

FieldForce Equipment Sales & Rentals, LLC

TERMS AND CONDITIONS

1. General. As used herein, "Lessor" means Keystone Clearwater Solutions, LLC, or its applicable division or affiliate which is offering, leasing, or supplying any equipment, machine, part, accessory, item and/or service (the "Equipment") to Lessee. "Lessee" means the entity to which Lessor's offer is made, or the entity purchasing, renting, or leasing Equipment from Lessor. This Terms and Conditions document is hereinafter referred to as "these Terms". **Lessor's sale, lease, or rental of any Equipment is expressly conditioned on Lessee's assent to these Terms. Any acceptance of Lessor's offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Lessee which add to, vary from, or conflict with these Terms are hereby expressly objected to.** In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Lessee and Lessor, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms will be supplemental to those of such agreement.

2. Usage. A "Rental Day" is the first to elapse of a calendar day or eight hours of Equipment use. Any period of Equipment use less than eight hours or any period of time less than 24 hours during which the Equipment is held by Lessee shall constitute a full Rental Day. A "Rental Week" is the first to elapse of three calendar days or 40 hours of equipment use. A "Rental Month" means the first to elapse of three rental weeks of 176 hours of equipment use. Overtime usage is determined by service meter hour readings. The rental agreement shall extend beyond the term, at the same rate, if the Lessee holds the Equipment over the specified term of the lease.

3. Safety. Lessee acknowledges that it is familiar with the operation of the Equipment and that all necessary and proper safety equipment, including the operator's manual, is in place and it agrees not to permit any such safety equipment to be removed or tampered with. Lessee also acknowledges that it is aware of the limitations of the Equipment and agrees not to exceed them. Lessee agrees that it is responsible for ensuring that all operators read all warnings and operating instructions. Lessee agrees not to allow use by any operator not properly trained in the use or operation of the Equipment or who fails to use equipment in accordance with all safety procedures. Lessee agrees and acknowledges that failure to comply could result in injury or death to the operator, bystanders, and others. Lessee agrees that it shall comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the Equipment. Lessee is solely responsible to advise any persons operating the Equipment or in the vicinity of the Equipment of all safety operating procedures and safety precautions.

4. Maintenance and Equipment Condition. The Equipment furnished by Lessor are understood to be in good working order at the time of shipment and upon receipt. If the Lessee finds the Equipment to be otherwise, Lessor shall be notified within 24 hours after arrival or delivery and Lessor has the right to put the same in good working order at its expense, but will not be responsible for any expenses contracted without their written consent. Failure to send notification will be construed to be acceptance by the Lessee of the Equipment in all respects and shall necessitate maintenance of the Equipment in good condition by the Lessee throughout the term of the rental agreement. LESSOR MAKES NO WARRANTIES AS TO THE CONDITION OF THE EQUIPMENT, OR AS TO VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE EQUIPMENT. Lessee is responsible for all maintenance of this equipment and will pay for all fuel, oil and filters used during the term of this agreement and will MAINTAIN PROPER OIL, COOLANT AND OTHER FLUID LEVELS AT ALL TIMES. Recommended service intervals for the Equipment are set forth in the operator's manual. Any damage to the Equipment arising from any source whatsoever will be charged to Lessee. Any repairs which become necessary to the Equipment shall be performed by Lessor unless permission has been given in writing to Lessee to perform such repairs. The terms and conditions as set forth herein continue during the period of repair. If Lessee returns the Equipment with less than a full tank of fuel, it will be refueled and charged to Lessee. If the Equipment is returned dirty, then Lessee shall be charged a cleaning fee. Lessee shall not expose the Equipment to any hazardous material or waste. In the event the Equipment is exposed to any hazardous material or waste, Lessee shall immediately, at its sole cost and expense, (1) notify Lessor, (2) remove the Equipment from such exposure, and (3) completely clean and decontaminate the Equipment. If the Equipment cannot be completely cleaned, decontaminated and otherwise discharged from all adverse effects of such exposure, Lessee shall pay Lessor the full replacement value of the Equipment, together with interest thereon from that date until the amount is paid in full. Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the Equipment to hazardous material or waste. This indemnification shall survive and continue after the term of this rental agreement. Lessee agrees and guarantees to return the Equipment in as good condition as when received, or to pay the all expenses of putting the Equipment in such condition, less ordinary wear incident to normal use in the hands of a competent operator, which includes physical cleanliness. This guarantee is absolute and may not be excused by theft, acts of God, or for any other reason whatsoever. If at any time, Lessor in its sole discretion determines its rights to the Equipment are endangered or that the Equipment is in any manner improperly cared for or abused, or if there shall be any default by Lessee in the terms and conditions of this rental agreement, Lessor may without notice REPOSSESS the Equipment and cancel the rental and Lessee expressly agrees that Lessor may REPOSSESS the Equipment. Lessee hereby waives any rights of action against Lessor by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession if any. The Equipment is to be used at the location shown on the face of this agreement and is not to be removed from that location except with the prior written consent of Lessor. Upon request by Lessor, Lessee shall provide to Lessor the following information: (a) a copy of the contract governing all projects on which the Equipment is used, (b) a copy of a payment bond, if any, issued pursuant to the contract and the name and location of all projects where the Equipment has been used throughout the term of this agreement, and (c) copies of insurance policies, showing coverage as required in the Insurance section, below. Lessee agrees to promptly provide to Lessor upon request, any and all other information whatsoever, as Lessor shall in its sole judgment deem appropriate. Failure to provide such information shall be deemed a default under the terms of the rental agreement. The Equipment is to be used solely by the Lessee or Lessee's agents and Lessee agrees to use commercially reasonable efforts to prevent unauthorized use.

5. Prices, Taxes. Unless specified otherwise by Lessor in its written quotation, all prices are stated in U.S. dollars, and all invoices issued by Lessor and payments made by Lessee shall be in U.S. dollars. The price does not include any tax or any other governmental charges, unless the price indicated by Lessor specifically lists such tax or governmental charge as a line item. Lessee is responsible for any and all applicable taxes and governmental charges (except any taxes on Lessor's income). Lessor will accept a valid exemption certificate from Lessee, if applicable.

6. Security Deposit. Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of the rental agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of the rental agreement.

7. Purchase. Lessee has no option to purchase the Equipment unless a separate option to purchase agreement between Lessor and Lessee has been executed. Lessor shall at all times retain ownership and title of the Equipment. Lessee shall give Lessor immediate notice in the event that any of the Equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.

8. Insurance. Lessee shall provide and maintain Commercial General Liability insurance and any other insurance necessary to protect Lessor and its affiliates continuously during the term of this Agreement from any and all claims for bodily injury, death, or property damage (including the loss of use thereof) made or arising out of the operation, handling or transportation of the Equipment rented under the Rental Agreement with limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and general aggregate. The latter is to be provided on a per location or per job site basis. Such insurance shall be endorsed, without limitation, condition, or exclusion, to include Lessor as an additional insured. Lessee shall provide All Risk Physical Damage insurance on all Equipment, written to the full replacement value and shall insure against, but not be limited to, the perils of fire, theft, vandalism, malicious mischief, overload, collapse, water damage and such other perils as may be required by Lessor in its sole judgment. Lessor shall be shown as loss payee. Lessee shall provide and maintain Workers Compensation's insurance written to comply with all state laws in which the Equipment shall be used or operated by Lessee. If Lessee chooses to pay for the Limited Damage and Theft Waiver ("LDW"), Lessor agrees to waive its right to recover from the Lessee the amount of physical loss or damage (excluding supply items) to the rented equipment which exceeds the standard monthly rental rate. Lessor's rights are not waived if the loss or damage occurred under any of the following circumstances: Use or operation was without the Lessor's permission or in violation of this Agreement; loss or damage to the Equipment was caused by war, nuclear reaction, nuclear radiation or radioactive contamination; loss or damage was caused by normal wear and tear; loss or damage was caused by abuse, neglect or carelessness; loss or damage was caused by overturn, tipping, use of the Equipment beyond its rated capacity (overload); loss or damage to tires, tubes and/or tools that was caused by normal work application; vandalism or malicious mischief, unless such loss or damage coincides with other waived loss or damage; loss or damage was caused by dishonesty or the intentional act of the Lessee or Lessee's employees; wrongful conversion by any person to whom the property is entrusted by the Lessee; mysterious disappearance; disappearance, theft, or conversion of the equipment NOT documented by the Lessee's prompt filing with applicable public authorities of a formal theft or conversion report; or failure to perform or pay for all normal periodic and basic service, adjustments and lubrication. The Limited Damage and Theft Waiver is not available for crane rentals. The charge for the LDW is 15% of the total rental rate and will be included as a miscellaneous charge on each invoice. PAYMENT OF THE LIMITED DAMAGE & THEFT WAIVER DOES NOT RELIEVE LESSEE OF THE REQUIREMENT FOR ANY INSURANCE COVERAGES OTHER THAN PHYSICAL DAMAGE TO THE EQUIPMENT. All required insurance coverage and contract terms shall be evidenced on a certificate of insurance and shall provide that in the event the liability and/or physical loss policies are canceled prior to the expiration date shown on the certificate, the issuing insurance companies shall be required to provide Lessor with thirty (30) days written notice of such cancellation prior to the effective date of cancellation. The cost of any insurance policies, endorsements and deductibles shall be the obligation of Lessee.

9. Additional Insurance Requirements for On-Highway Equipment. Lessee agrees to provide and maintain full automobile liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00), and Lessor shall be shown as additional insured.

10. Charges. The rental period shall begin at the time when the Equipment is loaded at the shipping point and shall end when the Equipment is returned to Lessor. Lessee shall pay all transportation charges to the place of work and return to Lessor's yard, or to such place as Lessor shall designate. All amounts charged will be due on date of receipt of invoice or later date as specified on invoice and a FINANCE CHARGE at the greater of 18% APR or the maximum amount permitted by law will be imposed if all amounts due are not paid on date the amount comes due. In the event of Lessee's default in making payments as billed, the balance of rent for the entire term herein described shall immediately become due and payable. Payment terms are subject to credit approval. If, in the sole judgment of Lessor, the financial condition of Lessee does not justify the terms of payment specified, Lessor may require payment in advance or cancel any outstanding order, in which event Lessor is entitled to reasonable cancellation charges. Lessee shall be responsible for Lessor's reasonable attorneys' fees/collection costs relating to overdue amounts. In the event of default in payment of any installment mentioned herein, Lessor may enter the premises, repossess said Equipment, and lock or remove the Equipment. Lessee hereby waives any rights of action against Lessor by reason of such taking or entry and agrees to reimburse Lessor's cost of repossession if any. Lessee agrees and expressly appoints and designates Lessor as Lessee's attorney-in-fact for that purpose. Any holdover beyond the term of this rental agreement as set forth above shall extend the term of the rental on the same terms and conditions as set forth herein, except that during any holdover period Lessor may repossess the Equipment and terminate the rent, without default, upon 24 hour notice. On termination of this rental and during any holdover period, the rent for the entire rental period shall be computed on the basis provided above and adjusted with Lessee accordingly. Lessor shall have any and all remedies provided in this rental agreement, as well as those available at law or equity, including, but not limited to, the right to sue for damages, collection of unpaid rent, repossession and consequential damages for Lessee's breach of this rental agreement. All remedies given Lessor, hereunder are cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy. In the event any sales, use or other personal property tax or assessment is hereafter levied by any public authority upon the transaction herein specified, or on the property which is the subject of this transaction or any part thereof, then Lessee agrees to pay any such taxes or assessments upon demand.

11. Lessee's Cancellation of Orders. Lessee shall have no right to cancel an Equipment order (or a part of the order) unless Lessor, at its sole discretion, agrees in writing that the specific order (or the part of the order) may be cancelled and Lessee pays cancellation charges. The cancellation charges may include, among other things, all costs and expenses incurred, including, but not limited to Lessor's inability to lease the Equipment. In no event will the cancellation fee exceed the rental amounts for that particular Equipment.

12. Default: Remedies. In addition to all the remedies set forth herein, if (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of this rental agreement, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount of rent hereunder immediately due and payable as to any or all items of the Equipment, without notice or demand to Lessee; (b) to 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) to take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located, and Lessee hereby waives any and all damages occasioned by such taking of possession; (d) to terminate this rental agreement as to any or all items of equipment; or (e) to pursue any other remedy at law or in equity. Notwithstanding any said repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this rental agreement. All such remedies are cumulative and may be exercised concurrently or separately.

13. Indemnification. Lessee agrees to indemnify and hold Lessor and its affiliates harmless from any and all claims whatsoever relating to or arising from transportation, use, maintenance or possession of the Equipment, for injury to persons or damage to property, and from any and all expense incurred in the defense of any such claims. In no event shall Lessor be held responsible for injury, delays or damages, consequential or otherwise, resulting by reason of delays on the part of Lessor or railroads or trucking companies in making delivery, or loss or damage to Equipment in transit or from strikes or other contingencies beyond its control or from any cause whatsoever. In case of an accident, Lessee must notify Lessor immediately. Lessor retains the right to conduct a complete investigation on site in the event of an accident. Lessee further agrees to leave the accident scene undisturbed unless life threatening or other injurious concerns prevent Lessee from doing so.

14. Force Majeure. Lessor shall not be liable for loss, damage or delay from causes beyond its reasonable control, including, but not limited to, flood, earthquakes, or other acts of God, civil disturbances, accidents, pandemic, labor disputes, court orders, acts of war, terrorist activity, fire, strike or other concerted action of workmen, act or omission of any governmental authority, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any of these causes, the date of delivery will be postponed by the length of time reasonably necessary to compensate for the delay.

15. Disclaimer of Warranties. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

16. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF LESSOR ARISING OUT OF, RELATED TO, OR RESULTING FROM THE ORDER OR CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR THE LEASE, DESIGN, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICE, OPERATION OR USE OF ANY EQUIPMENT SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY LESSEE TO LESSOR FOR THE SPECIFIC EQUIPMENT GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section 16, the term "Lessor" means Lessor, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

17. No Consequential Damages, Etc. NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE EQUIPMENT OR SERVICES, DOWNTIME COSTS, AND DELAY COST) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section 17, the term "Lessor" means Lessor, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

18. Miscellaneous.

19.1. Typographical and/or clerical errors in Lessor's quotations are subject to Lessor's correction.

19.2. Lessee's issuance of an order or Lessee's receipt of the Equipment from Lessor shall (without prejudice to any other manner in which acceptance of these Terms may be evidenced) constitute full acceptance of these Terms.

19.3. THESE TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS. This rental agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Lessor and an authorized representative of Lessee containing terms and conditions substantially similar to the terms and conditions of these Terms. Any order issued by Lessee to Lessor is for Lessee's internal purposes and no term or condition stated in such document shall modify these Terms. Lessor's execution of any document issued by Lessee shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms.

19.4. Neither party shall assign or transfer this agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Lessor may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates.

19.5. The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

19.6. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision.

19.7. All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

19.8. The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any

legal suit, action, proceeding, or dispute arising out of or related to this Agreement may be instituted in the federal courts of the United States of American or the courts of the Commonwealth of Pennsylvania, in each case located in the City of Pittsburgh and County of Allegheny, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

19.9. The parties are independent contractors under this Agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

19.10. All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.