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ROBICHAUX EQUIPMENT, INC.



Mailing Address: 120 Dean Court, Houma, LA 70363
 Shipping Address: 120 Dean Court, Houma, LA 70363
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Contractors • Equipment • Sales • Rentals • Trades • Appraisals • Liquidations

BARE LEASE AGREEMENT

This lease made at Houma, Louisiana, this _____ day of _____ between Robichaux Equipment, Inc. hereinafter called the "Lessor", and _____ of 50 Concord Road, Houma, LA 70360 hereinafter called the "Lessee", witnesseth, that the Lessor hereby lets, leases, and rents unto the Lessee the following machinery and/ or equipment:

Bucyrus Erie 30B s/n 128698
Rated 50 Tons
w/ 100' boom
Load block

Insurance Value \$145,000.00

This unit is not equipped with Anti Two Blocking warning or accident prevention device.

No man basket, personnel handling, or duty cycle work allowed.

Rental is to be at the rate of \$ _____ /day \$ _____ /per week \$ _____ /per month **PLUS ALL APPLICABLE TAXES, STATE AND LOCAL** rentals chargeable from date equipment is loaded at Lessor's warehouse or shipping point at 120 Dean Court, Houma, LA 70363 and rental charges shall continue to the date of return of equipment to Lessor's warehouse or designated shipping point, (except that in the case of shipments by public carrier, the rental period shall be from date of bill-of-lading to date of bill-of-lading), this rental period to be not less than _____. The rental for the first month or portion thereof or for any other shorter time period in the event the lease is for less than a month shall be paid in advance upon the execution of this agreement. Unless otherwise specified all other RENTALS shall be payable in advance on the first day of each month during the term of the lease. Should the rental or any part thereof be unpaid when due, Lessee shall pay to Lessor interest on such arrears at the rate of eighteen (18%) percent per annum from date due until paid. This interest shall be in addition to any other remedies Lessor may have against Lessee for default in payment of rent.

Delivery of equipment is to be made to you on or about _____ to be picked up by _____ for use at their jobsite.

Transportation Charges: The Lessee hereby contracts and agrees to pay all transportation charges to the place where the said machinery and/or equipment is to be used and return therefrom, and agrees to give one week's notice in advance, in writing, to the Lessor, prior to the return of the same, so that the Lessor may have the opportunity to inspect the same and give shipping instructions, whereupon the Lessee will, at his, her, or its own expense, ship the same to the place designated by said Lessor, freight prepaid, it being understood, however, that if the Lessee is directed to ship said equipment to a place other than the place of its original shipment, the Lessor shall allow a credit for any freight charges in excess of the freight charge to said original place of shipment.

It is understood and agreed by and between the parties hereto that if the Lessee shall hold said machinery and/or equipment beyond the period of the term hereby created, with or without the consent of the Lessor, the holding thereof is to be construed as a renewal of the lease agreement on the same terms and conditions less and except that the term shall be from month to month (or such other term as agreed in writing) subject to termination by either party upon giving written notice more than ten (10) days prior to the expiration of the then monthly period.

Lessee agrees that upon the occurrence of any default in the performance of Lessee's obligations hereunder, including, but not limited to, the obligation to pay rentals, maintain the equipment and provide and maintain the required insurance, Lessor shall have the right, at its option, but shall not be obligated, to do any one or more of the following: (1) In addition to the right granted herein, and by law, to sequester the leased property upon the Lessee's failure to surrender it or the Lessee's voluntary surrender of the leased property, the Lessor may sue for and the Lessee hereby specifically agrees and consents to the payment of all of the rentals then due, plus any and all future rentals under the lease contract; (2) The Lessor may sue for, and the Lessee agrees to pay an amount in liquidated damages equal to the amount of the rent thereafter accruing under the lease contract from the time of default until the termination of the lease agreement, had the Lessee not defaulted in or breached the performance of the lease agreement; (3) Lessor may institute any rule or proceeding for sequestration, or seizure of the leased equipment, or take possession of any and all of the equipment, wherever it may be located, without demand or notice, with or without any court order or other process of law, and without incurring any liability to the Lessee for any damages occasioned by such taking of possession; (4) Lessor may terminate this lease as to any or all terms of equipment; (5) If lessor elects to terminate this lease as to any or all items of equipment, to recover from Lessee as to each item subject to termination the worth at the time of termination, of the excess, if any, the amount of rent reserved herein for that item for the balance of the term hereof over the then reasonable rental value of the item for the same period of time; (6) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

Notwithstanding any action taken by Lessor including taking possession of any or all of the equipment, Lessee shall remain liable for the full performance of all its obligations hereunder.

Any tax, ad valorem, sales, or use tax assigned or levied to the said machinery and/or equipment or lease shall be the sole responsibility of the Lessee.

In additional, Lessee shall pay to Lessor all costs and expenses incurred by Lessor in exercising any to its rights or remedies hereunder including the payment of reasonable attorney fees and all expenses of repossession, storing, shipping, and repairing the equipment.

The Lessor reserves the right to inspect the said machinery and/or equipment from time to time and to cause any repairs to be made which the Lessor may deem proper and the said Lessor reserves the right if in the Lessor's opinion this equipment is being damaged in excess of ordinary wear and tear, to terminate the lease and take possession of the same upon twenty-four (24) hours' notice.

Notices: All notices or other documents under this lease shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

Non-Waiver: No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Governing Law: This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

This writing contains the entire agreement between the parties hereto, and any representation or agreement not contained herein shall be of no force or effect whatsoever.

In Witness whereof the parties have signed this agreement the day and year first above written.

Witness:

Lessor:
Robichaux Equipment, Inc.

BY: _____

D. Paul Robichaux

Lessee:

Witness:

BY: _____

CAIRO MARINE SERVICE, INC.
CERTIFICATE OF UNIT TEST AND/OR EXAMINATION
OF CRANE, DERRICK, OR OTHER MATERIAL HANDLING DEVICE

GENERAL INDUSTRY CONSTRUCTION
OTHER

Initial 07/07/2011

Although inspection of this particular crane is not mandatory under provisions of 29 CFR Part 1919, this particular crane conforms with standards as set forth by ANSI B30.5

This certificate is issued only by persons who are under current accreditation by the Occupational Safety and Health Administration under the provisions of 29 CFR Part 1919.

Certificate No. 699-11-07

1. Owner Robicheaux Equipment, Inc. 120 Dean Court Houma, LA 70363

2. Description (check): Crane Derrick — Other (describe) _____
Location: (a) Remains at worksite — (b) Changes worksite

Houma, LA

If crane, type (truck, rail, etc.): Crawler

Manufacturer Bucyrus Erie Model 30B Super Serial No. 128698

If derrick, describe: _____

Owner's identification, if any: _____

3. Service status at time of survey (check) : Lifting Clamshell — Magnet —

Other, describe. _____

4. Boom at time of survey (except bridge cranes): Length Main Hoist 80' Type Steel Truss with Angular Chords and Lacings

5. Test loads applied (cross out if only examination conducted):

Radius	Proof Loads	Rated Loads
<u>25'</u>	<u>64,350 pounds</u>	<u>58,500 pounds</u>
<u>40'</u>	<u>24,200 pounds</u>	<u>22,000 pounds</u>
<u>70'</u>	<u>11,100 pounds</u>	<u>10,100 pounds</u>

Means of application of proof load: Deadweight

Basis for assigned load ratings: Manufacturer's Load Rating Chart

6. Remarks and/or limitations imposed: Refer to the back of the Certificate.

7. Load indicating or limiting device (check): Fitted — Not fitted Accuracy _____

I confirm that on the 7th day of July, 2011, the above described device was (tested and examined) (examined) by the undersigned or his authorized representative; that said (test and examination) (examination) met in all respects with the requirements of the above mentioned standard and that any deficiencies considered to constitute and unsatisfactory condition have been corrected.

Name and address of accredited or otherwise authorized organization making the test and/or examination: Cairo Marine Service, Inc.
P.O. Box 620 Jackson, Missouri 63755-0620

Name and address of authorized person carrying out the test and/or examination: Don C Armand 42431 Oaklawn Drive
Hammond, Louisiana 70403

Position of signatory in the organization making the test and/or examination:
President/ CEO

Signature

Date July 18, 2011

Owner's Copy

CAIRO MARINE SERVICE, INC.

MARINE SURVEYORS/CRANE INSPECTORS

Main Office

Jackson, Missouri (573) 243-6772

TYPE OF INSP. Initial Cert No 699-11-07

MODEL 30B Super

MFG. Bucyrus Erie

S/N. 128698

INSP. DATE 07/07/2011 EXP. 07/2012

ACCREDITATION BY U.S. DEPT. OF LABOR, OSHA
UNDER THE REGULATIONS OF TITLE 29 CFR 1919



30-B SUPER CRAWLER CRANE CAPACITY PLATE

Boom Length	Radius	Capacity	Capacity	Capacity	
40	10	81	45'-0"	*100,000	*100,000
	12	78	44'-6"	*100,000	*100,000
	15	74	43'-9"	83,400	* 90,000
	20	66	42'-0"	52,600	59,600
	25	58	39'-6"	38,200	43,200
	30	49	35'-9"	29,800	33,700
50	35	39	30'-9"	24,300	27,600
	40	26	22'-9"	20,400	23,200
	12	81	54'-9"	*100,000	*100,000
	15	77	54'-3"	83,200	* 88,300
60	20	71	52'-9"	52,300	59,300
	25	65	50'-9"	37,900	42,900
	30	59	48'-0"	29,500	33,400
	40	44	40'-0"	20,100	22,900
	50	23	25'-0"	15,000	17,000
	15	79	64'-6"	83,000	* 86,000
70	20	75	63'-3"	52,200	59,100
	25	70	61'-6"	37,700	42,700
	30	64	59'-6"	29,300	33,200
	40	53	51'-6"	19,900	22,600
	50	40	44'-0"	14,800	16,800
	60	21	27'-0"	11,600	13,200
80	20	77	73'-6"	51,900	58,800
	25	73	72'-3"	37,400	42,400
	30	68	70'-6"	29,000	32,900
	40	59	65'-6"	19,600	22,300
	50	49	58'-3"	14,500	16,500
	60	37	47'-6"	11,300	12,900
90	70	19	28'-9"	9,100	10,400
	20	78	83'-9"	51,700	58,500
	25	75	82'-6"	37,200	42,100
	30	71	81'-0"	28,800	32,600
	40	63	76'-9"	19,400	22,000
	50	53	70'-9"	14,300	16,200
100	60	46	62'-6"	11,100	12,600
	70	34	50'-6"	8,900	10,100
	20	80	94'-0"	51,500	58,200
	25	77	93'-0"	36,900	41,800
	30	73	91'-6"	28,500	32,300
	40	66	88'-0"	19,100	21,700
110	50	59	82'-9"	14,000	15,900
	60	52	75'-9"	10,800	12,300
	70	43	66'-6"	8,600	9,800
	80	32	53'-6"	7,000	8,000
	25	78	103'-3"	36,700	41,600
	30	75	102'-0"	28,300	32,000
120	40	69	98'-9"	18,900	21,400
	50	63	94'-3"	13,800	15,600
	60	56	88'-3"	10,600	12,000
	70	49	80'-6"	8,400	9,500
	80	41	70'-6"	6,800	7,700
	90	31	56'-6"	5,600	6,300
130	25	79	113'-3"	36,500	41,300
	30	76	112'-3"	28,000	31,800
	40	71	109'-3"	18,600	21,100
	50	65	105'-3"	13,500	15,300
	60	59	100'-0"	10,300	11,700
	70	53	93'-6"	8,100	9,200
140	80	46	85'-0"	6,500	7,400
	90	39	74'-0"	5,300	6,000
	100	29	59'-0"	4,300	4,900
	25	80	123'-6"	36,300	* 36,300
	30	77	122'-6"	27,800	31,500
	40	71	119'-9"	18,400	20,900
150	50	67	116'-3"	13,300	15,100
	60	62	111'-6"	10,100	11,400
	70	57	105'-6"	7,900	8,900
	80	51	98'-3"	6,300	7,100
	90	44	89'-0"	5,100	5,700
	100	37	77'-6"	4,100	4,600
160	110	28	61'-9"	3,300	3,800
	30	78	123'-9"	* 27,600	* 27,600
	40	74	130'-3"	18,100	20,600
	50	69	127'-0"	13,000	14,800
	60	64	122'-9"	9,800	11,100
	70	59	117'-6"	7,600	8,600
170	80	54	110'-9"	6,000	6,800
	90	49	103'-0"	4,800	5,400
	100	42	93'-0"	3,800	4,300
	110	35	80'-9"	3,000	3,400
	120	27	64'-0"	2,400	2,700

CRANE SERVICE

Loads shown in table are for general crane service with the machine on firm level ground. Mast and pendant suspension is required for all booms. Booms can be raised to 82° maximum angle.

RECOMMENDED HOIST TACKLE

Loads over	13,000	26,000	39,000	52,000	65,000
Parts of line	2	3	4	5	6

Deduct weight of hook block, hooks and slings from listed loads:

- 20 Ton Single Sheave Swivel Hook Block weighs 390 lbs.
- 35 Ton Double Sheave Swivel Hook Block weighs 580 lbs.
- 50 Ton Triple Sheave Swivel Hook Block weighs 1050 lbs.
- 5 Ton Weighted Hook weighs 220 lbs.

JIBS

Use jibs for lifting crane service only. Allowable loads on main boom sheave, when jib is attached, must be reduced as follows:

- 10 ft. Jib 1300 lbs.
- 20 ft. Jib 1600 lbs.
- 30 ft. Jib 1800 lbs.
- 40 ft. Jib 2100 lbs.

Maximum length of boom to which a jib may be attached is 130 ft.

For maximum allowable jib loads refer to notes A and B, but do not exceed the following tabulated loads:

- A. When mounted on booms 40 ft. - 100 ft. the allowable load over the jib sheave, at any radius from centerline of rotation of machine, is the same load that may be lifted over the boom sheave (without jib) with boom lowered to that radius, but not to exceed the loads specified.
- B. When mounted on booms 110 ft. - 130 ft. the allowable load over the jib sheave, at any radius from centerline of rotation of machine, is two-thirds (2/3) of the same load that may be lifted over the boom sheave (without jib) with boom lowered to that radius, but not to exceed the loads specified.

Jib Offset* In Degrees	10 ft. Jib	20 ft. Jib	30 ft. Jib	40 ft. Jib
0	10,000	10,000	10,000	7,000
15	10,000	10,000	10,000	7,000
30	10,000	10,000	10,000	7,000
45	10,000	10,000	7,000	5,000

*Maximum offset (angular) from centerline of boom to centerline of jib.

GENERAL

Maximum booms and boom-jib combinations that can be lifted off the ground unassisted are:

BUTT SPICED BOOMS		Booms With Jibs
Over Side	130 ft.	120 ft. + 40 ft.
Over End	130 ft.	120 ft. + 40 ft.
		130 ft. + 30 ft.
PIN CONNECTED BOOMS		Booms With Jibs
Over Side	130 ft.	110 ft. + 40 ft.
Over End	130 ft.	110 ft. + 40 ft.
		120 ft. + 30 ft.

120 ft. of boom with 1050 lbs. hook block is the maximum boom that can be propelled with the boom point below cab height.

DRAGLINE - CLAMSHELL SERVICE

Maximum length of boom for bucket service is 60 ft.

Recommended maximum allowable loads for general dragline service are those shown in Column No. 3, but not to exceed 10,000 lbs. for weight of bucket and contents.

The above ratings apply only to machines that are level and standing on hard level uniform supporting surfaces. Loads must be freely suspended. The radii specified are loaded radii. Ratings include blocks, hooks, slings or other equipment.