

EQUIPMENT LEASE

THIS EQUIPMENT LEASE is made as of the ____ day of _____, 2014, between **GRAND RAPIDS CRANE COMPANY, LLC**, a Michigan limited liability company, of 3759 Broadmoor Avenue, SE, Grand Rapids, Michigan 49512 (“**Lessor**”), and _____, a _____, _____ (“**Lessee**”).

In consideration of the rents to be paid and the mutual promises of the parties, they agree:

1. Equipment. Lessor leases to Lessee, and Lessee leases from Lessor, the personal property described as _____ (“**Leased Equipment**”).
2. Term. The term of rental for the Leased Equipment is _____ days.
3. Rent; Fees; Taxes. Lessee agrees to pay rent to Lessor equal to \$_____ per day for the Leased Equipment. Additionally, should the grounds or job site be unfit and the operator of the Leased Equipment is instructed to proceed by Lessee or its agent, Lessee assumes full liability for payment of any expenses incurred in delivering and removing the Leased Equipment from the grounds or job site. Lessee shall pay all overtime charges for the operator of the Leased Equipment in accordance with the current union contracts. Payments shall be due at 3759 Broadmoor Avenue, Grand Rapids, Michigan 49512 within 30 days of the date marked upon the Lessor’s invoice unless other terms are specified in writing upon the issued invoice. If any sums are not paid when due, Lessee agrees to pay a late fee of \$25 or interest of 18% per year (1.5% per Month 18% EAR) whichever is greater and also any and all costs, expenses, and reasonable attorney’s fees to effect collection of unpaid balances. Lessor reserves the right to exercise its rights regarding any applicable Mechanics Lien Act. Credit Applications may take up to seven business days to process and if Lessee’s application cannot be processed timely, payment terms are COD. Any sales or excise tax or other similar governmental charge imposed upon Lessor or Lessee by reason of this Equipment Lease or any services provided by Lessor shall be paid by Lessee regardless of when said tax or charge is assumed or imposed. Said payment shall be in addition to the charges set forth above.
4. Representations and Covenants of Lessee. Lessee represents and covenants to Lessor that:
 - (a) Lessee is duly organized and in good standing under the laws of the State of Michigan and will remain so during the term of this Equipment Lease;
 - (b) Lessee has full power and authority to execute, deliver and perform its obligations under this Equipment Lease;
 - (c) The execution, delivery, and performance of this Equipment Lease has been fully authorized by all necessary action by Lessee and will not violate or conflict with any provision of Lessee’s organizational documents or any agreement or court order to which Lessee is a party or by which it is bound;
 - (d) Lessee at its own expense shall keep hazard and general liability insurance for its operations, in amounts and with insurers approved by Lessor, and Lessee shall name Lessor as an additional insured and loss payee on all policies of insurance;
 - (e) Lessee shall supply all rigging devices such as slings, chains, hooks, and similar equipment, if necessary. If Lessee wishes to use any such rigging belonging to Lessor, Lessee agrees to inspect such equipment and assumes all liability for the adequacy of design or strength of any rigging or lifting apparatus used.
5. Indemnification. Lessee agrees to indemnify and hold Lessor harmless for all claims, losses and expenses, including actual attorney fees (the “**Claims**”), incurred by Lessor and arising directly or indirectly out of the use of the Leased Equipment or Lessee’s operations. Lessor will give Lessee prompt written notice of any Claim. Lessor shall control the defense of any Claim and Lessee shall cooperate with Lessee in that defense. Lessee assumes complete responsibility for all risk of physical loss or damage to the Leased Equipment from any cause whatsoever during the entire term of this Equipment Lease and no loss or damage shall release the Lessee from any obligation under this Equipment Lease.
6. Disclaimer of Warranty. Lessee acknowledges that Lessor is neither the manufacturer of, nor a dealer with respect to, the Leased Equipment and makes no warranty against defects in material, workmanship or capacity of the Leased Equipment and makes no warranty that the Leased Equipment will satisfy the requirements of any law, specification or contract. Lessee expressly assumes the risk as to all matters not expressly warranted by Lessor in this Agreement. NOTWITHSTANDING ANY OTHER PROVISION IN THIS EQUIPMENT LEASE, LESSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF LESSEE, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. LESSOR SHALL .

NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER INCURRED AS A RESULT OF DELAY OR FAILURE TO FURNISH THE LEASED EQUIPMENT, REGARDLESS OF THE CAUSE. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES BY REASON OF FAILURE OF THE LEASED EQUIPMENT TO OPERATE OR FOR FAULTY OPERATION OF THE LEASED EQUIPMENT.

7. Default. Each of the following events shall be a "Default" for purposes of this Agreement:

- (a) Any failure to pay rent or any other sums as required under this Equipment Lease;
- (b) The failure of any representation or covenant made by Lessee in this Equipment Lease, or a breach by Lessee of any other provision in this Equipment Lease;
- (c) Lessee's insolvency or the filing of any petition with respect to Lessee under any chapter of the federal bankruptcy laws; or
- (d) Lessor's reasonable determination that it is insecure with respect to Lessee's performance under this Equipment Lease.

8. Remedies. Upon the happening of a Default, Lessor has the right to exercise any one or more of the following remedies, without notice of any kind:

- (a) Declare all unpaid rent for the remaining term of this Equipment Lease immediately due and payable;
- (b) Terminate this Equipment Lease without prejudice to any of Lessor's rights;
- (c) Proceed by appropriate court action to enforce Lessee's performance under this Equipment Lease or to recover all damages for Lessee's breach of this Equipment Lease; or
- (d) Exercise any other remedy available to Lessor under applicable law.

9. Miscellaneous. Lessee shall not assign its interest in this Equipment Lease, for security or otherwise, without Lessor's prior written consent. All notices shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mail or other comparable mail service, postage prepaid, addressed to the party at its address set forth above. This Equipment Lease shall be binding on, and inure to the benefit of, Lessor and Lessee and their respective successors and assigns. This Equipment Lease contains all the terms of the agreement between the parties with respect to the Leased Equipment and may be amended only by a writing signed by both parties. This Equipment Lease shall be governed in all respects by Michigan law. The unenforceability of any term of this Equipment Lease shall not affect the enforceability of any of the remaining terms of this Equipment Lease.

WHEREOF, Lessor and Lessee have executed this Equipment Lease.

GRAND RAPIDS CRANE COMPANY, LLC,
a Michigan limited liability company

By: Augusta Tower Technologies, Inc.,
a Michigan corporation, Member

By: _____
Ryan Mason, President
LESSOR

By: _____

Its: _____
LESSEE