



RENTAL AGREEMENT

1. General. The above-named Dealer (“Dealer”) hereby rents to the abovenamed Renter (“Renter”) the equipment (“Equipment”) listed in the Rental Schedule as provided in Attachment A (“Rental Schedule”) subject to the terms and conditions of this Master Rental Agreement and for the term and with the rental payments set out in the Rental Schedule. Rental payments shall be made to Dealer at the address indicated in the Rental Schedule or to such other person and address as Dealer may direct from time to time. Renter will pay the cost of transporting the Equipment from Dealer’s place of business and returning it thereto. Such transportation shall take place during the term hereof. Renter agrees to remit to Dealer the rental payments and all other amounts when due and payable, even if Dealer does not send Renter a bill or an invoice. Renter agrees that any amount due under this Master Rental Agreement, may, if specified in the Rental Schedule, at the option of the Dealer, be submitted by Dealer as a charge authorized by Renter to the PowerPlan or Farm Plan account of Renter, and Renter agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Renter agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, or such other interest or late charges as provided in the Rental Schedule, but in no event more than the maximum lawful rate. Rental terms and conditions from all invoices, Rental Schedules, monthly statements, or other agreements between Dealer and Renter are hereby incorporated into this Master Rental Agreement, but only to the extent such terms do not conflict with this Master Rental Agreement. **RENTER’S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

2. Security Deposit. If applicable, any Security Deposit will be held by Dealer in a non-interest bearing account, commingled with other funds. Dealer may apply the Security Deposit to any amounts due under the Master Rental Agreement and related Rental Schedules and, if Dealer does so, Renter agrees to promptly remit to Dealer the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Renter within thirty days (unless otherwise provided in the Rental Schedule) of termination of the Rental Schedule and final inspection by Dealer, provided Renter is not in default.

3. Equipment Use. DEALER HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT’S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Dealer is the owner of the Equipment and the Renter has only the right to use the Equipment under the terms of this Master Rental Agreement and related Rental Schedules. You agree to USE THE EQUIPMENT ONLY FOR, CONSTRUCTION, AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified in the Rental Schedule, and Renter agrees to make additional rental payments prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours, or make such other payments if specified in the Rental Schedule. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Renter agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Renter agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Dealer may provide. Renter agrees to pay \$_500.00_, or such other amount as specified in the Rental Schedule, if the hour meter is damaged or rendered inoperative during the term of the

Rental Schedule. Renter shall indemnify Dealer against all loss or damage to the Equipment while it is out of Dealer’s possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments. Renter agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Dealer, and to make, at Renter’s sole expense, any and all repairs. Renter agrees (a) to not move the Equipment to another county or state without notifying Dealer within 30 days, or such other time frame prescribed in the Rental Schedule; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Renter’s expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Renter, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Renter or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Master Rental Agreement and/or any Rental Schedule, all related Equipment subject thereto shall be returned by Renter at Renter’s sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Renter, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Master Rental Agreement. If, upon its return to Dealer, the Equipment is not in such good condition, Dealer may repair it and Renter will pay the cost of any such repairs at Dealer’s regular shop rates. If Renter fails to return the Equipment promptly upon any expiration or termination of the applicable Rental Schedule, additional rent shall be payable by Renter for each day the Renter remains in possession of the Equipment, in an amount prorated at one and one-half times the normal rental payment amount or such other amount as provided in the Rental Schedule. Renter agrees to keep the Equipment free and clear of liens and encumbrances, except those in Dealer’s favor, and promptly notify Dealer if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software (“Telematics”) that transmit data to Dealer, John Deere, or other John Deere dealers. Renter agrees that Dealer, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Renter have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment (“Machine Data”); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics (“Data Reporting Systems”); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Renter’s personal information, Renter hereby consents to the collection, use and disclosure of such personal information, to permit Dealer, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Renter warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Dealer, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Renter shall not use the Data Reporting Systems to track the location of any person unless Renter has first obtained any necessary approvals from such person to permit Renter, Dealer, John Deere and other John Deere dealers to track such location. Renter shall not remove, modify or disable any Data Reporting Systems without Dealer’s prior written consent.

Customer’s Initials _____
Date _____

RENTAL AGREEMENT

11. Remedies: Upon the occurrence of an Event of Default, Renter shall (a) deliver the Equipment to Dealer on demand and Dealer may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Renter, and this Master Rental Agreement and related Rental Schedules shall thereupon terminate and be forfeited at the option of Dealer (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Dealer; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Renter, and all freight, storage,

to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. **No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.**

12. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. **In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.** If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

13. Guaranteed Rental – Return of Equipment: Provided the guaranteed rental shown on Page 1 is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

14. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

15. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

16. General: Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

Customer's Initials _____
Date _____

Use this page if printing agreement prior to completing. This information is used when completing rental loads in the John Deere system.

For Office Use Only

<p>PURCHASER(check one)</p> <p>Non Governmental</p> <p><input type="checkbox"/> S Small Fleet (<10)</p> <p><input type="checkbox"/> M Medium Fleet (10-24)</p> <p><input type="checkbox"/> L Large Fleet (25-75)</p> <p><input type="checkbox"/> V Very Large (75+)</p> <p>Governmental</p> <p><input type="checkbox"/> 2 Federal Govt.</p> <p><input type="checkbox"/> 3 State Govt.</p> <p><input type="checkbox"/> 4 County Govt.</p> <p><input type="checkbox"/> 5 Local Govt.</p> <p><input type="checkbox"/> 6 Armed Forces</p> <p><input type="checkbox"/> 7 National Account</p>	<p>MARKET USE (check one)</p> <p>Agricultural</p> <p><input type="checkbox"/> 13 Livestock/Feed/Dairy</p> <p><input type="checkbox"/> 15 Row Crop/Small Grain</p> <p><input type="checkbox"/> 16 Specialty Crop</p> <p><input type="checkbox"/> 17 General Utility</p> <p>Building</p> <p><input type="checkbox"/> 41 Residential</p> <p><input type="checkbox"/> 42 Non-residential</p> <p><input type="checkbox"/> 47 Demolition</p> <p>Earthmoving</p> <p><input type="checkbox"/> 12 Land Improvement</p> <p><input type="checkbox"/> 28 Skidding & Forwarding</p> <p><input checked="" type="checkbox"/> 39 Residential</p> <p><input type="checkbox"/> 40 Non-residential</p> <p><input type="checkbox"/> 78 Environment Cleanup</p>	<p>Forestry</p> <p><input type="checkbox"/> 21 Harvesting</p> <p><input type="checkbox"/> 22 Reforestation/Site</p> <p><input type="checkbox"/> 24 Log Loading/Handling</p> <p><input type="checkbox"/> 25 Wood Handling Yards</p> <p><input type="checkbox"/> 26 Timber Felling/ Bunching</p> <p><input type="checkbox"/> 27 Stroke Delimiting</p> <p>Prep</p> <p><input type="checkbox"/> 23 Roads/Maint</p> <p><input type="checkbox"/> 84 Landfill/Refuse</p> <p><input type="checkbox"/> 93 Nursery & Landscape</p> <p>Materials/Handling</p> <p><input type="checkbox"/> 56 Port/Stevador</p> <p><input type="checkbox"/> 75 Asphalt/Concrete Prod</p> <p><input type="checkbox"/> 76 Sand & Gravel/Stone</p> <p><input type="checkbox"/> 77 Brick/Clay/Stone/Glass</p> <p><input type="checkbox"/> 85 Chemical Plant</p> <p><input type="checkbox"/> 86 Steel Mill</p>	<p>Mining & Quarrying</p> <p><input type="checkbox"/> 30 Mining Services</p> <p><input type="checkbox"/> 31 Metallic Mining</p> <p><input type="checkbox"/> 34 Coal Mining</p> <p><input type="checkbox"/> 36 Stone Aggregate</p> <p>Road Building</p> <p><input type="checkbox"/> 48 Bridge Construction</p> <p><input type="checkbox"/> 49 Hwy & Street Const</p> <p><input type="checkbox"/> 51 Paving- Drives, Lots, Etc.</p> <p><input type="checkbox"/> 61 Manufacturing/Ind</p> <p><input type="checkbox"/> 67 Scrap Handling</p>	<p>Underground</p> <p><input type="checkbox"/> 50 Energy Related Pipe</p> <p><input type="checkbox"/> 82 Gas/Water/Electric</p> <p><input type="checkbox"/> 43 Sewer & Water Sys</p> <p><input type="checkbox"/> 81 Telephone Co.</p> <p>Others</p> <p><input type="checkbox"/> 35 Oil Field</p> <p><input type="checkbox"/> 71 Airports</p> <p><input type="checkbox"/> 74 Rail Roads</p> <p><input type="checkbox"/> 79 Cemeteries</p> <p><input type="checkbox"/> 80 Recycling</p> <p><input type="checkbox"/> 87 Parks & Cemeteries</p> <p><input type="checkbox"/> 90 JD Dealer Owned Rental Fleet</p> <p><input type="checkbox"/> 92 Highway Mowing</p> <p><input type="checkbox"/> 94 Golf Courses</p> <p><input type="checkbox"/> 95 Institutions</p> <p><input type="checkbox"/> 96 Independent Rental Co</p>
--	--	--	--	--