibility (excluding a latent manufacturer's defect).

MAXIM SERVICE: The Maxim Service Department will perform all Long Term Preventative Maintenance ("LTPM") pursuant to a two-hundred and fifty (250) engine hour cycle or every three months (whichever is first to occur). LTPM includes, but is not limited to, a complete inspection of the crane/equipment and full oil and lube service pursuant to manufacturer specifications. Maxim will charge you for all such LTPM service work and any resulting repairs except in those cases where the condition(s) necessitating the repair work results from ordinary wear and tear to the equipment (or a latent manufacturer's defect or Maxim negligence). The charge to you for such service and repair work will be for: (i) labor (at the hourly service charge in effect and based on portal-to-portal determination); (ii) transportation costs; and (iii) parts and materials.

Maxim Service Department site labor rate: _____

Fixed Portal to Portal charge: _____

SERVICE OPTION:

- MAXIM SERVICE OPTION: I elect to have Maxim perform LTPM service as described above.
- CUSTOMER SERVICE OPTION: I elect to self-perform LTPM in accordance with manufacturer specification.

Maxim will inspect the crane on a periodic basis in accordance with mandatory site audits. If customer does not service crane in accordance with manufacturer's prescribed service intervals, Maxim will service the crane and charge the customer pursuant to Option 1

Maxim will provide twenty-four (24) hour emergency repair service. For service performed other than during normal working hours, customers will be responsible for the difference between the straight time rates and the applicable overtime rates that are in effect at the time of service.

Upon arrival at a job site, at a time and date predetermined by the Maxim Service Manager and the Customer Site Supervisor, Maxim's personnel shall have access to the equipment to begin operations within one (1) hour of arrival. Excessive time is chargeable item to customer's account.

Upon termination of the rental, the equipment will be returned to Maxim's yard for inspection. Should there be any damages for which the customer is responsible; Maxim will invoice you for these damages under the same purchase order as the rental.

Maxim will notify you of any charges in a timely manner. Should you have any questions concerning the charges, please contact our Service Department.

Maxim Service Manager: _____

Office number: _____

FAX NUMBER: _____

Cell Phone Number: _____

Maxim assumes no responsibility for labor back charges due to downtime. However, every effort will be made to minimize downtime.

EQUAL OPPORTUNITY EMPLOYER