

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 1 of 11

EQUIPMENT LEASE TERMS AND CONDITIONS

1. **Property Leased.** Sass-Moore Service Corporation (“Lessor or “SMSC”) hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment (“Equipment”) described in the Lease Quote attached hereto as Schedule “A”.
2. **Term.** The term of this Lease shall be as identified in the Lease Quote attached hereto as Schedule “A”
3. **Rent and Deposit.**
 - a. The monthly rent for the Equipment shall be as stated in the Lease Quote attached hereto as Schedule “A”. Any monthly payment not made by the due date shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to three (3%) per month on any overdue amount.
 - b. Lessee shall pay a deposit as identified in the Lease Quote attached hereto as Schedule “A” prior to taking possession of the Equipment. The deposit will be refunded to Lessee promptly following Lessee's performance of all obligations in this Lease.
 - c. The total charges specified in this Lease are estimated based upon Lessee’s representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Lessee to SMSC. Lessee will pay SMSC on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, delivery and pickup charges, cleaning fees, freight, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Lease, and all expenses, including reasonable attorney’s fees and costs incurred in collecting same, all in accordance with this Lease. A detailed description of all fees and surcharges that may be applicable to Lessee’s rental can be found on SMSC’s website at <https://www.sma-hvac.com/rentals.html>. Lessee must notify SMSC in writing of any disputed charge within 30 days of receipt of such invoice or Lessee shall be deemed to have irrevocably waived such amounts. The basic daily, weekly and 4-week rental rates will entitle Lessee to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by SMSC. SMSC will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Equipment is F.O.B. Origin unless otherwise specified. Shipping

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 2 of 11

charges to the Lessee's destination and return and all loading, unloading, assembling and dismantling will be paid by Lessee. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Lessee with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Lease, may be subject to a late payment fee as provided in this Lease. Lessee may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Lessee agrees in the event of a default, that any deposit made by Lessee shall be used by SMSC for unpaid rent and other charges, damages and costs incurred due to the default.

- d. Lessee must notify SMSC in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Lessee shall be deemed to have irrevocably waived its right to dispute such amounts. Lessee shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate SMSC for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Lessee agrees that if a credit or debit card is presented to pay for charges or to guarantee payment, Customer authorizes SMSC to charge the credit or debit card all amounts shown on this Lease and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.
- e. Should Lessee fail to pay any invoice to SMSC in accordance with the terms of such invoice, Lessee will pay a late payment fee to SMSC on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction within the State of New Jersey. At SMSC's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Lessee agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Lessee shall reimburse SMSC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Lessee of any default under this Lease.

4. Nature and Care of Equipment.

- a. Lessee shall exercise due care in the use and maintenance of the Equipment, and at its own expense shall maintain an insurance policy on the Equipment and keep the Equipment in good repair and in a condition equivalent in all respects to that in which it was received by Lessee, normal wear and tear excepted. Lessee shall provide Lessor proof of insurance on the Equipment within five (5) business days from the date first written above. Failure to obtain and/or provide the required insurance policy subjects the Lessor to Paragraphs 6 and 23 of this Lease;

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 3 of 11

b. This Lease is solely for the purpose of creating a rental transaction, which allows Lessee to use the Equipment for commercial purposes and solely as permitted by this Lease. The Equipment is owned by SMSC. Lessee acknowledges that no one other than SMSC may transfer or assign the Equipment or any rights or obligations under this Lease. Neither Lessee nor any Authorized Operators (as defined below) are agents of SMSC. No one may repair or alter the Equipment without SMSC's prior written approval. Lessee will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold SMSC harmless from all loss, liability, and expense by reason thereof. Lessee's execution of this Lease or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between SMSC and Lessee upon Lessee's receipt of SMSC's Equipment under those contracts. Lessee rents the Equipment from SMSC pursuant to this Lease, which is a true lease. The Equipment (a) is and shall remain the personal property of SMSC and (b) shall not be affixed to any other property. Lessee shall not pledge or encumber the Equipment in any manner.

5. Events of Default. Lessee shall be in default of this Lease if Lessee fails to pay any amount when due hereunder, or if Lessee breaches any of the other terms of this Lease, 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, or if Lessee is in default pursuant to the provisions of any other agreement by and between Lessee and SMSC. Lessee will further be deemed to be in default if the Equipment is obtained from SMSC through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Lessee; (C) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

6. Remedies of SMSC. In case of default by Lessee, or if SMSC deems itself insecure, SMSC may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Lessee or liability. Lessee hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for SMSC recovering the Equipment. Lessee agrees to permit such entry and action by SMSC. In such case SMSC may also terminate this Lease without notice to Lessee or prejudice to any remedies or claims which SMSC might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Lessee will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. SMSC shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which SMSC may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Lease. The remedies provided herein in favor of SMSC are not exclusive but shall 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.

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 4 of 11

7. **Condition of the Equipment.** Lessee acknowledges having examined the Equipment upon its delivery to Lessee. The Equipment shall be deemed to be accepted by Lessee upon delivery and subject to the terms and conditions of this Lease. Lessee shall notify SMSC in writing within twenty-four (24) hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Lessee not to be in good mechanical condition, as a result of conditions not the responsibility of Lessee, nor caused by the fault or negligence of Lessee or Lessee's employees or agents, Lessee will so notify SMSC, whereupon SMSC will then, at its option and without any other liability or responsibility by SMSC to Lessee: (a) repair or suitably replace the Equipment within a reasonable time during SMSC's normal working hours, with the commencement or running of the terms of this Lease to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Lease and refund payments of rental charges, if any, for the unexpired term of the Lease, less whatever is due SMSC for damage to or maintenance of Equipment which is the responsibility of Lessee. Lessee agrees to provide full access to the Equipment to SMSC's representatives to enable SMSC to meet its responsibilities hereunder.

8. **Who May Operate the Equipment.** Only Lessee and the following persons with Lessee's permission ("Authorized Operators") may operate the Equipment: Lessee's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by SMSC in writing. Lessee and all Authorized Operators must: have a valid operator's license with respect to the Equipment where required by law. Lessee is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator. Lessee agrees and warrants that (a) SMSC has no control over the manner in which the Equipment is operated during the Rental Period by Lessee or any third party that Lessee implicitly or explicitly permits, (b) prior to each use and its return to SMSC, Lessee shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Lessee's intended use; (c) Lessee has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Lessee requests, Lessee authorizes SMSC to leave the Equipment at the Site Address without requirement of written receipt); (e) Lessee shall immediately stop use and notify SMSC if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Lessee has received from SMSC all information needed or requested regarding the operation of the Equipment; (g) SMSC is not responsible for providing operator or other training unless Lessee specifically requests in writing and SMSC agrees to provide such training (Lessee being responsible to obtain all training that Lessee desires prior to the Equipment's use); (h) SMSC is not responsible for Lessee's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Lessee is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 5 of 11

provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Lessee shall provide SMSC with accurate and complete information, which SMSC relies upon to provide the appropriate Equipment to Lessee.

9. Return of Equipment. SMSC may terminate this Lease at any time, for any reason. The Equipment shall be returned to SMSC (when needed for inspections, repairs and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Lessee will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If SMSC delivered the Equipment to Lessee, Lessee shall notify SMSC that the Equipment is ready to be picked up at the Site Address. Lessee remains liable for any loss, theft, damage to or destruction of the Equipment until SMSC confirms that the Equipment is returned in the condition required herein. No pickups occur on weekends or statutory holidays. If Lessee picked up Equipment, Lessee shall return Equipment to SMSC during normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on Front, Lessee agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

10. No Warranties. SMSC disclaims all representations and warranties, express or implied, with respect to the Equipment, its durability, condition, merchantability, non-infringement, or fitness for any particular purpose. Lessee acknowledges acceptance of the Equipment on an "as is, where is" basis, with "all faults" and without any recourse whatsoever against SMSC. Lessee assumes all risks associated with the Equipment and releases SMSC from all liabilities and damages (including lost profits, personal injury, and special, incidental and consequential damages, even if advised of the possibility of such damages) in any way connected with the Equipment, its installation, operation or use or any defect or failure thereof, a breach of SMSC's obligations herein or errors or inaccuracies in information obtained from Lessee or third parties, upon which SMSC relies; provided however, if Lessee is a consumer under applicable law, then no consequential damages limitation of injuries to persons shall apply.

11. Lessee's Responsibilities. Lessee is responsible to SMSC for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and SMSC's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to SMSC by the Estimated Return Date ("EST RETURN") specified on the Front, or sooner if demanded by SMSC. Lessee must notify SMSC if it desires to change the EST RETURN for all or some of the Equipment. Lessee acknowledges that it must confirm return receipt of the Equipment by SMSC at the expiration or earlier termination of the rental. Until such time as SMSC receives actual possession of the Equipment, Lessee agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Lessee's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of SMSC. The Equipment will be

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 6 of 11

used only in accordance with the manufacturer's instructions within its rated capacity. Lessee will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment. If the Equipment fails to operate properly or becomes in need of repair, Lessee will immediately cease using same and will immediately notify SMSC. Lessee is responsible for providing a secure and safe work environment for all parties, including SMSC and its employees, and for ensuring that the possession, storage, use and operation of the equipment is carried out in compliance with applicable laws, (including but not limited to those relating to worker safety and the environment). Lessee shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Lease; (c) move the Equipment from the Site Address without SMSC's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner ; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Lessee acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

12. Maintenance. Lessee shall perform routine maintenance on the Equipment, including routine inspections, filter changes and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by SMSC or its agents, but SMSC has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Lessee requests a service call. If SMSC determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Lessee shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's Fair Market Value, Lessee will be responsible for the Fair Market Value of the Equipment, including sales tax, as applicable. SMSC has the right to inspect the Equipment wherever located. Lessee has the authority to and hereby grants SMSC and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. SMSC shall be responsible for repairs needed because of Ordinary Wear and Tear. Lessee agrees that repair or replacement of the Equipment is Lessee's exclusive remedy for SMSC's breach of this Section. Notwithstanding SMSC's service commitment, if Lessee breaches this Lease, SMSC shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Lessee until Lessee or its agent agrees to pay for such charges.

13. Insurance.

- a. Liability Insurance for Injury/Damage to Third Parties. Lessee agrees to maintain and carry, at its own expense and at all times during the term of this Lease, the following insurance: (1) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Lessee shall name SMSC as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Lessee of equipment leased to Lessee by SMSC (providing coverage equal or greater than the standard ISO CG

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 7 of 11

20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by SMSC. Lessee further agrees that the amount of insurance available to SMSC shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Lease. In the event any policy provided in compliance with this Lease states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Lessee agrees that nothing in this Lease is intended to restrict or limit the breadth of such insurance; and (2) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Lessee shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Lessee shall name SMSC as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Lessee. All insurance required by this Lease shall include a waiver of rights of recovery against SMSC or its insurers by the Lessee and its insurers, as well as a waiver of subrogation against SMSC or its insurers. The policies required hereunder shall provide that SMSC must receive not less than 30 days' notice prior to any cancellation.

- b. Lessee shall provide SMSC with documented proof of all required insurance coverage.**
- c. For rental of Equipment not licensed for road use, Lessee must elect to name SMSC as loss payee evidencing property insurance coverage.

14. Limitation Of SMSC's Liability. In consideration of the rental Equipment, Customer agrees that SMSC's liability under this Lease, including any liability arising from SMSC, SMSC's entities or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed the total rental charges paid by Customer under this Lease.

15. Force Majeure. SMSC shall not be liable or responsible to the Lessee, not deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease when and to the extent such failure or delay is caused by or results from acts beyond SMSC's control, including, without limitation, the following force majeure events (Force Majeure Event(s))": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Lease; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of SMSC.

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 8 of 11

16. **Risk of Loss.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Lessee, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Lessee and will be paid to SMSC promptly upon Lessee's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and SMSC's related expenses, such as loss of use, appraisal fees or recovery costs. The cost of labor for repairs will be either SMSC's then prevailing hourly rate for labor, or the repairer's hourly rate for labor charged to SMSC for repairs as the case may be. Parts will be charged at SMSC's cost plus a retail markup. Use of the Equipment by persons other than Lessee or Authorized Operators will be at Lessee's sole risk.

17. **Notice of Loss or Accident.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Lessee shall (a) immediately notify SMSC, the police, if necessary, and Lessee's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until SMSC or its agents investigate; (c) immediately submit copies of all police or other third party reports to SMSC; and (d) as applicable, pay SMSC, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the Full Market Value or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. SMSC shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

18. **Assignment.** Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

19. **Ownership of Equipment.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as otherwise expressly set forth in this Lease. Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

On the termination of this Lease, Lessee shall restore the Equipment to its condition prior to any and all modifications and return to Lessor in good repair, ordinary wear and tear resulting from proper use of the Equipment excepted. It shall be the sole responsibility of Lessee to deliver the Equipment back to Lessor, which can include crating and shipping the Equipment back to Lessor, insured for full replacement value, at the Lessee's expense.

20. **Indemnity.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Equipment. Lessee shall further indemnify

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 9 of 11

Lessor, and hold Lessor harmless from all loss and damage to the Equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the Equipment during the Rental Period.

21. Inspection: Conclusive Presumptions. Lessee shall inspect the Equipment within forty-eight (48) hours after receipt thereof. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment. Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the Equipment is in full compliance with the terms of this Lease, in good condition and repair, and that Lessee is satisfied with and has accepted the Equipment in such good condition and repair. Lessor shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

22. Risk of Loss. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect through the term of the Lease. Lessee will indemnify Lessor against, and hold lessor harmless from, all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from or connected with Lessee's possession, use, and return of the Equipment, including claims for personal injury or similar negligence-based claims.

23. Events of Default. Lessee shall be in Default hereunder if the Lessee fails to make the full and punctual payment of any amount due hereby on the date when due, which failure if not cured within five (5) business days after Lessor's written notice with proof of delivery to Lessee. In the event of Default, the Lessor may elect to:

- a. Declare the entire amount of rent hereunder immediately due and payable as to any or all items of the Equipment;
- b. Sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the Equipment;
- c. Take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease as to any or all items of Equipment unless Lessor expressly so notifies Lessee in writing;
- d. Terminate this Lease as to any or all items of Equipment; and/or
- e. Pursue any other remedy at law.

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 10 of 11

24. Recall Notice. Lessor may recall any or all Equipment upon ten (10) days written notice to Lessee and the Lessee may return any or all Equipment upon a like notice to the Lessor.

25. Enforceability. The invalidity or unenforceability of any provision in this Lease shall not cause any other provision to be invalid or unenforceable.

26. Construction and Applicable Law. This Lease shall be construed and enforced according to laws of the State of New Jersey. This Lease constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Lease by electronic mail (“email”), facsimile or by portable document file (“PDF”) shall have the same force and effect as the delivery of an original signed counterpart of this Lease, and shall constitute valid and effective delivery for all purposes.

Sass-Moore Service Corporation
Rental Division

Sass-Moore Service Corporation and Lessee
Equipment Lease: Page 11 of 11

Schedule "A"

LEASE QUOTE