

# MAXIM CRANE WORKS, L.P.

## Master Rental Agreement for Operated & Maintained Equipment - Texas

THIS MASTER RENTAL AGREEMENT FOR OPERATED AND MAINTAINED EQUIPMENT (this "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership ("Maxim") and \_\_\_\_\_ ("Lessee"), a \_\_\_\_\_, for the lease by Maxim to Lessee of certain machinery, equipment, accessories and other items on an operated and maintained basis.

1. **Rental Of Equipment; Operator and/or Crew:** Maxim hereby leases to Lessee, and Lessee hereby leases and hires from Maxim, on an operated and maintained basis, the machinery, equipment, accessories and other items described in the Equipment Order Forms (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. In addition, Maxim shall provide to Lessee one or more persons experienced in operating and maintaining the Equipment (which may consist of an operator and/or crew person(s), hereinafter collectively referred to as the "Operator"), which Operator shall at all times operate and maintain the Equipment under the direction and control of Lessee. Lessee acknowledges and agrees that at no time shall the Equipment be operated, in any fashion or for any purpose, by anyone other than the Operator. Lessee is responsible for providing overall jobsite safety and accurate load weights. Lessee is responsible for rigging, hooking and unhooking loads except where and to the extent Maxim's employees are used as agreed in writing by the parties hereto. If required, Lessee agrees to provide competent and qualified signal persons to direct Maxim's equipment operators. Lessee warrants and represents that any signal person(s) and rigger(s) supplied by Lessee or others for whom Lessee is responsible (subcontractors, agents, etc.) are qualified as defined by OSHA Regulation, 29 CFR §§ 1926.1425 & 1428, and that documentation of such qualification is available on site.

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 terminated as provided herein. 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, (b) the date the first piece of such Equipment is shipped or transported to or for the benefit of Lessee or (c) as the parties hereto may otherwise agree in writing. 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. Either party may terminate this agreement upon giving the other such party sixty (60) days advance written notice of such termination (note that termination of this master agreement shall not affect any outstanding rental of Equipment). 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 prior to the time of actual receipt of such notice by a party, and Lessee's agreements, obligations or duties hereunder shall continue until the last piece of Equipment is returned to Maxim and payment in full by Lessee of all obligations hereunder.

3. **Rent:** The rental amount for the Equipment, which amount shall include the charges for the Operator, shall be the amount set forth on the respective Equipment Order Form for the particular Equipment. Unless otherwise agreed by the parties as stated 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 or as the parties hereto may otherwise agree. Rent shall be subject to adjustment for excess hours of usage or Operator time in accordance with the Equipment Order Form, custom in the area where the Equipment is used, or by any applicable collective bargaining agreement, as the case may be. Rental amounts are not subject to any deductions on account of any non-working time of the Equipment unless and to the extent such non-working time is due to a latent or patent defect in the Equipment or the negligence of Maxim. 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 unless and to the extent such rent adjustment, etc. is due to a latent or patent defect in the Equipment or the negligence of Maxim. Unless otherwise agreed by the parties on the Equipment Order Form for the particular Equipment, all rent and other amounts (except for reimbursement of damage or accident repair expenses under Section 8 below) arising hereunder shall be due and payable net thirty (30) days from date of invoice.

4. **Transportation Charges:** Unless otherwise agreed by the parties on the Equipment Order Form for the particular Equipment, Maxim, at its own expense, shall do all 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.

5. **Control, Supervision And Operation Of Equipment And Operators:** Lessee agrees that the Equipment and all persons operating such Equipment, including Maxim's employees, agents or independent contractors, are under Lessee's exclusive jurisdiction, possession, supervision, and control. Lessee is responsible for providing overall jobsite safety. Lessee is responsible for providing Maxim accurate load weights and accepts all liability from its failure to do so. Lessee assumes responsibility, control of, and supervision for rigging, hooking and unhooking loads. Lessee agrees to provide competent and experienced personnel to supervise and direct the operation of the Equipment, including competent and qualified signal persons. The Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operators manual, the Occupational Safety and Health Act of 1970, as amended ("OSHA"), all laws and regulations thereunder (particularly 29 C.F.R. Part 1926, subpart CC CRANES AND DERRICKS IN CONSTRUCTION and CFR 1910.18 – CRAWLER LOCAMOTIVE AND TRUCK CRANES), together with all applicable ANSI standards (including, but not limited to, the Standard Crane and Derrick Signals in accordance with ASME/ANSI B30.5-3.3 (amended 2007)) and MSHA. The 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. Equipment shall not be used when overloaded, 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 and MSHA. Lessee shall also comply with all applicable ANSI Standards. Lessee shall indemnify and save Maxim harmless against all 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 the Lessee's possession, supervision and/or control unless and to the extent such violation is due to a latent or patent defect in the Equipment or the negligence of Maxim.

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 Maxim's request, Lessee shall promptly execute and/or deliver to Maxim all documentation (such as estoppel certificates or a landlord waiver), as Maxim deems necessary or appropriate for the preservation, perfection or enforcement of Maxim's interests in the Equipment and Maxim's rights under this Agreement, and if Lessee fails to do so, Maxim may execute such documents on Lessee's behalf and in Lessee's name.

8. 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, so that Maxim's ability to investigate the accident is not prejudiced. Maxim shall have immediate access to, and right of retrieval and repair of the Equipment. Lessee shall not remove Equipment or components thereof from the site. Maxim shall make or have the sole right to direct all repairs occasioned by any accident. 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 an accident involving damage to the Equipment arising from the acts, omissions, misfeasance or malfeasance of Lessee, including, but not limited to Lessee's employees, agents, representatives, subcontractors or independent contractors, Lessee shall be responsible for costs of repairs and related expenses. All repairs must meet manufacturer's specifications and the Equipment must be certified by the manufacturer. Maxim and Lessee acknowledge and agree that the replacement cost shall be used to determine the value of the Equipment in order to establish the amount of the loss or the damage thereto. Rental payments shall not be applied to loss or damage claims. The lease term and rental period shall continue to run while the Equipment is being repaired and shall continue to run until all repairs are completed and paid, unless the parties hereto agree otherwise in writing.

9. To the fullest extent allowed by applicable law, including Texas Insurance Code Chapter 151, Maxim and Lessee shall take out, carry and maintain (or provide adequate evidence of self-insurance) the following insurance during the term of this Contract.

a. Comprehensive General Liability, including contractual liability, protecting the respective interests of Maxim and lessee against liability for property damage and personal injury or death arising out of the maintenance, repair, use and operation of the Equipment with limits of liability no less than \$2,000,000 each occurrence and a \$2,000,000 general aggregate;

b. Umbrella Liability with limits of liability of no less than \$3,000,000; and

c. Worker's Compensation with an "All States" endorsement, in accordance with applicable state and federal law.

d. Automobile Liability Coverage, 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;

To the fullest extent allowed by applicable law, including Texas Insurance Code Chapter 151, such insurance shall name Lessee and Maxim, respectively, and their subsidiaries, affiliates, and partners as Additional Insureds/Loss Payees, as applicable, (with the exception of (c) above) "subject to the terms and conditions of the "Master Rental Agreement for Operated and Maintained Equipment."

All insurance required hereunder shall be maintained with responsible insurance companies of recognized standard and shall provide that the coverage thereunder may be altered or canceled only after not less than thirty (30) days' prior written notice to Maxim and Lessee respectively. Maxim and Lessee shall be responsible for payment of their deductibles, when applicable, to the extent of Maxim's or Lessee's negligence.

Lessee and Maxim hereby waive and agree to have their insurers waive any rights of subrogation against LESSEE and Maxim, respectively, and their insurers to the extent of Maxim's or Lessee's negligence.

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

a. all sales tax as and if required by the law of the jobsite location;

b. all fines, penalties, forfeitures, court costs, expenses and attorneys fees arising with respect to Lessee's possession, use, supervision or control of the Equipment but not including such fines, etc. caused by a latent Equipment defect or Maxim's negligence ; and

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.

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, which ever is higher).

11. Liability; Indemnification:

**(A) TO THE FULLEST EXTENT PERMITTED BY TEXAS INSURANCE CODE CHAPTER 151 OR OTHER APPLICABLE LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, 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, WHICH ARE INCURRED BY, ACCRUED, ASSERTED, OR MADE AGAINST, OR RECOVERABLE FROM ANY OF THE INDEMNITEES ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, LESSEE'S ACCEPTANCE, POSSESSION, TRANSPORT, USE, OPERATION, OR CONTROL 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, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OF LESSEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LESSEE OR ANYONE FOR WHOSE ACTS LESSEE MAY BE LIABLE. LESSEE'S OBLIGATION TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS RENTAL AGREEMENT. IT IS EXPRESSLY AGREED THAT THIS INDEMNIFICATION CLAUSE APPLIES TO BOTH THIRD-PARTY CLAIMS AND ALL CLAIMS BETWEEN MAXIM AND LESSEE.**

**(B) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY TEXAS INSURANCE CODE CHAPTER 151 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 AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF LESSEE OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF MAXIM AND LESSEE THAT IN SUCH EVENT THE LESSEE IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF LESSEE'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR LESSEE UNDER WORKERS' COMPENATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. LESSEE SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH. LESSEE EXPRESSLY AGREES TO WAIVE ANY WORKERS COMPENSATION IMMUNITY IT MAY OTHERWISE HAVE.**

**IT IS EXPRESSLY AGREED THAT THIS INDEMNIFICATION CLAUSE APPLIES TO BOTH THIRD-PARTY CLAIMS AND CLAIMS BETWEEN AN INDEMNITEE AND LESSEE. 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.**

12. **Disclaimer Of Warranties And Remedies: ACCEPT AS PROVIDED OTHERWISE HEREIN, MAXIM EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MAXIM WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD OPERATING CONDITION AND FUNCTION AS INTENDED PER THE MANUFACTURER'S SPECIFICATIONS. NEITHER PARTY HERETO SHALL BE LIABLE FOR ANY INCIDENTAL 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.

13. **Default; Termination:** Maxim may declare this Lease in default (after the lapse of the cure period described below) if any one or more of the following occurs:

- a. Lessee fails to make any payment required hereunder when due;
- b. Lessee materially fails to properly supervise the operation of the Equipment;
- c. Lessee materially fails to observe or perform any other covenant or requirement of this Lease;
- d. Lessee attempts to sell, transfer or encumber the Equipment;
- e. 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; and/or
- f. Lessee shall generally fail to pay its debts as they come due.

If Lessee fails to cure any default within forty-eight (48) hours, Maxim may enter, with or without legal process, any premises where the Equipment is located and take possession thereof. Lessee shall provide Maxim with unobstructed ingress and egress for such purpose. Furthermore, Lessee shall immediately pay to Maxim all amounts then due hereunder and all costs of removal and repossession of the Equipment. Lessee shall also pay Maxim all costs incurred by Maxim, including court costs and reasonable attorneys' fees, in connection with any efforts to collect any unpaid amounts due from Lessee. In addition to the rights set forth herein, Maxim shall be entitled to exercise all other rights and remedies under

applicable law and/or equity. The remedies provided for herein shall not be deemed exclusive, but shall be cumulative, and the exercise of any one such remedy shall not prevent Maxim from also exercising any and all other remedies hereunder.

14. **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. Any consent by Maxim to an assignment or sub-lease shall not release Lessee from any obligations under this Lease.

15. **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.

16. **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, defend 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.

17. **MSDS Requirements:** Lessee shall provide to Maxim, upon delivery of the Equipment to the job location, with copies of material safety data sheets (MSDS) for all hazardous chemicals in use at said location, or make such MSDS available at a central location at the job site, in order that Maxim may comply with the requirements of all applicable local, state and federal laws and regulations, to the extent applicable to Maxim, including OSHA regulations, regarding hazard communication. Furthermore, Lessee shall inform Maxim of all precautionary measures that need to be taken to protect the Equipment operators during normal operating conditions and in foreseeable emergencies.

18. **Terms And Conditions Inapplicable:** Except as otherwise expressly stated herein, Lessee and Maxim acknowledge and agree that the terms and conditions set forth in (a) any Lessee letter, Lessee purchase order, or other Lessee document, or (b) any Maxim short form rental agreement, shall be of no force and effect with respect to the Equipment and the transactions contemplated by this Agreement; provided, however, that Maxim's short form rental agreements may be used by the parties to verify the amount of hours of use of the Equipment by Lessee. In the event Maxim accepts a Lessee purchase order, a Maxim short form rental agreement, or another writing in lieu of an Equipment Order Form, only those terms which provide the information normally required in an Equipment Order Form shall apply, all other terms thereof will be void, and the terms and provisions of this Agreement shall control as to any Equipment leased hereunder.

19. **Miscellaneous.**

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

b. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements.

c. This Agreement may be modified or amended only by a written instrument executed by each of the parties.

d. This Agreement shall be binding upon and shall inure to the benefit of the parties and, subject to Section 14 hereof, their respective successors and permitted assigns.

e. 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.

f. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Texas excluding its conflict of laws provisions. 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 Harris County or in the United States District Court for the Southern District of Texas. Headings are provided for convenience only, and shall not be resorted to for interpretation of this Agreement.

g. 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-  
0167

**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.

- h. 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.
- i. 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.

**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 WITH THIS LEASE, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, THE CONDUCT THE PARTIES, OR THE TRANSACTIONS RELATED HERETO.**

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

ATTEST:

ATTEST:

\_\_\_\_\_  
 (Lessee Name: Print or Type)

**Maxim Crane Works, L.P.**

By:

By:

(Print Name)

(Print Name)

(Title)

(Title)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT "A" EQUIPMENT ORDER FORM

Contract#:

Equipment and Accessories Description/Model/Serial/Unit #	Replacement Value	Last Annual Inspection Date	Rental Rate		
			Per Month	Per Week	Per Day
1)					
2)					
3)					
Freight In:					
Freight Out:					

Maxim hereby leases to Lessee the equipment and accessories identified above (the "Equipment"), and Lessee agrees to lease and pay for such Equipment from Maxim, subject to the terms and conditions of this Lease, at the Rental Rate listed above, for a minimum of commencing on \_\_\_\_\_, which minimum rent shall be paid on demand. All Equipment shall remain in Lessee's possession and control at all times. The Equipment is to be located at: \_\_\_\_\_

To be valid, with respect to the Equipment described above, this completed Equipment Order Form, must be received, accepted and executed in writing by Maxim. All Equipment, and the terms of rental thereof, shall be subject to and governed by the terms of the Master Rental Agreement for Operated & Maintained Rental Equipment between (Lessee) and Maxim Crane Works, L.P. dated \_\_\_\_\_.

\_\_\_\_\_  
(Lessee Name: Print or Type)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

05/26/2006

\_\_\_\_\_  
(Date)

The foregoing Equipment Order Form is hereby Acknowledged and Accepted as of the date shown below:

**Maxim Crane Works, L.P.**  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)