

LEASE AGREEMENT FOR 80-130 TOWER CRANE

This equipment lease ("Lease") dated as of February 12, 2026, is entered into by and between Rent-A-Crane, LLC, an Illinois construction equipment leasing company with a principal place of business at 1234 Main Highway, Lake Villa, IL, 60046 ("Lessor") and Move the Earth, Inc., an Illinois construction company with a principal place of business at 125 S. Clark St., Chicago, IL 60607 ("Lessee"). Lessor and Lessee may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain equipment described herein, all on the following terms and conditions:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

SECTION 1. DESCRIPTION OF EQUIPMENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following equipment ("Equipment"):

Equipment Type: 80-130 Tower Crane

VIN #: 2365987QWERTA45

Note for client to confirm dates:
Instructions say six months, May 1 – Sept 31; this only covers a five-month term, AND there are only 30 days in September

SECTION 2. LEASE TERM



The period of this Lease is six (6) months, beginning on May 1, 2026, and ending on _____, 2026.

SECTION 3. RENT

3.1 Monthly Rent

In consideration of the lease of the Equipment, Lessee shall pay to Lessor monthly rent in the amount of fifteen thousand U.S. Dollars and no/100 (\$15,000.00) ("Monthly Rent").

3.2 Payment Schedule

The first full months' rent shall be due and payable on or before the start date of this Lease term. Each subsequent installment of Monthly Rent shall be due and payable in advance on the fifth (5th) day of each calendar month during the Lease term.



Rent Payment Schedule--confirm with client, is the first month's rent payment due on the fifth before the term begins (April 5th); we can then be specific in 3.2 of first payment due date.

3.3 Late Fees and Interest

Any payment of Monthly Rent, or any sum due hereunder, not received by Lessor within five (5) days of its due date shall be subject to a late administrative fee of five percent (5%) of the overdue amount. Additionally, any such past-due amounts shall bear interest from the date due until paid at the lower of (i) two percent (2%) per month; or (ii) the maximum rate permitted by applicable law.

SECTION 4. SECURITY DEPOSIT

In addition to the rent paid pursuant to §3 above, prior to the start date of this Lease Term, Lessee shall pay to Lessor as security for the performance of Lessee's obligations hereunder the equivalence of two (2) months' rent in the sum of thirty thousand U.S. Dollars and no/100 (\$30,000.00). Lessor may, but shall not be required to, use the security deposit to pay all amounts that Lessee is required to pay under this lease but fails to do so. Upon termination of this Lease, Lessee shall receive any part of such deposit that has not been applied by Lessor in accordance with this Section, within thirty (30) days after the end of the lease term, without interest, provided the equipment is returned without damage.

SECTION 5. PLACE OF PAYMENT

All rent and other payments made pursuant to this Lease shall be made at the address of Lessor indicated herein or at such other address as shall be designated from time to time by Lessor in writing to Lessee.

SECTION 6. DELIVERY; ACCEPTANCE OF EQUIPMENT; RETURN OF EQUIPMENT

6.1 Delivery of Equipment

Lessor shall deliver Equipment to Lessee at 540 W. 35th Street, Chicago, IL, 60616, on the start date of lease term, May 1, 2026.

6.2 Acceptance of Equipment

Lessee's receipt of the Equipment shall constitute acceptance thereof unless Lessee, within three (3) business days after receipt of the Equipment, shall provide Lessor with written notice specifying any material defect therein. By acceptance of the Equipment, Lessee waives any defense, setoff, or counterclaim that it may have against Lessor relating to or arising out of the Equipment.

SECTION 7. LOCATION; IDENTIFICATION OF EQUIPMENT

7.1 Location for Use

Lessee shall not remove, nor permit the removal of, the Equipment from the designated site of use and delivery at 540 W. 35th Street, Chicago, IL, 60616, without the prior express written consent of Lessor. Lessee shall not cause nor permit the Equipment to be affixed or attached to real estate so as to cause the Equipment to be deemed a fixture.

7.2 Identification of Equipment

In the event that Lessor, at any time during the term of this Lease, provides Lessee with any tags or other markers identifying Lessor as the owner or lessor of the Equipment, Lessee shall properly and promptly affix such tags or markers and prominently display them on the Equipment during the term of this Lease. Lessee shall not cover or remove any serial numbers, insignia, or other identification marking existing on the Equipment.

SECTION 8. LESSEE'S CARE OF EQUIPMENT; USE AND RESTRICTIONS

8.1 Care of Equipment; Adherence to Regulations

Lessee agrees to (i) use the Equipment in a careful and prudent manner in the regular course of its business; and (ii) comply with all rules, regulations, laws, and ordinances and any and all insurance provisions applicable to Lessee's use, maintenance, or possession of the Equipment. Lessee, without the prior written consent of Lessor, shall not make any modifications, additions, or alterations to the Equipment. Any and all such modifications, additions, and alterations shall belong to and become Lessor's property and be subject to the provisions of this Lease.

8.2 Qualified Operators Only

Lessee agrees that the Equipment shall be operated only by properly trained and authorized employees of Lessee, licensed as Certified Crane Operator(s). Lessee shall provide to Lessor proof of certification for their operators prior to beginning of Lease term.

SECTION 9. MAINTENANCE; REPAIR

Lessee, at its own cost and expense, shall (i) maintain the Equipment in good condition and working order as when delivered, ordinary and reasonable wear and tear excepted; and (ii) furnish any and all mechanisms and parts needed to maintain the Equipment in good working order. Lessee shall carefully maintain any and all manuals and operating instructions provided by Lessor and return such to Lessor upon expiration or termination of this Lease.

SECTION 10. LESSOR'S RIGHT TO INSPECT

Lessee shall permit and facilitate the inspection of the Equipment and Lessee's records relating thereto at any reasonable time or times by Lessor.

SECTION 11. RETURN OF EQUIPMENT

Upon expiration or termination of this Lease, Lessee shall, at its own cost and expense, return the Equipment to Lessor at its address indicated herein or at such other address as Lessor may designate, within seventy-two (72) hours of such expiration or termination. The Equipment shall be returned in good repair, excepting ordinary wear and tear resulting from its proper use.

SECTION 12. RENEWAL OPTION

Lessor hereby grants to Lessee the option to renew the Lease for two (2) terms of six (6) months each. Such right shall be exercisable by Lessee giving Lessor written notice of its intent to renew at least thirty (30) days prior to the expiration of the original term of the Lease or any renewal term thereof. The right of Lessee to exercise this option under this Section shall be conditioned on Lessee's complete performance of all its obligations under this Lease or under any renewal of the Lease (if applicable) including, without limitation, the payment of rent in full as specified hereunder. The rent in effect during any renewal period shall be increased three percent (3%) over the rent previously in effect.

SECTION 13. OPTION TO PURCHASE EQUIPMENT

Lessor hereby grants to Lessee the option to purchase the Equipment upon the expiration of the original lease term or any renewal term thereof. Such right shall be exercisable by Lessee giving Lessor written notice thereof at least forty-five (45) days prior to the expiration of the original lease term or any renewal term thereof. The purchase right shall be conditioned upon Lessee's complete performance of all its obligations under the lease including, without limitation, the payment of rent in full as specified hereunder. The option purchase price of the Equipment shall be seven hundred and fifty thousand U.S. Dollars and no/100 (\$750,000.00), paid in full, payable by ACH or wire transfer to the account specified by Lessor upon notice of Lessee's intent to purchase. Lessee shall be solely responsible for the payment of any and all sales, use, occupation, and income taxes applicable with respect to the sale of the Equipment. Within thirty (30) days of payment in full of the option purchase price and all such applicable taxes, this Lease will terminate and Lessor shall transfer to Lessee all of Lessor's right, title, interest in, to, and under the Equipment.

SECTION 14. OWNERSHIP AND STATUS OF EQUIPMENT

Other than the Option to Purchase set forth in §13 of this agreement, the Equipment is and shall at all times remain, the sole personal property of Lessor. Lessee shall hold or possess no right, title, or interest in, to, or under the Equipment except the right to use the same as specifically described in the provisions of this Lease agreement.

SECTION 15. LOSS AND DAMAGES

Lessee hereby assumes all risk of loss, theft, damage, or destruction to the Equipment from any cause whatsoever. No such loss, theft, damage, or destruction shall affect any obligation of Lessee under the Lease, which will continue in full force and effect, except as expressly provided below. In the event of any such loss, theft, damage, or destruction of the Equipment, Lessee shall immediately give Lessor written notice thereof and the facts relative thereto, and shall, at the sole option of Lessor, do the following:

- (i) promptly repair such equipment;
- (ii) promptly replace such Equipment with like equipment in good repair and working order, with approval of such replacement at the sole discretion of Lessor, and which equipment shall become subject to the provisions of this Lease; or
- (iii) promptly pay to Lessor the value of the Equipment to the full extent of Lessor's interest in the Equipment, including any residual interest of Lessor in the Equipment.

The value to be paid to Lessor pursuant to Subsection (iii) above shall be the value of such Equipment as is reasonably established by Lessor from time to time. Upon Lessor's receipt of indemnification from Lessee pursuant to Subsection (iii) above, this Lease shall terminate with respect to the Equipment for which Lessor has received indemnification. Lessor may, at its option, terminate this Lease with respect to any remaining Equipment. Lessee agrees to provide Lessor with prompt written notice of the loss, theft, damage, or destruction of any Equipment, including, without limitation, all of the facts relevant thereto, and shall provide assistance to Lessor in investigating such loss, theft, damage, or destruction and in recovering damages from any and all third parties who may have any liability with respect thereto.

SECTION 16. INSURANCE

16.1 Coverage Requirements.

Lessee, at its own cost and expense, shall obtain and maintain full-risk coverage insurance for the Equipment in such amounts and with such coverages against risks as Lessor shall from time to time require. Such insurance shall be maintained with a carrier or carrier acceptable to Lessor.

16.2 Loss Payee and Endorsements

All such insurance shall:

- (i) name Lessor as an "additional insured";
- (ii) name Lessor as the "Loss Payee" as its interests may appear;
- (iii) contain a Standard or Lender's Loss Payable Endorsement in favor of Lessor, providing that the coverage with respect to Lessor shall not be forfeited or suspended as a result of any act, default, or breach by Lessee; and
- (iv) provide that the policy cannot be canceled or modified without at least thirty (30) days' prior written notice to Lessor.

16.3 Evidence of Insurance

Before the Equipment is delivered by Lessor to Lessee, Lessee must present to Lessor a valid insurance binder or certificate of insurance evidencing the coverage required herein. From time to time as requested by Lessor, Lessee shall deliver further evidence, satisfactory to Lessor, of continued maintenance of such insurance.

16.4 Default and Remedy

In the event that Lessee fails to maintain the insurance required herein, or if such insurance is canceled or expires during the Lease term, Lessee shall immediately return the Equipment, as indicated in §11 above.

SECTION 17. TAXES AND FEES

Lessee shall be responsible for payment of all sales, use, occupation, income, property, and other taxes, license fees, and other assessments imposed with respect to the Equipment, except for any taxes imposed with respect to the net income of Lessor. Lessee agrees that, without the prior express written consent of Lessor, it will not claim on behalf of Lessee or Lessor any immunity from taxation predicated on the tax-exempt status, if any, of Lessee.

SECTION 18. LIENS

Lessee hereby agrees to keep the Equipment free and clear of all liens, claims and encumbrances.

SECTION 19. INDEMNIFICATION BY LESSEE

Lessee hereby agrees to indemnify and hold harmless Lessor from and against any and all actions, claims, damages, judgments, costs, and expenses (including, without limitation, attorneys' fees) resulting from or relating to Lessee's use, possession, or maintenance of the Equipment or the breach by Lessee of any provision of this Lease, except to the extent caused by Lessor's gross negligence or willful misconduct.

SECTION 20. LIMITATION OF WARRANTIES

LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OF WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED BY THE EQUIPMENT OR ANY DEFECT OR INADEQUACY THEREOF.

SECTION 21. EVENTS OF DEFAULT

For the purposes of this Lease, the occurrence of any of the following shall constitute an "Event of Default" under this Lease:

- (i) the failure of Lessee to pay rent or any other sum due under this Lease for a period of fifteen (15) days following the date such sum is due;
- (ii) Lessee's failure to perform any of its other obligations or covenants under this Lease, provided such failure is not cured within fifteen (15) days following Lessor's written notice thereof;
- (iii) any affirmative act of insolvency by Lessee including, without limitation, the making of an assignment for the benefit of creditors or the filing by Lessee of any petition under any bankruptcy, insolvency, reorganization, or moratorium law;
- (iv) the filing of any involuntary petition against Lessee under any bankruptcy or insolvency law, or the appointment of any trustee or receiver with respect to Lessee or a substantial portion of Lessee's property, provided such petition or appointment is consented to or acquiesced in by Lessee or remains undismissed for thirty (30) days; or
- (v) any material adverse change in the condition of Lessee.

SECTION 22. REMEDIES UPON DEFAULT

Upon the occurrence of any one or more of the Events of Default per §21 of this agreement, Lessor may, without notice to or demand on Lessee, do any of the following:

- (i) repossess the Equipment and re-lease all or any portion of the Equipment to any person or entity selected by Lessor;
- (ii) repossess the Equipment and sell all or any portion of the Equipment at a public or private sale; or
- (iii) accelerate the payments due under this Lease, including any renewal terms, and demand the total.

In the event that Lessor takes the action in §22(i), §22(ii), or §22(iii) above, this lease shall immediately terminate. Upon such termination, Lessee shall immediately pay Lessor the amount by which (i) the total unpaid rent and other outstanding obligations of Lessee under this Lease (including accrued interest thereon calculated at the highest rate allowed by law), plus all costs and expenses incurred by Lessor in connection with Lessee's default (including without limitation, reasonable attorneys' fees and other costs incurred by Lessor in repossessing, repairing, storing, re-leasing, and selling the Equipment; exceeds (ii) the aggregate rent to be received by Lessor from any third party for the balance of this Lease or the purchase price of the Equipment, as the case may be.

SECTION 23. CUMULATIVE REMEDIES

All rights and remedies are cumulative, and the exercise of any right or remedy provided hereunder shall be without prejudice to the right to exercise any other right or remedy provided hereunder, by law or equity.

SECTION 24. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance (except payment obligations) due to events beyond reasonable control, including acts of God, natural disasters, fire, flood, earthquake, explosion, war, terrorism, government actions or restrictions, labor disputes, pandemics, supply chain disruptions, port congestion, embargoes, or transportation failures beyond the Parties' control (each a 'Force Majeure Event').

If such event occurs, the affected party shall provide written notice to the other party as soon as practicable, specifying the nature of the event, its expected duration, and the steps being taken to mitigate its impact. The affected party's obligations shall be suspended for the duration of the Force Majeure Event, provided that it makes reasonable efforts to resume performance as soon as possible.

If the Force Majeure Event continues for more than sixty (60) days, either Party may terminate this Agreement without liability by providing written notice to the other party. Such termination shall not affect any rights or obligations accrued prior to the Force Majeure Event.

SECTION 25. WAIVER

No waiver of any default hereunder by a party shall operate as a waiver of any continuing or subsequent default. Any forbearance to act shall not be construed as a waiver of any right or remedy hereunder. To be effective, any and all waivers shall be in writing and specifically state what is being waived thereby.

SECTION 26. SEVERABILITY

The invalidity or unenforceability of any provision of this Lease shall not affect, impair, or render unenforceable any other provision hereof. It is intended that each provision herein that is invalid or unenforceable as written be valid and enforceable to the fullest extent possible.

SECTION 27. ASSIGNMENT

Lessee, without the prior written consent of Lessor, shall not do any of the following: (i) sell, transfer, assign, pledge, or hypothecate the Lease or any of the Equipment; (ii) allow any of the Equipment to be used by any person or entity other than Lessee or any of Lessee's employees; or (iii) sublet any of the Equipment. Lessor may, without notice to Lessee, at any time assign this

Lease or grant a security interest in this Lease or the Equipment. In such event, Lessor's assignee or secured party shall have all of Lessor's rights under this Lease and may reassign this Lease or its security interest without prior notice to Lessee. Subject to the above terms, the provisions of this Lease shall be binding on and inured to the benefit of the respective successors, assigns, and personal representatives to the parties hereto.

SECTION 28. NOTICES

Each notice, consent, request, or other communication required or permitted by this Lease shall be in writing (unless otherwise specifically provided hereunder) and shall be deemed "given" to a party:

- (i) when delivered by hand to such party;
- (ii) on the fifth (5th) day after deposit in the U.S. mail, postage prepaid and certified, return receipt requested, addressed to the party to which it is to be given at the address set forth below;
- (iii) on the date sent, if sent by telex, facsimile transmission, email, or other electronic transmission (provided confirmatory notice is sent by first-class mail, postage prepaid, to such party at the address set forth below); or
- (iv) on the second (2nd) day after proper and timely deposit, freight prepaid, with a nationally recognized next-day delivery service providing next-day service to the location of the recipient, if sent to such party at the address set forth below:

If to Lessor: 1234 Main Highway, Lake Villa, IL, 60046.

If to Lessee: 125 S. Clark St., Chicago, IL, 60607.

Any party at any time may change the address at which such party is to be given notice by giving notice of such party's new address to the other party in the foregoing manner.

SECTION 29. CAPTIONS

Captions are for convenience only and are not to be construed as substantive parts of this Lease.

SECTION 30. GOVERNING LAW; VENUE

This Lease shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles, and the venue for any dispute arising under this agreement shall be the 19th Judicial Circuit Court, located at 18 N. County St., Waukegan, IL, 60085.

SECTION 31. ENTIRE AGREEMENT

This Lease, which includes any schedules or the like attached hereto, sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter

hereof. No party shall be bound by any amendment to this Lease unless any such amendment shall be signed by the party to be bound.

SECTION 32. COUNTERPARTS; ELECTRONIC TRANSMISSION

This Lease and any schedules or other documents relating hereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document. Receipt of an executed signature by facsimile or other electronic transmission shall constitute effective delivery thereof.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

LESSOR:

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

By: _____

Print Name: _____

Title: _____

Date: _____