

TERMS OF LEASE

Lessor leases to Lessee and Lessee leases from Lessor all those items of the equipment described in this Lease Agreement ("Agreement"), collectively referred to as the "Equipment" at such lease rate and for such periods of time as are stated, subject to the following terms and conditions.

1. **CHARGES.** Lessee will pay Lessor on demand all lease charges as set forth in this Agreement. Lessee will also pay all costs and expenses of every nature occasioned by or involving the use of Equipment, including costs for all repair, maintenance, fuel, oil, all applicable sales and excise taxes, and all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied upon the Equipment while in the possession of the Lessee. If Lessee fails to pay any charge, cost, or expense to Lessor within 30 days after the due date on the invoice, Lessee will pay a monthly late fee to Lessor until the outstanding balance is paid in full. Late fees will be calculated at % of the total outstanding invoice amount.
2. **RENEWAL OR HOLD OVER.** If the lease period of this Agreement is extended, if other Equipment is substituted, or if Lessee retains possession of the Equipment beyond the lease period specified herein, the terms and conditions of this Agreement will apply to any such extension, substitution, or Lessee's retention of the Equipment, even if wrongful, until Lessor regains actual physical possession of the Equipment.
3. **LOCATION OF EQUIPMENT.** The Equipment will be located at the "Shipped To" address during the entire lease period and shall not be removed from that location without Lessor's prior written consent.
4. **ACCEPTANCE OF EQUIPMENT.** Lessee acknowledges that 24 hours after receipt of the Equipment is a reasonable time period and opportunity to inspect the Equipment. Unless Lessee notifies Lessor in writing within twenty-four hours after receipt of the Equipment, Lessee's retention or use of the Equipment is an acknowledgment that Lessee has inspected the Equipment, found no damage or defects, the Equipment is in good mechanical condition and free of defects and that Lessee accepts the Equipment as suitable. Such notice will detail the complete condition of the Equipment as it existed upon Lessee's receipt of the Equipment. If Lessee gives such written notice, the Lessor will have the right to, at its option and WITHOUT ANY OTHER LIABILITY TO LESSEE, (a) repair or replace the Equipment within a reasonable time during Lessor's business hours, or (b) cancel this Agreement and refund that portion of paid lease charges, if any, for the unexpired term of the Agreement, less whatever charges are due Lessor for damage to or maintenance of the Equipment. No defect in the Equipment will relieve Lessee of any of Lessee's obligations under this Agreement.
5. **NO WARRANTIES BY LESSOR.** LESSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES (INCLUDING EXISTENCE OF LATENT OR PATENT DEFECTS OR ENVIRONMENTAL HAZARDS) FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASE, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY INTERRUPTION IN LESSEE'S BUSINESS OCCASIONED BY LESSEE'S INABILITY TO USE THE EQUIPMENT FOR ANY REASON WHATSOEVER.
6. **NO RELIANCE ON LESSOR** Lessor is not the manufacturer of the Equipment, and Lessee has not relied, and may not rely, upon Lessor's skill or judgment in selecting, or requesting that Lessor furnish, the Equipment.
7. **WHO MAY OPERATE THE EQUIPMENT.** Only Lessee, its employees, and fellow employees in the course of such employee's regular employment may operate the Equipment, with Lessee's permission, and only if those persons are over 21 years of age and are properly qualified to operate the Equipment. Prior to operation, Lessee will and must ensure that each operator will receive, read, understand and comply with the manufacturer's instructions on proper operation within the Equipment's rated capacity and that each such operator is qualified to operate the Equipment.
8. **CARE, USE AND OPERATION OF THE EQUIPMENT.** Lessee agrees that the Equipment will be used exclusively for business or commercial purposes. Lessee will use the Equipment only in accordance with the manufacturer's instructions within its rated capacity, in a careful and proper manner, and will comply with all ordinances, laws, statutes, rules and regulations relating to the possession, use, or maintenance of the Equipment. Lessee will not use the Equipment longer than eight (8) hours per day, 40 hours per week, or 160 hours per month, unless it paid additional charges for such excess use at the time of lease. Lessee will maintain a five (5) gallon minimum of fuel in the Equipment at all times, including upon the time of return to Lessor. Until Lessor regains actual physical possession of the Equipment, Lessee will ensure that the Equipment is kept in a safe and secure location and is not subjected to careless or rough usage. If the Equipment needs service or becomes unsafe, Lessee will immediately cease operating the Equipment and notify Lessor promptly by telephone, and thereafter in writing. If the Equipment is used in any manner that would constitute a default or violation of this Agreement, or is obtained from Lessor by fraud or misrepresentation or is used in furtherance of any illegal purpose, all such use of the Equipment is without Lessor's permission.
9. **RETURN OF EQUIPMENT.** Lessee will telephone Lessor and arrange for Lessor to pick up the Equipment at the end of the lease period. Lessor has the right to enter the premises where the Equipment is located and take possession of the Equipment without any liability to Lessee. Lessee shall make the Equipment available and accessible for pick up by Lessor without any obstruction. If Lessor is unable to remove the Equipment from the premises due to any obstruction, this lease will remain in effect, and additional freight charges may be levied against Lessee at Lessor's sole discretion, until such time the Lessee makes the Equipment available and accessible for pick up. Lessee shall return the Equipment to Lessor in the same condition it was in when Lessee received it, ordinary wear excepted.
10. **NOTICE OF LOSS, ACCIDENT OR INJURY.** If the Equipment is lost, stolen or damaged or if any personal injury relating to the use of the Equipment occurs, Lessee must notify Lessor immediately by telephone, and thereafter immediately report in writing to Lessor and the public authorities all information deemed relevant thereto by Lessor. Lessee will cause its agents and employees to give Lessor and the public authorities full and complete information and assistance in the investigation of any matter resulting from said loss, theft, damage or injury.
11. **REPAIRS AND ALTERATIONS.** Lessee will make no alterations, including repairs, to the Equipment without first obtaining prior written permission from Lessor.
12. **LESSOR'S RIGHT OF INSPECTION AND REMOVAL.** At any time, Lessor has the right, to inspect the Equipment and to enter the premises on or in which the Equipment is located. Lessee will provide Lessor with full access to the Equipment and all necessary facilities as to enable Lessor to exercise its rights and/or obligations under this Agreement. Lessor has the right to remove the Equipment at any time when the Lessor deems itself insecure, or upon the entry of any judgment against the Lessee, or when, in Lessor's sole discretion, the Equipment becomes unsafe, or the Equipment is in danger because of strike, civil unrest, natural disaster or any other condition or event.
13. **PAYMENT AND NOTICE.** Except where otherwise indicated in this Agreement all notices required to be sent to Lessor under this Agreement will be sent to Lessor by registered or certified mail, return receipt demanded. All notices and payments under this Agreement are due at Lessor's office at 615 Hickman Circle, Sanford, Florida 32771.
14. **LESSEE'S INSURANCE OBLIGATION.** Lessee agrees to secure and maintain in force during the entire term of this Agreement, property damage (providing for replacement cost coverage) insurance, public liability and third party property damage insurance (which shall include coverage for environmental clean up costs) with a minimum limit of liability for bodily injury, including death, of \$500,000 for each person in each accident, and with a minimum limit of liability of \$750,000 for all persons in each accident, and with a minimum limit of liability for property damage of \$250,000 for each accident, on a primary basis, covering both the Lessor and Lessee as insureds for the ownership, maintenance, use or operation of the Equipment and any Equipment substituted therefor. Lessee's election of the Limited Damage Waiver shall not relieve Lessee of its obligations under this paragraph.
15. **RISK OF LOSS — DAMAGES IF EQUIPMENT DAMAGED OR "DESTROYED".** Upon delivery to the Lessee or to the location specified by the Lessee, the risk of loss or damage to the Equipment from any cause whatsoever is on the Lessee. The risk of loss or damage remains with the Lessee until the Lessor regains actual physical possession of the Equipment. All loss or damage is the sole obligation of Lessee, whether or not Lessee was at fault, including, but not limited to, fire, flood, theft, vandalism, collision, rollover, and any other Acts of God. If, such loss or damage to the Equipment occurs, promptly upon receipt of Lessor's invoice, Lessee will pay to Lessor either (1) the cost of repair together with rental charges for the period of time that the Equipment was out of service due to such damage; or, if the sole opinion of the Lessor, the Equipment has damaged to the extent that repair is inappropriate (2) the cost of replacement of the damaged Equipment. The cost of repair will be determined by Lessor. The cost of replacement will be the cost of a new of an identical item of Equipment within sixty (60) days of the date that the Lessor determines that the Equipment should be replaced. Lessee waives all claims against Lessor for any property left, stored, loaded or transported by Lessee or any other person in or upon the Equipment.
16. **EVENTS OF DEFAULT.** Lessee will be in default of this Agreement if Lessee fails to pay any lease charges when due or if Lessee breaches any of the other terms of this Agreement, or if Lessee becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Lessee.
17. **LIMITED DAMAGE WAIVER.** If the Equipment is used with Lessor's permission and in compliance with all the terms of this Agreement and Lessee accepts the "Limited Damage Waiver" ("LDW") option on the front of this Agreement at the time of lease and pays the additional charges specified therefor, then Lessor agrees to waive certain obligations Lessee owes to Lessor, subject to the exceptions set forth in this paragraph. If the LDW is accepted, Lessor waives Lessee's obligation to pay for that portion of damage to Equipment over and above the larger of the following amounts: (a) \$1,000 per item of Equipment; or (b) 100% of the monthly lease charge in effect on the date the Agreement is entered into, per item of Equipment, without regard to the lease period of this Agreement. HOWEVER, EVEN IF THE LESSEE ACCEPTS THE LDW PURSUANT TO THE TERMS OF THIS PARAGRAPH, LESSOR DOES NOT WAIVE LESSEE'S OBLIGATIONS TO LESSOR IF THE EQUIPMENT IS LOST OR DAMAGED IN A MANNER ASSOCIATED WITH ANY OF THE FOLLOWING CIRCUMSTANCES: (1) improper coupling or improper loading or unloading of Equipment, including boom damage from overloading of a boom; (2) riot, strike or other civil commotion; (3) striking overhead objects with the Equipment, (4) reckless or abusive use or operation of the Equipment; (5) transportation of Equipment; (6) damage to tires or tools; (7) nuclear reaction, nuclear radiation or radioactive contamination; (8) rollover or upset of Equipment; (9) vandalism, malicious mischief, theft, conversion, or disappearance of Equipment; (10) Lessee's failure to perform the basic maintenance of the Equipment; (11) Lessee's failure to secure the Equipment by not reasonably restricting access to the Equipment; (12) use or operation of the Equipment by someone other than a qualified person listed in paragraph 7.
18. **INDEMNIFICATION BY LESSEE.** Lessee agrees to indemnify, defend, and hold harmless Lessor, its agents and employees (collectively "Lessor"), from and against all losses, liabilities, claims, personal injuries, actions, costs, or expenses (including but not limited to attorneys' fees), of whatever kind, connected with, or in anyway arising out of, or on account of, this Agreement, including the use, possession, maintenance, transportation, storage, or condition of the Equipment (including latent and patent defects) WHETHER CAUSED (1) IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSEE, OR CAUSED (2) IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSOR. Lessee's obligation to defend, indemnify and hold harmless Lessor includes all such instances whether brought, maintained, alleged or based on theories of the Lessor's vicarious, derivative, constructive or technical liability. The extent of Lessee's defense and indemnification obligations to Lessor pursuant to this Agreement is limited to \$5,000,000.
19. **GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL.** This Agreement will be governed by and construed under the Laws of the State of Florida. Lessee and Lessor agree that all actions brought in relation to this Agreement or the Equipment for whatever reason will be brought in Orange County, Florida. However, Lessor shall have the option to prosecute or defend an action in a county other than Orange County, Florida, and Lessor may do so in any county where venue would otherwise be proper under chapter 47, Florida Statutes. **LESSEE WAIVES THE RIGHT TO TRIAL BY JURY.**
20. **STATUS OF EQUIPMENT.** The Equipment is, and will, at all times remain personal property, notwithstanding that it or any part of it may now be, or become, in any manner attached to, or embedded in or permanently resting on, real property or improvements thereon.
21. **OWNERSHIP OF EQUIPMENT.** Title to the Equipment and all additions, replacement or accessions will remain in Lessor unless transferred to Lessee by sale. Lessee will have only the rights to retain possession of and use the Equipment pursuant to this Agreement if Lessee is not in default. Lessee will give Lessor immediate written notice of any claim, levy, lien or legal process issued against the Equipment.
22. **LIMITATIONS OF EFFECTS OF WAIVER/REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to Lessor as a result of any default by Lessee will impair any right, power or remedy of Lessor, nor will it be construed to be a waiver of any default, or an acquiescence therein. Nor will any waiver of any single default on the part of Lessee be deemed a waiver of any prior or subsequent default. Any waiver, permit, consent or approval of any kind or character on the part of Lessor of any term, provision, condition, or covenant of this Agreement, must be in writing, and will be effective on Lessor only to the extent set forth in the writing. All remedies afforded to Lessor, either under this Agreement or by law, or otherwise, will be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
23. **ASSIGNMENT. LESSEE WILL NOT TRANSFER OR ASSIGN THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.** Lessor may assign this Agreement or any of its rights under this Agreement without Lessee's consent.
24. **AGREEMENT APPLICABLE TO SUCCESSORS AND ASSIGNS.** Lessor and Lessee agree that the rights and obligations of this Agreement will insure to and be binding on their respective successors and assigns subject, however, to the provisions of paragraph 23 of this Agreement.
25. **ATTORNEYS' FEES.** If Lessor employs an attorney to enforce any provision of this Agreement or to seek a declaration of rights or obligations hereunder, whether or not suit is initiated, Lessee agrees to pay to Lessor all costs incurred by Lessor, including its reasonable attorneys' fees, filing fees and other expenses. A reasonable attorney's fee includes, but is not limited to, fees incurred at the trial and appellate levels and post judgment proceedings, including all fees incurred by High Reach for post judgment collection. Any final judgment rendered in favor of High Reach shall include a reservation of jurisdiction to make a subsequent assessment and accrual of attorneys fees for such post judgment collection regardless of whether the Lessee attempted to avoid or evade the payment of the judgment.
26. **REPLEVIN.** If Lessee defaults, Lessor will have the right to peaceably enter the premises where the Equipment is located and render it inoperative or remove it, with or without process of law and without any notice or liability to Lessee, including but not limited to any damage occasioned by such entry or removal. Lessee agrees to permit such entry and action by Lessor. If Lessee defaults, Lessor may also cancel this Agreement without notice to Lessee or prejudice to any remedies or claims which Lessor may otherwise have against Lessee.
27. **MERGER, MODIFICATION, SEVERABILITY.** The parties intend this Agreement to be a final expression of their intent and, accordingly, this written Agreement represents the complete and exclusive statement of the terms of the Agreement. It may only be modified by a written agreement signed by Lessor and Lessee. If any provision is invalid, it will be considered deleted and will not invalidate the remaining provisions of this Agreement.
28. **FORCE MAJEURE.** Any failure of performance by Lessor due to causes beyond Lessor's control, including but not limited to acts of national emergency, wars, riots, labor disputes, Acts of God, failure of transportation and delays of suppliers, will not be deemed a default by Lessor. Notwithstanding Lessor's inability to perform under such conditions, Lessee's obligations under this Agreement will continue.