

General Terms and Conditions Applicable to all Equipment Rentals and Purchases:

1. Receipt and Inspection of Equipment. Customer (i) acknowledges receipt of the personal property described on the front of this Agreement (herein "Equipment") from Hawkins-Graves, Inc. (herein "Company"); (ii) agrees Equipment was inspected by Customer and that it was in good condition without damage or faults, that its fuel tanks were full and, in the case of Equipment registered for use on public roads, contained no dyed fuel, and that it was suitable for Customer's intended uses; and (iii) agrees Equipment was delivered with all necessary readable safety decals, and operating manuals were made available to Customer. Customer acknowledged it has received all information necessary to safely operate Equipment.

2. Limitation of Warranties. The parties agree that Company is not the manufacturer of Equipment, nor is it the agent of the manufacturer, and that no warranty is given against evident or hidden defects in Equipment. Company shall not be liable to Customer for any losses or damages of any kind resulting from defects or inefficiency of Equipment or its breakage. **CUSTOMER WAIVES ANY AND ALL CLAIMS OF CONSEQUENTIAL DAMAGES ARISING FROM EQUIPMENT OR ITS USE. CUSTOMER PURCHASES OR LEASES EQUIPMENT WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNLESS THEY APPEAR IN WRITING SIGNED BY THE COMPANY. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OR LEASE OF THE EQUIPMENT, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY COMPANY AND WAIVED BY CUSTOMER. WARRANTIES ON NEW EQUIPMENT ARE LIMITED TO THOSE EXTENDED BY THE EQUIPMENT MANUFACTURER, IF ANY; COPIES OF SUCH WARRANTIES ARE AVAILABLE UPON REQUEST. ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS.**

3. Indemnification. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND INSURERS, AGAINST ALL LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION, EXPENSES, AND PENALTIES (INCLUDING COURT COSTS, ATTORNEY'S FEES, AND OPINION WITNESS' FEES) ARISING ON ACCOUNT OF ANY INJURY OR DEATH TO ANY PERSON (INCLUDING ANY OF CUSTOMER'S AND/OR COMPANY'S EMPLOYEES) OR DAMAGE TO ANY PROPERTY CAUSED, IN WHOLE OR IN PART, BY EQUIPMENT, OR ITS CONDITION, OPERATION OR TRANSPORTATION, AND/OR ANY NEGLIGENT ACT OR OMISSION OF CUSTOMER OR ANY OF ITS EMPLOYEES, REGARDLESS OF WHETHER COMPANY IS FOUND TO BE JOINTLY LIABLE FOR SUCH DEATH, INJURY OR DAMAGE, AND FURTHER REGARDLESS OF WHETHER ANY OF THE FOREGOING LIABILITY ARISES AT LAW, IN EQUITY, OR BY STATUTE, INCLUDING STRICT LIABILITY.

4. Insurance. Customer is responsible for maintaining liability and physical damage insurance on Equipment. Customer shall insure against the loss or destruction of the Equipment in the amount of its full replacement costs. Customer shall purchase and maintain insurance of the following types of coverage and limits of liability: (i) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate (Company shall be included as insured on the CGL policy, using ISO Additional Insured Endorsement CG2010 0704 and CG2037 0704 or an endorsement providing equivalent coverage to additional insured; insurance for the additional insured shall be as broad as the coverage provided for the named insured; and it shall apply as primary insurance before any other insurance, including any deductible, available to the additional insured); (ii) Commercial Umbrella policy with limits of not less than \$1,000,000; (iii) Contractors Equipment Coverage policy with damage and loss limits equal to or exceeding the value of Equipment (Company shall be included as loss payee with respects to the Equipment); (iv) Business Auto Liability policy with limits of at least \$1,000,000 for each accident (Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles); and (v) Workers Compensation and Employers Liability Insurance with limits of at least \$100,000 each accident for bodily injury by accident, \$500,000 for injury by disease, and \$100,000 for each employee for bodily injury by disease. Customer shall provide Company a certificate evidencing such coverage and endorsed that the coverage will not be canceled or changed without the provider endeavoring to provide the Company 30 days' prior written notice. Failure of Company to insist on Customer's compliance with this section or any other section of this Agreement shall not be deemed a waiver of Company's rights to enforce each provision of this Agreement.

5. Payment and Default. Customer shall pay Company all amounts due, without offset. Customer shall pay all taxes arising as a result of its purchase or rental of Equipment. Taxes are not included in prices quoted for Equipment. Any amount due Company not paid when due shall accrue interest at the rate of 2% per month, until paid. In the event Company takes any action to enforce its rights under this Agreement, Customer agrees to pay Company's attorney's fees, opinion witness' fees, and court costs. Customer agrees venue for any such action shall be in the state courts located in Lynchburg or Campbell County, Virginia, at Company's discretion. Customer waives any right to a trial by jury. A copy or fax of this Agreement shall be admissible in court as an original. If Customer defaults in any obligations owed to Company, Company may, in addition to its other rights, repossess the Equipment, without recourse by Customer; accordingly, Customer hereby grants Company a security interest in any purchased Equipment, until paid for in full. In any action by Customer against Company, Company's maximum liability to Customer shall be limited to the amount Customer paid Company for Equipment, whether in rent or purchase money. In the event Customer fails to pay when due any invoice for a weekly or monthly rental, the rental rate for the Equipment shall revert to the daily rate and the Customer shall be responsible for paying rent for the Equipment as if the original lease had been at the daily rate.

6. Loading of Equipment onto Customer Vehicles. Customer is solely responsible for loading and unloading Equipment to or from Customer's trucks or trailers. Customer assumes all liability for damage to Customer's trucks or trailers and for injury or death to persons resulting from loading or unloading operations, even if caused by Company's employees, and Customer further agrees to indemnify, defend, and hold Company harmless from any such damage, injury or death.

6. No Damages for Delay. Company shall not be responsible for delays in delivery of Equipment. Under no circumstances shall Company be liable to Customer for loss of use of Equipment or its down-time, or from any damages resulting therefrom.

7. Safety Standards. Company makes no representations or certifications express or implied concerning compliance of Equipment with OSHA, MSHA, or other occupational safety standards. Compliance with OSHA or other occupational safety standards applicable to the operation, use, and maintenance of Equipment is the sole responsibility of Customer. Customer agrees to make no modification to any safety systems or features, including decals, of Equipment.

8. Entire Agreement. This Agreement is the entire agreement between Customer and Company with regard to the Equipment and its use. No verbal agreement exists and Customer agrees Company has made no verbal representations or warranties about the Equipment. This Agreement may only be modified in a writing signed by Company. Customer may not assign this Agreement or any of its rights hereunder.

9. Miscellaneous. Numbered headings are for the convenience of the reader, but do not modify this Agreement. Any failure of Company to insist on Customer's strict compliance with this Agreement shall not be a waiver of any of Customer's obligations hereunder.

Additional Terms applicable to Equipment Rentals (Sections 10 through 14):

10. Rental Period. Rent begins when the Equipment leaves the Company's property and ends when Equipment is returned to the Company's property in the condition required hereby during normal business hours. Rental rates are based on Equipment being used 8 hours per day, 40 hours per week, and 160 hours per 28 day period. Use in excess of these amounts will be charged at an hourly rate equal to: 1/8th of the daily rate for daily rentals, 1/40th of the weekly rate for weekly rentals, 1/160th of the 28 day rate for 28 day rentals. In the event Company establishes a "Due In" time for the Equipment and Customer does not return Equipment when due, Company may revert weekly and month rentals to the daily rental rate from the "Due In" time forward.

11. Title. Title to Equipment is and at all times shall remain in Company. Customer will give Company immediate notice of any levy attempted upon Equipment, or if Equipment becomes liable to seizure, and will defend, indemnify and hold harmless Company against all loss and damages caused by such action. The filing of any bankruptcy proceeding in which the Customer is named as a debtor shall be deemed a default by Customer of this Agreement. Unless the Company and Customer have entered into a separate Rent to Purchase Agreement, Customer has no option to purchase the Equipment.

12. Usage. Customer shall not permit Equipment to be used by any person or entity other than Customer, nor will Customer allow Equipment to be used at any location other than the location designated on the front of this Agreement. Unless instructed otherwise in writing by Company, Customer shall maintain Equipment in keeping with the recommendations of Equipment's manufacturer. Customer shall check tire air pressure, all fluid levels, and all points of lubrication and shall visually inspect Equipment for damage or defects, daily. Customer shall immediately correct any deficiencies noted during such inspection. Customer shall not use the Equipment for illegal purposes or operated in an illegal manner. Customer shall ensure the Equipment is operated in full compliance with all OSHA, MNSH and other applicable safety standards.

13. Damaged – Malfunctioning Equipment. Customer shall keep the Equipment in clean, maintained and good working order. It shall inspect the Equipment daily and after its transportation. If Equipment is involved in an accident in which it is damaged, or if it becomes unsafe or in a state of disrepair, Customer agrees: (i) to immediately discontinue its use; (ii) to immediately notify the Company; and (iii) to await further instruction from the Company before allowing further operation of the Equipment. In the event the Equipment malfunctions through no fault of Customer, Company has the options of repairing the Equipment, or of asking Customer to return the Equipment in termination of further rent obligations; either as Customer's sole remedy for such malfunction. Company has no obligation to repair Equipment damaged by Customer's misuse, failure to maintain, abuse, neglect, or accident.

14. Return of Equipment. At termination of the rental period, Customer shall promptly return Equipment to Company's place of business. It is to be in the same condition as it was received, ordinary wear and tear, as determined by Company in its sole discretion, excepted. Customer agrees to pay Company the full costs of any damage to the Equipment and the cost of replacements for lost parts or attachments. Customer shall be responsible for repair or replacement of any tires, tubes or rubber tracks damaged while Equipment is under its control or the control of those for whom it is responsible. Customer shall return Equipment in clean condition with all fluid tanks, including fuel, full (dye free in the event of fuel for Equipment registered for use on public roads). In the event Equipment is returned unclean, per Company's determination, or with fluid tanks not properly full, Customer shall pay for cleaning of the Equipment and/or filling of fluid tanks, as the case may be. In the event any Equipment is returned damaged, rent shall continue to accrue until the Equipment is repaired and Company makes it available for rent. In the event Customer does not return the Equipment, or the Equipment is lost or destroyed, Customer shall pay Company for the full replacement list value of the Equipment together with the full rental rate for the Equipment until it is replaced and put back into rental inventory by the Company. Company may notify the Customer, verbally or in writing, of a new or revised "Due In" time at any time. Customer will not retain the Equipment beyond any "Due In" time established by Company, without prior notice to and written consent of Company. Company may report Equipment stolen if not returned when requested by Company. Customer will pay rental charges in advance, or, with prior agreement of Company, immediately upon return of Equipment. This Agreement shall be deemed a close ended lease.