

IN THE COUNTY OF COOK, STATE OF ILLINOIS

 ~ -0.0000000

County of Marion

		`	86305588
In the Matter Of:		<u>,</u>	
MORROW CRANE CO., INC.,) NOTICE, CLAIM AND STATEMENT OF LIEN	
	Lien-claimant,) NO:	
w. e. o'neil constr	uction co.,	<i>)</i> } }	
6	Defendant.	,))	
STATE OF OREGON)	•	

Before the undersigned Notary Public for the State of Oregon appeared Michael Mills, who was duly sworn as to the following statement of lien:

I am the Attorney-in-Fact for lien claimant, Morrow Crane Co., Inc., P. O. Box 3306, Salem, Oregon 97302 (hereafter referred to as "Morrow"). In accordance with a contract between Morrow and W. E. O'Neil Construction Co., 2751 N. Cylbourn, Chicago, Illinois 60614, (as original contractor), Morrow did provide the following stated items to said Defendant and claims a lien against the improvement and the real property upon which said improvement is located, as is required for the convenient use and occupation of said improvement. A copy of said contract is a trached hereto and incorporated herein by reference.

The description of the property upon which the in povement is located is:

Commonly known as: Plaza Towers, 800 Plaza Drive, Schaumburg, Illinois, and legally described as follows:

That part of Lot 6, lying South of the following described line:

Commencing at the Southwest corner of said Lot 6; thence North P degrees 25 minutes 37 seconds East along the West line of said lot, a distance of 729.00 feet to the point of beginning; thence South 89 degrees 30 minutes 26 seconds East along a line drawn perpendicularly to the East line of said lot, a distance of 199.61 feet; thence South 44 degrees 30 minutes 26 seconds East 112.50 feet; thence North 45 degrees 29 minutes 34 seconds East 67.50 feet; thence South 44 degrees 30 minutes 26 seconds East 81.65 feet; thence North 45 degrees 29 minutes 34 seconds East 5.41 feet; thence South 89 degrees 30 minutes 26 seconds East 16.38 feet; thence North 45 degrees 29 minutes 34 seconds East 58.84 feet to the point of inter-section with the aforesaid line drawn perpendicularly to the East line of said Lot 6 and passing through the hereinabove designated point of beginning; thence South 89 degrees 30 minutes 26 seconds East along said perpendicular line, 128.00 feet to the

1 - Notice, Claim and Statement of Lien / Lien No. 5

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East line of said Lot 6, in Anderson's Woodfield Park, being a Subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS COMMERIAL PROPERTY AND HAS NEVER BEEN THE HOMESTEAD OF DEFENDANTS, AND NONE OF DEFENDANTS OR MEMBERS OF THEIR FAMILY RESIDE UPON THE DESCRIBED PROPERTY.

The items which were incorporated and used in the construction of the improvement and provided by Morrow Crane are:

A. Lien collection costs and expenses, the reasonable and agreed value of which is \$500.00, of which \$-0- has been paid, leaving a balance of \$500.00, after deduction of fit credits and offsets due the Defendant(s). Morrow Crane claims a lien against the property described in the sum of \$500.00.

Morrow provided the items as set forth above on or about June 4, 1985, and provided the last of the items no later than April 22, 1986. Construction of the improvement is not yet completed.

The owner or reputed owner of the described property is (are) Plaza Towers I, Limited Partnership, 800 Plaza Plaza Drive, Schaumburg, Illinois, and defendant(s) and owner(s) at all times had knowledge of Morrow's items provided to the improvement.

In addition to the amount claimed as a lien stated above, Morrow Crane claims a lien in the amount of recording fees for this claim of lien.

I am authorized to make this notice, stelement and claim of lien on behalf of Morrow Crane. I am personally aware of the facts as set forth herein and make this statement with knowledge of the penalty for perjury. This statement is true and correct to the best of my knowledge.

Dated this 17th day of July, 1986.

morrow crane (1), inc

Michael Mills, Attorney-in-Fact

On the above date, before me appeared Michael Mills, known to me to be the Attorney-in-Fact of lien claimant Morrow Crane Co., Inc., and subscribed and swore to the foregoing Notice, Claim and Statement of Lien.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

GERBRAL CONTRACTORS
INCLESCURIN AVE. CINCAGO ILL SOLIA
ANDA CODE 212: 221 4811 JUL 0 1 1965

ITEM OF WORK Control No. 2320-1.206

MORROWTORAN grooment is entered into on the

- day of DUNE

Morrow Crave Co. Inc. Po Box 2306 Saley, Ore 91302

(the "Supplier"), an independent supplier, and W.E. O'NEIL CONSTRUCTION COMPANY, an Illinois corporation (the "Contractor"), as a

WHEREAS, the Contractor and the Owner have entered into a Principal Contract, which includes an agreement to undertake and complete construction (the "Project"); and

WHEREAS, the Contractor has awarded this Material Contract to Supplier and Supplier has agreed to enter into this Agreement.

NOW. THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained. Supplier and Contractor agree as follows: Supplier shall perform in a good and substitutial manner using materials of the quality specified and the highest quality workmanship the following Work:

- TOWER CRANE RENTAL

 STANDARD

 A. Furnish and deliver one 200HC Liebherr tower crane with 158 feet of JIB, 300 feet of mast under the hook, adequate hook and power cable for the project. The crane shall be supplied with a top climber and chae with sufficient standard tie in collars and struts.
- B. The minimum rental period will be for five months at \$10,600.00 a month.
- C. Rental includes 2 days of free torque wrench use during erection of the crane. Two days free technical assistance during erection, including all necessary tools and equipment.
- D. Crane to be on site between July 1, and July 5, 1985; rent to commence on date of delivery; however, at O'Neil's option delivery may be delayed four weeks. Rental will start no later than July 31, 1985. Waiting time not to exceed 3 hour per truck; truck arrivals to be staggered. O Neil to give Morrow minimum 5 day notice prior to desired deliver;.
- E. Second shift work will be billed at 50% the normal monthly rental rate. All hours in excess of 180 hr/mo all be billed at 50% the pro-rata hourly rental of the first 180 hours.
- F. Power and boist cable must be returned in serviceable condition free of abusive damage.
- G. The anchorage for the tower crane will be billed rt a cost of \$4,100.00 F.O.B. jobsite, and shall be delivered from to delivery of crane as required by W. E. O'Neil.
- H. Top climber and three (3) standard tower sections to We supplied when required on one truck.
- I. Freight to jobsite to be lump sum \$8,500.60 if any; and, \$3,200.00 lump sum out. Lessee shall be responsible for unload at job site and load out at job site only. Loading and unloading to be accomplished as per Paragraph D above.
- J. The terms and conditions of exhibits A and B are incorporated herein by reference.

All in strict accordance with Specifications prepared by Otis Associates, Inc. Dated April 15, 1985, and Drawings: but only to the extent to which they are applicable to the work of this Agreement.

Al-1, A2-1/A2-2, A3-1/A3-8, A4-1/A4-11, A5-1/A5-8, A6-1/A6-4 Dated 4/15/85 Architectural

SO-1, S1-1/S1-7, S2-1/S2-2, S3-1/S3-3, S4-1/S4-3 Structural

Dated 4/30/85

Civil C2-1, C3-1/C3-2, C4-1, C5/C7 Dated 5/9/85 Plumbing P-1, P-10 Dated 4/15/85

Fire Protection FP-8, FP-9, FP-11 Dated 4/15/85

Mechanical M-1/M-9 Dated 4/15/85

Plumbing, Fire
Protection
Electrical
Electrical/

Mechanical

PFP-2/PFP-7 Dated 4/15/85 E-1/E-4, E-8/E-17 Dated 4/15/85

E-5/M-10 thru E-7/M-12 Dated 4/15/85

K. Modifications other than those enumerated above to manufacturers standard equipment, if any, shall be at Contractors cost. Any costs incurred by Supplier in order for Supplier to comply with contract conditions between Owner and Contractor shall be additional to this contract (Reference Article II).

Tim

- L. Morrow extends no warranties express or implied, of mechantability fitness for a particular purpose, design, materials or otherwise except as set forth immediately below:
 - The described equipment if erected, maintained and operated in accordance with manufacturers recommendations; and
 - 2. Situated on the project site as indicated by suppliers drawings; or such revision thereto as may be mutually agreed to by Contractor and Supplier.
 - 3. Shall perform these tasks customarily associated with the construction work required of projects similar to the project described in the plans and specifications.
 - As limited to the mage/facturer's literature concerning load, reach, height and other performance characteristics.

M. IT Shall be Couranceoris Responsibility to Erect, Jump AND Dismente Crave.

N. The amounts listed in Items B, G and I all include State sales tax.

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Jan Hale

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ACCEPTANCE OF CONTRACT. ARTICLE I. This Material Contract is accepted when signed by Supplier and by W.E. O'Neil Construction Company as Contractor or by partial or complete performance under this Contract. The terms set forth herein are a complete statement of this Agreement and shall supersede and shall not be interpreted by any reference to any previous proposal, document or understanding, written or oral, or other agreement except as specifically provided in this Agreement. Acceptance of this Agreement is limited to the terms hereof

their

Contractor and Supplier have an independent contractor status in relation to each other. As an experting their Each has sole is control over the means, methods, and safety by which the Collicion and control or the caption of the colligation when equipment is safety by which the colligation and control or the other party.

SUPPLIER'S OBLIGATIONS TO THE OWNER AND ARCHITECT. ARTICLE II, Supplier shall perform the Work and his obligations under this Agreement in accordance with and subject to the provisions of the Principal Contract. Supplier expressly agrees that if the Principal Contract imposes any obligation on the Contractor in connection with the performance of the Work, Supplier hereby assumes such obligations and shall perform the same to the full extent that the Principal Contract requires of the Contractor. The Contractor that the

sme rights and remedies against Supriles with screens to grain objections as the Construction from the Contractor.

Supplier shall complete the Work to the following the World and remembers and Owner's decision (or as otherwise provided in the Principal Contract) as to the meaning of the plans and specifications shall be final. The Contractor, Owner an Architect shall have the right to inspect and test the Work at reasonable times. But only to the extent same are apple

to the work of this agreement.

TERMS OF PAYMENT ARTICLE III. A. If the Supplier is making satisfactory progress with the Work (in the Contractor's onable quinles), is not in default under this Agreement, and compiler with the Payment Procedures, and if four only as the sweet theth the Contractor has received payment from the Owner for outh Work, then progress payments shall be made to the Supplier within five days of the data than are received from the Switch the summer that he without from each parties payment a received the received terms of the Principal Consesse (See also Esperional Farmant Terms Else where)

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The Minimum Pays and procedures shall include

B. in the 20th of each month, Supplier will furnish Contractor at our field office with three (3) copies of its billing for work accomplished during the price ding month. As a minimum, this billing must set feeth the information req ii. A Sworn Statement & Contractor to Owner (The Afficavit) in the form of Exhibit 2. The Afficavit shall be substantiated with

ridence satisfactory to the Contractor that the Supplier has paid his obligations relating to the Work; and

Three (3) copies of partial vivaivers of lien, cumulative to date, by Supplier, his suppliers, subcontractors and materialmen in the form indicated by Exhibit 3, to be unificed to the Contractor at the time of payment.

All "Cost Plus" billings must be deligited as to material, labor, equipment and subcontractor charges and substantiated by copies of invoices, certified payrolls, and by signed cickets for labor and equipment charges. These billings are to be part of Supplie iequestad ravisiono da Suppli pris contract prica ara not to ba includad in its billings until Supplies racali ed Change Craise in accordance with Artifile L. The Change Order is to be billed on the next regular billing date to the extent the elicanged-

Final Payment will consist of the unpaid barance of the Contract Price, which decretarnoge Gentracter has applied to care any default. The tim : for Final Payment shall not occur until the Work has been wher has paid the Contractor the cultim balance of the amount relating to the Work, and the Supplier has delivered to ---the Contractor.

A final billing and an Affidavit in the form indicate it? Par. B of this Article:

Complete and final waivers of lien, in the form indic, ... Uby Exhibit 4, satisfactory to the Contractor, by the Supplier, his suppliers, subcontractors and materialmen, for all liens which are in any way related to the Work; and

-Guarantees required by Article XII or the Principal Cont. act and all operating inserrtifications, or the line which, if required by the Principal Contract is to be provided as part of the

Supplier shall keep the property supplied or upon which work is performed free of any claim or lien.

bose procedures are the minimum conditions which shall be met prior to any payment. In addition, Supplier agrees so con additional providures required by the Principal Contract or Con. To Tone Busings Day SCHEDULING. ARTICLE IV. Supplier shall commence within 647 of notice by Contractor

appropriate action to service and repair equipment and put equipment back into service as quickly as is reasonably possible.

CANCELLATION. ARTICLE V. If the Principal Contract is terminated by the Owner, or propess is delayed due to conditions which the Contractor cannot control, the Contractor may cancel this Agreement without any liability to Supplier. Supplier will be entitled to payment for his work in the amount approved and accepted by the Contractor and On not and accepted by the Contractor and On the Assistant To MINIMUM & CUTAL PROVISIONS ELSEWHERE.

SUPPLY BOND, ARTICLE VI. If requested, Supplier shall furnish a Supply Bond (Exhibit 5) with it surely acceptable to Contractor. If a bond is requested, an amount equal to the premium for the bond shall be added to Supplier's context price and bioding decuments call for such a bond. Supply bond not required.

SUPPLESSON OF DATA ARTICLE UT Supplies shall take all field to drawings, certifications and the contractor may request to detail and illustrate the Work

Supplier, at its own expense, shall perform all tests required to the opinion of the Architect for the proper completion of the Work. If the Principal Contract requires that tests be performed by an independent laboratory. Experier than pay for such tests: Supplier shall be reimbursed for such tests only to the extent provided in the Princip of

COMPLIANCE WITH LAWS. ARTICLE VIIL Supplier, at his own expense, shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements applicable to the Work and concerning, but not limited to the Occupational Safety and Health Act, Workmen's Compensation, Occupational Disease, Unemployment, Social Security, permit restrictions, the Civil Rights Act, and Executive Orders thereunder prohibiting discrimination because of age, sex, race or national origin.

بعجفنا بالمفتصيحة وحنجتن especie challettain all parents favo HERMITS. TANES AND FEES. ARTICLE IX Supplies ++ Lis bonds and inspection fees that this Agreement or local, state or federal governments require for undertaking the Work. Supplier shall pay all sales, use, occupational, excise, transportation, F.I.C.A. and any other taxes applicable to this Agreement.

CHANGES IN WORK. ARTICLE X. The Contractor may, before the completion of the Work, order any change with the Work whether such changes increase or diminish the amount to be done. Such changes may only be made upon the issuance with Contractor of a Change Order or a written notice to proceed. No additional compensation or no adjustment to the Contract Price or time allowed for performance of the Work shall be made except by Change Order.

Within fourteen days for such lesser time as may other size be directed) of notice to Supplier of the contemplated change to the Work, Supplier shall submit an estimate of the change to the Contract Process and duration which would be required should the changes contemplated be ordered. The method by which adjustment to Contract Processall be determined (unless otherwise specified in the Principal Contract) in order of precedence shall be

Unit Prices, if any.

Lump sum estimates, indicating the estimated hours and costs of labor, the anticipated sort of material, equipment, transpor-R tation, sub-subcontracting, inswence, fringe benefits, and taxes, less the value of work omitted. To this shall be added an agreed overhead and profit

C. If an agreement can be reached. Supplier shall keep a separate reto. I of all reasonable costs directly incurred in Action mance of the changed work. The Contractor shall be notified, in writing, of the amounts of labor, materials and equipment expended. No Changes,

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1 2 3	Supplier, his employees, agents and representatives MUST WEAR HARD HATS AT ALL TIMES while on the project site. Supplier shall	1 2 3	
4 5	or property from the Work arising out of this Agreement. Supplier shall furnish the Contractor two (2) contes of the written accident report within three (3) days of the injury or damage.	4 5	
1 2 3 4 5	his work against defects in material > diec workmanship for one (1) year for such longer period required in the Trincipal Contract) from the	1 2 3 4 5	
1 2 3 4 5	providing that the policy(s) may not be changed or cancelled without thirty days prior written notice to the Contractor and if the Contractor requests, shall name Contractor, Owner and Architect as additional insured parties. Should Supplier fail to submit the certificates required, the Contractor may take such steps it deems necessary to provide proper protection and charge all costs to Supplier. Unless otherwise stipulated in the Principal Contract or this Agreement, the minimum limits on coverage shall be:	5 6	
7 8 9 10	A. Workmen's Compensation and Occupational Disease-Statutory. At CONTRACTORS COST and OPTION B. Employer's Liability-\$500,000 (Coverage B). C. Comprehensive General Liability including blanket (bread form) contractual liability coverage - Bodily Injury: \$1,000,000 each person, \$1,000,000 each occurrence, \$500,000 aggregate.	7 & 9 10	
11 12 13	D. Automobile Liabi'ity for claims arising out of the ownership, maintenance, or use of owned and non-owned vehicles—Bodily Injury: \$500,000 each person, \$1,000,000 each occurrence: Property Damage: \$500,000 each occurrence. Supplier arrees to indemnify and hold harmless the Contractor, O viv r and Architect, their officers, agents and employees from all losses, damages, costs or injuries, including	11 12 13	
14 15 16 17 18 19	incur, and agrees upon demand to felend any action or proceeding which may be brought against Contractor. Owner and Architect, their officers, agents and employees betalso of personal injury or death of any persons whomsoever, or property damage to any persons or organizations whatsoever, arising out of folion any way connected with the performance of Work related to this Agreement. Contractor shall have the right to withhold from any payments due or to become due to Supplier an amount sufficient in its judgment to indemnify it and its officers, agents and employees from any loss, damage, cost or injury, including legal fees, judgments and decrees. Contractor may require	14 15 16 17 16 19	
21 22	in the foregoing is intended as an agreement of nemnity of his narmless Contractor. Owner and Architect, their officers, agents and	21 22	
2 3 4 5		2 3 4 5	
6 7 8 9	iii. Supplier shall become insolvent, or there shall be fi to against him proceedings for bankruptcy, reorganization, dissolution, receivership or similiar federal or state law. B. If any event of default occurs, then the Contractor may at any time elect any or all of the following remedies upon a ARCHI. Order Supplier to immediately comply with any conditions or terms of this Agreement.	- ~ ~	
10 11 12 13	ii. Order Supplier to take back any defective work or materials and to replace such work or materials with satisfactory work or materials. iii. Accept any defective work or materials and reduce the Contract Price. iv. Accept any defective work of Supplier's duties at Supplier's expense.	10 11. *; 12 13	
14 15 16 17	Refuse to make any payments to Supplier for Work performed until the event of default ceases. vi. Upon two (2) business days' written notice to Supplier, terminate this Agreement and cover for or finish the Work by whatever means which the Contractor, in his sole discretion, may choose. G. If the Contractor terminates this Agreement, the Contractor shall have no obligation to pay for any Work performed after the Contractor terminates this Agreement, the Contractor shall have no obligation to pay for any Work performed after the Contractor terminates this Agreement, the Contractor shall have no obligation to pay for any Work performed after the Contractor terminates this Agreement.	14 15 16 17	
18 19 20 21 22 23 24	termination, and will have no obligation to make any further payments to Supplier for work performed before such termination until the Project has been completed, accepted by the Owner, the Contractor has received full payment so the Project from the Owner, and the Contractor determines to his satisfaction that potential costs and claims relating to the recomment of the Work have been satisfied. Such payments to the Supplier shall be reduced by the amount due to the Contractor enter the terms of this Agreement. The Contractor's choice of remedy shall not operate to waite any other rights provided be reduced or the law against supplier or his surety. D. Upon demand, Supplier shall immediately pay all direct or indirect losses, damagree and cross, including all administrative costs and attarneys' fees incurred by the Contractor in connection with any default or good faith exercise of any organization Supplier's default. If	16 19 20 21 22 23 24	
25 26 1 2 3	Supplier does not pay the costs immediately, the Contractor may withhold all costs from any payments of the Contract rine. An itemized mant of nucleosis shall be prime facine avidence of Supplier's liability. AllSCELLANEOUS PROVISIONS, ARTICLE XV. A. No active, failure to act or delay by the Contractor shall on titute a waiver of future performance of any power or right under the Agreement, except to the extent the Contractor specifically via eq in writing. No payment made under this Agreement shall be evidence of the performance of the Work or shall be construed to be an accordance of defective work or improper materials.	25 26305 26 205	
5 6 7 8 9 10	B. No amendment to this Agreement shall modify this Agreement unless it is in writing and signed by both Contractor and Supplier. This agreement shall be governed by the laws of the State of Illinois. C. No provisions of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third party beneficiary of any part of this Agreement. D. Supplier shall not assign this Agreement or any payments due him under this Agreement, without the Contractor's prior written consent. Any such assignment without consent shall be null and void. No Subcontract or assignment shall relieve the Supplier from the obligation of Dis Agreement.		
	IN WITNESS WHEREOF, the parties hereto have executed this Material Contract as of the day and year first above written. Witness Date W.E. O'NEIL CONSTRUCTION COMPANY		
	General Contractor 6-5 Roult 6/27/87 By FITCH		
/	Witness Date		
0	L Ma Swint Girls Throng Com. C. Sur-		
	In Call College (124)	95	

862-2515 Hire LEGAL

MORROW CRANE CO., INC.
HEADQUARTERS: P.O. BOX 3306 • SALEM, OREGON 97302, USA
(503) 585-5721 TELEX 360-864

Lease No. Date June 3, 1985

EQUIPMENT LE	ASE AGREEMENT
MORROW CRANE CO., INC., (hereinafter "Morrow	") leases to:
Mame: W. E. O'Neil Construction Co.	(herein after "Lessee")
Mailing Address: 2751 N. Clybourn Avenue,	Chicago, IL 60614
under book of 163 and a final book heigh	with 158 of jib, for a free standing height at of 300 feet power cable and wire rope to powerator cabin, 108 HP drive system hydraulic puired standard tie ins and struts.
FIA	(hereinaller "equipment")
for use at the following designated location:	County Cook
counterclaim at Morrow's office as set forth above order. The rental rate is based on 180 hours of u provated hourly basis, if the use is greater. Two provided all such will be due as additional rental provided all such will be due as additional rental and the second all such as a second and such as the second and such as the second and such as the second and s	
Minimum Rental Period:	months, based on 30 calendar days per month. Designated Return Card: Chicago
All delivery charges plus 15% will be paid by Lesses	
Rental Shall Begin Upon the Initial Shipment of the Not-Ester Than the Minimum Rentel Start Sale W Upon Return of All Equipment to Designated Retur	equipment from designated dalitic y yard to Lessee, But higher, 13, and Shall End on Yard, Haulage at Lessee's Cost of Risk.
Chicago yard \$3,200 lump sum. Morrow will up to two (2) free normal working days, litools, torque wrench at no charge for ere	e for a lump sum of \$8,500 requir FRT to Horroll furnish a service technician for election for hours total, travel time, services vehicle, ection. Service charges will be billed local tion anchors assemblies for \$4,100.00. Horrows.
Not Binding on Morrow Unless Countersigned By M This Lease, Including Those Terms on Reverse Sid	torrow Corporate Officer. Lessee Has Read All Terms of le, and Agrees to Said Terms in Their Entirety.
LESSEE	MORROW CRANE CO., INC.
W. E. O'Neil Construction Company	By:Saint Representative
By:	Ву:
By:	Date:, 19
Date:, 19	/)
\$4.330.994	Im The

GENERAL TERMS OF THE LEASE

1. Erection, Climbar and Dismantlement: Lessee will load, traight, unload, erect climb and dismantle the equipment at its expense and riskor Morrow has the option of included a servicement for technical assistance duting the erection, climbing or dismantlement and in the service of the equipment. Livine, thall pay Morrow's bublished rates for technical assistance and service colls so furnished by Morrow's bublished rates for technical assistance and service colls so furnished by Morrow's half pay Morrow's published rates for technical assistance and service colls so furnished by Morrow and the paid by Lessee in addition to the agreed lump sum amount. Excer As or Example 1 for the Excer As or Example 1 for the Excer As or Example 1 for the Excertance in the Excertance I for the Excertance I for the Excertance I for the Exception, Maintenance and Repair, Return: Lessee will employ at its own expense competent personnel to coerate and maintain the equipment in strict accounts as with the manufacturer's operation manuals (which Lessee agrees to return upon termination of lease) and loading specifications. Lessee will exertate, service, maintain and repair the equipment at its own expense and keep it in good working order. Lessee shall immediately not by Additional to the equipment without the prior written consent of Morrow. Morrow may, for the equipment. Lessee shall prompted in the equipment in the same reasonable times enter upon any job building or piace where the equipment is located, tessee shall return the equipment in the same condition as received, with component is similarly assembled, without concrete splatter and with a useable houst line on cranes. Morrow shall notify Lessee after the return of the equipment of any necessary repairs to the equipment and Lessee shall promptly make such repairs or shall reimburse. Morrow for such repairs at Morrow's published rates of produced for the equipment and Lessee shall promptly make such repairs or shall reimburse.

Warranty, Inspection: Morrow warrants thir equipment will be delivered in Detailing condition. This warranty is expressly conditioned upon Lessee inspecting the equipment and notifying Morrow in writing, within the control of any defects discovered. Morrow's sole responsibility under the above warranty, shall be, at its option, to either repair or replace any component which is determined to not be in working order upon delivery of the equipment, and provided Lessee has reported same to Morrow in writing as required, and Morrow has, upon inspection, found such components to be defective. This warranty obes to notice the cost of labor for remoral or replacement, which, soles participatement, which, soles participatement, and provided Lessee has reported working in cost of labor for remoral or replacement, which, soles participated products or parts shall become Morrow's property. The above aziranty is contingent upon proper use of the equipment and within a apply if adjustment, repair or participatement is required because of accident neglect misuse; improper handling, operation or mair renance unusual physical stress or weather conditions.

MORROW IS-NOT THE MANUFACTURER OF THE EQUIPMENT, MORROW ISTENDS NO WARRANTICS, EXPRESS OF MARTING, OF MARTINGS TO A PARTICIPATION OF MARTINGS AND ARTICLE AND A PARTICIPATION OF MARTINGS AND ARTICLE AND A PARTICIPATION OF MARTINGS AND ARTICLE AND AND ARTICLE AND A

MORROW IS NOT THE MANUFACTURER OF THE ECLIVIENT, MORROW CATERIOS AS MARRANTICS, EXPRESS OF INVITED OF MERCHANTAULITY, THESE PARTY OF THE PROPERTY OF THE COLOR OF STREAMS. SEED AS SET FORTH IN THE LEASE FARTY OF THE PARTY OF THE COLOR OF THE EQUIPMENT BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE OF EQUIPMENT IN THE INCONVENIENCE, LOSS OF PROFIT, OR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT OR SERVICING OF THE EQUIPMENT, NEGLIG INC. BREACH OF WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED BY DELAY IN THE DELIVERY OF THE EQUIPMENT FOR ANY REASON WHATSOEVER;

4. Indemnity, Usualges: Lessee shall be responsible for any and all loss, of and/or damage to the equipment from any and every cause which shall continue in full force and effect. Lessee shall indemnity and used Marrow harmiess from any and all labelity arising out of the possession, use, operation, maintenance, erection, dismanlling, loading, unicaring, delivery, return of the equipment and/or any other action or failure to act by the Lessee, its agents or employes, or for any other reason, whatsoever. also see u

5. Insurance: Lossee at its expense shall keep the equipment insured against all risk and loss or damage from every cause whatsbever for the value of the equipment, and shall carry public liability insurance with limits of not lety than: \$5,00,000 for injury or death per occurrence and/or aggregate, and \$500,000 for property damage, deductible not to exceed \$10,000 kit such insurance shall be in form and with companies satisfactory to Morrow. All such insurance politics shall have morrow as Applicable that insured. Lessee shall deriver to Morrow prior to shipment the policies of insurance or certificates thereof. All such politics shall be price if y coverage and endorsed to provide that Morrow shall be given thurty (30) days prior written notice of the alteration or cancellation of any suck policy. In the case of cases is failure to procue or maintain said insurance, Morrow shall have the right, but shall not be obligated, to effect suck it surance. In that event, all monves spent by Morrow in effecting same shall be deemed additional rental, and shall be immediately paid by lessee to Morrow. Lessee agrees to release Morrow from any claim which Lessee or insurance company may have against Morrow for any loss, curvered by this insurance.

Default: Lessee shall not use the equipment if Lessee is in default under this or any other lease/sail, agrirmment with Morrow more than thirty [30] days on any payment for rental, service or parts and still interest in a production of the construction of the constr

7. Title: Title to the equipment at all times shall remain in Morrow's name, and Lessee shall protect the title. Lessee shall pay all levies, attachments, liens, encumbrances, personal properly tax fon a pro-rata monthly basis regardless of assessment date; and other charges. If Morrow pays any such charges, they shall be added to rental payments and paid by Lessee, he assignment of subjecting shall be made without Morrow's prior written consent. Lessee shall execute all security filings and documents as required by Morrow and post a payment or performance bond at Morrow's option AND GOST. FERSONABLY

Cancellation: If Lessee cancels this agreement. Lessee agrees to pay as liquidated gamages a minimum of two (2) months rental but not more than the minimum rental term trus costs and damages. Should Lessee delay taking delivery within thirty (30) days after the stated approximate delivery date, Morrow, at its option, may terminate this contract without liability.

nical Assistance: The terms and conditions hereof shall apply to any technical assistance or service work performed by Morrow or parts supplied by Monow

supplied by Monow.

Description of the highest legal (21), which are due to Morrow under this agreement or have been advanced by Morrow on behalf of Lesser, shall be deemed additional rental and are due **med-elsy Interest at two percent (2%) per month or the highest legal (21), whichever is less, will be thus as additional rental on all invoice amounts outstanding over thirty (30) days.

11. Entire Agreement All prior representations and proposals, if any, are superseded by this agreement which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties. If this agreement becomes attached with Lessee's purchase order, all terms of the purchase order are hereby acknowledged to be social unless specifically agreed by addendum and signed by Morrow corporate officer.

i2. Applicable Laws: If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict liberewith, but without invalidating the remaining provisions hereof. For the sole purpose of resolving any problem of conflict of laws with respect to filing or recording hereof, it is declared and agreed that this instrument shall be deemed to be executed, completed and effective when his equipment is received at the address at which it is to be located, and that questions of filing or recording shall be determined by the law of such place. In all other respects this agreement shall be governed by and construed according to the laws of the State of Grand-Tins contract shall be binding upon the hers, administrators, legal representatives and successors of themselves. The paragraph captions provided herein are metery for convenience and shall not be construed to limit or otherwise modify terms hereof.

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