1. Agreement. These Rental Agreement Terms and Conditions and the Rental Agreement, Proposal, Invoice, Quote, or other document(s) incorporating them by reference, including all documents, exhibits, schedules, and addendums attached thereto or specifically incorporated by reference by them, constitute the sole and entire agreement (“Agreement”) between Hawthorne Machinery Co. or its applicable subsidiary, affiliate, or related entity (“Hawthorne”) and the purchasing customer (“Customer”) (together with Hawthorne, the “Parties”) concerning the rental, sale, or other disposition to or by the Customer of Equipment (defined as any tangible goods, vehicle, and other property (“Equipment”) by Hawthorne on behalf of or to Customer (“Services”). This Agreement supersedes all prior and contemporaneous understandings and agreements, both written and oral regarding the Services. No purchase order, work order, or statement of work issued in connection with the Services by Customer or a third party shall be binding on Hawthorne unless the stated work ordered, as modified by written agreement between the Parties, is confirmed in writing by Hawthorne. Customer shall not constitute acceptance of any terms and conditions contained in any request for proposal, purchase order, statement of work, or other similar document issued by Customer or a third party, nor does it serve to modify or amend this Agreement.

2. Precedence. Should the terms of any proposal, purchase order, or statement of work issued by Customer or a third party conflict with the terms and conditions of this Agreement, the provisions of this Agreement shall control. All such documents are governed by the following documents in this order of precedence: the Rental Agreement, Proposal, Invoice, Quote, other document(s) issued by Hawthorne incorporating these terms and conditions by reference, these Rental Agreement Terms and Conditions, other writings specifically incorporating them by reference.

3. Acceptance. Acceptance of any portion of the Services, providing payment in whole or in part, taking possession of any Equipment to which this Agreement applies, or acceptance of the Agreement in any form (whichever occurs first) shall constitute acceptance of these Rental Agreement Terms and Conditions and any terms set forth in the document(s) issued by Hawthorne incorporating them by reference.

4. Change in Services. Hawthorne reserves the right to make any performance dates specified in the Agreement. Customer agrees that any such dates shall be estimates only.

5. Change in Services. If Customer wishes to change the scope of the Services, it shall submit details of the requested change to Hawthorne in writing. Hawthorne may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, the fees, or any performance dates set forth in the Agreement.

6. Customer Warranties. Customer warrants that (i) it is duly organized and validly existing in good standing; (ii) it is duly authorized to execute, deliver, and perform its obligations under this Agreement; (iii) it is not insolvent and is paying all of its debts as they become due; (iv) all information supplied by Customer is complete and accurate; and (v) all information supplied by Customer is complete and accurate.

7. Customer Obligations. Customer shall pay, or reimburse Hawthorne for all prices, fees, expenses, or charges related to the Services when they become due, cooperate with Hawthorne in all matters relating to the Services, and provide such access to Customer’s premises and facilities as may reasonably be requested by Hawthorne for the purposes of performing the Services. Customer shall provide all direction, information, approvals, authorizations, notes, contracts, security agreements, financing statements, decisions or materials requested by Hawthorne to perform the Services. Customer shall maintain the premises on and around which the Services will be performed in a reasonably safe condition and shall notify Hawthorne in advance of any hazards, dangerous conditions and defects. Failure to comply with any portion of this section will constitute a material breach (“Material Breach”) of the Agreement, allocate Hawthorne of any responsibility to perform the Services, and enable Hawthorne to terminate the Agreement.

8. Compliance with Law. Customer agrees to comply fully, at its sole cost, with all applicable federal, state and local laws, rules and regulations.

9. Customer’s Acts or Omissions. If Hawthorne’s performance under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Hawthorne shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer to the extent arising directly or indirectly from such prevention or delay.

10. Fees and Expenses. Customer shall (i) reimburse Hawthorne for all reasonable costs and expenses incurred in connection with the Services or in collecting any late payments and (ii) pay all other amounts due within thirty (30) days of receipt of an invoice from Hawthorne unless otherwise specified in writing at the time of the order, or at any other document(s) issued by Hawthorne incorporating these terms and conditions by reference, in which case the terms of payment specified by Hawthorne in the incorporating document will control. Failure to notify Hawthorne in writing of any dispute regarding an invoice within sixty (60) days of receipt of said invoice waives Customer’s right to dispute such invoice. Customer shall not be entitled to discontinue or delay payments due to any claim or dispute by Customer.

11. Late Payments. All late payments shall bear interest at the lesser of the rate of 1.5% per month (18% per annum) or the highest rate permitted under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid in full as reimbursement to Hawthorne for clerical and other expenses incurred as a result of the delay. Customer shall also pay, upon request, all reasonable attorneys’ fees and costs incurred in connection with any other actual expenses. In addition to all other remedies available to it (which Hawthorne does not waive by the exercise of any rights hereunder), Hawthorne shall be entitled to suspend the provision of any Services if Customer fails to pay any amounts due. If Customer fails to pay any amounts when due, all unpaid sums shall become immediately due and payable. Additionally, Hawthorne shall have the right, but not the obligation, to apply any funds paid by Customer to Hawthorne at any time to satisfy unpaid amounts. Customer also expressly agrees to pay the charges mentioned in this section as liquidated damages and not as penalty representing reasonable and fair compensation for the foreseeable losses/expenses resulting therefrom. Customer agrees to pay Hawthorne a $25.00 Service Charge on each dishonored check emitted or returned for insufficient funds.

12. Taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder, excluding any taxes imposed on, or with respect to, Hawthorne’s income, revenues, gross receipts, personnel or real or personal property or other assets unless otherwise specified in writing.

13. Disclaimer of Warranty. HAWTHORNE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. HAWTHORNE IS NEITHER A MANUFACTURER OF MACHINERY NOR A MANUFACTURER OF ANY PRODUCTS THEREOF OR AN AGENT THEREOF.

14. Normal Use. Any rental rate provided to Customer covers normal use only, not to exceed eight (8) hours per day, forty (40) hours per week or one hundred and sixty (160) hours per four week period. Any excess use will be pro-rated against the appropriated rate and charged to Customer.

15. Limitation of Liability. CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE USE, DAMAGE TO, DEATH OF, OR INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE USE, CONDITION, POSSESSION, OR STORAGE OF PROPERTY LEASED FROM HAWTHORNE AS WELL AS ALL OTHER RISKS AND LIABILITIES ARISING FROM THE SAME. IN NO EVENT SHALL HAWTHORNE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF, DAMAGE TO, DEATH OF, OR INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE USE, CONDITION, POSSESSION, OR STORAGE OF PROPERTY LEASED FROM HAWTHORNE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ATTORNEYS’ FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS) OF ANY NATURE WHATSOEVER WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HAWTHORNE’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (i) THE FEES PAID TO HAWTHORNE PURSUANT TO THE AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (ii) $25,000. UNLESS SPECIFICALLY AGREED TO IN WRITING, HAWTHORNE WILL NOT BE LIABLE FOR ANY LIQUIDATED DAMAGES OF ANY KIND AND IS NOT BOUND BY ANY AGREEMENT CONTAINING THE SAME.

16. Duty to Indemnify. Customer will indemnify, defend, and hold harmless Hawthorne, its agents, employees, affiliates and their respective owners, officers, directors, employees, agents, successors and permitted assigns from any and against any and all claims, losses, expenses, liabilities, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, costs, penalties, taxes, assessments, charges, punitive damages and expenses of any nature whatsoever, whether arising out of their relationship with Customer, each other, or any other third party, and whether incurred prior to or subsequent to the performance of any portion of this Agreement or otherwise. The Parties agree that the Services will not materially affect the nature or scope of the Services, the fees, or any performance dates set forth in the Agreement.
Customer's towing vehicle. Customer further acknowledges that the Equipment is suitable for Customer's needs and understands (without further instructions) its proper operation and use.

20. **Failure of Equipment.** In the event of any failure of the Equipment, Customer at its expense shall immediately return it to Hawthorne's premises. Customer shall not repair Equipment without Hawthorne's written authorization.

21. **Insurance and Rental Protection Plan.** Customer will provide Hawthorne no less than thirty (30) days prior to the start of Services a Certificate of Insurance showing the expiration date of existing insurance and an Accredited certificate by an “A” rated admitted carrier evidencing the required insurance coverage with Hawthorne Machinery Co. as follows: A) Certificate Holder: Hawthorne Machinery Co., Attention: Risk Management, 16945 Camino San Bernardo, San Diego, CA 92127. B) General Liability: Limits Required: $1,000,000 Per Occurrence/$2,000,000 Aggregate per year. Endorsement: Additional Insured - Hawthorne Machinery Co., its Affiliated Companies, Directors & Officers, Agents and Employees. Primary Insurance: Primary Insurance is required. The insurance must be primary and non-contributory. C) Business Auto (If Applicable): Coverage: Requires $1,000,000 limit in business auto liability coverage. Physical Damage: Limits must equal or exceed the value of the item(s) leased or rented. Additional Insured: If renting or leasing lift trucks, each truck must be named as Additional Insured on your Auto Policy. D) Worker's Compensation: Limits Required: Statutory limits required by the state. Employer's Liability $1,000,000. Waiver of Subrogation: A Waiver of Subrogation is required in favor of Hawthorne Machinery Co. E) Property Physical Damage: Limits Required: Blanket coverage limits must equal or exceed the value of the item(s) leased or rented. Form: Coverage is required to be written on Special Form, including theft. Endorsement: Hawthorne Machinery Co. must be named as Loss Payee. Customer must provide Hawthorne a valid Physical Damage certificate or purchase Hawthorne's Rental Protection Plan ("RPP") to be eligible to receive the Services.

22. **Refusal of RPP.** By executing this Agreement, Customer agrees to purchase RPP and pay the then current rate or fee for Hawthorne’s RPP in effect at the time of this Agreement or obtain, and provide Hawthorne satisfactory evidence of, the insurance required by Hawthorne before or at the time the Services begin. Customer also agrees to pay any Equipment Damage Fee that may become due as a result of its participation in RPP. If Customer fails to comply with the terms of this Agreement, Hawthorne shall be entitled to stop the Services until Customer has met the conditions as outlined in Section 17 titled "Hawthorne's Right to Inspection". Customer will provide Hawthorne no less than two days before the date on which the Services are to begin and no less than five days before the expiration date of existing insurance an Accord certificate by an “A” rated admitted carrier evidencing the required insurance coverage with Hawthorne Machinery Co. as follows: A) Certificate Holder: Hawthorne Machinery Co., Attention: Risk Management, 16945 Camino San Bernardo, San Diego, CA 92127. B) General Liability: Limits Required: $1,000,000 Per Occurrence/$2,000,000 Aggregate per year. Endorsement: Additional Insured - Hawthorne Machinery Co., its Affiliated Companies, Directors & Officers, Agents and Employees must be named as Additional Insured on your Auto Policy. D) Worker's Compensation: Limits Required: Statutory limits required by the state. Employer's Liability $1,000,000. Waiver of Subrogation: A Waiver of Subrogation is required in favor of Hawthorne Machinery Co. E) Property Physical Damage: Limits Required: Blanket coverage limits must equal or exceed the value of the item(s) leased or rented. Form: Coverage is required to be written on Special Form, including theft. Endorsement: Hawthorne Machinery Co. must be named as Loss Payee. Customer must provide Hawthorne a valid Physical Damage certificate or purchase Hawthorne's Rental Protection Plan ("RPP") to be eligible to receive the Services.

23. **Refusal of RPP.** If Customer refuses to pay for the RPP, then Hawthorne may terminate this Agreement at its sole option. However, if Hawthorne elects to continue the Agreement, Customer agrees to purchase RPP and pay the then current rate or fee for Hawthorne’s RPP in effect at the time of this Agreement or obtain, and provide Hawthorne satisfactory evidence of, the insurance required by Hawthorne before or at the time the Services begin. Customer also agrees to pay any Equipment Damage Fee that may become due as a result of its participation in RPP. If Customer fails to comply with the terms of this Agreement, Hawthorne shall be entitled to stop the Services until Customer has met the conditions as outlined in Section 17 titled "Hawthorne's Right to Inspection". Customer will provide Hawthorne no less than two days before the date on which the Services are to begin and no less than five days before the expiration date of existing insurance an Accord certificate by an “A” rated admitted carrier evidencing the required insurance coverage with Hawthorne Machinery Co. as follows: A) Certificate Holder: Hawthorne Machinery Co., Attention: Risk Management, 16945 Camino San Bernardo, San Diego, CA 92127. B) General Liability: Limits Required: $1,000,000 Per Occurrence/$2,000,000 Aggregate per year. Endorsement: Additional Insured - Hawthorne Machinery Co., its Affiliated Companies, Directors & Officers, Agents and Employees must be named as Additional Insured on your Auto Policy. D) Worker's Compensation: Limits Required: Statutory limits required by the state. Employer's Liability $1,000,000. Waiver of Subrogation: A Waiver of Subrogation is required in favor of Hawthorne Machinery Co. E) Property Physical Damage: Limits Required: Blanket coverage limits must equal or exceed the value of the item(s) leased or rented. Form: Coverage is required to be written on Special Form, including theft. Endorsement: Hawthorne Machinery Co. must be named as Loss Payee. Customer must provide Hawthorne a valid Physical Damage certificate or purchase Hawthorne's Rental Protection Plan ("RPP") to be eligible to receive the Services.

24. **Loss or Destruction of Equipment.** Customer is responsible to Hawthorne for any loss or damage to Equipment, except for ordinary wear and tear. If the Equipment is stolen, lost or damaged, Customer shall be liable to Hawthorne for the full value of the Equipment, together with interest at the highest legal rate on such value, plus all of Hawthorne's expenses related to in writing, all Communications must be delivered by facsimile, e-mail, personal delivery, courier or certified or registered mail (return receipt requested, postage prepaid). A Communication is effective only on receipt by the receiving Party if the Party giving the Communication has proof of such receipt. Customer will be deemed received (i) if given by facsimile or e-mail, on the date of transmission if sent prior to 3:00 p.m. (PST) on a business day and otherwise on the following business day, (ii) by courier or personal delivery, on the date of delivery, and (iii) if by mail, two (2) days after the date of mailing.

25. **Waiver of Jury Trial.** Each Party knowingly, voluntarily, irrevocably and unconditionally waives its right to a jury trial of any claim or cause of action based on or arising out of this Agreement or the subject matter hereof (including, without limitation, any breach of this Agreement or the subject matter hereof), and will not be subject to any exceptions. Each Party (i) understands that this is a waiver of important legal rights and (ii) acknowledges having had a A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.
34. Dispute Resolution. Any dispute or controversy arising under or in connection with this Agreement shall first be resolved by informal discussion between senior management of the Parties. If informal discussion fails to produce a resolution, the Parties must then attend non-binding mediation in the San Diego County, California or Honolulu, Hawaii with a mutually agreed upon mediator. If mediation fails to produce a resolution, or if the Parties cannot agree on a mediator, any dispute or controversy arising out of or relating to this Agreement shall be settled by binding arbitration. Either Party may initiate arbitration, which shall be conducted in San Diego, California or Honolulu, Hawaii in accordance with the commercial arbitration rules of the American Arbitration Association. Each Party shall share equally the cost of the arbitration and shall bear its own attorneys’ fees, unless the arbitrator awards such fees and costs to a Party. The arbitrator shall not have the power to award any punitive damages.

35. Enforcement. Subject to Section 34, Customer shall pay all costs Hawthorne may incur in enforcing or exercising its rights under this Agreement, whether or not suit is filed.

36. Severability. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Agreement, or if no such modification shall be possible, deleted, and the remainder of this Agreement will remain valid and enforceable.

37. Amendments. This Agreement shall only be modified or amended by an instrument in writing signed by the Parties. Any changes, additions, stipulations or deletions, by Customer, shall not be deemed to be agreed to or binding upon Hawthorne unless agreed to in writing in the form of an amendment signed by Hawthorne and Customer.

38. No Waiver. No exercise, nor any failure or delay by either Party in the exercise of, any right or remedy available hereunder, at law or in equity will be deemed an election of remedies or a waiver of any such rights and remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

39. Assignment. Hawthorne may assign any of its rights or obligations under the Agreement without the prior written consent of Customer. If an assignee agrees to assume the obligations of Hawthorne, Customer agrees that Hawthorne shall be released from all further liability hereunder. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Hawthorne. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Customer agrees to keep the Equipment free from any lien and encumbrance of any kind.

40. No Third Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

41. Headings. Headings are for reference and do not affect the interpretation of the Agreement.

42. Time to Bring Claim. No claim which concerns a dispute arising under this Agreement may be commenced by Customer more than one year after the Services are performed.

43. Equipment Management Electronic Data Sharing Product Link™ and Vision Link® User Agreement/Privacy Notice. For Equipment equipped with Product Link™ and Vision Link®, Customer understands that data concerning the machine, its condition, and operation will be transmitted to Caterpillar Inc. and/or its dealers to better serve Customer and improve upon Caterpillar Inc. products and services. The information transmitted may include but is not limited to machine serial number, machine location, operational data, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar Inc. and/or its dealers will not sell or rent collected information to any third party and will exercise all reasonable efforts to keep the information secure. Customer, by executing the Agreement, understands the disclosures in this Section and grants permission to allow the referenced data to be accessed by Caterpillar Inc. and/or its dealers.

44. Title to Goods. Hawthorne retains title to goods. Customer hereby grants to Hawthorne a security interest in purchased goods and all proceeds thereof described in this Agreement to secure the performance of all of Customer’s obligations under this Agreement.

45. Equipment. Should the Agreement include the purchase of machinery from Hawthorne, when the machines necessary for the Agreement have been identified and appropriated, Customer agrees on demand to execute and deliver to Hawthorne all notes, contracts, security agreements, and financial statements required by Hawthorne to evidence the transaction. In the event Customer fails to execute and deliver said notes, contracts, security agreements and financial statements to Hawthorne, the entire balance of the purchase price of the equipment shall, at Hawthorne’s option, become immediately due and payable.

46. Transportation. Customer understands and consents to Hawthorne’s use of third party vendors to provide transportation services (“Transportation Company”). Customer also agrees that Hawthorne’s responsibility for shipment of any goods ceases upon delivery of said goods to a Transportation Company, and any claims for shortages, delays or damages occurring thereafter shall be made timely by Customer directly to the Transportation Company.

47. Used Goods. Should the Agreement include the purchase of used machinery, parts, or other equipment, said used machinery, parts, and other equipment are sold “AS IS” AND “WITH ALL FAULTS.” HAWTHORNE MAKES NO WARRANTY RELATED TO THE TITLE OF THE GOODS FOR SALE UNDER THIS AGREEMENT, NOR TO THE RIGHTFUL TRANSFER OF THE GOODS, NOR TO THE EXISTENCE OF SECURITY INTERESTS, LIENS, OR OTHER ENCUMBRANCES AGAINST THE GOODS. HOWEVER, HAWTHORNE WARRANTS THAT, AT THE TIME OF SALE, HAWTHORNE DID NOT KNOW OF ANY HOSTILE CLAIM OF TITLE OR ANY ENCUMBRANCES AGAINST THE GOODS FOR SALE UNDER THIS AGREEMENT.

48. Consent to Share Customer Data. By accepting the Agreement, Customer consents to Hawthorne sharing information relating to or generated pursuant to this Agreement, or the Goods & Services, including Confidential Information, with Caterpillar, Inc., its affiliates, subsidiaries, sister companies, or vendors. Customer acknowledges and agrees that it is directing Hawthorne to intentionally disclose such information, including Customer’s personal information, if any, to Caterpillar Inc. and its affiliates, subsidiaries, sister companies, or vendors and agrees that such disclosure is not a sale or received for valuable consideration.

49. No Waiver. Under no circumstance (other than damages resulting from covered losses by Hawthorne’s RPP) does Hawthorne waive any claim against Customer, and in all circumstances Customer shall be responsible for accessories such as air hoses, tool steel, electric cords, blades, welding cables, LPG tanks, fuel containers and other similar items. Moreover, the waiver of subrogation specified in the Section titled “Rental Protection Program” shall not apply to any bodily injury or property damage liability claims in any circumstances.

50. Air Pollution Permit Compliance. Customer agrees to fully read and understand all terms and conditions of any State or Federally issued air permit for Equipment being rented. Customer agrees as a “Rental Operator”, to comply with all requirements of any issued air permit and all applicable local, state and federal air quality rules and regulations. Customer fully understands that permitted Equipment is subject to enforcement action by Local, State and Federal regulatory agencies for any violations of the listed permit conditions and local, state and federal air quality rules and regulations.

51. EMISSIONS REQUIREMENTS:

CAL AIR RESOURCES BOARD 5 MIN IDLING LIMIT WHEN OPERATED IN CAL. ANY OFF ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CAL AIR RESOURCES BOARD IN USE OFF ROAD DIESEL VEHICLE REGULATION. IF THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CAL AIR RESOURCES BOARD WEBSITE AT: HTTP://ARB.CA.GOV/MSMSPRO/ORDIESEL/ORDIESEL.HTM.

52. Personal Property Tax. Customer agrees to pay Hawthorne an additional 0.75% charge on the rental price of qualified heavy equipment as defined in California Civil Code 1656.5 (“PPT”). The PPT is an estimate of the personal property tax Hawthorne will be required to remit for the rental of certain qualified heavy equipment by Customer. In the event the PPT exceeds actual amounts owed by Hawthorne, Customer acknowledges and authorizes the excess to be remitted to the State Board of Equalization for deposit into the State of California General Fund as required by law.

53. Survival. Provisions of this Agreement that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, Section 13 (Disclaimer of Warranties), Section 15 (Limitation of Liability), Section 16 (Delay to Indemnify), Section 23 (Insurance and Rental Protection Program), Section 27 (Confidentiality), Section 32 (Applicable Law/Venue), Section 33 (Waiver of Jury Trial), Section 34 (Dispute Resolution), Section 35 (Enforcement), Section 42 (Time to Bring Claim), and Section 53 (Survival).