

1. **Credit Application.** Upon the signing and submission of a credit application (the "Credit Application"), applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "Customer") agree to each and every term and condition set forth below and incorporated herein by reference in consideration of the opening of a credit account by Gee Heavy Machinery LLC ("Gee HM"). Customer warrants and represents that the information given on the Credit Application is complete and accurate and is provided for the purpose of obtaining credit in an amount set by Gee HM's credit policies and procedures. Customer authorizes Gee HM and / or its assignees or designees, to obtain from banks, credit bureaus, trade references and other creditors and requests each of the aforementioned to advise Gee HM of its credit experience with, and to express an opinion as to the credit record of Customer or other such person as such party may deem appropriate and release any credit information, including but not limited to Customer's balance sheet, cash flow statement, and income statement to Gee HM. Further, Customer and each other person signing the Credit Application on behalf of Customer and / or as Guarantor (as defined in the cover page of the Credit Application), agrees that Gee HM may obtain personal and/or business credit reports with respect to Customer and each such person, in assisting in making a credit decision, in connection with the continuation of the credit provided herein, or pursuant to a subsequent application or request, reviewing the Credit Account (as defined below), or assisting in taking collection activity. The fact that the Credit Application contains reference to a "Minimum Credit Request" shall not be deemed a limitation of liability by Customer or Guarantor, if applicable. Customer acknowledges and agrees that the request for extension of credit based on the Credit Application does not obligate Gee HM to extend credit to Customer. Customer also acknowledges, agrees and understands that Gee HM may, in its sole discretion, grant or refuse to extend credit to Customer in connection with the Credit Application or any credit transaction. Unless a credit account has been approved, all goods, equipment and services must be paid for at the time of delivery or, in the case of rentals and rentals with a purchase option ("RPO"), in advance. Gee HM's credit department reserves the right to approve or disapprove credit as and whenever it deems appropriate, but at all times in accordance with applicable laws.

2. **Credit Account.** Customer acknowledges that in the event the Credit Application is accepted and approved by Gee HM, a commercial credit account will be opened in the name of Customer on, and Customer agrees to be bound by, these Credit Account Terms and Conditions, all the terms and conditions set forth on the Credit Application and all applicable transaction specific terms and conditions located at www.geehm.com/terms ("Transaction Specific Terms and Conditions") incorporated herein by this reference as if fully restated herein (the "Credit Account"). Once established, the Credit Account will only be used for business, commercial or organizational purposes on behalf of Customer's business. Customer agrees that it will not use the Credit Account (or allow the Credit Account to be used) for personal, family or household purposes. The Credit Account governs the credit relationship between Gee HM and Customer and Customer agrees to be bound exclusively by the Credit Account. The amount of credit extended to Customer will be determined by Gee HM, in its sole discretion, which credit limit Gee HM may raise or lower at any time without advance notice to Customer. All unpaid purchases, whether billed or unbilled, will be considered in determining Customer's available credit. Gee HM may, at any time, without advance notice to Customer, limit or terminate the use of the Credit Account or terminate or suspend Customer's right to make future purchases. When Customer's credit limit is reached, no additional charges may be made to the Credit Account without prior written approval from Gee HM's credit department. The purchase of goods, equipment and services; the renting or RPO of equipment; and other amounts owing to Gee HM may be charged to the Credit Account within the available credit limit. Customer promises to pay all amounts owed on the Credit Account, including any late charges and any other charges that may be applicable from time to time in accordance with the payment terms set forth herein and in the applicable Transaction Specific Terms and Conditions. Customer agrees to pay for all transactions made on the Credit Account, whether or not such transactions were in fact authorized by Customer, were made for Customer's benefit, or exceeded Customer's credit limit. Customer's obligations under the Credit Account are absolute and unconditional to the fullest extent permitted under applicable law.

3. **Payments on the Credit Account.** Payment of any transaction balance reflected in any invoice is due in full by the date indicated on such invoice. Customer's initial billing address is the address Customer specified in the Credit Application unless Customer notifies Gee HM of a change in this information in accordance with the notice provisions contained in the applicable Transaction Specific Terms and Conditions. Outstanding balances unpaid after the applicable due date will be considered delinquent and in each billing period in which there is a delinquent balance, the Credit Account will be assessed interest at the lesser of the rate of 1.5% per month (18% per annum) and 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. Customer must make payments in U.S. dollars by check, ACH or wire transfer. Crediting may be delayed if payment is not received in a proper form (including if payment is not accompanied by remittance information). Regardless of any limitation, suspension or termination hereunder, Customer agrees to pay the outstanding balance of the Credit Account according to these terms and conditions and any applicable Transaction Specific Terms and Conditions, and all of Gee HM's rights will continue in full force and effect until all of Customer's obligations are fully satisfied, including payment of late payment fees, which Gee HM will continue to impose until the date of full payment. If Customer's payment is dishonored Customer will be assessed a \$50.00 service charge on all checks returned due to insufficient funds or for any other reason, and Gee HM may require immediate and full payment of all outstanding amounts. To the extent permitted by applicable law, if Gee HM accepts any late payment or partial payment (whether or not marked as payment in full), that acceptance will not affect the due date of any other payment due under the Credit Account, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of Gee HM's rights under the Credit Account. Any conditional check, money order or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to Gee HM must be sent in writing to Gee Heavy Machinery LLC, c/o Heavy Equipment Management Company, Attn: General Counsel, 6140 Brent Thurman Way, Suite 140, Las Vegas, NV 89148 and must conspicuously state on the face of the instrument or in an accompanying letter that it is tendered for this purpose. If Customer makes payment in any other way and Gee HM accepts it, Gee HM

will not have waived its right to collect any amount from Customer owing under the Credit Account.

4. **Default.** The following are defaults by Customer: (i) failure to pay any amount due under the Credit Account by Customer to Gee HM; (ii) ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors, filing bankruptcy or making an assignment for the benefit of creditors; (iii) Customer breaches any: (a) of these terms and conditions; (b) applicable Transaction Specific Terms and Conditions incorporated herein; (c) invoice; or (d) other writing between Gee HM and Customer; (iii) Gee HM deems itself insecure with respect to Customer's performance; (iv) failure to perform any obligations to Gee HM hereunder or otherwise; and (v) any representation or warranty by Customer is false or misleading.

5. **Remedies.** Upon any default by Customer, Gee HM may, without notice of default, exercise any one or more of the following remedies: (i) close the Credit Account immediately; (ii) seek immediate relief from any automatic stay, seek specific performance or injunction or recover damages; (iii) declare all amounts due and coming due, together with interest and late fees, immediately due and payable; and / or (iv) any remedy available to Gee HM under any applicable Transaction Specific Terms and Conditions. The exercise of any remedy will not constitute an election of remedies or a waiver of any other remedy. Remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

6. **Miscellaneous:** Any and all contracts, certificates, invoices and other writings signed on behalf of Customer by any employee of Customer shall be deemed to have been executed on behalf of Customer with full authority. Customer acknowledges and agrees that placement of a purchase order creates no burden on the part of Gee HM to verify its accuracy or validity. Customer shall furnish to Gee HM, from time to time, promptly upon request: (i) complete financial statements, in such form and detail as Gee HM may request; and (ii) such other information and documents that Gee HM may reasonably request. Headings herein are for reference only and do not affect the interpretation of these terms and conditions. The Credit Application may be executed and delivered by electronic transmission with the same legal effect as delivery of an original fully executed copy. Gee HM may amend these terms and conditions, including to impose additional or different fees or to change the terms of the Credit Account, by giving Customer fifteen (15) days advance notice thereof; provided, however, Gee HM may suspend or terminate the Credit Account or change Customer's credit limit without any notice to Customer (as described in more detail in Section 2). Gee HM may sell, assign or transfer all or any portion of the Credit Account or any balances due under the Credit Account without prior notice to Customer. If any provision of these terms and conditions is hereafter held invalid or unenforceable, the remainder of these terms and conditions shall not be affected and the provisions are declared severable. Nothing in these terms and conditions shall be construed as creating a joint venture, partnership, agency, employer/employee, franchise or similar relationship between the parties, or as authorizing either party to act as the agent of the other. Customer is an independent contractor and neither it nor its employees, shall not under any circumstances, be considered agents or employees of Gee HM. Neither party shall have the right to enter into contracts or commitments in the name of the other or to bind the other in any respect whatsoever. Subject to the terms hereof, the Credit Account shall be binding upon and inure to the benefit of Gee HM and Customer and their respective representatives, successors and assigns. Nothing in the Credit Account, 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 the Credit Account. Any failure or delay by Gee HM in exercising any right, remedy, power or privilege or in enforcing any condition under the Credit Account, shall not constitute a waiver or estoppel of any right, remedy, power, privilege or condition arising from the Credit Account. This Credit Account (and all matters arising out of or relating to this Credit Account) shall be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum. EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL. Customer shall pay all costs Gee HM may incur in enforcing or exercising its rights under the Credit Account, whether or not suit is filed, including but not limited to reasonable collection costs, court costs and attorneys' fees. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting the Credit Account. The Credit Account, together with the Credit Application submitted in connection with the Credit Account and any applicable Transaction Specific Terms and Conditions, constitute the entire agreement between Customer and Gee HM relating to the Credit Account and supersedes any other prior or contemporaneous agreement between Customer and Gee HM and/or its predecessors relating to the Credit Account. Notwithstanding anything to the contrary in any document issued by Customer, Gee HM rejects additional or different terms proposed by Customer or any attempt by Customer to vary the Credit Account. Provisions that by their nature apply beyond their terms will remain in force after any suspension or termination of the Credit Account.

NOTICE: If the Credit Application is denied, Customer has the right to a written statement of the specific reasons for the denial. To obtain this statement, contact Gee HM's credit department at 1-866-864-3626 within sixty (60) days from the date Customer is notified of the decision. Gee HM will send Customer a written statement of the reasons for the denial within thirty (30) days from receiving Customer's request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which Gee HM operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.