

LATE CHARGES: The Equipment must be returned after the termination of this Agreement. A \$ USO per hour late fee will apply until the equipment is returned to the Lessor:

USE: Customer (Lessee) will use the Equipment with caution and due care and will obey all national, state, municipal, police and other laws, ordinances and regulations that relate in any way to the possession, use or maintenance of the Equipment.

REPAIRS: Customer (Lessee) will keep the Equipment in good working order and will provide any and all parts, mechanisms and devices, as well as any rigging, accessories and apparatus that are needed to keep the Equipment operating in good condition, at their own expense.

LOSS OR DAMAGE: Customer (Lessee) agrees to pay owner for all loss and damages to the Equipment arising from any cause whatsoever that may occur during the term of this lease including, but not limited to, tire maintenance and replacement. It is further understood and agreed that in making any adjustment for loss or damages to the Equipment, Customer (Lessee) shall be credited with the amount of insurance payment received by Owner under insurance policies of Customer (Lessee), if an insurance recovery is effected thereunder. In making such adjustment, it is understood that no rentals theretofore paid or due shall apply to the payment of such loss. Customer (Lessee), in addition to liability for loss or damage herein otherwise provided for, shall be liable for all loss and damage to said Equipment caused by strikes, riot and civil commotion arising from any cause whatsoever. In the event of damages, Customer (Lessee) is responsible for lease payments during downtime repairs.

SURRENDER: Upon the expiration or earlier termination of this Agreement, the Customer (Lessee) will return the Equipment to the Owner (Lessor) in a good condition and working order with the exception of ordinary wear and tear resulting from the proper use of the Equipment, by delivering the Equipment at the Customer (Lessee) cost and expense to a place the Lessor will specify upon execution of this Agreement.

WARRANTY: EXCEPT AS MAY BE OFFERED BY THE MANUFACTURER OF THE EQUIPMENT, THE EQUIPMENT IS RENTED "AS IS". THERE ARE NO IMPLIED

WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND THERE ARE NO EXPRESSED WARRANTIES OTHER THAN THOSE THAT MAY BE SET FORTH IN A SEPARATE WRITTEN AGREEMENT SIGNED BY OWNER. IN NO EVENT SHALL OWNER OR THE MANUFACTURER OF THE EQUIPMENT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

INSURANCE: Customer (Lessee) further agrees to protect Owner with commercial general liability insurance coverage, such insurance to cover loss, injury, death or damage occasioned or caused by or in connection with the Equipment, as regards Customer's (Lessee's) operations, products, or completed operations. Customer's (Lessee's) commercial general liability insurance policy shall: (a) have minimum coverage limits of

\$1,000,000 per occurrence, with no reduction of aggregate limitations; (b) be issued by an insurance company with an A.M. Best's rating of AVII or better, or otherwise satisfactory to Owner; (c) be endorsed to include Owner as an Additional insured - Lessor of Lease Equipment, (d) be endorsed to waive any and all subrogation against Owner; (e) be in full force and effect throughout the term of this Agreement (0 be endorsed to provide Owner at least thirty (30) days written notice before the policy shall be altered or cancelled; and (g) be primary and non-contributory with a deductible of less than \$5,000.00 which shall be paid by Customer (Lessee). If the Equipment is a titled vehicle, Customer (Lessee) shall also provide Owner with automobile liability insurance which meets the same requirements as described above.

PHYSICAL DAMAGE INSURANCE: Unless Customer (Lessee) purchases Loss Damage Waiver (14% OF RENTAL), LOW X Customer (Lessee) shall properly insure the Equipment against all risks of physical loss or damage for not less than the actual cash market value of the Equipment. Also, Customer's (Lessee's) physical damage or in land marine insurance policy shall (a) be endorsed to include Owner as Loss Payee; (b) be insured by an insurance company with an A.M. Best's rating of AVII or better, or otherwise satisfactory to Owner; (c) contain no exclusions or limitations of coverage as regards "booms", capacity overloading, theft, waterborne or over-water exposures, subsidence, transit or hauling or any other similar restrictions, (d) be in full force and effect throughout the term of this agreement; and (e) be endorsed to provide Owner at least thirty (30)-days written notice before the policy shall be altered or cancelled. If the

Equipment is a titled vehicle, Customer (Lessee) shall also provide Owner with automobile liability insurance which meets the same requirements as described above.

DEDUCTIBLE: Customer (Lessee) is additionally responsible for any deductibles or other Loss amounts necessary to completely indemnify Owner. The proceeds of any such insurance, at the option of Owner, shall be applied (a) toward the replacement, restoration or repair of the Equipment or (b) toward payment of the obligations of Customer (Lessee) hereunder.

TITLE: Title to the Equipment shall at all times be vested in the Owner unless transferred to Customer (Lessee) through sale. Customer (Lessee) shall give Owner immediate notice of any levy attempted upon the Equipment or if said Equipment from any causes becomes liable to seizure, and Customer (Lessee) shall indemnify Owner against all loss and damages caused by any such action.

TAXES: The Customer (Lessee) will keep the Equipment free and clear of all levies, liens and encumbrances. The Customer (Lessee), or Lessor at Customer's (Lessee's) expense, will report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the previous obligations. The Customer (Lessee) will also pay any penalties or interest, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operating or leasing of the Equipment or otherwise in any manner with respect thereto. This applies whether or not the same will be assessed against or in the name of the Renter or the Customer (Lessee). However, the Customer (Lessee) will not be required to pay any such tax or assessment if, in good faith and by appropriate legal proceedings, they contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Renter to the Equipment; provided that Customer (Lessee) will reimburse the Renter for any damages or expenses that result from such a failure to pay or discharge.

CUSTOMER (LESSEE) PAYMENT: In the event the Customer (Lessee) fails to produce or continue paying such fees, assessments, charges and taxes, as specified in this agreement, charges and taxes as might be applicable, the cost may be repaid to the

Renter, in Renter's sole discretion, with the next installment of such a charge, and failure of Renter to repay the same will carry with it the same consequences, including interest at fifteen percent (15%) per annum, as penalty for failure to pay any installment of applicable fees, assessments, charges and taxes.

INDEMNITY: Customer (Lessee) will indemnify the Renter against, and hold them harmless from, any and all proceedings, actions, suits, claims, expenses, damages, costs, and liabilities, including reasonable attorney's fees and costs, caused by, or connected with, resulting from the Customer (Lessee) use of Equipment, including without limitation the use, selection, delivery, manufacture, possession, return or operation of the Equipment.

OWNERSHIP: The Equipment is exclusively the sole property of Renter and will remain so at all times. The Customer (Lessee) has not right, title or interest therein or thereto except as specifically described in this Agreement.

DOCUMENTATION: If the Renter requests is, the Customer (Lessee) will create and deliver to the Renter such documents that are deemed necessary to protect the Renters interest in the Equipment. Rentee further acknowledges the Equipment may include GPS or similar trucking devices.

ENTIRE AGREEMENT: This document consists of the entire Agreement between the parties on the subject matter hereof and will not be revised or altered except through a further document signed by the parties involved in this Agreement.

NOTICES: It will be sufficient services of all notices under this Agreement if they are given personally or delivered through certified mail with a return receipt requested, postage prepaid, at the address set out in this Agreement or to an address that such party may provide in writing.

ASSIGNMENT: Renters will not assign this Agreement or its interest in the Equipment without the prior written consent of the Renter. However, Renter may assign this obligation in its sole discretion.

GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

PERSONAL GUARANTY AGREEMENT

In consideration of Dewitt Equipment, LLC doing business with and/or giving credit to Customer, I hereby guarantee to Dewitt Equipment, LLC the prompt payment of all debts and liabilities (whether direct, indirect, contingent, or unsecured) which Customer may now or at anytime or times hereafter owe or be liable to pay Dewitt Equipment, LLC. The liability of the undersigned shall be on a solidary basis with Customer and any other guarantor. This shall be a continuing unconditional personal guaranty and obligates me with and to the same extent as Customer. The undersigned expressly waive(s) notice of acceptance of this guaranty, promptness, presentment, demand, protest, and notice of dishonor of any obligations hereby guaranteed. Each of the undersigned renounce as to each other the benefit of division and discussion. This guaranty shall be a continuing guaranty and shall remain in full force and effect until terminated by thirty (30) days written notice to Dewitt Equipment, LLC, but such termination shall not affect or impair guarantor's liability hereunder at the time of such termination. Any notice of termination must be sent by certified mail to Dewitt Equipment, LLC at 2812 Carondelet Ln, Monroe, LA 71201.

1. The equipment shall be returned free of mud and debris, or Customer shall pay an extra fee of \$100.00 per hour to wash and clean.
2. The equipment shall be returned with fuel tank FULL or Customer shall pay \$8.00 per gallon to refill.
\$50.00 charge for lost key.
3. For any service callout resulting from equipment misuse or lack of equipment knowledge, Customer shall pay an extra fee of \$150.00 per hour.
4. Engine hours in excess of 8/Day, 40/Week, & 160/4 Week will be billed accordingly.
5. All discounts given will be forfeited and an additional 15% interest will be added to all invoices not paid within 30 days of billing cycle end.
6. The parties hereby indicated by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety, including, without limitation, the provisions set forth in the following pages of this Agreement.
7. Customer acknowledges receipt of the items in good working order.
8. Customer fully is fully familiar with the operation and use of the items.
9. Customer was given safety harness to be worn at all times while Equipment is being operated. Failure to do so may result in injury including death to operator at no liability

to Dewitt Equipment, LLC, its owners, employees, managers, representatives or its affiliates.