

1. GENERAL TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS APPLY TO THE EQUIPMENT AND PERSONNEL RENTAL AGREEMENTS FOR LESSOR AND ALL AFFILIATED ENTITIES (THIS "AGREEMENT"). IT IS THE PARTIES INTENT THAT THESE TERMS AND CONDITIONS SHALL SUPPLEMENT AND/OR CLARIFY THE TERMS AND CONDITIONS OF ANY PRIOR RENTAL/LEASE AGREEMENT WITH LESSEE/CUSTOMER RELATING TO THE SUBJECT JOB OR ANY OTHER JOB INVOLVING THE PARTIES TO THIS AGREEMENT. AND IF ANY OF THESE TERMS AND/OR CONDITIONS ARE INCONSISTENT WITH ANY TERMS AND/OR CONDITIONS OF ANY SUCH PRIOR RENTAL/LEASE AGREEMENT WITH CUSTOMER, THEN THESE TERMS AND/OR CONDITIONS SHALL PREVAIL OVER SUCH PRIOR INCONSISTENT TERMS AND/OR CONDITIONS AND/OR ANY OF THE PROVISIONS OF ANY PURCHASE ORDER, MSA, CONTRACTION AGREEMENT ISSUED BY CUSTOMER AT ANY TIME, INCLUDING OR BASED ON ANY QUOTE, BID, OR PROPOSAL, UNLESS OTHERWISE AGREED TO IN A SUBSEQUENT WRITING SIGNED BY BOTH PARTIES. The parties to this Agreement (each a "Party," collectively the "Parties") acknowledge and agree that these Terms and Conditions are binding on the Parties, and Customer also referred to as ("Lessee" or "Customer") shall be conclusively deemed to have accepted these Terms and Conditions and to have entered into this Agreement with Company (also referred to as "Lessor" or "Company" or "Supplier"), even if not signed by Customer at the time Customer accepts delivery or otherwise takes possession of the Equipment. If Customer requests an increase in the scope of work to be performed as described herein, or that Company supply any additional Equipment or personnel after Customer's receipt of these Terms and Conditions and/or delivery of or taking possession of the Equipment, these Terms and Conditions shall be deemed executed and binding with respect to such additional scope of work, Equipment or personnel. Work will proceed when directed by Customer and the "Lift Director", as that term is defined in paragraphs 4 and 5 below, and in accordance with the provisions of this Agreement and these Terms and Conditions. This Agreement shall be interpreted in accordance with the laws of the state where the main office of Company in that state is located and the laws of the United States of America, including but not limited to, federal transportation law while any cargo or Equipment is in transit. For work performed outside the state(s) set forth in paragraphs 2 and 3 below, the language of paragraphs 2 and 3 shall be deleted and replaced by the state specific indemnity and insurance provisions found at [url: www.blizzardcraneservice.com/legal](http://www.blizzardcraneservice.com/legal), which shall be incorporated by reference into this Agreement.

2. DELAWARE INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL DELAWARE LAWS including 6 DE §2704, AND TO THE FULLEST EXTENT PERMITTED BY DELAWARE LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY DELAWARE LAW. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Lessee shall not be required to indemnify or hold harmless Lessor or its agents, servants, or employees, from damages arising from liability for bodily injury or death to persons or damage to property caused partially or solely by the Lessor or its subcontractors, agents, servants, or employees. The parties agree that Delaware law recognizes and allows the borrowed servant doctrine in that the personnel operating or using the Equipment are the employees of the Lessee as borrowed servants and not the employees of the Lessor even if the employees are paid by the Lessor. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, but only to the full extent permitted by law, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, Equipment, or other items) initiated by the Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased Equipment, whether or not such accident involves personal injury, death or damage to the leased Equipment or other property or all of these. The parties agree that Delaware law recognizes and allows the borrowed servant doctrine in that the personnel operating or using the Equipment are the employees of the Lessee as borrowed servants and not the employees of the Lessor even if the employees are paid by the Lessor.

3. DELAWARE INSURANCE. To the fullest extent permitted by Delaware law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies; d) inland marine/all-risk and/or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God during the rental term and Lessee shall pay all deductibles and/or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Lessor; f) for all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g) Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage to Lessor: CG 2004 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i) Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete scope of work, including all services, advice, recommendations, plans or specifications provided; j) Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k) Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l) Lessee shall provide all insurance certificates to Lessor when requested by Lessor and prior to start of work by Lessor; m) all of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n) all Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o) all Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p) all Lessee's policies must remove certain exclusions including (i) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (ii) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; and q) all Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. In the event of loss, proceeds of property damage insurance on the Equipment shall be first made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement. LESSOR SHALL BE CERTIFICATE HOLDER, LOSS PAYEE AND ADDITIONAL INSURED.

4. OPERATION AND USE OF EQUIPMENT. Customer shall, at all times, transport, stored, direct the operation and/or operate the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all persons involved in the transportation, storage and/or direction/operation of the Equipment. During transportation, delivery, set-up, use and operation of the Equipment, Customer, directly and through its agents, representatives, employees, and/or servants or Borrowed Servants shall at all times, perform the functions and fulfill all the responsibilities of the: a) Entity Controlling the Project as defined by OSHA; b) Assembly/Disassembly Director ("A/D Director"); c) Lift Director; d) Lift Planner; e) Site Supervisor; f) Site Safety Officer; g) Crane User and/or LHE User; h) Crane Operator ("Operator") and/or LHE Operator; i) Signalperson; j) Rigger; k) Spotter; and l) Transport Operator, as those terms are defined in 29CFR 1926.1400 OSHA), ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes. Customer shall, at all times: (i) comply with all federal, state and local laws and regulations in all material respects relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws. If, upon request of Customer, Company supplies a Lift Plan for use by Customer and/or the Lift Director, Customer agrees that any such Lift Plan is supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the Lift Plan for use. Customer is solely responsible for the gathering of all information used in the Lift Plan and Company is not responsible for any information used in the preparation of the Lift Plan or for the contents of the completed Lift Plan. Customer hereby acknowledges and agrees that its agents, employees, and/or servants or Borrowed Servants who perform the services and functions set forth above shall have sufficient education, training, experience, skill and physical fitness, as necessary, to competently and capably perform the functions they are assigned. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the Equipment, including the Operator, oiler or other personnel, even if recommended or provided by Company, and Customer shall be responsible for ensuring that the Operator, oiler and/or other personnel, is licensed for all purposes, in accordance with all local, state and federal regulations. Company may, upon the request of Customer, provide or recommend an Operator and/or an oiler and/or other personnel along with the Equipment, however, Customer may reject such Operator and/or oiler and/or other personnel if any are unacceptable to Customer. If Customer does not specifically reject that Operator and/or oiler and/or other personnel, such Operator and/or oiler and/or other personnel are deemed acceptable to Customer. At all times, the Operator and/or oiler and/or other personnel are under the Customer's exclusive direction and control and are deemed Customer's agent, servant, borrowed servant, and/or employee. Customer further agrees to use the Equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar Equipment. Customer expressly agrees that counterweight in excess of the manufacturer's specification shall not be used. It is expressly agreed by and between the Parties hereto that the Equipment and all persons operating the Equipment, including the Operator and oiler, even if recommended or provided by Company, are under the exclusive jurisdiction, supervision, and control of Customer pursuant to the Terms and Conditions of this Agreement. Customer shall have the sole right and obligation to control the Operator, oiler and all personnel involved in the operation of the Equipment, and it shall be the duty of Customer and/or the Lift Director to give specific instructions and directions to all persons operating, maintaining, and assembling/disassembling, mobilizing or demobilizing the Equipment. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, using, maintaining or assembling/disassembling the Equipment, even if such persons are recommended or provided by Company. Customer agrees to at all times provide, at Customer's sole cost and expense, any operating personnel that may be required to operate the Equipment safely, along with competent and experienced supervision, including a Lift Director, to direct use of the Equipment and the activities of all operating personnel. Lessee shall provide ground conditions that are in accordance with ASME B30.5 and OSHA. Lessee is also responsible insuring power lines are deenergized.

5. LIFT DIRECTOR. It shall be the duty of Customer to assign to all work projects, an experienced, trained and competent Lift Director, as defined in paragraph 4 above, who shall act as Customer's agent, for all purposes, to give specific instructions and directions to all persons involved in operating, mobilizing/demobilizing, maintaining, and assembling/disassembling the Equipment, including, but not limited to, the Operator and Oiler ("Operating Personnel"). Company is not supplying the Lift Director. Customer specifically agrees that Company has absolutely no control over the Lift Director. The Lift Director has the exclusive right and obligation to supervise and control the use of the Equipment and the Operating Personnel, even if any of the Operating Personnel are provided or recommended by Company. Company and Customer agree that the prevention of accidents is the goal of the Parties and all persons working on the project. Actions taken by the Operator Operating Personnel to ensure safe working conditions shall not change or alter the Lift Director's exclusive right and obligation to supervise and control the use of the Equipment and the actions of the Operator, oiler and all Operating Personnel. Customer further agrees that all use of the Equipment and work performed by all Operating Personnel, shall act solely within and in furtherance of, Customer's directed contract scope of work on any given project, and Company has no right to replace or substitute such Operating Personnel unless at the direction of or with the express permission/approval of, the Lift Director. In the event any Operating Personnel are recommended or supplied by Company, the Lift Director shall have the right and obligation to control such Operating Personnel including the right of termination and/or replacement. The Lift Director shall be deemed to have exercised that right and obligation as to all details involved in the operation of the Equipment and all Operating Personnel once the Equipment is delivered to Customer at the worksite or otherwise in the possession of Customer. If Company supplies an Operating Personnel and/or other personnel along with the Equipment to participate in the operation of the Equipment, including riggers, mechanics, signal persons, technicians, welders, and other personnel to assist in the assembly, disassembly, maintenance, and/or repair of the Equipment, such personnel shall be deemed to be Borrowed Servants or employees of the Customer pursuant to the Borrowed Servant Doctrine. Such personnel may not use the Equipment without Customer's acceptance and approval and shall at all times act under Customer's sole direction, supervision and control. Further, under the Borrowed Servant Doctrine, Customer shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of such Borrowed Servant, in accordance with the scope and all provisions of this Agreement or any additions

hereto.