

1. General Terms. This agreement sets forth the general terms of the business relationship between Stewart & Stevenson Power Products LLC (“SSPP”) and Equipment Supplier (“Supplier”). From time to time, SSPP may, in its sole discretion, request that Supplier lease certain equipment (“Equipment”) to SSPP, as set forth on separate rental schedules (each a “Rental Schedule”).
2. Pick-Up and Drop-Off. Supplier shall deliver the Equipment to the premises specified in each Rental Schedule. The time period for the rental shall begin on the date the Equipment is actually delivered to the designated premises in ready to use condition (the “Drop-Off Date”). SSPP shall notify Supplier of the date SSPP desires for Supplier to pick up the Equipment (the “Pick-Up Date”). The time period for the rental shall end on the Pick-Up Date. If Supplier fails to pick-up the Equipment on the Pick-Up Date, the time period for the rental shall not change. The time period for the rental shall begin on the Drop-Off Date and shall end on the Pick-Up Date. SSPP may change the Drop-Off Date and Pick-Up Date for any Equipment upon written notice to Supplier.
3. Quality of Services; Maintenance, Repair, and Replacement of Equipment. Supplier shall provide the Equipment in a professional and workmanlike manner and in compliance with the terms of this Agreement, any Rental Schedule, and applicable industry standards. Upon each delivery of Equipment, Contractor represents and warrants that the Equipment is in good working order, in compliance with all applicable law, and free from any and all latent and patent defects. Nothing in this Agreement or any Rental Schedule shall be deemed a waiver of any representations, warranties, or guarantees implied by law. Any replacement Equipment shall be delivered and picked up in accordance with the provisions of this Agreement and the applicable Rental Schedule.
4. Independent Contractors. SSPP and Supplier enter into this Agreement as independent contractors and at arms’ length. Neither SSPP nor Supplier has the right, and shall not seek, to exercise any control over the other Party, its employees, or its agents.
5. Environmental. Supplier shall fully comply with all applicable federal, state and local laws, rules and regulations, and all orders, judgments, notices or permits issued, promulgated and entered pursuant thereto, relating to pollution or protection of the environment (including ambient air, surface water, groundwater, land surface, or subsurface strata), including: (i) laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, industrial materials, wastes, or other substances into the environment, and (ii) laws relating to the identification, generation, manufacture, processing, distribution, use, collection, treatment, storage, disposal, recovery, transport, or other handling of pollutants, contaminants, chemicals, industrial materials, wastes or other substances (the “Environmental Laws”).
6. Cross Default. If Supplier is in material breach of this Agreement or any Rental Schedule, SSPP may, in its sole discretion, deem Supplier in material breach of any other contract that Supplier has with SSPP. Likewise, if Supplier is in material breach of any other contract with SSPP, SSPP may, in its sole discretion, deem Supplier to be in material breach of this Agreement and all Rental Schedules then outstanding. In each case, SSPP may pursue against Supplier any and all remedies that SSPP has at law or in equity.
7. Indemnification. Supplier shall protect, indemnify, defend, and hold harmless SSPP, its affiliates, subsidiaries, officers, directors, employees, and agents (collectively, the “SSPP Indemnified Parties”), from and against any and all lawsuits, claims, demands, actions, liabilities, losses, damages, costs, and expenses (including attorneys’ fees and court costs) that may be asserted by any person or any entity, regardless of the cause or alleged cause thereof, and regardless of whether such matters are groundless, fraudulent, or false, arising out of any actual or alleged: (a) misappropriation or infringement of any intellectual property or other right relating to the Equipment or this Agreement; (b) death of, or injury to, any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting in or alleged to result in whole or in part from any act or omission of Supplier or as a result of the condition of the Equipment upon delivery to SSPP, (c) violation by Supplier or any of its employees, representatives, or agents of any law relating to the Equipment or this Agreement; (d) act, activity, or omission of Supplier or any of its employees, representatives, or agents, including, but not limited to, activities on SSPP’s premises and Supplier’s use

of any vehicle, equipment, fixture, or material in connection with the performance of the obligations under this Agreement; (e) joint employer situation (i.e., where a claim or determination is made against SSPP that any employee, agent, representative or contractor of Supplier is an employee of SSPP or that SSPP was his or her employer, including but not limited to a joint employer); (f) failure by Supplier or any of its employees, subcontractors, or agents to provide compensation (wages, salaries, commissions, or other remuneration) to its employees, subcontractors, or agents in compliance with federal and state laws; (g) failure to pay any workers compensation benefits, insurance, or other employee benefits payable to persons performing services under this Agreement; (h) failure of Supplier to engage only employees who are legally authorized to work in the United States; (i) discrimination, retaliation, or any other employment related tort committed by Supplier or any of its employees, Subcontractors, or agents against persons performing services related to this Agreement; or (j) breach of this Agreement or Rental Schedule. This indemnification obligation is not limited in any way by limitations on the amount or type of damages or compensation payable to or for Supplier or its agents under workers' compensation acts, disability benefits acts, other employee benefits acts, or other agreements.

Supplier or SSPP, or whichever first receives notice of the assertion, filing, or service of any lawsuit, claim, demand, action, liability, or other matter that is or may be covered by this indemnity, shall promptly notify the other Party of the filing, or service, of any lawsuit, claim, demand, action, liability, or other matter that is or may be covered by this indemnity. Upon receipt of notice of such matter, and regardless of whether Supplier has already notified SSPP, Supplier shall immediately take such action as may be necessary or appropriate to protect the interests of the SSPP Indemnified Parties. Supplier shall promptly notify SSPP of the legal counsel Supplier proposes to engage to defend the interests of SSPP in such matter. Upon SSPP's request, Supplier will promptly provide reasonable cooperation and assistance to SSPP with respect to any claim, lawsuit, demand, or investigation involving SSPP that relates to the Equipment provided by Supplier, any obligations of Supplier under this Agreement, or any Rental Schedule. SSPP shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand, or liability asserted against any of the SSPP Indemnified Parties, and Supplier shall not settle or resolve any portion of any such claim or lawsuit without SSPP's prior written approval.

8. Insurance. At all times during the term of this Agreement, and whether or not any Rental Schedules are then outstanding, Supplier shall keep in full force and effect certain minimum insurance coverage as follows:

(a) Commercial General Liability. Supplier shall provide proof of commercial general liability coverage that includes contractual and personal and advertising injury coverage, covering claims for personal injury or damage to property to the extent they arise out of any negligent act or omission of Supplier or its respective employees, agents or subcontractors, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, with STEWART & STEVENSON POWER PRODUCTS LLC, ITS SUBSIDIARIES AND AFFILIATES named as additional insured as evidenced by attached endorsement or blanket additional insured coverage provided by the policy. Defense costs shall not apply against coverage limits.

(b) Business Automobile Liability Insurance Coverage. Supplier shall provide proof of business automobile liability insurance coverage that covers claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with limits of at least \$2,000,000 per occurrence, together with any appropriate endorsements and coverage related to transportation of the Equipment, if applicable, with STEWART & STEVENSON POWER PRODUCTS LLC, ITS SUBSIDIARIES AND AFFILIATES named as additional insured as evidenced by attached endorsement or blanket additional insured coverage provided by the policy. Defense costs shall not apply against coverage limits.

(c) Statutory Workers' Compensation Coverage and Employer's Liability. Supplier shall provide proof of statutory workers' compensation coverage and employer's liability coverage in amounts as required by the state where the Equipment is provided, with limits of at least \$1,000,000 in employers' liability coverage and a waiver of subrogation where permitted by law.

(d) Contractors Pollution Liability. Supplier shall provide proof of contractors pollution liability insurance coverage that covers claims caused by pollution conditions, including but not limited to bodily injury, sickness, disease, wrongful death, property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed, restoration costs; defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and contractual liability. with limits of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, with STEWART & STEVENSON POWER PRODUCTS LLC, ITS SUBSIDIARIES AND AFFILIATES named as additional insured as evidenced by attached endorsement or blanket additional insured coverage provided by the policy.

(e) Umbrella Insurance. Supplier shall provide proof of an umbrella insurance policy providing coverage in excess of its commercial general liability, automobile liability, and employer's liability policies. The policy shall be on a follow form basis and provide coverage at least as broad as the underlying policies.

Insurance limits required herein may be satisfied by any combination of primary and excess or umbrella coverage. Supplier will provide SSPP with copies of the endorsements listed in the immediately preceding items above evidencing SSPP Inc. as an additional insured on the policies. Supplier will have SSPP listed as an additional insured as follows: STEWART & STEVENSON POWER PRODUCTS LLC, ITS SUBSIDIARIES AND AFFILIATES. Copies of the endorsements listed in such items (a) and (c), and a certificate evidencing the requirements contained in this Section must be provided to SSPP at the time of Supplier's execution of this Agreement. In addition, at SSPP's request, Supplier will provide SSPP with copies of the policies listed above.

All insurance coverage required above shall be obtained from a company having a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Supplier will not cancel or reduce coverage of the insurance without first giving SSPP thirty (30) days' prior written notice. If such notice is not given, Supplier will be liable for all resulting damages. Supplier's insurance shall be primary, non-contributory and not excess coverage. Each Commercial General Liability policy shall: (i) name SSPP Inc., its subsidiaries, and its affiliates as additional insureds; (ii) provide defense coverage as an additional benefit and not within the limits of liability; (iii) contain a waiver of subrogation in favor of SSPP; and (iv) be issued on an occurrence basis. Prior to the Effective Date, and as a condition to SSPP making payment under the Agreement, Supplier shall provide to SSPP one or more certificates of insurance evidencing the coverage required by this Agreement. Supplier shall also provide SSPP with one or more certificates of insurance evidencing the coverage required by this Agreement upon the renewal or replacement of a required insurance policy in effect during the term of this Agreement and at any other time as SSPP may request. Supplier shall be in material breach of this Agreement and all outstanding Rental Schedules if Supplier breaches or fails to comply with any of its obligations under this Section.

9. Audit. Supplier shall maintain accurate and complete accounts and records related to this Agreement and the Equipment provided. During the term of this Agreement and for two (2) years after termination, Supplier shall allow SSPP or its auditors to conduct full and independent audits and investigations of Supplier's and/or its Subcontractors' information, books, records, and accounts directly relating to this Agreement and the Equipment provided, including but not limited to, payroll records, federal, state, and local withholding and other records related to Suppliers' payment of its employees and subcontractors. Supplier will cooperate and provide reasonable assistance in such audits by providing supplemental records as reasonably requested by SSPP and its auditors. Reasonable assistance includes, but is not limited to, on-site access to Supplier's offices in order to complete the audit during normal business hours. In addition to the foregoing, at any time during the term of this Agreement, SSPP may request a statement from Supplier that sets forth the percentage of Supplier's total revenues that is attributable to Equipment provided to SSPP for any relevant time period.

10. Subcontractors. Supplier shall not subcontract or delegate to any person the right or obligation to

perform any of the obligations of Supplier under this Agreement or any Rental Schedule, without the prior written consent of SSPP. If Supplier utilizes employees of any other third-party (each a "Subcontractor") (subject to the above consent requirement) to perform any of the obligations of Supplier under this Agreement or any Rental Schedule, Supplier shall ensure (i) such Subcontractor complies with the terms of this Agreement regarding Supplier, including without limitation all representations, warranties, and covenants, and (ii) such Subcontractor's employees are subject to, and comply with all terms of this Agreement regarding its employees. Without limiting the forgoing, any provisions of this Agreement that pertain to Supplier's responsibilities regarding its employees shall apply equally to Subcontractor's employees assigned by Supplier to perform any of the obligations of Supplier under this Agreement or any Rental Schedule. Supplier shall enter into a written agreement with each Subcontractor evidencing that Subcontractor has agreed to be bound by the terms of this Agreement. Such written agreement will also include a provision that requires the Subcontractor to defend, indemnify, and hold harmless SSPP, its subsidiaries, and affiliates and any of their respective officers, directors, successors, agents, employees, and representatives from and against all claims, causes of action, complaints, demands, losses, damages of every kind and character, fines, penalties, judgments, injuries, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or related to the Subcontractor's employees performing any of the obligations of Supplier under this Agreement or any Rental Schedule.

11. Limitation of Liability. EXCEPT FOR SUPPLIER'S INDEMNITY OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUES, BUSINESS INTERRUPTION AND THE LIKE), ARISING FROM OR RELATING TO: (i) THE RELATIONSHIP BETWEEN SUPPLIER AND SSPP, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS; (ii) THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT, OR ANY RENTAL SCHEDULE; (iii) BREACH OF THIS AGREEMENT OR ANY RENTAL SCHEDULE; OR (iv) TERMINATION OF BUSINESS RELATIONS BETWEEN THE PARTIES, AND REGARDLESS OF WHETHER THE CLAIM UNDER WHICH SUCH DAMAGES ARE SOUGHT IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, STATUTE, REGULATION, OR ANY OTHER LEGAL THEORY OR LAW, EVEN IF SSPP OR SUPPLIER HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 11 SHALL NOT LIMIT: (i) THE SPECIFIC RIGHTS AND REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT, OR (ii) LIABILITY FOR NEGLIGENT OR WILLFUL BREACH OF ANY PROVISION OF THIS AGREEMENT.

12. Liens. Supplier may not cause any encumbrance to attach to or upon any SSPP buildings, common areas, land, or improvements because of any act or omission of Supplier, its subcontractors, agents, employees, or representatives. Failure to discharge or bond/insure over any encumbrance within fifteen (15) business days following its filing is a material breach of this Agreement. In addition to any right or remedy SSPP may have for the material breach, SSPP may bond or pay the encumbrance for Supplier's account without inquiring into the validity of the encumbrance. If SSPP elects to pay the encumbrance, Supplier will reimburse SSPP, upon demand by SSPP, the amount SSPP paid, plus an additional ten percent (10%) administrative fee, plus interest. Interest will accrue at the lesser of five percent (5%) per annum or the maximum amount allowed by law beginning on the day SSPP bonds or pays the encumbrance and continuing until Supplier reimburses SSPP the entire amount SSPP paid, plus the administrative fee and any interest accrued.

13. Assignment; Benefit; Binding Effect. Supplier shall not assign this Agreement, any Rental Schedule, or any obligation or liability, in whole nor in part, without SSPP's prior written consent. Any change in the direct or indirect ownership or control of more than fifty percent (50%) of the outstanding stock or ownership interests of Supplier during any twelve (12) consecutive calendar month period shall be deemed an assignment for purposes of this Agreement. This Agreement (including all Rental Schedules) shall inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective successors and permitted assigns. Supplier shall not sell, lease, transfer, assign, or convey in any manner the supplier number created by SSPP and given to Supplier. By signing this Agreement, each signatory represents they have the actual authority to bind SSPP and Supplier, respectively. The rights and remedies of each Party are cumulative and, not exclusive of, any rights or remedies which that Party would

otherwise have at law or in equity. No third-party beneficiaries are created by this Agreement or any Rental Schedule, except for the indemnified parties. To the extent allowed by law, if any provision of this Agreement or any Rental Schedule is determined by law to be unenforceable, the remainder may be enforced.

14. Governing Law. This Agreement, all Rental Schedules, and any and all related disputes, shall be governed by, enforced and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws thereof.

15. No Business Expectation; Competitive Services. Except as otherwise provided in a duly executed Rental Schedule, SSPP has no obligation and makes no promise to lease any minimum amount of Equipment from Supplier. No person has authority to make any representations or promises to Supplier on SSPP's behalf about any expected or possible level of business with Supplier or about SSPP's intentions or expectations regarding any present or future business with Supplier. Any expenditures, investments, or commitments Supplier makes in reliance on future business from SSPP pursuant to this Agreement or otherwise are done at Supplier's own risk and without any obligation whatsoever on the part of SSPP. Supplier shall provide the Equipment to SSPP on a non-exclusive basis and SSPP retains the right to contract with third parties, including competitors of Supplier operating in the same market, for the same or similar Equipment that is specified in a Rental Schedule.

16. Survival of Provisions. The expiration or termination of this Agreement or any Rental Schedule shall not affect the provisions, and the associated rights and obligations, which either: (i) by their terms state or evidence the intent of the Parties that the provisions survive expiration or termination, or (ii) must survive to give effect to the provisions.

17. Non-Waiver. If either Party fails to give notice or enforce any right under this Agreement or any Rental Schedule, the failure shall not constitute a waiver of the right, unless the Parties reduce the waiver to writing and the waiving Party signs the writing. If a Party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.

18. Force Majeure. If any place of business or other premises of SSPP or Supplier is affected by lockouts, strikes, riots, war, acts of terrorism, fire, civil insurrection, flood, earthquake, acts of God, or any other events beyond that Party's control (but not including market fluctuations other than those caused by reason of the foregoing), which might reasonably tend to impede or delay the performance of the obligations of the Parties, the Party so impacted may, at its option, cancel all or any part of the applicable Rental Schedule by giving prompt written notice to the other Party. Notwithstanding the foregoing, Supplier shall be paid for any and all rental fees and damages to Supplier's equipment incurred during any such Force Majeure event.

19. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Entire Agreement. This Agreement, along with all Addendums, Rental Schedules, and any Exhibits contain the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Agreement (including the Addendums, Rental Schedules, and Exhibits) alone sets forth the terms on which the Parties have mutually agreed. The terms of this Agreement or any Rental Schedule may only be modified or amended by a written agreement signed by authorized representatives of SSPP and Supplier.