

## TERMS AND CONDITIONS

For good and valuable consideration, you and Berry Companies, Inc., a Kansas corporation (hereinafter, "BCI") agree as follows:

1. As used herein, "P.1" means the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract, "§" means a numbered Section of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) provided to you, as identified on P.1 (including the "Instructions" referenced in § 5); "Site" means the delivery or use address set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1, and "Lessor," "we," "us" and "our" mean BCI.
2. You agree to rent from BCI and BCI agrees to rent to you the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by BCI. Unless otherwise specifically agreed in writing by BCI, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per calendar day, 40 hours per 7-day period, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" referenced in § 5. You agree to pay additional prorated rent and all other applicable charges and costs for late returns and overuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise specifically agreed in writing by BCI, you: (a) are required to pay to BCI: (i) the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) agree that: (i) BCI may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to BCI; and (iv) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.
3. If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to hold harmless BCI. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of BCI's representatives and third-party delivery personnel regarding the same (including status, condition, quality, utility, freedom from defects, and quantities).
4. Except with respect to Item(s) BCI rents from one or more third-party owner(s) (each, a "TPO") and re-rents to you (each, a "Re-Rented Item"), BCI owns and will retain title to all Rented Items at all times. Your only right with respect to the Rented Item(s) (including Re-Rented Items) is to use it/them in full compliance with this Contract during the Term. You shall not permit the taking or existence of any lien, claim or encumbrance on any such Item. You shall not transfer, sublease or assign any Rented Item or this Contract without the prior written consent of BCI (in its sole discretion). BCI may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorney to the assignee, and that such assignee shall not be responsible for, any pre-existing obligations or liabilities of BCI.
5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by BCI), carefully examined and inspected solely by you; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including without limitation, all applicable EPA, OSHA, DOT, FMCSA, ASME, ASSE, IEEE, IBC, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including without limitation, Tier 4, silica dust and ELD requirements); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, permits, authorizations and approvals from, the appropriate governmental authorities; (vi) will ensure the Site is reasonably clean, safe and secure; (vii) will advise all local utilities and cable companies, and clearly mark all underground lines and utilities, before using any Item(s) to dig or disturb the ground surface (Call 811 at least 3 full business days in advance); (viii) will

immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all others comply with this § 5. You agree to notify BCI immediately if any of the above statements should prove incorrect or misleading at any time.

6. WARNINGS: POWERED TOOLS AND EQUIPMENT, INCLUDING VEHICLES, FORKLIFTS, EXCAVATORS, LOADERS AND OTHER ITEMS USED FOR DIGGING, LIFTING, CUTTING, LOADING, TRANSPORTATION, TOWING AND/OR HAULING, CAN BE DANGEROUS AND SHOULD BE SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE, ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each such Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by BCI on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED AND/OR LICENSED ADULTS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times.

7. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to BCI on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; (iii) use any Item(s) to store, move or otherwise operate or deal with or in any flammable, explosive, noxious, caustic, corrosive, radioactive or otherwise hazardous substances or circumstances; or (iv) take possession of or exercise control over any Rented Item without our prior written consent (which may be granted, conditioned or withheld in our sole discretion). If you fail to fully and timely comply with this § 7, then in addition to your other obligations arising under this Contract, you will pay BCI: (a) Rent for each succeeding full rental period until all such Item(s) have been returned or replaced as required; and (b) all costs and expenses BCI may incur in connection with such failure.

8. In the event of a Malfunction (as defined in § 5), you will immediately notify BCI, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission (including any breach of this Contract) by you or anyone you permit to use or otherwise deal with any Rented Item(s), BCI will, at its sole option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) return the unused portion of the Rent for the Malfunctioning Item and cancel this Contract. The foregoing remedies are EXCLUSIVE. BCI will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. You agree to maintain all insurance we may require (acknowledging that BCI may not carry insurance on the Rented Item(s)), including without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; (c) for all automobiles and trailers included with/in the Rented Item(s), hired auto physical damage insurance for its/their actual cash value and hired auto liability insurance with minimum limits of \$1,000,000; and (e) to the extent required by law, workers' compensation or employer's liability insurance. You will ensure that such policies: (i) name BCI as an additional insured and loss payee; (ii) are primary and non-contributory; (iii) include severability of interests clauses; (iv) include such other provisions as BCI, in its sole discretion, may require; and (v) cannot be cancelled during the Term. You irrevocably appoint as your agent and attorney-in-fact to submit claims and receive payments thereon.

10. BCI IS NOT THE MANUFACTURER OR DESIGNER of any Rented Item(s), all of which are provided "AS-IS". NEITHER BCI NOR ANY TPO MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, as well as any warranty(ies) arising from course of dealing, course of performance and/or usage of trade) regarding any Item(s) or Service(s) provided by or at the direction of BCI OR ANY TPO, nor does BCI OR ANY TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which warranties you hereby waive. NO DESCRIPTIONS, DEPICTIONS, SPECIFICATIONS, MODELS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY BCI OR ANY TPO.

11. INDEMNITY/HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) AND/OR SERVICE(S), HOWEVER ARISING (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE BCI AND EACH TPO FROM, and except only to the extent prohibited by applicable law (e.g., any sovereign or governmental immunity act or statute), AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BCI, EACH TPO, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH SUCH RISKS AND/OR ANY BREACH BY YOU, YOUR AGENTS, EMPLOYEES AND/OR CONTRACTORS OF THIS CONTRACT; and (C) WAIVE all rights and remedies under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against BCI and each TPO.

12. If and only if, we have offered, and you have elected to purchase our OPTIONAL RENTAL PROTECTION PLAN ("RPP") and paid the RPP fee set forth on Page 1, then with respect solely to Item(s) covered by RPP ("Covered Items"), your liability to BCI for physical damage to such Covered Items will be limited to the extent set forth in our "Rental Protection Plan Guide," a copy of which you (a) acknowledge you have received and carefully reviewed; and (b) agree to honor and be bound by. RPP IS NOT INSURANCE, NOR IS IT A WARRANTY.

13. Your duties hereunder are unconditional. If you: (a) fail to fully and timely pay or perform any of your obligations arising under, or otherwise fail to fully and timely comply with any provision of, this Contract; (b) provide any incorrect or misleading information to BCI; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed, you will be in default under this Contract, whereupon, BCI may with or without notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental of the Rented Item(s); (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression (for which you agree to indemnify, defend and hold harmless BCI); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s); (vi) recover from you our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the remainder of the Term, interest and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

14. To the maximum extent permitted under applicable law, you hereby ratify, acknowledge, confirm, and grant to BCI: (a) a lien on all real and personal property improved with and/or attached to any Rented Item(s), or on which any Rented Item(s) may be located or used; and (b) a claim on any payment bond provided in connection therewith. We may, without notice or liability to you, remotely monitor (which may include the use of GPS, telematics and other electronic surveillance) and/or inspect any Rented Item(s) at any time, and all information and data thereby obtained will be the sole and exclusive property of BCI. If any performance required of BCI is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize BCI to charge all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay BCI the maximum lawful charge for any check you write which is returned unpaid. No legal action shall be maintained by you against BCI unless: (a) written notice of your claim is delivered to BCI within 30 days after the event complained of first becomes known to you; and (b) such action is commenced in a court of competent jurisdiction within one year after your cause of action accrues. In any event, BCI's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. You agree to pay all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. In the event any legal action is commenced in connection with this Contract, if BCI is the prevailing party, BCI will be entitled to recover its costs and expenses associated therewith (including without limitation, reasonable attorneys' fees and expenses) from you. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available hereunder or in connection herewith will constitute an election of remedies or a waiver of any right or remedy we may have, all of which shall be cumulative.

15. You acknowledge that the Rented Item(s) is/are held by BCI primarily for sale. At any time during the Term, BCI may substitute for the Rented Item(s) any other item(s) that perform(s) substantially the same function as the Rented Item(s), where after (subject to subsequent similar substitutions), the item(s) so provided will be deemed the "Rented Item(s)" referenced in this Contract for the balance of the Term. You agree to fully and timely cooperate with all substitution notices received from BCI (by among other things, providing revised insurance certificates and such other documents as may be requested by BCI).

16. Any Item(s) sold to you ("Sale Items"), as provided on P.1 are provided "AS-IS" and "WITH ALL FAULTS," and are subject to the terms of this Contract (modified as necessary to address sales). All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)."

17. This Contract, our RPP Guide and any other document(s) provided by BCI (each of which is incorporated herein), represent the entire agreement between you and BCI, superseding all other oral and written agreements and representations, including BCI's website and advertising. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. This Contract cannot otherwise be amended or extended except in a writing signed by BCI. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s), if any (each of whom shall be deemed an intended third-party beneficiary of your agreements hereunder, as applicable). This Contract will be deemed to apply not only to all Item(s) identified on P.1, but also to all other items you obtain from BCI at any time (except only as otherwise agreed by BCI). You agree that this Contract: (a) is fair and reasonable under the circumstances; and (b) shall be interpreted under the laws of the State (with proper venue for any and all associated civil lawsuits and legal proceedings lying solely and exclusively in the federal, state, county and local courts located in or nearest to) the BCI location from which you obtained the Item(s) (unless waived by BCI). You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract shall be deemed originals.

18. **WARNING:** Obtaining or exerting unauthorized control over property or services of another, with intent to deprive the owner of the use thereof without the owner's consent may be deemed theft, subjecting the violator to **CRIMINAL PROSECUTION** in addition to **CIVIL PENALTIES**.

I have rented from Berry Companies, Inc., a Kansas Corporation (hereinafter referred to as "BCI," "Lessor," "we," "us" and/or "our"), one or more item(s) ("Rented Item(s)"), the use of which may generate and/or result in exposure to respirable crystalline silica ("Silica Dust") and/or asbestos, under the terms of the Rental Contract I have executed with BCI (the "Rental Contract") identified below.

I am aware that: (a) Asbestos and Silica Dust are considered "toxic substances" or "harmful physical agents" ("Hazmat") meaning that exposure to it/them (whether by direct use or by indirect exposure such as through exposure to such dust that has settled on equipment) may result in illnesses such as kidney disease, chronic obstructive pulmonary disease ("COPD"), mesothelioma/lung cancer, asbestosis, silicosis and/or other respiratory and related illnesses; and that (b) Occupational Safety & Health Administration ("OSHA") guidelines (including 29 U.S.C. §§ 1910.1053, 1926.1153, and 1928, et. seq., and their respective successor provision(s)), require employers to, among other things:

- (i) Ensure that no employee is exposed to levels of Silica Dust exceeding 50 micrograms per cubic meter of air, averaged over an 8-hour shift (the "Permissible Exposure Limit" or "PEL");
- (ii) Use engineering controls, such as water or ventilation to limit worker exposure to the PEL;
- (iii) Limit access to high exposure areas;
- (iv) Provide respirators when engineering controls cannot adequately limit exposure;
- (v) Develop a written exposure control plan;
- (vi) Offer medical exams to highly exposed workers; and

(vii) Train workers on associated risks and how to limit exposure

Approved reduction methods (depending on the nature of the activity) include: (a) Dust suppression (wet methods, surfactants, etc.); (b) Vacuum dust collection; (c) Personal protective equipment (e.g., Respirators [APF 10 or 25, as applicable based on exposure]); (d) Ventilated booths; (e) Operator isolation; and (f) others (e.g., speed controls, use restrictions, timing limitations and protective clothing). **WE STRONGLY RECOMMEND THE USE OF PERSONAL PROTECTIVE EQUIPMENT (“PPE”), INCLUDING RESPIRATORS, WHEN WORKING WITH THE RENTED ITEM(S)** (Note: OSHA requires use of respirators in many cases when items such as handheld power saws, walk-behind saws, drills, chippers, jackhammers and grinders are used. Refer to the applicable OSHA publication(s) cited below for additional information).

The standards also require DECONTAMINATION of all Rented Item(s) that has/have been exposed to Hazmat.

Accordingly, I the undersigned, hereby acknowledge and agree as follows with respect to the subject Rented Item(s) (and with respect to any and all of my future rentals of the same or similar item(s) from BCI, I will ensure the following):

(1) that the recommended or required PPE has been made available to me by BCI on reasonable terms;

(2) that I have elected to Accept or Decline such PPE with full knowledge of the potential hazards associated with using the Rented Item(s), as well as the hazards associated with failing to use PPE;

(3) that I have personally selected, examined, inspected, tested and approved each Rented Item;

(4) that I have: (a) received, carefully reviewed, and fully understand all applicable safety guidelines, instructions, warnings and requirements, including without limitation all applicable OSHA regulations (including OSHA § 1910.1001 and 1053, and § 1926.1101, 1153 and 1928), the applicable OSHA Fact Sheet(s) available at: <https://www.osha.gov/Publications/OSHA3681.pdf> (Construction) and <https://www.osha.gov/Publications/OSHA3682.pdf> (General Industry and Maritime), OSHA’s Silica Dust webpage at: <https://www.osha.gov/silica/index.html>, OSHA’s Asbestos webpage at: <https://www.osha.gov/SLTC/asbestos/standards.html>, and all associated training and familiarization with respect to the Rented Item(s) (collectively, “Instructions and Warnings”); and (b) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions I had regarding the same; and

(5) that each Rented Item is timely returned to BCI clean and entirely free of contaminants, including without limitation, asbestos and silica dust (failing which, I will be responsible for all cleaning and/or decontamination fees, in addition to my other obligations to BCI).

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN:

(A) INJURY, ILLNESS AND/OR DEATH; AND/OR (B) SUBSTANTIAL FINES AND/OR OTHER PENALTIES.

I, the undersigned, acknowledge and agree that I: (a) understand the above referenced requirements, Instructions and Warnings; (b) will fully and timely comply with each of the same; and (c) understand and knowingly and voluntarily: (i) assume all associated risks and liabilities; and (ii) agree to indemnify, defend and hold harmless the “Indemnitees” identified below with respect thereto. ACCORDINGLY, IN ADDITION TO MY OBLIGATIONS UNDER EACH RENTAL CONTRACT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I, FOR MYSELF AND FOR THE “CUSTOMER,” “RENTER” OR “LESSEE” IDENTIFIED IN THE RENTAL CONTRACT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BERRY COMPANIES, INC., ITS PARENTS, AFFILIATES, SUPPLIERS AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MEMBERS, MANABCIS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “INDEMNITEES”), FOR, FROM AND AGAINST ANY AND ALL ILLNESSES, PERSONAL AND BODILY INJURIES (INCLUDING DEATH), CONTAMINATION, PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING FROM AND/OR ASSOCIATED WITH THE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, THE USE, TRANSPORTATION, MOVEMENT, STORAGE, MAINTENANCE AND/OR REPAIR OF SUCH RENTED ITEM(S), GENERATION OF AND EXPOSURE TO ASBESTOS AND/OR SILICA DUST, AND/OR ANY REFUSAL AND/OR

FAILURE TO PROPERLY USE, PPE IN CONNECTION THEREWITH, WHETHER BY MYSELF OR BY ANY OTHER PARTY(IES).

This Addendum, supplements each Rental Contract entered into between BCI and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective parents, affiliates and/or subsidiaries) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of the Indemnitees (or any of them) under such Rental Contract(s), at law or in equity. This Addendum cannot be modified or rescinded unless authorized in writing by BCI. The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be deemed an original for all purposes.

DEBIT AND CREDIT CARDS: By signing below, you: (a) agree that all charges due and coming due hereunder are subject to FINAL AUDIT by Berry Companies, Inc. ("BCI" or "Lessor"); and (b) authorize BCI to charge all amounts due and coming due under this Rental Contract (up to 150% of the new replacement value of the Item(s) Rented as identified above (hereinafter, "Rented Item(s)") to any and all debit or credit card(s) you provide.

TRAILERS: By signing below, you represent, warrant, acknowledge and agree that, with respect to all trailers included with/in the Rented Item(s), you shall: (a) carefully inspect all coupling mechanisms, chains, tongue jacks, doors, latches, tires, brakes, lights, signals, pins and tie-downs before each use; (b) secure, protect and regularly inspect all contents of, and refrain from overloading, such trailers; (c) exclude all illegal and/or hazardous substance(s); (d) comply with all laws, rules and regulations (including DOT and FMCSA requirements), and connect all lights and turn signals; (e) avoid confiscation, seizure, impounding and/or "booting"; (f) timely pay all tolls, taxes, fees, fines, and other charges; (g) maintain them in roadworthy condition; and (h) and do hereby waive all claims against Lessor for damage to motor vehicle(s) (including bumpers, hitches and mirrors), as well as all associated direct and indirect damages (see Page 2 hereof).

DROPOFFS: By signing below, you acknowledge that you: (a) have requested that Berry Companies, Inc. ("BCI" or "Lessor") deliver and/or retrieve the Rented Items at/to the location specified above (the "Site") in your absence; (b) have received all familiarization, training, instructions and warnings applicable to such Rented Item(s); (c) voluntarily assume all liability for such Items (including without limitation, all loss and/or damage thereto) from and after such delivery; and (d) agree to accept the statements of BCI's representatives regarding the status, condition, and quantity(ies) of such Rented Items and the Site as of the date and time of such delivery and retrieval (and waive and relinquish any and all claims to the contrary).

#### FORESTRY ADDENDUM TO RENTAL / SALES AGREEMENT AND LIABILITY RELEASE

The following additional terms and conditions shall apply when a Customer ("Customer") rents or purchases the following attachments: Forestry Cutter, Rotary Mower, Tree Saw, Tree Shear, or Stump Grinder (the "Attachments") from any Berry Companies, Inc., subsidiary, or division (collectively and individually as the "Company").

1. Customer acknowledges that the Company has furnished an Operation and Maintenance Manual for the Attachments described in the Rental / Sales Agreement.
2. Customer hereby warrants and represents that Customer read the Operation and Maintenance Manual pertaining to the Attachments and the Customer is familiar with all Warnings contained therein.
3. Customer acknowledges that the Company furnished a safety DVD, if available, or provided a link to a safety video and Customer has reviewed the applicable safety video.
4. Customer further acknowledges that a Company representative has shown Customer the instructional signs and decals on the Bobcat Power Unit (the "Bobcat") and the Attachments.
5. Customer acknowledges that a Company representative instructed Customer in the proper operation and cleaning of the Bobcat and the Attachments. Customer agrees to clean the Bobcat and the Attachments as set forth in the Operation and Maintenance Manual as necessary to avoid the possibility of fire or other damages related the overheating equipment. CUSTOMER ACKNOWLEDGES THAT A COMPANY REPRESENTATIVE HAS THOROUGHLY

EXPLAINED THE NEED FOR PROPER CLEANING, AS WELL AS THE RISK OF FIRE IN THE EVENT THE BOBCAT OR ATTACHMENTS ARE NOT PROPERLY CLEANED.

6. Customer further agrees that the Company shall not be liable for any losses, claims, actions, expenses, injuries, or damages as a result of Customer's failure to follow any warnings or instructions as set forth in the Operation and Maintenance Manual or training and instruction materials.

7. Customer acknowledges that has reviewed the Rental Condition Report and that the Rental Condition Report is complete and accurate in all respects.

8. Customer acknowledges that a representative of the Company thoroughly explained the engine warning and monitoring system on the Bobcat and the Attachments to Customer. Customer agrees to comply with all applicable warnings and codes related to the warning and monitoring system.

9. CUSTOMER FURTHER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, COSTS, EXPENSES, PERSONAL INJURIES, PROPERTY DAMAGE, INCLUDING ANY DAMAGES RELATED TO DELAY, ARISING FROM THE OPERATION, POSSESSION, OR USE OF THE BOBCAT OR THE ATTACHMENTS, EXCEPT IN CASES OF THE COMPANY'S SOLE NEGLIGENCE.

10. CUSTOMER HEREBY RELEASES ANY CLAIMS NOW EXISTING OR HEREAFTER ARISING AGAINST THE COMPANY AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES, FOR ANY FIRE ARISING FROM OR CAUSED BY THE FAILURE OF CUSTOMER TO PROPERLY MAINTAIN AND CLEAN THE BOBCAT AND THE ATTACHMENTS, AND CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD COMPANY AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS OF CUSTOMER AND/OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, CLAIMS BASED UPON STRICT LIABILITY AND TORT OR CONSEQUENTIAL DAMAGES), LOSSES, DAMAGES, OR JUDGMENTS, AND ANY AND ALL COSTS OR EXPENSES IN CONNECTION THEREWITH, INCLUDING ATTORNEY'S FEES.

11. The laws of the State that this transaction is conducted in shall prevail.

INITIAL: X: \_\_\_\_\_

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND THOROUGHLY INSPECTED EACH OF THE RENTED ITEM(S), ALL OF WHICH ARE COMPLETE AND IN GOOD ORDER, CONDITION AND REPAIR, PROPERLY FUNCTIONING, AND OTHERWISE IN ALL WAYS ACCEPTABLE TO YOU.

This is a legally binding Contract. Important Terms and Conditions appear on this Page 1 and on the Reverse Side or Page 2 hereof. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE UNLESS SEPARATELY APPROVED IN WRITING BY BCI.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the front and reverse side (or Page 2) of this Contract, that you have received a complete and legible copy of this Contract.

Our Rental Protection Plan ("RPP") is OPTIONAL and MAY BE DECLINED (see Section 12 on Page 2 of this contract), if you provide to BCI proof of the property damage / inland marine insurance referenced in Section 9 of your Rental Contract. If you fail to pay the RPP Fee you will be responsible for all damage to the Rented Items(s), at the full (New) replacement value thereof. SIGNATURE OF / FOR CUSTOMER / LESSEE / GUARANTOR:

X: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_