

TERMS AND CONDITIONS TO EQUIPMENT RENTAL CONTRACT

LEASE: Subject to the terms and conditions set forth in this Lease. Lessor designated on Page 1(the "Lessor") hereby leases to Lessee identified on Page 1(the "Lessee") and Lessee hereby leases the equipment (the "Equipment") described on Page 1. Any extra work, labor, materials, equipment etc. are to be invoiced as per charge-out rates specified in the Quotation, current Price List or as agreed in writing or cost as invoiced. Nothing contained herein shall be deemed or construed to create the relationship of principal and agent or partnership or a joint venture or any other relationship other than lessor and lessee.

RENTAL PERIOD-HAULING: Unless otherwise specified, the rental period begins when equipment arrives on Lessee's job site (or designated delivery location) and ends upon pickup of the Equipment at the Lessee's job site. The Approximate Delivery Date on Page 1 is only an estimated date of delivery. Lessor will use reasonable commercial efforts to deliver the Equipment at the job site as provided on Page 1 provided that Lessor shall not be liable for any delays in delivery regardless of the cause (including any failure of a prior user to return or release the Equipment).

MAINTENANCE, OPERATION, RETURN: Lessee agrees to maintain the Equipment at its expense, operate the Equipment carefully within manufacturer's specifications, comply with all rules, regulations, laws, and ordinances (the "Laws") and any and all insurance provisions applicable to Lessee's use, maintenance, or possession of the Equipment, return the Equipment in the same condition as received (exclusive of normal wear and tear) and to clean off all rubbish, spillage and debris on or in the Equipment (including but not limited to (fireproofing residue, paint and concrete splatter) prior to return of Equipment. If Equipment is damaged beyond normal wear and tear, Lessee will reimburse Lessor for all costs associated with such damage. Lessee assumes the entire risk of loss, theft, damage and destruction to the Equipment from any cause whatsoever. No such loss, theft, damage, or destruction shall affect any obligation of Lessee under this Lease, which will continue in full force and effect. In the event of any such loss, theft, damage, or destruction of the Equipment, Lessee shall immediately give Lessor written notice thereof and will take all actions required of Lessor in connection therewith. Lessee shall determine that use of the Equipment will not violate any applicable Laws and will obtain all necessary permits and consents. Lessee will not make any modifications, alterations or additions to the Equipment. Lessee shall be liable for any Lessor charges for any cleaning, vandalism, damage or misuse of Equipment. Supervision, general day to day maintenance, compliance with safety rules and regulations as well as the proper use of the Equipment is the sole responsibility of Lessee. Not in limitation of the above, Lessee acknowledges and agrees that should any alterations, adjustments or attention to the Equipment be made by any person other than an employee of Lessor or its nominee, Lessee shall be solely responsible for the integrity of the Equipment, the safety of all persons/property on the Equipment and all consequences, including any third party claims. Lessee shall defend, indemnify and hold Preston Rentals (NV) LLC, Preston Rentals (TX) LLC, Preston Rentals (CA) LLC, PrestonUSA Holdings Inc. and their respective officers, owners, directors, employees, agents and managers (collectively, the "Preston Rentals Group") harmless from all damages and losses (including, without limitation, any direct, indirect, or consequential), claims (including, without limitation, claims relating to damage to Equipment, other property, personal injury and death, including, third party claims), loss of reputation, interest, actions, judgments, penalties and expenses and costs (including, legal and other professional expenses and costs) (collectively, "Damages") in connection with such activity. Unless otherwise agreed on Page 1, Lessee shall, at its cost, return the Equipment as directed by Lessor.

INSTALLATION: Lessee agrees to provide crane and crane crew for unloading, installation, dismantling, removal and relocating of Equipment. It is the responsibility of Lessee to provide all scaffold equipment and scaffolders (if required) required for equipment installation and removal when attached to scaffold or building or structure. All safety fences and other safety equipment as required are to be supplied by Lessee and are to be removed and replaced by Lessee if necessary at no cost to Lessor. Lessee shall not remove, nor permit the removal of, the Equipment from the address of delivery set forth herein without the prior express written consent of Lessor. Lessee shall not cause nor permit the Equipment to be affixed or attached to real estate so as to cause the Equipment to be deemed a fixture. Lessee shall permit and facilitate the inspection of the Equipment at any reasonable time or times by Lessor.

LESSEE'S ACCEPTANCE OF EQUIPMENT: Lessee's receipt of the Equipment shall constitute acceptance and approval thereof unless Lessee, within two (2) days after receipt of the Equipment, provides Lessor with written notice specifying any material defect therein. By acceptance of the Equipment, Lessee waives any defense, setoff, or counter claim that it may have against Lessor relating to or arising out of the Equipment.

LIABILITY

DAMAGE TO EQUIPMENT: Lessee will indemnify, defend and hold the Preston Rentals Group harmless from and against all Damage to the Equipment during the rental period.

PERSONAL INJURY-PROPERTY DAMAGE: Lessee will indemnify, defend and hold the Preston Rentals Group harmless from any and all Damages resulting from use, selection, possession, leasing, operation, control, use, maintenance, delivery and return of the Equipment by Lessee.

BREACH OF AGREEMENT: Lessee will indemnify, defend and hold the Preston Rentals Group harmless from any and all Damages resulting from a breach of this Agreement by Lessee.

INSURANCE: Lessee shall, at its own cost and expense, maintain (i) all risk insurance for the insured value of the Equipment and naming the Preston Rentals Group as additional named insured and loss payee and (ii) public liability, personal injury, property damage, and comprehensive general insurance policies naming the Preston Rentals Group as additional named insured with minimum coverage of at least \$1,000,000 per occurrence. All such insurance shall be in form acceptable to Lessor and provide that it cannot be canceled or modified without at least ten (10) days' prior written notice. Lessor may, but shall not be obligated to, obtain and pay for such insurance at Lessee's expense and cost if Lessee does not do so. This insurance may not (i) protect Lessee's interests; or (ii) pay any claim that Lessee makes or any claim that is made against Lessee in connection with the Equipment. Lessee may later cancel any such insurance purchased by Lessor, but only after providing Lessor with evidence that Lessee has obtained the insurance required by this Lease. The cost of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own. From time to time, as requested by Lessor, Lessee shall deliver to Lessor a certificate of insurance in such form as may be required by Lessor showing compliance with this Section.

Lessee will list the value of the Equipment on the insurance certificate for a value no less than the insurance value of \$37,500 for each Superdeck® (Equipment); insurance value of \$22,400 for each SuperLumen8 Solar Light Tower; insurance value of \$574 for each MP625 SuperShore™, insurance value of \$389 for each MP480 SuperShore™; insurance value of \$326 for each MP 350 SuperShore™. In the

event that Lessee fails to maintain the insurance required hereunder, Lessee shall not be entitled to use or possess the Equipment. Lessee hereby waives all rights of subrogation against Lessor.

WARRANTIES - DELAYS - DOWNTIME - CONSEQUENTIAL DAMAGES – LIMITATION OF LIABILITY: LESSEE EXPRESSLY TAKES AND ACCEPTS THE EQUIPMENT IN AN “AS-IS” CONDITION. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, PATENT INFRINGEMENT, LATENT DEFECTS OR THE DESIGN, DURABILITY, CONDITION, QUALITY, COMPLIANCE WITH ANY LAWS OR CAPACITY OF THE EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR THE COST OF ANY DOWNTIME, DELAYS IN DELIVERY, DELAYS IN INSTALLATION, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR LIQUIDATED DAMAGES OR FOR THE FAILURE OF ANY PARTS TO OPERATE. NOTWITHSTANDING THE ABOVE, LESSOR’S LIABILITY, WHETHER FOR BREACH OF THE TERMS OF THIS AGREEMENT OR OTHERWISE, IS LIMITED TO THE TOTAL AMOUNT OF RENTAL PAYMENT RECEIVED UNDER THIS AGREEMENT.

SUITABILITY OF EQUIPMENT DETERMINED BY LESSEE: While care has been taken to ensure the accuracy of the information provided and the safety and suitability of the Equipment and/or service provided, Lessor takes no responsibility for their use, suitability or application, as this is the sole responsibility of Lessee utilizing or relying on such Equipment or service. Care should be taken by Lessee to ensure that the Equipment and/or service is appropriate to fulfil Lessee’s requirements.

DEFAULTS: Lessee agrees not to use Equipment if in default ten (10) days on any payment. The following shall, at Lessor’s election, constitute a default hereunder: (i) Lessee’s failure to pay any rent hereunder for a period of ten (10) days following the date due, (ii) Lessee’s failure to perform any other covenant hereunder and such failure is not cured within ten (10) days following Lessor’s written notice thereof, (iii) the interest of Lessee is levied upon under execution or other legal process, (iv) Lessee becomes insolvent or makes any filing for any bankruptcy, insolvency, reorganization, or moratorium or has any such involuntary filing made against Lessee and such filing is consented to by Lessee or remains undismissed for thirty (30) days, (v) Lessee abandons the Equipment, (vi) any material adverse change in the Lessee, or (vii) Lessor reasonably deems itself insecure. In the event of a default, Lessor shall be entitled to all remedies at law or equity, take possession of the Equipment (which shall not constitute termination of this Lease as to the Equipment unless Lessor expressly so notifies Lessee in writing), recover all money due (including declaring the entire amount of rent hereunder immediately due and payable), collect damages for any injury to, and all expenses incurred in returning, the Equipment, terminate this Lease as to any or all items of Equipment, all without posting any bond or surety. All rights and remedies are cumulative, and the exercise of any right or remedy provided hereunder shall be without prejudice to the right to exercise any other right or remedy provided herein, by law or equity. Lessee shall permit the Equipment to be removed by Lessor and will assemble such Equipment at such time and place as Lessor may require, whether upon the occurrence of a default, expiration or termination of this Lease or otherwise.

PAYMENTS/PRICES: Initial rental fees for the first twenty eight (28) days including orientation and delivery fees are due thirty (30) days from the billing date. Each subsequent invoice is due thirty (30) days from billing date (prorated for partial months) and payable as directed by Lessor. The lesser of the highest permissible legal interest rate and two (2) percent per month shall be due on all amounts outstanding past due date. All sales, lease, and use taxes, Goods and Service Tax (GST), Harmonized Sales Tax (HST),

personal property taxes and other taxes and assessments imposed with respect to the Equipment, except for any taxes imposed with respect to the net income of Lessor, are additional and to be paid by Lessee. No retention of any kind will be held on any payments. Lessee agrees that payments to Lessor are not conditioned upon payment by Project Owner or Project Prime Contractor to Lessee. All monies payable shall be paid in U.S. Dollars and shall be free of set-off, counter claims, retentions, retainage or deductions unless approved in a writing signed by both parties. All Lessor rates and prices on Page 1 are based on work being carried out Monday to Friday, 7:00 a.m. to 3:00 p.m. After hours, weekends or Public Holiday work has not been allowed for, unless stated in quote. Work performed at these times will incur additional charges as per current Price List. (Saturdays + 25%, Sundays, Public Holidays and after hours +30%). All lease and other payments made pursuant to this Lease shall be made at the address of the Lessor indicted herein or at such other address as shall be designated from time to time by Lessor.

ATTORNEYS FEES: In the event Lessor engages an attorney to enforce any of its rights herein or at law or equity, Lessee shall be liable for all such fees and expenses.

TITLE: Title to the Equipment shall, at all times, remain vested in Lessor. Lessee agrees to keep the Equipment free and clear of all liens, claims and encumbrances other than liens created by Lessor. Lessee shall immediately notify Lessor of any lien or seizure and shall remove any lien other than liens created by Lessor. Lessor may request Lessee to place a plaque upon the Equipment identifying the Equipment as having been leased from Lessor. Lessee will not cover or remove any serial numbers, insignia, trademarks, or other identification markings existing on the Equipment. Lessor is hereby authorized by Lessee to file Uniform Commercial Code Financing Statements or other similar filings with respect to the Equipment reflecting Lessee's status as lessee and Lessor's status as Lessor. Lessee shall not assign, transfer, sublet or pledge this Lease or the Equipment or permit any person or entity other than Lessee to use the Equipment without Lessor's written consent. Lessee agrees not to disable or otherwise interfere with any location transmitting device within or attached to the Equipment.

ENGINEERING: This Agreement is subject to:

Structural adequacy and limits of Equipment as provided by Lessor's Independent Engineer;

The information and drawings (if any) received by Lessor from the Lessee;

Any Equipment, goods and services provided including designs, plans, formulas, specifications, instructions, advice or information supplied by Lessor is subject to Lessee's Site Engineers approval before use or application and the Lessor disclaims any responsibility with respect thereto; The Lessee's engineer to check, verify and approve that the building or structure can safely carry the imposed load of the Equipment and the Lessor is not responsible for, nor held liable for any engineering costs or rectifications associated with, the building or structures adequacy for the use of the Equipment; and Any/all shoring (if required) for the use of the Equipment is the responsibility of the Lessee, unless otherwise quoted on Page 1(4).

INCLEMENT WEATHER, STRIKES, DELAY, AND FORCE MAJEURE: Lessor will not be responsible for any Damages associated with work stoppages or delays due to reasons beyond the reasonable control of Lessor including but not limited to: inclement weather, labor strikes, insurrection, governmental actions or delays, war, delay or issues caused by Lessee or those who have rights regarding the location where

the Equipment is to be used, government laws or regulations, transportation delays, Acts of God, delay in issuing permits, and failure to obtain Equipment from prior lessees.

USE OF CRANES: When a load is secured by crane, the responsibility of the load remains with the Lessee/Owner/Operator/crane crew. "Hook on, hook off" policy applies.

COUNTERPARTS; ELECTRONIC TRANSMISSION: This Lease and any schedules or other documents relating hereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one document. Receipt of an executed signature page by facsimile or other electronic transmission shall constitute effective delivery thereof.

SURVIVAL: The following shall survive termination or expiration of this Lease: (i) all representations, warranties and indemnities, (ii) all causes of action which accrued prior to such termination or expiration and (iii) all provisions where survival is reasonably appropriate to accomplish the purpose of the provision.

MISSING INFORMATION: Lessee irrevocably authorizes Lessor, at any time, to (i) insert or correct information contained in this Lease, including Lessee's correct name and Equipment descriptions, (ii) submit notices and proofs of loss for any required insurance; and (iii) endorse Lessee's name on remittances for insurance.

GOVERNING LAW AND JURISDICTION:

If Preston Rentals (NV) LLC is the Lessor: This Agreement shall be construed under the internal laws (and not the laws of conflict) of Nevada. Any and all litigation that may arise out of or in connection with this Agreement shall be litigated only in the courts located in Las Vegas, NV and Lessee submits to jurisdiction of such courts and waives any objection based on such courts being an inconvenient forum.

If Preston Rentals (TX) LLC is the Lessor: This Agreement shall be construed under the internal laws (and not the laws of conflict) of Texas. Any and all litigation that may arise out of or in connection with this Agreement shall be litigated only in the courts located in Galveston County, TX and Lessee submits to jurisdiction of such courts and waives any objection based on such courts being an inconvenient forum.

If Preston Rentals (CA) LLC is the Lessor: This Agreement shall be construed under the internal laws (and not the laws of conflict) of California. Any and all litigation that may arise out of or in connection with this Agreement shall be litigated only in the courts located in San Bernardino County, CA and Lessee submits to jurisdiction of such courts and waives any objection based on such courts being an inconvenient forum.

Notwithstanding the foregoing, Lessor may bring suit in any other jurisdiction.

MISCELLANEOUS: All prior representations and proposals are superseded by and merged into this Agreement which constitutes the entire agreement between the parties. Any changes and any waivers must be in writing. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision hereof. It is intended that each provision herein that is invalid or enforceable as written be valid and enforceable to the fullest extent possible. Lessor may assign its rights and obligations herein and shall not be liable hereunder following such assignment. Lessee, without the prior written consent of Lessor, shall not assign this Lease or any rights herein. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns. If there is any conflict of clauses in other documents, the provisions of these Terms and Conditions shall govern. All

notices must be in writing and shall be deemed given when (i) delivered by hand, (ii) third day after deposit in the US Mail, postage prepaid, addressed to the party to which it is to be given at the address provided on Page 1, (iii) on the date sent if sent by facsimile to the party to which it is to be given at the number provided on Page 1 (provided that a written copy is sent by another method provided herein) or (iv) the next-day after proper and timely deposit, freight prepaid, with a nationally recognized next-day delivery service providing next-day service to the location of the recipient at the address provided on Page 1 (or to such other address or facsimile number provided in the foregoing matter). Captions are inserted for convenience only and shall not govern interpretation of this Agreement. Any forbearance to act shall not be construed as a waiver of right or remedy hereunder. This Agreement shall be construed fairly without any presumption in favor of one party or the other.