

EQUIPMENT LEASE/RENTAL AGREEMENT

This Equipment Lease (this "Lease") is made effective as of _____,
between East Coast Diesel LLC (the "Lessor"), 87 King Rd Chichester NH 03258, and
(name) _____ the
("Lessee"),(address) _____, and states the agreement of
the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Lessor shall lease the equipment listed on the attached Exhibit "A".

PAYMENT TERMS. Payment is due upon day of rental, paid in full. Payment may be cash, check or credit card.

SERVICE CHARGE. Usage of equipment exceeding 8 engine hours per calendar day will result in an additional day rental charge. Equipment shall be returned with fuel tank filled, not doing so will result in lessee being billed for cost to fill tank. Equipment shall be returned free of excess debris, a fee of \$50 will be charged to lessee to clean equipment.

LEASE TERM. This Lease shall begin on the above effective date and shall terminate on _____, unless otherwise terminated in a manner consistent with the terms of this Lease.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

ALTERATIONS. Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

MAINTENANCE AND REPAIR. The Lessor shall maintain, at the Lessor's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

LESSOR'S RIGHT OF INSPECTION. The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense unless otherwise noted.

ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies

between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

OWNERSHIP AND STATUS OF EQUIPMENT. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. Lessee shall maintain liability insurance of at least \$1,000,000.

CASUALTY INSURANCE. The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease when due.
- B. The violation of any other provision or requirement that is not corrected within 10 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

RIGHTS ON DEFAULT. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any

deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

NOTICE. All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Lease or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New Hampshire.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION. Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

SIGNATORIES. This Lease shall be signed on behalf of East Coast Diesel LLC by Joseph

Hogan, Owner, and on behalf of (name) _____, and shall be effective as of the date first above written.

LESSOR:

By: Joseph M Hogan Date: _____
Joseph Hogan
Owner

LESSEE:

By: _____ Date: _____

Lessee

EXHIBIT A

Equipment Schedule

Equipment Description:

JLG 20MVL mast lift S/N 0130030460

2023 Develon DX50-7 excavator S/N DHKCEADWTN0001210

2023 Develon DX35-7 excavator S/N DHKCEADYVP0001641

2022 Toro Dingo TX1000 mini skid S/N 411638512

2021 Countyline 40 ton wood splitter

2024 Lamar 5x10 7k gvw dump trailer VIN 5RVDS1028RP122165

2023 Bobcat S650 skid steer S/N B5FE11737

2023 Wacker Neuson ST45 skid steer S/N WNMS0606AM0000579

2023 Wacker Neuson SM100 mini skid S/N WNMU0101TM0001318

1998 Equipment trailer 15850 gvw VIN 1KX331836W1001861

Full size skid steer pallet forks

Cat 7' harley rake

DX50-7 hyd tilt bucket

DX50-7 ripper tooth

DX35-7 grade bucket

Mini skid grapple bucket

Mini skid auger with bit 6",9",12"

Mini skid pallet forks