UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2025

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-43062

EquipmentShare.com Inc

(Exact Name of Registrant as Specified in Its Charter)

Texas	**47-2405753**
(State of Incorporation)	(I.R.S. Employer Identification No.)

5710 Bull Run Dr
Columbia, Missouri, 65201
(573) 299-5222

(Address, including Zip Code, and telephone number, including area code, of registrant's principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.00000125 par value	EQPT	The Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☐ Yes ☒ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days ☐ Yes ☒ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☐
Non - Accelerated Filer	☒	Smaller Reporting Company	☐
Emerging Growth Company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report ☐ Yes ☒ No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). ☐ Yes ☒ No

The registrant was not a public company as of June 30, 2025, the last business day of its most recently completed second fiscal quarter, and therefore, cannot calculate the aggregate market value of its voting and non-voting common equity held by non-affiliates as of such date. The registrant’s common stock began trading on the Nasdaq Global Select Market on January 23, 2026.

As of February 28, 2026, the registrant had 228,478,203 shares of Class A common stock outstanding and 37,568,944 shares of Class B common stock outstanding.

Documents incorporated by reference:

Portions of the registrant's Definitive Proxy Statement for its 2026 Annual Meeting of Stockholders are incorporated by reference into Part III, Items 10-14 of this Annual Report on Form 10-K. The registrant’s Definitive Proxy Statement will be filed with the Securities and Exchange Commission within 120 days after the end of fiscal year 2025.

TABLE OF CONTENTS

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (the "2025 Form 10-K") of EquipmentShare.com Inc ("EquipmentShare" or the "Company") and the documents incorporated by reference contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Private Securities Litigation Reform Act of 1995. Forward-looking statements generally relate to future events or our expected future financial or operating performance. Such statements can be identified by the use of forward-looking terminology such as "believe," "expect," "may," "will," "should," "seek," "on-track," "plan," "project," "forecast," "intend" or "anticipate," or the negative thereof or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from historical experience or our present expectations.

Important factors that could cause our actual results to differ materially from those indicated in the forward-looking statements include, but are not limited to, the following:

- The construction equipment rental industry is highly competitive, and competitive pressures could lead to a decrease in our market share or in the prices that we can charge;
- Our dependence on relationships with certain suppliers to obtain equipment for our business;
- Our innovative capital-light fleet growth model (the "OWN Program") subjects us to a number of risks, many of which are beyond our control;
- Our suppliers of new equipment may appoint additional distributors, sell directly to our customers or unilaterally terminate our distribution agreements with them, any of which could have a material adverse effect on our equipment sales due to a loss of such sales;
- Our ability to effectively manage our workforce and operations, which have grown substantially since our inception, and we expect will continue to do so in the future;
- We may not be able to facilitate our growth strategy by identifying and opening attractive new branch locations, which could limit our revenues and profitability;
- We may encounter substantial competition or other difficulties in our efforts to expand our operations;
- A decline in construction and industrial activities, a downturn in the economy in general or other macroeconomic or environmental factors could lead to decreased demand for our equipment, depressed equipment rental rates and lower equipment sales prices;
- Disruptions in our supply chain could result in adverse effects on our results of operations and financial performance;
- Our ability to collect on contracts with customers;
- Conditions that adversely affect related parties with which we have entered into equipment sale and rental arrangements;
- Our reliance upon communications networks and centralized information technology systems and the concentration of our systems which creates or increases risks for us, such as the risk of the misuse or theft of information, including personal information;
- Our cloud-based platform ("T3") is highly technical, and any prolonged undetected errors could adversely affect our business;
- Our reliance on third parties maintaining open marketplaces to distribute our T3 platform and to provide the software we use in certain of our products and offerings;

- The dependence of our business upon the interoperability of our T3 platform across devices, operating systems, and third-party applications that we do not control;
- Trends in oil and natural gas prices, which could adversely affect the level of exploration, development and production activity of certain of our customers and the demand for our services, and products;
- Risks related to heightened inflation, recessionary conditions, and financial and capital market disruptions that may adversely impact business conditions, the availability of credit and access to capital;
- Fluctuations in fuel costs or reduced supplies of fuel, which could harm our business; and
- Our exposure to a variety of claims and losses arising from our operations, which our insurance may not cover all or any portion of such claims.

The foregoing factors should not be construed as exhaustive and should be read together with the other cautionary statements included in this 2025 Form 10-K. If one or more events related to these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may differ materially from what we anticipate. Many of the important factors that will determine these results are beyond our ability to control or predict. Accordingly, you should not place undue reliance on any such forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this 2025 Form 10-K. Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements.

The forward-looking statements made in this 2025 Form 10-K relate only to events as of the date on which the statements are made. We are under no duty to update any of these forward-looking statements after the date of this 2025 Form 10-K to conform our prior statements to actual results or revised expectations or the occurrence of unanticipated events, except as required by law.

You should note that we may announce material information to our investors using our investor relations website (https://ir.equipmentshare.com/), filings with the Securities and Exchange Commission (the "SEC"), press releases, public conference calls and webcasts. We use these channels, as well as social media, to communicate with our investors. It is possible that the information that we post on these channels could be deemed to be material information. We therefore encourage investors to visit these websites from time to time. The information contained on such websites and social media posts is not incorporated by reference into this filing. We have included our investor relations website address only as an inactive textual reference for convenience and do not intend it to be an active link to our website.

See the section titled "Risk Factors" for a discussion of certain factors that could cause actual results to differ materially from those expressed in our forward-looking statements. Additional factors that could cause results or performance to differ materially from those expressed in our forward-looking statements are detailed in other filings we may make with SEC, copies of which are available at no charge. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this 2025 Form 10-K. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

PART I

EquipmentShare.com Inc and subsidiaries ("EquipmentShare" or the "Company") was organized in 2014 and commenced operations on January 1, 2015. Effective June 30, 2025, EquipmentShare.com Inc changed its jurisdiction of incorporation from the state of Delaware to the state of Texas. As used in this report, unless otherwise indicated or the context otherwise requires, "EquipmentShare," the "Company," "we," "us," and similar terms refer to EquipmentShare.com Inc and its consolidated subsidiaries.

Item 1. Business

Overview

EquipmentShare is a vertically integrated platform that combines proprietary technology, a connected equipment fleet, and a nationwide footprint to serve the construction industry. More than a rental company, EquipmentShare delivers jobsite visibility and control through its cloud-based platform ("T3"), which integrates embedded telematics hardware, software applications, and real-time data to support both customers and internal operations. The T3 platform is original equipment manufacturer ("OEM")-agnostic and gives us and our rental customers the ability to track mixed fleets, maximize utilization, reduce unplanned downtime, streamline maintenance, and improve jobsite security and operator accountability.

We utilize our proprietary T3 platform in our equipment rental and service operations to manage construction equipment that is owned by the Company, as well as construction equipment that is leased from third party participants in the Company's "OWN Program." Under the OWN Program, participants may purchase from the Company new or used (typically less than four years old) equipment which is fully enabled with T3. Concurrently, the participant and the Company enter into a lease agreement whereby this qualified equipment is placed on our T3 platform, to be rented to third party users. Rental revenue generated from equipment enrolled under the OWN Program is divided and shared between the Company and the owner of the equipment, and for the duration of the arrangement we manage the owner's equipment utilizing the T3 platform. At the end of the sharing period under the OWN Program, we may assist the owner with remarketing services if the equipment is to be sold in the market as used construction equipment. We also offer several add-on services to the owner of the equipment.

In addition to equipment rentals, we also offer complementary products and services, such as equipment parts, supplies, services, and select jobsite support offerings. These products and services are integrated with the T3 platform to support broader jobsite needs as part of our equipment rental and services operations. We offer new and used equipment for sale to customers. Separately, we offer telematics software-as-a-service ("SaaS") subscriptions, supported by embedded telematics hardware to customers who use the digital tools to monitor fleet performance, manage maintenance, and oversee jobsite activity through a single platform. We develop and enhances these tools and services with input from customers. We also retail building materials and hardware supplies to customers.

As of December 31, 2025, the Company had 352 full-service branches, 9 dealership sites, and 24 building materials and hardware retail stores located across 45 states in the U.S. Our full-service, technology-enabled model supports multiple customer touchpoints and allows it to operate a high-quality, diversified rental fleet. Our branch network also serves as an effective distribution channel for fleet disposition and supports related activities including new and used equipment sales, parts, supplies and services. We are an authorized dealer for JLG, Takeuchi, Skyjack, Genie, and other major brands of construction and aerial equipment, and we offer equipment rentals, parts, and services.

Competition

The equipment rental industry in the U.S. is large, fragmented, and highly competitive. As of December 31, 2024, there were more than 9,640 equipment rental providers operating in the U.S., ranging from large national and regional operators to small, independently owned businesses. According to internal estimates based on market data, the five largest rental providers accounted for approximately 36% of North American construction equipment rental revenue in 2024, with the remaining share divided among hundreds of local and specialized firms.

We compete with a wide range of market participants. These include national and regional rental operators with substantial financial and fleet resources; independently owned providers that serve local markets or niche geographies; equipment dealerships that also offer rentals alongside new and used equipment sales; and software or telematics vendors focused on construction asset tracking. While many of these companies compete on fleet availability, price, or regional density, few have made meaningful investments in technology infrastructure or integrated jobsite management solutions.

We believe that competition in our industry is primarily shaped by a provider's ability to deliver availability, pricing, service responsiveness, delivery speed, and technology integration, particularly for customers managing complex or distributed projects. EquipmentShare competes by offering a vertically integrated platform that combines physical scale, digital control, and capital efficiency. Our proprietary T3 software platform is embedded across our rental fleet and operations, enabling real-time visibility into equipment location, health, and usage, predictive maintenance, remote access control, and automated service and dispatch workflows.

Customers

We serve a broad base of customers from local contractors to national construction and industrial firms from our 352 rental branches, 9 dealership sites, and 24 building materials and hardware retail store locations across 45 states. Our focus remains on industrial and non-residential sectors such as infrastructure, manufacturing, and energy, which accounted for 87% of rental revenue for the year ended December 31, 2025.

We are well established in key growth corridors in the United States (the "U.S.") across the Gulf Coast, Southwest, Midwest, and Southeast, with ongoing expansion into underpenetrated regions like the Northeast and West Coast. Many site launches are initiated by national and regional customers seeking consistent access to fleet, service, and T3 capabilities across markets.

Our top five rental customers accounted for only 3.8% of equipment rental and related services revenue during the year ended December 31, 2025, reflecting a highly diversified base. Our T3 platform is embedded in every rental and enables real-time visibility, access control, and utilization insights and underscores our ability to drive deeper customer relationships and recurring spend.

Fleet Sourcing and Equipment Financing

We source our equipment rental fleet from which we support and generate our equipment rental revenue through a combination of equipment that we purchase and own, equipment owned by OWN Program participants and leased by us to be re-rented to our customers in exchange for a share of the rental revenue, and equipment owned by financial institutions and leased by us.

Our primary corporate financing vehicle is our senior secured asset-based lending facility which provides working capital and supports fleet purchases. We also have outstanding second lien secured notes that offer long-term capital to fund growth and operations. In addition, we utilize equipment-specific financing arrangements, including finance leases and secured loans with third-party lenders such as banks and specialty finance providers.

We also use OEM floorplan financing to purchase equipment, primarily for resale at our dealership locations. These arrangements are generally secured by the underlying equipment and offered by manufacturers or their captive finance affiliates.

A significant portion of our rental fleet is deployed through the OWN Program, a capital-efficient arrangement in which third-party investors purchase equipment from us. We operate and service the equipment on our rental platform to be rented to third party customers, while maintaining full control of pricing, customer relationships, and operations. OWN Program participants receive a share of rental revenue, generated from the rental of their equipment, and, in certain arrangements, we retain the right to purchase the equipment at an independently appraised value at the end of the program term. As of December 31, 2025, equipment enrolled under the OWN Program with original equipment cost ("OEC") of approximately $4.9 billion represented approximately 56% of our total rental fleet.

Fleet Composition

As of December 31, 2025, our equipment rental fleet from which we generate our equipment rental revenue consisted of approximately 252,252 units with an OEC of $8.8 billion. Our equipment rental fleet is comprised of equipment that we own, equipment that is leased from OWN Program participants, and equipment under operating leases with financial institutions. As of December 31, 2025, the average age of the fleet was 31 months, which we believe is among the youngest in the industry. A younger fleet supports greater reliability, higher uptime, and lower lifecycle maintenance costs.

The fleet includes a broad range of equipment categories such as telehandlers, excavators, compact track loaders, boom lifts, dozers, scissor lifts, generators, and other project-critical assets. It is sourced from leading OEMs and diversified across asset classes to support a wide range of end markets, including commercial, industrial, and infrastructure construction.

We structure our fleet to reflect the needs of our customers' jobsites. By investing in the types of equipment our customers rely on, we seek to provide comprehensive coverage across their workflows and serve as a full-service partner. Our fleet strategy is informed by real-time insights into customer demand, utilization patterns, and regional activity surfaced through our T3 platform.

We actively monitor performance and rebalance our fleet based on asset-level utilization, service requirements, and shifting regional demand. T3 enables us to redeploy underutilized equipment across markets and allocate new investment toward high-performing asset classes. In recent years, we have expanded our mix of specialty equipment to meet growing demand for advanced solutions on complex jobsites, while maintaining a strong foundation in core rental categories.

Original Equipment Manufacturer Suppliers

We source our rental and resale equipment from a broad range of leading OEMs, including JLG, JCB, John Deere, Komatsu, Hitachi, CASE, Takeuchi, Cummins, Genie, and Toyota. Our fleet spans all major rental equipment categories and includes both general and specialty assets suited to large-scale commercial, industrial, and infrastructure projects.

As a result of our scale and consistent fleet investment, we are one of the largest equipment purchasers in the industry, as evidenced by our equipment spend of $1.8 billion in 2025. We believe our buying power is comparable to the largest rental providers, enabling us to secure competitive pricing, priority allocation of high-demand assets, and consistent delivery across equipment cycles. This purchasing scale provides us with a meaningful advantage in maintaining fleet availability, cost efficiency, and equipment quality across our growing national footprint.

We maintain close relationships with our OEM partners and coordinate regularly on forecasting, delivery logistics, and product support. In many cases, OEMs install T3-compatible tracking devices at the point of manufacture, allowing for seamless integration into our platform and faster deployment. We are committed to strong, long-term partnerships with our OEM suppliers as we continue to scale our fleet and expand our presence across the U.S.

Sales and Marketing

We maintain dedicated sales teams aligned to each of our core revenue streams: equipment rental and related services, equipment sales, equipment parts and supplies and services, telematics and sales of building materials and hardware supplies. This structure enables us to tailor engagement strategies based on customer type and product offering. Our rental sales team serves a broad range of customers, including national, regional, and local contractors. Sales activity is supported by data and insights from our T3 platform, which allows our teams to anticipate equipment needs, recommend solutions, and respond to shifting project requirements.

Our commercial model is designed to support customers in managing fleet deployment, logistics, and operational workflows across complex and distributed jobsites. In addition to rental, we employ specialized teams for equipment sales and T3 software subscriptions. Sales representatives receive regular technical training, including from OEM partners, to maintain product fluency.

We support our sales efforts with targeted marketing across digital, trade, and local channels to drive brand awareness and customer acquisition.

Product Warranties

Product warranties for new equipment sales and parts are typically provided by our OEM partners. The term and scope of these warranties vary greatly by supplier and by product. The OEMs pay us for repairs we perform to equipment under warranty in our territories.

Seasonality

The demand for our construction rental equipment tends to be lower in the winter months, and equipment rental performance will generally correlate to the levels of current construction activities, so the severity of weather conditions can have an impact. Our business, especially in the construction industry, has historically experienced lower levels of business (including lower demand and utilization) from December until late spring, particularly in the northernmost states where we operate, and heightened activity during the third quarter and the fourth quarter until December. The effect of seasonality on our results of operations has increased gradually as we have continued our expansion in the northern U.S.

However, given our geographic concentration in more southern regions of the U.S., seasonality is not as pronounced in our business as compared to some of our national and regional competitors.

Information Technology

Our operations depend on a combination of proprietary systems and third-party infrastructure. T3, our internally developed platform, integrates embedded hardware, cloud software, and data analytics to manage fleet operations, customer workflows, and service delivery. It is designed and maintained by our in-house engineering and product teams. T3 also underpins internal workflows related to dispatch, service coordination, and fleet management.

We use third-party service providers for a range of IT functions, including cloud hosting, data processing, and geospatial visualization. Our T3 platform is designed to be interoperable with a wide range of customer-owned equipment, OEM systems, and mobile operating environments, enabling deployment across mixed fleets and devices.

We license software, technologies, and intellectual property from external vendors, and incorporate open-source software into aspects of our platform. We maintain internal controls to manage compliance with open-source licensing obligations and to safeguard our proprietary source code.

As our platform and customer base grow, we continue to invest in the scalability, reliability, and security of our systems, including internal processes for monitoring risk related to third-party providers and technology dependencies.

Human Capital

Employees

As of December 31, 2025, we employed 8,206 individuals across our 385 operating locations. Our headcount has grown in line with the expansion of our rental footprint and platform services. We believe our relationships with employees are positive and we have not experienced any work stoppages.

A portion of our workforce is subject to collective bargaining agreements. As of December 31, 2025, 28 locations were covered by such agreements, representing approximately 2.8% of our employees.

We continue to invest in workforce development to support our growth and operational capabilities. Employee levels may vary based on business activity, market expansion, or seasonal factors.

Health and Safety

The health and safety of our employees is a core operational focus. We maintain safety protocols and training programs designed to support compliance with applicable laws and to promote safe practices across our branches and jobsites. Our management team regularly reviews safety performance, and safety metrics are included in the evaluation of site and operational leadership. We continue to invest in systems, equipment, and training in an effort to reduce risk and support a safe working environment as our operations scale.

Talent Development and Employee Training

We provide training programs to support employee development, operational readiness, and safety. Our training includes onboarding for new hires, OEM-led equipment instruction, and role-specific learning across rental operations, service, and platform sales. As our footprint has expanded, we have continued to invest in field training resources and internal systems to support consistent execution across branches. In addition, we offer ongoing development opportunities for technical, sales, and leadership roles to support career growth and organizational scalability.

Compensation and Benefits

We are committed to providing competitive compensation and benefits programs for our employees, as we believe competitive compensation arrangements are core to an engaged and productive employee base. We believe our compensation programs align individual compensation with individual and team contributions to both our culture and our performance results.

Environmental and Safety Regulations

Our facilities and operations are subject to numerous national, state and local regulations governing environmental protection and occupational health and safety matters. These laws govern such issues as wastewater, storm water, solid and hazardous wastes and materials, air quality and matters of workplace safety.

For example, the U.S. Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) and comparable state laws impose joint and several liability for the investigation, remediation and monitoring of contamination of hazardous substances that have been released into the environment without regard to fault or the legality of the original conduct on certain classes of persons that contributed to the release. Such liability may extend to current owners and operators of a facility, past owners and operators at the time the hazardous wastes were disposed, generators and parties that arranged for disposal or transport of the hazardous substances, and transporters of hazardous waste. The scope and types of hazardous substances regulated under CERCLA may be revised from time to time and we continue to monitor these and other regulatory developments.

Item 1A. Risk Factors

Our business, results of operations and financial condition are subject to numerous risks and uncertainties. In connection with any investment decision with respect to our securities, you should carefully consider the following risk factors, as well as the other information contained in this report and our other filings with the SEC. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. Should any of these risks materialize, our business, results of operations, financial condition and future prospects could be negatively impacted, which in turn could affect the trading value of our securities.

Risk Factors Summary

The following is a summary of the Risk Factors disclosure in this Item 1A. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below and should be carefully considered, together with other information in this 2025 Form 10-K and our other filings with the SEC, before making an investment decision regarding our securities.

- The construction equipment rental industry is highly competitive, and competitive pressures could lead to a decrease in our market share or in the prices that we can charge;

- Our dependence on relationships with certain suppliers to obtain equipment for our business;
- Our innovative capital-light fleet growth model, the OWN Program, subjects us to a number of risks, many of which are beyond our control;
- Our suppliers of new equipment may appoint additional distributors, sell directly to our customers or unilaterally terminate our distribution agreements with them, any of which could have a material adverse effect on our equipment sales due to a loss of such sales;
- Our ability to effectively manage our workforce and operations, which have grown substantially since our inception, and we expect will continue to do so in the future;
- We may not be able to facilitate our growth strategy by identifying and opening attractive new branch locations, which could limit our revenues and profitability;
- We may encounter substantial competition or other difficulties in our efforts to expand our operations;
- A decline in construction and industrial activities, a downturn in the economy in general or other macroeconomic or environmental factors could lead to decreased demand for our equipment, depressed equipment rental rates and lower equipment sales prices;
- Disruptions in our supply chain could result in adverse effects on our results of operations and financial performance;
- Our ability to collect on contracts with customers;
- Conditions that adversely affect related parties with which we have entered into equipment sale and rental arrangements;
- Our reliance upon communications networks and centralized information technology systems and the concentration of our systems which creates or increases risks for us, such as the risk of the misuse or theft of information, including personal information;
- Our cloud-based platform (“T3”) is highly technical, and any prolonged undetected errors could adversely affect our business;
- Our reliance on third parties maintaining open marketplaces to distribute our T3 platform and to provide the software we use in certain of our products and offerings;
- The dependence of our business upon the interoperability of our T3 platform across devices, operating systems, and third-party applications that we do not control;
- Trends in oil and natural gas prices, which could adversely affect the level of exploration, development and production activity of certain of our customers and the demand for our services, and products;
- Risks related to heightened inflation, recessionary conditions, and financial and capital market disruptions that may adversely impact business conditions, the availability of credit and access to capital;
- Fluctuations in fuel costs or reduced supplies of fuel, which could harm our business; and
- Our exposure to a variety of claims and losses arising from our operations, which our insurance may not cover all or any portion of such claims.

Risks Related to Our Business and Our Industry

The construction equipment rental industry is highly competitive, and competitive pressures could lead to a decrease in our market share or in the prices that we can charge.

The construction equipment rental industry is highly fragmented and competitive. Our competitors include small, independent businesses with one or two rental locations, and regional and national competitors with significant financial resources, and equipment vendors and dealers that both sell and rent equipment directly to customers. We currently face competitive pressure, and may in the future encounter increased competition from existing or new competitors.

We believe that price is an important competitive factor in the construction equipment rental industry. The availability of information on the internet has enabled consumers to more easily compare the rates and services offered by different rental companies. If we were to increase our pricing, our competitors, some of whom may have greater resources and better access to capital or lower fixed operating costs, may seek to compete aggressively on the basis of pricing. In addition, our competitors may reduce prices in order to attempt to gain a competitive advantage, capture market share or compensate for a decline in rental activity. To the extent we do not match or remain within a reasonable competitive margin of our competitors' pricing or if competitive pressures lead us to match any of our competitors' downward pricing, our revenues, margins, and results of operations could be materially adversely affected.

We believe one of our advantages over our competitors is our T3 platform, which has allowed us to reach a broad selection of customers and potential customers, predict regional and local demand, and identify equipment supply opportunities from third-party equipment suppliers. Our competitors have responded to our success by investing in and developing their own proprietary technology platforms. Significant competition may require us to increase spending on our T3 platform and related expenses in order to maintain a competitive edge, which may adversely affect our margins and results of operations.

In addition, the success of our business depends partially on our ability to remain competitive by identifying and responding promptly to evolving trends in equipment rental preferences, expectations and needs while also managing appropriate equipment in our branches and maintaining an excellent customer experience. Although our T3 platform assists us in predicting such trends, it is difficult to consistently predict the equipment and services our current and future customers will demand. If we are not able to continue to successfully identify and provide the appropriate equipment to meet our customers' needs and expectations, we may not be able to retain or increase our customer base, which may lead to a decrease in our market share.

We are dependent on our relationships with certain suppliers to obtain equipment for our business.

We are dependent on certain suppliers for access to the equipment and other products we offer and use throughout our network. We have key relationships with national OEMs and other major brands of construction equipment. During the year ended December 31, 2025, our top ten vendors accounted for 65% of our total equipment purchases. We could be at risk of losing preferential access to equipment from OEMs if we reduce our equipment purchases from these manufacturers. If we are unable to purchase the necessary amounts, our relationship with these suppliers may suffer and we could lose our ability to timely receive important equipment required for our business, which could harm our competitive position and may negatively affect our results of operations and cash flows.

We have experienced, and we may in the future experience, a lack of access to and delays in receipt of equipment and products from suppliers. For example, global supply chains have been susceptible to stress due to weather conditions, natural disasters, health or similar issues, political and military actions, and economic conditions, which delayed manufacturers' ability to deliver equipment ordered by our customers. Unavailability of, and delays in obtaining, equipment and products may result from a number of factors affecting our suppliers including capacity constraints, transport bottlenecks, labor shortages or disputes, supplier product quality issues, suppliers' impaired financial condition, and suppliers' allocations to other purchasers. These risks are typically increased in a weak economic environment, when there are disruptions or delays in the availability of manufacturers' supply chains, or when demand increases coming out of an economic downturn. Such disruptions could result in our inability to effectively meet our customers' needs, impair our ability to execute our growth plans and result in a material adverse effect on our results of operations, financial condition, and cash flows. In addition, the prices of the equipment and products we use have significantly increased as a result of supply chain issues and may again increase. The availability of parts or other supply chain disruptions could cause the price of the construction equipment we purchase for our rental fleet to increase in the future. If that occurs, there is a risk that we may not be able to pass on these costs to our customers, which could have a material adverse effect on our results of operations, margins, and/or cash flows.

Our centralization of equipment and non-equipment purchases has resulted in us depending on, and being exposed to, the credit risk of a group of key suppliers, including OEM manufacturers, telematics device manufacturers and software engineers and developers for the telematics services we provide to customers through our T3 platform. We cannot predict the impact on our suppliers of the economic environment and other developments in their respective businesses. Insolvency, financial difficulties or other factors may result in our suppliers not being able to fulfill the terms of their agreements with us. Such factors may render suppliers unwilling to extend contracts that provide favorable terms to us, or may force them to seek to renegotiate existing contracts with us. The termination of our relationship with any of our key suppliers could have a material adverse effect on our business, financial condition, or results of operations in the event that we are unable to obtain adequate equipment or supplies from other sources in a timely manner, at a reasonable cost or at all.

Our OWN Program subjects us to a number of risks, many of which are beyond our control.

We sell equipment to third parties, including high net worth individuals, family offices, and other third parties who have financed equipment purchases through the issuance of asset-backed securities ("ABS"). The terms of the ABS include credit enhancement provisions that require the obligors under such ABS to provide cash or additional equipment collateral in the event the appraised values for the equipment used as collateral decrease below specified amounts. If such obligors cannot post additional collateral to secure the under collateralized asset-backed financing, they may be required to liquidate some or all of the equipment used as collateral for their asset-backed financing arrangements. Similar liquidation events could result in the related equipment being unavailable for use under our OWN Program and we would be required to use cash to purchase, or otherwise finance our purchase of, replacement equipment.

Moreover, the asset-backed financing capacity of OWN Program participants could be decreased as a result of risks and contingencies beyond our control, including: (i) the acceptance by and/or demand from credit markets of the structures and structural risks associated with the asset-backed financing arrangements of OWN Program participants; (ii) the credit ratings provided by credit rating agencies for the asset-backed indebtedness of OWN Program participants; (iii) third parties requiring changes in the terms and structure of asset-backed financing arrangements held by OWN Program participants, including increased credit enhancement or required cash collateral and/or other liquid reserves; (iv) the insolvency or deterioration of the financial condition of one or more of the obligors under ABS; (v) changes in laws or regulations that negatively affect any of these asset-backed financing arrangements; or (vi) the overall credit condition of OWN Program participants. A decrease in the asset-backed financing capacity of OWN Program participants could similarly lead to a loss of equipment available for our OWN Program and, in turn, our ability to rent the equipment to our customers.

Relatedly, we may be vulnerable to heightened risks in case of a decline in the market value of used equipment. A decrease in market prices for used equipment could lead to a decrease in the prices we can charge our customers for sales of used equipment. At the same time, it could decrease the appraised values for the equipment used as collateral for the asset-backed financing arrangements of OWN Program participants (resulting in a contractual obligation for obligors under ABS to add additional collateral) and negatively affect the credit ratings of the asset-backed indebtedness of OWN Program participants (resulting in a decrease in the asset-backed financing capacity of OWN Program participants), either of which would result in a loss of equipment available for our OWN Program and increase our resulting need for replacement equipment. Any suspension or delay in our ability to maintain sufficient levels of equipment under our OWN Program to meet customer demands in a timely manner, at a reasonable cost or at all, could have a material adverse effect on our business, financial condition, or results of operations.

Our suppliers of new equipment may appoint additional distributors, sell directly to our customers or unilaterally terminate our distribution agreements with them, any of which could have a material adverse effect on our equipment sales.

We are a distributor of new equipment and parts supplied by national OEMs. Under our distribution agreements with these OEMs, manufacturers retain the right to appoint additional dealers and sell directly to customers including national accounts and government agencies. We have both written and oral distribution agreements with OEMs. Under our oral agreements with the OEMs, we operate under our established course of dealing with the supplier and are subject to the applicable state laws regarding such relationships. If OEMs decide to cut us out of the sales process, they may appoint additional distributors, elect to sell to customers directly or unilaterally terminate their distribution agreements with us at any time without cause. Additionally, we may unilaterally decide, or mutually agree, to terminate our distribution agreements with certain OEMs. Any such actions could have a material adverse effect on our business, financial condition, and results of operations.

Our workforce and operations have grown substantially since our inception, and we expect that they will continue to do so in the future. If we are unable to effectively manage that growth, our financial performance, and future prospects will be adversely affected.

We have experienced rapid growth since our inception in 2015. This expansion increases the complexity of our business and has placed, and we expect will continue to place, significant strain on our management, personnel, operations, systems, technical performance, financial resources, and internal financial control and reporting functions. There is a risk that we may not be able to manage our growth effectively, which could damage our reputation and negatively affect our operating results.

Effectively managing our growth will require us to continue to hire, train, and manage qualified employees and staff, including engineers, operations personnel, financial and accounting staff, and sales and marketing staff, and to improve and maintain our technology. If our new hires perform poorly, if we are unsuccessful in hiring, training, managing, and integrating these new employees and staff, or if we are not successful in retaining our existing employees and staff, our business may be harmed. Properly managing our growth will require us to establish consistent policies across regions and functions, and a failure to do so could harm our business.

Our failure to upgrade our technology or network infrastructure effectively to support our growth could result in unanticipated system disruptions. To manage the growth of our operations and personnel and improve the technology that supports our business operations, as well as our financial and management systems, disclosure controls and procedures, and internal control over financial reporting, we will be required to commit substantial financial, operational, and technical resources. In particular, we will need to continue to scale our transaction processing and reporting, operational, and financial systems, procedures, and controls. For example, due to our significant growth, we may face challenges in timely and appropriately designing controls in response to evolving risks of material misstatement. Our current and planned personnel, systems, procedures, and controls may not be adequate to support our future operations. In addition, the requirements of being a public company may further strain our resources. For additional information, see "—The requirements of being a public company may strain our resources and distract our management, which could make it difficult to manage our business."

If we are unable to expand our operations and hire additional qualified personnel in an efficient manner, our growth plans, and existing business may be adversely affected. If our operational technology is insufficient to reliably service our customers, T3 platform user satisfaction will be adversely affected and may cause our customers to switch to our competitors' platforms, which would adversely affect our business, financial condition, and operating results.

As we continue to grow, we will need to continue to evaluate our operational, financial, and management controls as well as our reporting systems, and procedures to support the growth of our organizational structure. This will require capital and management resources. If we are unable to effectively manage the growth of our business, the quality of our T3 platform may suffer, and we may be unable to address competitive challenges, which would adversely affect our overall business, operations, and financial condition.

We may not be able to facilitate our growth strategy by identifying and opening attractive new branch locations, which could limit our revenues and profitability.

An element of our growth strategy is to selectively identify, source, and open full-service equipment rental branch locations in order to meet customer demand for construction equipment enabled by our T3 platform. The success of this element of our growth strategy partially depends on identifying strategic branch locations and we continue to add new sites to our existing footprints.

We may be unable to identify and secure attractive new branch locations or to successfully open any such locations. Opening a new branch location involves significant costs and risks associated with entering new markets, and we may face significant competition, which may limit our ability to expand our operations. Further, the development or expansion of branch locations depends upon receipt of required permits and other governmental authorizations, and there is no assurance that we will obtain these required items.

We may not have sufficient labor, real estate, management, financial, and other resources to successfully open and operate new branch locations. Any significant diversion of management's attention or any major difficulties encountered in the new locations that we open in the future could have a material adverse effect on our business, financial condition, or results of operations, which could decrease our profitability and make it more difficult for us to grow our business. Furthermore, general economic conditions or unfavorable global capital and credit markets could affect the timing and extent to which we open new branch locations, which could limit our revenues and profitability.

We may encounter substantial competition or other difficulties in our efforts to expand our operations.

A key element of our growth strategy has been to expand by opening new branches, expanding our geographic footprint, and better servicing our existing customers and potential new customers. Opening new branches requires large, upfront investments of capital, and uncertainty about when investment costs will be recovered, if ever. New branches may require additional capital contributions over a sustained period of time, and there can be no assurance that sufficient numbers of customers will be attracted to a new branch to make it successful. A branch may prove unsuccessful due to a number of factors, including market conditions, competition, or our failure to assess the relevant market and rental demand in that market, and there are costs associated with closing an unsuccessful branch. The success of our growth strategy depends in part on identifying sites for new branches at attractive prices. Zoning restrictions could prevent us from being able to open new branches at sites we have identified. We may also encounter substantial competition in our efforts to acquire new sites or in any efforts we may make to acquire other equipment rental companies, which may limit the number of acquisition opportunities and lead to higher acquisition costs. Further, we may not have the financial resources necessary to open all of the new branches that we plan to open, or to complete any acquisitions we may identify in the future, and we may not have the ability to obtain the necessary funds on satisfactory terms or at all.

In the past when we have opened new branches, we have attracted talented salespeople who have terminated their employment with other rental companies. Based on our experience, we believe that it is industry practice for equipment rental companies to seek non-competition agreements where legally permissible when they hire salespeople. This practice may hinder our ability to attract talented salespeople to work at new branches, which could prevent us from opening new branches at sites we identify or result in our failure to realize the expected benefits from any new branch we open and have a material adverse effect on our business, financial condition, and results of operations.

A decline in construction and industrial activities, a downturn in the economy in general or other macroeconomic or environmental factors could lead to decreased demand for our equipment, depressed equipment rental rates, and lower equipment sales prices.

Our rental equipment is used by our customers in a wide variety of industries, including contractors in residential and commercial construction and restoration, remediation and environmental services and facility maintenance; general industrial, including manufacturing, power, battery production, solar energy and agriculture; infrastructure; and other industries, including commercial and retail services, facility maintenance and recreation. Many of these industries are cyclical in nature. The demand for our rental equipment is directly affected by the level of economic activity in these industries, which means that when these industries experience a decline in activity, there is typically a corresponding decline in the demand for our rental equipment. A decline in the demand for our rental equipment caused by a decline in economic activity in one or more of the industries our rental equipment is used in could materially adversely affect our results of operations.

The equipment that we lease as lessor or sell to our customers is principally used in connection with construction and industrial activities in the U.S. A downturn in construction or industrial activities in the U.S. or global economy in general, may cause a decrease in the demand for our equipment or depress rental rates and the sales prices for our equipment.

Construction and industrial activities and demand for our equipment has been and may in the future be negatively affected, either temporarily or in the long term, by:

- a reduction in spending levels by our customers;
- changes in the level of consumer and business confidence;
- unfavorable credit markets affecting end-user access to capital, including the ability of OWN Program participants to raise capital necessary to purchase equipment from us and to be managed on their behalf by us for the purpose of re-renting such equipment to our customers;
- adverse changes in federal, state and local government infrastructure spending;
- an increase in the cost of construction materials, as a result of inflation, tariffs, trade wars, or other factors;
- shifts in international trade relations, legislation, and regulations, including those related to economic tariffs, taxation and importation;
- increased competition;
- a significant increase in the cost of new construction equipment, resulting in higher rental rates;
- adverse weather conditions or natural disasters, the severity and frequency of which may be increased by climate change and may affect a particular region where we have operations;
- new and more stringent regulations relating to environmental, health and safety matters;
- a decrease in the level of exploration, development, production activity, and capital spending by oil and natural gas companies;
- a prolonged shutdown of the U.S. federal, state or local governments;
- further increases in interest rates;
- supply chain disruptions;
- a less attractive investment environment for owners of construction equipment;
- public health crises and epidemics;
- terrorism or hostilities involving the U.S.;
- geopolitical conflicts, such as Russia’s invasion of Ukraine, the conflicts in the Middle East and geopolitical tensions involving China, and the resultant sanctions and other measures imposed in response; or
- other unforeseen or catastrophic events.

A weakness or deterioration in the construction and industrial sectors or a decrease in demand for our equipment caused by these or other factors may result in lower utilization, reduced rental rates or a decrease in the residual value realized on the disposition of our rental fleet. Moreover, certain of these factors could affect our OWN Program participants, which could have an adverse effect on our business. For additional information, see "—Our OWN Program subjects us to a number of risks, many of which are beyond our control." A marginal decline in customer demand for or utilization of our equipment in a given period could have a significant impact on our results of operations for that period. Any of these developments could have a material adverse effect on our results of operations, financial condition, and cash flows.

Disruptions in our supply chain could result in adverse effects on our results of operations and financial performance.

In our equipment rental and services operations, supply chain disruptions have in the past and could in the future impact our ability to obtain equipment and other supplies for our business from our key suppliers on acceptable terms or at all. We may experience supply chain disruptions in the future or supplier inability to manufacture or deliver equipment or parts, especially if our relationships with suppliers deteriorate. Any suspension or delay in our suppliers' ability to provide us adequate equipment or supplies, or in our ability to procure equipment or supplies from other sources in a timely manner, at a reasonable cost or at all, could impair our ability to meet customer demand and therefore could have a material adverse effect on our business, financial condition, or results of operations.

In our telematics platform, we are dependent upon a limited number of manufacturers with whom we contract to manufacture, test, and assemble certain products conforming to our specifications, and of other manufacturers from whom we directly purchase products for a number of our critical components. Our current reliance on a limited group of contract manufacturers and suppliers involves risks, including the potential inability to obtain products or components to meet customers' delivery requirements, reduced control over pricing and delivery schedules and discontinuation of or increased prices for certain components. Technology hardware has experienced supply chain disruptions as a result of global events and their impact and the uncertainties around economic tariffs, including on our suppliers and on international trade in general, leading to shortfalls in available components that we need to make products as well as increased costs to obtain components, to make products, and to transport components and products and we could in the future experience extended delivery times for certain components of our hardware products and increased transport costs. These disruptions may have an adverse effect on our ability to meet customer demand and could result in delays in shipping products to customers and dealers. The severity of the disruptions is continuously changing so that the impact on our ability to meet demand for particular products varies over time, which creates uncertainties in forecasting our financial results and could have an adverse effect on our results of operations, financial condition, and cash flows.

If we are unable to collect on contracts with customers, our operating results would be adversely affected.

Under the terms of most of our rental contracts, our customers are required to make monthly rental payments in arrears. Some of our customers may develop liquidity issues and ultimately may not be able to fulfill the terms of their rental agreements with us on time or at all. If we are unable to collect on our contracts with customers or manage our customer credit risk adequately, or if a large number of customers encounter financial difficulties at the same time, our credit losses could increase above historical levels and our operating results would be adversely affected. Further, a worsening of economic conditions may result in increased delinquencies and credit losses. There is also a risk that equipment supplied through the OWN Program could be removed from our platform if participants were to default on their equipment financing to the extent that a secured lender which provided financing for such equipment decides not to continue in the OWN Program. See "—We face risks related to heightened inflation, recessionary conditions, and financial and capital market disruptions that may adversely impact business conditions, the availability of credit and access to capital." Additionally, there is a risk that collecting or attempting to collect on delinquent accounts could lead to legal disputes. See "—Litigation could have a material adverse impact on our results of operations and financial condition."

We have entered into equipment sale and rental arrangements with related parties and our financial condition and results of operations could be impacted by conditions that adversely affect such related parties.

We have entered into equipment sale and rental arrangements with related parties, including entities owned or controlled by the Company's Chief Executive Officer and/or President (collectively, the "Co-Founders") through the OWN Program. See "Certain Relationships and Related Transactions, and Director Independence." We recognized revenue from equipment sales through the OWN Program to entities owned or controlled by the Co-Founders of $79 million, $277 million and $80 million for the years ended December 31, 2025, 2024 and 2023, respectively. These sales represented 5%, 17%, and 9% of equipment sales revenues for the years ended December 31, 2025, 2024, and 2023, respectively. Equipment sold to related parties that has been entered into our OWN Program is under arrangements with month-to-month terms, or 60-month terms to 75-month terms, and is part of our managed fleet that is available for rent to our customers. Accordingly, OWN Program payouts, including principal and agent transactions, were made by us to entities owned or controlled by the Co-Founders under the OWN Program of $46 million, $74 million and $56 million for the years ended December 31, 2025, 2024 and 2023, respectively, as a part of the revenue sharing arrangements under the OWN Program. OWN Program payouts to entities owned or controlled by the Co-Founders pursuant to such arrangements represented 6%, 16%, and 22% of total OWN Program payouts for the years ended December 31, 2025, 2024, and 2023, respectively. The corresponding average equipment OEC enrolled in the OWN Program owned by these entities represented approximately 3%, 13% and 22% of the total corresponding equipment rental fleet that the Company leases (as lessee) under the OWN Program as of December 31, 2025, 2024, and 2023, respectively.

Any conditions that adversely impact these related parties, or their relationships with the Company, could affect their ability or willingness to continue to purchase additional items of equipment for participation in the OWN Program in the future, and thus could have a material adverse effect on our business, financial condition, results of operations, and prospects. Although we have adopted policies and procedures that are designed to identify, review and approve related party transactions, including a review of the transaction terms as compared to those that could be obtained from unaffiliated parties, there can be no assurance that these procedures will be effective in all cases or that the transactions ultimately will be on arm's-length terms. For information on related party transactions, please see Note 20 to the Company's consolidated financial statements for the year ended December 31, 2025 included elsewhere in this 2025 Form 10-K and "Certain Relationships and Related Transactions, and Director Independence."

Our business is heavily reliant upon communications networks and centralized IT systems and the concentration of our systems creates or increases risks for us, including the risk of the misuse or theft of information, including personal information, which could harm our brand, reputation or competitive position, and give rise to material liabilities.

We rely heavily on communication networks, cloud services, and IT systems to process rental and sales transactions, manage our pricing, manage our equipment fleet, manage our financing arrangements, pay suppliers and other third parties, collect from our customers, account for our activities and otherwise conduct our business and report our financial results. Some of our major IT systems, accounting functions, and cloud services are centralized in several locations. We own and manage some of these IT systems but also rely on third parties for a range of IT systems and related products and services, including but not limited to cloud computing services. Our T3 platform is reliant on certain telecommunication systems, including cell phone communications, 5G, Bluetooth, and GPS technology. Any disruption, termination or substandard provision of these services, whether as the result of computer or telecommunications issues (including operational failures, server malfunctions, software bugs, software or hardware failures, loss of data or other IT assets, ransomware or other computer malware), personnel misconduct or error, localized conditions (such as a power outage, fire or explosion) or events or circumstances of broader geographic impact (such as an earthquake, storm, flood, fires, other natural disaster, epidemic, strike, act of war, civil unrest or terrorist act), could materially adversely affect our business by disrupting normal operations. Such IT systems, including our servers, are additionally vulnerable to numerous and evolving cybersecurity risks that threaten the confidentiality, integrity, and availability of our IT systems and sensitive, confidential and personal information, including through physical or electronic break-ins, cybersecurity breaches from inadvertent or intentional actions by our employees, third-party service providers, contractors, consultants, business partners, and/or other third parties, or cyberattacks or similar incidents (including, but not limited to, business e-mail compromise, malicious code, denial of service attacks, credential stuffing, credential harvesting, supply-chain attacks, social engineering/phishing attacks or ransomware attacks, which, in particular, are becoming increasingly prevalent, and as a result of bugs, misconfigurations or exploited vulnerabilities in software or hardware, including commercial software that is integrated into our (or our service providers') IT systems, products or services) which, if successful, could have a materially adverse effect on our ability to operate our business and could lead to interruptions in our operations, loss of sensitive information and income, reputational harm, and diversion of funds.

We regularly possess, store, process, generate, and handle non-public information about individuals and businesses, including both credit and debit card information and other sensitive, confidential and personal information. In addition, our customers regularly transmit confidential information to us via the Internet and through other electronic means. Our facilities and systems and those of our third-party service providers may contain defects in design or manufacture or other problems that could compromise information security, and are also subject to the risk of human error. Unauthorized parties also may attempt to gain access to our systems or facilities, or those of third parties with whom we do business, and these attacks are increasing in their frequency, sophistication, and intensity and come from a variety of sources, including, but not limited to, traditional computer "hackers," organized criminal threat actors, and nation-state-supported actors (including nation-state actors). Such threats may see their frequency increased and effectiveness enhanced by the use of artificial intelligence ("AI"). As a result, we may be unable to detect, investigate, remediate or recover from future attacks or incidents, or to avoid a material adverse impact to our IT systems, sensitive, confidential and personal information or business. Further, during times of war and other major conflicts, we, the third parties upon which we rely, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyberattacks, that could materially disrupt our systems and operations.

Any of the aforementioned threats could cause a cybersecurity breach or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our sensitive, confidential and personal information or our IT systems, or those of the third parties upon whom we rely. A cybersecurity breach or other interruption could disrupt our ability (and that of third parties upon whom we rely) to provide products and services needed to operate successfully.

We may be unable in the future to detect vulnerabilities in our IT systems and networks because many of the techniques used to obtain unauthorized access, including malware and other malicious software programs, are difficult to detect or anticipate until launched against a target and we may be unable to prevent, contain or detect cyberattacks, cyberterrorism, cybersecurity breaches or other compromises or implement adequate preventative measures. It is possible that we or our third-party vendors may experience cybersecurity breaches that remain undetected for an extended period. Even when a cybersecurity breach is detected, the full extent of the breach may not be determined immediately. While we have implemented security measures to protect our IT and data security infrastructure, our efforts to address these problems may not be successful. There can also be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our IT systems and sensitive, confidential and personal information. Cyberattacks are becoming increasingly more difficult to anticipate and prevent due to their rapidly evolving nature and, as a result, the technology we use to protect our systems from being breached or compromised could become outdated due to advances in computer capabilities or other technological developments. Moreover, if our IT systems become damaged or otherwise cease to function properly, we may have to make significant investments to repair or replace them. Due to applicable laws and regulations or contractual obligations, we may be held responsible for cyberattacks or other similar incidents attributed to our service providers as they relate to the information we share with them. We have acquired and may continue to acquire companies with cybersecurity vulnerabilities and unsophisticated security measures, which exposes us to significant cybersecurity, operational, and financial risks. Remote and hybrid working arrangements at our company (and at many third-party providers) also increase cybersecurity risks due to the challenges associated with managing remote computing assets and security vulnerabilities that are present in many non-corporate and home networks.

We and certain of our third-party providers regularly experience cyberattacks and other incidents, and we expect such attacks and incidents to continue in varying degrees. While to date no incidents have had a material impact on our operations or financial results, we cannot guarantee that material incidents will not occur in the future. Any adverse impact to the availability, integrity or confidentiality of our IT systems or sensitive, confidential and personal information, including a compromise of our security systems resulting in unauthorized access to personal information about our customers, distributors or employees could adversely affect our corporate reputation as well as our operations, business and financial condition, and could result in litigation (such as class actions), regulatory investigations or enforcement actions against us, or the imposition of fines and penalties, or significant incident response, system restoration or remediation and future compliance costs. Cybersecurity breaches can create system disruptions, shutdowns or unauthorized disclosure of confidential information, which could result in financial damage or loss. We cannot assure you that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims. Most states have enacted laws requiring companies to notify individuals and often state authorities of cybersecurity breaches involving their personal information. These mandatory disclosures regarding a cybersecurity breach often lead to widespread negative publicity, which would harm our reputation and brand, and may cause our customers to lose confidence in the effectiveness of our data security measures. As a result, a cybersecurity breach could cause the loss of customers and could also require that we invest significant additional resources related to our information security systems. For more information on laws requiring notification in the event of a cybersecurity breach, please see "—We are subject to various laws, regulations and other requirements regarding our processing of personal information, and compliance with such laws and regulations is costly and time consuming. Any actual or perceived failure to comply with new or existing laws, regulations and other requirements relating to the privacy, security and processing of personal information could adversely affect our business, prospects, financial condition, and results of operations."

In addition, we outsource a portion of our IT services to third-party service providers to process sensitive, confidential and personal information in a variety of contexts, including cloud-based infrastructure, data center facilities, and other functions. We may also rely on third-party service providers to provide other products and services. The services provided by these third parties are subject to the same risk of outages, other failures and cybersecurity breaches described above and, as a result, we are susceptible to disruptions, failures and breaches of the systems maintained by our outsourced providers, which we do not control. Our third-party IT system service providers face risks relating to cybersecurity similar to ours, and, while we generally perform cybersecurity diligence on our key service providers, because we do not directly control any of such parties' information security operations, we cannot ensure the cybersecurity measures they take will be sufficient to protect any information we share with them. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. Any disruption, failure, breach or poor performance of any of these systems could lead to lower revenues, increased costs or other material adverse effects on our business and results of operations. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award. In addition, our contracts with third-party service providers and suppliers contain, and may in the future continue to contain, limitations on such providers' liability to us, and there can be no assurance that the thresholds contained in such limitations are sufficient to protect us in the event we have claims against the providers related to our security and data privacy obligations or other financial losses. Supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties' infrastructure in our supply chain or our third-party partners' supply chains have not been compromised. Future or past business transactions (such as acquisitions or integrations) may also expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies, any of which could materially and adversely affect our business, financial condition, and results of operations.

We depend on third-party technology, including cellular and GPS networks, and any disruption, failure or increase in costs could impede the functionality of our solutions.

Our proprietary T3 technology, which we use to provide telematics services to our customers, is reliant on cellular and GPS networks, which allow us to obtain location data and transmit it to our T3 platform. Increases in the fees charged by cellular carriers for data transmission or changes in the cellular networks, such as a cellular carrier discontinuing support of the network currently used by our in-vehicle devices, requiring retrofitting of our in-vehicle devices, could increase our costs and impact our profitability. Changes to cellular network technologies or frequency bands used for connectivity represent an ongoing risk that could affect the compatibility and useful life of our telematics devices. Although we take steps to ensure our technology is compatible with evolving cellular standards, failure to effectively manage these transitions could adversely impact our business, financial condition, and operating results. Cellular carriers could in the future discontinue support for our currently utilized cellular technologies. Also, while we have included the ability to store GPS data in our devices in case of temporary cellular network connectivity failure, widespread disruptions or extended failures of the cellular networks would adversely affect our solutions' functionality and utility, and harm our financial results. GPS is a satellite-based navigation and positioning system consisting of a network of orbiting satellites. These satellites and their ground support systems are complex electronic systems, subject to electronic and mechanical failures and possible sabotage and it is not certain that the U.S. government will remain committed to the operation and maintenance of GPS satellites in the future. In addition, technologies that rely on GPS depend on the use of radio frequency bands and any modification of the permitted uses of these bands may adversely affect the functionality of GPS and, in turn, our solutions. The satellites and their ground control and monitoring stations are maintained and operated by the U.S. Department of War, which does not currently charge users for access to the satellite signals and does not impose on the ability to access location data. We cannot assure you that it will not do so in the future. Any disruption, failure, increase in costs or regulatory hurdles could impede the functionality and/or cost of our solutions, which could adversely affect our business. The communication systems that we use to host and transmit data may be subject to security incidents, which may also subject the Company to regulatory enforcement and client pressures.

Failure to maintain, upgrade or replace our IT systems could materially adversely affect us.

Our business continues to demand the use of sophisticated systems and technologies, including digital tools, SaaS offerings, and cloud computing. As a result, we devote significant time and expense in maintaining, upgrading and replacing our systems and technologies in order to meet customers' demands and expectations. These types of activities subject us to additional costs and inherent risks associated with maintaining, upgrading and replacing these systems and technologies, including impairment of our ability to manage our business, loss of customer confidence and business, potential disruption of our internal control structure, substantial capital expenditures, additional administration and operating expenses, demands on management time, training our employees to operate the systems, and other risks and costs of delays or difficulties in transitioning to, or integrating, new systems and technologies into our current business. We rely on certain third-party software providers to maintain and periodically upgrade many of these systems and technologies so that they can continue to support our business. Further, some of the software programs supporting our business are licensed to us by independent software developers. The inability of these developers or us to continue to maintain and upgrade our systems and technologies would disrupt or reduce the efficiency of our operations if we were unable to convert to alternate systems in an efficient and timely manner or at a reasonable cost.

In addition, costs and potential problems and interruptions associated with the implementation of new or upgraded systems and technologies, maintenance or adequate support of outdated or other existing systems and technologies could disrupt or reduce the efficiency of our business operations and could have an adverse effect on our operations if not anticipated and appropriately mitigated. Our competitive position may be adversely affected if we are unable to maintain, upgrade or replace systems and technologies that allow us to manage our business in a competitive manner. We also may not achieve the benefits that we anticipate from an upgraded or replaced system and technology. Additionally, any failure of a system or technology could impede our ability to timely collect and report financial results in accordance with applicable laws and regulations.

We may fail to respond adequately to changes in technology and customer demands or experience difficulties that delay our adoption of such changes.

In recent years, our industry has been characterized by changes in technology and customer demands. Our ability to continually improve our current processes and customer-facing tools in response to changes in technology or in customer expectations is essential in maintaining our competitive position and maintaining current levels of customer satisfaction. We may experience technical or other difficulties that could delay or prevent the development or implementation of new technologies. We also may not achieve the benefits that we anticipate from new technologies we develop or implement. The effects of these risks may, individually or in the aggregate, materially adversely affect our results of operations, liquidity and cash flows.

We may be unable to adequately manage our inventory, which could adversely affect our operating results.

To ensure adequate inventory supply, we must forecast inventory needs and expenses and place orders sufficiently in advance with suppliers. These forecasts are based on estimates of future demand for products and services. Failure to accurately forecast our needs may result in unmet market demand, parts shortages, increased costs, or excess inventory. Our ability to accurately forecast demand could be affected by many factors, including changes in customer demand for our products and services, changes in demand for the products and services of competitors, unanticipated changes in general market conditions, and the weakening of economic conditions or customer confidence in future economic conditions. If the forecasts used to manage inventory are not accurate, we may experience excess inventory levels, shortage of available products, or reduced efficiencies which would have a material adverse effect on our business, financial condition, and results of operation.

Our success depends on our ability to attract and retain key management, sales and trades talent, while supporting the onboarding and career development of our team members.

Our ability to successfully execute on our business plan depends upon the contributions of our senior management team as well as other key talent including our dedicated sales force and trades talent such as Commercial Driver’s License drivers and technicians. In recent years, we have experienced increasing competition for available talent in the North American workforce as reflected by the low unemployment rate and shortages of available industry trades talent. As a result, we could experience inefficiencies or a lack of business continuity due to employee turnover, new employees’ lack of historical knowledge and lack of familiarity with the business processes, operating requirements, policies and procedures, and key information technologies and related infrastructure used in our day-to-day operations and financial reporting. We may also experience additional costs as new employees learn their roles and gain necessary experience, in addition to the cost of hiring new individuals. It is important to our success that newly hired team members quickly adapt to and excel in their new roles. If they are unable to do so, our business and financial results could be materially adversely affected. Further, if we cannot meet our needs for IT developers, software engineers, or research and development staff, we may not be able to fulfill our technology initiatives while continuing to provide maintenance on existing systems. In particular, our T3 platform is supported by a team of over 300 field-oriented software engineers and product managers. These are high-demand roles, and in the past we have experienced difficulty hiring sufficient technical talent to meet all of our development priorities. A sustained shortage in skilled engineering personnel could impair our ability to enhance and scale the T3 platform, which could negatively affect our growth and competitiveness.

If we were to lose the services of members of our senior management team or other key talent, such as our advanced IT staff, whether due to death, disability, resignation or termination of employment, our ability to successfully implement our business strategy, financial plans, marketing, and other objectives could be significantly impaired. In addition, if we are unable to attract and retain qualified key talent, we may not be able to effectively and efficiently manage our business and execute our business plan.

In addition, we must continue to identify, hire, train, and retain key personnel who maintain relationships with our customers and who provide technical skills required for our growth, and we compete with other companies for a limited pool of talent. The failure to recruit and retain necessary key personnel could cause disruption, harm our business, and hamper our ability to grow.

Our operating results fluctuate significantly and our past operating results may not be a good indication of future performance.

Our results of operations have varied, and could in the future, vary significantly from period to period as a result of various factors, some of which are outside of our control. Comparing our results of operations on a period-to-period basis may not be meaningful, and our past results should not be relied upon as an indication of our future performance. For example, the OWN Program has consistently attracted strong demand across multiple sources of capital, including institutional investors who purchase as a buying group through a collective vehicle and finance their equipment purchases through ABS. To satisfy this demand, the Company has organized for these investors sales of large packages of equipment and has conducted these sales on an episodic basis. Individual participants who purchase this equipment are unlikely to purchase in the future and so such sales may not recur unless there is continued demand for the OWN Program. These transactions, and the related revenue, also occur unevenly throughout the year depending on demand and our results of operations for certain periods have been materially impacted by these transactions. As a result of the episodic nature of equipment sales to OWN Program participants, period-over-period comparisons may not reflect underlying trends and fluctuations in our operating results, which makes it difficult for us to predict our future operating results. Moreover, we have no commitments from any party, including any OWN Program participants, to purchase future equipment and if there is no continued demand for our equipment, our equipment sales revenue will decline. Unanticipated fluctuations in our operating results could result in a decline in our stock price.

Due to seasonality, especially in the construction industry, any occurrence that disrupts rental activity during our peak periods could materially adversely affect our results of operations, liquidity, and cash flows.

Significant components of our expenses are fixed in the short-term, including real estate taxes, tangible property taxes, rent for our properties, rent for certain equipment assets that do not have variable rental payment arrangements, insurance, utilities, maintenance, and other facility-related expenses, the costs of operating our IT systems, and certain staffing costs. Seasonal changes in our revenues do not alter those fixed expenses, typically resulting in higher profitability in periods when our revenues are higher, and lower profitability in periods when our revenues are lower. Our business, especially in the construction industry, has historically experienced lower levels of business (including lower demand and utilization) from December until late spring, particularly in the northernmost states where we operate, and heightened activity during our third quarter and our fourth quarter until December. As a result, our quarterly operating results may fluctuate significantly. The effect of seasonality on our results of operations has increased gradually as we have continued our expansion in the northern U.S. Any occurrence that disrupts rental activity in any of the regions where we operate, including adverse weather conditions, such as prolonged periods of cold, rain, blizzards, floods, fires, hurricanes or other severe weather patterns, could have an adverse effect on our business results of operations, liquidity, and cash flows.

Our T3 platform is highly technical, and any prolonged undetected errors could adversely affect our business.

Our T3 platform is a complex system composed of many interoperating components and incorporates software that is highly complex. Our business is dependent upon our ability to prevent prolonged system interruption. Although we utilize widely adopted software libraries and install software releases after employing quality assurance measures and addressing identified issues, our software, including open source software that is incorporated into our code, may now or in the future contain undetected errors, bugs, or vulnerabilities. Some errors in our software code may only be discovered after the code has been released. Bugs in our software, third-party software including open source software that is incorporated into our code, misconfigurations of our systems, and unintended interactions between systems could cause prolonged downtime that could impact the availability of our service to platform users, and impact our reputation. Any errors, bugs, or vulnerabilities discovered in our code or systems after release that results in a prolonged interruption or a negative experience for our customers or the equipment suppliers that we connect them with, could negatively affect our business or result in negative publicity, unfavorable media coverage and damage to our reputation, which could adversely affect our business and financial results.

We rely on third parties maintaining open marketplaces to distribute our T3 platform and to provide the software we use in certain of our products and offerings.

Our T3 platform is dependent on third parties maintaining open marketplaces, including the Apple App Store and Google Play, which make our applications available for download by our customers. We cannot assure you that the marketplaces through which we distribute our T3 platform will maintain their current structures or that such marketplaces will not charge us fees or impose other conditions to list our applications for download in the future. Each platform provider has broad discretion to change and interpret its terms of service and other policies with respect to us and other developers, and those changes may be unfavorable to us. For example, any such changes may limit, eliminate or otherwise interfere with our products, our ability to distribute our app through their stores, our ability to update our mobile app, including to make available bug fixes or other feature updates or upgrades, the features we provide, the manner in which we market our in-app products, our ability to access native functionality or other aspects of mobile devices, and our ability to access information about our customer that they collect. A platform provider may also add fees associated with access to and use of its platform, alter how we are able to advertise on the platform, prevent our mobile app from being offered on their platform, change how the personal information of its users is made available to app developers on the platform, or limit the use of personal information for advertising purposes.

We rely on third-party services, including cloud computing infrastructure and mapping data. Any disruption of or interference with our use of such services could adversely affect our business, financial condition, and results of operations. If such third parties cease to provide access to the third-party services that we use, do not provide access to such services on terms that we believe to be attractive or reasonable, or do not provide us with access to the most current version of such services, we may be required to seek comparable services from other sources, which may be more expensive than or inferior to the software that we use, or may not be available at all, any of which would adversely affect our business.

Our business depends upon the interoperability of our T3 platform across devices, operating systems, and third-party applications that we do not control.

An important feature of our T3 platform is its broad interoperability with a range of devices, operating systems, and third-party applications. Our T3 platform is accessible from the web and from devices running various operating systems, such as iOS and Android, and is operated through third-party applications. We depend on the accessibility of our T3 platform across these third-party devices, operating systems, and applications, none of which we control, in order for our customers to be able to install and utilize our T3 platform. Moreover, third-party devices and operating systems are constantly evolving, and we may not be able to develop our T3 platform in a way that maintains the compatibility of our T3 platform with such devices and operating systems. The loss of interoperability of our T3 platform across devices, operating systems, and applications, whether due to actions of third parties or otherwise, may prevent our customers from being able to access and utilize our T3 platform, which may adversely affect our business and operations.

Our rental fleet is subject to residual value risk upon disposition and may not sell at the prices we expect.

The market value of any given piece of rental equipment could be less than its depreciated value at the time it is sold. The market value of used rental equipment depends on several factors, including:

- the market price for new equipment of a like kind;
- wear and tear on the equipment relative to its age and the performance of preventive maintenance;
- the time of year that it is sold (prices are generally higher during the construction season in the region where the equipment is located);
- the supply of used equipment relative to the demand for used equipment, including as a result of changes in economic conditions or conditions in the markets that we serve;
- inventory levels at OEMs;
- the existence and capacities of different sales outlets; and
- general economic conditions.

We cannot assure you that used equipment selling prices will not decline or that we will be able to sell our used equipment at all. A sale of equipment below its net book value could adversely affect our results of operations, liquidity, and cash flows. Accordingly, decisions to reduce the size of our rental fleet in the event of an economic downturn or to respond to changes in rental demand would be subject to the risk of loss based on the residual value of rental equipment.

We incur maintenance and repair costs associated with our owned rental fleet, and if these increase, it could have a material adverse effect on our financial condition, results of operations, liquidity, and cash flows in the event these costs are greater than anticipated.

As our owned rental equipment ages, the cost of maintaining such equipment, if not replaced within a certain period of time, and the risk of fleet equipment being out of service, generally increase. As of December 31, 2025, the average age of our owned rental equipment fleet was approximately 31 months. Determining the optimal age at disposition for our rental equipment is subjective and requires judgment and estimates by management. We have made estimates regarding the relationship between the age of our rental equipment, the expected maintenance, and repair costs, the availability of our fleet and the predicted market value of used equipment. It is possible that, in the future, we may allow the average age of our rental equipment fleet to increase, which would increase our costs for maintenance and repair and likely would negatively affect the market value of such equipment at the time of its disposition. Many of these costs are unpredictable and vary based on events beyond our control, such as the price of purchasing new equipment from manufacturers, the market value of used equipment, or the cost of purchasing equipment parts inventories for maintenance and repairs that may be needed. Downtime for maintenance, repair, renewals or upgrades, or low productivity due to other causes, could have a significant negative effect on our operating results and financial condition. If maintenance and repair costs are higher than estimated or in-service times or market values of used equipment are lower than estimated, we may not be able to pass along some or all of such price increases for the cost of equipment and associated parts needed for repairs to our customers in a competitive environment and our financial condition, results of operations, liquidity, and cash flows could be materially adversely affected.

The cost of new equipment that we purchase or lease as lessee for use in our rental fleet may increase.

The cost of new equipment from manufacturers that we purchase or lease as lessee for use in our rental fleet may increase as a result of increased raw material costs, including an increase in the cost of steel, which is a primary material used in a majority of the equipment we use, labor shortages and supply chain disruptions or due to increased regulatory requirements, such as those related to emissions or the effects of any tariffs imposed on equipment manufacturers. These increases could materially impact our financial condition or results of operations in future periods if we are not able to pass such cost increases through to our customers.

Certain of our operating leases, under which we lease equipment for use in our rental fleet, are short-term and may not be renewed or, in certain cases, terminated by the relevant lessor.

We lease certain equipment as lessee for use in our rental fleet, excluding equipment enrolled in the OWN Program, under a renewable month-to-month operating lease. While the relevant contracts contain safeguards intended to minimize disruption to our rental customers in the event of non-renewal or termination, and include renewal incentives for the lessor, the lessor’s right not to renew the lease may be exercised in its sole discretion and, under certain circumstances, it may be entitled or required to terminate the lease, with little notice to us, as a result of events or circumstances outside of our control. The equipment that we currently lease under such operating lease arrangements, excluding equipment enrolled in the OWN Program, represented approximately 1% of our OEC under management as of December 31, 2025. We may also enter into similar lease arrangements in the future. If any such non-renewal or termination rights are exercised, it could cause substantial disruption to our operations and reduce the size of our equipment rental fleet, which could materially adversely affect our customer relationships, results of operations and prospects.

Trends in oil and natural gas prices could adversely affect the level of exploration, development and production activity of certain of our customers and the demand for our services and products.

In some regions where we operate, demand for our services and products is sensitive to the level of exploration, development and production activity of, and the corresponding capital spending by, oil and natural gas companies, including national oil companies, regional exploration and production providers, and related service providers. The level of exploration, development and production activity is directly affected by trends in oil and natural gas prices, which historically have been volatile and are likely to continue to be volatile.

Prices for oil and natural gas are subject to potentially large fluctuations in response to relatively minor changes in the supply of and demand for oil and natural gas, market uncertainty, and a variety of other economic, political and geopolitical factors that are beyond our control. Any prolonged reduction in oil and natural gas prices will depress the immediate levels of exploration, development and production activity, which could have an adverse effect on our business, results of operations and financial condition. Even the perception of longer-term lower oil and natural gas prices by oil and natural gas companies and related service providers can similarly reduce or defer major expenditures by these companies and service providers given the long- term nature of many large-scale development projects. Additionally, the introduction of additional climate change regulations in the future, including with respect to carbon taxes, could adversely affect the level of exploration, development and production activity of certain of our customers and the demand for our services and products. Further, our results will be negatively affected if construction of energy transition infrastructure is reduced due to lower subsidies or other factors.

Factors affecting the prices of oil and natural gas include:

- the level of supply and demand for oil and natural gas;
- the ability or willingness of the Organization of Petroleum Exporting Countries and the expanded alliance collectively known as OPEC+ to set and maintain oil production levels;
- the level of oil production in the U.S. and by other non-OPEC+ countries;
- oil refining capacity and shifts in end-customer preferences toward fuel efficiency and the use of natural gas;
- the cost of, and constraints associated with, producing, and delivering oil and natural gas;
- governmental regulations and other actions, including economic sanctions and policies of governments regarding the exploration for and production and development of their oil and natural gas reserves;
- weather conditions, natural disasters, and health or similar issues, such as pandemics or epidemics;
- worldwide political and military actions, and economic conditions, including potential recessions; and
- increased demand for alternative energy and use of electric vehicles and increased regulatory, customer or other stakeholder emphasis on decarbonization and public sentiment around alternatives to oil and gas.

We face risks related to heightened inflation, recessionary conditions, and financial and capital market disruptions that may adversely impact business conditions, the availability of credit and access to capital.

Our financial results, operations and forecasts depend on general economic and geopolitical conditions, the demand for our products and services, and the financial condition of our customers and suppliers. Economic weakness has in the past resulted, and may result in the future, in reduced demand for products resulting in decreased sales, margins and earnings for companies in the construction equipment rental industry. We have incurred certain cost increases due to inflation, which to date, have not been material. However, there can be no assurance that future inflationary pressures will not become more significant, or that we will continue to be able to fully mitigate the impact of inflation through price increases, productivity initiatives and cost savings, which could have an adverse effect on our results of operations. In addition, if the U.S. economy enters a recession, we may experience rental and sales declines which could have an adverse effect on our business, operating results and financial condition. Economic weakness may also lead us to impair assets, adjust our operating strategy, reduce expenses in response to decreased revenues or margins, or take restructuring actions. We may not be able to adequately adjust our cost structure in a timely fashion, which could have an adverse effect on our operating results and financial condition.

Disruptions in capital and credit markets as a result of an economic downturn, economic uncertainty, the imposition of trade tariffs and other counter measures, increases by the Federal Reserve of its benchmark interest rate in the U.S., changing or increased regulation, reduced alternatives or failures of significant financial institutions could adversely affect our customers' ability to access capital, our access to liquidity needed for business in the future and our ability to raise capital when needed. Additionally, unfavorable market conditions may depress demand for our products and services or make it difficult for our customers to obtain financing and credit on reasonable terms. Unfavorable market conditions also may cause more of our customers to be unable to meet their payment obligations to us, increasing delinquencies and credit losses. If we are unable to manage credit risk adequately, or if a large number of customers experience financial difficulties at the same time, our credit losses could increase above historical levels and our operating results would be adversely affected. Moreover, our suppliers may be adversely impacted by unfavorable capital and credit markets, causing disruption or delay of product availability. A disruption in the financial markets could impair our banking or other business partners, on whom we rely for access to capital. In addition, changes in tax or interest rates in the U.S., whether due to recession, economic disruptions or other reasons, could have an adverse effect on our operating results. These events could negatively affect our business, financial position, results of operations, and cash flows.

Fluctuations in fuel costs or reduced supplies of fuel could harm our business.

We could be adversely affected by limitations on fuel supplies or significant increases in fuel prices, for example, resulting from the imposition of tariffs or other trade measures, that could result in higher costs to us for transporting equipment from one branch to another branch or one region to another region. A significant or protracted disruption of fuel supplies or increase in fuel prices could have an adverse effect on our financial condition and results of operations.

We are exposed to a variety of claims and losses arising from our operations, and our insurance may not cover all or any portion of such claims.

We are exposed to a variety of claims arising from our operations, including claims by third parties for personal injury, death or property damage allegedly arising from the operation of our equipment or acts or omissions of our personnel and workers' compensation claims. We are also exposed to risk of loss from damage to our equipment and resulting business interruption. Our responsibility for such claims and losses is increased when we waive the provisions in certain of our rental contracts that hold a renter responsible for damage or loss under an optional loss or damage waiver that we offer. For example, when a rental protection plan (a "RPP") is applied to any equipment rented from us (either upon a customer's purchase of the RPP or being automatically applied on the equipment in lieu of a valid certificate of insurance), the customer will, subject to certain terms and conditions, only be held responsible for the first $1,000 of any loss or damage to each piece of the rented equipment. Although we maintain insurance customary for our business activities, including general liability, workers' compensation, and vehicle liability insurance coverage, covering such risks and in such amounts that we believe are commercially reasonable to prevent losses from reasonably foreseeable events, our coverage may not be adequate to protect us against such exposure. Events may occur that result in losses for which no insurance is available or which exceed the coverage limits of the insurance that we maintain and risks may exist or arise for which insurance is not available on commercially reasonable terms.

Moreover, in the event that insurance coverage does apply, we will bear a portion of the associated losses through the application of deductibles and self-insured retention in the insurance policies. For a company of our size, such deductibles or self-insured retention could be substantial. There is also no assurance that insurance policies of these types will be available for purchase or renewal on commercially reasonable terms, or at all, or that the premiums and deductibles under such policies will not substantially increase, including as a result of market conditions in the insurance industry.

If we were to incur one or more liabilities that are significant, individually or in the aggregate, where we are not fully insured, that we self-insure against or that our insurers dispute, it could have a material adverse effect on our financial condition. Even with adequate insurance coverage, we still may experience a significant interruption to our operations as a result of third-party claims or other losses arising from our operations. Furthermore, insurance coverage may not continue to be available to us or, if available, may be at a significantly higher cost.

Litigation could have a material adverse impact on our results of operations and financial condition.

We are subject to litigation from time to time. The outcome of any litigation, regardless of its merits, is inherently uncertain. Regardless of the merits of any claims that may be brought against us, pending or future litigation could result in a diversion of management's attention and resources, and we may be required to incur significant expenses defending against these claims. If we are unable to prevail in litigation, we could incur substantial liabilities. While we have general liability insurance, it might not cover such claims, might not provide sufficient payments to cover all the costs to resolve one or more such claims, and might not continue to be available on terms acceptable to us (including premium increases or the imposition of large deductible or co-insurance requirements), or at all. Where we can make a reasonable estimate of the liability relating to pending litigation and determine that it is probable, we record a related liability. As additional information becomes available, we assess the potential liability and revise estimates as appropriate. However, because of uncertainties relating to litigation, the amount of our estimates could be wrong. Any adverse determination related to litigation, or even the burdens of litigation or potential threat of liability, could require us to change our technology or our business practices, pay monetary damages, or enter into royalty or licensing arrangements, which could materially adversely affect our results of operations and cash flows, harm our reputation, or otherwise negatively affect our business. See "—Our products and services may infringe or be alleged to infringe the intellectual property rights of others, which may cause us to incur unexpected costs or prevent us from selling our products and services. Moreover, from time to time we may hire employees previously employed by competitors, which may subject us to claims that such employees have wrongfully divulged intellectual property or confidential information belonging to such competitors."

Environmental, health, and safety laws and regulations and the costs of complying with them, or any change to them impacting our markets, could materially adversely affect our financial position, results of operations, and cash flows.

Our operations are subject to numerous national, state, and local laws and regulations governing environmental protection and occupational health and safety matters. These laws govern such issues as wastewater, storm water, solid and hazardous wastes and materials, air quality, and matters of workplace safety. Under certain of these laws and regulations, we may be liable for, among other things, the cost of investigating, remediating and monitoring contamination at our current or former sites as well as third-party sites, including sites to which we have sent hazardous wastes for disposal or treatment. Liability under these laws and regulations may be imposed on a joint and several basis and without regard to fault. Authorities could impose fines, suspend production, alter our manufacturing processes, or stop, suspend or otherwise restrict our operations if we do not comply with these regulations. We may also be subject to third-party claims, including claims for clean-up costs, personal injury or property damage under these laws and regulations. We use hazardous materials to clean and maintain equipment, dispose of solid and hazardous waste and wastewater from equipment washing, and store and dispense petroleum products from storage tanks at certain of our locations. We also indemnify various parties for the costs associated with remediating numerous hazardous substance storage, recycling or disposal sites in many states and, in some instances, for natural resource damages. The amount of any such expense or related natural resource damages for which we may be held responsible could be substantial. We cannot predict the potential financial impact on our business if adverse environmental, health, or safety conditions are discovered, or environmental, health, and safety requirements become more stringent. If we are required to incur environmental, health, or safety compliance or remediation costs that are not currently anticipated by us, our financial position, results of operations, and cash flows could be materially adversely affected, depending on the magnitude of the cost. Furthermore, any claims asserted against us in the future may not be covered by insurance. Even if covered, the amount of insurance may be inadequate to cover any adverse judgment. Fines and other sanctions imposed on us for environmental violations and expenses we incur to remedy or comply with environmental regulations would decrease our cash reserves and could harm our profitability. In addition, environmental, health and safety laws and regulations and the interpretation and enforcement of such laws and regulations are subject to change. We may incur additional costs in complying with new or more stringent or comprehensive environmental, health and safety regulations that are promulgated in the future, including in relation to climate change regulations, which could materially affect our operating results.

Any future outbreak of disease or pandemic, and the measures taken in response thereto, may have an adverse impact our business, results of operations, and financial condition.

Any future outbreak of disease or pandemic, and the actions public health authorities and governments take in response, could result in significant reductions in the demand for our equipment and services, interruptions to our supply chains and general economic volatility and uncertainty in U.S. and international financial markets. Any of these consequences could adversely affect our business, results of operations, and financial condition and could adversely affect our access to capital markets and investment activity, negatively affecting the availability of capital, the terms and conditions of financing arrangements, and the related costs of such financing.

Climate change and legal or regulatory responses thereto may have a material negative impact on our business and results of operations.

There is increasing concern that a gradual increase in global average temperatures due to the concentration of carbon dioxide and other greenhouse gases in the atmosphere will cause significant change in weather patterns around the globe, increase the frequency and severity of natural disasters, and exacerbate water scarcity in regions where we operate. Such climate effects may negatively affect our capability to provide and deliver equipment that meets the safety and functional expectations of our customers as well as the health and safety of our employees. Increased frequency or duration of extreme weather conditions could impact our business and the demand for our equipment and services. In addition, in an effort to support their own sustainability initiatives, our customers may require our rental equipment to meet certain standards, such as using renewable fuel or being powered by electricity. If we are unable to rent or sell equipment that meets such standards or such other expectations of our customers, or if we are unable to pass along to customers the increased costs of meeting such standards or expectations, our business and results of operations could be materially adversely affected.

In addition, the legislative and regulatory authorities in the U.S. and internationally have considered and adopted, and likely will continue to consider and adopt, numerous measures related to climate change and greenhouse gas emissions, including greenhouse gas emissions disclosure requirements and other laws and regulations affecting our end markets, such as oil, gas, and other natural resource extraction. For example, new disclosure obligations related to greenhouse gas emissions, such as California's Climate Corporate Data Accountability Act, Climate-Related Financial Risk Act or the Voluntary Carbon Markets Disclosure Act, or other disclosure regimes may become applicable to our operations and may increase our reporting obligations and our costs. Such current and potential future laws and regulations could affect demand for our services and offerings, increase the cost to operate our fleet, and materially adversely affect our business. Failure to comply with any legislation or regulation could result in fines and civil or criminal sanctions, and any such legislation or regulation may require us to implement operational changes that may require substantial expenditures or may otherwise adversely impact our current operations. At the same time, the federal government and other regulatory authorities have been considering and adopting initiatives to rollback restrictions on greenhouse gas emissions and regulations targeting climate change, and may continue to do so. The impact of diverging regulatory developments relating to climate change on our operations, our suppliers and the markets we serve is uncertain.

Climate change, diversity, equity, and inclusion, and other sustainability and corporate responsibility issues have become an area of heightened focus and debate among certain stakeholders, including investors, customers, employees, regulators, and the general public in the U.S. and abroad. In particular, companies face evolving rules, regulations, and expectations with respect to their practices, disclosures, and performance in relation to these topics. This may result in increased costs (including but not limited to increased costs related to compliance, stakeholder engagement, and contracting), and impact our reputation or otherwise affect our business performance.

Further, some investors are placing a greater emphasis on sustainability and corporate responsibility issues when evaluating investment opportunities. If we are unable to implement and operate our business consistent with our sustainability and corporate responsibility objectives or provide sufficient disclosure about our sustainability and corporate responsibility practices, some investors may not view us as an attractive investment, which could have a negative effect on our financing resources and business. In addition, regulatory authorities, customers, investors and other stakeholders may take conflicting approaches to sustainability and corporate responsibility issues. For example, there is an increasing number of federal and state-level initiatives in the U.S. aimed at restricting or otherwise discouraging sustainability and corporate responsibility-related initiatives, and these may conflict with other regulatory requirements of other jurisdictions or our various stakeholders' expectations. We may not be able to meet these conflicting expectations and requirements with respect to sustainability and corporate responsibility, which could result in adverse publicity, harm our reputation, lead to claims against us and affect our relationships with our stakeholders, and subject us to legal and operational risks.

Damage to our reputation could significantly harm our businesses, competitive position, and prospects for growth.

Our ability to attract and retain investors, customers, and employees could be adversely affected by damage to our reputation resulting from various sources, including sustainability and corporate responsibility related issues; employee misconduct, litigation, or regulatory outcomes; failure to deliver minimum standards of service, and quality; compliance failures; unethical behavior; unintended breach of confidential information; and the activities of our customers and commercial partners. Our business may face increased scrutiny related to these items, including from the investment community, and our failure to achieve progress in these areas on a timely basis, or at all, could adversely affect our reputation, business, financial performance, and growth.

We may decide to pursue additional strategic transactions, which could be difficult to identify and implement, and could disrupt our business or change our business profile significantly.

We have in the past acquired other companies and may in the future decide to grow through additional acquisition of other companies or service lines of other businesses that either complement or expand our existing business and we may consider the divestiture of some of our businesses. Any acquisitions or divestitures we may seek to consummate will be subject to the negotiation of definitive agreements, satisfactory financing arrangements and applicable governmental approvals and consents, including under applicable antitrust laws, such as the Hart-Scott-Rodino Act. We cannot assure you that we will be able to identify suitable transactions and, even if we are able to identify such transactions, that we will be able to consummate any such acquisitions or divestitures on acceptable terms. We may not have the financial resources necessary to consummate any acquisitions or the ability to obtain the necessary funds on satisfactory terms and any future acquisitions may result in significant transaction expenses and risks associated with entering new markets. Any future acquisitions or divestitures we pursue may involve a number of risks, including some or all of the following:

- the diversion of management’s attention and financial resources from our core business;
- the disruption of our ongoing business;
- inherent risk associated with entering a geographic area or line of business in which we have no or limited experience;
- inaccurate assessment of undisclosed liabilities;
- potential known and unknown liabilities of the acquired or divested businesses for infringement, misappropriation or other violation of intellectual property rights or other claims and lack of adequate protections or potential related indemnities;
- the inability to integrate our acquisitions without substantial costs, delays or other problems;
- difficulty in assimilating the operations, products, technologies, and personnel of an acquired company, or acquired assets, within our existing operations, including the consolidation of corporate and administrative functions;
- operating inefficiencies that have a negative impact on profitability;
- the loss of key customers or employees of the acquired or divested business;
- the potential adverse effect on our existing business relationships with suppliers and other third parties;
- increasing demands on our operational systems;
- the integration of information systems and internal control over financial reporting;
- failure to achieve anticipated synergies or to receive an adequate return on the capital investment associated with the acquired or divested business; and

- possible adverse effects on our reported results of operations or financial position, particularly during the first several reporting periods after an acquisition or divestiture is completed.

Any acquired entities or assets may not enhance our results of operations. Even if we are able to integrate future acquired businesses with our operations successfully, we cannot assure you that we will realize the cost savings, synergies or revenue enhancements that we may anticipate from such integration or that we will realize such benefits within the expected time frame. Any acquisition also may cause us to assume liabilities, record goodwill and other intangible assets that will be subject to impairment testing and potential impairment charges, incur potential restructuring charges and increase working capital, and capital expenditure requirements.

If we were to undertake a substantial acquisition, the acquisition likely would need to be financed in part through additional financing from banks, through public offerings or private placements of debt or equity securities or with other arrangements. We cannot assure you that the necessary acquisition financing would be available to us on acceptable terms if and when required, given our substantial indebtedness and restrictions in the terms of our indebtedness that may limit the additional indebtedness that we may incur or the acquisitions that we may pursue, which may make it difficult or impossible for us to obtain financing for acquisitions. In connection with these acquisitions or investments, we could incur debt, interest expense, amortization expenses related to intangible assets, assume liabilities, or issue stock that would dilute our current shareholders' percentage of ownership.

A significant divestiture would, in the short term, result in loss of revenues and possibly earnings, and could require the amendment or refinancing of our outstanding indebtedness or a portion thereof. Further, to the extent that we agree to accept payment of all or a portion of the sale price over time, we will bear the risk that the portion of the price that is not paid at closing may be uncollectible. In addition, in connection with any divestiture, we may agree to retain obligations related to the business or assets sold and we may agree to indemnify the purchaser for outstanding liabilities or with respect to the representations, warranties or covenants included in the definitive agreement between the parties. These retained obligations and indemnification obligations could result in significant costs and expenses.

We have a substantial amount of indebtedness, which could adversely affect our financial condition and ability to operate our business.

As of December 31, 2025, we had approximately $3.3 billion of long-term debt outstanding, including borrowings under an asset-based revolving credit facility, issuances of senior secured second lien notes, and notes payable, and equipment financing lines of credit with various institutions. Our substantial indebtedness, combined with our other financial obligations and contractual commitments, could have important consequences for our business. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness, and any failure to comply with the obligations under any of our debt instruments, including restrictive covenants, could result in an event of default under the agreements governing such indebtedness;

- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing funds available for working capital, capital expenditures, acquisitions, business development, and other purposes;

- compromise our ability to capitalize on business opportunities and to react to competitive pressures, as compared to our competitors, due to our high level of debt and the restrictive covenants in the credit agreement that governs the asset-based lending facility (the "ABL Credit Facility," which replaced our prior asset-based lending facility (the "ABL Facility") on November 26, 2025), and the indentures governing our outstanding notes;

- limit our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;

- limit our ability to borrow additional funds, or to dispose of assets to raise funds, if needed, for working capital, capital expenditures, acquisitions, and other corporate purposes;

- prevent us from raising the funds necessary to repurchase all the notes tendered to us upon the occurrence of certain changes of control, which would constitute a default under the agreements governing such indebtedness; and
- limit our ability to redeem, repurchase, decrease or otherwise acquire or retire for value any subordinated indebtedness we may incur.

These restrictions could adversely affect our financial condition and limit our ability to successfully implement our growth strategy.

Additionally, the agreements governing our indebtedness contain covenants that restrict our ability to, among other things, incur additional indebtedness, make certain investments, enter into certain types of transactions with affiliates, sell or acquire certain assets or merge with or into other companies, use assets as security in other transactions, and maintain specified financial ratios or other financial metrics. A breach of one or more of these covenants could result in adverse consequences that could negatively affect our business, results of operations, and financial position. These consequences may include the acceleration of amounts outstanding under certain of our credit facilities, triggering an obligation to redeem certain debt securities, termination of existing unused commitments by our lenders, refusal by our lenders to extend further credit under one or more of the facilities or to enter into new facilities. For additional information on the restrictive covenants in the credit agreement that governs the ABL Credit Facility and the indentures governing our outstanding notes, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

In addition, we may need additional financing to support our business and pursue our growth strategy, including for strategic acquisitions. Our ability to obtain additional financing, if and when required, will depend on investor demand, our operating performance, the condition of the capital markets, and other factors. We cannot assure you that additional financing will be available to us on favorable terms when required, or at all. If we raise additional funds through the issuance of equity, equity-linked or debt securities, those securities may have rights, preferences or privileges senior to those of our Class A common stock, and, in the case of equity and equity-linked securities, our existing shareholders may experience dilution.

Interest rate fluctuations may have a material adverse effect on our business, results of operations, financial condition, and cash flows.

Indebtedness under our ABL Credit Facility bears interest at variable rates and we may incur additional variable interest rate indebtedness in the future. This exposes us to interest rate risk, and any interest rate swaps we enter into in order to reduce interest rate volatility may not fully mitigate our interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even if the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease.

We rely on our cash flows from operations and financing activities to provide us with sufficient working capital to operate our business and finance our growth strategies.

Historically, we have relied upon our cash flows from operations and financing activities to provide us with adequate working capital to operate our business. Moreover, our growth rate depends, to a large degree, on the availability of adequate capital to fund the expansion of our product offerings and market penetration, which in turn will depend in large part on cash flow generated by our business and the availability of equity and debt capital. To the extent we become more dependent upon our credit facilities to fund our operations, if our lenders reduce or terminate our access to amounts under our credit facilities, we may not have sufficient capital to fund our working capital needs or growth strategies and we may need to secure additional capital or financing to fund our working capital requirements, to repay outstanding debt under our credit facilities and notes or to finance our growth strategies. We can make no assurance that we will be successful in ensuring the availability of amounts under our credit facilities when they are needed or in connection with raising additional capital and that any amount, if raised, will be sufficient to meet our cash flow requirements. In the event we do not have available cash balances on hand for funding future operations, and if we are not able to maintain our borrowing availability under our credit facilities at that time and/or raise additional capital when needed, we may be forced to sharply curtail our efforts to promote the sale of our products or to curtail our operations.

We are making investments in new offerings and technologies, and expect to increase such investments in the future. These new investments are inherently risky, and we may never realize any expected benefits from them.

We have made investments to develop new offerings and technologies, including the software underpinning our telematics business, and we intend to continue investing significant resources in developing new technologies, tools, features, services, products, and offerings. For example, we believe that our T3 platform will be an important part of our offerings over the long term, and if we do not spend our development budget efficiently or effectively on commercially successful and innovative technologies, we may not realize the expected benefits of our investments.

There can be no assurance that customer demand for such initiatives will exist or be sustained at the levels that we anticipate, or that any of these initiatives will gain sufficient traction or market acceptance to generate sufficient revenue to offset any new expenses or liabilities associated with these new investments. It is also possible that products and offerings developed by others will render our products and offerings noncompetitive or obsolete. For example, some of our competitors are making investments into developing their own technology platforms. Further, our development efforts with respect to new products, offerings and technologies could distract management from current operations, and will divert capital and other resources from our more established products, offerings and technologies. Even if we are successful in developing new products, offerings or technologies, regulatory authorities may subject us to new rules or restrictions in response to our innovations that could increase our expenses or prevent us from successfully commercializing new products, offerings or technologies. If we do not realize the expected benefits of our investments, our business, financial condition, operating results, and prospects may be harmed.

Our collective bargaining agreements and our relationship with our union-represented employees could disrupt our ability to serve our customers, or lead to higher labor costs.

Certain of our employees are represented by unions and covered by collective bargaining agreements. Various unions occasionally seek to organize certain of our nonunion employees. Union organizing efforts or collective bargaining negotiations could potentially lead to work stoppages and slowdowns or strikes by certain of our employees, which could adversely affect our ability to serve our customers. Further, settlement of actual or threatened labor disputes or an increase in the number of our employees covered by collective bargaining agreements could lead to higher labor costs or adversely affect our productivity and operational flexibility.

Our products and services may infringe or be alleged to infringe the intellectual property rights of others, which may cause us to incur unexpected costs or prevent us from selling our products and services. Moreover, from time to time we may hire employees previously employed by competitors, which may subject us to claims that such employees have wrongfully divulged intellectual property or confidential information belonging to such competitors.

Companies in technology-oriented industries face the threat of intellectual property infringement claims with respect to the technology they employ, both from their competitors as well as other patent and trademark holders, including "non-practicing entities," seeking to profit from royalties generated from intellectual property litigation and licensing. Many companies in these industries, including some of our competitors, have patent and other intellectual property portfolios, which could make us a target for litigation as we may not be able to assert counterclaims against parties that sue us for patent or other intellectual property infringement.

We have received and may in the future continue to receive notices that claim we have infringed, misappropriated or otherwise violated third parties' intellectual property rights. We have been involved in one patent infringement lawsuit, which was decided in our favor in late 2021. As we face increasing competition and gain an increasingly high profile, we could face additional patent and other intellectual property claims against us. There may be intellectual property or other rights held by others, including issued or pending patents, that cover significant aspects of our products and services, and we cannot assure you that we will not in the future be the subject of claims with respect to alleged infringements or violations of third-party intellectual property rights or that we will not be held to have infringed or violated such rights. Any intellectual property claim against us, regardless of merit, could be time consuming and expensive to settle or litigate, could divert our management's attention and other resources, and could hurt goodwill associated with our brand. These claims may also subject us to significant liability for damages and may result in us having to stop using technology, content, branding, or business methods found to be in violation of another party's rights, including our T3 platform in the manner in which it is currently used within our Company or made available to customers, or require us to modify our technologies to avoid infringement. Making such modifications may not be commercially feasible, and regardless, may require us to incur significant time and expense. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, injunctions against us, payment of damages, ongoing royalty payments and significant settlement payments, including to satisfy indemnification obligations, or may require us to enter into costly royalty or licensing agreements, if available. Such results could have a materially adverse effect on our business and financial performance. Further, certain adverse outcomes of such proceedings could adversely affect our ability to compete effectively in existing or future businesses.

The outcome of any litigation is inherently uncertain, and there can be no assurances that favorable final outcomes will be obtained in all cases. In addition, plaintiffs may seek, and we may become subject to, preliminary or provisional rulings in the course of any such litigation, including preliminary injunctions requiring us to cease some or all of our operations. We may decide to settle such lawsuits and disputes on terms that are unfavorable to us. Similarly, if any litigation to which we are a party is resolved adversely, we may be subject to an unfavorable judgment that may not be reversed upon appeal. The terms of such a settlement or judgment may require us to modify or cease some or all of our operations or pay substantial amounts to the other party. In addition, we may have to seek a license to continue practices found to be in violation of a third party's rights. If we are required or choose to enter into royalty or licensing arrangements, such arrangements may not be available on reasonable terms, or at all, and if available may significantly increase our operating costs and expenses. As a result, we may be required to develop or procure alternative non-infringing technology, content, branding, or business methods, which could require significant effort and expense, and make us less competitive. If we cannot license or develop alternative technology, content, branding, or business methods for any allegedly infringing aspect of our business, we may be required to discontinue our use of the technology, including our T3 platform, or we may be prevented from operating our business in certain jurisdictions, which may hinder our ability to compete effectively. An unfavorable resolution of the disputes and litigation referred to above could adversely affect our business, financial condition, and operating results.

We employ certain individuals who were previously employed at other construction rental and technology companies, including our competitors or potential competitors. We have been, and may continue to be in the future, subject to claims that our employees, consultants, collaborators, advisors or independent contractors have inadvertently or intentionally used or disclosed confidential information of these third parties. Litigation has been, and may continue to be, necessary to defend against these claims. For example, we are involved in litigation matters across the U.S. alleging misappropriation of trade secrets. These claims are costly to defend against, may result in significant costs if decided against us, may divert our resources or management's time away from our operations, and may have an adverse effect on our ability to operate and grow our business. Even if we are successful in defending against such claims, the litigation will continue to result in meaningful legal costs and may be a distraction to management and other employees. See "—Litigation could have a material adverse impact on our results of operations and financial condition."

We may not be able to adequately protect our intellectual property and other proprietary rights that are material to our business.

We rely on a combination of patent, trademark, copyright, trade secret, and unfair competition laws, as well as confidentiality and license agreements and other contractual provisions, to establish and protect our intellectual property and other proprietary rights, both in the U.S. and in other jurisdictions. Because of the differences between U.S. and foreign laws, our intellectual property rights may not receive the same degree of protection in foreign countries as they would in the U.S. Our ability to compete effectively depends in part on the maintenance of our intellectual property portfolio, and accordingly, our failure to obtain or maintain adequate protection of our intellectual property rights for any reason could harm our business, financial condition, and results of operations.

We have applied for patents in the U.S. and other jurisdictions, some of which have been issued and some of which are pending. We cannot guarantee that any of our pending applications will be approved or that our existing and future patent rights will be sufficiently broad to protect our proprietary technology, and any failure to obtain such approvals or finding that our intellectual property rights are invalid or unenforceable could force us to, among other things, re-design our affected products and services. Moreover, we may not file patent applications in all of the jurisdictions where protection will ultimately be desirable. If we fail to timely file a patent application in a jurisdiction, we may be precluded from doing so at a later date. The patents we own could be challenged, invalidated or circumvented by others and may not be of sufficient scope or strength to provide us with any meaningful protection or commercial advantage. In countries where we have not applied for patent protection or where effective patent protection is not available to the same extent as in the U.S., we may be at greater risk that our proprietary rights will be infringed or otherwise violated, or that our competitors will be able to commercialize technology that is similar to our own. Even in jurisdictions where we own patents, we cannot assure you that competitors will not infringe them, that we will detect any infringement, or that we will have adequate resources to enforce such patents against any such infringement.

To protect our unregistered intellectual property, including our trade secrets and know-how, we rely in part on trade secret laws and confidentiality and invention assignment agreements with our employees and independent contractors. We also require other third parties who may have access to our proprietary technologies and information to enter into non-disclosure agreements or to be bound by professional, fiduciary, or other contractual obligations requiring the applicable third party to protect our trade secrets, proprietary know-how and other confidential information. Such measures, however, provide only limited protection, and we cannot assure you that our confidentiality and non-disclosure agreements will prevent unauthorized disclosure or use of our confidential information, especially after our employees or third parties end their employment or engagement with us, or provide us with an adequate remedy in the event of such disclosure. We cannot guarantee that we have entered into such agreements with each party who has developed intellectual property on our behalf and each party that has or may have had access to our confidential information, know-how or trade secrets, and such agreements may be insufficient or breached. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret or know-how is difficult, expensive, and time-consuming, and the outcome is unpredictable. In addition, trade secrets and know-how can be difficult to protect and some courts inside and outside the U.S. are less willing or unwilling to protect trade secrets and know-how. Additionally, employees, independent contractors and other third parties may make adverse ownership claims to our current and future intellectual property, and, to the extent that our employees, independent contractors or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. Furthermore, competitors or other third parties may independently discover our trade secrets, copy or reverse engineer our products or portions thereof, or develop similar technology. While our proprietary software may be protected under copyright law, we have chosen to primarily rely on trade secret protection to protect our proprietary source code, including the code of our T3 platform.

We rely on our trademarks to distinguish our products and services from those of our competitors, and have registered and applied to register some of these trademarks. We cannot assure you that our trademark applications will be approved. Third parties may also oppose our trademark applications, seek to cancel our trademark registrations, or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products and services, which could result in loss of brand recognition, and could require us to devote resources to advertising and marketing new brands. Further, we cannot assure you that competitors or other third parties will not infringe our trademarks or otherwise engage in unfair competition, or that we will have adequate resources to enforce our trademarks.

If we fail to protect our intellectual property and other proprietary rights, or if such intellectual property and proprietary rights are infringed, misappropriated or otherwise violated, our business, results of operations or financial condition could be materially harmed.

In the future, we may need to take legal action to prevent third parties from infringing, misappropriating or otherwise violating our intellectual property or from improperly accessing or using our technology. Protecting and enforcing our intellectual property rights and defending their validity, enforceability and scope from counterattacks could result in significant litigation costs and require significant time and attention from our technical and management personnel, which could significantly harm our business. In addition, the outcome of litigation is inherently uncertain, and we may not prevail in such proceedings. Proceedings may also result in our intellectual property rights being found invalid or unenforceable, which would prevent us from asserting them against third parties in the future. An adverse outcome of any such proceeding may reduce our competitive advantage or otherwise harm our financial condition and our business. In addition, a breakdown in our internal policies and procedures may lead to an unintentional disclosure of our proprietary or confidential information, which could in turn harm our business, financial condition, or results of operations. Some of our products rely on third-party technologies including open source software, which could result in product incompatibilities or harm availability of our products and services.

We license software, technologies, and intellectual property underlying some of our software from third parties. The third-party licenses we rely upon may not continue to be available to us on commercially reasonable terms, or at all, and the software and technologies may not be appropriately supported, maintained, or enhanced by the licensors. Some software licenses are subject to annual renewals at the discretion of the licensors. In some cases, if we were to breach a provision of these license agreements, the licensor could terminate the agreement immediately. The loss of licenses to, or inability to support, maintain, and enhance, any such third-party software or technology could result in increased costs, or delays in software releases or updates, until such issues have been resolved. To resolve these issues may require us to replace third-party software or technology used in our software, which could result in loss of functionality, reliability or quality. This could have an adverse effect on our business, financial condition, and results of operations.

We also incorporate open source software into some of our products and expect to use open source software in the future. Although we monitor our use of open source software, the terms of many open source licenses have not been interpreted by U.S. courts, and there is a risk that such licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to market our products, sell our products or develop new products, including requirements that we disclose our source code to licensees and other users, permit others to create derivative works of our proprietary software, and preclude us from charging fees to our licensees and end-users. In such event, we could be required to seek alternative licenses from third parties in order to continue offering our products, to disclose and offer royalty-free licenses in connection with our own source code, to re-engineer our products, or to discontinue certain services in the event re-engineering cannot be accomplished on a timely basis, any of which could adversely affect our business. We also may face claims from third parties claiming ownership of, or demanding the release or license of, what we believe to be open source software or derivative works that we developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open source license. Public release of our proprietary source code could allow our competitors to create similar products with less development time and effort.

Our use of third-party open source software may subject us to litigation or otherwise adversely affect our ability to offer our products and offerings.

We use third-party open source software in connection with the development of our T3 platform. From time to time, companies that use third-party open source software have faced claims challenging the use of such open source software and their compliance with the terms of the applicable open source license. We may be subject to suits by parties claiming ownership of what we believe to be open source software, or claiming non-compliance with the applicable open source licensing terms. Some open source licenses require licensors of proprietary software incorporating or otherwise using open source software who distribute the combined software or make it available across a network, including on a SaaS basis, to make available all or part of such combined software in source code form, or to make available modifications or derivative works to such open source software, which in some circumstances could include valuable proprietary source code. While we employ practices designed to monitor our compliance with the licenses of third-party open source software and protect our valuable proprietary source code, we have not run a complete open source license review and may inadvertently use third-party open source software in a manner that exposes us to claims of non-compliance with the applicable terms of such license, including claims for infringement of intellectual property rights or for breach of contract. Furthermore, there is an increasing number of open source software license types, many of which have not been tested in a court of law, resulting in a dearth of guidance regarding the proper legal interpretation of such licenses. If we were to receive a claim of non-compliance with the terms of any of our open source licenses, we may be required to publicly release certain portions of our proprietary source code, purchase a costly license, expend substantial time and resources to re-engineer some or all of our software, or be restricted from using all or a portion of our source code or software on an interim or permanent basis.

In addition, the use of third-party open source software typically exposes us to greater risks than the use of third-party commercial software because open source licensors generally do not provide warranties or controls on the functionality or origin of the software. Use of open source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to compromise our T3 platform. Additionally, because any software source code that we make available under an open source license or that we contribute to existing open source projects becomes publicly available, our ability to protect our intellectual property rights in such software source code may be limited or lost entirely, and we would be unable to prevent our competitors or others from using such contributed software source code. Any of the foregoing could be harmful to our business, financial condition, or operating results and could help our competitors develop products and offerings that are similar to or better than ours.

Our use of AI could expose us to liability or adversely affect our business.

We use AI, which includes machine learning and similar tools and technologies, in connection with our business, and intend to continue investing in this area. For example, we use third-party large language models in features of our T3 platform. We expect that increased investment will be required in the future to continuously improve our use of AI. As with many technological innovations, there are significant risks involved in developing, maintaining, and deploying these technologies and there can be no assurance that such technologies will always enhance our products or services or be beneficial to our business, including our efficiency or profitability.

We use third-party AI technologies, including third-party software and infrastructure. We cannot control the availability or pricing of such third-party AI technologies, especially in a highly competitive environment, and we may be unable to negotiate favorable economic terms with the applicable providers. If any such third-party AI technologies become incompatible with our solutions or unavailable for use, or if the providers of such models unfavorably change the terms on which their AI technologies are offered or terminate their relationship with us, our solutions may become less appealing to our customers and our business will be harmed. In addition, to the extent any third-party AI technologies are used as a hosted service, any disruption, outage, or loss of information through such hosted services could disrupt our operations or solutions, damage our reputation, cause a loss of confidence in our solutions, or result in legal claims or proceedings, for which we may be unable to recover damages from the affected provider.

Use of third-party AI technologies presents other risks as well. For example, if the models underlying the AI technologies we use are incorrectly designed or implemented; trained or reliant on incomplete, inadequate, inaccurate, biased or otherwise poor quality data, or on data to which we do not have sufficient rights or in relation to which we or the providers of such data have not implemented sufficient legal compliance measures; used without sufficient oversight and governance to ensure their responsible use; or adversely impacted by unforeseen defects, technical challenges, cybersecurity threats or material performance issues, the performance of our products, services and business, as well as our reputation, could suffer or we could incur liability resulting from the violation of laws or contracts to which we are a party or civil claims.

Our developers and software engineers use industry-standard tools, including tools provided by third parties, to develop or assist in the development of our own software code. While use of such tools makes our development process more efficient, AI technologies have sometimes generated content that is “substantially similar” to proprietary or open source code on which the AI tool was trained. If the AI tools we use generate code that is too similar to other proprietary code, or to software processes that are protected by patent, we could be subject to intellectual property infringement claims. We may also not be able to anticipate and detect security vulnerabilities in such AI generated software code. If our tools generate code that is too similar to open source code, we risk losing protection of our own proprietary code that is commingled with such code. Finally, to the extent we use third-party AI tools to develop software code, the terms of use of these tools may state that the third-party provider retains rights in the generated code.

Additionally, if any of our employees, contractors, consultants, vendors or service providers use any third-party AI-powered software for other purposes in connection with our business or the services they provide to us, it may lead to the inadvertent disclosure or incorporation of our confidential information into publicly available training sets, which may impact our ability to realize the benefit of, or adequately maintain, protect, and enforce our intellectual property or confidential information, harming our competitive position and business. Any output created by us using AI tools may not be subject to copyright protection, which may adversely affect our intellectual property rights in, or ability to commercialize or use, any such content. In the U.S., a number of civil lawsuits have been initiated related to the foregoing and other concerns, any one of which may, among other things, require us to limit the ways in which our AI systems are trained and may affect our ability to develop our AI-powered products and solutions. To the extent that we do not have sufficient rights to use the data or other material or content used in or produced by the AI tools used in our business, or if we experience cybersecurity incidents in connection with our use or any third party's use of AI, it could adversely affect our reputation and expose us to legal liability or regulatory risk, including with respect to third-party intellectual property, privacy, data protection and cybersecurity, publicity, contractual or other rights. Further, our competitors or other third parties may incorporate AI into their products more quickly or more successfully than us, which could impair our ability to compete effectively.

The regulatory framework for AI and similar technologies, and automated decision making, is changing rapidly. Many federal, state and foreign government bodies and agencies have introduced laws and regulations relating to AI. In the U.S., the Trump administration has rescinded an executive order relating to the safe and secure development of AI technologies that was previously implemented by the Biden administration. The Trump administration then issued a new executive order that, among other things, requires certain agencies to develop and submit to the president action plans to "sustain and enhance America's global AI dominance," and to specifically review and, if possible, rescind rulemaking taken pursuant to the rescinded Biden executive order. Thus, the Trump administration may continue to rescind other existing federal orders and administrative policies relating to AI technologies, or may implement new executive orders and other rule making relating to AI technologies in the future. Any such changes at the federal level could require us to expend significant resources to modify our products, services, or operations to ensure compliance or remain competitive. U.S. legislation related to AI technologies has also been introduced at the federal level and is advancing at the state level. For example, the California Privacy Protection Agency finalized regulations under the CCPA regarding the use of automated decision-making. California has also enacted numerous laws that further regulate use of AI technologies and provide consumers with additional protections around companies' use of AI technologies, such as requiring companies to disclose certain uses of generative AI. Other states have also passed AI-focused legislation, such as Colorado's Artificial Intelligence Act, which will require developers and deployers of "high-risk" AI systems to implement certain safeguards against algorithmic discrimination, and Utah's Artificial Intelligence Policy Act, which establishes disclosure requirements and accountability measures for the use of generative AI in certain consumer interactions. Such additional regulations may impact our ability to develop, use, procure, and commercialize AI technologies in the future.

It is possible that new laws and regulations will be adopted in the U.S. and in non-U.S. jurisdictions, or that existing laws and regulations may be interpreted in ways that would affect the operation of our products and solutions and the way in which we use AI and similar technologies. Laws and regulations may be rescinded or amended as new administrations take differing approaches to evolving AI technologies. As a result, implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. We may not be able to adequately anticipate or respond to these evolving laws and regulations, and we may need to expend additional resources to adjust our offerings in certain jurisdictions if applicable legal frameworks are inconsistent across jurisdictions. Moreover, because these technologies are themselves highly complex and rapidly developing, it is not possible to predict all of the legal or regulatory risks that may arise relating to our use of such technologies. Further, the cost to comply with such laws or regulations could be significant and would increase our operating expenses, which could adversely affect our business, financial condition, and results of operations.

As the utilization of AI becomes more prevalent, we anticipate that it will continue to present new or unanticipated ethical, reputational, technical, operational, legal, competitive, and regulatory issues, among others. We expect that our incorporation of AI in our business will require additional resources, including the incurrence of additional costs, to develop and maintain our products and solutions, and features to minimize potentially harmful or unintended consequences, to comply with applicable and emerging laws and regulations, to maintain or extend our competitive position, and to address any ethical, reputational, technical, operational, legal, competitive or regulatory issues which may arise as a result of any of the foregoing. As a result, the challenges presented with our use of AI could adversely affect our business, financial condition, and results of operations.

We have operations throughout portions of the U.S., which exposes us to multiple state and local regulations, in addition to federal law and requirements as a government contractor. Changes in applicable law, regulations, executive orders, directives or requirements, or our material failure to comply with any of them, can increase our costs and have other negative impacts on our business.

We have operations across the U.S., exposing us to a host of different state and local regulations, in addition to federal law and regulatory, and contractual requirements. These laws and requirements address multiple aspects of our operations, such as worker safety, environmental concerns, privacy, employee rights and more, and there are often different and potentially conflicting requirements in different jurisdictions. These various government regulations impact our operating costs, profit margins and our internal organization and operation of our business. Furthermore, we have rental contracts with governmental entities and are subject to additional rules, regulations and approvals applicable to government contractors. We are also subject to routine audits to assure our compliance with these requirements. Our failure to comply with these regulations, rules and approvals could result in the imposition of penalties and the loss of our government contracts and disqualification as a U.S. government contractor. As a result, our revenues, profit and cash flow could be reduced. Changes in these requirements, or any material failure by our branches to comply with them, could increase our costs, affect our reputation, limit our business, drain management time and attention, and otherwise impact our operations in adverse ways. While rental contracts with governmental entities are currently a de minimus amount of our business today, we expect they will increase over time.

We are subject to various laws, regulations and other requirements regarding our processing of personal information, and compliance with such laws and regulations is costly and time consuming. Any actual or perceived failure to comply with new or existing laws, regulations and other requirements relating to the privacy, security and processing of personal information could adversely affect our business, prospects, financial condition, and results of operations.

Our collection, processing, distribution, and storage of personal information is subject to a variety of laws and regulations, which could limit the way we market and provide our products and services. Compliance with these data privacy and security requirements is rigorous and time-intensive and may increase our cost of doing business and, despite these efforts, there is a risk that we fail to comply and may become subject to government enforcement actions, fines and penalties, litigation and reputational harm, which could materially and adversely affect our business, financial condition, and results of operations. In addition, the regulatory framework for the handling of personal and confidential information is rapidly evolving and is likely to remain uncertain for the foreseeable future as new privacy laws are being enacted globally and existing laws are being updated and strengthened.

Moreover, we may be considered a “user” of consumer reports provided by consumer reporting agencies under the Fair Credit Reporting Act, as amended by the Fair and Accurate Credit Transactions Act (collectively, “FCRA”). FCRA regulates and protects consumer information collected by CRAs and imposes specific obligations on “users” of consumer reports. Such obligations may include notifying consumers when such reports are used to make an adverse decision and, in the context of completing employee background checks, providing a notice containing certain disclosures to the consumer and obtaining their consent. FCRA also grants consumers specific rights, including the right to know what is in their file, ask for a credit score, dispute incomplete or inaccurate information, limit prescreened offers of credit and insurance they receive based on their credit report, and obtain a security freeze.

States are introducing or enhancing data privacy and security laws, rules and regulations, which could increase our compliance costs, and the risks associated with noncompliance. For example, the California Consumer Privacy Act as amended by the California Privacy Rights Act (collectively, the “CCPA”) broadly defines personal information and requires companies that process information of California residents to make new disclosures to consumers about their data collection, use and sharing practices. The CCPA also gives California residents expanded privacy rights and protections, such as affording them the right to opt out of certain data sharing with third parties, right to access and request deletion and correction of their information and provides a new cause of action for certain data breaches. This private right of action has increased the likelihood of, and risks associated with, data breach litigation. The law also prohibits covered businesses from discriminating against California residents (for example, charging more for services) for exercising any of their CCPA rights. The CCPA provides for severe civil penalties and statutory damages for violations. The enactment of the CCPA has prompted a wave of similar legislative development in numerous U.S. states. For example, since the CCPA went into effect, general data privacy statutes that share similarities with the CCPA are now in effect and enforceable in over a dozen states, and will soon be enforceable in several other states as well. In addition, all 50 states have laws including obligations to provide notification of cybersecurity breaches of computer databases that contain personal information to affected individuals, state officers, and others. Aspects of the CCPA and other laws, and regulations relating to data protection, privacy and information security, as well as their enforcement, remain unclear and we may be required to modify our practices in an effort to comply with them. In addition, laws, regulations, and standards covering marketing, advertising, and other activities conducted by email, mobile devices, and the internet are applicable to our business. We have also received one or more claims of violation of the California Invasion of Privacy Act, though none resulting in significant liability or expense.

We cannot yet fully determine the impact these or future laws, rules and regulations concerning data privacy and security may have on our business or operations. These laws, rules and regulations may be inconsistent from one jurisdiction to another, subject to differing interpretations and may be interpreted to conflict with our practices. Additionally, we may be bound by contractual requirements applicable to our collection, use, processing and disclosure of various types of data, including personal information, and may be bound by, or voluntarily comply with, self-regulatory or other industry standards relating to these matters. Compliance with data privacy and security laws, rules and regulations could require us to take on more onerous obligations in our contracts and restrict our ability to collect, use, and disclose data. Because the interpretation and application of data protection laws, regulations, standards, and other obligations are still uncertain, and often contradictory and in flux, it is possible that the scope and requirements of these laws may be interpreted and applied in a manner that is inconsistent with our practices and our efforts to comply with the evolving data protection rules may be unsuccessful. Failure or perceived failure to comply with data privacy and security laws, rules and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation (including class actions) or adverse publicity and could negatively affect our results of operations and business. Claims that we have violated individuals' privacy rights, failed to comply with data privacy and security laws, rules and regulations or breached our contractual obligations, even if we are not found liable, could be expensive and time consuming to defend and could result in adverse publicity that could increase our operation costs, impact our financial performance and adversely affect enrollments.

The failure of financial institutions, including banks, and market intervention by banking regulators in response to such events may have an adverse impact on our business.

The failure of banks and other financial institutions and market intervention by banking regulators with respect to such events, including through the introduction of legislation or regulation, may adversely affect our access to capital and have a negative impact on our operational and financial results. A failure of financial institutions may also increase the possibility of a sustained deterioration of financial market liquidity and an increase in systemic risk in the national and international banking industry. If a bank with which we hold deposits were to fail or become distressed, we may incur financial losses where deposits are held in excess of Federal Deposit Insurance Corporation limits, or other, insured limits, which may affect our ability to pursue key strategic initiatives, obtain funding or continue operations. Further, if our commercial partners, insurers, customers, suppliers, or other parties on whom we rely are affected by issues in the banking industry it may have an adverse impact on our operational and financial performance.

The requirements of being a public company may strain our resources and distract our management, which could make it difficult to manage our business.

We are required to comply with various regulatory and reporting requirements, including those required by the SEC. Complying with these reporting and other regulatory requirements will be time-consuming and will result in increased costs to us and could have a negative effect on our business, financial condition, and results of operations.

As a public company, we are subject to the reporting requirements of the Exchange Act and requirements of the Sarbanes-Oxley Act of 2002 (as amended, the "Sarbanes-Oxley Act"). These requirements may place a strain on our systems and resources. The Exchange Act requires that we file annual, quarterly, and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting. To maintain and improve the effectiveness of our disclosure controls and procedures, we will need to commit significant resources, hire additional staff and provide additional management oversight. We are implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. Sustaining our growth also will require us to commit additional management, operational, and financial resources to identify new professionals to join our company and to maintain appropriate operational and financial systems to adequately support expansion. These activities may divert management's attention from other business concerns, which could have a material adverse effect on our business, financial condition, and results of operations. Furthermore, because we have not operated as a company with publicly traded common stock in the past, we might not be successful in implementing these requirements.

Our ability to use our net operating losses and certain other tax attributes to offset future taxable income may be subject to certain limitations.

As of December 31, 2025, we have accumulated federal net operating loss carryforwards ("NOLs") of $1,555 million, of which $1,538 million have an indefinite carryforward period, while the remainder expire in 2037. We have also accumulated, as of December 31, 2025, NOLs in various states, a portion of which will expire by 2043. The deferred tax assets recorded associated with accumulated federal and state NOLs was $357 million as of December 31, 2025. In addition, as of December 31, 2025, we have disallowed interest expense carryforwards under Section 163(j) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") ("Section 163(j) carryforwards"), of approximately $528 million ($111 million tax effected). Under the current tax law, federal NOLs incurred in taxable years beginning after December 31, 2017, can be carried forward indefinitely, but the deductibility of such federal NOLs in taxable years beginning after December 31, 2020 is limited to 80% of taxable income. These federal and state NOLs may be available to offset income tax liabilities in the future. In addition, we may generate additional NOLs in future years.

In general, under Section 382 of the Code ("Section 382"), a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its pre-change NOLs and Section 163(j) carryforwards to offset future taxable income. For this purpose, an ownership change generally means a more than 50 percentage point change in the ownership of a corporation by one or more shareholders or specified groups of shareholders, each of which owns 5% or more of the corporation (determined after the application of certain attribution and grouping rules) over a three-year period. Although we do not believe that any of our NOLs or Section 163(j) carryforwards are currently subject to limitation under Section 382, future changes in our stock ownership, and some of which may be outside of our control, could result in an ownership change under Section 382, which could limit our ability to use our existing or future NOLs and Section 163(j) carryforwards to offset future taxable income.

Changes in tax laws or tax rulings, or the examination of our tax positions, could materially affect our financial condition and results of operations.

We are subject to various types of tax arising from normal business operations in the jurisdictions in which we operate and transact. Any changes to local, domestic or international tax laws and regulations, or their interpretation and application, including those with retroactive effect, could affect our tax obligations, profitability, and cash flows in the future. In addition, tax rates in the various jurisdictions in which we operate may change significantly due to political or economic factors beyond our control. Our existing corporate structure and intercompany arrangements have been implemented in a manner we believe is in compliance with current prevailing tax laws. In addition, the taxing authorities in the U.S. and other jurisdictions where we do business regularly examine income and other tax returns and we expect that they may examine our income and other tax returns. The ultimate outcome of these examinations cannot be predicted with certainty. We continuously monitor and assess proposed tax legislation that could negatively affect our business.

Risks Related to Our Class A Common Stock

The dual class structure of our common stock and the ownership of Class B common stock by our Co-Founders will have the effect of concentrating voting control with our Co-Founders for the foreseeable future, which will limit or preclude your ability to influence corporate matters.

In connection with the Company's initial public offering completed on January 26, 2026, and the Company's amended and restated certificate of formation, bylaws, and investors' rights agreement, our Class B common stock has 20 votes per share and our Class A common stock has one vote per share. Holders of shares of our Class B common stock will vote together with holders of our Class A common stock as a single class on all matters on which shareholders are entitled to vote generally, except as otherwise set forth in our amended and restated certificate of formation or as required by applicable law. Our Co-Founders will beneficially own all shares of Class B common stock then outstanding. As a result, our Co-Founders hold approximately 85% of the total voting power of our outstanding common stock. Our Co-Founders have agreed to vote together as a group. As a result, our Co-Founders together control a majority of the total combined voting power of our outstanding common stock and therefore control all matters submitted to the holders of our common stock for approval, including elections for directors, mergers or acquisitions, asset sales and other significant transactions, so long as the Class B common stock remain outstanding. This concentrated control will limit your ability to influence corporate matters for the foreseeable future. For example, our Co-Founders control the amendments of our amended and restated certificate of formation or bylaws, increases to the number of shares available for issuance under our equity incentive plans or adoption of new equity incentive plans and approval of any merger or sale of assets for the foreseeable future, subject to the terms of any preferred stock then outstanding. This control may materially adversely affect the market price of our Class A common stock.

Further, the holders of our Class B common stock may cause us to make strategic decisions or pursue acquisitions that could involve risks to you or which may not be aligned with your interests. The holders of our Class B common stock are also entitled to a separate vote in the event we seek to amend our amended and restated certificate of formation in a manner that adversely affects the holders of our Class B common stock.

Our dual class structure may depress the trading price or liquidity of our Class A common stock.

Our dual class structure may result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. For example, certain index providers restrict inclusion of companies with multiple class share structures in certain of their indexes. In addition, certain proxy advisory firms oppose the use of dual or multiple class structures. As a result, the multiple series structure of our common stock may prevent the inclusion of our Class A common stock in certain indices and may cause proxy advisory firms to publish negative commentary about our corporate governance practices or otherwise seek to cause us to change our capital structure, which could result in a less active trading market for our Class A common stock and adversely affect the value of our Class A common stock. In addition, the difference in the voting rights of the various series of our common stock could harm the value of our Class A common stock to the extent that any investor or potential future purchaser of our Class A common stock ascribes value to the superior voting power of our Class B common stock.

Our stock price may fluctuate significantly, and may decline regardless of our operating performance.

The trading price of our Class A common stock may be volatile and subject to wide price fluctuations in response to various factors, including:

- market conditions in the broader stock market in general, or in our industry in particular;
- actual or anticipated fluctuations in our quarterly financial and operating results;
- introduction of new products and services by us or our competitors;
- failure of securities analysts to initiate or maintain coverage of us or the issuance of new or changed securities analysts' reports or recommendations;

- variance in our financial performance from estimates of securities analysts or the expectations of investors;
- investor perceptions of us and the industries in which we or our clients operate;
- sales of large blocks of our stock, including those by our existing investors;
- additions or departures of key personnel;
- regulatory developments;
- litigation and governmental investigations; and
- economic and political conditions or events.

These and other factors may cause the market price and demand for our Class A common stock to fluctuate substantially, which may limit or prevent investors from readily selling their shares of Class A common stock and may otherwise negatively affect the liquidity of our Class A common stock. In addition, in the past, when the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our shareholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert the time and attention of our management from our business.

The trading market for our Class A common stock will also be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover us downgrade our stock, or if our results of operations do not meet their expectations, our stock price could decline.

Some provisions of Texas law and our amended and restated certificate of formation and amended and restated bylaws may deter third parties from acquiring us.

Our amended and restated certificate of formation and amended and restated bylaws, among other things:

- provide for two classes of common stock with disparate voting power, the Class A common stock and the Class B common stock that provide the holders thereof with the ability to control the outcome of matters requiring shareholder approval, even though such holders own significantly less than a majority of the shares of our outstanding common stock;
- authorize the issuance of “blank check” preferred stock that could be issued by the Company’s Board of Directors (the “Board”) to prevent a takeover attempt;
- authorize the classification of our Board into separate classes of directors to be elected on a staggered basis (except that prior to the date where each share of Class B common stock automatically converts automatically into one share of Class A common stock (the “Sunset Date”), our Board will consist of a single class of directors each serving one year terms);
- prohibit shareholders from calling special meetings of shareholders (except that prior to the Sunset Date, special meetings of shareholders may be called by shareholders holding a majority of the combined voting power of our then-outstanding common stock);
- prohibit shareholder action by written consent, thereby requiring all actions to be taken at a duly called meeting of the shareholders (except that prior to the Sunset Date, shareholder actions may be taken by written consent in lieu of a meeting);
- require the approval of holders of at least 75% of the total combined voting power of the outstanding shares of our common stock to amend our amended and restated by-laws and certain provisions of our amended and restated certificate of formation (except that prior to the Sunset Date, such amendments require only the

affirmative vote of a majority of the voting power of our outstanding shares of stock entitled to vote thereon); and

- provide for notice procedures that shareholders must comply with in order to nominate candidates to our Board or to propose matters to be acted upon at a shareholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us.

These provisions may prevent our shareholders from receiving the benefit from any premium to the market price of our Class A common stock offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our Class A common stock if the provisions are viewed as discouraging takeover attempts in the future.

Our amended and restated certificate of formation and amended and restated bylaws may also make it difficult for shareholders to replace or remove our management. Furthermore, the existence of the foregoing provisions, as well as the significant voting power that our Co-Founders hold, could limit the price that investors might be willing to pay in the future for shares of our Class A common stock. These provisions may facilitate management and board entrenchment that may delay, deter, render more difficult or prevent a change in our control, which may not be in the best interests of our shareholders.

Texas law may delay or prevent a change in control, and may discourage bids for our Class A common stock at a premium over its market price.

We are subject to the provisions of Sections 21.601 through 21.610 of the Texas Business Organizations Code ("TBOC"). These provisions prohibit large shareholders, in particular a shareholder owning 20% or more of the outstanding voting stock, from consummating a merger or combination with a corporation during the three-year period following their corresponding acquisition of 20% or more of the outstanding voting stock unless this shareholder receives board approval for the transaction or the share acquisition or 66 2/3% of the shares of voting stock not owned by the shareholder approve the merger or transaction. These provisions of Texas law may have the effect of delaying, deferring or preventing a change in control, and may discourage bids for our Class A common stock at a premium over its market price. These provisions do not apply to our Co-Founders.

Our amended and restated certificate of formation provides that the Business Court in the First Business Court Division of the State of Texas will be the exclusive forum for substantially all disputes between us and our shareholders (excluding claims under the federal securities laws), which could limit our shareholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of formation provides that, unless we consent in writing to the selection of an alternative forum, the Business Court in the First Business Court Division of the State of Texas will be the exclusive forum for the following types of actions or proceedings under Texas statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees, or shareholders to us or our shareholders;
- any action asserting a claim arising pursuant to any provision of the TBOC or our amended and restated certificate of formation and amended and restated bylaws;
- any action asserting a claim governed by the internal affairs doctrine; and
- any action asserting an "internal entity claim" as defined in the TBOC.

Any person purchasing or otherwise acquiring or holding any interest in shares of our capital stock is deemed to have received notice of and consented to the foregoing provisions. However, this provision would not apply to suits brought to enforce a duty or liability created by the Securities Act or Exchange Act.

This choice of forum provision may limit a shareholder's ability to bring a claim in a judicial forum that it finds more favorable for disputes with us or with our directors, officers, other employees or agents, or our other shareholders, may discourage such lawsuits against us and such other persons, and may result in increased costs for a shareholder to bring a claim. Alternatively, if a court were to find this choice of forum provision inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs.

Texas law and our amended and restated certificate of formation include provisions that may limit shareholders' ability to bring a cause of action against our directors or officers for certain acts or omissions in their capacity as directors or officers of the Company.

The TBOC and our governing documents include certain provisions that may limit our shareholders' ability to bring certain derivative claims against our officers and directors. For example, the TBOC permits corporations to request a court, at the start of a transaction (including related party transactions) or investigation of a derivative claim, to judicially determine the independence and disinterestedness of directors on special committees reviewing transactions or individuals on panels reviewing derivative claims. Future challenges to independence or disinterestedness would require new facts.

In addition, Section 21.419 of the TBOC sets forth certain presumptions concerning compliance by directors and officers with respect to their duties to a corporation, including the duty of care and duty of loyalty as those duties pertain to transactions with interested persons. Specifically, in taking or declining to take any action on any matters of a corporation's business, Section 21.419 provides that a director or officer is presumed to have acted (i) in good faith, (ii) on an informed basis, (iii) in furtherance of the interests of the corporation and (iv) in obedience to the law and the corporation's governing documents. These provisions are described as codifying the "business judgment rule." In order to succeed in a cause of action against a director or officer, the Company or a shareholder must rebut one or more of the foregoing presumptions and prove the director or officer's act or omission constituted a breach of duty as a director or officer and that such breach involved fraud, intentional misconduct, an ultra vires act or a knowing violation of law.

The TBOC contains provisions restricting our shareholders from inspecting certain corporate books and records unless they have held our shares for six months or own 5% of our standing shares.

Section 21.419 applies to a corporation that has a class or series of voting shares listed on a national securities exchange or includes within its organizational documents an affirmative election to be governed by such section. In our amended and restated certificate of formation, we have affirmatively elected, in the manner provided under the TBOC, to be governed by Section 21.419 and any successor provision thereto.

We are a "controlled company" within the meaning of Nasdaq's corporate governance standards and, as a result, we qualify for, and intend to rely on, exemptions from certain corporate governance requirements. You do not have the same protections afforded to shareholders of companies that are subject to such requirements.

Our Co-Founders have agreed to vote together as a group and control a majority of the voting power of our outstanding common stock. As a result, we are a "controlled company" within the meaning of the corporate governance standards of Nasdaq. Under these rules, a company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including those that would otherwise require our Board to be composed of a majority of independent directors or to establish a compensation committee and nominating committee comprised entirely of independent directors. While the majority of our Board are independent directors and our compensation committee is comprised entirely of independent directors, our nomination committee is not composed entirely of independent directors. As such, you do not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's rules. Our status as a controlled company could make our Class A common stock less attractive to some investors or otherwise harm our stock price.

We do not anticipate paying and may not be able to pay any cash dividends to common shareholders in the foreseeable future.

We currently intend to retain our future earnings, if any, for the foreseeable future, to fund the development and growth of our business. We do not intend to pay any dividends to holders of our common stock. In addition, so long as 1,561,801 shares of our perpetual preferred remain outstanding, no dividend or distribution shall be declared or paid on our common stock without the prior consent of holders of a majority of the then-outstanding shares of perpetual preferred. Moreover, the terms of existing or future debt agreements may preclude us from paying dividends to common shareholders. As a result, capital appreciation in the price of our Class A common stock, if any, will be your only source of gain on an investment in our Class A common stock.

Additional stock issuances could result in significant dilution to our shareholders.

We expect to issue additional capital stock in the future that will result in dilution to all other shareholders. For example, we have granted, and expect to continue to grant, equity awards to employees, directors, and consultants under our equity incentive plans. Any issuances of common stock resulting from the exercise of outstanding stock options would be dilutive to holders of our Class A common stock. We may also raise capital through equity financings in the future. In addition, as part of our business strategy, we may acquire or make investments in companies, products or technologies and issue equity securities to pay for any such acquisition or investment. The amount of dilution as a result of any of these issuances could be substantial and cause the trading price of our Class A common stock to decline.

We have 7,809,003 shares of our perpetual preferred stock and 5,951,709 shares of our perpetual-1 preferred stock outstanding, and the holders of the perpetual preferred retain rights that could impact the value of our Class A common stock and impact our business and operations.

As of December 31, 2025, 7,809,003 shares of our perpetual preferred stock and 5,951,709 of our perpetual-1 preferred stock are outstanding and retain rights that could impact the value of our Class A common stock and impact our business and operations. In the event of our liquidation, dissolution, or winding up, the holders of our perpetual preferred will be entitled to receive out of the net assets legally available for distribution to shareholders, after the payment of all of our debts and other liabilities, prior and in preference to any distribution of any assets to holders of our Class A common stock, an amount per share equal to the sum of: (i) $26.26, (ii) the amount of any accumulated and unpaid dividends and (iii) if such voluntary or involuntary liquidation, dissolution or winding up occurs prior to (x) in the case of our perpetual preferred stock, May 5, 2027 or (y) in the case of our perpetual-1 preferred stock, June 1, 2028, an additional amount, if any, equal to the aggregate cash dividends that would have been paid on the liquidation amount of each applicable share of perpetual preferred from and after such liquidation date through the end of the applicable period if 100% of the dividends were paid in cash at the applicable full dividend rate for such series of perpetual preferred (collectively, the "Liquidation Preference"). Any time on or after May 5, 2033 and 2034, the holders of perpetual preferred have a put right to require us to repurchase up to 50% and 100%, respectively, of their shares of perpetual preferred at a price per share equal to the applicable Liquidation Preference. Further, so long as 1,561,801 shares of our perpetual preferred remain outstanding, no dividend or distribution shall be declared or paid on our common stock and no common stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Company or any of its subsidiaries, without the prior consent of holders of a majority of the then-outstanding shares of perpetual preferred. The market price of our Class A common stock could be materially adversely affected by the preference rights of the perpetual preferred. For example, consent of the holders of the then outstanding shares of perpetual preferred is required for certain corporate actions and any amendment, alteration or repeal of a provision in our certificate of formation or bylaws that would materially adversely affect such holders.

Our internal controls over financial reporting may not be effective and our independent registered public accounting firm may not be able to certify as to their effectiveness, which could have a significant and adverse effect on our business and reputation.

As a public company, we are required to comply with SEC rules that implement Section 404 of the Sarbanes-Oxley Act and to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting beginning with our first annual report on Form 10-K. In addition, our independent registered public accounting firm is required to attest to the effectiveness of our internal control over financial reporting in our annual report required to be filed with the SEC beginning with our second annual report on Form 10-K.

When evaluating our internal controls over financial reporting, we may identify material weaknesses that we may not be able to remediate in time to meet the applicable deadline imposed upon us for compliance with the requirements of Section 404 of the Sarbanes-Oxley Act. In addition, if we fail to achieve and maintain the adequacy of our internal controls, as such standards are modified, supplemented or amended from time to time, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act. We cannot be certain as to the timing of completion of our evaluation, testing and any remediation actions or the impact of the same on our operations. If we are not able to implement the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner or with adequate compliance, our independent registered public accounting firm may issue an adverse opinion on internal controls over financial reporting, and we may be subject to sanctions or investigation by regulatory authorities, such as the SEC, and may experience a loss of public and investor confidence and litigation from shareholders. As a result, there could be a negative reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. In addition, we may be required to incur costs in improving our internal control system and the hiring of additional personnel. Any such action could negatively affect our results of operations and cash flows.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

Our business involves the collection, storage, transmission, and processing of confidential and sensitive information, and our operations depend on information technology systems, communications networks, and technology applications, including those operated by third-party service providers. Accordingly, we face cybersecurity threats on an ongoing basis. As of the date of this 2025 Form 10-K, we are not aware of any cybersecurity incidents or threats that have materially affected or are reasonably likely to materially affect the Company, including its business strategy, results of operations, financial condition, and cash flows.

We have implemented, and continue to develop, various information security processes and controls designed to identify, assess, and manage material risks from cybersecurity threats, including a written cyber incident response plan and vulnerability management procedures. Our technical and operational safeguards include vulnerability and risk assessments, network security and access controls, encryption of certain data, and employee cybersecurity awareness training. Our cybersecurity program references the National Institute of Standards and Technology cybersecurity framework ("NIST") in developing and maintaining our cybersecurity practices. The Company is in the process of establishing an enterprise risk management framework, and cybersecurity risk is expected to be incorporated into that framework as it continues to develop.

We work with third parties to assist us in our cybersecurity efforts. We maintain a vendor management process designed to evaluate cybersecurity considerations associated with third-party service providers that access our systems or data. Depending on the nature of the services provided and the sensitivity of the information involved, this process may include reviewing the service provider's cybersecurity controls and risk management practices. Cybersecurity risk management is coordinated through management and is overseen by the Board as described below.

Governance

Our Board of Directors has ultimate oversight responsibility for the Company's strategy and risk management, including material risks related to cybersecurity incidents and threats. The Audit Committee of the Board of Directors (the "Audit Committee") assists the Board in fulfilling its oversight responsibilities with respect to cybersecurity and information technology risks.

Our executive officers are responsible for addressing and providing guidance to management to allow the Company to address and mitigate material risks we face, including cybersecurity risks. Among other things, management is responsible for hiring appropriate personnel, designing and implementing cybersecurity-related processes, communicating priorities to relevant personnel, assessing cybersecurity incidents as they arise, and assessing and managing material risks from cybersecurity threats.

Among members of management, cybersecurity matters are overseen by our Chief Data Officer, who reports to our Chief Executive Officer, and has significant experience in information technology. The Company has established a formal, management-level committee (the "Cyber Committee") with a written charter to assist the Company in ensuring that cybersecurity incidents are assessed, evaluated, escalated, and disclosed in a timely, accurate, compliant, and coordinated manner in accordance with applicable regulatory requirements. The Cyber Committee initially consists of the Chief Data Officer, General Counsel, Chief Financial Officer & Chief Accounting Officer, and other members of management as determined by the Cyber Committee.

This Cyber Committee is responsible for evaluating cybersecurity incidents and determining materiality for disclosure purposes, in coordination with appropriate members of senior management and legal counsel. The Company's incident response processes are designed to facilitate timely assessment, evaluation, escalation, and disclosure of cybersecurity incidents in accordance with applicable regulatory requirements and to members of management, and if applicable, to our Board, depending on the circumstances.

Management provides the Audit Committee and the Board with periodic updates regarding cybersecurity risks and the Company's cybersecurity program. In the event of a significant cybersecurity incident, management's processes are designed to provide timely escalation to the Audit Committee and the Board outside of the regular reporting cycle.

Item 2. Properties

As of February 28, 2026, we had 393 operating locations entirely in the U.S., including 360 full-service rental branches, 24 building materials locations, and 9 dealership sites. We also operate a manufacturing facility located in Moberly, Missouri, and a parts distribution facility located in Fulton, Missouri. Our principal executive offices are located in Columbia, Missouri. As of December 31, 2025, we owned approximately 4% of the locations from which we operate our equipment rental and services operations business, with the remainder being leased. Those leases are typically triple net leases, where the Company is responsible for the ongoing expenses of the property, including real estate taxes, insurance, and maintenance, in addition to paying rent and utilities. Our full-service rental branches are located in industrial and commercial zones with access to highways. The typical full-service rental branch includes a customer reception area, an equipment parts and maintenance service area, and storage land and facilities for equipment.

Item 3. Legal Proceedings

A description of legal proceedings can be found in Note 23 to our consolidated financial statements, included in this 2025 Form 10-K in Part II Item 8—Financial Statements and Supplementary Data, and is incorporated by reference into this Item 3.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information, Holders of Common Stock, and Dividends

Our Class A common stock is traded on the Nasdaq Global Select Market under the symbol "EQPT." On February 28, 2026, there were 676 holders of record of our Class A common stock. The actual number of holders of our Class A common stock is greater than the number of record holders, and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers or other nominees.

There is no public trading market for our Class B common stock. On February 28, 2026, there were 2 stockholders of our Class B common stock.

We have never declared or paid any cash dividends on our common stock, and we do not intend to declare or pay any cash dividends on our common stock in the foreseeable future.

Securities Authorized for Issuance Under Equity Compensation Plans

See "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters."

Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

None.

Use of Proceeds

None.

Issuer Purchases of Equity Securities

None.

Item 6. Selected Financial Data

[Reserved]

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our financial condition and results of operations in conjunction with our consolidated financial statements, including the notes thereto, included elsewhere in this 2025 Form 10-K. In addition to historical information, the following discussion and analysis contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results and the timing of events could differ materially from those anticipated in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this 2025 Form 10-K particularly in the "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" sections.

Overview

We are a leading tech-enabled construction solutions provider dedicated to enabling job sites to run more productively and safely. Through our rental service and retail centers, we offer our customers a comprehensive portfolio of equipment asset management solutions enabled through our T3 platform, which we believe is the leading sensor-to-cloud fleet management tool in the commercial construction industry and which provides value-added services to our customers by managing people, assets, and materials in real time.

We are one of the largest and fastest-growing equipment rental providers in the U.S. based on revenue. As of December 31, 2025, we operated 352 full-service branch locations, 9 standalone dealership sites, and 24 building materials and hardware retail stores across 45 states, with a diversified managed fleet portfolio of more than 252,000 pieces of equipment and approximately 349,000 trackers operating on our T3 platform. As of December 31, 2025, we had 8,206 employees who support us in solving industry inefficiencies by providing smart jobsite technology, as well as operating our equipment rental and retail and service centers.

Our rental fleet, including support vehicles and trailers, consists of equipment that we (i) own, (ii) lease as lessee under operating lease arrangements with third-party lessors such as OEMs and financial institutions, or (iii) lease as lessee under our OWN Program. As of December 31, 2025, 170,704 pieces of equipment were owned by us; 1,066 pieces of equipment were leased by us as a lessee under operating lease arrangements with third parties such as OEMs and financial institutions; and 80,482 pieces of equipment were leased by us as lessee, and rented by us to our customers, under our OWN Program. Leased equipment refers to equipment subject to operating lease contracts with third parties such as OEMs and financial institutions in which we have contracted use of the equipment for a defined period. OWN Program equipment refers to equipment sold to OWN Program participants and subsequently leased back and operated by us under the OWN Program lease and revenue-sharing structure. Both leased and OWN Program equipment are part of our equipment under management.

Our Business Activities and Operating Environment

We are engaged principally in the business of renting equipment that is managed by and fully enabled with our T3 platform. This includes equipment that we own, lease, or is rented from third parties through our OWN Program. Ancillary to our principal business of equipment rental and related services, we also sell used rental equipment, sell new equipment and consumables, and offer certain services and support to our customers.

We operate our business through the following reportable segments: (i) Equipment Rental and Services Operations, comprised of recurring activity performed at our full-service branch locations, such as equipment rentals and related services (including allocated telematics revenue related to rental customer access to the T3 platform), and sales of parts, supplies and maintenance services to construction contractors and others, and (ii) Equipment Sales, comprised of sales by us of new or used equipment made at any of our branch locations and dealership sites, including equipment sales to participants in the OWN Program. All other business activities include telematics SaaS subscriptions, software applications, and related telematics devices purchased by customers for their owned fleet, as well as building materials and hardware supplies.

Key Factors Affecting Our Performance

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in the section of this 2025 Form 10-K titled “Risk Factors.”

Demand for Construction Equipment. Our business is primarily impacted by the demand in the U.S. for construction equipment for use in non-residential, infrastructure, governmental, industrial, and residential construction, demolition, maintenance, energy operations, and other construction activities. Demand levels for heavy construction equipment are particularly dependent on the expected level of major infrastructure construction and repair projects, which is a function of expected economic growth and government spending.

We expect to benefit if tariffs lead to onshoring of manufacturing and result in construction of new facilities, but our results will be negatively affected if construction of energy transition infrastructure is reduced due to lower subsidies or other factors.

Seasonality and Weather Conditions. The rental of construction equipment is seasonal, which causes our quarterly results and our available cash flow to fluctuate during the year. Our customers generally purchase and rent equipment in preparation for, or in conjunction with, their busy season, which is typically late spring to November. However, weather conditions impact the timing of our customers’ busy season, which may cause greater than expected fluctuations in our quarterly financial results year over year. Seasonal weather trends, particularly severe wet or dry conditions, can have a significant impact on regional construction market performance by affecting the ability to undertake construction projects. In addition, numerous external factors such as credit markets, government subsidies and tariffs, commodity prices, and other circumstances may disrupt normal rental and/or purchasing practices and sentiment, further contributing to the fluctuations.

Moreover, because equipment sale transactions with OWN Program participants occur unevenly throughout the year, depending on demand, period-over-period comparisons may not reflect underlying trends. These transactions may also result in a higher percentage of our revenue being attributable to an OWN Program participant for the period during which one or more equipment sale transactions with such party occurred. The OWN Program has consistently attracted strong demand across multiple, sources of capital, including institutional investors who purchase as a buying group through a collective vehicle and finance their equipment purchases through ABS. To satisfy this demand, the Company has organized for these investors sales of large packages of equipment and has conducted these sales on an episodic basis. For example, two third-party OWN Program participants, who purchased equipment, parts, supplies, and services, comprised 20% of our total revenue for the year ended December 31, 2025, a separate third-party OWN Program participant, who purchased equipment, parts, supplies, and services, comprised 21% of our total revenue for the year ended December 31, 2024, and a separate third-party OWN Program participant comprised 16% of our total revenue in the year ended December 31, 2023. Accordingly, period-over-period comparisons may not reflect underlying trends and fluctuations in our operating results and makes it difficult for us to predict our future operating results. For additional information on the risks associated with these transactions and fluctuations in our operating results, see “Risk Factors—Risks Related to Our Business and Our Industry—Our operating results fluctuate significantly and our past operating results may not be a good indication of future performance” and “—Due to seasonality, especially in the construction industry, any occurrence that disrupts rental activity during our peak periods could materially adversely affect our results of operations, liquidity, and cash flows.”

Costs of Equipment and Inflation. Significant changes in the purchase price or residual values of equipment or interest rates can have a significant effect on our profitability depending on our ability to adjust pricing for these changes. Inflationary pressures and other factors have led to increases in the prices of some equipment and products that we purchase, and in the costs of our operations, which may be partially offset by increases in the prices we charge our customers. A sizeable portion of the equipment we lease as lessee through our OWN Program is owned by third parties who have financed equipment purchases through the issuance of ABS, and a reduction in residual values could trigger liquidation events for these OWN Program participants and may require them to sell their construction equipment, which may cause a disruption in our ability to lease and re-rent the construction equipment to our customers.

Our profitability is dependent upon a number of other factors, including the volume, mix, and pricing of rental transactions, and the utilization of equipment.

Our business requires significant expenditures for equipment, and we require substantial liquidity and/or access to capital to finance such expenditures. See "—Liquidity and Capital Resources" below.

Geographic and Fleet Expansion

Our geographic expansion of full-service equipment rental branch locations, and the corresponding increase in total equipment rental fleet size as we supply new branch locations, is one of the primary factors affecting our results. The additional branch locations and rental fleet, combined with equipment sales, were the primary drivers for total revenue increasing from \$3,764 million for the year ended December 31, 2024 to \$4,379 million for the year ended December 31, 2025, or at an annual growth rate of 16%.

In line with customer demand and our growth strategy, we have increased the number of full-service equipment rental branch locations from 190 as of December 31, 2023 to 267 as of December 31, 2024, an increase of 77 new full-service equipment rental branch locations during 2024, and to 352 as of December 31, 2025, an increase of 85 new full-service equipment rental branch locations during 2025. In conjunction with the opening of these new full-service equipment rental branch locations, we incurred \$252 million and \$197 million of new market startup costs during the years ended December 31, 2025 and 2024, respectively.

We correspondingly increased our fleet size from 159,597 units of equipment under management as of December 31, 2023 to 194,462 as of December 31, 2024 and to 252,252 units as of December 31, 2025, reflecting the growth in OEC under management, which includes equipment we own and rent to customers, as well as equipment owned by third parties and leased by us, as lessee through our OWN Program, and re-rented to customers, from \$6,601 million as of December 31, 2024 to \$8,780 million as of December 31, 2025, or an increase of 33%.

Expansion of OWN Program

The growth in our business through geographic and fleet expansion has been partially achieved through the execution of our strategy to expand our OWN Program. Under the OWN Program, participants may purchase from us new or used (typically less than four years old) equipment which is fully enabled with T3. Concurrently, the participant and we enter into a lease arrangement whereby we are the lessee and this qualified equipment is placed on our T3 platform, to be rented to third party users. Rental revenue generated from equipment enrolled under the OWN Program is divided and shared between us and the owner of the equipment, and for the duration of the arrangement we manage the owner's equipment utilizing the T3 platform.

Amounts we pay to OWN Program participants to lease their equipment are presented as OWN Program payouts within cost of revenues. At the end of the sharing period under the OWN Program, we may assist the owner with remarketing services if the equipment is to be sold in the market as used construction equipment. We also offer several add-on services to the owner of the equipment. Participants in the OWN Program include institutional investors and ABS entities, high-net-worth individuals, family offices, and other third parties.

Revenue earned from equipment that is in the OWN Program has no depreciation expense or interest expense for us because we do not own, and therefore do not finance, such equipment. Thus, we have been able to implement this portion of our managed fleet growth without taking on additional debt and increasing our debt costs. When rental equipment is enrolled in the OWN Program, rather than purchased and owned by us, we incur lease expense in the form of OWN Program payouts, which are recorded as cost of revenues, instead of depreciation expense and interest expense associated with rental equipment that is purchased. OWN Program payouts were \$714 million, \$420 million, and \$209 million for the years ended December 31, 2025, 2024, and 2023, respectively. This expansion increases cost of revenues (before depreciation expense) and decreases depreciation expense and interest expense, which affects gross profit (before depreciation expense), EBITDA (which we define and calculate as net income before interest expense, income taxes, depreciation expense and amortization expense, and non-cash stock compensation expense), and EBITDA margins. We expect to further increase our usage of the OWN Program, which will increase OWN Program payouts in cost of revenues and reduce gross profit (before depreciation) and

EBITDA margins, as compared to rental equipment that is purchased and placed in our rental fleet. In addition, OWN Program payouts plus depreciation have grown at a faster rate than the growth of revenue. Total equipment rental fleet OEC under the Company's management increased $2,179 million, or 33%, from $6,601 million as of December 31, 2024 to $8,780 million as of December 31, 2025. The total equipment rental fleet OEC enrolled in the OWN Program grew by $1,505 million, or 44%, Company-owned equipment rental fleet OEC grew by $719 million, or 24%, and the equipment rental fleet OEC under operating leases decreased by $45 million during the same period. During the year ended December 31, 2025, OWN Program payouts increased 70% compared to the year ended December 31, 2024; of that increase, 72% was attributed to the growth of the average equipment rental fleet OEC enrolled in the OWN Program. Because the OWN Program payouts are variable and primarily based on the amount of rental revenue generated by the applicable equipment during the period, changes in demand from our customers for specific types of rental equipment affects the amount of equipment rental and related services revenue generated. Approximately $8 million, or 2%, partially offset the increase in OWN Program payouts during the year ended December 31, 2025 which was attributed to such changes in customer demand for specific types of rental equipment and the mix of equipment rented to our customers.

Components of Revenues and Expenses

Our revenues are primarily derived from the rental or sale of construction equipment, as well as related parts, supplies and services, and consist of:

- Equipment rental and related services (includes revenue associated with the rental of equipment including ancillary revenue from equipment delivery and pickup, RPPs and fueling charges);
- Sales of new or used rental equipment and sales of new equipment, including revenue from equipment sales subsequently listed on our marketplace under the OWN Program;
- Sales of equipment parts, supplies, and services (primarily relating to warranty services and maintenance and repair services provided to customers); and
- Sales that we call "platform revenue," which includes telematics software-as-a-service and related hardware revenues, as well as the sale of building materials, small tools and construction supplies at our retail locations.

Our expenses primarily consist of:

- Direct operating costs (primarily costs incurred at our rental branch locations that collectively support our Equipment Rental and Services Operations segment, including, but not limited to, wages and related benefits, service costs in connection with our rental equipment, site operating costs, pickup and delivery expenses in connection with rental equipment, maintenance, fuel, parts, and supplies);
- OWN Program payouts;
- Equipment sales cost of revenues;
- Platform expense;
- Depreciation and amortization expense relating to equipment used in operations and capitalized software;
- Selling, general and administrative expenses; and
- Interest expense.

Our revenues and expenses are described in more detail below.

Revenues

Equipment Rental and Related Services

Our core service is the rental of equipment to customers on a daily, weekly, and monthly basis, enabled by our T3 platform. The equipment we rent includes company-owned equipment, equipment we lease as a lessee, and equipment that is leased from other parties in the OWN Program and re-rented to customers. We generate rental revenue from equipment that is in our OWN Program by leasing equipment from owners on a month-to-month or longer basis and then renting that equipment to our customers. Under nearly all of our OWN Program contracts, we have control over the equipment and the equipment owner is not able to redeploy or retrieve the equipment while under rent. Depending on the terms and conditions, we present rental revenue that we generate and OWN Program payouts that we incur on OWN Program contracts either on a gross basis or a net basis.

In addition to rental revenue, including from our OWN Program, we also generate revenue from rental customers from the sale of RPP services designed to protect them from potential damage or loss to the equipment they rent, environmental fees assessed on the rental asset and fuel recovery fees that we charge to our customers. This additional revenue source is included within equipment rental revenue and related services.

Equipment Sales

We have established a retail process to sell new and used equipment as a recurring part of our business. In addition, we sell equipment assets to third parties, including third parties who have financed equipment purchases through the issuance of ABS, and allow the customer to place the equipment in our OWN Program to be rented to our customers. We sell new and used equipment through a variety of channels, including retail sales to customers and other third parties, sales to wholesalers, brokered sales, and auctions. We generate revenue from the sale of new and used equipment, which we present net of sales and other tax amounts collected from customers and remitted to government authorities. When we act as agent in connection with the sale of new equipment to, for example, a contractor or an OWN Program participant, among other reasons, we present revenue from the sale of such equipment net in our consolidated statements of net income. When we are the principal in the transaction, we present revenue from the sale of equipment on a gross basis, with sales revenue included in equipment sales revenue and the related cost of revenues included in equipment sales cost of revenues in our consolidated statements of net income.

Equipment Parts, Supplies, and Services

As an integral part of our Equipment Rental and Services Operations, we sell equipment parts and supplies and provide maintenance, and repair services to customers, as well as the owners of equipment who are participants in our OWN Program. Revenue generated from the sale of equipment parts and supplies is presented net of sales and other tax amounts collected from customers and remitted to government authorities. We also generate revenue from the provision of ad hoc and preventative maintenance, and repair services to our customers, as well as warranty repairs. We provide warranty repair services on behalf of OEMs in order to fulfill the warranty extended by OEMs to their customers. Revenue that we generate from warranty repair services represents compensation for the service performed by us and is presented on a gross basis.

Platform Revenue

Platform revenue is comprised of revenue from telematics services and the sale of custom electronic components, including telematics tracker devices and cloud-based access control keypads, and revenue from building materials and hardware supplies. Revenue from telematics is generated through monthly subscriptions to our T3 platform and its full suite of capabilities, which we provide to our customers as a software-as-a-service subscription. In addition, our equipment rental arrangements also provide customers with access to our T3 platform and we allocate a portion of the transaction consideration from equipment rentals to telematics revenue. Our T3 platform provides customers with access to proprietary digital tools to help manage their jobsites more productively and safely and enables customers to streamline maintenance and prevent theft, and equipment misuse. Our T3 platform also enables equipment owners with subscriptions to place their equipment on our OWN Program to be rented to our customers. Revenue from building materials and hardware supplies is derived from the sale of such materials and supplies at our retail stores.

Cost of Revenues

Direct Operating Costs

Direct operating costs include the costs that we incur at our rental branch locations that collectively support our Equipment Rental and Services Operations segment, including, but not limited to, wages and related benefits, service costs in connection with our rental equipment, site operating costs, pickup and delivery expenses in connection with rental equipment, maintenance, fuel, parts, and supplies.

OWN Program Payouts

Amounts we pay to OWN Program participants, as a variable lease expense for their share of rental revenue generated by us from equipment enrolled under the OWN Program, are presented as OWN Program payouts within cost of revenues.

Equipment Sales

Equipment sales cost of revenues includes our OEC, less accumulated depreciation, related to equipment that we sell when we act as the principal in the transaction.

Platform Expense

Platform expense primarily represents (1) costs relating to the telematics services provided to customers, including the cost of tracker devices and cloud-based access control keypads installed on equipment owned by our customers, and other custom electronic components; (2) the cost of building supplies, materials and hardware sold to customers; and (3) other operating costs for our retail stores.

Depreciation and Amortization

Depreciation and amortization includes non-cash expenses relating to the depreciation of our rental equipment in the fleet and the amortization of capitalized costs relating to the development of our T3 platform.

Depreciation of rental equipment includes depreciation of various classes of our construction equipment, delivery vehicles, trailers, and installed telematics tracker devices. We estimate that we may hold the asset in its rental fleet for a period of five to ten years to generate rental revenue, after which it will be sold or otherwise disposed of to another party. We also estimate the residual value of the equipment at the time of expected disposal. Depreciation expense is calculated using a straight-line method and recorded over the estimated holding period.

The total capitalized cost of our T3 platform includes direct costs that result in additional functionality of our software, including payroll and related costs for employees directly associated with the development project. Capitalized software is amortized over an estimated useful life of five years.

Selling, General and Administrative Expenses

Selling, general and administrative expenses primarily include costs associated with operating leases, costs incurred by us in connection with marketing of manufacturers' equipment, net of reimbursements we receive from such manufacturers for such costs, payroll costs, insurance costs, legal costs, marketing and travel costs, technology costs, and certification and training costs. In addition, depreciation of our buildings and improvements, including leasehold improvements, furniture, fixtures, office equipment, and capitalized startup costs are classified within selling, general and administrative expenses.

Other Income (Expense)

Gain on Sale of Properties and Other Assets

Gain on the sale of properties and other assets primarily relate to properties in sale leaseback transactions with other parties.

Interest Expense

Interest expense primarily represents interest on our outstanding debt. Any interest or penalties incurred relating to income tax filings, if any, are also reported within interest expense.

Other Income, Net

Other income, net includes gains and losses on investments in equity securities, realized gains on available-for-sale debt securities, fees relating to properties assigned to other parties, construction development fees earned for managing construction activities at properties owned by other parties, and other miscellaneous income.

Results of Operations

Fiscal Year Ended December 31, 2025 Compared with Fiscal Year Ended December 31, 2024

	Year Ended December 31,			
	2025	2024	$ Change	% Change
	($ in millions)			
Revenues				
Equipment rental and related services	$ 2,437	$ 1,867	$ 570	31 %
Equipment sales	1,541	1,676	(135)	(8) %
Equipment parts and supplies and services	272	157	115	73 %
Platform revenue:				
Telematics	66	32	34	106 %
Other	63	32	31	97 %
Total revenue	**4,379**	**3,764**	**615**	**16 %**
Cost of revenues				
Direct operating costs	799	663	136	21 %
OWN Program payouts	714	420	294	70 %
Equipment sales	1,237	1,400	(163)	(12) %
Platform expense	68	30	38	127 %
Depreciation and amortization	322	305	17	6 %
Total cost of revenues	**3,140**	**2,818**	**322**	**11 %**
Gross profit	**1,239**	**946**	**293**	**31 %**
Selling, general and administrative expenses	942	728	214	29 %
Operating income	**297**	**218**	**79**	**36 %**
Other income (expense):				
Gain on sale of properties and other assets	1	20	(19)	(95) %
Loss on debt extinguishment	(8)	—	(8)	— %
Interest expense	(285)	(261)	(24)	9 %
Other income, net	49	29	20	69 %
Total other expense, net	**(243)**	**(212)**	**(31)**	**15 %**
Income before income taxes	54	6	48	800 %
Provision for income taxes	14	3	11	367 %
Net income	**$ 40**	**$ 3**	**$ 37**	**1233 %**

Total revenue. Our revenue was $4,379 million for the year ended December 31, 2025, compared to $3,764 million for the year ended December 31, 2024, an increase of $615 million, or 16%. Our four sources of revenues over the period are further discussed below:

Equipment rental revenue and related services. Equipment rental revenue and related services accounted for 56% of our revenue for the year ended December 31, 2025, compared to 50% of our revenue for the year ended December 31, 2024. Our equipment rental revenue and related services was $2,437 million for the year ended December 31, 2025, compared to $1,867 million for the year ended December 31, 2024, an increase of $570 million, or 31%. Approximately $616 million of the increase in equipment rental revenue and related services is driven by construction demand in the U.S., our strategy to increase our geographical presence, and value afforded our customers from our T3 technology platform. Accordingly, we increased the number of our full-service equipment rental branch locations from 267 as of December 31, 2024 to 352 as of December 31, 2025. In addition, we grew our fleet OEC under management from $6,601 million as of December 31, 2024 to $8,780 million as of December 31, 2025, and increased the size of our fleet from 194,462 units to 252,252 units of equipment under management as of December 31, 2024 and 2025, respectively. Changes in the mix of equipment rented and price changes aligned with inflation partially offset the increase in equipment rental and related services revenue by $46 million.

Equipment sales revenue. Equipment sales revenue accounted for 35% of our revenue for the year ended December 31, 2025, compared to 45% of our revenue for the year ended December 31, 2024. Equipment sales revenue was $1,541 million for the year ended December 31, 2025, compared to $1,676 million for the year ended December 31, 2024, a decrease of $135 million, or 8%. The change was primarily due to our disciplined and selective equipment sales into the OWN Program, resulting in a decrease of $178 million in sales of construction equipment to existing and new participants in our OWN Program, including equipment sales to third parties who have financed equipment purchases through the issuance of ABS, partially offset by an increase of $43 million in the sale of new and used equipment to contractors and other end users. As we increase the size of our OWN Program, transactions with OWN Program participants may result in a higher percentage of our revenue being attributable to an OWN Program participant for the period during which one or more equipment sale transactions with such party occurred. In a single transaction, one third-party OWN Program participant comprised $447 million of our total equipment sales revenue for the year ended December 31, 2025 and, in a single transaction, one third-party OWN Program participant comprised $778 million of our total equipment sales revenue for the year ended December 31, 2024. We have experienced strong interest from participants in the OWN Program for construction equipment enabled by T3, as owners get real-time data on usage, health, and performance of the machines rented exclusively by EquipmentShare and re-rented to our customers. The OWN Program has allowed us to scale the fleet OEC under our management in order to meet customer demand for construction equipment enabled by T3.

Equipment parts, supplies, and services. Equipment parts, supplies, and services revenue accounted for 6% of our revenue for the year ended December 31, 2025, compared to 4% for the year ended December 31, 2024. Equipment parts, supplies, and services revenue was $272 million for the year ended December 31, 2025, compared to $157 million for the year ended December 31, 2024, an increase of $115 million, or 73%. This increase was primarily due to our expansion into new markets, resulting in additional full-service branch locations added to our nationwide network, which increased from 267 locations as of December 31, 2024 to 352 locations as of December 31, 2025. Equipment parts, supplies, and services revenue increased $73 million from mature branch locations primarily attributed to the expansion of our product and service offering in mature branch locations, and $42 million from new branch locations open less than 24 months as a result of the addition of 85 full-service branch locations.

Platform revenue. Platform revenue accounted for 3% of our revenue for the year ended December 31, 2025, compared to 2% of our revenue for the year ended December 31, 2024. Platform revenue from telematics was $66 million for the year ended December 31, 2025, compared to $32 million for the year ended December 31, 2024, an increase of $34 million, or 106%. This increase was primarily due to an increase in monthly subscriptions sold for the T3 telematics services, an increase in equipment rented that is fully enabled with T3 telematics services, and an increase in revenues related to the sale of custom electronic components following our September 2025 acquisition of the controlling interests in The Morey Corporation ("Morey") (for additional information on our acquisition of Morey, see Note 22 to our consolidated financial statements included herein). Platform revenue from the sale of construction materials, building supplies, and hardware across our building materials and hardware retail stores was $63 million for the year ended December 31, 2025, compared to $32 million for the year ended December 31, 2024, an increase of $31 million primarily attributable to the addition of 9 building materials and hardware retail stores.

Cost of revenues. Cost of revenues was $3,140 million for the year ended December 31, 2025, compared to $2,818 million for the year ended December 31, 2024, an increase of $322 million, or 11%.

Direct operating costs. Direct operating costs were $799 million for the year ended December 31, 2025, compared to $663 million for the year ended December 31, 2024, an increase of $136 million, or 21%. The increase in direct operating costs is primarily due to the organic expansion of our footprint through the addition of 85 full-service branch locations, which increased from 267 locations as of December 31, 2024 to 352 locations as of December 31, 2025, partially offset by a decrease in equipment operating lease expense of $59 million due to the termination of certain equipment operating lease agreements. The additional operating locations drove increases in wages and related benefits of $91 million, and logistics, maintenance, and other site operating costs of $104 million.

OWN Program payouts. OWN Program payouts were $714 million for the year ended December 31, 2025 compared to $420 million for the year ended December 31, 2024, an increase of $294 million, or 70%. Approximately $302 million of the increase is attributed to the growth of the average fleet OEC under management enrolled in the OWN Program, which grew from $2,292 million in 2024 to $3,944 million in 2025, or 72%. Changes in demand for specific types of rental equipment and the mix of equipment rented partially offset the increase in OWN program payouts by $8 million.

Equipment sales cost of revenues. Equipment sales cost of revenues was $1,237 million for the year ended December 31, 2025, compared to $1,400 million for the year ended December 31, 2024, a decrease of $163 million, or 12%. This decrease was primarily due to lower equipment sales to existing and new participants in the OWN Program resulting in a decrease in equipment sales cost of revenues of $204 million, partially offset by an increase of $41 million in equipment sales to contractors and other end users primarily due to our ability to reach a greater customer base through our expansion of full-service branch locations, which increased from 267 as of December 31, 2024 to 352 as of December 31, 2025, also contributed to the increase in equipment sales cost of revenues.

Platform expense. Platform expense was $68 million for the year ended December 31, 2025, compared to $30 million for the year ended December 31, 2024, an increase of $38 million primarily attributed to the addition of 9 hardware retail stores and the acquisition of Morey in September 2025, a business that designs, manufactures, and sells custom electronic components, including telematics tracker devices and cloud-based access control keypads.

Depreciation and amortization. Depreciation and amortization accounted for 10% of our cost of revenues for the year ended December 31, 2025, compared to 11% of our cost of revenues for the year ended December 31, 2024. Depreciation and amortization was $322 million for the year ended December 31, 2025, compared to $305 million for the year ended December 31, 2024, an increase of $17 million, or 6%. This increase was primarily due to an increase in depreciable equipment expense on rental equipment due to an increase in average cost of owned equipment in our rental equipment, and a $9.8 million increase in amortization expense on capitalized software due to an increase in average capitalized costs related to the continued development of our T3 platform.

Selling, general and administrative expenses. Selling, general and administrative expenses were $942 million for the year ended December 31, 2025, compared to $728 million for the year ended December 31, 2024, an increase of $214 million, or 29%. The increases in selling, general and administrative expenses were primarily attributed to our expansion of full-service branch locations and growth strategy. To support our expansion, we hired 606 additional staff resulting in an increase of $111 million in selling, general and administrative expense associated with higher payroll, benefits and travel costs. Our expansion of full-service locations also resulted in higher facilities and non-rental vehicles lease expense and associated costs of $58 million. The growth of our business and expansion of our full-service branch locations also increased administrative costs such as insurance, legal, professional expenses and non-income based taxes by $22 million and other miscellaneous administrative expenses by $23 million.

Interest expense, net. Interest expense, net, was $285 million for the year ended December 31, 2025, compared to $261 million for the year ended December 31, 2024, an increase of $24 million, or 9%. This increase was primarily due to an increase in average outstanding debt balances to fund our expansion strategy including purchases of construction equipment for our fleet, partially offset by lower average interest rates under our asset-based revolving credit facilities.

Total other expense, net. Total other expense, net, was $243 million for the year ended December 31, 2025, compared to $212 million for the year ended December 31, 2024, an increase of $31 million, or 15%. This increase was primarily due to higher interest expense of $24 million for the year ended December 31, 2025, compared to the year ended December 31, 2024, resulting from our higher average outstanding borrowings, debt extinguishment costs of $8 million for the year ended December 31, 2025, and lower gain on sale of properties and other assets of $19 million, partially offset by higher miscellaneous income of $20 million due to interest and dividend income and unrealized net gains, on various investments held in equity securities.

Provision for income taxes. The provision for income taxes was $14 million for the year ended December 31, 2025, compared to $3 million for the year ended December 31, 2024, an increase of $11 million, or 367%. The change was attributed to an increase in pretax net income of $48 million for the year ended December 31, 2025, compared to the year ended December 31, 2024.

Net income. Net income increased by $37 million to $40 million for the year ended December 31, 2025, as compared to net income of $3 million for the year ended December 31, 2024, due to $79 million of higher operating income, partially offset by $31 million of higher total other expense, net and $11 million of higher income tax expense.

Results of Operations

Fiscal Year Ended December 31, 2024 Compared with Fiscal Year Ended December 31, 2023

	Year Ended December 31,			
	2024	2023	$ Change	% Change
	($ in millions)			
Revenues				
Equipment rental and related services	$ 1,867	$ 1,511	$ 356	24 %
Equipment sales	1,676	879	797	91 %
Equipment parts and supplies and services	157	113	44	39 %
Platform revenue:				
Telematics	32	21	11	52 %
Other	32	33	(1)	(3)%
Total revenue	**3,764**	**2,557**	**1,207**	**47 %**
Cost of revenues				
Direct operating costs	663	546	117	21 %
OWN Program payouts	420	209	211	101 %
Equipment sales	1,400	728	672	92 %
Platform expense	30	29	1	3 %
Depreciation and amortization	305	286	19	7 %
Total cost of revenues	**2,818**	**1,798**	**1,020**	**57 %**
Gross profit	**946**	**759**	**187**	**25 %**
Selling, general and administrative expenses	728	509	219	43 %
Operating income	**218**	**250**	**(32)**	**(13)%**
Other income (expense):				
Gain on sale of properties and other assets	20	10	10	100 %
Loss on debt extinguishment	—	(30)	30	(100)%
Interest expense	(261)	(213)	(48)	23 %
Other income, net	29	4	25	625 %
Total other expense, net	**(212)**	**(229)**	**17**	**(7)%**
Income before income taxes	6	21	(15)	(71)%
Provision for income taxes	3	4	(1)	(25)%
Net income	**$ 3**	**$ 17**	**$ (14)**	**(82)%**

Total revenue. Our revenue was $3,763 million for the year ended December 31, 2024, compared to $2,556 million for the year ended December 31, 2023, an increase of $1,207 million, or 47%. Our four sources of revenues over the period are further discussed below:

Equipment rental revenue and related services. Equipment rental revenue and related services accounted for 50% of our revenue for the year ended December 31, 2024, compared to 59% of our revenue for the year ended December 31, 2023. Our equipment rental revenue and related services was $1,867 million for the year ended December 31, 2024, compared to $1,511 million for the year ended December 31, 2023, an increase of $356 million, or 24%. Approximately $328 million of the increase in equipment rental revenue and related services is attributed to the growth of our fleet OEC under our management from $5,423 million as of December 31, 2023 to $6,601 million as of December 31, 2024, and the corresponding increase in our fleet size from 159,597 units to 194,462 units of equipment under management as of December 31, 2023 and 2024, respectively, with a stable demand environment. Fleet OEC under management includes equipment we own and lease as lessee, as well as equipment owned by third parties and leased by us as lessee through our OWN Program, that we rent to customers from our full-service equipment rental branch locations, which increased from 190 as of December 31, 2023 to 267 as of December 31, 2024. Changes in the mix of equipment rented, along with price changes aligned with inflation, contributed approximately $28 million of the increase in equipment rental and related services revenue.

Equipment sales revenue. Equipment sales revenue accounted for 45% of our revenue for the year ended December 31, 2024, compared to 34% of our revenue for the year ended December 31, 2023. Equipment sales revenue was $1,676 million for the year ended December 31, 2024, compared to $879 million for the year ended December 31, 2023, an increase of $797 million, or 91%. The change was primarily due to an increase of $768 million in sales of construction equipment to existing and new participants in our OWN Program, including third parties who have financed equipment purchases through the issuance of ABS, and an increase of $29 million in the sale of new and used equipment to contractors and other end users. As we increase the size of our OWN Program, transactions with OWN Program participants may result in a higher percentage of our revenue being attributable to an OWN Program participant for the period during which one or more equipment sale transactions with such party occurred. In a single transaction, one third-party OWN Program participant comprised $778 million of our total equipment sales revenue for the year ended December 31, 2024 and, in separate transactions, two groups of OWN Program participants comprised $616 million of our total equipment sales revenue for the year ended December 31, 2023. We have experienced strong interest from participants in the OWN Program for construction equipment enabled by T3, as owners get real-time data on usage, health, and performance of the machines rented exclusively by EquipmentShare and re-rented to our customers. The OWN Program has allowed us to scale the fleet OEC under our management in order to meet customer demand for construction equipment enabled by T3.

Equipment parts, supplies, and services. Equipment parts, supplies, and services revenue accounted for 4% of our revenue for the year ended December 31, 2024, compared to 4% for the year ended December 31, 2023. Equipment parts, supplies, and services revenue was $157 million for the year ended December 31, 2024, compared to $113 million for the year ended December 31, 2023, an increase of $44 million, or 39%. This increase was primarily due to our expansion into new markets, resulting in additional full-service branch locations added to our nationwide network, which increased from 190 locations as of December 31, 2023 to 267 locations as of December 31, 2024. Equipment parts, supplies, and services revenue increased $25 million from mature branch locations primarily attributed to the expansion of our product and service offering in mature branch locations, and $20 million from new branch locations open less than 24 months as a result of the addition of 77 full-service branch locations.

Platform revenue. Platform revenue accounted for 2% of our revenue for the year ended December 31, 2024, compared to 2% of our revenue for the year ended December 31, 2023. Platform revenue from telematics was $32 million for the year ended December 31, 2024, compared to $21 million for the year ended December 31, 2023, an increase of $11 million, or 52%. This increase was primarily due to an increase in monthly subscriptions sold for the T3 telematics services, as well as an increase in equipment rented that is fully enabled with T3 telematics services. Platform revenue from the sale of construction materials, building supplies, and hardware across our building materials and hardware retail stores was $32 million for the year ended December 31, 2024, compared to $33 million for the year ended December 31, 2023, a decrease of $1 million primarily attributable to a change in mix in product sales from our 16 building materials and hardware retail stores.

Cost of revenues. Cost of revenues was $2,818 million for the year ended December 31, 2024, compared to $1,798 million for the year ended December 31, 2023, an increase of $1,020 million, or 57%.

Direct operating costs. Direct operating costs were $663 million for the year ended December 31, 2024, compared to $546 million for the year ended December 31, 2023, an increase of $117 million, or 22%. The increase in direct operating costs is primarily due to the organic expansion of our footprint through the addition of 77 full-service branch locations, which increased from 190 locations as of December 31, 2023 to 267 locations as of December 31, 2024, partially offset by a decrease in equipment operating lease expense of $26 million due to the termination of certain equipment operating lease agreements. The additional operating locations drove increases in wages and related benefits of $57 million, and logistics, maintenance, and other site operating costs of $86 million.

OWN Program payouts. OWN Program payouts were $420 million for the year ended December 31, 2024 compared to $209 million for the year ended December 31, 2023, an increase of $211 million, or 101%.

Approximately $184 million of the increase is attributed to the growth of the average fleet OEC under management enrolled in the OWN Program, which grew from $1,854 million in 2023 to $3,437 million in 2024, or 85%. Changes in demand for specific types of rental equipment and the mix of equipment rented contributed approximately $27 million to the increase in OWN Program payouts.

Equipment sales cost of revenues. Equipment sales cost of revenues was $1,400 million for the year ended December 31, 2024, compared to $728 million for the year ended December 31, 2023, an increase of $672 million, or 92%. This increase was primarily due to higher equipment sales to existing and new participants in the OWN Program resulting in an increase in equipment sales cost of revenues of $652 million. An increase of $21 million in equipment sales to contractors and other end users primarily due to our ability to reach a greater customer base through our expansion of full-service branch locations, which increased from 190 as of December 31, 2023 to 267 as of December 31, 2024, also contributed to the increase in equipment sales cost of revenues.

Platform expense. Platform expense was $30 million for the year ended December 31, 2024, compared to $29 million for the year ended December 31, 2023, an increase of $1 million primarily attributable to a change in mix of the construction materials, building supplies and hardware sold to customers from our 16 building materials and hardware retail stores.

Depreciation and amortization. Depreciation and amortization accounted for 11% of our cost of revenues for the year ended December 31, 2024, compared to 16% of our cost of revenues for the year ended December 31, 2023. Depreciation and amortization was $305 million for the year ended December 31, 2024, compared to $286 million for the year ended December 31, 2023, an increase of $19 million, or 7%. This increase was primarily due to an increase in depreciable equipment resulting from an increase in the size of our fleet, as the OEC of our owned rental equipment grew from $3,004 million as of December 31, 2023 to $3,021 million as of December 31, 2024.

Selling, general and administrative expenses. Selling, general and administrative expenses were $728 million for the year ended December 31, 2024, compared to $508 million for the year ended December 31, 2023, an increase of $220 million, or 43%. The increases in selling, general & administrative expenses were primarily attributed to our expansion of full-service branch locations, which increased from 190 as of December 31, 2023 to 267 as of December 31, 2024, and include increases of $100 million related to higher payroll, benefits and travel due to hiring 627 additional staff allocated to selling, general and administrative expense to support our additional locations and the overall growth of our business. The additional full-service locations due to our site expansion also drove increases in facilities and non-rental vehicles lease expense and associated costs of $53 million. The growth of our business and expansion of our full-service branch locations also resulted in an increase in administrative costs such as insurance, legal, professional expenses and non-income based taxes, which increased by $27 million, and other miscellaneous administrative expenses, which increased by $39 million.

Interest expense, net. Interest expense, net, was $261 million for the year ended December 31, 2024, compared to $213 million for the year ended December 31, 2023, an increase of $48 million, or 23%. This increase was primarily due to an increase in average outstanding debt balances to fund our expansion strategy including purchases of construction equipment for our fleet, as well as higher weighted average interest rates on our indebtedness.

Total other expense, net. Total other expense, net, was $213 million for the year ended December 31, 2024, compared to $228 million for the year ended December 31, 2023, a decrease of $16 million, or 7%. This decrease was primarily due to lower debt extinguishment costs of $30 million due to a one-time extinguishment of certain term loan debt during 2023, higher gain on sale of properties and other assets of $9 million attributed to our expansion of full-service branch locations and the associated increase in the number of properties sold and leased back for our equipment rental and services operations, and higher miscellaneous income of $25 million due to interest and dividend income and unrealized net gains on various investments held in equity securities. These increases were partially offset by higher interest expense of $48 million for the year ended December 31, 2024, compared to the year ended December 31, 2023, resulting from our higher average outstanding borrowings, particularly senior secured second lien notes, during 2024 as compared to 2023.

Provision for income taxes. The provision for income taxes was $3 million for the year ended December 31, 2024, compared to $4 million for the year ended December 31, 2023, a decrease of $2 million, or 36%. The change was attributed to a decrease in pretax net income of $17 million for the year ended December 31, 2024, compared to the year ended December 31, 2023.

Net income. Net income decreased by $15 million, or 86%, to $2 million for the year ended December 31, 2024, compared to net income of $17 million for the year ended December 31, 2023, due to $32 million of lower operating income primarily attributed to an increase in costs relating to the organic expansion of our footprint through the addition of 77 full-service branch locations, which increased from 190 locations as of December 31, 2023 to 267 locations as of December 31, 2024, partially offset by $16 million of lower total other expense, net and $2 million of lower income tax expense.

Key Performance Metrics

We regularly review a number of financial measurements and operating metrics to evaluate our operating performance, measure our growth and make strategic investment decisions. In addition to traditional U.S. generally accepted accounting principles ("GAAP") performance measures, such as total revenue and net income, we use supplemental performance operating metrics such as OEC Under Management, and the non-GAAP financial measure EBITDA.

Non-GAAP Financial Measure

We refer in this 2025 Form 10-K to EBITDA, a non-GAAP financial measure that is not prepared in accordance with GAAP. This non-GAAP financial measure should be considered supplemental to and is not a substitute for financial information prepared in accordance with GAAP. Our use of the term EBITDA may vary from the use of similar terms by other companies in our industry and accordingly may not be comparable to similarly titled measures used by other companies. The non-GAAP financial measure used in this 2025 Form 10-K has not been reviewed or audited by our independent registered public accounting firm.

EBITDA. EBITDA is a key metric used by management and our Board to assess our financial performance. We define EBITDA as net income before interest expense, income taxes, depreciation and amortization and non-cash stock compensation expense, which we believe, when excluded, provide investors with a useful representation of our ongoing operations and performance. Certain items excluded from EBITDA are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure, as well as the historic costs of depreciable assets, none of which are reflected in EBITDA. Our presentation of EBITDA should not be construed as an indication that results will be unaffected by the items excluded from EBITDA.

The table below reconciles net income to EBITDA for each of the periods indicated:

	Year Ended December 31,		
	2025	2024	2023
	(in millions)		
Net income	$ 40	$ 3	$ 17
Provision for income taxes	14	3	4
Depreciation and amortization expense	365	332	295
Interest expense	285	261	213
Non-cash stock compensation expense[(1)]	4	4	3
EBITDA	**$ 708**	**$ 603**	**$ 532**

(1) Represents non-cash compensation expense for stock option and other stock-based awards.

Other Key Financial Metrics

Equipment Rental Segment Adjusted EBITDA and Equipment Rental Segment Adjusted EBITDA Margin. Equipment Rental Segment Adjusted EBITDA and Equipment Rental Segment Adjusted EBITDA Margin are key performance metrics used by management and our Board to assess the financial performance of our Equipment

Rental and Services Operations segment. Equipment Rental Segment Adjusted EBITDA is the profitability measure used by management to evaluate our Equipment Rental and Services Operations segment, disclosed in accordance with the requirements of Accounting Standards Codification ("ASC") Topic 280, *Segment Reporting*, ("Topic 280"). Equipment Rental Segment Adjusted EBITDA Margin is Equipment Rental Segment Adjusted EBITDA divided by Equipment Rental and Services Operations Segment total revenues.

The below table presents our Equipment Rental Segment Adjusted EBITDA and Equipment Rental Segment Adjusted EBITDA Margin for each of the periods indicated.

	Year Ended December 31,		
	2025	2024	2023
	(in millions)		
Equipment Rental Segment Adjusted EBITDA[(1)]	$ 1,139	$ 816	$ 756
Equipment Rental Segment Adjusted EBITDA Margin	42 %	40 %	46 %

(1) Equipment Rental Segment Adjusted EBITDA includes direct operating costs (excluding equipment and vehicle operating lease expense) and selling, general, and administrative expenses (excluding depreciation expense related to our property and other fixed assets). Equipment and vehicle operating lease expense was $26 million, $85 million, and $111 million for the years ended December 31, 2025, 2024, and 2023, respectively. Depreciation expense related to our property and other fixed assets was $42 million, $27 million, and $9 million for the years ended December 31, 2025, 2024, and 2023, respectively. Equipment Rental Segment Adjusted EBITDA also excludes operating expenses related to OWN Program payouts, depreciation expense on rental equipment, and amortization expense on capitalized software and intangible assets. These excluded expenses are significant: OWN Program payouts, depreciation expense on rental equipment, and amortization expense on capitalized software and intangible assets was $714 million, $300 million, and $23 million, respectively, for the year ended December 31, 2025, $420 million, $293 million, and $12 million, respectively, for the year ended December 31, 2024, and $209 million, $280 million, and $6 million, respectively, for the year ended December 31, 2023. For additional information, see Note 24 to our audited consolidated financial statements for the year ended December 31, 2025.

OEC Under Management. A substantial portion of our overall value is in our rental fleet equipment, including support vehicles and trailers. The OEC of our owned rental equipment at December 31, 2025 and December 31, 2024 was $3,740 million and $3,021 million, respectively, or approximately 43% and 46%, respectively, of total equipment rental OEC under our management. At December 31, 2025, the appraised value of the rental equipment owned by OWN Program participants was $4,069 million. Our broader managed equipment rental fleet from which we support and generate our equipment rental revenue as of December 31, 2025 consisted of 252,252 units having an OEC of $8,780 million and an average age of 31 months, and as of December 31, 2024 consisted of 194,462 units having an OEC of $6,601 million and an average age of 29 months.

Fleet Composition. Our equipment rental fleet from which we support and generate our equipment rental revenue is summarized in the tables below:

	December 31, 2025			
	Units	% of Total	OEC (in millions)	% of Total
EquipmentShare Owned	170,704	68 %	$ 3,740	43 %
OWN Program	80,482	32 %	4,942	56 %
Operating Lease	1,066	— %	98	1 %
Total	**252,252**	**100 %**	**$ 8,780**	**100 %**

	December 31, 2024			
	Units	% of Total	OEC (in millions)	% of Total
EquipmentShare Owned	134,394	69 %	$ 3,021	46 %
OWN Program	58,360	30 %	3,437	52 %
Operating Lease	1,708	1 %	143	2 %
Total	**194,462**	**100 %**	**$ 6,601**	**100 %**

The diversity of equipment in our rental fleet is monitored and carefully balanced to give us the ability to re-locate equipment across regions to support increased regional industrial or construction activity and enhance our overall utilization. For example, certain categories of our equipment supporting industrial construction can efficiently be re-located to infrastructure projects. As of December 31, 2025 and 2024, 85% of our rental fleet consists of general rental construction equipment, which includes our core rental equipment of boom lifts, telehandlers, earth moving, scissor lifts, and excavators, and 15% of our rental fleet consists of specialty equipment, which includes advanced solutions, industrial tooling, and other non-core rental equipment.

The rental equipment mix among our general rental and specialty equipment categories was largely consistent in each year as a percentage of total units available for rent and as a percentage of OEC.

For the net book value of our rental equipment, see Note 5 to our audited consolidated financial statements for the year ended December 31, 2025.

Business Segments

We operate our business through the following reportable segments: (i) Equipment Rental and Services Operations, comprised of recurring activity performed at our full-service branch locations, such as equipment rentals and related services (including allocated telematics revenue related to rental customer access to the T3 platform), and sales of parts, supplies and maintenance services to construction contractors and others, and (ii) Equipment Sales, comprised of sales by us of new or used equipment made at any of our branch locations and dealership sites, including equipment sales to participants in the OWN Program. All other business activities include telematics SaaS subscriptions, software applications, and related telematics devices purchased by customers for their owned fleet, as well as building materials and hardware supplies. These segments are based upon how we allocate resources and assess performance. For additional information about our business segments, see Note 24 to our audited consolidated financial statements for the year ended December 31, 2025.

Equipment Rental and Services Operations

Our core service is the rental of equipment to customers on a daily, weekly, and monthly basis, enabled by our T3 platform. The equipment we rent includes (i) company-owned equipment, (ii) equipment that is leased to us under month-to-month or longer-term arrangements from participants in our OWN Program, and (iii) equipment owned by other third parties and leased to us under operating leases. We generate rental revenue by renting equipment owned by us or owned by others and re-renting the equipment to our customers.

In addition to equipment rental revenue, we also generate revenue from the sale of RPP services designed to protect our customers from potential damage or loss to the equipment during the rental period, environmental fees assessed on the rental asset, and fuel recovery fees that we charge to our rental customers.

As an integral part of our Equipment Rental and Services Operations segment, we sell equipment parts and supplies and provide maintenance and repair services to customers, as well as the owners of equipment who are participants in our OWN Program. We generate revenue from the provision of ad hoc and preventative maintenance and repair services to our customers. We also provide warranty repair services on behalf of OEMs in order to fulfill the warranty extended by the OEMs to customers. Revenue that we generate from warranty repair services represents compensation for the service performed by us.

Our principal costs and expenses associated with the Equipment Rental and Services Operations segment include (i) segment direct operating costs incurred across our 352 full-service branch locations and 9 dealership sites as of December 31, 2025, excluding operating expenses related to OWN Program payouts and equipment and vehicle operating lease expense; and (ii) segment selling, general and administrative expenses, excluding depreciation expense related to the property and other fixed assets. Direct operating costs include the costs incurred at our rental branch locations that collectively support our Equipment Rental and Services Operations segment, including, but not limited to, wages and related benefits, service costs in connection with our rental equipment, site operating costs, pickup and delivery expenses in connection with rental equipment, maintenance, fuel, parts, and supplies.

Equipment Sales

Through our Equipment Sales segment, we manage retail processes to sell new and used equipment. We sell used equipment assets to participants in our OWN Program, including third parties who have financed equipment purchases through the issuance of ABS. We also sell new and used equipment to others through a variety of channels, including retail sales, wholesalers, brokered sales, and auctions. Our principal costs and expenses associated with the Equipment Sales segment include the OEC, or purchase cost, of the equipment that we sell when we act as the principal in the transaction. When we act as the agent in the transaction, the purchase cost of the equipment that we sell is presented net of the equipment sales revenue.

All Other

All other business activities, which include telematics SaaS subscriptions, software applications, and the design, manufacture, and sale of custom electronic components, including telematics devices and cloud-based access control keypads purchased by customers for their owned fleet, as well as building materials and hardware supplies, are included in "All Other."

The following tables present information about our reportable segments for the years ended December 31, 2025, 2024, and 2023 (in millions):

	Year Ended December 31, 2025			
	Equipment Rental and Services Operations	Equipment Sales	All Other	Total
Equipment rental, parts, supplies, and services	$ 2,709	$ —	$ —	$ 2,709
Equipment sales	—	1,541	—	1,541
Telematics	15	—	51	66
Sales of building materials, small tools, and hardware supplies	—	—	63	63
Total revenues	**$ 2,724**	**$ 1,541**	**$ 114**	**$ 4,379**
Significant expenses:				
Segment cost of revenues	773	1,237	68	
Segment selling, general and administrative expenses	812	28	59	
Segment Adjusted EBITDA[1]	**$ 1,139**	**$ 276**	**$ (13)**	

	Year Ended December 31, 2024			
	Equipment Rental and Services Operations	Equipment Sales	All Other	Total
Equipment rental, parts, supplies, and services	$ 2,024	$ —	$ —	$ 2,024
Equipment sales	—	1,676	—	1,676
Telematics	11	—	21	32
Sales of building materials, small tools, and hardware supplies	—	—	32	32
Total revenues	**$ 2,035**	**$ 1,676**	**$ 53**	**$ 3,764**
Significant expenses:				
Segment cost of revenues	578	1,400	30	
Segment selling, general and administrative expenses	641	29	31	
Segment Adjusted EBITDA[1]	**$ 816**	**$ 247**	**$ (8)**	

	Year Ended December 31, 2023			
	Equipment Rental and Services Operations	Equipment Sales	All Other	Total
Equipment rental, parts, supplies and services	$ 1,624	$ —	$ —	$ 1,624
Equipment sales	—	879	—	879
Telematics	8	—	13	21
Sales of building materials, small tools, and hardware supplies	—	—	33	33
Total revenues	**$ 1,632**	**$ 879**	**$ 46**	**$ 2,557**
Significant expenses:				
Segment cost of revenues	435	728	29	
Segment selling, general and administrative expenses	441	28	31	
Segment Adjusted EBITDA(1)	**$ 756**	**$ 123**	**$ (14)**	

(1) Segment Adjusted EBITDA includes cost of revenues and selling, general, and administrative expenses for each segment. Cost of revenues for the Equipment Rental and Services Operations segment includes direct operating costs, excluding equipment and vehicle operating lease expense. Equipment and vehicle operating lease expense was $26 million, $85 million, and $111 million for the years ended December 31, 2025, 2024, and 2023, respectively. Cost of revenues for the Equipment Sales segment includes the cost of equipment sales. Cost of revenues for all other activities includes platform expenses. Segment Adjusted EBITDA also excludes operating expenses related to OWN Program payouts, depreciation expense on rental equipment, and amortization expense on capitalized software and intangible assets. These excluded expenses are significant: OWN Program payouts, depreciation expense on rental equipment, and amortization expense on capitalized software and intangible assets was $714 million, $300 million, and $23 million, respectively, for the year ended December 31, 2025, $420 million, $293 million, and $12 million, respectively, for the year ended December 31, 2024, and $209 million, $280 million , and $6 million, respectively, for the year ended December 31, 2023. Selling, general and administrative expenses for each segment exclude depreciation expense related to our property and other fixed assets. Depreciation expense related to our property and other fixed assets was $42 million, $27 million, and $9 million for the years ended December 31, 2025, 2024, and 2023, respectively. For additional information, see Note 24 to our audited consolidated financial statements for the year ended December 31, 2025.

Fiscal Year Ended December 31, 2025 Compared with Fiscal Year Ended December 31, 2024

Equipment Rental and Services Operations. Revenue for our Equipment Rental and Services Operations segment was $2,724 million for the year ended December 31, 2025, compared to $2,035 million for the year ended December 31, 2024, an increase of $689 million, or 34%. Approximately $616 million of the increase is attributed to the growth in fleet OEC under our management from $6,601 million as of December 31, 2024 to $8,780 million as of December 31, 2025, and the corresponding increase in our fleet size from 194,462 units to 252,252 units of equipment under our management as of December 31, 2024 and 2025, respectively. The increase in fleet OEC under our management, connected to our T3 platform, drove an increase in equipment rental revenue, primarily from national and regional customers. Fleet OEC under our management includes equipment we own and lease, as well as equipment owned by third parties and leased through our OWN Program that we rent to customers from our full-service branch locations, which also increased from 267 as of December 31, 2024, to 352 as of December 31, 2025. Revenue from sales of equipment parts, supplies, and services from mature branch locations and new branch locations open less than 24 months contributed $73 million and $42 million, respectively, to the increase in segment total revenues. Changes in the mix of equipment rented and price changes aligned with inflation partially offset the increase in equipment rental and related services revenue by $46 million.

Segment Adjusted EBITDA for our Equipment Rental and Services Operations segment was $1,139 million for the year ended December 31, 2025, compared to $816 million for the year ended December 31, 2024, an increase of $323 million, or 40%. The increase in Segment Adjusted EBITDA was primarily due an increase in segment total revenues of $689 million from equipment rentals and the sale of parts, supplies and services, attributed to our organic growth initiatives, including the maturation of our existing sites and incremental growth sites, and an increase in equipment rental fleet OEC under our management, from $6,601 million as of December 31, 2024 to $8,780 million as of December 31, 2025, and the corresponding increase in our fleet size from 194,462 units to 252,252 units of equipment under our management as of December 31, 2024 and 2025, respectively, driven by

OWN Program demand. The increase in segment total revenues was offset by increases of $195 million in segment cost of revenues and $171 million in segment selling, general and administrative expenses.

Equipment Sales. Revenue for our Equipment Sales segment was $1,541 million for the year ended December 31, 2025, compared to $1,676 million for the year ended December 31, 2024, a decrease of $135 million, or 8%. The decrease was primarily due to decreased sales of construction equipment, primarily to existing and new participants in the OWN Program, as presented in the following table (in millions):

	Year Ended December 31,			
	2025	2024	$ Change	% Change
Equipment sales to OWN Program participants[(1)]	$ 1,296	$ 1,474	$ (178)	(12)%
Other equipment sales	245	202	43	21 %
Total revenues - equipment sales	$ 1,541	$ 1,676	$ (135)	(8)%
Cost of equipment sold to OWN Program participants	$ 1,033	$ 1,237	$ (204)	(16)%
Cost of other equipment sales	204	163	41	25 %
Total cost of revenues - equipment sales	$ 1,237	$ 1,400	$ (163)	(12)%

(1) For the years ended December 31, 2025 and 2024, equipment sales to OWN Program participants included net revenue of $107 million and $64 million, respectively, recognized on an agent basis, with overall transaction values of $747 million and $352 million, respectively.

The decrease in equipment sales of $135 million is primarily attributed to lower sales of $178 million in construction equipment to existing and new participants in our OWN Program. Sales of new and used equipment from our full service branch locations to contractors and other end users increased $55 million, primarily attributed to our site expansion, and was offset by a decrease of $12 million of new equipment sold to customers from our dealership locations.

Segment Adjusted EBITDA for our Equipment Sales segment was $276 million for the year ended December 31, 2025, compared to $247 million for the year ended December 31, 2024, an increase of $29 million, or 12%. The increase in Segment Adjusted EBITDA was primarily attributed to higher gross margins on equipment sales.

All Other. Revenue for all other activities was $114 million for the year ended December 31, 2025, compared to $53 million for the year ended December 31, 2024, an increase of $61 million, or 115%. This increase was primarily due to an increase of $30 million in telematics SaaS subscriptions, applications, and related telematics devices, as well as an increase of $31 million in sales of building materials, small tools, and hardware supplies due to our expansion of 9 hardware stores during the year ended December 31, 2025. Segment loss for our all other activities was $13 million for the year ended December 31, 2025, compared to $8 million for the year ended December 31, 2024, an increase of $5 million, or 63%, primarily due to the increase of $28 million in selling, general and administrative expenses, including employee compensation, technology costs, professional service fees, and insurance expenses which were allocated to all other activities based on employee headcount, partially offset by higher revenue as previously discussed.

Fiscal Year Ended December 31, 2024 Compared with Fiscal Year Ended December 31, 2023

Equipment Rental and Services Operations. Revenue for our Equipment Rental and Services Operations segment was $2,035 million for the year ended December 31, 2024, compared to $1,632 million for the year ended December 31, 2023, an increase of $403 million, or 25%. Approximately $331 million of the increase is attributed to the growth in fleet OEC under our management from $5,423 million as of December 31, 2023 to $6,601 million as of December 31, 2024, and the corresponding increase in our fleet size from 159,597 units to 194,462 units of equipment under our management as of December 31, 2023 and 2024, respectively. The increase in fleet OEC under our management, connected to our T3 platform, drove an increase in equipment rental revenue, primarily from national and regional customers. Fleet OEC under our management includes equipment we own and lease, as well as equipment owned by third parties and leased through our OWN Program that we rent to customers from our full-service branch locations, which also increased from 190 as of December 31, 2023, to 267 as of December 31, 2024.

Revenue from sales of equipment parts, supplies, and services from mature branch locations and new branch locations open less than 24 months contributed $25 million and $20 million, respectively, to the increase in segment total revenues. Changes in the mix of equipment rented, along with price changes aligned with inflation, contributed approximately $28 million of the increase in equipment rental, parts, supplies and services revenue from 2023 to 2024.

Segment Adjusted EBITDA for our Equipment Rental and Services Operations segment was $816 million for the year ended December 31, 2024, compared to $756 million for the year ended December 31, 2023, an increase of $59 million, or 8%. The increase in Segment Adjusted EBITDA was primarily due to an increase in segment total revenues of $403 million from equipment rentals and the sale of parts, supplies and services, attributed to our organic growth initiatives, including the maturation of our existing sites and incremental growth sites, and an increase in equipment rental fleet OEC under our management, from $5,423 million as of December 31, 2023 to $6,601 million as of December 31, 2024, and the corresponding increase in our fleet size from 159,597 units to 194,462 units of equipment under our management as of December 31, 2023 and 2024, respectively, driven by OWN Program demand. The increase in segment total revenues was offset by increases of $143 million in segment cost of revenues and $200 million in segment selling, general and administrative expenses.

Equipment Sales. Revenue for our Equipment Sales segment was $1,676 million for the year ended December 31, 2024, compared to $879 million for the year ended December 31, 2023, an increase of $797 million, or 91%. This increase was primarily due to increased sales of construction equipment to existing and new participants in the OWN Program, as presented in the following table (in millions):

	Year Ended December 31,			
	2024	**2023**	**$ Change**	**% Change**
Equipment sales to OWN Program participants[(1)]	$ 1,474	$ 706	$ 768	109 %
Other equipment sales	202	173	29	17 %
Total revenues - equipment sales	$ 1,676	$ 879	$ 797	91 %
Cost of equipment sold to OWN Program participants	1,237	585	652	111 %
Cost of other equipment sales	163	143	20	14 %
Total cost of revenues - equipment sales	$ 1,400	$ 728	$ 672	92 %

(1) For the years ended December 31, 2024 and 2023, equipment sales to OWN Program participants included net revenue of $64 million and $29 million, respectively, recognized on an agent basis, with overall transaction values of $352 million and $315 million, respectively.

The increase in equipment sales of $797 million is primarily attributed to higher sales of $768 million in construction equipment to existing and new participants in our OWN Program. In addition, sales of new and used equipment from our full service branch locations to contractors and other end users increased $47 million, primarily attributed to our site expansion, and was offset by a decrease of $19 million of new equipment sold to customers from our dealership locations.

Segment Adjusted EBITDA for our Equipment Sales segment was $247 million for the year ended December 31, 2024, compared to $124 million for the year ended December 31, 2023, an increase of $124 million, or 100%. The increase in Segment Adjusted EBITDA was primarily attributed to the expansion of the OWN Program to support our organic growth initiatives.

All Other. Revenue for all other activities was $53 million for the year ended December 31, 2024, compared to $45 million for the year ended December 31, 2023, an increase of $8 million, or 17%. This increase was primarily due to an increase in telematics SaaS subscriptions, applications, and related telematics devices. Segment loss for our all other activities was $8 million for the year ended December 31, 2024, compared to $15 million for the year ended December 31, 2023, a decrease of $7 million, or 47%, primarily due to the increase in telematics SaaS subscriptions revenue.

Liquidity and Capital Resources

Overview

Our primary liquidity needs include funding our growth, payment of operating expenses, purchases of rental equipment to be used in our operations, servicing of debt, and funding acquisitions.

Our future contractual obligations are further discussed in "—Contractual Obligations and Commitments" below. Over the last three years, our primary sources of liquidity have been cash and cash equivalents, cash flows from our operations and our ability to borrow under our existing ABL Credit Facility, other financing arrangements, including lines of credit, and the issuances of perpetual preferred, common stock, and convertible preferred stock.

As of December 31, 2025, our liquidity consisted of cash and cash equivalents of $306 million and net excess availability of $1,039 million under our ABL Credit Facility. See "—ABL Credit Facility—Borrowing Capacity" below.

Our strategy is to maintain enough liquidity from both cash from operations and our availability under our debt facilities to maintain sufficient headroom to finance our growth, as well as mitigate the impact that any adverse financial market conditions might have on our operations in the future. We believe that cash generated from operations, together with amounts available under the ABL Credit Facility or other financing arrangements, will be sufficient to meet working capital requirements, debt payments, and anticipated capital expenditures, as well as meet other strategic uses of cash, if any, over the next twelve months and beyond. We aim to maintain at least $500 million in liquidity at all times.

To the extent that current and anticipated future sources of liquidity are insufficient to fund our future business activities and requirements, we may be required to seek additional equity or debt financing. The sale of additional equity would result in additional dilution to shareholders. The incurrence of debt financing would result in debt service obligations and the instruments governing such debt could provide for operating and financing covenants that may restrict our operations. There can be no assurances that we will be able to raise additional capital on terms that are attractive to us or at all. The inability to raise capital would adversely affect our ability to achieve our business objectives.

We sell equipment to third party OWN Program participants who have financed equipment purchases through the issuance of ABS. Under the terms of the ABS, if the appraised value of the equipment declines below specified amounts, these vehicles may require the third-party owner to liquidate some or all of their equipment, which would make it unavailable to us and may require us to expend cash to obtain replacement equipment in order to supply our customers with rental equipment. See "Risk Factors—Our OWN Program subjects us to a number of risks, many of which are beyond our control."

Cash Flows

Significant factors driving our liquidity position include cash flows generated from operating and financing activities, as well as investing activities. We have generated and expect to continue to generate positive cash flow from our operations. Our ability to fund our capital needs will be affected by our ongoing ability to generate cash from operations and access to capital markets.

The following table summarizes the change in cash and cash equivalents for the periods shown:

	Year Ended December 31,		
	2025	2024	2023
		(in millions)	
Net cash provided by operating activities	$ 264	$ 282	$ 279
Net cash used in investing activities	(980)	(419)	(614)
Net cash provided by financing activities	615	228	408
Net increase (decrease) in cash and cash equivalents	**$ (101)**	**$ 91**	**$ 73**

Net Cash Provided by Operating Activities

For the years ended December 31, 2025 and 2024, net cash provided by our operating activities was $264 million and $282 million, respectively, and was in each period primarily due to cash generated from the growth in our business, increase in our rental fleet and corresponding growth in our revenues. These proceeds were offset partially by an increase in cost of revenues of $322 million, selling, general and administrative expenses of $214 million, and interest expense of $24 million for the year ended December 31, 2025, as compared to the year ended December 31, 2024, and changes in working capital accounts.

For the years ended December 31, 2024 and 2023, net cash provided by our operating activities was $281 million and $279 million, respectively, and was in each period primarily due to cash generated from the growth in our business, increase in our rental fleet and corresponding growth in our revenues. These proceeds were offset, in part, by an increase in cost of revenues of $1,020 million, selling, general and administrative expenses of $220 million, and interest expense of $48 million for the year ended December 31, 2024, as compared to the year ended December 31, 2023, and changes in working capital accounts.

Net Cash Used in Investing Activities

For the years ended December 31, 2025 and 2024, net cash used in our investing activities was $980 million and $419 million, respectively, an increase of 134%, and was primarily due to a decrease in proceeds received from the sale of rental equipment of $1,160 million and $1,323 million for the years ended December 31, 2025 and 2024, an increase in by cash used for the purchases of rental equipment, which was $1,780 million for the year ended December 31, 2025, and $1,586 million for the year ended December 31, 2024, and an increase in cash used for the purchases of properties and other fixed assets which was $248 million for the year ended December 31, 2025, and $195 million for the year ended December 31, 2024. For the years ended December 31, 2025 and 2024, there were also significant uses of cash for the development of our T3 platform, as well as investments in debt and equity securities. These uses were offset partially by proceeds received from the sale of properties and other fixed assets of $2 million and $102 million for the year ended December 31, 2025 and 2024, respectively.

For the years ended December 31, 2024 and 2023, net cash used in our investing activities was $419 million and $614 million, respectively, a decrease of 32%, and was primarily due to an increase in proceeds received from the sale of rental equipment of $1,323 million and $647 million for the years ended December 31, 2024 and 2023, respectively, offset by cash used for the purchases of rental equipment, which was $1,586 million for the year ended December 31, 2024, and $1,098 million for the year ended December 31, 2023, and cash used for the purchases of properties and other fixed assets which was $195 million for the year ended December 31, 2024, and $185 million for the year ended December 31, 2023. For the years ended December 31, 2024 and 2023, there were also significant uses of cash for the development of our T3 platform, as well as investments in debt and equity securities. These uses were offset, in part, by proceeds received from the sale of properties and other fixed assets of $102 million and $58 million for the year ended December 31, 2024 and 2023, respectively.

Net Cash Provided by Financing Activities

For the year ended December 31, 2025, net cash provided by financing activities was $615 million, compared to $228 million for the year ended December 31, 2024, an increase of 170%. Net cash provided by financing activities was positively impacted by net proceeds of $2,357 million from the issuance of long-term debt for the year ended December 31, 2025, and net proceeds of $2,436 million from the issuance of long-term debt for the year ended December 31, 2024. This was offset partially by using $1,679 million in cash to repay long-term debt and finance leases, as well as $19 million in cash for financing obligations for the year ended December 31, 2025, and by using $2,195 million in cash to repay long-term debt and finance leases as well as $67 million in cash for financing obligations for the year ended December 31, 2024.

For the year ended December 31, 2024, net cash provided by financing activities was $228 million, compared to $408 million for the year ended December 31, 2023, a decrease of 44%. Net cash provided by financing activities was positively impacted by net proceeds of $2,436 million from the issuance of long-term debt for the year ended December 31, 2024, and net proceeds of $1,595 million from the issuance of long-term debt, net proceeds of $103 million from the issuance of perpetual preferred, net proceeds of $44 million from the issuance of common stock and net proceeds of $2 million from the issuance of convertible preferred stock for the year ended December 31, 2023. This was offset, in part, by using $2,195 million in cash to repay long-term debt and finance leases, as well as $67 million in cash for financing obligations for the year ended December 31, 2024, and by using $1,339 million in cash to repay long-term debt and finance leases as well as $24 million in cash for financing obligations for the year ended December 31, 2023.

Capital Expenditures

Our capital expenditures relate largely to purchases of rental equipment, with the remaining portion representing purchases of and deposits on property and other fixed assets and investments in internally developed software primarily associated with the development of our proprietary T3 platform and related software applications. We offset capital expenditures related to our rental equipment fleet through our sales of rental equipment to contractors and to OWN Program participants, including high net worth individuals, family offices, and other third parties who have financed equipment purchases through the issuance of ABS.

The table below sets forth the capital expenditures related to our rental equipment fleet, net of proceeds from the sale of rental equipment, and investments we are making to the T3 platform and other internally developed software for each of the years presented.

	Year Ended December 31,		
	2025	**2024**	**2023**
	(in millions)		
Purchases of rental equipment	$ 1,780	$ 1,586	$ 1,098
Proceeds from sale of rental equipment	(1,160)	(1,323)	(647)
Net rental equipment capital expenditure	**$ 620**	**$ 263**	**$ 451**
Investments in internally developed software[(1)]	39	38	25
Net rental equipment & software expenditure	**$ 659**	**$ 301**	**$ 476**

(1) Represents expenditures in connection with developing and maintaining our information technology, including our T3 platform, as well as related software applications that generate platform revenue.

Net rental equipment capital expenditures were $620 million for the year ended December 31, 2025, compared to $263 million for the year ended December 31, 2024, an increase of 136%, as we continued to grow our fleet and site locations in connection with our geographical expansion.

Net rental equipment capital expenditures were $263 million for the year ended December 31, 2024, compared to $451 million for the year ended December 31, 2023, a decrease of 42%, as we continued to grow our fleet and site locations in connection with our geographical expansion.

ABL Credit Facility

Borrowing Capacity

On November 26, 2025, the Company refinanced existing borrowings under an asset-based lending facility (“ABL Facility”) by entering into a new asset-based lending facility (“ABL Credit Facility”). The ABL Credit Facility has a stated maturity date of November 26, 2030. The ABL Credit Facility provides available “borrowing capacity” (the maximum borrowing permitted, assuming there is sufficient collateral as identified under the ABL Credit Facility) up to $2.75 billion. Borrowings under the ABL Credit Facility will bear interest at a rate (at the Company’s election) equal to either (a) the Secured Overnight Financing Rate plus a spread between 112.5 to 137.5 basis points or (b) (x) the greatest of (i) 0.00%, (ii) the Federal Funds Rate in effect on such day plus 50 basis points, (iii) the Secured Overnight Financing Rate for a one month tenor in effect on such day (to the extent ascertainable), plus 100 basis points, and (iv) the Prime Rate plus (y) a spread between 12.5 basis points and 37.5 basis points.

Similar to the ABL Facility, the ABL Credit Facility provides for the majority of our borrowing capacity and availability. Creditors under the ABL Credit Facility have a first-priority security interest in specific pools of assets identified as collateral therein. Our ability to borrow under the ABL Credit Facility is a function of, among other things, the value of the assets in the relevant collateral pool. We refer to the amount of debt we can borrow given a certain pool of assets as the "Borrowing Base," which includes our accounts receivable, unbilled accounts receivable, eligible rental equipment, eligible rolling stock and eligible inventory.

Under the ABL Credit Facility, we are required to maintain control agreements on deposit accounts where, (x) proceeds of collateral from customers and other obligors or (y) proceeds of sales of the collateral, are deposited. During a Cash Dominion Period (as defined below), all amounts in such deposit accounts are swept into a collection account maintained with the ABL Credit Facility Agent and used to repay borrowings under the ABL Credit Facility. A cash dominion period ("Cash Dominion Period") begins from the occurrence of (a) any specified event of default or (b) specified availability being less than the greater of (i) 10% of the maximum borrowing amount and (ii) $175 million, for five consecutive business days and ends when (a) no specified event of default exists and (b) specified availability has been greater than the greater of (i) 10% of the maximum borrowing amount and (ii) $175 million, for twenty consecutive days.

As of December 31, 2025, we calculated a Borrowing Base, as defined under the ABL Credit Facility, of $2,240 million. We determine "Net Excess Availability" as the amount of additional debt we could borrow based on the existing borrowing base. As of December 31, 2025, we had Net Excess Availability of $1,039 million under the ABL Facility. We determine "Remaining Capacity" as defined under the ABL Credit Facility as the maximum principal amount of debt permitted to be outstanding under the facility (i.e., the amount of debt we could borrow assuming we possessed sufficient assets as collateral) less the principal amount of debt then-outstanding under the facility. We calculate "Availability Under Borrowing Base Limitation" as the lower of Remaining Capacity or the Borrowing Base less the principal amount of debt then-outstanding under the ABL Credit Facility, or the amount of debt we could borrow given the collateral we possess at such time, up to payment conditions. As of December 31, 2025, we calculated Remaining Capacity of $1,549 million and our "Availability Under Borrowing Base Limitation" was $815 million. Under the ABL Credit Facility, "Remaining Capacity" and "Availability Under Borrowing Base Limitation" are calculated and defined in the same way as under the ABL Facility.

As of December 31, 2025, $6 million of standby letters of credit were issued and outstanding with a third-party financial institution.

Covenants

Our ABL Credit Facility contains a number of covenants that, among other things, limit or restrict our ability to dispose of assets, incur additional indebtedness, incur guarantee obligations, prepay certain indebtedness, make certain restricted payments (including paying dividends, redeeming stock or making other distributions), create liens, make investments, make acquisitions, engage in mergers, fundamentally change the nature of our business, or engage in certain transactions with certain affiliates. Under the terms of our ABL Credit Facility, we are not subject to ongoing financial maintenance covenants; however, under the ABL Credit Facility, failure to maintain certain levels of liquidity will subject us to a contractually specified fixed charge coverage ratio of not less than 1:1 for the four quarters most recently ended. As of December 31, 2025, the appropriate levels of liquidity have been maintained; therefore this financial maintenance covenant is not applicable. Additional information on the terms of our ABL Facility is included in Note 13 to our audited consolidated financial statements included elsewhere in this 2025 Form 10-K. Additional information on the terms of our ABL Credit Facility is included in Note 13 to our consolidated financial statements included elsewhere in this 2025 Form 10-K.

The ABL Credit Facility is secured on a first-priority basis by liens on substantially all of our and any guarantor's assets, subject to permitted liens and certain exceptions. As of the date of this 2025 Form 10-K, the ABL Credit Facility is not guaranteed by any of our subsidiaries.

Certain of the restrictive covenants under the ABL Credit Facility utilize adjusted EBITDA, as defined, as a primary component of the compliance metric governing our ability to undertake certain actions otherwise proscribed by such covenants. The adjusted EBITDA metric is calculated under the ABL Credit Facility as net income before the income tax provision, net financing charges, restructuring and impairment costs, allocation for support functions and other costs, and intangible asset amortization and depreciation, and new market start-up costs attributable to new locations less than twelve months old subject to a specified cap calculated as a percentage of the adjusted EBITDA metric. For the years ended December 31, 2025, 2024, and 2023, new market start-up costs attributed to our Equipment Rental and Services Operations segment were $252 million, $197 million, and $124 million, respectively.

Notes

Senior Secured Second Lien Notes due 2028

On May 9, 2023, we issued $640,000,000 in aggregate principal amount of 9.000% Senior Secured Second Lien Notes due 2028 (the "Initial 2028 Notes"). On September 21, 2023, we issued an additional $400,000,000 in aggregate principal amount of 9.000% Senior Secured Second Lien Notes due 2028 (the "Additional 2028 Notes" and together with the Initial 2028 Notes, the "2028 Notes"). The 2028 Notes were issued pursuant to the indenture, dated as of May 9, 2023, between us and Citibank, N.A., as trustee and notes collateral agent (the "2028 Notes Indenture"). The 2028 Notes bear interest at a rate of 9.00% per year and interest on the 2028 Notes is payable semi-annually in arrears on May 15 and November 15 of each year. The 2028 Notes will mature on May 15, 2028. The 2028 Notes rank *pari passu* in right of payment to all of our and any guarantor's existing and future senior indebtedness, including indebtedness under the ABL Credit Facility, our 2032 Notes (as defined below) and our 2033 Notes (as defined below).

The 2028 Notes and any related guarantees are secured on a second-priority basis by liens on substantially all of our and any guarantor's assets that secure any first-priority lien obligations (including the ABL Credit Facility), subject to permitted liens and certain exceptions. There are certain situations where all or a portion of such collateral may be automatically released.

The 2028 Notes will be jointly and severally guaranteed on a senior secured second lien basis by each of our current and future subsidiaries to the extent such subsidiary guarantees our ABL Credit Facility, subject to certain limitations and exceptions. We may redeem some or all of the 2028 Notes at the redemption prices set forth in the 2028 Notes Indenture.

The 2028 Notes Indenture contains certain covenants applicable to us and our restricted subsidiaries, including limitations on: (1) liens; (2) indebtedness; (3) mergers, consolidations and acquisitions; (4) sales, transfers and other dispositions of assets; (5) loans and other investments; (6) dividends and other distributions, stock repurchases and redemptions and other restricted payments; (7) restrictions affecting subsidiaries; (8) transactions with affiliates; and (9) designations of unrestricted subsidiaries. Each of these covenants is subject to a number of important exceptions and qualifications. In addition, many of the restrictive covenants do not apply to us during any period when the 2028 Notes are rated investment grade by any two of Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Investors Ratings Services ("S&P") and Fitch Ratings ("Fitch") or, in certain circumstances, another rating agency selected by us, provided at such time no default under the 2028 Notes Indenture has occurred and is continuing. In the case of an event of default, the principal amount of the 2028 Notes plus accrued and unpaid interest would be accelerated.

Senior Secured Second Lien Notes due 2032

On April 16, 2024, we issued $600,000,000 in aggregate principal amount of 8.625% Senior Secured Second Lien Notes due 2032 (the "2032 Notes"). The 2032 Notes were issued pursuant to the indenture, dated as of April 16, 2024, between us and Citibank, N.A., as trustee and notes collateral agent (the "2032 Notes Indenture"). The 2032 Notes bear interest at a rate of 8.625% per year and interest on the 2032 Notes is payable semi-annually in arrears on May 15 and November 15 of each year. The 2032 Notes will mature on May 15, 2032. The 2032 Notes rank pari passu in right of payment to all of our and any guarantor's existing and future senior indebtedness, including indebtedness under the ABL Credit Facility, our 2028 Notes and our 2033 Notes.

The 2032 Notes and any related guarantees are secured on a second-priority basis by liens on substantially all of our and any guarantor's assets that secure any first-priority lien obligations (including the ABL Credit Facility), subject to permitted liens and certain exceptions. There are certain situations where all or a portion of such collateral may be automatically released.

As of the date of this 2025 Form 10-K, the 2032 Notes are not guaranteed by any of our subsidiaries. Going forward, the 2032 Notes will be jointly and severally guaranteed on a senior secured second lien basis by each of our current and future subsidiaries to the extent such subsidiary guarantees our ABL Credit Facility, subject to certain limitations and exceptions. We may redeem some or all of the 2032 Notes at the redemption prices set forth in the 2032 Notes Indenture.

The 2032 Notes Indenture contains certain covenants applicable to us and our restricted subsidiaries, including limitations on: (1) liens; (2) indebtedness; (3) mergers, consolidations and acquisitions; (4) sales, transfers and other dispositions of assets; (5) loans and other investments; (6) dividends and other distributions, stock repurchases and redemptions and other restricted payments; (7) restrictions affecting subsidiaries; (8) transactions with affiliates; and (9) designations of unrestricted subsidiaries. Each of these covenants is subject to a number of important exceptions and qualifications. In addition, many of the restrictive covenants do not apply to us during any period when the 2032 Notes are rated investment grade by any two of Moody's, S&P, and Fitch or, in certain circumstances, another rating agency selected by us, provided at such time no default under the 2032 Notes Indenture has occurred and is continuing. In the case of an event of default, the principal amount of the 2032 Notes plus accrued and unpaid interest would be accelerated.

Senior Secured Second Lien Notes due 2033

On September 13, 2024, we issued $500,000,000 in aggregate principal amount of 8.000% Senior Secured Second Lien Notes due 2033 (the "2033 Notes"). The 2033 Notes were issued pursuant to the indenture, dated as of September 13, 2024, between us and Citibank, N.A., as trustee and notes collateral agent (the "2033 Notes Indenture"). The 2033 Notes bear interest at a rate of 8.000% per year and interest on the 2033 Notes is payable semi-annually in arrears on March 15 and September 15 of each year. The 2033 Notes will mature on March 15, 2033. The 2033 Notes rank pari passu in right of payment to all of our and any guarantor's existing and future senior indebtedness, including indebtedness under the ABL Credit Facility, our 2028 Notes and our 2032 Notes.

The 2033 Notes and any related guarantees are secured on a second-priority basis by liens on substantially all of our and any guarantor's assets that secure any first-priority lien obligations (including the ABL Credit Facility), subject to permitted liens and certain exceptions. There are certain situations where all or a portion of such collateral may be automatically released.

As of the date of this 2025 Form 10-K, the 2033 Notes are not guaranteed by any of our subsidiaries. Going forward, the 2033 Notes will be jointly and severally guaranteed on a senior secured second lien basis by each of our current and future subsidiaries to the extent such subsidiary guarantees our ABL Credit Facility, subject to certain limitations and exceptions. We may redeem some or all of the 2033 Notes at the redemption prices set forth in the 2033 Notes Indenture.

The 2033 Notes Indenture contains certain covenants applicable to us and our restricted subsidiaries, including limitations on: (1) liens; (2) indebtedness; (3) mergers, consolidations and acquisitions; (4) sales, transfers and other dispositions of assets; (5) loans and other investments; (6) dividends and other distributions, stock repurchases and redemptions and other restricted payments; (7) restrictions affecting subsidiaries; (8) transactions with affiliates; and (9) designations of unrestricted subsidiaries. Each of these covenants is subject to a number of important exceptions and qualifications. In addition, many of the restrictive covenants do not apply to us during any period when the 2033 Notes are rated investment grade by any two of Moody's, S&P, and Fitch or, in certain circumstances, another rating agency selected by us, provided at such time no default under the 2033 Notes Indenture has occurred and is continuing. In the case of an event of default, the principal amount of the 2033 Notes plus accrued and unpaid interest would be accelerated.

Certain of the restrictive covenants under the indentures governing our outstanding notes utilize consolidated total assets as a primary component of the compliance metric governing our ability to undertake certain actions otherwise proscribed by such covenants.

In addition, certain liens and restricted payments are permitted subject to leverage ratios which are calculated based on an adjusted EBITDA metric. Such adjusted EBITDA metric is calculated under the indentures governing our outstanding notes as net income before income tax provision, net financing charges, restructuring and impairment costs, allocation for support functions and other costs, and intangible asset amortization and depreciation, and new market start-up costs attributable to new locations less than twelve months old subject to a specified cap calculated as a percentage of the adjusted EBITDA metric.

Amendments to the Indentures Governing the 2028 Notes and the 2032 Notes

On July 17, 2025, the indentures governing the 2028 Notes and the 2032 Notes were amended to conform certain covenants and related definitions for these notes to the indenture governing the 2033 Notes. Among other things, the amendments increased certain limits on debt incurrence to align with the 2033 Notes and aligned certain aspects of the lien covenant to the same terms in the 2033 Notes Indenture. In connection with these amendments to the indentures, we paid $5 million in fees and expenses.

Dividends

Dividends on our perpetual preferred accrue and accumulate daily in arrears on the then current accreted liquidation preference of the outstanding perpetual preferred, whether or not declared, and, if not declared and paid, will accrue at the applicable dividend rate and be compounded quarterly in arrears. Dividends on the perpetual preferred will be payable, at our election, in cash at any time when, as and if declared by our Board or any duly authorized committee of our Board, but only out of assets legally available. As of December 31, 2025, the maximum potential dividend accumulated in arrears on our perpetual preferred was approximately $124 million.

Contractual Obligations and Commitments

The following table summarizes our long-term contractual obligations and commitments as of December 31, 2025.

	Payments Due by Period				
	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
			(In millions)		
Debt	$ 3,335	$ 4	$ 1,035	$ 1,196	$ 1,100
Operating leases	1,059	119	228	206	506
Finance leases	278	31	52	48	147
Financing obligations (equipment)	26	7	7	13	–
Total contractual obligations	$ 4,698	$ 161	$ 1,322	$ 1,463	$ 1,753

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have a material current effect or are reasonably likely to have a material future effect on our results of operations, financial condition, capital expenditures, liquidity or capital resources.

Critical Accounting Policies and Estimates

Our discussion and analysis of financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of the consolidated financial statements requires our management team to make estimates and judgments that affect the reported amounts in our consolidated financial statements and accompanying notes.

Certain of our accounting policies involve a higher degree of judgment and complexity in their application or selection. Management used estimates and assumptions in preparing these financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues, and expenses. As future events and their effects cannot be determined with precision, actual results could differ from the estimates that were used.

For a discussion of all of our significant accounting policies, see Note 2 to our audited consolidated financial statements included elsewhere in this 2025 Form 10-K. We believe that the following critical accounting policies affect the most significant estimates and management judgments used in preparing the consolidated financial statements.

Useful Lives and Salvage Values of Rental Equipment

Our principal assets are rental equipment, which represented 47% and 48% of our total assets as of December 31, 2025, and 2024, respectively. Rental equipment is comprised of various classes of construction equipment, delivery vehicles, trailers, and installed telematics tracker devices. Rental equipment is purchased with the intention to rent the equipment as a long-term productive asset. Upon the equipment's first rental, the equipment is considered to be placed into service and we begin to depreciate the asset over its estimated useful life to its estimated residual value. Generally, when rental equipment is placed into service, we estimate the period that the asset may be held in our rental fleet for the purpose of generating rental revenues, ranging from 5 to 10 years until its sale or disposal to another party. We also estimate the residual value of the applicable rental equipment at the expected time of sale or disposal, ranging from zero to 35% of the asset's OEC. The residual value for rental equipment is affected by factors which include equipment age and amount of usage.

Depreciation rates are reviewed at least annually based on our ongoing assessment of present and estimated future market conditions, their effect on residual values at the time of disposal and the estimated holding periods. Market conditions for used equipment sales can also be affected by external factors such as the economy, natural disasters, fuel prices, supply of similar used equipment, the market price for similar new equipment and incentives offered by manufacturers of new equipment. These key factors are considered when estimating future residual value and assessing depreciation rates. As a result of this ongoing assessment, we make periodic adjustments to depreciation rates of rental equipment in response to changed market conditions and other factors. To the extent that the useful lives of all of our rental equipment were to change by one year, we estimate that our annual depreciation expense would decrease or increase by approximately $39 million or $50 million, respectively. If the estimated salvage values of all of our rental equipment were to increase or decrease by one percentage point, we estimate that our annual depreciation expense would change by approximately $6 million or $5 million, respectively. Any change in depreciation expense as a result of a hypothetical change in either useful lives or salvage values would generally result in a proportional increase or decrease in the gross profit we would recognize upon the ultimate sale of the asset.

Property Sale and Leaseback Transactions

In connection with our organic growth initiatives, we have routinely sold property to third parties and simultaneously entered into lease arrangements for the same property. Under these arrangements, we transfer legal ownership of the property to the third party in exchange for consideration, and in connection with the lease we retain the use of the property and make periodic lease payments. We evaluate the terms of the agreements to determine whether a sale has occurred in the context of a sale and leaseback transaction. The evaluation includes assessing if the customer obtains control of the property in accordance with Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, determining the classification of the lease, and identifying the existence of a repurchase option, all of which may include judgments. These judgments can materially impact the recognition of a financing obligation. Application of the lease classification criteria requires significant judgment, particularly relating to the valuation of the property sold in the transaction. We measure the fair value of the property on the basis of one or more of (1) the market approach, (2) the income approach, and (3) the cost approach.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to a variety of market risks, primarily related to the effects of changes in interest rates (including credit spreads) and fluctuations in fuel prices. We manage our exposure to these market risks through our regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. Derivative financial instruments are viewed as risk management tools and have not been used for speculative or trading purposes. In addition, derivative financial instruments are entered into with a major financial institution in order to manage our exposure to counterparty nonperformance on such instruments.

Interest Rate Risk

We have assessed our exposure to changes in interest rates by analyzing the sensitivity to our earnings assuming various changes in market interest rates. Assuming a hypothetical increase of one percentage point in interest rates on our ABL Facility as of December 31, 2025, our pre-tax earnings would decrease by an estimated $7 million over a 12-month period. We terminated certain interest rate swap agreements in connection with the entry into the ABL Credit Facility.

Commodity Price Risk

The cost of logistics and transportation fluctuates in large part due to the price of oil and demand trends. Any fluctuations in our transportation costs in excess of amounts we charge to customers, including the cost of delivery and pick up of construction equipment, could harm our gross profits and margins. If we are unable to successfully mitigate a significant portion of commodity price increases or fluctuations, our results of operations could be harmed. A 10% increase in our transportation costs, if not recovered through higher charges to our customers, would have resulted in a change to cost of revenues of approximately $15 million, $10 million, and $7 million for the years ended December 31, 2025, 2024, and 2023, respectively.

Foreign Currency Risk

We employ a limited number of software engineers domiciled in the United Kingdom (the “UK”). As a result, we have foreign currency risk exposure to exchange rate fluctuations, primarily with respect to payroll, employee benefits, lease expense, and other costs incurred and paid in British Pounds. During the year ended December 31, 2025, the total costs incurred by our subsidiary in the UK was not material to our operating results. Based on the size of our subsidiary in the UK, we do not believe that a 10% change in the British Pound exchange rate would have a material impact on our earnings. We do not engage in purchasing forward exchange contracts for speculative purposes.

Item 8. Financial Statements and Supplementary Data

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
EquipmentShare.com Inc:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of EquipmentShare.com Inc and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of net income, comprehensive income, perpetual preferred stock and equity, and cash flows for each of the years in the three-year period ended December 31, 2025, and the related notes and financial statement schedule II - valuation and qualifying accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Economic life estimates of rental equipment sold in sale leaseback transactions

As discussed in Notes 2 and 18 to the consolidated financial statements, the Company entered into rental equipment sale leaseback transactions during the year ended December 31, 2025. The Company assesses these sale leaseback arrangements to determine whether a sale has occurred and whether the classification of the lease precludes sale accounting. These assessments involve a determination of whether control of the underlying asset has been transferred to the buyer. If control of the underlying asset has been transferred to the buyer, the arrangements are accounted for as a sale leaseback transaction. The Company considers whether or not the term of the lease arrangement represents a major part of the remaining economic life of the underlying asset based on the period the underlying asset is expected to be usable by one or more users. The determination of the rental equipment's economic life is subjective. The Company determines the economic life of the asset using a market approach which uses external and internal data of similar assets in the marketplace. During the year ended December 31, 2025, the Company recognized revenue for various sales of rental equipment of $1,296 million in connection with sale leaseback transactions.

We identified the evaluation of the economic life of rental equipment sold in sale leaseback transactions as a critical audit matter. A high degree of subjective auditor judgment was required in evaluating the economic life of rental equipment at the time of the sale as changes to the economic life could have a significant effect on the sale leaseback accounting conclusions. Additionally, the audit effort associated with assessing the economic life of rental equipment sold in sale leaseback transactions required specialized skills and knowledge.

The following are the primary procedures we performed to address this critical audit matter. We involved valuation professionals with specialized skills and knowledge, who assisted in assessing the economic life of a sample of rental equipment sold as part of sale leaseback transactions by:

- developing independent estimates of the economic life of each sampled rental equipment asset using third-party market information for similar rental equipment asset categories
- comparing independent expectations of economic life for the sampled asset to the Company's estimate of the economic life.

/s/ KPMG LLP

We have served as the Company's auditor since 2020.

St. Louis, Missouri
March 19, 2026

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In millions, except par value)

	December 31, 2025	December 31, 2024
ASSETS		
Cash and cash equivalents	$ 306	$ 407
Accounts receivable, net ($20 and $36, respectively, due from related parties)	748	563
Inventories	401	331
Prepaid costs	169	42
Other current assets	106	64
Total current assets	1,730	1,407
Rental equipment, net	2,834	2,335
Property and other fixed assets, net	504	339
Capitalized software, net	110	92
Right of use assets, operating	676	569
Investments in non-consolidated affiliates	59	54
Intangible assets, net	31	3
Other assets	43	17
Total assets	$ 5,987	$ 4,816
LIABILITIES, PERPETUAL PREFERRED STOCK, AND EQUITY		
Accounts payable ($0.3 and $1, respectively, due to related parties)	$ 95	$ 91
Accrued liabilities ($4 due to related parties in 2024)	609	344
Manufacturer flooring plans payable	74	108
Current portion of long-term debt	4	19
Current portion of operating lease liabilities	69	59
Current portion of finance lease liabilities	19	17
Current portion of financing obligations	10	20
Total current liabilities	880	658
Long-term debt, net of current portion, original issue discounts, and debt issuance costs	3,268	2,528
Operating lease liabilities, net of current portion ($5 and $25, respectively, due to related parties)	655	555
Finance lease liabilities, net of current portion ($28 and $29, respectively, due to related parties)	169	71
Financing obligations, net of current portion	83	99
Deferred tax liabilities, net	43	31
Other liabilities	1	1
Total liabilities	5,099	3,943
Perpetual preferred stock, net - $0.00000125 par value, 15 shares authorized, 14 and 14 shares issued and outstanding at December 31, 2025 and 2024, respectively	360	324
Common stock - $0.00000125 par value, 273 shares authorized, 79 and 78 shares issued and outstanding at December 31, 2025 and 2024, respectively	–	–
Convertible preferred stock, net - $0.00000125 par value, 149 shares authorized, 142 and 142 shares issued and outstanding at December 31, 2025 and 2024, respectively	430	430
Treasury stock, at cost, 5 and 5 shares at December 31, 2025 and 2024, respectively	(7)	(7)
Additional paid-in-capital	105	114
Retained earnings	—	8
Accumulated other comprehensive income	—	4
Total equity	528	549
Total liabilities, perpetual preferred stock, and equity	$ 5,987	$ 4,816

The accompanying notes are an integral part of these consolidated financial statements.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF NET INCOME
(In millions, except per share data)

	Years Ended December 31, 2025	2024	2023
REVENUES			
Equipment rental and related services	$ 2,437	$ 1,867	$ 1,511
Equipment sales ($79, $277, and $80, respectively, from related parties)	1,541	1,676	879
Equipment parts and supplies and services	272	157	113
Platform:			
Telematics	66	32	21
Other	63	32	33
Total revenues	4,379	3,764	2,557
COST OF REVENUES			
Direct operating costs	799	663	546
OWN Program payouts ($40, $74, and $56, respectively, to related parties)	714	420	209
Equipment sales	1,237	1,400	728
Platform expense	68	30	29
Depreciation and amortization	322	305	286
Total cost of revenues	3,140	2,818	1,798
Gross profit	1,239	946	759
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	942	728	509
Operating income	297	218	250
OTHER INCOME (EXPENSE)			
Gain on sale of properties and other assets	1	20	10
Loss on debt extinguishment	(8)	–	(30)
Interest expense	(285)	(261)	(213)
Other income, net ($9 and $6 from related parties in 2025 and 2024, respectively)	49	29	4
Total other expense, net	(243)	(212)	(229)
INCOME BEFORE INCOME TAXES	54	6	21
Provision for income taxes	14	3	4
NET INCOME	$ 40	$ 3	$ 17
Deemed dividends on perpetual preferred stock	(37)	(40)	(32)
Net income (loss) attributable to common shareholders	$ 3	$ (37)	$ (15)
Weighted average common shares outstanding:			
Basic	78	77	75
Diluted	226	77	75
Earnings (loss) per common share:			
Basic	$ 0.01	$ (0.48)	$ (0.20)
Diluted	$ 0.01	$ (0.48)	$ (0.20)

The accompanying notes are an integral part of these consolidated financial statements.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Net income	$ 40	$ 3	$ 17
Other comprehensive income, net of tax:			
Change in fair value of derivative instruments	(4)	–	(2)
COMPREHENSIVE INCOME	36	3	15

The accompanying notes are an integral part of these consolidated financial statements.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF PERPETUAL PREFERRED STOCK AND EQUITY
(In millions)

	Perpetual Preferred Stock, net		Common Stock		Convertible Preferred Stock, net		Treasury Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at January 1, 2023	8	$ 151	73	$ —	142	$ 426	$ (7)	$ 88	$ 43	$ 6	$ 556
Net income	–	–	–	–	–	–	–	–	17	–	17
Change in fair value of derivative instruments, net of tax	–	–	–	–	–	–	–	–	–	(2)	(2)
Issuance of perpetual preferred stock, net	6	103	–	–	–	–	–	–	–	–	–
Accretion of perpetual preferred stock to redemption value	–	30	–	–	–	–	–	–	(30)	–	(30)
Issuance of convertible preferred stock, net	–	–	–	–	–	2	–	–	–	–	2
Dividends on perpetual preferred stock	–	–	–	–	–	–	–	–	(5)	–	(5)
Issuance of common stock	–	–	3	–	–	–	–	44	–	–	44
Exercises of stock options	–	–	1	–	–	–	–	3	–	–	3
Stock based compensation expense	–	–	–	–	–	–	–	3	–	–	3
Balance at December 31, 2023	14	284	77	–	142	428	(7)	138	25	4	588
Impact of adoption of ASU 2020-06	–	–	–	–	–	2	–	(2)	–	–	–
Net income	–	–	–	–	–	–	–	–	3	–	3
Accretion of perpetual preferred stock to redemption value	–	40	–	–	–	–	–	(29)	(11)	–	(40)
Dividends on perpetual preferred stock	–	–	–	–	–	–	–	–	(9)	–	(9)
Exercises of stock options	–	–	1	–	–	–	–	3	–	–	3
Stock based compensation expense	–	–	–	–	–	–	–	4	–	–	4
Balance at December 31, 2024	14	324	78	–	142	430	(7)	114	8	4	549
Net income	–	–	–	–	–	–	–	–	40	–	40
Change in fair value of derivative instruments, net of tax	–	–	–	–	–	–	–	–	–	(4)	(4)
Accretion of perpetual preferred stock to redemption value	–	36	–	–	–	–	–	(25)	(11)	–	(36)
Dividends on perpetual preferred stock	–	–	–	–	–	–	–	–	(37)	–	(37)
Acquisition of business and other assets	–	–	1	–	–	–	–	10	–	–	10
Exercises of stock options	–	–	1	–	–	–	–	2	–	–	2
Stock based compensation expense	–	–	–	–	–	–	–	4	–	–	4
Balance at December 31, 2025	14	$ 360	80	$ —	142	$ 430	$ (7)	$ 105	$ —	$ —	$ 528

The accompanying notes are an integral part of these consolidated financial statements.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Years Ended December 31, 2025	2024	2023
OPERATING ACTIVITIES			
Net income	$ 40	$ 3	$ 17
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	365	332	295
Gain on sale of properties and other assets	(1)	(20)	(10)
Loss on debt extinguishment	8	–	30
Amortization of debt issuance costs and original issue discounts	21	20	14
Allowance for credit losses and doubtful accounts	28	24	10
Change in operating lease cost	115	153	151
Stock-based compensation expense	4	4	3
Deferred taxes	12	–	4
Other	(18)	(1)	1
Change in operating assets and liabilities:			
Accounts receivable	(206)	(135)	(84)
Inventories	(50)	(92)	(114)
Prepaid costs and other assets	(146)	(37)	(2)
Accounts payable and manufacturer flooring plans payable	(58)	37	70
Accrued liabilities	266	125	38
Operating lease liabilities	(116)	(131)	(143)
Other liabilities	–	–	(1)
Net cash provided by operating activities	264	282	279
INVESTING ACTIVITIES			
Purchases of rental equipment ($27 and $133 from related parties in 2025 and 2024, respectively)	(1,780)	(1,586)	(1,098)
Proceeds from sale of rental equipment ($55, $202, and $62, respectively, from related parties)	1,160	1,323	647
Purchases of and deposits on property and other fixed assets	(248)	(195)	(186)
Proceeds from sale of property and other fixed assets	2	102	58
Investments in internally developed software	(39)	(38)	(25)
Purchases of investments in equity and debt securities	(46)	(26)	(37)
Proceeds from sale of investments in equity and debt securities	19	10	27
Acquisition of businesses, net of cash acquired	(48)	(6)	–
Net cash outflow from deconsolidation of subsidiary	–	(3)	–
Net cash used in investing activities	(980)	(419)	(614)
FINANCING ACTIVITIES			
Payments on long-term debt and finance leases	(1,679)	(2,195)	(1,338)
Proceeds from long-term debt, net	2,357	2,436	1,595
Payments on deferred financing costs	(3)	(6)	(6)
Payments on financing obligations	(19)	(67)	(24)
Proceeds on financing obligations	1	68	55
Proceeds from issuance of perpetual preferred stock, net	–	–	103
Proceeds from issuance of convertible preferred stock, net	–	–	2
Proceeds from issuance of common stock	–	–	44
Dividends paid on perpetual preferred stock	(37)	(9)	(5)
Exercise of stock options	2	3	2
Lease termination and debt redemption prepayment fees	–	(2)	(20)
Other	(7)	–	–
Net cash provided by financing activities	615	228	408
Net (decrease) increase in cash and cash equivalents	(101)	91	73
Cash and cash equivalents, beginning of period	407	316	243
Cash and cash equivalents, end of period	$ 306	$ 407	$ 316
SUPPLEMENTAL CASH FLOW DISCLOSURES:			
Cash paid for interest	$ 272	$ 230	$ 200
Cash paid for taxes	6	2	1
NON-CASH ACTIVITIES:			
Purchase of rental equipment with long-term debt	$ –	$ 6	$ 17
Purchase of rental equipment remaining in accounts payable	14	4	12
Purchase of property and other fixed assets remaining in accounts payable	5	9	17
Accretion of perpetual preferred stock to redemption value	36	40	30
Equity issued in exchange for acquisition of business and other assets	10	–	–

The accompanying notes are an integral part of these consolidated financial statements.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BUSINESS

EquipmentShare.com Inc and subsidiaries ("EquipmentShare" or the "Company") was organized in 2014 and commenced operations on January 1, 2015. Effective June 30, 2025, EquipmentShare.com Inc changed its jurisdiction of incorporation from the state of Delaware to the state of Texas.

The Company is a vertically integrated platform that combines proprietary technology, a connected equipment fleet, and a nationwide footprint to serve the construction industry. More than a rental company, EquipmentShare delivers jobsite visibility and control through its cloud-based platform ("T3"), which integrates embedded telematics hardware, software applications, and real-time data to support both customers and internal operations. The T3 platform is original equipment manufacturer ("OEM")-agnostic and gives the Company and its rental customers the ability to track mixed fleets, maximize utilization, reduce unplanned downtime, streamline maintenance, and improve jobsite security and operator accountability.

The Company utilizes its proprietary T3 platform in its equipment rental and service operations to manage construction equipment that is owned by the Company, as well as construction equipment that is leased from third party participants in the Company's "OWN Program." Under the OWN Program, participants may purchase from the Company new or used (typically less than four years old) equipment which is fully enabled with T3. Concurrently, the participant and the Company enter into a lease agreement whereby this qualified equipment is placed on the Company's T3 platform, to be rented to third party users. Rental revenue generated from equipment enrolled under the OWN Program is divided and shared between the Company and the owner of the equipment, and for the duration of the arrangement the Company manages the owner's equipment utilizing the T3 platform. At the end of the sharing period under the OWN Program, the Company may assist the owner with remarketing services if the equipment is to be sold in the market as used construction equipment. The Company also offers several add-on services to the owner of the equipment.

In addition to equipment rentals, the Company also offers complementary products and services, such as equipment parts, supplies, services, and select jobsite support offerings. These products and services are integrated with the T3 platform to support broader jobsite needs as part of the Company's equipment rental and services operations. The Company offers new and used equipment for sale to customers. Separately, the Company offers telematics SaaS subscriptions, supported by embedded telematics hardware to customers who use the digital tools to monitor fleet performance, manage maintenance, and oversee jobsite activity through a single platform. The Company develops and enhances these tools and services with input from customers. The Company also retails building materials and hardware supplies to customers.

As of December 31, 2025, the Company had 352 full-service branches, 9 dealership sites, and 24 building materials and hardware retail stores located across 45 states in the U.S. The Company's full-service, technology-enabled model supports multiple customer touchpoints and allows it to operate a high-quality, diversified rental fleet. The Company's branch network also serves as an effective distribution channel for fleet disposition and supports related activities including new and used equipment sales, parts, supplies and services. The Company is an authorized dealer for JLG, Takeuchi, Skyjack, Genie, and other major brands of construction and aerial equipment, and offers equipment rentals, parts, and services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of consolidation: The accompanying consolidated financial statements reflect the Company's accounts and subsidiaries in which the Company has a controlling financial interest. In the event that the Company is a primary beneficiary of a variable interest entity, the assets, liabilities and results of operations of the variable interest entity are included in the Company's consolidated financial statements. Assets and liabilities of the Company's foreign subsidiary are translated from its functional currency into U.S. dollars using exchange rates at the balance sheet date. Revenues and expenses are translated at the exchange rate effective at the time of the transaction. Foreign currency translation gains and losses are included as a component of accumulated other comprehensive income ("AOCI"). All intercompany transactions have been eliminated upon consolidation.

Use of estimates: Management used estimates and assumptions in preparing these financial statements in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. As future events and their effects cannot be determined with precision, actual results could differ from the estimates that were used.

Cash and cash equivalents: Cash and cash equivalents consist of interest bearing and non-interest bearing demand deposit accounts and instruments with an original maturity of less than ninety days that are held with financial institutions which are carried at cost. There was no restricted cash at December 31, 2025 and 2024.

Concentrations: Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash deposits. The Company maintains cash on deposit at financial institutions in excess of federally insured limits. The Company seeks to mitigate such risks by using multiple counterparties and monitoring the risk profiles of these counterparties. The Company has not experienced any losses in such accounts and believes it is not exposed to significant credit risk.

The Company has borrowings under an asset-based lending facility with one financial institution. Management does not believe this concentration presents significant counterparty risk because the Company would be able to obtain similar credit facilities with other financial institutions.

Sales of equipment, parts, supplies and services to two third-party OWN Program participants comprised 20% of the Company's total revenue for the year ended December 31, 2025. Sales of equipment, parts, supplies and services to separate third-party OWN Program participants comprised 21% and 16% of the Company's total revenue in each of the years ended December 31, 2024 and 2023, respectively. These revenues were reported in the Company's equipment rental operations and equipment sales segments (see Note 24).

Accounts receivable: Pursuant to the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 842, *Leases*, ("Topic 842") and Accounting Standards Update ("ASU") 2016-03, *Financial Instruments—Credit Losses* ("Topic 326") for rental and non-rental receivables, respectively, the Company maintains an allowance for doubtful accounts that reflects the management's estimate of expected credit losses, in accordance with Topic 326 with respect to non-lease receivables, and an allowance for doubtful accounts as a general loss reserve, pursuant to ASC Topic 450, *Contingencies* ("Topic 450") with respect to lease receivables, which are not subject to the collectibility constraint. Management considers historical losses adjusted to take into account current market conditions and its customers' financial condition, the receivables in dispute, the current receivables aging and current payment patterns, and existing industry and national economic trends when establishing and adjusting its allowance for doubtful accounts. Topic 326 does not apply to receivables arising from operating leases and, as disclosed in Note 18, the majority of the Company's equipment rental revenue is accounted for as lease revenue under Topic 842. The Company reviews its allowance for doubtful accounts on a monthly basis. If it is determined that all efforts to collect on a balance have been exhausted and it is concluded that the potential for recovering the account balance is remote, then the Company will write-off the account balance.

Inventories: Inventories consist of equipment spare parts, equipment assets that have been financed or paid for in cash that are held solely with the intent to be sold, equipment attachments, building materials, supplies, tools and telematics devices and related components. Title to new equipment held for sale at dealership locations transfers to the Company at shipping point from the manufacturer. Cost is determined, depending on the type of inventory, using either a specific identification or average cost method. At December 31, 2025 and 2024, approximately 33% and 45%, respectively, of inventory cost was determined by a specific identification method, and 67% and 55%, respectively, of inventory cost was determined by average cost.

Rental equipment, net: Rental equipment is comprised of various classes of construction equipment, delivery vehicles, trailers, and installed telematics tracker devices, all of which are stated at cost, net of related discounts. The Company takes title and ownership of equipment for its rental fleet upon financing or remitting payment for the equipment. Equipment under manufacturer purchase agreements that have not been paid for in cash or financed are not the Company's assets and, therefore, are not included in rental equipment on the accompanying consolidated balance sheets because the OEM can retrieve those assets at any time. Rental equipment must go through an extensive delivered, received, and accepted process upon receipt at the Company location. Costs incurred to prepare equipment for its intended use and costs incurred to transport the asset from one location to another prior to its first rental are added to the cost of the equipment. Rental equipment is purchased with the intention to rent the equipment as a long-term productive asset. Upon the equipment's first rental, the equipment is considered to be placed in service and the Company begins to depreciate the asset over its estimated useful life to its estimated residual value.

Generally, when rental equipment is placed into service, the Company estimates the period that it may hold the asset in its rental fleet for the purpose of generating rental revenues, ranging from 5 to 10 years until its sale or disposal to another party. The Company also estimates the residual value of the applicable rental equipment at the expected time of sale or disposal, ranging from zero to 35 percent of the asset's original equipment cost. The residual value for rental equipment is affected by factors which include equipment age and amount of usage. Depreciation expense is calculated using the straight-line method and is recorded over the estimated holding period. Depreciation rates are reviewed at least annually based on management's ongoing assessment of present and estimated future market conditions, their effect on residual values at the time of disposal and the estimated holding periods. Market conditions for used equipment sales can also be affected by external factors such as the economy, natural disasters, fuel prices, supply of similar used equipment, the market price for similar new equipment and incentives offered by manufacturers of new equipment. These key factors are considered when estimating future residual value and assessing depreciation rates. As a result of this ongoing assessment, the Company makes periodic adjustments, applied prospectively, to depreciation rates of rental equipment in response to changed market conditions and other factors.

Property and other fixed assets, net: Property includes land, buildings and improvements, and leasehold improvements which are stated at cost. Buildings and improvements begin to be depreciated when placed in service over their estimated useful lives. Leasehold improvements are depreciated over the useful life of the improvement or the lease term, whichever is shorter. Land and construction in progress assets are not being depreciated. When construction in progress is completed, these assets are placed into service and begin to be depreciated. Other capitalized assets include furniture, fixtures, office equipment, and electronics. These assets are stated at cost and begin to be depreciated when placed in service over their estimated useful lives.

Depreciation expense is calculated using the straight-line method over the assets' estimated useful lives, ranging from three to forty years.

Capitalized software: The Company is developing internal use telematics software and related products that it utilizes in the management of the rental fleet. Software development costs related to preliminary project activities and post-implementation and maintenance activities are expensed as incurred. Direct costs related to application development activities that are probable to result in additional functionality are capitalized. Upon completion of enhancements and updates, the total capitalized cost which includes payroll and related costs for employees directly associated with the project will begin to be amortized over an estimated useful life of five years.

Business Combinations: In recent years, the Company has completed multiple acquisitions, including a business that designs, manufactures, and sells custom electronic components, including telematics tracker devices and cloud-based access control keypads, as well as building materials and hardware retail stores, industrial supplies businesses, and certain dealership sites. The Company may continue to make acquisitions in the future. Inventories, primarily finished goods, and other working capital, long-lived assets, goodwill and other intangible assets generally represent the largest components of these acquisitions. The assets acquired, including working capital, and liabilities assumed are recorded based on their respective estimated fair values at the date of acquisition. The fair value of inventories acquired in a business combination are measured at estimated selling price less costs of disposal and a reasonable profit margin for the selling effort. Equipment and other long-lived assets acquired are valued utilizing either a cost or market approach, or a combination of these methods, depending on the asset being valued and the availability of market data. The intangible assets other than goodwill that the Company has acquired are developed technology, trade names and associated trademarks, customer relationships, non-compete agreements, and dealership rights. The estimated fair values of these intangible assets reflect various assumptions about discount rates, revenue growth rates, operating margins, terminal values, useful lives and other prospective financial information. Developed technology, trade names and associated trademarks, customer relationships, non-compete agreements, and dealership rights are valued based on an excess earnings or income approach utilizing projected cash flows and may be amortized over their respective useful lives if they are determined to be finite-lived intangible assets. Determining the fair value of the assets and liabilities acquired is judgmental in nature and can involve the use of significant estimates and assumptions. The Company may also acquire other assets and assume liabilities, or working capital, in connection with the business combination. These other assets and liabilities typically include, but are not limited to accounts receivable, accounts payable and other working capital items. Because of their short-term nature, the fair values of these other assets and liabilities generally approximate their book values at the acquisition date.

Goodwill is calculated as the excess of the cost of the acquired business over the net of the fair value of the assets acquired and the liabilities assumed.

Finite-lived intangible and long-lived assets: Intangible assets with finite lives are amortized over the estimated economic lives of the assets, which range from two to twenty years. These assets are primarily amortized using the straight-line method.

Long-lived assets, including intangible assets with finite lives, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such asset group may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of an impairment loss for long-lived assets that management expects to hold and use is based on the estimated fair value of the asset.

Investments: In accordance with FASB ASC Topic 321, Investments – Equity Securities ("Topic 321"), investments in equity securities in which the Company does not have significant influence nor control of an investee are accounted for as financial assets and carried at fair value, except for equity securities that do not have readily determinable fair values which are carried at cost under the measurement alternative discussed below. Topic 321 also states that if an entity identifies observable price changes in orderly transactions for the identical or a similar investment of the same issuer, it should measure the equity security at fair value as of the date that the observable transaction occurred (hereinafter referred to as the measurement alternative). In addition, Topic 321 provides that an entity should consider observable transactions that require it to either apply or discontinue the equity method of accounting for the purposes of applying the measurement alternative in accordance with Topic 321 immediately before applying or upon discontinuing the equity method.

Equity securities carried at fair value are included in other current assets on the consolidated balance sheets. Equity securities carried at cost under the measurement alternative are included in investments in non-consolidated affiliates on the consolidated balance sheets. Unrealized gains and losses from equity securities are included in other income, net in the consolidated statements of net income.

In accordance with FASB ASC Topic 323, Investments – Equity Method and Joint Ventures ("Topic 323") the Company uses the equity method of accounting for investments in equity securities in which it obtains significant influence, but not control, of an investee. Equity method investments are recorded initially at cost, and subsequently adjusted to recognize the Company's share of the earnings, losses and/or changes of the investee value after the date of acquisition.

The Company performs a qualitative impairment assessment of its investments if the investee has recognized a series of operating losses or has recognized an impairment loss in its financial statements to determine whether there is an other-than-temporary impairment. No impairment was identified in any of the three years in the period ended December 31, 2025.

The Company has investments in debt securities, which are classified as available-for-sale. These investments are recorded at fair value and included in other current assets on the consolidated balance sheets. Unrealized gains and losses on available-for-sale debt securities are included in other comprehensive income, net of tax, in the consolidated statements of comprehensive income.

Derivative instruments: During the normal course of operations, the Company is exposed to market risks including the effects of changes in interest rates. The Company managed this risk through the use of derivative instruments which it designated as cash flow hedges. The Company does not use derivative instruments for trading or other speculative purposes. The Company accounted for all derivatives in accordance with U.S. generally accepted accounting principles, which requires that such instruments be measured at fair value and recorded on the consolidated balance sheet as either an asset or a liability. Changes in the fair value of derivative instruments designated as cash flow hedges are recorded in AOCI and reclassified into earnings when the hedged transaction affects earnings. During November 2025, in connection with a refinancing of its asset based lending facility, the Company terminated its derivative instruments.

For purposes of balance sheet presentation, the Company elected to net the fair value of derivative instrument assets and liabilities entered into with the same counterparty and for whom it has the right of offset in the event of default.

Advertising expense: The Company expenses advertising costs during the period in which they are incurred. Advertising expenses are included in selling, general and administrative expenses in the accompanying consolidated statements of net income and totaled $8 million, $6 million, and $7 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Employee savings plan: The Company offers eligible employees participation in a 401(k) plan in which the Company matches employee contributions up to a specified amount. For the years ended December 31, 2025, 2024 and 2023, the Company contributed $7 million, $5 million, and $4 million, respectively, to the 401(k) plan.

Lease arrangements with OWN Program participants: The Company leases equipment owned by participants in the OWN Program. The Company accounts for these arrangements as a lease under Topic 842 whereby the Company is the lessee.

Utilizing the T3 platform, the Company offers the equipment to its customers for rent and a portion of the rental revenue generated for each individual piece of equipment is shared with the participant in the OWN Program as a variable lease payment. Such variable lease payments are not included in the classification or measurement of these lease arrangements. The portion of the rental revenues that are paid or payable to participants in the OWN Program as lease payments are based on separately negotiated terms that are commensurate and customary for the right to use the equipment, subject to a maximum lease payment in certain OWN Program agreements. The variable lease expense incurred is recognized and presented as OWN Program payouts within the cost of revenues in the consolidated statements of net income. There are no fixed lease payments paid or payable related to these lease agreements.

Equipment leased from participants in the OWN Program generally have terms ranging from five to seven years, and certain arrangements provide, upon mutual agreement of the participant and the Company, the ability to renew or extend the lease term. At the lease commencement date, the Company does not consider the renewals to be reasonably certain of being exercised.

Lease arrangements with other parties: The Company leases properties, vehicles, certain equipment used in its operations from parties not participating in the OWN Program, and aircraft under various operating and finance leases. The Company accounts for leases under Topic 842, which applies to an arrangement that conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The Company determines if an arrangement is, or contains, a lease at the lease inception date by evaluating whether the arrangement conveys the right to control the use of an identified asset and whether the Company obtains substantially all of the economic benefits from and has the ability to direct the use of the identified asset. Leases with an initial term of twelve months or less are not recorded on the consolidated balance sheets.

In lease arrangements whereby the Company is a lessee, the Company recognizes a lease liability and a right of use (“ROU”) asset representing its right to use the underlying asset over the lease term. The initial measurement of the lease liability is calculated on the basis of the present value of the remaining minimum lease payments and the ROU asset is measured on the basis of this liability, adjusted by prepaid and accrued rent, tenant improvement allowances, lease incentives, and initial direct costs. The subsequent measurement of a lease is dependent on whether the lease is classified as an operating lease or a finance lease.

The Company classifies all lease arrangements as an operating lease or a finance lease at the lease commencement date based on the terms of the arrangements. The Company’s lease classification evaluation, including for rental equipment leased from participants in the OWN Program, considers, among other things, determining whether or not the term of the lease arrangement represents a major part of the remaining economic life of the underlying asset based on the period the underlying asset is expected to be usable by one or more users. The determination of the economic life of the asset, including for rental equipment leased from participants in the OWN Program, is subjective. The Company determines the economic life of the asset using a market approach which utilizes external and internal data of similar assets in the marketplace.

When the Company is the lessee, the operating lease cost is recognized on a straight-line basis over the lease term, with the cost presented as a component of cost of revenues or selling, general and administrative expenses in the consolidated statements of net income. Finance lease cost is comprised of a separate interest component and amortization component and is presented as a component of depreciation and amortization and interest expense, net, in the consolidated statements of net income.

When the Company is the lessee, certain lease arrangements may require other payments such as costs related to service components, real estate and property taxes, common area maintenance, aircraft operating costs and insurance. These costs are generally variable in nature and are based on the actual costs incurred and required by the lease. All variable costs associated with the lease are expensed in the period incurred and presented and disclosed as variable lease costs included in selling, general and administrative expenses in the consolidated statements of net income.

The Company has certain equipment lease agreements that contain residual value guarantees. For equipment used under arrangements classified as operating leases, it is assumed at the lease commencement date that the equipment will be returned to the lessor at the end of the lease term in the condition required and, therefore, any residual value guarantees are excluded from the lease liability recorded. For equipment obtained under arrangements classified as financing leases, the Company assumes it will exercise end of lease term purchase options and, therefore, the cost of any residual value guarantees or purchase options are included as minimum lease payments for purposes of determining the lease liability at the commencement date. The Company’s finance and operating lease agreements do not contain any material restrictive financial covenants.

Topic 842 requires that a lessee use the rate implicit in the lease when measuring the lease liability and ROU asset, unless that rate is not readily determinable. In that case, the Company is permitted to use its incremental borrowing rate (“IBR”), which is defined as the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. The IBR is calculated by utilizing the daily treasury yield curve rates, as published by the U.S. Department of the Treasury, adjusted by a risk-based spread. The Company updates the rate quarterly and utilizes the treasury rate yields as of the first business day of each quarter for all new leases entered into during that quarter.

As the lessee, the Company’s finance and operating leases have remaining terms ranging from one to fifteen years, with some of those leases including options that grant the Company the ability to renew or extend the lease term. When determining the operating lease term, the Company does not include renewal options unless the renewals are deemed to be reasonably certain of being exercised at the operating lease commencement date.

Sale leaseback arrangements: The Company assesses sale leaseback arrangements to determine whether a sale has occurred under ASU 2014-09: *Revenue from Contracts with Customers* (“Topic 606”) and whether the classification of the lease precludes sale accounting under Topic 842. These assessments involve a determination of whether control of the underlying asset has been transferred to the buyer. If control of the underlying asset has been transferred to the buyer, the arrangements are accounted for as a sale and leaseback transaction. If control of the underlying asset has not been transferred to the buyer, the arrangements are accounted for as a financing obligation.

For each sale leaseback arrangement entered into with a third party, the measurements associated with the gain or loss recognized on the sale and the lease-related right-of-use assets and liabilities have been adjusted for any off-market terms. These off-market adjustments are based on the difference between the sales price of the property or rental equipment and its fair value. When the sales price is greater than the underlying property or rental equipment's fair value, the Company recognizes the difference as a reduction to the sales price and as a financing obligation that is separate from the operating lease liability. The determination of the fair value of the assets related to sale leaseback arrangements is subjective and requires estimates, including the use of multiple valuation techniques. The

Company measures the fair value of the assets on the basis of one or more of (1) the market approach, (2) the income approach, or (3) the cost approach.

Build-to-suit lease arrangements: The Company evaluates build-to-suit lease arrangements, where the Company is engaged by the owner to perform construction and development services prior to lease commencement, to determine whether or not the Company controls the underlying asset during the construction period. If the Company controls the underlying asset during the construction period, the transaction is assessed as a sale leaseback arrangement.

At December 31, 2025, the Company was a party to certain property lease agreements under which lease commencement had not yet occurred. The lease commencement date will be determined, and the lease obligation recognized, once the underlying property and construction is completed and available for its intended use as a full-service branch location, which is expected to occur in the next twenty-four months. For each build-to-suit arrangement, it was determined that the Company did not control the underlying constructed asset prior to the commencement date of the lease.

Revenue recognition: The Company is in the business of renting equipment that is owned by the Company or rented from vendors, contractors, and other third parties and then re-rented to third party customers as part of their normal business activities. Such arrangements are accounted for as operating leases with the Company as a lessor and governed by the standard rental contract.

As a lessor of rental equipment to customers, the Company recognizes revenue from equipment rentals in the period earned on a straight-line basis over the expected contract term, regardless of timing of billing to customers. A rental contract term can be daily, weekly, or monthly (28 days), and is billed when the maximum monthly rental charge is achieved, or at the completion of the rental contract, whichever is sooner. Because the term of the contract can extend across financial reporting periods, unbilled rental revenue of $45 million, $28 million, and $32 million was included in equipment rental and related services in the accompanying consolidated statements of net income for the years ended December 31, 2025, 2024 and 2023, respectively. As a lessor of rental equipment, the Company recognizes as incremental revenue the excess, if any, between the amount the customer is contractually required to pay which is based on the rental contract period and the cumulative amount of revenue recognized to date under that contract.

For leasing revenue associated with its lease of construction equipment to its customers, the Company, as a lessor, accounts for the lease component separately from the non-lease components using an allocation of the rental transaction consideration between the lease component and the non-lease components based on relative stand-alone selling prices. In developing relative stand-alone selling prices, the Company considers observable stand-alone selling prices associated with leasing activities and all of the performance obligations relating to non-lease sales and services associated with a lease of construction equipment to its customers.

The Company evaluates its rights to control of the rental equipment in determining whether the Company acts as the principal or agent in a rental arrangement whereby the Company is the lessor of the rental equipment to its customers. When the Company owns the equipment, the Company will act as the principal resulting in the rental revenue generated being recognized on a gross basis in equipment rental and related services revenue. When the Company accepts another owner’s equipment into the OWN Program (see Note 18), the Company will evaluate whether it has control of the equipment that it re-rents to third party customers. When the Company has control of the equipment, the participant in the OWN Program does not have the ability to redeploy or retrieve the equipment while under rent. In this instance, the Company will act as the principal resulting in the rental revenue generated from the customer being presented on a gross basis in equipment rental and related services revenue and the rental payments owed to the equipment owner being presented as OWN Program payouts in cost of revenues. When the Company does not have control of the equipment, the equipment owner, at their discretion, has the ability to redeploy, replace, or retrieve, the equipment under rent, and can arrange for substitute equipment to be delivered and rented to the Company's customer. In this instance, the Company will act as the agent resulting in the rental revenue generated from the customer and the rental payments owed to the equipment owner being presented on a net basis in equipment rental and related services revenue. The Company no longer enters into new lease arrangements with terms that provide the owner of the equipment with rights to control the equipment during the lease term.

The Company is in the business of selling new and used equipment, parts and supplies, building materials and hardware supplies, and offers a full suite of services and proprietary digital tools that customers use to manage their equipment and jobsites more efficiently. Under Topic 606, the Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer. The amount of revenue recognized reflects the consideration the Company expects to be entitled to in exchange for such products or services. The contracts generally do not include variable consideration or multiple performance obligations. Customers are billed after delivery has occurred, and payment terms vary depending on customer profile and location, type of service and product line. Given the Company’s contracts are typically less than a year in duration, there are no significant financing components. The profit on new and used equipment sales is included within operating activities on the consolidated statements of cash flows because this portion of the sales proceeds represent the retail process associated with such sales to customers and OWN Program participants.

See Note 18 for additional details relating to the Company’s recognition of revenue.

Insurance: The Company is self-insured through a wholly owned Missouri captive insurance subsidiary for workers’ compensation, automobile, property, and general liability claims below certain deductibles and stop loss limits. The Company estimates the required liability utilizing actuarial methods based upon various assumptions, which include, but are not limited to, the Company’s historical loss experience, projected loss development factors, actual payroll, and other data. The required liability is also subject to adjustment in the future based upon the changes in claims experience, including changes in the number of incidents (frequency) and changes in the ultimate cost per incident. The Company had an accrued liability of $39 million and $26 million for outstanding claims as of December 31, 2025 and 2024, respectively, included in accrued liabilities on the accompanying consolidated balance sheets.

The Company is also self-insured for employee medical benefits below certain deductibles and certain stop-loss limits. The Company expensed $48 million, $32 million, and $25 million during the years ended December 31, 2025, 2024 and 2023 respectively, for costs relating to the employee medical benefit plan. The Company had $4 million and $3 million in accrued liabilities on the consolidated balance sheets for employee medical claims incurred but not reported as of December 31, 2025 and 2024, respectively.

Sales Tax: The Company collects significant amounts of sales taxes concurrent with its revenue-producing transactions with customers and remits those taxes to the various governmental agencies as prescribed by the taxing jurisdictions in which it operates. Such taxes are presented on a net basis in the consolidated statements of net income.

Manufacturer reimbursements: The Company receives reimbursements from equipment manufacturers for certain costs incurred to sell, or rent, the OEMs equipment to a customer. When there is an arrangement in place with the manufacturer that specifies and identifies costs incurred to sell or market the OEM equipment, the reimbursement is recorded as a contra expense within cost of revenues or selling, general and administrative expenses in the consolidated statements of net income. Consideration received from a manufacturer in excess of the specific, identifiable costs to sell or lease the OEM equipment, as well as reimbursements received where there is no arrangement in place with the manufacturer, are recorded as a reduction to the cost of the equipment asset or ROU lease asset. Reimbursements due are included in accounts receivable and reimbursements received in advance of the marketing effort are included in accrued liabilities on the consolidated balance sheets.

For the years ended December 31, 2025, 2024 and 2023, the Company recognized $126 million, $79 million and $60 million, respectively, as a contra expense for reimbursements from equipment manufacturers for specific, identifiable costs incurred to sell or market OEM equipment and $0.3 million was recognized as a reduction to the cost of the equipment asset or ROU lease asset for the year ended December 31, 2025.

Income taxes: The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, the Company determined deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income or expense in the period that includes the enactment date. The Company recognizes deferred tax assets to the extent that these assets are more-likely-than-not to be realized. In making such a determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If the Company determines that it will not be able to realize the deferred tax assets in the future, an adjustment to the deferred tax asset valuation allowance will be recorded. The Company records uncertain tax positions in accordance with FASB ASC Topic 740, *Income Taxes* (“Topic 740”) on the basis of a two-step process in which (1) the Company determines whether it is more-likely-than-not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. Any interest or penalties incurred related to income tax filings are reported within interest expense, net, in the consolidated statements of net income.

Fair Value Measurements: Fair value measurements are categorized in one of the following three levels based on the lowest level input that is significant to the fair value measurement in its entirety:

- Level 1 – Inputs to the valuation methodology are unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2 – Observable inputs, other than quoted market prices, in active markets for identical assets or liabilities.

  (a) Quoted prices for similar assets or liabilities in inactive markets;

  (b) Quoted prices for identical or similar assets or liabilities in inactive markets;

  (c) Inputs other than quoted prices that are observable for the asset or liability;

  (d) Inputs that are derived principally from, or corroborated by, observable market data by correlation or other means.

  If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3 – Inputs to the valuation methodology are unobservable (i.e., supported by little or no market activity) and significant to the fair value measure.

Additional disclosures about fair value measurements are presented in Note 21.

Recently Adopted Accounting Pronouncements

Improvements to Income Tax Disclosure: In December 2023, the FASB issued ASU 2023-09, which requires entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated between domestic and foreign) and (3) income tax expense or benefit from continuing operations (separated by federal, state and foreign). ASU 2023-09 also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The Company adopted this guidance on January 1, 2025, and was applied on a prospective basis to all periods presented. The adoption of this guidance resulted in expanded disclosures and are included in Note 19 - Income Taxes.

Accounting for Convertible Instruments: In August 2020, the FASB issued ASU 2020-06, which simplifies the accounting for convertible instruments primarily by eliminating the cash conversion and beneficial conversion models in previous guidance. The Company adopted this guidance on January 1, 2024, using the modified retrospective approach. The adoption of ASU 2020-06 resulted in the elimination of the beneficial conversion feature of $2 million related to the Company’s Series A-2 convertible preferred stock, increasing convertible preferred stock by $2 million with a corresponding decrease to additional paid-in capital.

Accounting Pronouncements Not Yet Adopted:

Disaggregation of Income Statement Expenses: In November 2024, the FASB issued ASU 2024-03, which is intended to improve the disclosures about a public entity's expenses and address requests from investors for more detailed information about the types of expenses in commonly presented expense captions. The guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. ASU 2024-03 should be applied on a prospective basis, but retrospective application is permitted. The Company is currently evaluating the potential impact of adopting this new guidance on its consolidated financial statements and related disclosures.

Measurement of Credit Losses for Accounts Receivable and Contract Assets: In July 2025, the FASB issued ASU 2025-05, which provides optional guidance relating to the estimation of expected credit losses on current accounts receivable and current contract assets. This guidance permits entities to apply a practical expedient when estimating credit losses that assumes that current conditions as of the balance sheet date do not change for the remaining life of the asset. ASU 2025-05 is effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods, with early adoption permitted, and should be applied prospectively. The Company is currently assessing the impact this guidance will have on our financial statements.

Improvements to the Accounting for Internal-Use Software: In September 2025, the FASB issued ASU 2025-06, which amends the guidance in ASC 350-40, Intangibles - Goodwill and Other - Internal-Use Software. The amendments modernize the recognition and disclosure framework for internal-use software costs, removing the previous “development stage” model and introducing a more judgment-based approach. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the potential impact of ASU 2025-06 on its consolidated financial statements and related disclosures.

Interim Reporting - Narrow Scope Improvements: In December 2025, the FASB issued ASU 2025-11, which clarifies interim disclosure requirements and the applicability of ASC 270, Interim Reporting. The objective of the amendment is to provide further clarity about the current interim disclosure requirements. ASU 2025-11 is effective for interim reporting periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the potential impact of ASU 2025-11 on its consolidated financial statements and related disclosures.

Codification Improvements: In December 2025, the FASB issued ASU 2025-12, which updates U.S. GAAP for a broad range of topics arising from technical corrections, unintended application of the codification, clarifications, and other minor improvements. The guidance is effective for fiscal years beginning after December 15, 2026, and interim reporting periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the potential impact, if any, on the consolidated financial statements.

3. ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, consist of the following (In millions):

	December 31, 2025	December 31, 2024
Equipment rental and related services	$ 494	$ 387
Equipment sales	21	55
Equipment parts, supplies and services	128	70
Billed or uninvoiced OEM reimbursement receivables	97	62
Other	76	32
Total accounts receivable	816	606
Allowance for credit losses and doubtful accounts	(68)	(43)
Accounts receivable, net	$ 748	$ 563

4. INVENTORY

Inventories consist of the following (In millions):

	December 31, 2025	December 31, 2024
Equipment inventory	$ 131	$ 148
Equipment parts	189	130
Telematics hardware	48	36
Building materials, supplies, small tools, and other	33	17
Total inventories	$ 401	$ 331

5. RENTAL EQUIPMENT, NET

Rental equipment, net, consist of the following (In millions):

	December 31, 2025	December 31, 2024
Rental equipment	$ 3,596	$ 2,930
Installed telematics tracker devices	81	67
Total rental equipment	3,677	2,997
Less: accumulated depreciation	(843)	(662)
Rental equipment, net	$ 2,834	$ 2,335

The Company recognized depreciation expense of $300 million, $293 million, and $280 million for the years ended December 31, 2025, 2024, and 2023, respectively, included within depreciation and amortization as a component of cost of revenues on the consolidated statements of net income.

6. PROPERTY AND OTHER FIXED ASSETS, NET

Property and other fixed assets, net, consist of the following (In millions):

	December 31, 2025	December 31, 2024
Furniture, fixtures, office equipment and other	$ 167	$ 125
Leasehold improvements	161	96
Buildings and improvements	186	86
Construction in progress	61	57
Land	44	48
Total property and other fixed assets	619	412
Less: accumulated depreciation	(115)	(73)
Total property and other fixed assets, net	$ 504	$ 339

The Company recognized depreciation expense of $42 million, $27 million, and $9 million for the years ended December 31, 2025, 2024, and 2023, respectively, included in selling, general and administrative expenses on the consolidated statements of net income.

7. CAPITALIZED SOFTWARE, NET

Capitalized software, net, consists of the following (In millions):

	December 31, 2025	December 31, 2024
Capitalized software	$ 153	$ 113
Less: accumulated amortization	(43)	(21)
Total capitalized software, net	$ 110	$ 92

The Company recognized amortization expense of $22 million, $12 million, and $6 million for the years ended December 31, 2025, 2024, and 2023, respectively, included within depreciation and amortization as a component of cost of revenues on the consolidated statements of net income.

8. INVESTMENTS

The changes in the Company's investments accounted for using the equity method under Topic 323 and for financial assets carried at cost under Topic 321 are as follows (In millions):

	Equity method investees (Topic 323)	Other investments (Topic 321)	Total
Balance, January 1, 2023	$ 30	$ 18	$ 48
Investments	–	1	1
Share of investee net losses	(5)	–	(5)
Balance, December 31, 2023	$ 25	$ 19	$ 44
Investments	8	—	8
Share of investee net income	2	—	2
Balance, December 31, 2024	35	19	54
Investments	10	3	13
Share of investee net losses	—	—	—
Remeasurement of investments	8	8	16
Change in ownership	(22)	(1)	(23)
Other	(1)	—	(1)
Balance, December 31, 2025	$ 30	$ 29	$ 59

Prior to 2022, the Company acquired a 49.9% noncontrolling ownership interest in The Morey Corporation ("Morey"), a business that designs, manufactures, and sells custom electronic components, including telematics tracker devices and cloud-based access control keypads. The ownership interest provided the Company with significant influence, but not control, of this investee. On September 19, 2025, the Company entered into a stock purchase agreement to acquire 50.1% of the common stock of Morey, increasing the Company's ownership interest from 49.9% to 100% (see Note 22). Pursuant to the accounting guidance under ASC Topic 805, Business Combinations ("Topic 805") in connection with a business combination achieved in stages, the Company used a provisional estimate of Morey's equity value to remeasure its previously held 49.9% noncontrolling ownership interest in Morey from $14 million to its acquisition-date estimated fair value of $22 million, resulting in a gain of approximately $8 million that is included in other income, net on the consolidated statement of net income for year ended December 31, 2025. The transaction resulted in Morey becoming a wholly-owned subsidiary of the Company and derecognizing the existing equity method investment of $22 million due to the change of ownership.

In connection with the acquisition of Morey, the Company acquired a 50% ownership interest in 10G LLC ("10G"), a joint venture that designs, develops, engineers, tests and distributes electronic components and warehouses and sells electronic systems and products, focusing on legacy products. Morey formed the joint venture prior to 2022. The 50% ownership interest provides the Company with significant influence, but not control, of 10G. The carrying amount of the investment at the time of the acquisition was accounted for under the equity method, valued at $9 million and remeasured to its acquisition-date estimated fair value of $10 million.

During the year ended December 31, 2025, the Company identified an observable price change related to an investment in an equity security that was carried at cost of $0.2 million under the measurement alternative under Topic 321, resulting in the remeasurement of the equity security to an estimated fair value of $8 million, resulting in a gain of approximately $8 million that is included in other income, net on the consolidated statement of net income for year ended December 31, 2025. The remeasured fair value was estimated based on the investee's sale of the same equity instrument to a new investor for cash consideration.

On December 31, 2024, the Company entered into an agreement with Powers Group, Inc. ("Powers"), a third-party insurance agency that provides customers with a range of personal and business insurance policies and related services, whereby the Company exchanged its 70.01% controlling ownership in a less than wholly owned and consolidated subsidiary that exclusively handles construction insurance products for a 26.95% noncontrolling ownership interest in Powers. The 26.95% ownership interest, valued at $7 million, provides the Company with significant influence, but not control, of Powers. The Company recorded a non-cash investment in an equity method investee of $8 million and deconsolidated $1 million of net assets representing its 70.01% controlling ownership interest in a subsidiary, resulting in a gain of approximately $6 million that is included in other income, net on the consolidated statement of net income for the year ended December 31, 2024.

The Company's other investment activities were not material during the years ended December 31, 2025, 2024, and 2023.

9. INTANGIBLE ASSETS, NET

Finite-lived intangible assets, net consisted of the follow major classes (In millions):

		December 31, 2025		
	Weighted Average Useful Lives	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Acquired developed technology	9	$ 13	$ 1	$ 12
Trade names and associated trademarks	5	5	—	5
Customer relationships	20	7	—	7
Dealership rights	18	3	1	2
Other	5	5	—	5
Total		$ 33	$ 2	$ 31

		December 31, 2024		
	Weighted Average Useful Lives	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Dealership rights	18	$ 3	$ —	$ 3
Total		$ 3	$ —	$ 3

Amortization of intangible assets was $1 million, $0.3 million and $0.3 million for the years ended December 31, 2025, 2024, and 2023, respectively, included in selling, general and administrative expenses on the consolidated statements of net income. As of December 31, 2025, the Company expects amortization expense to be approximately $4 million in 2026, $4 million in 2027, $4 million in 2028, $4 million in 2029, $3 million in 2030, and $12 million thereafter.

10. DERIVATIVE INSTRUMENTS

The Company previously entered into interest rate swaps, effectively converting the interest on a notional amount of $375 million of the Company's floating-rate borrowing to a fixed rate. The purpose of the interest rate swaps is to reduce the impact of future interest-rate changes on interest expense. The Company designated the interest rate swaps as a cash flow hedge. On November 26, 2025, the Company completed a refinancing of borrowings under its revolving credit facilities, and in connection with such refinancing, the Company also terminated the interest rate swaps.

For the years ended December 31, 2025, 2024, and 2023, approximately $4 million, $8 million, and $7 million, respectively, of gains realized on the interest rate swaps were reclassified from accumulated other comprehensive income and included in interest expense, net, in the consolidated statements of net income.

11. ACCRUED LIABILITIES

Accrued liabilities consist of the following (In millions):

	December 31, 2025	December 31, 2024
Accrued equipment purchases	$ 281	$ 101
Accrued expenses	65	31
Accrued salaries and benefits	57	37
Payable to OWN Program participants	53	46
Insurance claims, including incurred but not reported	43	29
Accrued interest	33	33
Deferred revenue	30	20
Manufacturer liability	12	5
Real and personal property tax payable	13	8
Sales and income tax payable	12	15
Other	10	19
Total accrued liabilities	$ 609	$ 344

12. MANUFACTURER FLOORING PLANS PAYABLE

Manufacturer flooring plans payable are financing arrangements with OEMs under standard terms and conditions for the purchase of equipment inventory and rental equipment. The Company makes payments to the OEM in accordance with the original terms of the financing agreements. However, the Company may sell equipment that is financed under manufacturer flooring plans prior to the original due date of the financing agreement. The related manufacturer flooring plan payable is then paid at the time the equipment being financed is sold. The manufacturer flooring plans payable are secured by the equipment being financed. Changes in manufacturer flooring plans payable are reported as operating cash flows in the accompanying consolidated statements of cash flows.

The interest cost incurred on the manufacturer flooring plans ranges from 0% to variable rates commonly referenced in the market, plus an applicable margin. Certain manufacturer flooring plans provide for a one to twelve month reduced interest rate term or a deferred payment period. For the years ended December 31, 2025, 2024 and 2023, interest expense related to these arrangements were $3 million, $3 million and $1 million, respectively, and included in interest expense, net, in the consolidated statements of net income. At December 31, 2025, the manufacturer flooring plans payable have due dates during 2026 based on original financing terms.

Table of Contents

13. LONG-TERM DEBT AND LINES OF CREDIT

The Company had the following outstanding amounts of long-term debt (In millions):

	December 31, 2025	December 31, 2024
Long-term debt and lines of credit:		
Asset based revolving credit facility, bearing interest at a rate of 4.86%, secured by equipment and other current assets	$ 1,196	$ 465
Senior Secured Second Lien Notes bearing interest at a rate of 9.00%	1,034	1,034
Senior Secured Second Lien Notes bearing interest at a rate of 8.625%	600	600
Senior Secured Second Lien Notes bearing interest at a rate of 8.00%	500	500
Notes payable to various institutions, bearing interest at rates ranging from 3.75% to 5.10%, maturing through 2029, secured by specific equipment	2	18
Equipment financing lines of credit with various institutions, bearing interest at rates ranging from 5.30% to 12.63%, maturing through 2025	3	9
Total long-term debt and lines of credit	3,335	2,626
Less: original issue discounts	(22)	(31)
Less: debt issuance costs	(41)	(48)
	3,272	2,547
Less: current maturities	(4)	(19)
Long-term debt and lines of credit, net of current portion, original issue discounts, and debt issuance costs	$ 3,268	$ 2,528

The maturities of long-term debt and lines of credit as of December 31, are as follows (In millions):

2026	$ 4
2027	–
2028	1,035
2029	–
2030	1,196
Thereafter	1,100
Total	$ 3,335

ABL Facility

During 2021, the Company entered into an asset-based lending facility ("ABL Facility").

On May 9, 2023, the ABL Facility was amended and restated, and among other things, (i) extended the maturity date of the ABL Facility to May 9, 2028, (ii) increased the maximum borrowing capacity from $2 billion to $3 billion, subject to certain availability requirements, covenants, and restrictions, (iii) lowered the Secured Overnight Financing Rate ("SOFR") applicable margin rate range to be 1.75% to 2.25%, depending on the average maximum borrowing amount, (iv) lowered the base rate applicable margin rate range to be 0.75% to 1.25%, depending on the average maximum borrowing amount, and (v) eliminated the following financial covenants: total leverage ratio, the total debt to consolidated EBIT ratio, and total debt to original equipment cost ratio. In connection with this amendment, the Company expensed $0.4 million of previously capitalized debt issuance costs relating to certain lenders who exited the syndicate.

On June 29, 2023, the ABL Facility was further amended by creating two tranches within the existing $3 billion total credit facility, including a $2.85 billion revolving credit facility and a $150 million first-in, last-out ("FILO") term loan, maturing May 9, 2028. The proceeds from the FILO loan were used to pay down existing borrowing under the revolving credit facility, resulting in an increase in availability under the ABL Facility. The borrowings under the FILO loan bear a floating interest rate at the SOFR, plus a credit spread adjustment of 10 basis points and an additional spread of 375 basis points to 425 basis points, based on an availability matrix. Upon the occurrence of certain events, the Company must make mandatory prepayments of (i) 100% of net proceeds from an equity issuance (other than the in-process issuance of perpetual preferred stock and common stock or a fixed charge coverage ratio ("FCCR") contribution required to be made under the ABL Facility), until the FILO term loan is repaid in full; (ii) 50% of net proceeds from the issuance or incurrence of any bond, term loan or other indebtedness (excluding certain exceptions), until the FILO loan is repaid in full; and, (iii) voluntary prepayments of the FILO term loan so long as no event of default (as defined) exists or would result from such prepayment or when certain payment conditions, as defined, are met. In connection with this amendment, the Company incurred debt issuance costs of $2 million.

On September 19, 2023, the ABL Facility was amended and restated reducing the required debt repayment of the FILO term loan from the net proceeds from the issuance of the Additional 2028 Notes (defined below) from $150 million to $50 million.

On June 27, 2024, the Company amended the ABL Facility to, among other things, calculate certain financial covenants, including those that potentially impact the overall borrowing capacity, on a pro forma basis to give effect to the Company's purchase of previously-leased rental equipment, and to permit the Company to incur an increased amount of second-lien secured debt under other indebtedness.

The ABL Facility contains negative covenants that permit, subject to certain defined conditions, the Company's ability to, among other things, (i) incur additional indebtedness or engage in certain other types of financing transactions, (ii) allow certain liens to attach to assets, (iii) repurchase, or pay dividends, or make certain other restricted payments on, capital stock and certain other securities, (iv) prepay certain indebtedness and (v) make acquisitions and investments.

In addition, the FCCR covenant under the ABL Facility will only apply in the future if specified availability under the ABL Facility falls below ten percent of the maximum revolver under the ABL Facility.

As of December 31, 2024, the Company had $465 million outstanding under the ABL Facility bearing interest at the SOFR of 6.44%, included in long-term debt on the consolidated balance sheets.

ABL Credit Facility

On November 26, 2025, the Company refinanced existing borrowings under the ABL Facility by entering into a new senior secured asset-based revolving credit facility ("ABL Credit Facility"). The new ABL Credit Facility has a maturity date of November 26, 2030. The ABL Credit Facility provides available "borrowing capacity" (the maximum borrowing permitted, assuming there is sufficient collateral as identified under the new ABL Credit Facility) up to $2.75 billion. Borrowings under the new ABL Credit Facility will bear interest at a rate (at the Company's election) equal to either (a) the Secured Overnight Financing Rate ("SOFR") plus a spread between 112.5 to 137.5 basis points or (b) the greatest of (i) 0%, (ii) the Federal Funds Rate in effect on such day plus 50 basis points, (iii) the Secured Overnight Financing Rate for a one month tenor in effect on such day (to the extent ascertainable), plus 100 basis points, and (iv) the Prime Rate plus (y) a spread between 12.5 basis points and 37.5 basis points. In connection with the refinancing, the Company expensed $8 million of previously capitalized debt issuance costs relating to certain lenders under the ABL Facility who exited the syndicate, and included in loss on debt extinguishment on the consolidated statements of net income. Additionally, in connection with the refinancing, the Company capitalized $9 million of debt issuance costs.

The ABL Credit Facility contains negative covenants that permit, subject to certain defined conditions, the Company to, among other things, (i) incur additional indebtedness or engage in certain other types of financing transactions, (ii) allow certain liens to attach to assets, (iii) repurchase, or pay dividends, or make certain other restricted payments on, capital stock and certain other securities, subject to applicable caps, (iv) prepay certain indebtedness and (v) make certain acquisitions and investments. Under the new ABL Credit Facility, there is one financial covenant that will only apply in the future if excess availability under the new ABL Credit Facility falls below the greater of 10 percent of the maximum borrowing amount under the new ABL Credit Facility or $175 million. As of December 31, 2025, availability under the ABL Credit Facility exceeded this threshold and, as a result, the financial covenant was not applicable.

As of December 31, 2025, the Company had $1,196 million outstanding under the ABL Credit Facility bearing interest at the SOFR of 4.86%, included in long-term debt on the consolidated balance sheets.

The ABL Credit Facility provides available “borrowing capacity” (the maximum borrowing permitted, assuming there is sufficient collateral as identified under the ABL Facility) and “net excess availability” (the amount of additional debt the Company could borrow based on the existing borrowing base). As of December 31, 2025, the Company had a borrowing base, as defined under the ABL Credit Facility, of $2,240 million. After outstanding borrowings and letters of credit, the net excess availability at December 31, 2025, as defined under the ABL facility credit agreement, was $1,039 million, of which the Company could borrow up to $815 million without any additional repayment conditions.

Senior Secured Second Lien Notes due 2028

On May 9, 2023, the Company issued $640 million of its 9.00% Senior Secured Second Lien Notes due 2028 (the “2028 Notes”) at a discount to par of 94.26%. Interest on the 2028 Notes accrues at the rate of 9.00% per annum and is payable semi-annually on May 15 and November 15. The 2028 Notes will mature on May 15, 2028. After deducting $37 million in original issue discounts and $7 million in offering expenses and costs, net proceeds from the issuance of the Notes was $597 million. Upon the issuance of the 2028 Notes, the Company capitalized $5 million of bond financing costs.

Additional Senior Secured Second Lien Notes due 2028

On September 21, 2023, the Company issued an additional $400 million of its 9.00% Senior Secured Second Lien Notes due 2028 (the “Additional 2028 Notes”) at a discount to par of 97.75%. Interest on the Additional 2028 Notes accrues at a rate of 9.00% per annum beginning on May 9, 2023, and is payable semi-annually on May 15 and November 15. The Additional 2028 Notes will mature on May 15, 2028. After deducting $9 million in original issue discounts and $4 million in offering expenses and costs, net proceeds from the issuance of the Additional 2028 Notes was $387 million. Upon the issuance of the Additional 2028 Notes, the Company capitalized $1 million of bond financing costs. Additionally, the Company received $13 million of accrued interest from the purchasers of the Additional 2028 Notes for the period from May 9, 2023 to September 20, 2023, which was paid to the bondholders along with accrued interest on November 15, 2023.

Senior Secured Second Lien Notes due 2032

On April 16, 2024, the Company issued $600 million of its 8.625% Senior Secured Second Lien Notes due 2032 (the “2032 Notes”). Interest on the 2032 Notes accrues at a rate of 8.625% per annum and is payable semi-annually on May 15 and November 15, commencing November 15, 2024. The 2032 Notes will mature on May 15, 2032. After deducting $6 million in offering expenses and costs, net proceeds from the issuance of the Notes was $594 million. Upon the issuance of the Notes, the Company capitalized $4 million of bond financing costs.

Senior Secured Second Lien Notes due 2033

On September 10, 2024, the Company issued $500 million of its 8.00% Senior Secured Second Lien Notes due 2033 (the “2033 Notes”). Interest on the 2033 Notes accrues at the rate of 8.00% per annum and is payable semi-annually on May 15 and November 15, commencing March 15, 2025. The 2033 Notes will mature on March 15, 2033. After deducting $5 million in offering expenses and costs, net proceeds from the issuance of the 2033 Notes was $495 million. Upon the issuance of the 2033 Notes, the Company capitalized $2 million of bond financing costs.

Ranking: Notes and Guarantees

The 2028 Notes and Additional 2028 Notes are the Company’s senior secured obligations, secured by substantially all of the assets of the Company, and will rank equal in right of payment with all of the Company’s existing and future senior indebtedness, including indebtedness under the ABL Facility, rank senior in right of payment to all of the Company's future subordinated indebtedness, rank effectively senior to the Company's existing and future senior unsecured indebtedness to the extent of the value of the collateral securing the 2028 Notes and Additional 2028 Notes, rank effectively junior to all of the Company's existing and future first-priority lien indebtedness (including indebtedness under the ABL Facility) to the extent of the value of the collateral securing such indebtedness; and effectively junior to any of the Company's other existing and future indebtedness that is secured by assets that do not constitute collateral for the 2028 Notes and Additional 2028 Notes to the extent of the value of such assets. The 2028 Notes and Additional 2028 Notes will be jointly and severally guaranteed on a senior secured second lien basis by each of the Company's domestic subsidiaries, secured by substantially all of the guarantor's assets that secure any first-priority lien obligations, subject to permitted liens and certain exceptions.

The 2032 Notes are the Company's senior secured obligations, secured by substantially all of the assets of the Company, and will rank equal in right of payment with all of the Company's existing and future senior indebtedness, including indebtedness under the ABL Facility, the 2028 Notes, and Additional 2028 Notes, rank senior in right of payment to all of the Company's future subordinated indebtedness, rank effectively senior to the Company's existing and future senior unsecured indebtedness to the extent of the value of the collateral securing the 2032 Notes, rank effectively junior to all of the Company's and any Guarantor's existing and future first-priority lien indebtedness (including indebtedness under the ABL Facility) to the extent of the value of the collateral securing such indebtedness, rank equal with all of the Company's and any Guarantor's existing and future indebtedness that is secured on a second-priority basis by the Collateral (including the 2028 Notes and Additional 2028 Notes) to the extent of the value of the collateral securing the 2032 Notes; and effectively junior to any of the Company's and any Guarantor's other existing and future indebtedness that is secured by assets that do not constitute collateral for the 2032 Notes to the extent of the value of such assets. The 2032 Notes will be jointly and severally guaranteed on a senior secured second lien basis by each of the Company's domestic subsidiaries, secured by substantially all of the guarantor's assets that secure any first-priority lien obligations, subject to permitted liens and certain exceptions, and secured on an equal basis by liens on certain of the Company's assets that secure any other second lien obligations, subject to permitted liens.

The 2033 Notes are the Company's senior secured obligations, secured by substantially all of the assets of the Company, and will rank equal in right of payment with all of the Company's existing and future senior indebtedness, including indebtedness under the ABL Facility, the 2028 Notes, Additional 2028 Notes, and 2032 Notes, rank senior in right of payment to all of the Company's future subordinated indebtedness, rank effectively senior to the Company's existing and future senior unsecured indebtedness to the extent of the value of the collateral securing the 2033 Notes, rank effectively junior to all of the Company's and any Guarantor's existing and future first-priority lien indebtedness (including indebtedness under the ABL Facility) to the extent of the value of the collateral securing such indebtedness, rank equal with all of the Company's and any Guarantor's existing and future indebtedness that is secured on a second-priority basis by the Collateral (including the 2028 Notes, Additional 2028 Notes, and 2032 Notes) to the extent of the value of the collateral securing the 2033 Notes; and effectively junior to any of the Company's and any Guarantor's other existing and future indebtedness that is secured by assets that do not constitute collateral for the 2033 Notes to the extent of the value of such assets. The 2033 Notes will be jointly and severally guaranteed on a senior secured second lien basis by each of the Company's domestic subsidiaries, secured by substantially all of the guarantor's assets that secure any first-priority lien obligations, subject to permitted liens and certain exceptions, and secured on an equal basis by liens on certain of the Company's assets that secure any other second lien obligations, subject to permitted liens.

Redemption

The Company may redeem the 2028 Notes and Additional 2028 Notes, in whole or in part, at any time (i) on or after May 15, 2025 and prior to May 15, 2026, at a price equal to 106.75% of the principal amount of the 2028 Notes and Additional 2028 Notes, (ii) on or after May 15, 2026 and prior to May 15, 2027, at a price equal to 104.50% of the principal amount of the 2028 Notes and Additional 2028 Notes and (iii) on or after May 15, 2027, at a price equal to 100.00% of the principal amount of the 2028 Notes and Additional 2028 Notes, in each case, plus accrued and unpaid interest and additional amounts, if any, up to, but excluding, the redemption date. In addition, the Company could have redeemed some or all of the 2028 Notes and Additional 2028 Notes at any time prior to May 15, 2025, by paying a "make-whole" premium, plus accrued and unpaid interest, if any, to the date of redemption. At any time prior to May 15, 2025, the Company may use net cash proceeds of certain equity offerings to redeem up to 40% of the principal amount of the 2028 Notes and Additional 2028 Notes at a redemption price equal to 109.00%, provided that, after giving effect to such redemption, at least 50% of the principal amount of such 2028 Notes and Additional 2028 Notes issued on the issue date remain outstanding. If there are not less than 90% in the aggregate principal amount of outstanding 2028 Notes and Additional 2028 Notes validly tendered and the Company purchases such 2028 Notes and Additional 2028 Notes, the Company will have the right to redeem all 2028 Notes and Additional 2028 Notes that remain outstanding following such purchase at a price equal to the price paid to each other holder in such tender offer (which may be less than par) plus, to the extent not included in the tender offer payment, accrued and unpaid interest. Upon the occurrence of a Change of Control, as defined, the Company is required to make an offer to purchase the 2028 Notes and Additional 2028 Notes at a redemption price equal to 101.00% of the principal amount thereof, plus accrued and unpaid interest. If the Company sells assets outside the ordinary course of business and does not use the net proceeds for specified purposes, the Company is required to make an offer to use such net proceeds to repurchase the 2028 Notes and Additional 2028 Notes at 100.00% of their aggregate principal amount, plus accrued and unpaid interest to the redemption date. If an Event of Default occurs, as defined, the holders of at least 30% in the aggregate principal amount of the 2028 Notes and Additional 2028 Notes then outstanding may declare the principal of, premium or the applicable premium, and accrued and unpaid interest, on all of the outstanding 2028 Notes and Additional 2028 Notes due and payable immediately.

The Company may redeem the 2032 Notes, in whole or in part, at any time (i) on or after May 15, 2027 and prior to May 15, 2028, at a price equal to 104.313% of the principal amount of the 2032 Notes, (ii) on or after May 15, 2028 and prior to May 15, 2029, at a price equal to 102.156% of the principal amount of the 2032 Notes and (iii) on or after May 15, 2029, at a price equal to 100.000% of the principal amount of the 2032 Notes, in each case, plus accrued and unpaid interest and additional amounts, if any, up to, but excluding, the redemption date. In addition, the Company may redeem some or all of the 2032 Notes at any time prior to May 15, 2027, by paying a "make-whole" premium, plus accrued and unpaid interest, if any, to the date of redemption. At any time prior to May 15, 2027, the Company may use net cash proceeds of certain equity offerings to redeem up to 40% of the principal amount of the Notes at a redemption price equal to 108.625%, provided that, after giving effect to such redemption, at least 50% of the principal amount of such 2032 Notes issued on the issue date remain outstanding. If there are not less than 90% in the aggregate principal amount of outstanding 2032 Notes validly tendered and the Company purchases such 2032 Notes, the Company will have the right to redeem all 2032 Notes that remain outstanding following such purchase at a price equal to the price paid to each other holder in such tender offer (which may be less than par) plus, to the extent not included in the tender offer payment, accrued and unpaid interest. Upon the occurrence of a Change of Control, as defined, the Company is required to make an offer to purchase the 2032 Notes at a redemption price equal to 101.00% of the principal amount thereof, plus accrued and unpaid interest. If the Company sells assets outside the ordinary course of business and does not use the net proceeds for specified purposes, the Company is required to make an offer to use such net proceeds to repurchase the 2032 Notes at 100.00% of their aggregate principal amount, plus accrued and unpaid interest to the redemption date. If an Event of Default occurs, as defined, the holders of at least 30% in the aggregate principal amount of the 2032 Notes then outstanding may declare the principal of, premium or the applicable premium, and accrued and unpaid interest, on all of the outstanding Notes due and payable immediately.

The Company may redeem the 2033 Notes, in whole or in part, at any time (i) on or after September 15, 2027 and prior to September 15, 2028, at a price equal to 104.000% of the principal amount of the 2033 Notes, (ii) on or after September 15, 2028 and prior to September 15, 2029, at a price equal to 102.000% of the principal amount of the 2033 Notes and (iii) on or after September 15, 2029, at a price equal to 100.000% of the principal amount of the 2033 Notes, in each case, plus accrued and unpaid interest and additional amounts, if any, up to, but excluding, the redemption date. In addition, the Company may redeem some or all of the 2033 Notes at any time prior to September 15, 2028, by paying a "make-whole" premium, plus accrued and unpaid interest, if any, to the date of redemption. At any time prior to September 15, 2027, the Company may use net cash proceeds of certain equity offerings to redeem up to 40% of the principal amount of the Notes at a redemption price equal to 108.00%, provided that, after giving effect to such redemption, at least 50% of the principal amount of such 2033 Notes issued on the issue date remain outstanding. If there are not less than 90% in the aggregate principal amount of outstanding 2033 Notes validly tendered and the Company purchases such 2033 Notes, the Company will have the right to redeem all 2033 Notes that remain outstanding following such purchase at a price equal to the price paid to each other holder in such tender offer (which may be less than par) plus, to the extent not included in the tender offer payment, accrued and unpaid interest. Upon the occurrence of a Change of Control, as defined, the Company is required to make an offer to purchase the 2033 Notes at a redemption price equal to 101.00% of the principal amount thereof, plus accrued and unpaid interest. If the Company sells assets outside the ordinary course of business and does not use the net proceeds for specified purposes, the Company is required to make an offer to use such net proceeds to repurchase the 2033 Notes at 100.00% of their aggregate principal amount, plus accrued and unpaid interest to the redemption date. If an Event of Default occurs, as defined, the holders of at least 30% in the aggregate principal amount of the 2033 Notes then outstanding may declare the principal of, premium or the applicable premium, and accrued and unpaid interest, on all of the outstanding Notes due and payable immediately.

Covenants

The indentures governing the 2028 Notes, Additional 2028 Notes, 2032 Notes, and 2033 Notes, collectively, (the "Company's Notes") contain certain covenants applicable to the Company and its restricted subsidiaries, including limitations on liens, indebtedness, mergers, consolidations, and acquisitions, sales, transfers and other dispositions of assets, loans and other investments, dividends and other distributions, stock repurchases and redemptions and other restricted payments, restrictions affecting subsidiaries, transactions with affiliates and designations of unrestricted subsidiaries. Each of the covenants are subject to a number of important exceptions and qualifications. In addition, many of the restrictive covenants will not apply to the Company during any period when the Company's Notes are rated investment grade, provided at such time no default under the Indenture has occurred and is continuing.

Use of Proceeds

During 2023, in connection with the issuance of the 2028 Notes discussed above, the Company used $589 million of the proceeds to repay $493 million principal outstanding, $4 million accrued interest, and $20 million prepayment premium to extinguish certain debt. Approximately $10 million of unamortized original issuance costs related to this debt were also expensed in connection with this extinguishment. Separately, the Company repaid $72 million principal outstanding and $1 million accrued interest, to extinguish other debt.

During 2023, in connection with the issuance of the Additional 2028 Notes discussed above, the Company used $335 million of the proceeds to repay $285 million principal outstanding on the ABL revolving credit facility and $50 million principal outstanding on the FILO term loan.

During 2024, in connection with the issuances of the 2032 Notes and 2033 Notes discussed above, the Company used $519 million and $494 million, respectively, of the proceeds to repay principal outstanding on the ABL revolving credit facility.

Amendments to the Indentures Governing the 2028 Notes, the Additional 2028 Notes, and the 2032 Notes

On July 17, 2025, the indentures governing the Company's 2028 Notes, the Additional 2028 Notes, and the 2032 Notes were amended to conform certain covenants and related definitions for these notes to the indenture governing the Company's 2033 Notes. Among other things, the amendments increased certain limits on debt incurrence to align with the 2033 Notes and aligned certain aspects of the lien covenant to the same terms in the 2033 Notes Indenture. In connection with these amendments to the indentures, the Company paid $5 million in fees and expenses.

Equipment Financing Lines of Credit

The Company has equipment financing lines of credit borrowing arrangements with certain financial institutions, unrelated to the manufacturer, which are utilized to finance certain purchases of new equipment inventory held for sale. As of December 31, 2025 and 2024, the outstanding balances under equipment financing lines of credit were $3 million and $9 million, respectively. Interest charged on outstanding balances are based on variable rates commonly referenced in the market, plus an applicable margin. The outstanding borrowings are secured by the equipment inventory purchased. Repayment terms vary, but generally the outstanding amounts are due when the equipment inventory is sold to the end customer. Borrowings from, and repayments to, financial institutions unaffiliated with the manufacturer are classified as financing cash flows in the accompanying consolidated statements of cash flows.

Other

Certain note agreements between the Company and various institutions contain restrictions and financial covenants, including maintaining an adjusted fixed charge coverage ratio of 1.15 to 1.00 and a net funded debt to adjusted EBITDA ratio of 6.00 to 1.00. As of December 31, 2025 and 2024, the Company was in compliance with those restrictions and financial covenants.

As of December 31, 2025 and 2024, the Company had $6 million and $6 million of letters of credit outstanding with financial institutions secured by line of credit availability, respectively. The letters of credit automatically renew annually unless the Company gives notice to the financial institution to terminate the letter of credit.

14. LEASES

Leasing Activities – Lessee:

Lease arrangements with OWN Program participants: Under the OWN Program, the Company leases equipment owned by participants. The Company accounts for these arrangements as a lease under Topic 842 whereby the Company is the lessee.

Lease arrangements with other parties: The Company, as a lessee, also leases properties, vehicles, certain equipment used in its operations from parties not participating in the OWN Program, and aircraft under various operating and finance leases.

The leases are noncancellable and expire on various terms through 2040. There are no material payments for leases that have not yet commenced.

The tables below present financial information associated with the Company’s leases, as a lessee and including the OWN Program, as of and for the years ended December 31, 2025, 2024, and 2023.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table presents the components of the Company's ROU assets and liabilities related to leases whereby the Company is the lessee and their classification in the consolidated balance sheets (In millions):

Component of Lease Balances	Balance Sheet Line Item	December 31, 2025	December 31, 2024
Assets:			
Operating lease assets	Right of use assets, operating	$ 676	$ 569
Finance lease equipment assets	Rental equipment, net	58	52
Finance lease property assets	Property and other fixed assets, net	130	39
Total leased assets		$ 864	$ 660
Liabilities:			
Operating lease liabilities, current	Current portion of operating lease liabilities	$ 69	$ 59
Finance lease liabilities, current	Current portion of finance lease liabilities	19	17
Operating lease liabilities, long-term	Operating lease liabilities, net of current portion	655	555
Finance lease liabilities, long-term	Finance lease liabilities, net of current portion	169	71
Total lease liabilities		$ 912	$ 702

The following table presents the components of the Company's lease costs and the classification of such costs in the consolidated statements of net income (In millions):

Component of Lease Cost	Statements of Net Income Line Item	Years Ended December 31, 2025	2024	2023
OWN Program lease payments (principal)	OWN Program payouts	$ 714	$ 420	$ 209
Equipment and vehicle operating lease expense	Direct operating costs	26	85	111
Real estate operating lease expense	Selling, general and administrative expenses	91	67	41
Finance lease expense:				
Amortization of equipment leased assets	Depreciation of rental equipment	11	20	21
Amortization of property leased assets	Selling, general and administrative expenses	5	–	–
Interest on lease liabilities	Interest expense, net	9	12	9
Short-term lease cost	Selling, general and administrative expenses	3	1	2
Total lease expense		$ 859	$ 605	$ 393

The following table provides the supplemental cash flow information related to leases (In millions):

	Years Ended December 31, 2025	2024	2023
Operating cash outflows from operating leases	$ 116	$ 131	$ 143
Operating cash outflows from finance leases	7	8	6
Finance cash outflows from finance leases	17	27	20
Total	$ 140	$ 166	$ 169

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table includes the weighted average lease terms and discount rates for operating and finance leases (In millions):

	December 31, 2025	December 31, 2024
Weighted average remaining lease term (years):		
Operating leases	9.83	10.73
Finance leases	10.73	7.67
Weighted average discount rate:		
Operating leases	7.92 %	8.49 %
Finance leases	6.89 %	7.38 %

The following table includes a summary of right of use assets obtained in exchange for new lease obligations for the years ended December 31, 2025 and 2024 (In millions):

	Years Ended December 31,	
	2025	2024
Operating leases	$ 188	$ 228
Finance leases	135	57
Total	$ 323	$ 285

The following table includes the future maturities of lease payments for operating leases and finance leases for years subsequent to December 31, 2025 (In millions):

	Operating	Finance
2026	$ 119	$ 31
2027	115	24
2028	113	28
2029	107	24
2030	99	24
Thereafter	506	147
Total lease payments	1,059	278
Less: liability accretion and imputed interest	(335)	(90)
Total lease liabilities	724	188
Less: current lease liabilities	(69)	(19)
Total long-term lease liabilities	$ 655	$ 169

During the year ended December 31, 2024, the Company purchased fleet equipment previously under various operating leases for $281 million, resulting in the derecognition of $155 million of operating lease right of use assets and $156 million of operating lease liabilities, and purchased fleet equipment previously under various finance leases for $118 million, resulting in the derecognition of $111 million of finance lease assets and $114 million of finance lease liabilities. The Company's purchases of leased equipment were not material during the years ended December 31, 2025 and 2023.

Sale Leaseback Arrangements:

During the years ended December 31, 2025, 2024 and 2023, the Company recognized an aggregate gain on various sales of properties of $1 million, $20 million, and $10 million, respectively, in connection with the sale leaseback transactions. The gain on these transactions is included in other income on the consolidated statements of net income. As of December 31, 2025 and 2024, the Company also had financing obligations included on the consolidated balance sheets of $31 million and $34 million, respectively, in connection with sale leaseback transactions where the sales price exceeded the fair value of the respective properties. The financing liability related to sale leaseback transactions is being amortized over the respective lease terms as a reduction to rent expense recorded within selling, general and administrative expenses on the consolidated statements of net income.

As of December 31, 2025 and 2024, the Company had financing obligations included on the consolidated balance sheets of $39 million and $56 million, respectively, relating to arrangements that did not meet the criteria to be accounted for as sale leaseback transactions, and $22 million and $30 million, respectively, relating to build-to-suit lease arrangements where the underlying property and construction had not been completed and available for its intended use. The Company will assess these build-to-suit arrangements to determine if they meet the criteria to be accounted for as a sale leaseback transaction once construction is complete and the property is available for its intended use. During the years ended December 31, 2025 and 2024, the Company satisfied its obligations under certain agreements entered into during 2024 and 2023, resulting in the transactions qualifying as successful sale leasebacks and the derecognition of $5 million and $36 million of financing obligations, respectively. During the years ended December 31, 2025, 2024 and 2023, the Company made payments under these financing arrangements of $19 million, $67 million, and $24 million, respectively.

The maturities of financing obligations that did not meet the criteria to be accounted for as sale leaseback transactions as of December 31, are as follows (In millions):

2026	$ 7
2027	3
2028	4
2029	13
2030	–
Thereafter	12
Total	$ 39

15. PERPETUAL PREFERRED STOCK

On May 5, 2022, the Company authorized and issued 7,809,003 shares of perpetual preferred stock ($0.00000125 par value per share) at a price of $18.27 per share, resulting in proceeds of $138.0 million, net of $4.6 million of capital raising costs. In addition, the Company issued to the purchasers of the perpetual preferred stock 4,027,555 shares of common stock ($0.00000125 par value per share) at a price of $15.48 per share, resulting in proceeds of $62 million. The total proceeds raised from the issuance of the perpetual preferred stock and common stock to the purchasers was $200 million, net of capital raising costs.

In June 2023, the Company issued 3,372,629 shares of perpetual preferred stock ($0.00000125 par value per share) at a price of $17.74 per share, resulting in proceeds of $59 million, net of $1 million of costs. In addition, the Company issued to the purchasers of the perpetual preferred stock 953,045 voting shares and 740,996 non-voting shares of common stock ($0.00000125 par value per share) at a price of $14.85 per share, resulting in proceeds of $25 million.

On August 11, 2023, the Company issued 1,785,513 shares of perpetual preferred stock ($0.00000125 par value per share) at a price of $17.74 per share, resulting in proceeds of $31 million, net of $1 million of costs. In addition, the Company issued to the purchasers of the perpetual preferred stock 896,837 shares of voting common stock ($0.00000125 par value per share) at a price of $14.85 per share, resulting in proceeds of $13 million.

On August 28, 2023, the Company issued 793,567 shares of perpetual preferred stock ($0.00000125 par value per share) at a price of $17.74 per share, resulting in proceeds of $13 million, net of $1 million of costs. In addition, the Company issued to the purchasers of the perpetual preferred stock 398,579 shares of voting common stock ($0.00000125 par value per share) at a price of $14.85 per share, resulting in proceeds of $6 million.

Perpetual Preferred Stock rights

The rights, preferences, privileges, and restrictions granted to and imposed on the perpetual preferred stock are set forth below:

Dividends: Dividends on the perpetual preferred stock accumulate daily in arrears on the then-current accreted liquidation preference (initially, $26.26 per share) of the outstanding perpetual preferred stock, whether or not declared. The dividend rate varies depending upon the amount of time that the perpetual preferred stock has been outstanding and whether dividends have previously been paid on the perpetual preferred stock, ranging from 8.5% to 11.25%. Dividends compound on a quarterly basis. Dividends on the perpetual preferred stock will be payable, at the election of the Company, in cash at any time when, as and if declared by the Board or any duly authorized committee of the Board, but only out of assets legally available. On May 17, 2024, the Board declared a dividend to the holders of perpetual preferred stock in an aggregate amount of $9 million payable in cash. The dividend was paid on May 28, 2024. On June 10, 2025, the Board declared a dividend to the holders of perpetual preferred stock in an aggregate amount of $37 million payable in cash. The dividend was paid on June 10, 2025. At December 31, 2025, the maximum potential dividend accumulated in arrears on all issued and outstanding perpetual preferred stock was approximately $124 million, or $9.02 per share.

Liquidation preferences: In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company or deemed liquidation event, the holders of perpetual preferred stock are entitled to an amount per share equal to the sum of (i) the accreted liquidation preference (ii) the amount of any other accumulated and unpaid dividends and (iii) if such event occurs prior to the fifth anniversary from the original issuance date, an additional amount equal to the aggregate cash dividends that would have been paid on the perpetual preferred stock from and after the liquidation date through the end of the initial five-year period as if 100% of the dividends were paid in cash at the full dividend rate, which is 8.5% for the perpetual preferred stock issued in 2022 and 9.25% for the perpetual preferred stock issued in 2023. At December 31, 2025 the accreted liquidation preference amount was $486 million.

Conversion features: Holders of perpetual preferred stock have no right to exchange or convert shares into any other shares or securities.

Voting rights: Holders of perpetual preferred stock shall be entitled to one vote for each share of perpetual preferred stock held at all meetings of shareholders.

Protective rights: There are no collateral requirements, redemption options, or creditor rights associated with the perpetual preferred stock instruments. There are no provisions that are substantively protective covenants.

Redemption features: The Company, at its option, may redeem the perpetual preferred stock, in whole or in part, at any time after the one-year anniversary date from the original issuance date of the perpetual preferred stock issued in 2022, or after the five-year anniversary date from the original issuance date of the perpetual preferred stock issued in 2023, at a price per share equal to the perpetual preferred liquidation preference, to the extent the Company has funds legally available. If the Company exercises this option, the price per share of the redemption would equal the sum of (i) $26.26 plus the then-aggregated unpaid compounded dividends, (ii) any other accumulated and unpaid dividends, and (iii) if the redemption occurs prior to the fifth anniversary of the original issuance date for the perpetual preferred stock issued in 2022, the aggregate cash dividends that would have been paid on the shares from the redemption date through the end of the five-year period had the full dividend rate been paid in cash.

In addition to the Company's right to redeem the perpetual preferred stock, the holders of the perpetual preferred stock have the right to require the Company to repurchase up to 50% of their shares of perpetual preferred stock beginning on May 5, 2033 (or in the case of an initial public offering or similar contingent event) and up to 100% of their shares of perpetual preferred stock beginning on May 5, 2034 (or in the case of a sale of the Company or similar contingent event). Due to the holders' put option, the Company classified the perpetual preferred stock, net of costs of raising capital, as temporary equity on the consolidated balance sheets as of December 31, 2024 and 2023.

Accretion of perpetual preferred stock to redemption value: As the holders of the perpetual preferred stock have the right to require the Company to repurchase up to 50% of their shares beginning on May 5, 2033, and up to 100%

of their shares beginning on May 5, 2034, it is probable that the Company's perpetual preferred stock will become redeemable. Accordingly, the Company is accreting the carrying amount of the perpetual preferred stock to its redemption value over the period from the issuance date to the redemption date using the effective interest method. For the years ended December 31, 2025, 2024 and 2023, the Company recorded accretion of $36 million, $40 million, and $30 million, respectively.

16. CONVERTIBLE PREFERRED STOCK

During March 2023, the Company issued 80,766 shares of Series E convertible preferred stock ($0.00000125 par value per share) at a price of $15.48 per share, resulting in proceeds of $1 million.

During April 2023, the Company issued 38,767 shares of Series E convertible preferred stock ($0.00000125 par value per share) at a price of $15.48 per share, resulting in proceeds of $1 million.

At December 31, 2025, the convertible preferred stock consists of the following (In millions, except share and per share data):

Security	Period issued	Shares authorized	Shares issued and outstanding	Price per share	Gross amount	Costs of raising capital	Net amount	Liquidation preference
Series A-1	Dec-16	49,182,456	47,215,752	$ 0.60	$ 28	$ —	$ 28	$ 28
Series A-2	Dec-16	41,953,016	41,821,200	0.15	—	—	—	6
Series B-1	Aug-18	11,853,768	11,289,304	2.23	25	—	25	25
Series B-2	Sep-18	5,768,000	5,767,992	1.74	—	—	—	10
Series C-1	Dec-20	113,584	56,784	8.80	—	—	—	—
Series C-2	Dec-20	8,728,176	8,728,176	6.87	60	(1)	59	60
Series C-3	Dec-20	695,760	695,760	7.04	5	—	5	5
Series C-2	Mar-21	728,024	728,024	6.87	5	—	5	5
Series D	Mar-21	14,724,944	14,724,944	11.21	166	—	166	165
Series D	Apr-21	5,451,176	5,451,176	11.21	61	—	61	61
Series E	May-22	9,368,861	5,510,564	15.48	85	(3)	82	85
		148,567,765	141,989,676		$ 435	$ (4)	$ 431	$ 450
					Preferred stock redemptions		(1)	
						Total	$ 430	

Preferred Stock rights

The rights, preferences, privileges, and restrictions granted to and imposed on the convertible preferred stock are set forth below:

Dividends: Holders of shares of convertible preferred stock shall be entitled to receive noncumulative dividends when and if declared by the Board, provided that the holders of at least 65% of the then outstanding shares of the Series A-1, B-1, C, D, and E convertible preferred stock (voting together as a single class on an as-converted basis) consent to dividends on shares of any other series of convertible preferred stock (excluding dividends declared and payable on common stock and perpetual preferred stock). Any such dividends declared to holders of convertible preferred stock are payable in preference to any dividends declared on common stock and perpetual preferred stock. No dividends have been declared or paid to date.

Liquidation preferences: In the event of a voluntary or involuntary liquidation, dissolution or winding up or deemed liquidation event of the Company, the assets of the Company available for distribution to its shareholders shall be distributed as follows:

- Prior and in preference to any payment or distribution to holders of the Series B-2 convertible preferred stock or of common stock, the holders of the Series A-1, A-2, B-1, C, D, and E convertible preferred stock shall be entitled to be paid an amount equal to the greater of (i) the original issue price plus all declared but unpaid dividends and (ii) such amount per share as would have been payable had all shares of each class of convertible preferred stock been converted into common stock. In the event that the amount available for distribution is insufficient to the holders of the Series A-1, A-2, B-1, C, D, and E convertible preferred stock, the assets of the Company available for distribution shall be shared ratably.

- After distribution to the holders of the Series A-1, A-2, B-1, C, D, and E convertible preferred stock, any remaining available funds and assets of the Company shall be distributed to the holders of the Series B-2 convertible preferred stock and paid in an amount equal to the greater of (i) the original issue price plus all declared but unpaid dividends and (ii) such amount per share as would have been payable had all shares of the Series B-2 convertible preferred stock been converted into common stock. In the event that the amount available for distribution is insufficient to the holders of the Series B-2 convertible preferred stock, the assets of the Company available for distribution shall be shared ratably between the holders of the Series B-2 convertible preferred stock.

- The payment or distribution shall be first to the holders of convertible preferred stock in the following order: (i) Series A-1; (ii) Series A-2; (iii) Series B-1; (iv) Series C-1; (v) Series C-2; (vi) Series C-3; (vii) Series D; (viii) Series E; and (ix) Series B-2.

- After the payment of all preferential amounts to the holders of the convertible preferred stock, any remaining available funds and assets of the Company shall be distributed among the holders of shares of common stock pro rata based on the number of shares held by each such holder.

Conversion features: Each share of each series of preferred stock is convertible, at any time and at the option of the holder, into the Company’s common stock at a prescribed conversion ratio (defined as the initial price divided by the conversion price, which is subject to certain contingent adjustments). Such conversion rights shall terminate upon liquidation, dissolution or winding up of the Company or occurrence of a deemed liquidation event.

All outstanding shares of each series of convertible preferred stock will be automatically converted into common stock, based on the prescribed conversion ratio, if either of the following occur:

- the closing of the sale of common stock to the public at a price of at least 1.25 times the original issue price for the Series D convertible preferred stock (subject to certain specified adjustments), through an initial public offering resulting in at least $200 million of gross proceeds, or

- (i) with respect to the Series A-1 convertible preferred stock and the Series A-2 convertible preferred stock, the date and time, or the occurrence of an event, specified by vote or consent of the holders of at least 65% of the outstanding shares of Series A-1 convertible preferred stock, (ii) with respect to the Series B-1 convertible preferred stock and the Series B-2 convertible preferred stock, the date and time, or the occurrence of an event, specified by vote or consent of the majority holders of the outstanding shares of the Series B-1 convertible preferred stock, (iii) with respect to the Series C convertible preferred stock, the date and time, or the occurrence of an event, specified by vote or consent of the majority holders of the outstanding shares of Series C convertible preferred stock, (iv) with respect to the Series D convertible preferred stock, the date and time, or the occurrence of an event, specified by vote or consent of the majority holders of the outstanding shares of Series D convertible preferred stock, and (v) with respect to the Series E convertible preferred stock, the date and time, or the occurrence of an event, specified by vote or consent of the majority holders of the outstanding shares of Series E convertible preferred stock.

Voting rights: The holders of each class of convertible preferred stock shall be entitled to cast the number of votes equal to the number of shares of common stock into which it is convertible. Holders of each class of convertible preferred stock and common stock shall vote together on all matters as a single class.

The holders of certain series of convertible preferred stock are also granted additional voting rights in respect of the appointment of directors of the Company. The holders of the Series A-1 convertible preferred stock shall be entitled to elect two directors of the Company, provided that at least 10,400,000 shares of the Series A-1 convertible preferred stock remain outstanding. The holders of the Series B-1 convertible preferred stock shall be entitled to elect one director of the Company, provided that at least 11,200,000 shares of the Series B-1 convertible preferred stock remain outstanding. The holders of the Series D convertible preferred stock shall be entitled to elect one director of the Company, provided that at least 4,000,000 shares of the Series D convertible preferred stock remain outstanding. The holders of the Series E convertible preferred stock shall be entitled to elect one director of the Company, provided that at least 1,227,644 shares of the Series E convertible preferred stock remain outstanding. The holders of the common stock shall also be entitled to elect four directors of the Company. The holders of the common stock and of the convertible preferred stock, voting together as a single class on an "as-converted" basis, shall be entitled to elect the remaining number of directors.

Protective rights: There are no collateral requirements, redemption options, or creditor rights associated with the convertible preferred stock instruments. There are no provisions that are substantively protective covenants.

Redemption feature (only upon failure of a deemed liquidation event): The convertible preferred stock is neither mandatorily redeemable nor redeemable at the option of the holders. Redemption shall occur by the holders exercising their right only if the Company fails to affect a deemed liquidation event within a specified time period. There were no preferred stock redemptions during 2025 or 2024.

17. COMMON STOCK AND EQUITY INCENTIVE PLAN

At December 31, 2025 and 2024, the Company authorized 270,214,000 shares of voting common stock and 2,235,740 shares of non-voting common stock with a par value of $0.00000125 per share, respectively. There are 78,836,668 of voting common shares and no shares of non-voting common shares issued and outstanding as of December 31, 2025. Included in the number of common stock shares issued and outstanding are restricted shares of common stock awarded to employees, which the Company can repurchase. Some issued and common shares are held pursuant to the exercise of option grants and not restricted stock awards. From time to time, the Company may repurchase outstanding shares of common stock at fair value for a variety of reasons. There were no repurchases of common stock during 2025 and repurchases of 31,000 shares of common stock during 2024. Upon retirement, treasury stock would be allocated between additional paid-in capital and retained earnings based on the cost of the original issue included in additional paid-in capital and the cost of the repurchase. There were no retirements of treasury stock during 2025 and 2024. Treasury stock held is shown separately as a component of equity on the accompanying consolidated balance sheets and statements of equity. The Company has 4,740,536 shares of treasury stock at December 31, 2025, and none have been reissued.

In 2015, the Company created the 2015 Stock Plan ("2015 Plan") issuing a total of 73,204,000 restricted stock awards with a grant date fair value of $0.0125 and the award vesting period ranging from 24 to 48 months. As of December 31, 2025, 67,602,616 restricted stock awards are fully vested and 5,601,384 awards had been forfeited. There was no activity with the 2015 Stock Plan during 2025 or 2024.

During 2016, the Company created the 2016 Equity Incentive Plan ("2016 Plan"), which allows for the issuance of options to purchase shares of EquipmentShare common stock. The employees eligible to participate in the plan are determined by the plan's committee. Options are issued with an exercise price equal to the fair value of the Company's common stock and with vesting conditions as determined by the plan's committee. Option awards with time-based vesting conditions generally range from 12 to 48 months. Option awards with service, performance, and/or market conditions, as defined, vest when those milestones are achieved (hereafter, the "milestone-based awards"). Options are generally forfeited upon termination or when performance or market conditions are not met, and forfeitures are accounted for as they occur.

As of December 31, 2025, the Company has a total of 22,525,256 options authorized under the 2016 Plan which includes 18,255,784 options under the 2016 Plan and 4,269,472 options transferring in to the 2016 Plan from the 2015 Plan. There were 10,673,699 options issued and outstanding, 7,373,895 options available for issuance, and 4,477,662 options were exercised or cancelled and not returned to the pool as of December 31, 2025.

The fair value of each time-based award is estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions for the years ended December 31, 2025 and 2024:

	2025	2024
Expected dividend yield	0 %	0 %
Expected volatility	55 %	52 %
Risk-free interest rate	4 %	4 %
Expected term (years)	6	6

The Company historically has not paid dividends on common stock and has no plans to issue dividends in the foreseeable future. The fair value per share of the Company's common stock was determined using the market approach (guideline public company method) whereby guideline companies were selected to develop relevant market multiples and ratios, using metrics such as revenue, earnings before interest and taxes, earnings before interest, taxes, depreciation and amortization, net income and/or tangible book value. These multiples and ratios were then applied to the Company's financial metrics to determine enterprise value. Using the Black-Scholes option pricing model, the Company estimated the grant-date fair value of each option whereby the expected volatility is estimated based on the average historical volatility of comparable entities with publicly traded shares. The risk-free rate for the expected term of the option is based on the U.S. Treasury yield curve at the date of grant. The expected term represents the period that share-based awards are expected to be outstanding. Since the Company did not have sufficient historical information to develop reasonable expectations about future exercise behavior, the Company uses the simplified method to compute expected term, which consists of taking the midpoint between an option's vesting date and contractual term.

The fair value of each milestone-based award was estimated on the date of grant using Monte Carlo simulations with the following assumptions:

Expected dividend yield (1) (2)	0 %
Expected volatility (1) (2)	55 %
Risk-free interest rate (1)	4 %
Risk-free interest rate (2)	4 %
Expected term (years) (1)	2
Expected term (years) (2)	9

Notes:
(1) These assumptions related to milestone-based awards granted in 2021 and modified in 2022.
(2) These assumptions related to milestone-based awards granted in 2022.

The expected volatility assumption used to estimate the grant-date fair value of each option was based on the average historical volatility of comparable entities with publicly traded shares. The risk-free rate for the expected term of the option was based on the U.S. Treasury yield curve at the date of grant or at the award modification date. The Company remeasured the 2021 award on December 22, 2022, the date of modification. The expected term of the 2021 award represents the period that the award is expected to be outstanding from the award modification date of December 22, 2022 through December 31, 2024. The expected term of the 2022 award represents the period that the award is expected to be outstanding from December 22, 2022 through January 31, 2032. If the milestone conditions are not met during the expected terms, then the unvested awards will be forfeited.

A summary of the option activity under the 2016 Plan is as follows:

	Options Outstanding	Weighted Average Exercise Price
Options outstanding, January 1, 2023	18,652,610	3.77
Exercisable options, January 1, 2023	8,019,419	2.87
Granted	1,397,090	6.37
Exercised	(1,100,864)	1.56
Forfeited	(502,583)	5.43
Expired	(128,507)	3.93
Options outstanding, December 31, 2023	18,317,746	4.06
Exercisable options, December 31, 2023	8,173,670	3.30
Granted	927,887	8.37
Exercised	(841,202)	3.27
Forfeited	(1,200,973)	5.69
Expired	(6,978,876)	4.23
Options outstanding, December 31, 2024	10,224,582	4.21
Exercisable options, December 31, 2024	8,405,911	3.63
Granted	843,161	10.66
Exercised	(521,699)	4.62
Forfeited	(180,548)	7.74
Expired	(77,746)	5.59
Options outstanding, December 31, 2025	10,287,750	4.64
Exercisable options, December 31, 2025	8,788,045	3.95

The weighted average grant date fair value of the options issued during 2025, 2024 and 2023 respectively, was \$5.84, \$4.51 and \$3.45 per option. Stock-based compensation expense of \$4 million, \$4 million and \$3 million was recorded for vested time-based options during the years ended December 31, 2025, 2024 and 2023, respectively, and is included in selling, general and administrative expenses in the consolidated statements of net income. At December 31, 2025, the unrecognized stock-based compensation expense yet to be recognized over the vesting period was \$7 million. The weighted average remaining life of the outstanding stock options was 1.8 years as of December 31, 2025.

No milestone-based awards were granted during 2025 or 2024. The Company recognized \$0.1 million of stock compensation expense for vested milestone-based option awards during the year ended December 31, 2023, which is included in selling, general and administrative expenses in the consolidated statements of net income. No stock compensation expense for milestone-based option awards was recognized during 2024 or 2025. The Company had 320,000 unvested milestone-based option awards granted in 2022 outstanding as of December 31, 2025. If the 2022 award milestones, as defined, are not achieved by January 31, 2032, then these unvested options will be forfeited. The Company has not recognized stock compensation expense for these unvested stock options granted during 2022 as of December 31, 2025 because, for accounting measurement purposes, it is not highly probable that the performance conditions will be achieved. The estimated unrecognized stock-based compensation expense to be recognized if and when the performance conditions are considered highly probable of being achieved could be up to \$0.5 million for the 2022 awards as of December 31, 2025. The average remaining life of the outstanding milestone-based stock option awards was 6.1 years for the 2022 awards as of December 31, 2025.

In addition to stock options, the Company issues performance-based restricted stock units ("RSUs") under the 2016 Plan with two-tiered vesting conditions which include a service requirement and a liquidity event requirement. The service condition of the RSUs will be met provided the participant is in continuous service over the defined period of time generally 12 to 48 months. The liquidity event requirement will be satisfied on the effective date of an initial public offering or the date of an acquisition that constitutes a change in control. The RSUs will vest ratably over the continuous service period upon the occurrence of a liquidity event and will automatically convert to shares of common stock on a one-to-one basis. RSUs shall be settled no later than March 15 of the calendar year following the calendar year in which each vesting event occurs.

During 2025, the Company granted 9,920 RSUs under the 2016 Plan with a weighted average grant date price per unit of $12.15 and 6,981 RSUs with a weighted average grant date price per unit of $8.37 were forfeited. During 2024, the Company granted 117,944 RSUs under the 2016 Plan with a weighted average grant date price per unit of $8.37, and 312,934 RSUs with a weighted average grant date price per unit of $6.07 were forfeited. There were no RSUs vested during 2025 or 2024. As of December 31, 2025, the Company had a total of 385,949 nonvested RSUs outstanding and the total pretax compensation cost not yet recognized by the Company with regard to unvested RSUs was $3 million. The weighted average period over which this compensation cost is expected to be recognized is 0.6 years.

18. REVENUE RECOGNITION

The Company recognizes revenue in accordance with two accounting standards: (1) Topic 842, which addresses lease accounting, and (2) Topic 606, which addresses revenue from contracts with customers.

The following table disaggregates the Company’s revenue based on type and the applicable accounting standard (In millions):

	Years Ended December 31,								
	2025			2024			2023		
	Topic 842	Topic 606	Total	Topic 842	Topic 606	Total	Topic 842	Topic 606	Total
Equipment rental	$ 2,152	$ –	$ 2,152	$ 1,649	$ –	$ 1,649	$ 1,335	$ –	$ 1,335
Ancillary and other rental revenue:									
Delivery and pick-up	85	81	166	64	62	126	49	50	99
Other equipment rental	102	17	119	74	18	92	63	14	77
Total equipment rental and related services	2,339	98	2,437	1,787	80	1,867	1,447	64	1,511
Equipment sales (new and used)[(1)]	–	1,541	1,541	–	1,676	1,676	–	879	879
Equipment parts, supplies, and services:									
Equipment parts and supplies sales	–	98	98	–	79	79	–	61	61
Services	–	174	174	–	78	78	–	52	52
Total equipment parts, supplies, and services	–	272	272	–	157	157	–	113	113
Platform revenue:									
Telematics	–	66	66	–	32	32	–	21	21
Other	–	63	63	–	32	32	–	33	33
Total revenues	$ 2,339	$ 2,040	$ 4,379	$ 1,787	$ 1,977	$ 3,764	$ 1,447	$ 1,110	$ 2,557

(1) For the years ended December 31, 2025, 2024, and 2023, equipment sales to OWN Program participants were $1,296 million, $1,474 million, and $706 million, respectively. For the years ended December 31, 2025, 2024, and 2023, equipment sales to contractors and other end users were $245 million, $202 million, and $173 million, respectively.

The Company's Equipment Rental and Services Operations segment revenue (see Note 24) is comprised of equipment rental and related services and equipment parts, supplies, and services revenue presented in the table above.

The disaggregation of the Company's revenue from contracts to customers as reflected above, coupled with the reportable segment disclosures (see Note 24), depicts how the nature, amount, timing and uncertainty of the Company's revenue and cash flows are affected by economic factors.

Equipment rental sublease income was $1,210 million, $827 million and $559 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Revenue for lease arrangements with customers (Topic 842)

Equipment rental revenue: The Company is in the business of renting equipment that is owned by the Company or rented from vendors, contractors, and others and then re-rented to the Company's third-party customers. Such arrangements are accounted for as operating leases with the Company as a lessor and governed by the standard rental contract.

As a lessor of rental equipment to customers, revenue is recognized in the period earned on a straight-line basis over the contract term, regardless of timing of billing to customers. A rental contract term can be daily, weekly, or monthly (28 days), and is billed when the monthly rental charge is achieved, or at the completion of the rental contract, whichever is sooner. From time to time, the Company provides an option for the lessee to purchase the rented equipment at the end of the lease, however, the Company does not generate material revenue from sales of equipment under such rental purchase option arrangements.

Equipment rental revenue includes revenue generated by the Company, as a sublessor, from equipment that is owned by others who are participants in the Company's OWN Program. Under the OWN Program, the owner's equipment is fully enabled with the Company's T3 telematics and placed on the Company's platform to be rented. Rental revenue generated while the equipment is rented to the Company's customers is shared between the Company and the owner of the equipment. The Company may also provide other services under the OWN Program, such as maintenance, insurance, and remarketing services. Rental revenue generated from the OWN Program is divided between the Company and the owner of the equipment, and for the duration of the arrangement the Company manages the owner's equipment utilizing the T3 operating system.

Ancillary and other equipment rental revenues: Delivery fees charged are variable, based on the type of equipment being delivered, the requested delivery time, the distance of the delivery and other relevant considerations. Delivery occurs before the rental period begins and, therefore, delivery fees charged are recognized over the monthly rental period.

Other equipment rental revenue is primarily comprised of (i) revenue generated from customers who purchase rental insurance coverage to protect against potential damages or loss to the equipment rented and (ii) environmental fees assessed on the rental asset. Rental insurance coverage revenue is recognized as revenue in the period earned on a straight-line basis over the contract term, regardless of timing of billing to customers. Environmental fee revenue is recognized in the period earned on a straight-line basis over the contract term.

Revenues from contracts with customers (Topic 606)

Pick-up services: Pick-up services are at the customer's option after the lease has terminated, and control of the asset no longer resides with the lessee. Accordingly, the Company recognizes revenue from pick-up services at the point in time when the pick-up service has been provided, regardless of timing of billing to customers.

Fuel recovery fees: Similar to pick-up services, fuel recovery charges are at the customer's option after the lease has terminated, and control of the asset no longer resides with the lessee. Accordingly, fuel recovery fees, which are included in other equipment rental, are recognized at the point in time when the customer elects the service and the service has been provided by the Company.

Equipment sales (new and used) and equipment parts and supplies sales: The Company recognizes revenue on sales of new equipment and used equipment, as well as revenue on sales of parts and supplies, at the point in time when it has a contract in place and satisfies the performance obligation by transferring control of the product or service to a customer. The amount of revenue recognized reflects the consideration the Company expects to be entitled to in exchange for such products or services. The Company recognizes revenue on sales of new equipment, used equipment, and parts and supplies when control has transferred to the customer, which is typically when the asset is picked up, delivered to the customer, or when significant risks and rewards of ownership have passed to the customer. In certain cases, the Company acts as the agent for the sale of new equipment, resulting in the new equipment sales revenue being presented net of new equipment cost of revenues in the equipment sales revenue on the accompanying consolidated statements of net income. Otherwise, the Company presents new and used equipment sales on a gross basis within equipment sales revenue and the related equipment sales cost of revenues on the accompanying consolidated statements of net income. As described above, the Company sells equipment assets to other parties and may allow the purchaser of the equipment to place the equipment asset in the OWN Program to be rented to the Company's customers. Sales and other tax amounts collected from customers and remitted to government authorities are accounted for on a net basis and excluded from revenue.

Service revenue: Service revenue is primarily comprised of (i) warranty services and (ii) maintenance services and other miscellaneous services. Warranty services revenue represents compensation for the service work the Company has performed on behalf of the OEM in order to fulfill the warranty extended by the OEM to the customer. Warranty revenue and the related receivable are short-term in nature and revenue is recognized at the point in time when the repair service has been provided by the Company. The Company acts as the principal in these transactions and, therefore, warranty revenue earned and warranty expense incurred are presented on a gross basis within revenues and cost of revenues in the accompanying consolidated statements of net income. Maintenance services and other miscellaneous services revenue represents compensation for maintenance work the Company has performed for customers and is recognized at the point in time when the services are performed, or under certain OWN Program arrangements, the Company has a stand-ready performance obligation to provide maintenance services and revenue is recognized over the contract service period.

Telematics revenue: Telematics revenue includes (i) the sale of subscriptions to the Company's telematics services, which are recognized on a straight-line basis over the period corresponding to the telematics subscriptions that are sold separately to customers; (ii) as an allocation of the transaction consideration from equipment rentals for the non-lease component of the rental arrangements, which is recognized on a straight-line basis over time based on the monthly period for equipment rentals; or (iii) the sale of custom electronic components, including telematics tracker devices and cloud-based access control keypads.

Other: Other platform revenue includes sales of building materials and hardware supplies, which are recognized at a point in time when the products are purchased and picked up by the customer from one of the Company's store locations.

Contract assets and liabilities

The Company does not have material contract assets or material contract liabilities associated with contracts with customers. The Company's contracts with customers do not result in material amounts billed to customers in excess of recognizable revenue. The Company did not recognize material revenues during the years ended December 31, 2025 or 2024 that were contract liabilities at the beginning of such periods.

19. INCOME TAXES

For financial reporting purposes, income before income taxes includes the following components (In millions):

	Years Ended December 31,		
	2025	2024	2023
United States	$ 53	$ 5	$ 21
Foreign	1	1	–
Income before income taxes	$ 54	$ 6	$ 21

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The components of the provision for income taxes are as follows (In millions):

	Years Ended December 31,		
	2025	2024	2023
Current:			
Federal	$ (1)	$ 1	$ –
State	4	2	–
Total current	3	3	–
Deferred:			
Federal	13	(1)	3
State	(2)	1	1
Total deferred	11	–	4
Total (current and deferred):			
Federal	12	–	3
State	2	3	1
Total	$ 14	$ 3	$ 4

A reconciliation of the amount computed by applying the federal statutory income tax rate of 21% to pre-tax income as compared to the total income tax provision recorded are as follows (In millions):

	Years Ended December 31,					
	2025		2024		2023	
Income taxes at federal statutory rate	$ 11	21 %	$ 1	21 %	$ 5	21 %
State income taxes, net of federal benefit[1]	–	–	2	34	1	5
Unrecognized tax benefits	1	1	–	–	(4)	(14)
Research and development credit	(1)	(2)	(2)	(38)	1	3
Nontaxable or nondeductible items:						
Meals and entertainment	2	4	1	23	1	5
Stock based compensation expense	1	1	1	11	–	–
Total income tax provision	$ 14	25 %	$ 3	51 %	$ 4	20 %

(1) The states that, in aggregate, accounting for over 50 percent of the effect of the state and location income taxes shown above were: (1) for 2025, California, Colorado, Missouri, New Jersey, Oklahoma and Texas.

The components of the deferred income tax assets (liabilities) are as follows (In millions):

	December 31, 2025	December 31, 2024
Deferred tax assets		
Allowance for doubtful accounts	$ 16	$ 10
Tax credit carryforwards	6	1
Net operating loss carryforwards	357	109
Non-deductible claims	8	–
Interest disallowance	122	108
Lease liability	174	148
Deferred finance liability	16	21
Other deferred tax assets	15	18
Total deferred tax assets	714	415
Deferred tax liabilities		
Rental equipment, property and other fixed assets	(545)	(282)
Intangible assets	(34)	(13)
Right of use asset	(162)	(137)
Other deferred tax liabilities	(16)	(14)
Total deferred tax liabilities	(757)	(446)
Deferred tax liabilities, net	$ (43)	$ (31)

As of December 31, 2025, a deferred tax asset of $327 million was recorded for unutilized federal net operating loss carryforwards ("NOL carryforwards"). The total federal NOL carryforwards are $1,555 million, of which $1,538 million have an indefinite carryforward period, while the remainder expire in 2037. State NOL carryforwards have generated a deferred tax asset of $31 million. While some state NOLs will not expire, others will expire between 2028 and 2043.

In determining the valuation allowance, an assessment of positive and negative evidence was performed regarding realization of the net deferred tax assets in accordance with Topic 740. This assessment included the evaluation of scheduled reversals of deferred tax liabilities, the availability of carryforwards and estimates of projected future taxable income. At December 31, 2025, no valuation allowance was recorded against deferred tax assets. The Company concluded that the deferred tax assets of $714 million will be realized and as such, no valuation allowance was recorded.

The Company also has income tax credits for research and development. These credits have a twenty-year carryforward life and expire in 2044.

The following table summarizes the gross amounts of unrecognized tax benefits without regard to reduction in tax liabilities or additions to deferred tax assets and liabilities if such unrecognized tax benefits were settled (In millions):

	December 31, 2025	December 31, 2024
Beginning balance	$ –	$ –
Additions based on tax positions related to current year	1	–
Additions based on tax positions related to prior years	–	–
Reductions based on tax positions related to prior years	–	–
Ending balance	$ 1	$ –

The Company had $1 million and $0.1 million of unrecognized tax benefits at December 31, 2025 and 2024, respectively, of which $1 million and $0.1 million, respectively, would affect the effective tax rate if recognized. The Company did not accrue interest or penalties related to current additions of unrecognized tax benefits based on the nature of the position.

For the year ended December 31, 2025, the Company paid $6 million in income taxes, net of refunds, consisting of zero to U.S. federal authorities and $6 million to U.S. state authorities. U.S. state incomes taxes for states that exceeded five percent of total income taxes paid were: Texas ($2 million), Florida ($2 million), Virginia ($0.3 million), Ohio ($0.3 million) and New Jersey ($0.3 million), with the remaining balance paid to other states.

The Company files income tax returns in the U.S. and various state and local jurisdictions where the statutes of limitations generally range from three to five years. As of December 31, 2025, the Company is no longer subject to U.S. federal and state examinations by tax authorities for years before fiscal 2021.

On July 4, 2025, the One Big Beautiful Bill Act ("OB3 Act") was signed into law. Among other changes, the OB3 Act includes key provisions that make 100% bonus depreciation permanent, allow for the expensing of domestic research costs, and modify the business interest expense limitation calculation. The OB3 Act had an immaterial impact to the Company's effective tax rate for the year ended December 31, 2025.

20. RELATED PARTY TRANSACTIONS

Transactions with Investee

The Company purchased telematics tracker devices from an equity method investee totaling approximately $11 million, $22 million and $8 million for the years ended December 31, 2025, 2024 and 2023, respectively. Design and development services paid to the same equity method investee were $1 million, $1 million and $1 million for the years ended December 31, 2025, 2024 and 2023, respectively, and included in selling, general and administrative expenses on the consolidated statements of net income. Amounts owed to the same equity method investee, included in accounts payable, were $1 million as of December 31, 2024, and these amounts are included in accounts payable on the consolidated balance sheets.

In connection with the acquisition of Morey (see Note 22), the Company acquired a 50.1% ownership interest in 10G, a joint venture arrangement accounted for under the equity method. For the period from September 19, 2025, to December 31, 2025, the Company recognized revenue from sales to 10G of $9 million, which are included in telematics platform revenue on the consolidated statements of net income. At December 31, 2025, the Company had amounts due from 10G of $2 million, which are included in accounts receivable on the consolidated balance sheets, and amounts owed to 10G of $0.2 million, which are included in accounts payable on the consolidated balance sheets.

The Company holds a 26.95% noncontrolling interest in Powers (see Note 8). The Company purchases insurance coverage through a wholly owned subsidiary of Powers, acting as an agent. For the year ended December 31, 2025, the Company purchased insurance policies through this equity method investee and recognized $8 million of insurance expense in selling, general and administrative expenses on the consolidated statements of net income. At December 31, 2025, the Company had $2 million of prepaid insurance related to these policies, which are included in prepaid costs on the consolidated balance sheets.

Transactions with Entities Owned or Controlled by the Co-Founders

The Company has entered into various transactions with related party entities either owned or controlled by the Company's Chief Executive Officer or the President.

Revenues

During the years ended December 31, 2025, 2024 and 2023, the Company recognized the following revenues from transactions with entities owned or controlled by the Co-Founders:

- Approximately $3 million, $15 million and $25 million, respectively, of equipment rental and related services revenues, including equipment rental revenues whereby the Company acts as an agent in the rental arrangement.
- $128 million, $346 million and $196 million, respectively, of equipment sales revenues. A portion of the equipment sales for the years ended December 31, 2025, 2024 and 2023, were agent OEM transactions and the related cost of the equipment sold of $49 million, $70 million, and $115 million, respectively, is presented net of the associated equipment sales revenues for these periods on the consolidated statements of net income. The equipment sold was subsequently listed on the Company's marketplace under the OWN Program.
- $4 million, $4 million and $7 million, respectively, of equipment parts, supplies and services revenues; and $1 million, $1 million and zero, respectively, of T3 telematics services revenues relating to equipment enrolled under the OWN Program.

In addition, the Company recognized $2 million and $0.1 million for the years ended December 31, 2025 and 2024, respectively, in sales of building materials and hardware supplies to the Co-Founders, which are included in other platform revenues on the consolidated statements of income. There were no similar sales during 2023.

OWN Program payouts

OWN Program payouts to entities owned or controlled by the Co-Founders were $40 million, $74 million and $56 million for the years ended December 31, 2025, 2024 and 2023, respectively, included in cost of revenues on the consolidated statements of net income. At December 31, 2024, the Company had accrued expenses under the OWN Program due to entities owned or controlled by the Co-Founders of $4 million. At December 31, 2025, there were no accrued expenses under the OWN Program due to entities owned or controlled by the Co-Founders.

Assignment of property site purchase rights and construction developer fees

For the years ended December 31, 2025 and 2024, the Company recognized $3 million and $5 million, respectively, of other miscellaneous income for the assignment of new property site purchase rights and related transaction services and $5 million and $1 million, respectively, for construction developer fees provided to entities owned or controlled by the Co-Founders. These amounts are included in other income, net on the consolidated statements of net income. There were no such amounts recognized during 2023.

Accounts receivable and other current assets

At December 31, 2025 and 2024, the Company had receivables due from entities owned or controlled by the Co-Founders related to the transactions described above in the amounts of $19 million and $36 million, respectively, which are included in accounts receivable or other current assets on the consolidated balance sheets.

Leases

The Company leases or has leased certain properties, facilities, vehicles, and aircraft for its operations under various lease arrangements with entities owned or controlled by the Co-Founders. Lease expenses associated with various operating lease arrangements with entities owned or controlled by the Co-Founders were $4 million, $4 million and $3 million for the years ended December 31, 2025, 2024 and 2023, respectively, which are included in direct operating costs or selling, general and administrative expenses on the consolidated statements of net income. At December 31, 2025, the Company had operating lease right of use assets and operating lease liabilities under lease arrangements with entities owned or controlled by the Co-Founders of $6 million and $6 million, respectively. At December 31, 2024, the Company had operating lease right of use assets and operating lease liabilities under lease arrangements with entities owned or controlled by the Co-Founders of $33 million and $30 million, respectively.

The Company recognized variable lease expense, short-term rental expense, and other miscellaneous expenses, which are included in direct operating costs or selling, general and administrative expenses on the consolidated statements of net income, of $3 million, $0.4 million and $1 million for the years ended December 31, 2025, 2024 and 2023, respectively, primarily relating to certain leases and short-term rentals from entities owned or controlled by the Co-Founders.

During the years ended December 31, 2025 and 2024, the Company made payments of $3 million and $1 million under property finance lease arrangements with entities owned or controlled by the Co-Founders, respectively. At December 31, 2025 and 2024, the Company had finance lease liabilities under finance lease arrangements with entities owned or controlled by the Co-Founders of $29 million and $30 million, respectively.

During the year ended December 31, 2025, the Company acquired from the Co-Founders operating lease arrangements for a fleet of vehicles, certain properties, and other contractual rights where the lessor or counterparty is a third-party and, as a result, the Company recognized operating lease liabilities of $26 million with a corresponding amount to right-of-use assets.

Purchases of rental equipment, parts, supplies and other

During the years ended December 31, 2025 and 2024, the Company purchased $22 million and $133 million, respectively, of equipment previously enrolled in the OWN Program from entities owned or controlled by the Co-Founders. The equipment purchased was added to the Company's rental fleet, and is included in rental equipment, net, on the consolidated balance sheets. There were no equipment purchases from entities owned or controlled by the Co-Founders during 2023.

During the year ended December 31, 2025, the Company also purchased containers and vehicles for approximately $5 million and other miscellaneous equipment, parts and supplies for $1 million from an entity owned or controlled by the Co-Founders. The containers and vehicles purchased were added to the Company's rental equipment and are included in rental equipment, net on the consolidated balance sheets.

During the years ended December 31, 2025, 2024 and 2023, the Company recognized other expenses for transactions with entities owned or controlled by the Co-Founders in the amounts of $1 million, $0.1 million, and $0.1 million, respectively, which are included in selling, general and administrative expenses on the consolidated statements of net income.

Purchases of property and other fixed assets

During the years ended December 31, 2025, 2024 and 2023, entities owned or controlled by the Co-Founders provided construction services to the Company in the amounts of $0.4 million, $1 million and $1 million, respectively, which were capitalized to property and other fixed assets.

Accounts payable

At December 31, 2025 and 2024, amounts due to entities owned or controlled by the Co-Founders were $0.1 million and $0.4 million, respectively, which are included in accounts payable on the consolidated balance sheets.

Cash equivalents

During the years ended December 31, 2025 and 2024, the Company deposited $15 million and $5 million, respectively, into a money market account at a financial institution in which the Co-Founders have an ownership interest. As of December 31, 2025 and 2024, the Company had an aggregate of $21 million and $5 million, respectively on deposit in a money market account with this financial institution, which is included in cash and cash equivalents on the consolidated balance sheets. For the year ended December 31, 2025, the funds on deposit earned $1 million of interest income, which is included in other income, net on the consolidated statements of net income. Interest income earned on deposits during the year ended December 31, 2024 was de minimus.

Acquisitions

On December 12, 2024, the Company, through its wholly owned subsidiary, acquired substantially all of the business operations of two building supplies, lumber, and hardware stores from an entity that is owned or ultimately controlled by the Co-Founders for an aggregate purchase price of $2 million. The purchase price was preliminarily allocated to the estimated fair value of net assets acquired at the acquisition date, including $0.4 million to accounts receivable, $1 million to inventories, and $0.4 million to property and other fixed assets. No goodwill resulted from this transaction.

The Company does not provide any financial support or guarantee any debt of the related party entities involved in the transactions described above.

21. FAIR VALUE MEASUREMENTS AND OTHER

The fair value measurements relating to cash equivalents, short-term investments (included in other current assets), and interest rate swap derivative instruments (included in other assets) are categorized in the fair value hierarchy as follows (In millions):

	December 31, 2025			
	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 62	$ –	$ –	$ 62
Short-term investments:				
Mutual funds	5	–	–	5
Equity securities	30	2	–	32
Common stocks	5	–	–	5
Corporate bonds	–	9	–	9
U.S. government bonds	25	1	–	26
Real estate investment trust	–	1	–	1
Total	$ 127	$ 13	$ –	$ 140

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 69	$ –	$ –	$ 69
Short-term investments:				
Mutual funds	5	–	–	5
Equity securities	21	–	–	21
Common stocks	1	–	–	1
Corporate bonds	–	6	–	6
U.S. government bonds	17	–	–	17
Real estate investment trust	–	1	–	1
Interest rate swap derivative	–	6	–	6
Total	$ 113	$ 13	$ –	$ 126

The carrying amounts presented on the consolidated balance sheets for accounts receivable, accounts payable, and other liabilities approximate their fair values due to the short-term maturity of these financial instruments.

The fair values of long-term debt, excluding the Company's Notes, approximate their book values as of December 31, 2025 and 2024. The aggregate fair value of the Company's Notes which are categorized in Level 2 of the fair value hierarchy, is estimated based on observable inputs other than quoted prices in active markets and approximated $2,237 million and $2,212 million as of December 31, 2025 and 2024, respectively.

Investments in equity securities in which the Company does not have significant influence of $29 million and $19 million as of December 31, 2025 and 2024, respectively, are carried at cost under the measurement alternative for equity investments that do not have readily determinable fair values. Investments in equity securities in which the Company has significant influence, but not control, of $30 million and $35 million as of December 31, 2025 and

2024, respectively, are carried under the equity method. These amounts are reported as Investments in non-consolidated affiliates on the accompanying consolidated balance sheets.

The Company recognized $26 million and $14 million of realized and unrealized gains on short-term investments and investments in non-consolidated affiliates during the years ended December 31, 2025 and 2024, respectively, and $2 million of realized and unrealized losses during the year ended December 31, 2023, which are included in other income, net on the consolidated statements of net income.

The Company recognized $5 million, $5 million and $4 million of interest income from interest bearing cash and money market accounts during the years ended December 31, 2025, 2024 and 2023, respectively, which are included in other income, net on the consolidated statements of net income.

22. ACQUISITIONS

The Company accounts for business combinations using the acquisition method as defined in Topic 805. Management uses its best estimates and assumptions to value the assets acquired and liabilities assumed at the acquisition date. Such estimates are inherently uncertain and may be subject to refinement. As a result, during the measurement period of up to one year from the acquisition date, the Company may record adjustments to the acquisition accounting, to the extent new information becomes available.

The Morey Corporation

Prior to 2022, the Company acquired a 49.9% noncontrolling ownership interest in Morey, a business that designs, manufactures, and sells custom electronic components, including telematics tracker devices and cloud-based access control keypads. The Company installs telematics tracker devices and access control keypads on its rental equipment, as well as equipment owned by third-parties who purchase subscriptions to the Company's T3 platform (software-as-a-service). On September 19, 2025, the Company entered into a stock purchase agreement to acquire 218,492 shares of common stock of Morey, representing fifty and one-tenths percent (50.1%) of the outstanding ownership interest in Morey. The estimated acquisition-date fair value of the purchase price for the 50.1% controlling ownership interest in Morey was $33 million, including: (i) cash of $11 million, plus (ii) the issuance of 533,333 shares of the Company's common shares with an acquisition-date estimated fair value of $9 million, plus (iii) the repayment of $13 million of debt owed by Morey at closing.

Pursuant to the accounting guidance under Topic 805 in connection with a business combination achieved in stages, the Company used a provisional estimate of Morey's equity value to remeasure its previously held 49.9% noncontrolling ownership interest in Morey from $14 million to its acquisition-date estimated fair value of $22 million, recognizing a gain of $8 million, included in other income, net on the accompanying consolidated statements of net income for the year ended December 31, 2025. The Company measured the previously held interest based upon the acquisition price of the remaining 50.1% interest acquired, inclusive of a control premium consideration. The transaction resulted in Morey becoming a wholly-owned subsidiary of the Company.

The table below summarizes the fair values of the assets acquired and liabilities assumed. The purchase price allocation for these assets and liabilities are based on preliminary valuations and are subject to change as the Company obtains additional information during the acquisition measurement period (In millions):

Cash and cash equivalents	$	2
Accounts receivable		11
Inventories		16
Prepaid costs and other assets		1
Property and equipment		5
Capitalized software		1
Right of use assets, operating		16
Investment in 10G LLC (joint venture)		10
Intangible assets		26
Total identifiable assets acquired		88
Accounts payable		(16)
Accrued liabilities		(4)
Other liabilities		(3)
Operating lease liabilities		(16)
Total liabilities assumed	$	(39)
Net identifiable assets acquired		49
Goodwill [1]	$	6
Net assets acquired	$	55

(1) Goodwill is assigned to all other business activities. The Company has not yet obtained all information required to finalize the valuation of intangible assets acquired. Accordingly, the fair value of net identifiable assets acquired and goodwill could change from the amounts presented in this table upon the finalization of the fair value assumptions for identifiable intangible assets acquired. None of the goodwill is expected to be deductible for income tax purposes.

Assuming the acquisition of the controlling ownership interest in Morey had occurred as of January 1, 2024, the pro forma effect on revenue and earnings are not material to the consolidated statements of net income.

Building Materials and Hardware Retail Stores

During the year ended December 31, 2025, the Company, through its wholly owned subsidiaries, entered into six separate purchase agreements to acquire substantially all of the business operations of nine building supplies, lumber, and hardware retail stores for an aggregate purchase price of $18 million, of which $17 million was paid. No goodwill resulted from these transactions. The purchase price was preliminarily allocated to the estimated fair value of net assets acquired as of their respective acquisition dates, including $4 million of accounts receivable, $10 million of inventories, $4 million of property and other fixed assets, $1 million of accounts payable, and $0.3 million of accrued liabilities. Assuming the acquisition of these businesses were consummated as of January 1, 2024, the pro forma effect on revenue and earnings are not material to the consolidated financial statements.

During 2024, the Company, through its wholly owned subsidiaries, entered into four separate purchase agreements to acquire substantially all of the business operations of five building supplies, lumber, and hardware stores for an aggregate purchase price of $7 million, which was paid in cash. The purchase prices were allocated to the estimated fair value of net assets acquired as of their respective acquisition dates, including $1 million to accounts receivable, $4 million to inventories, and $2 million to property and other fixed assets. Refer to Note 20, *Related Party Transactions*, for additional information. Management uses its best estimates and assumptions to value the assets acquired and liabilities assumed at the acquisition date. Such estimates are inherently uncertain and may be subject to refinement. As a result, during the measurement period within one year from the acquisition date, the Company recorded adjustments to the acquisition accounting, to the extent new information became available including, but not limited to, management's assessment of inventories, vehicles, furniture, fixtures and improvements. These transactions resulted in approximately $1 million of tax-deductible goodwill.

Countless Supply and B&B Warehouse

On April 30, 2025, the Company entered into purchase agreements to acquire substantially all of the assets and operations of construction industrial supplies businesses known as Countless Supply and B&B Warehouse, located in Deer Park, Texas, for an aggregate purchase price of $8 million, which was paid in cash. The purchase price was preliminarily allocated to the estimated fair value of net assets acquired of $3 million and $5 million to goodwill, respectively. The goodwill relating to these acquisitions is expected to be deductible for income tax purposes over a fifteen year period. Assuming the acquisition of these businesses had occurred as of January 1, 2024, the pro forma effect on revenue and earnings would not have been material to the consolidated financial statements.

23. COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in various claims and legal actions. These matters include, but are not limited to, claims arising from the operation of rented equipment, workers' compensation claims, and alleged breaches of obligations of certain employees to former employers. Management believes that such claims and legal actions taken against the Company are without merit and the Company intends to vigorously defend itself in these cases. Management is of the opinion that the ultimate resolution of any ongoing litigation and related matters, individually or in the aggregate, will not have a material adverse effect on the Company’s consolidated financial position, results of operations, or cash flows.

24. SEGMENT INFORMATION

The Company has two reportable segments: (1) Equipment Rental and Services Operations, and (2) Equipment Sales. Equipment Rental and Services Operations are comprised of recurring activity performed at the Company's full-service branch locations, such as equipment rentals and related services (including allocated telematics revenue related to rental customer access to the T3 platform), and sales of parts, supplies and maintenance services to construction contractors and others. Equipment Sales are comprised of sales by the Company of new or used equipment made at any of the Company's branch locations and dealership sites, including equipment sales to participants in the OWN Program. All other business activities, which include telematics SaaS subscriptions, software applications, and related telematics devices purchased by customers for their owned fleet, as well as building materials and hardware supplies, are included in “All Other.” The Company generates all of its revenue in the U.S. and all long-lived assets are located in the U.S.

These segments are based upon revenue streams and how the chief operating decision maker (“CODM”) of the Company allocates resources and assesses performance. The Company’s Chief Executive Officer is the CODM. The CODM uses Segment Adjusted EBITDA to make resource allocation decisions and to assess the performance of these segments. The CODM uses Segment Adjusted EBITDA to evaluate segment performance without regard to potential distortions and to assess period-over-period growth. Excluding OWN Program payouts and equipment operating lease expense from Equipment Rental and Services Operations Segment Adjusted EBITDA provides the CODM with a more meaningful metric to compare operating performance to industry peers who do not source their equipment fleet through lease arrangements. The most significant decisions made by the CODM relate to site expansion, capital deployment, and employee hiring, among other things.

Significant expenses regularly provided to the CODM and reported in Segment Adjusted EBITDA include segment cost of revenues and segment selling, general, and administrative expenses. Segment cost of revenues for the Equipment Rental and Services Operations segment includes direct operating costs, excluding equipment and vehicle operating lease expense. Segment cost of revenues for the Equipment Sales segment includes the cost of equipment sales. Segment cost of revenues for All Other business activities includes platform expenses. Segment Adjusted EBITDA also excludes operating expenses related to OWN Program payouts, depreciation expense on rental equipment, and amortization expense on capitalized software. Segment selling, general and administrative expenses exclude depreciation expense related to the Company’s property and other fixed assets. There are no other significant segment expenses.

The accounting policies of the reportable segments are consistent with those described in Note 2: *Summary of Significant Accounting Policies* in the Company's Audited Consolidated Financial Statements as of and for the year ended December 31, 2025. In the second quarter of 2025, following a change in the information regularly reviewed by the CODM, the Company began to disclose total assets by segment. Prior to the second quarter of 2025, total assets by segment were not disclosed because this information was not regularly reviewed by the CODM and used to assess performance and allocate resources. Certain corporate selling, general and administrative expenses, including corporate employee compensation, technology costs, professional service fees, and insurance expenses are deemed to be of an operating nature and are allocated to each segment based primarily on segment employee headcount. There were no sales or transactions between segments for any of the periods presented. The Company retains various unattributed assets at the general corporate level, which the Company refers to as "Shared Resources" in the table below. Assets identified as Shared Resources primarily consist of cash, investments, property and other fixed assets and property right of use assets. All other costs and assets are directly attributable to the segments. The Company does not compile discrete financial information for segments other than the information presented below.

The following table presents information about reportable segments (In millions):

	Year Ended December 31, 2025			
	Equipment Rental and Services Operations	Equipment Sales	All Other	Total
Equipment rental, parts, supplies and services	$ 2,709	$ –	$ –	$ 2,709
Equipment sales	–	1,541	–	1,541
Telematics	15	–	51	66
Sales of building materials, small tools, and hardware supplies	–	–	63	63
Total revenues	$ 2,724	$ 1,541	$ 114	$ 4,379
Significant expenses:				
Segment cost of revenues	773	1,237	68	
Segment selling, general and administrative expenses	812	28	59	
Segment Adjusted EBITDA	$ 1,139	$ 276	$ (13)	$ 1,402

	Year Ended December 31, 2024			
	Equipment Rental and Services Operations	Equipment Sales	All Other	Total
Equipment rental, parts, supplies and services	$ 2,024	$ –	$ –	$ 2,024
Equipment sales	–	1,676	–	1,676
Telematics	11	–	21	32
Sales of building materials, small tools, and hardware supplies	–	–	32	32
Total revenues	$ 2,035	$ 1,676	$ 53	$ 3,764
Significant expenses:				
Segment cost of revenues	578	1,400	30	
Segment selling, general and administrative expenses	641	29	31	
Segment Adjusted EBITDA	$ 816	$ 247	$ (8)	$ 1,055

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Year Ended December 31, 2023			
	Equipment Rental and Services Operations	Equipment Sales	All Other	Total
Equipment rental, parts, supplies and services	$ 1,624	$ –	$ –	$ 1,624
Equipment sales	–	879	–	879
Telematics	8	–	13	21
Sales of building materials, small tools, and hardware supplies	–	–	33	33
Total revenues	$ 1,632	$ 879	$ 46	$ 2,557
Significant expenses:				
Segment cost of revenues	435	728	29	
Segment selling, general and administrative expenses	441	28	31	
Segment Adjusted EBITDA	$ 756	$ 123	$ (14)	$ 865

The following table reconciles total Segment Adjusted EBITDA to income before income taxes (In millions):

	Year Ended December 31,		
	2025	2024	2023
Segment Adjusted EBITDA	$ 1,402	$ 1,055	$ 865
Equipment operating lease expense	(26)	(85)	(111)
OWN Program payouts	(714)	(420)	(209)
Depreciation expense on rental equipment	(300)	(293)	(280)
Depreciation expense on property and other fixed assets	(42)	(27)	(9)
Amortization expense on capitalized software and intangible assets	(23)	(12)	(6)
Gain on sale of properties and other assets	1	20	10
Loss on debt extinguishment	(8)	—	(30)
Interest expense	(285)	(261)	(213)
Other income, net	49	29	4
Income before income taxes	$ 54	$ 6	$ 21

The following table presents information about identified assets by reportable segment (In millions):

	December 31, 2025	December 31, 2024
Segment identified assets:		
Equipment Rental and Service Operations	$ 3,948	$ 3,025
Equipment Sales	160	213
All Other	274	167
Shared Resources	1,605	1,411
Total assets	$ 5,987	$ 4,816

The following table presents information about cash flows from investing activities by reportable segment (In millions):

	December 31, 2025		December 31, 2024	
	Equipment Rental and Services Operations	Equipment Sales	Equipment Rental and Services Operations	Equipment Sales
Cash flows from investing activities:				
Purchases of rental equipment	(1,780)	–	(1,586)	–
Proceeds from sale of rental equipment	–	1,160	–	1,323

25. EARNINGS PER SHARE

Basic earnings per share is calculated using the two-class method as the Company’s convertible preferred stock is considered a participating security because these shares participate in dividends on an as-converted basis with common stock. The two-class method requires an allocation of earnings to all participating securities. Basic earnings per share is calculated by dividing net income (loss) attributable to common shareholders by the weighted average number of common shares outstanding for the period. The participating securities are not required to participate in the losses of the Company, and therefore during periods of loss there is no allocation required under the two-class method between common and participating securities. The Company calculated diluted earnings per share using the more dilutive of either the two-class, if-converted method or the treasury stock method. For the years ended December 31, 2025, 2024 and 2023 the two-class, if-converted method and the treasury stock method yielded the same result. Diluted earnings per common share is computed by dividing net (loss) income attributable to common shareholders by the weighted average number of common shares plus the effect of dilutive potential common shares outstanding during the period.

The following table sets forth the computation of basic and diluted earnings per common share (In millions):

	Years Ended December 31,		
	2025	2024	2023
Basic earnings per common share:			
Net income	$ 40	$ 3	$ 17
Loss (income) attributable to noncontrolling interests	–	–	–
Less: Deemed dividends on perpetual preferred stock	(37)	(40)	(32)
Net (loss) income attributable to common shareholders	3	(37)	(15)
Less: Earnings allocated to participating securities	(2)	–	–
Net (loss) income attributable to common shareholders - Basic	1	(37)	(15)
Weighted average common shares outstanding - Basic	78	77	75
Basic earnings (loss) per common share	$ 0.01	$ (0.48)	$ (0.20)

	Years Ended December 31,		
	2025	2024	2023
Diluted earnings per share:			
Net income	$ 40	$ 3	$ 17
Loss (income) attributable to noncontrolling interests	–	–	–
Less: Deemed dividends on perpetual preferred stock	(37)	(40)	(32)
Net (loss) income attributable to common shareholders - Diluted	3	(37)	(15)
Weighted average common shares outstanding	78	77	75
Dilutive effect of employee stock options	6	—	—
Dilutive effect of participating securities	142	—	—
Weighted average common shares outstanding - Diluted	226	77	75
Diluted earnings (loss) per common share	$ 0.01	$ (0.48)	$ (0.20)

Employee stock options of 8,620,913 and 7,317,487 were excluded from the calculation of diluted earnings per share as of December 31, 2024 and 2023, respectively, as a result of their anti-dilutive effect. In addition, convertible preferred shares of 141,986,676 and 141,959,043, which are considered participating securities, were excluded from the calculation of diluted earnings per share as of December 31, 2024 and 2023, respectively, as a result of their anti-dilutive effect.

26. SUBSEQUENT EVENTS

Initial Public Offering

On January 26, 2026, the Company completed its initial public offering ("IPO") of 30.5 million shares of the Company's Class A common stock at a price of $24.50, resulting in gross proceeds of $747 million and net proceeds of $706 million after deducting underwriting discounts and commissions. The Company intends to use the net proceeds of the offering for general corporate purposes.

Immediately prior to the completion of the IPO, the Company's certificate of formation, bylaws, and investors' rights agreement were amended and restated, resulting in, among other things, all shares of the Company's common stock, including shares of common stock issuable upon the automatic conversion of the Company's preferred stock (other than shares of perpetual preferred stock which remain outstanding) being reclassified into shares of Class A common stock, and immediately thereafter all shares of Class A common stock then held by the Co-Founders being exchanged into an equivalent number of shares of Class B common stock. Additionally, Class A shares will be issuable upon exercise or vesting of all outstanding options and restricted stock units, as applicable, except that Class B shares will be issuable upon exercise or vesting of options and restricted stock units held by the Co-Founders and upon vesting of performance stock units ("PSUs") granted to the Co-Founders (see IPO Founders Awards below).

Concurrent with the IPO, all outstanding shares of the Company's convertible preferred stock were automatically converted into 142 million shares of Class A common stock. Following the completion of the IPO, the Company had 3,500 million and approximately 214 million of Class A common stock authorized and issued and outstanding, respectively, and 200 million and approximately 38 million of Class B common stock authorized and issued and outstanding, respectively.

Following the completion of the IPO, the Class B common stock, which is held by the Co-Founders who have agreed to vote together as a group, will represent approximately 85% of the total voting power of the outstanding common stock and, as a result, the Company is considered to be a "controlled company" within the meaning of Nasdaq corporate governance standards.

Employee Stock Purchase Plan

In connection with the IPO, the Company adopted the EquipmentShare.com 2025 Employee Stock Purchase Plan (the “ESPP”). The maximum number of shares initially available for issuance under the ESPP is 2,316,263 shares of common stock and will be increased on the first day of each fiscal year for a period of up to 10 years following the effective date of the ESPP in an amount equal to the least of (i) 12,000,000 shares; (ii) 1% of the total number of shares of the Company’s Class A and Class B common stock outstanding as of the last completed fiscal year; and (iii) such number of shares as determined by the Board in its discretion. The number of shares available at any time under the ESPP will be subject to adjustment in the event of a dividend or other distribution (other than an ordinary dividend or distribution), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, or other change in the Company’s structure affecting the shares occurs. The number of shares which a participant may purchase in an offering under the ESPP may be reduced if the offering is over-subscribed.

EquipmentShare.com Inc 2025 Omnibus Incentive Plan

In connection with the IPO, the Company also adopted the EquipmentShare.com Inc 2025 Omnibus Incentive Plan (the “2025 Plan”). Awards under the 2025 Plan include stock options, stock appreciation rights, restricted stock, restricted stock units, performance awards, other cash-based awards and other stock-based awards (collectively, the “Awards”). The total number of shares of the Company’s common stock initially authorized for issuance under the 2025 Plan is 40,370,162 shares of common stock and this amount will be increased on January 1 of each year following the effective date of the 2025 Plan for a period of 10 years in an amount equal to the lesser of (i) 1% of outstanding shares on the last day of the immediately preceding fiscal year and (ii) such number of shares as determined by the Compensation Committee of the Board in its sole discretion. The Awards granted pursuant to the 2025 Plan will be issued with respect to shares of Class A common stock of the Company, other than the IPO Founders Awards.

IPO Founders Awards

In connection with the IPO, the Board approved grants of PSUs to each of the Co-Founders under the 2025 Plan that could result in the issuance, to each of the Co-Founders, of as few as zero shares of the Company’s Class B common stock and up to 18,321,644 shares of Class B common stock, or 7.91% of the Company’s fully-diluted shares outstanding immediately prior to January 26, 2026. The vesting of the awards are subject to service conditions and market conditions, which are based upon the Company’s achieving certain specified stock price hurdles within a ten-year performance period subsequent to the completion of the IPO, or January 26, 2026. The following table sets forth the specified stock price hurdles and the percentage of the Awards eligible to be earned as defined in the Performance Unit Agreements:

Tranche	Price Hurdle (per Share)(1)	% of Award eligible to be Earned(2)
1	$29.85	18%
2	$59.69	21%
3	$119.39	21%
4	$238.77	21%
5	$358.16	19%

(1) A "Price Hurdle" will be met when there has been an average closing price per share, as reported on the Nasdaq Global Select Market, during any 60 consecutive trading day period that starts and ends during the Performance Period equal to or exceeding the hurdle applicable to such tranche as set forth in the table below (or, solely with respect to the first tranche, when the closing price per share as reported on the Nasdaq Global Select Market equaled or exceeded the Price Hurdle for such tranche during the Performance Period).

(2) The Award eligible to be earned with respect to the applicable tranche is also subject to a service condition, defined as the fourth anniversary subsequent to the date on which the applicable market condition for that tranche has been satisfied.

EQUIPMENTSHARE.COM INC AND SUBSIDIARIES
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In millions)

Description	Balance at Beginning of Period	Charged to Costs and Expenses [(a)]	Charged to Revenue [(a)]	Deductions and Other [(b)]	Balance at End of Period
Year Ended December 31, 2025					
Allowance for credit losses and doubtful accounts	$ 43	$ 21	$ 7	$ 3	$ 68
Year Ended December 31, 2024					
Allowance for credit losses and doubtful accounts	$ 20	$ 19	$ 5	$ 1	$ 43
Year Ended December 31, 2023					
Allowance for credit losses and doubtful accounts	$ 16	$ 10	$ –	$ 6	$ 20

(a) Amounts charged to cost and expenses reflect bad debt expenses recognized within selling, general and administrative expenses. The amounts charged to revenue primarily reflect credit losses associated with lease revenues that were recognized as a reduction to equipment rental revenue.

(b) Primarily represents write-offs.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) are designed to ensure that information required to be disclosed by us in reports we file or submit under the Exchange Act, as amended, is recorded, processed, summarized and reported within the appropriate time periods, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely discussions regarding required disclosure.

In designing and evaluating our disclosure controls and procedures, management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

We, under the supervision of and with participation of our management, including our Chief Executive Officer and Chief Financial Officer, have evaluated the effectiveness of our disclosure controls and procedures. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the design and operation of our disclosure controls and procedures were effective as of December 31, 2025.

Management's Annual Report on Internal Control Over Financial Reporting

This 2025 Form 10-K does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of our independent registered public accounting firm due to a transition period established by rules of the SEC for newly public companies.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting during the fiscal quarter ended December 31, 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Not applicable.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item is incorporated by reference from the Definitive Proxy Statement for the 2026 Annual Meeting of Stockholders (the "Proxy Statement") to be filed pursuant to Regulation 14A within 120 days after the close of fiscal year 2025.

Item 11. Executive Compensation

The information required by this Item is incorporated by reference from the Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the close of fiscal year 2025.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated by reference from the Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the close of fiscal year 2025.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated by reference from the Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the close of fiscal year 2025.

Item 14. Principal Accountant Fees and Services

The information required by this Item is incorporated by reference from the Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the close of fiscal year 2025.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Documents filed as a part of this report

(1) Consolidated financial statements:

Report of Independent Registered Public Accounting Firm on Consolidated Financial Statements (PCAOB ID 185)

EquipmentShare.com Inc Consolidated Balance Sheets at December 31, 2025 and 2024

EquipmentShare.com Inc Consolidated Statements of Net Income for the years ended December 31, 2025, 2024 and 2023

EquipmentShare.com Inc Consolidated Statements of Comprehensive Income for the years ended December 31, 2025, 2024 and 2023

EquipmentShare.com Inc Consolidated Statements of Perpetual Preferred Stock and Equity for the years ended December 2025, 2024 and 2023

EquipmentShare.com Inc Consolidated Statements of Cash Flows for the years ended December 31, 2025, 2024 and 2023

Notes to consolidated financial statements

(2) Schedules to the financial statements:

Schedule II Valuation and Qualifying Accounts

Schedules other than those listed are omitted as they are not applicable or the required or equivalent information has been included in the financial statements or notes thereto.

(3) Exhibits: The exhibits to this report are listed in the exhibit index below.

		Incorporation by Reference				
Exhibit No.	Exhibit Description	Form	File No.	Exhibit No.	Filing Date	Filed Herewith
1.1	Form of Underwriting Agreement	S-1/A	333-292018	1.1	January 13, 2026	
3.1	Amended and Restated Certificate of Formation	8-K	333-292018	3.1	January 26, 2026	
3.2	Amended and Restated Bylaws	8-K	333-292018	3.2	January 26, 2026	
4.1	Description of the Registrant’s securities registered pursuant to Section 12 of the Securities Exchange Act of 1934					X
10.1†	Amended and Restated Investors’ Rights Agreement, dated June 1, 2023, between EquipmentShare.com Inc and the holders named therein	S-1/A	333-292018	10.1	January 13, 2026	
10.2	First Amendment to the Amended and Restated Investors’ Rights Agreement, dated September 10, 2025, between EquipmentShare.com Inc and the holders named therein	S-1/A	333-292018	10.2	January 13, 2026	
10.3	Second Amendment to the Amended and Restated Investors’ Rights Agreement, dated September 12, 2025, between EquipmentShare.com Inc and the holders named therein	S-1/A	333-292018	10.3	January 13, 2026	
10.4†#	Additional Rights Agreement, dated as of June 1, 2023, between EquipmentShare.com Inc and the holders named therein	S-1/A	333-292018	10.4	January 13, 2026	

10.5	First Amendment to the Amended and Restated Additional Rights Agreement, dated September 10, 2025, between EquipmentShare.com Inc and the holders named therein	S-1/A	333-292018	10.5	January 13, 2026	
10.6†#	Credit Agreement, dated as of November 26, 2025, among EquipmentShare.com Inc, the guarantors party thereto, Wells Fargo Bank, National Association, as agent and the lenders party thereto	S-1/A	333-292018	10.6	January 13, 2026	
10.7†	Indenture, dated as of May 9, 2023, between EquipmentShare.com Inc and Citibank, N.A., as trustee and notes collateral agent, governing the 9.000% Senior Secured Second Lien Notes due 2028	S-1/A	333-292018	10.4	January 13, 2026	
10.8†	Indenture, dated as of April 16, 2024, between EquipmentShare.com Inc and Citibank, N.A., as trustee and notes collateral agent, governing the 8.625% Senior Secured Second Lien Notes due 2032	S-1/A	333-292018	10.4	January 13, 2026	
10.9	First Supplemental Indenture, dated as of July 17, 2025, between EquipmentShare.com Inc and Citibank, N.A., as trustee and notes collateral agent, governing the 9.000% Senior Secured Second Lien Notes due 2028	S-1/A	333-292018	10.4	January 13, 2026	
10.10†	Indenture, dated as of September 13, 2024, between EquipmentShare.com Inc and Citibank, N.A., as trustee and notes collateral agent, governing the 8.000% Senior Secured Second Lien Notes due 2033	S-1/A	333-292018	10.10	January 13, 2026	
10.11	First Supplemental Indenture, dated as of July 17, 2025, between EquipmentShare.com Inc and Citibank, N.A., as trustee and notes collateral agent, governing the 8.625% Senior Secured Second Lien Notes due 2032	S-1/A	333-292018	10.11	January 13, 2026	
10.12	Form of Exchange Agreement, among EquipmentShare.com Inc, Jabbok Schlacks, and William J. Schlacks IV	S-1/A	333-292018	10.12	January 13, 2026	
10.13† #	Equipment Purchase Agreement, dated December 19, 2024, between OWN Equipment Fund I LLC and EquipmentShare.com Inc	S-1/A	333-292018	10.13	January 13, 2026	
10.14†	Form of Lease Agreement with Related Parties	S-1/A	333-292018	10.14	January 13, 2026	
10.15*	EquipmentShare.com Inc 2016 Equity Incentive Plan (as amended)	S-1/A	333-292018	10.15	January 13, 2026	
10.16*	EquipmentShare.com Inc 2025 Omnibus Incentive Plan					X
10.17*	EquipmentShare.com Inc 2025 Employee Stock Purchase Plan					X
10.18*	Global Stock Option Agreement and Notice of Grant under the 2016 Equity Incentive Plan	S-1/A	333-292018	10.18	January 13, 2026	
10.19*	Global Restricted Stock Unit Agreement under the 2016 Equity Incentive Plan	S-1/A	333-292018	10.19	January 13, 2026	
10.20*	Form of Indemnification Agreement	S-1/A	333-292018	10.22	January 13, 2026	
10.21*	Form of Performance-Based Stock Unit Agreement under the 2025 Omnibus Incentive Plan					X
19.1	EquipmentShare.com Inc Insider Trading Policy					X
21.1	Significant Subsidiaries of EquipmentShare.com Inc	S-1/A	333-292018	21.1	January 13, 2026	
23.1	Consent of Independent Registered Public Accounting Firm					X
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X

32.1**	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
32.2**	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
97.1	EquipmentShare.com Inc Compensation Recoupment Policy	X
101.INS	Inline XBRL Instance Document	
101.SCH	Inline XBRL Taxonomy Extension Schema Document	
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	

† Exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K and will be provided on a supplemental basis to the Securities and Exchange Commission upon request.

* Indicates a management contract or compensatory plan.

\# Portions of this exhibit have been redacted in compliance with Regulation S-K Item 601(a)(6) and Item 601(b)(10).

** This certification is deemed not filed for purposes of section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Exchange Act, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

EquipmentShare.com Inc

Date:	March 19, 2026	By:	/s/ David Marquardt
		Name:	David Marquardt
		Title:	Chief Financial Officer and Chief Accounting Officer

Pursuant to the requirements of the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated below:

Signature	Title	Date
/s/ Jabbok Schlacks Jabbok Schlacks	Co-Founder, Chief Executive Officer, Director (principal executive officer)	March 19, 2026
/s/ William J. Schlacks IV William J. Schlacks IV	Co-Founder, President, Director & Board Secretary	March 19, 2026
/s/ David Marquardt David Marquardt	Chief Financial Officer & Chief Accounting Officer (principal financial officer and principal accounting officer)	March 19, 2026
/s/ Naveen Bhatia Naveen Bhatia	Director	March 19, 2026
/s/ Jennifer Giacomazza Jennifer Giacomazza	Director	March 19, 2026
/s/ William Bryan Hill William Bryan Hill	Director	March 19, 2026
/s/ John Weinstein John Weinstein	Director	March 19, 2026
/s/ Henry Yeagley Henry Yeagley	Director	March 19, 2026

Exhibit 4.1

Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934

The following descriptions are summaries of the material terms of our amended and restated certificate of formation and bylaws. Reference is made to the more detailed provisions of, and the descriptions are qualified in their entirety by reference to, these documents, copies of which are filed with the SEC as exhibits to the registration statement of which this prospectus is a part, and applicable law.

General

Our authorized capital stock consists of 3,500,000,000 shares of Class A common stock, par value $0.00000125 per share, 200,000,000 shares of Class B common stock, par value $0.00000125 per share, and 200,000,000 shares of preferred stock, par value $0.00000125 per share, 7,809,003 of which is designated as perpetual preferred stock, par value $0.00000125 per share, and 6,745,258 of which is designated as perpetual-1 preferred stock, par value $0.00000125 per share.

Common Stock

There are [ ] shares of Class A common stock and [ ] shares of Class B common stock outstanding. All outstanding shares of common stock are validly issued, fully paid, and non-assessable.

Except as otherwise expressly provided in our amended and restated certificate of formation or as required by applicable law and as described herein, our Class A common stock and Class B common stock have the same rights, are equal in all respects and are treated by us as if they were one class of shares.

Voting rights. Each share of Class A common stock is entitled to one vote per share on all matters presented for a vote. Each share of Class B common stock is entitled to 20 votes per share on all matters on which shareholders generally are entitled to vote. Holders of shares of Class A common stock and Class B common stock vote together as a single class on all matters submitted to a vote of shareholders, except as otherwise required by applicable law or as specified in our amended and restated certificate of formation, which provides that holders of common stock will not be entitled to vote on any amendment to the amended and restated certificate of formation or to a preferred stock certificate of designations that relates solely to the terms of one or more outstanding series of preferred stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such class or series of preferred stock, to vote thereon (including any certificate of designations relating to any class or series of preferred stock or pursuant to the Texas Business Organizations Code ("TBOC")) and vote separately on certain matters as set out below. Under the TBOC, there is no current requirement that each class must vote separately.

Dividend rights. Any dividend paid or payable to the holders of shares of Class A common stock and Class B common stock will be paid on an equal priority, *pari passu* basis, on a per share basis to the holders of shares of Class A common stock and Class B common stock, unless different treatment of the shares of each such class is approved by the affirmative vote of a majority of the voting power of the then-outstanding shares of Class A common stock entitled to vote thereon and by the affirmative vote of a majority of the voting power of the then-outstanding shares of Class B common stock entitled to vote thereon, each voting separately as a class; provided, however, that if a dividend is paid in the form of Class A common stock or Class B common stock (or securities convertible into or exercisable for shares of Class A common stock or Class B common stock), then the holders of Class A common stock will receive Class

A common stock (or securities convertible into or exercisable for shares of Class A common stock) and holders of Class B common stock will receive Class B common stock (or securities convertible into or exercisable for shares of Class B common stock) with holders of Class A common stock and Class B common stock receiving an identical number of shares of Class A common stock or Class B common stock (or securities convertible into or exercisable for such stock, as the case may be), unless approved by the affirmative vote of a majority of the voting power of the then outstanding shares of Class A common stock entitled to vote thereon and by the affirmative vote of a majority of the voting power of the then outstanding shares of Class B common stock entitled to vote thereon, each voting separately as a class.

A dividend payable in shares of any class or series of securities of the Company or any other person, other than shares of Class A common stock or Class B common stock (or securities convertible into or exercisable for shares of Class A common stock or Class B common stock) may be declared and paid on the basis of a distribution of (i) identical securities, on an equal per share basis, to holders of Class A common stock and Class B common stock or (ii) in the case of securities of any other person, a separate class or series of securities to the holders of shares of Class A common stock and a different class or series of securities to the holders of shares of Class B common stock, on an equal per share basis to such holders; provided that, in connection with a dividend payable in shares pursuant to (ii) above, such separate classes or series of securities do not differ in any respect other than their relative voting rights (and any other differences between Class A common stock and Class B common stock set forth in our amended and restated certificate of formation), with holders of Class B common stock receiving the class or series of securities having the higher relative voting rights as compared to, and proportional with the existing relative voting rights of, the holders of Class A common stock and the holders of shares of Class A common stock receiving securities having lesser relative voting rights as compared to, and proportional with the existing relative voting rights of, the holders of Class B common stock; provided that the highest relative voting rights shall be equal to the voting power of the Class B common stock as calculated pursuant to our amended and restated certificate of formation; provided further, that unless approved by the affirmative vote of a majority of the voting power of the then-outstanding shares of Class B common stock, entitled to vote thereon, the class or series of securities received by the holders of the Class B common stock shall provide for voting rights equal to the voting power of the Class B common stock as calculated pursuant to our amended and restated certificate of formation.

Rights upon liquidation. In the event of our dissolution, liquidation, or winding-up of our affairs, whether voluntary or involuntary, after payment of all our preferential amounts required to be paid to the holders of any series of preferred stock, our remaining assets legally available for distribution, if any, will be distributed among the holders of the shares of Class A common stock and Class B common stock, treated as a single class, pro rata based on the number of shares held by each such holder, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the voting power of the then-outstanding Class A common stock and a majority of the voting power of the then outstanding Class B common stock, voting separately.

Merger, Consolidation or Tender or Exchange Offer. The holders of Class B common stock are not entitled to receive economic consideration for their shares in excess of that payable to the holders of Class A common stock in the event of a merger, consolidation or other business combination requiring the approval of our shareholders or a tender or exchange offer to acquire any shares of our common stock, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the voting power of the then-outstanding Class A common stock and a majority of the voting power of the then outstanding Class B common stock, voting separately. However, in any such event involving consideration in the form of securities of another corporation or other entity, the holders of shares of Class B common stock shall have their shares of Class B common stock converted into, or may otherwise be paid or distributed, such securities with a greater number of votes per share (but in no event greater than the voting rights of the Class B common stock as calculated pursuant to our amended and restated certificate of formation; provided that, unless otherwise approved by the affirmative vote of the holders of a majority of the voting power of the then-outstanding shares of Class B common stock entitled to vote thereon, the class or series of securities received by the holders of Class B common stock shall provide for voting rights equal to the voting power of the Class B common stock as calculated pursuant to our amended and restated certificate of formation) than such securities into which shares of Class A common stock are converted or which are otherwise paid or distributed to the holders of shares of Class A common stock.

Any merger or consolidation that is not a change of control transaction would require approval by the affirmative vote of the holders of a majority of the voting power of the then-outstanding Class A common stock and a majority of the voting power of the then-outstanding Class B common stock, voting separately, unless (i) the shares of Class A common stock and Class B common stock outstanding immediately prior to such merger or consolidation are treated equally, identically and ratably or (ii) such shares are converted on a pro rata basis into shares of the surviving entity having identical rights, powers and privileges to the shares of Class A common stock and Class B common stock in effect immediately prior to such merger or consolidation, respectively; provided that if the voting power of the Class B common stock would be adversely affected in connection with such merger or consolidation, the approval by the affirmative vote of the holders of a majority of the then-outstanding shares of Class B common stock shall be required.

Reclassification, Subdivisions and Combinations. If we reclassify, subdivide or combine in any manner our outstanding shares of Class A common stock or Class B common stock, then all outstanding shares of Class A common stock and Class B common stock will be reclassified, subdivided or combined in the same proportion and manner, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the voting power of the then-outstanding Class A common stock and a majority of the voting power of the then-outstanding Class B common stock, voting separately.

Spin-offs. Any new company formed as a result of a spin-off to our shareholders must have a certificate of formation or other constituent document with provisions substantially similar in all material respects to our amended and restated certificate of formation, including provisions providing for the distribution of voting securities to holders of Class B common stock that have voting rights equal to the voting power of the Class B common stock as calculated pursuant to our amended and restated certificate of formation, unless otherwise approved by the affirmative vote of the holders of a majority of the voting power of the then-outstanding Class A common stock and a majority of the voting power of the then-outstanding Class B common stock, voting separately.

Conversion, Exchange and Transferability. Shares of Class A common stock are not convertible into any other securities.

Each outstanding share of Class B common stock may at any time, at the option of the holder, be converted into one share of Class A common stock. In addition, each outstanding share of Class B common stock will be automatically converted into one share of Class A common stock upon any transfer of such share of Class B common stock, except for “permitted transfers” described in our amended and restated certificate of formation. “Permitted transfers” include transfers made to any “permitted transferees.” “Permitted transferees” include each Co-Founder, the estate of each Co-Founder or any permitted transferee, any trust formed solely for the benefit of one or more of any Co-Founder or any permitted transferee or such Co-Founder’s or permitted transferee’s family members, and any partnership, corporation, foundation, charity or other entity controlled by any Co-Founder and/or permitted transferee.

Each share of Class B common stock will also convert automatically into one share of Class A common stock on the date (the “Sunset Date”) on which the earliest of the following events occurs: (i) the third business day following the latest to occur of (x) approval of such conversion by the affirmative vote of a majority of our board of directors and (y) approval of such conversion by a majority of the voting power of the then-outstanding shares of Class B common stock voting as a separate class, and in each case, the occurrence or satisfaction of any condition or event on which such approval is contingent, (ii) the first business day after the date on which the outstanding shares of Class B common stock held by our Co-Founders and their permitted transferees is less than 25% of the aggregate number of shares of our Class B common stock held by our Co-Founders and such permitted transferees at the closing of our initial public offering, and (iii) the first business day following the date that is 24 months after the later of (x) the date the second of our Co-Founders dies or becomes disabled and (y) the date on which there are no family members of our Co-Founders serving as our officer or member of our board of directors, provided that such period may be extended by up to 12 months by a vote of a majority of the independent members of our board of directors then in office.

Other than as described above or set forth in our amended and restated certificate of formation, our Class B common stock will not automatically be converted into Class A common stock. Once converted into Class A common stock, the Class B common stock may not be reissued.

Other Provisions. The holders of our common stock do not have any preemptive, cumulative voting, subscription, conversion, redemption, or sinking fund rights. The common stock is not be subject to future calls or assessments by us. The rights and privileges of holders of our common stock are subject to any series of preferred stock that we may issue in the future, as described below.

Under our amended and restated certificate of formation, the rights, powers, preferences and privileges of the shares of Class B common stock may not be adversely affected in any manner without the affirmative vote of the holders of a majority of the then-outstanding shares of Class B entitled to vote thereon.

Preferred Stock

There are 7,809,003 shares of perpetual preferred stock outstanding and 5,951,709 shares of perpetual-1 preferred stock outstanding. Our board of directors has the authority to issue the undesignated preferred stock in one or more series and to fix the rights, preferences, privileges, and restrictions thereof, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences, and the number of shares constituting any series or the designation of such series, without further vote or action by the shareholders.

The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control without further action by the shareholders and may adversely affect the voting and other rights of the holders of Class A common stock. At present, we have no plans to issue any of the undesignated preferred stock.

Perpetual Preferred

Our perpetual preferred stock and perpetual-1 preferred stock have been issued pursuant to and have the voting rights, designations, preferences, and rights, and the qualifications, limitations, and restrictions set forth in our amended and restated certificate of formation and the Additional Rights Agreement.

Voting rights. The holders of perpetual preferred shall have no voting rights, except, at any time when at least 1,561,801 shares of perpetual preferred are outstanding, the affirmative vote of the holders of a majority of the then outstanding shares of perpetual preferred voting separately as a single class is required to:

- amend, alter, restate, waive or repeal any provision of our amended and restated certificate of formation or our bylaws in a manner that adversely affects the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the perpetual preferred;
- liquidate, dissolve or wind-up, effect any merger or consolidation that results in the transfer of all or substantially all of the assets unless the proceeds from such transaction results in the holders of the perpetual preferred having the right to receive consideration in an amount in cash or liquid securities equal to at least the then-perpetual preferred liquidation preference, as applicable;
- increase the authorized number of shares of either series of perpetual preferred;
- with respect to any of our subsidiaries, create, or authorize the creation of, or issue or obligate such subsidiary to issue shares of any new class or series of capital stock of such subsidiary or other rights to purchase or acquire capital stock of such subsidiary (other than any such issuances to the Company or our wholly-owned subsidiaries);
- create, or authorize the creation of, or issue or obligate ourselves to issue shares of any new class or series of capital stock or other rights to purchase or acquire capital stock that are (or would be upon issuance) senior to or *pari passu* with either series of perpetual preferred with respect to the distribution of assets on the liquidation, dissolution or winding up of the Company or the payment of dividends (but not, for the avoidance of doubt, securities that are junior with respect to the distribution of assets upon liquidation, dissolution or winding up or the payment of dividends or redemptions);
- purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of our capital stock other than (i) redemptions of or dividends or distributions on the preferred stock as expressly authorized in our amended and restated certificate of formation, (ii) dividends or other distributions payable on the common stock solely in the form of additional shares of common stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for us in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof or pursuant to a right of first refusal in our favor; or
- incur any indebtedness, except any trade debt or other unsecured debt incurred in the ordinary course of business, in an amount in excess of 6.5 times adjusted EBITDA (calculated in accordance with our financial statements), which excess amount is not reduced by us below such threshold no later than nine (9) months after the end of the calendar month in which such threshold was first exceeded.

Dividend rights. Dividends on the perpetual preferred stock accrue and accumulate on a daily basis in arrears, at a rate per annum equal to the applicable dividend rate for the applicable series of perpetual preferred as set forth below, on the then-current accreted liquidation preference of the outstanding perpetual preferred, whether or not declared, and, if not declared and paid, will accrue at the applicable dividend rate and be compounded quarterly in arrears. For each series of perpetual preferred, the "Dividend Period" is, for the initial Dividend Period, the period from and including the applicable initial issue date for such series of perpetual preferred to, but excluding, the first anniversary of such applicable initial issue date, and for each Dividend Period thereafter, the period from and including the anniversary date of the applicable preceding Dividend Period to, but excluding, the subsequent anniversary of the then-current Dividend Period.

The applicable dividend rate for our perpetual preferred stock is, (x) for each Dividend Period ending on or prior to May 4, 2027, (i) 8.5% per annum, if we have declared and paid 100% of the annual accumulated dividends in respect of the immediately preceding Dividend Period, (ii) 9.5% per annum, if we have declared and paid annual dividends in respect of the immediately preceding Dividend Period in cash in an amount greater than or equal to $5.0 million, but less than 100% of the annual accumulated dividends in respect thereof, and (iii) 10.5% per annum, if we have declared and paid annual dividends in respect of the immediately preceding Dividend Period in cash in an amount less than $5.0 million; (y) for the Dividend Period commencing on May 5, 2027 and ending on May 4, 2028, 9% per annum; and (z) for each Dividend Period thereafter, 10% per annum.

The applicable dividend rate for our perpetual-1 preferred stock is, (x) for each Dividend Period ending on or prior to May 31, 2028, (i) 9.25% per annum, if we have declared and paid 100% of the annual accumulated dividends in respect of the immediately preceding Dividend Period, (ii) 10.25% per annum, if we have declared and paid annual dividends in respect of the immediately preceding Dividend Period in cash in an amount greater than or equal to $4.0 million, but less than 100% of the annual accumulated dividends in respect thereof, and (iii) 11.25% per annum, if we have declared and paid annual dividends in respect of the immediately preceding Dividend Period in cash in an amount less than $4.0 million; (y) for the Dividend Period commencing on June 1, 2028 and ending on May 31, 2029, 9.75% per annum; and (z) for each Dividend Period thereafter, 10.75% per annum.

Dividends on the perpetual preferred will be payable at our election, in cash at any time when, as and if declared by our board of directors or any duly authorized committee of the board of directors.

Rights upon liquidation. In the event of our voluntary or involuntary liquidation, dissolution or winding up, the holders of each share of perpetual preferred then outstanding will be entitled to receive out of the net assets legally available for distribution to shareholders, after the payment of all of our debts and other liabilities, prior and in preference to any distribution of any assets to holders of our common stock, an amount per share equal to the sum of: (i) $26.26, (ii) the amount of any accumulated and unpaid dividends and (iii) if such voluntary or involuntary liquidation, dissolution or winding up occurs prior to (x) in the case of our perpetual preferred stock, May 5, 2027 or (y) in the case of our perpetual-1 preferred stock, June 1, 2028, an additional amount, if any, equal to the aggregate cash dividends that would have been paid on the liquidation amount of each applicable share of perpetual preferred from and after such liquidation date through the end of the applicable period if 100% of the dividends were paid in cash at the applicable full dividend rate for such series of perpetual preferred.

Redemption. Any time on or after May 5, 2033, and 2034, the holders of perpetual preferred have a put right to require us to repurchase up to 50% and 100%, respectively, of their shares of perpetual preferred at a price per share equal to the applicable Liquidation Preference. In the case of a transaction or series of related transactions in which a person, or a group of related persons, acquires from our shareholders shares representing more than 50% of the outstanding voting power or certain liquidation events, the holders of perpetual preferred have a put right to require us to repurchase up to 100% of their shares of perpetual preferred at a price per share equal to the applicable Liquidation Preference.

We may redeem, in whole or in part, (i) our perpetual preferred stock and (ii) at any time on and after June 1, 2028, our perpetual-1 preferred stock, in each case, at the applicable Liquidation Preference.

Conversion rights. The perpetual preferred does not have any conversion or exchange rights.

Election and Removal of Directors

Our board of directors consists of seven directors. The exact number of directors will be fixed from time to time by resolution of the board. Any director may be removed with or without cause by an affirmative vote of shares representing a majority of the voting power of shares then entitled to vote at an election of directors, provided that, from and after the Sunset Date, no director may be removed except for cause by an affirmative vote of shares representing 75% of the voting power of the shares then entitled to vote at an election of directors.

Any vacancy occurring on the board of directors and any newly created directorship may be filled only by a majority of the remaining directors in office, provided that, before the Sunset Date, such vacancy and any newly created directorship may also be filled by an affirmative vote of shares representing a majority of the voting power of shares then entitled to vote at an election of directors.

Board Composition

Our amended and restated certificate of formation and our amended and restated bylaws provide that our directors will serve for one-year terms and will be up for re-election for one-year terms beginning at the first annual meeting of shareholders following this offering, provided that, from and after the Sunset Date, our board of directors will be divided into three classes of directors, with each class as nearly equal in number as possible, serving staggered three-year terms (other than directors which may be elected by holders of preferred stock, if any). This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of the board of directors because, in general, at least two annual meetings of shareholders would be necessary for shareholders to effect a change in a majority of the members of the board of directors. At each annual meeting of shareholders, directors will be elected to succeed the class of directors whose terms have expired.

Limits on Written Consents

Our amended and restated certificate of formation and our amended and restated bylaws provide that, until the Sunset Date, holders of our common stock will be able to act by written consent without a meeting, if such consent is signed by holders having at least the minimum number of votes that would be necessary to take the action that is the subject of the consent at a meeting in which each shareholder is present and votes. From and after the Sunset Date, our amended and restated certificate of formation and our amended and restated bylaws provide that holders of our common stock will not be able to act by written consent without a meeting.

Shareholder Meetings

Our amended and restated certificate of formation and our amended and restated bylaws provide that, until the Sunset Date, special meetings of our shareholders may be called the affirmative vote of the holders of a majority of the total voting power of our common stock. From and after the Sunset Date, special meetings of our shareholders may be called only by a majority of the members of our board and directors.

Amendment of Certificate of Formation

Until the Sunset Date, the affirmative vote of holders of at least a majority of the shares of our outstanding shares of stock entitled to vote in the election of directors will generally be required to amend provisions of our amended and restated certificate of formation. From and after the Sunset Date, the affirmative vote of holders of at least 75% of the shares of our outstanding shares of stock entitled to vote in the election of directors will generally be required to amend provisions of our amended and restated certificate of formation described under "—Common Stock," "—Amendment of Bylaws," "— Shareholder Meetings," "—Limits on Written Consents," "—Limitation of Liability of Directors and Officers," "— Forum Selection," and "—Shareholders' Derivative Actions." Additionally, our amended and restated certificate of formation will require the consent of the holders of our perpetual preferred for any amendment, alteration or repeal of a provision that would materially adversely affect such holders.

Amendment of Bylaws

Our bylaws may generally be altered, amended or repealed, and new bylaws may be adopted, with:

- the affirmative vote of a majority of directors present at any regular or special meeting of the board of directors called for that purpose; or
- (x) until the Sunset Date, the affirmative vote of holders of not less than a majority of the voting power of our outstanding shares of voting stock or (y) from and after the Sunset Date, the affirmative vote of holders of not less than 75% of the voting power of our outstanding shares of voting stock, in each case, voting together as a single class.

Additionally, our amended and restated bylaws require the consent of the holders of our perpetual-1 preferred stock for any amendment, alteration or repeal of a provision that would materially adversely affect such holders.

Other Limitations on Shareholder Actions

Our bylaws also impose some procedural requirements on shareholders who wish to:

- make nominations in the election of directors;
- propose that a director be removed;
- propose any repeal or change in our bylaws; or
- propose any other business to be brought before an annual or special meeting of shareholders.

Under these procedural requirements, in order to bring a proposal before a meeting of shareholders, a shareholder must deliver timely notice of a proposal pertaining to a proper subject for presentation at the meeting to our corporate secretary along with the following:

- a description of the business or nomination to be brought before the meeting and the reasons for conducting such business at the meeting;
- the shareholder's name and address;
- any material interest of the shareholder in the proposal;
- the number of shares beneficially owned by the shareholder and evidence of such ownership; and
- the names and addresses of all persons with whom the shareholder is acting in concert, a description of all arrangements and understandings with those persons, and the number of shares such persons beneficially own.

To be timely, a shareholder must generally deliver notice:

- in connection with an annual meeting of shareholders, not less than 120 nor more than 150 days prior to the date on which the annual meeting of shareholders was held in the immediately preceding year, but in the event that the date of the annual meeting is more than 30 days before or more than 70 days after the anniversary date of the preceding annual meeting of shareholders, a shareholder notice will be timely if received by us not later than the close of business on the later of (1) the 120th day prior to the annual meeting and (2) the 10th day following the day on which we first publicly announce the date of the annual meeting; or
- in connection with the election of a director at a special meeting of shareholders, not less than the later of 120 days prior to the date of the special meeting and the 10th day following the day on which we first publicly announce the date of the special meeting nor more than 150 days prior to the date of the special meeting.

In order to submit a nomination for our board of directors, a shareholder must also submit any information with respect to the nominee that we would be required to include in a proxy statement, as well as some other information. If a shareholder fails to follow the required procedures, the shareholder's proposal or nominee will be ineligible and will not be voted on by our shareholders.

Limitation of Liability of Directors and Officers

Our amended and restated certificate of formation provide that no director or officer will be personally liable to us or our shareholders for monetary damages for breach of fiduciary duty as a director or officer, except as required by applicable law, as in effect from time to time. Currently, the TBOC requires that liability be imposed for the following:

- a director's or officer's breach of the director's or officer's duty of loyalty to our company or our shareholders;
- a director's or officer's act or omission not in good faith which constitutes a breach of duty or which involves intentional misconduct or a knowing violation of law;

- a director's authorization of unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 21.316 of the TBOC;
- a director or officer for any transaction from which the director or officer derived an improper personal benefit; and
- an act or omission for which the liability of a director or an officer is expressly provided for by an applicable statute.

As a result, neither we nor our shareholders have the right, through shareholders' derivative suits on our behalf, to recover monetary damages against a director or officer for breach of fiduciary duty as a director or officer, including breaches resulting from grossly negligent behavior, except in the situations described above.

Our amended and restated bylaws provide that, to the fullest extent permitted by law, we will indemnify any director or officer of our company against all damages, claims and liabilities arising out of the fact that the person is or was our director or officer, or served any other enterprise at our request as a director, officer, employee, agent or fiduciary. We will reimburse the expenses, including attorneys' fees, incurred by a person indemnified by this provision when we receive an undertaking to repay such amounts if it is ultimately determined that the person is not entitled to be indemnified by us. Amending this provision will not reduce our indemnification obligations relating to actions taken before an amendment.

Forum Selection

Our amended and restated organizational documents provide that the Business Court in the First Business Court Division of the State of Texas will be the sole and exclusive forum for certain shareholder litigation matters, unless we consent in writing to the selection of an alternative forum or if the Business Court in the First Business Court Division of the State of Texas is not accepting filings or determines that it lacks jurisdiction, the exclusive forum will be the federal district courts in the Northern District of Texas or, if such federal district courts do not have jurisdiction, the State District Court in Tarrant County, Texas; *provided* that the foregoing provision does not apply to direct claims under the Securities Act or the Exchange Act. The federal district courts of the United States will, to the fullest extent permitted by law, be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of our capital stock will be deemed to have notice of and to have consented to these forum selection provisions.

These forum selection provisions may limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers, and other employees, although our shareholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder. While Texas courts have determined that forum selection provisions are facially valid, it is possible that a court of law in another jurisdiction could rule that the forum selection provisions contained in our certificate of formation are inapplicable or unenforceable if they are challenged in a proceeding or otherwise. If a court were to find the forum selection provision in our certificate of formation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

Texas Business Combination Statute

We are subject to the affiliated business combinations provisions of Title 2, Chapter 21, Subchapter M of the TBOC (Sections 21.601 through 21.610), which provides that a Texas corporation may not engage in specified types of business combinations, including mergers, consolidations, and asset sales, with a person, or an affiliate or associate of that person, who is an "affiliated shareholder." For purposes of this law, an "affiliated shareholder" is generally defined as the holder of 20% or more of the corporation's voting shares, for a period of three years from the date that person became an affiliated shareholder. The law's prohibitions do not apply if:

- the business combination or the acquisition of shares by the affiliated shareholder was approved by the board of directors of the corporation before the affiliated shareholder became an affiliated shareholder; or

- the business combination was approved by the affirmative vote of the holders of at least two-thirds of the outstanding voting shares of the corporation not beneficially owned by the affiliated shareholder, at a meeting of shareholders called for that purpose, not less than six months after the affiliated shareholder became an affiliated shareholder.

We have more than 100 shareholders and are considered to be an "issuing public corporation" for purposes of this law. The affiliated business combinations provisions of the TBOC do not apply to the following:

- the business combination of an issuing public corporation where: (a) the corporation's original certificate of formation or bylaws contain a provision expressly electing not to be governed by the affiliated business combinations provisions of the TBOC; or (b) the corporation adopts an amendment to its certificate of formation or bylaws, by the affirmative vote of the holders, other than affiliated shareholders, of at least two-thirds of the outstanding voting shares of the corporation, expressly electing not to be governed by the affiliated business combinations provisions of the TBOC, so long as the amendment does not take effect for 18 months following the date of the vote and does not apply to a business combination with an affiliated shareholder who became affiliated on or before the effective date of the amendment;

- a business combination of an issuing public corporation with an affiliated shareholder that became an affiliated shareholder inadvertently, if the affiliated shareholder: (a) divests itself, as soon as possible, of enough shares to no longer be an affiliated shareholder; and (b) would not at any time within the three-year period preceding the announcement of the business combination have been an affiliated shareholder but for the inadvertent acquisition;

- a business combination with an affiliated shareholder who became an affiliated shareholder through a transfer of shares by will or intestacy and continuously was an affiliated shareholder until the announcement date of the business combination; and

- a business combination of a corporation with its wholly owned Texas subsidiary if the subsidiary is not an affiliate or associate of the affiliated shareholder other than by reason of the affiliated shareholder's beneficial ownership of voting shares of the corporation.

Neither our amended and restated certificate of formation nor our amended and restated bylaws contain any provision expressly providing that are not be subject to the affiliated business combinations provisions of the TBOC. The affiliated business combinations provisions of the TBOC may have the effect of inhibiting a non-negotiated merger or other business combination involving us, even if that event would be beneficial to our shareholders. These provisions do not apply to our Co-Founders.

Shareholders' Derivative Actions

Under the TBOC, any of our shareholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the shareholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such shareholder's stock thereafter devolved by operation of law, the shareholder fairly and adequately represents the interests of the corporation in enforcing the right of the corporation, and the shareholder complies with the demand requirements under the applicable provisions of the TBOC.

The TBOC and our governing documents include certain provisions which may limit our shareholders' ability to bring certain derivative claims against our officers and directors. For example, the TBOC also permits corporations to request a court, at the start of a transaction (including related party transactions) or investigation of a derivative claim, to judicially determine the independence and disinterestedness of directors on special committees reviewing transactions or individuals on panels reviewing derivative claims. Future challenges to independence or disinterestedness would require new facts.

In addition, Section 21.419 of the TBOC sets forth certain presumptions concerning compliance by directors and officers with respect to their duties to a corporation, including the duty of care and duty of loyalty as those duties pertain to transactions with interested persons. Specifically, in taking or declining to take any action on any matters of a corporation's business, Section 21.419 provides that a director or officer is presumed to have acted (i) in good faith, (ii) on an informed basis, (iii) in furtherance of the interests of the corporation and (iv) in obedience to the law and the corporation's governing documents. These provisions are described as codifying the business judgment rule. In order to succeed in a cause of action against a director or officer, the Company or a shareholder must rebut one or more of the foregoing presumptions and prove the director or officer's act or omission constituted a breach of duty as a director or officer and that such breach involved fraud, intentional misconduct, an ultra vires act or a knowing violation of law.

The TBOC also restricts the rights of shareholders of corporations subject to Section 21.419 to request for inspection certain corporate books and records unless they have held the shares of such corporation for six months or own 5% of such corporation's outstanding shares.

Section 21.419 applies to a corporation that has a class or series of voting shares listed on a national securities exchange or includes within its organizational documents an affirmative election to be governed by such section. In our amended and restated certificate of formation, we have affirmatively elected, in the manner provided under the TBOC, to be governed by Section 21.419.

The inclusion of this provision in our amended and restated certificate of formation and the fact that our common stock is listed on a national securities exchange may discourage or deter shareholders or management from bringing derivative lawsuits or making books and records requests, even though such an action, if successful, might otherwise have benefited us and our shareholders.

Anti-Takeover Effects of Some Provisions

Some provisions of our amended and restated certificate of formation and amended and restated bylaws could make the following more difficult:

- acquisition of control of us by means of a proxy contest or otherwise, or
- removal of our incumbent officers and directors.

These provisions, as well as our ability to issue preferred stock, are designed to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection give us the potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us, and that the benefits of this increased protection outweigh the disadvantages of discouraging those proposals, because negotiation of those proposals could result in an improvement of their terms.

Registration Rights

Pursuant to the Investors' Rights Agreement, certain of our shareholders and their permitted transferees are entitled to the certain rights with respect to the registration of such shares for public resale under the Securities Act. If exercised, these registration rights would enable holders to transfer these shares under the registration statement without restriction under the Securities Act.

Listing

Our Class A common stock is listed on the Nasdaq Global Select Market under the symbol "EQPT."

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is Computershare Inc.

Exhibit 10.16

EQUIPMENTSHARE.COM INC
2025 OMNIBUS INCENTIVE PLAN

Effective January 26, 2026

Section 1. *Purpose*. The purpose of the EquipmentShare.com Inc 2025 Omnibus Incentive Plan (as amended from time to time, the "**Plan**") is to attract, retain and motivate eligible employees and other service providers whose present and potential contributions are important to the success of EquipmentShare.com Inc (the "**Company**"), thereby furthering the best interests of the Company and its stockholders.

Section 2. *Definitions*. As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Company.

(b) "**Award**" means any Option, SAR, Restricted Stock, RSU, Performance Award, Other Cash-Based Award or Other Stock-Based Award granted under the Plan.

(c) "**Award Agreement**" means any agreement, contract or other instrument or document (including in electronic form) evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

(d) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(e) "**Beneficiary**" means a Person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of a Participant's death. If no such Person can be named or is named by a Participant, or if no Beneficiary designated by a Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at a Participant's death, such Participant's Beneficiary shall be such Participant's estate.

(f) "**Board**" means the Board of Directors of the Company.

(g) "**Cause**" has the meaning set forth in any individual Service Agreement with the Participant, or in the absence of such an agreement otherwise defining Cause, means the Participant's: (i) unauthorized misuse of the Company's trade secrets or proprietary information, (ii) intentional wrongdoing, gross negligence or willful misconduct in the performance of the Participant's duties or otherwise in respect of the Company or its Affiliates, (iii) willful, deliberate or negligent conduct that is or could reasonably be expected to cause reputation or financial harm or disrepute to the Company or its Affiliates; (iv) commission of, conviction of, plea of guilty to, or plea of *nolo contendere* to, (x) a felony or (y) any other criminal offense involving moral turpitude, fraud or dishonesty, (v) commission of an act of fraud, embezzlement or misappropriation, in each case, against the Company or any Affiliate, (vi) material breach of any policies of the Company or its Affiliates or (vii) material breach of any applicable Service Agreement.

(h) "**Change in Control**" has the meaning set forth in the Participant's Service Agreement or Award Agreement, if applicable, or if not so defined, means the occurrence of one or more of the following events:

(i) any Person, other than (A) any employee plan established by the Company or any Subsidiary, (B) the Company or any of its Affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, is (or becomes, during any 12-month period) the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; *provided* that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control below;

(ii) the consummation of a merger, amalgamation or consolidation of the Company or any of its Affiliates with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements (any such transaction, a "**Corporate Transaction**"); *provided* that immediately following such Corporate Transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such Corporate Transaction or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such Corporate Transaction, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided*, *further*, that such a Corporate Transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of either the then-outstanding Shares or the combined voting power of the Company's then-outstanding voting securities shall not be considered a Change in Control; or

(iii) the sale or disposition by the Company of all or substantially all of the Company's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions, (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that is considered to effectively control the Company and (C) no Change in Control shall be deemed to have occurred if (i) its sole purpose is to change the jurisdiction of the Company's incorporation or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction. In no event will a Change in Control be deemed to have occurred if any Participant is part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control. Notwithstanding the foregoing or any provision of any Award Agreement to the contrary, for any Award that provides for accelerated distribution on a Change in Control of amounts that constitute "deferred compensation" (as defined in Section 409A of the Code ("**Section 409A**"), if the event that constitutes such Change in Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets (in either case, as defined in Section 409A), such amount shall not be distributed on such Change in Control but instead shall vest as of such Change in Control and shall be distributed on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A.

(i) "**Class A Share**" means a share of the Company's Class A common stock, $0.00000125 par value.

(j) "**Class B Share**" means a share of the Company's Class B common stock, $0.00000125 par value.

(k) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(l) "**Committee**" means the compensation committee of the Board unless another committee is designated by the Board. If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the "Committee" shall refer to the Board.

(m) "**Consultant**" means any individual, including an advisor, who is providing services to the Company or any Subsidiary or who has accepted an offer of service or consultancy from the Company or any Subsidiary.

(n) "**Director**" means any member of the Board.

(o) "**Disability**" has the meaning set forth in the Participant's Service Agreement or Award Agreement, if applicable, or if not so defined, means total and permanent disability as defined in Code Section 22(e)(3), *provided* that in the case of Awards other than Incentive Stock Options, the Committee in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Committee from time to time.

(p) "**Effective Date**" means the date on which the closing of the Company's initial public offering of the Class A Shares occurs.

(q) "**Employee**" means any individual, including any officer, employed by the Company or any Subsidiary or any prospective employee or officer who has accepted an offer of employment from the Company or any Subsidiary, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its discretion, subject to any requirements of the Code or applicable laws.

(r) "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(s) "**Fair Market Value**" means (i) with respect to Shares, the closing price of a Share on the applicable date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which the Shares are quoted or traded as reported in *The Wall Street Journal* or such other source as the Committee deems reliable, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(t) "**Founders**" means William Schlacks and Jabbok Schlacks.

(u) "**Incentive Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that meets the requirements of Section 422 of the Code.

(v) "**Intrinsic Value**" with respect to an Option or SAR Award means (i) the excess, if any, of the price or implied price per Share in a Change in Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied by* (iii) the number of Shares covered by such Award.

(w) "**IPO Award**" means any award pursuant to this Plan at the closing of, or in connection with, the initial public offering of the Class A Shares.

(x) "**Non-Qualified Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that is not an Incentive Stock Option.

(y) "**Option**" means an Incentive Stock Option or a Non-Qualified Stock Option.

(z) "**Other Cash-Based Award**" means an Award granted pursuant to Section 11, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan.

(aa) "**Other Stock-Based Award**" means an Award granted pursuant to Section 11 that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, dividend rights or dividend equivalent rights or Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee.

(ab) "**Participant**" means the recipient of an Award granted under the Plan.

(ac) "**Performance Award**" means an Award granted pursuant to Section 10.

(ad) "**Performance Period**" means the period established by the Committee with respect to any Performance Award during which the performance goals specified by the Committee with respect to such Award are to be measured.

(ae) "**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

(af) "**Pre-IPO Award**" means an award granted prior to the Effective Date under the Pre-IPO Plan.

(ag) "**Pre-IPO Plan**" means the EquipmentShare.com Inc 2016 Equity Incentive Plan, as amended from time to time.

(ah) "**Restricted Stock**" means any Share subject to certain restrictions and forfeiture conditions, granted pursuant to Section 8.

(ai) "**RSU**" means a contractual right granted pursuant to Section 9 that is denominated in Shares. Each RSU represents a right to receive the value of one Share (or a percentage of such value) in cash, Shares or a combination thereof. Awards of RSUs may include the right to receive dividend equivalents.

(aj) "**SAR**" means a right granted pursuant to Section 7 to receive upon exercise by the Participant or settlement, in cash, Shares or a combination thereof, the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise or hurdle price of the right on the date of grant.

(ak) "**Service Agreement**" means any employment, severance, consulting or similar agreement between the Company or any of its Affiliates and a Participant.

(al) "**Share**" means a Class A Share or a Class B Share.

(am) "**Subsidiary**" means an entity of which the Company directly or indirectly holds all or a majority of the value of the outstanding equity interests of such entity or a majority of the voting power with respect to the voting securities of such entity. Whether employment by or service with a Subsidiary is included within the scope of the Plan shall be determined by the Committee.

(an) "**Substitute Award**" means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

(ao) “**Termination of Service**” means, in the case of a Participant who is an Employee, cessation of the employment relationship such that the Participant is no longer an employee of the Company or any Subsidiary, or, in the case of a Participant who is a Consultant, non-employee Director or other service provider, the date the performance of services for the Company or any Subsidiary has ended; *provided*, *however*, that in the case of a Participant who is an Employee, the transfer of employment from the Company to a Subsidiary, from a Subsidiary to the Company, from one Subsidiary to another Subsidiary or, unless the Committee determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or a Subsidiary as a Director or Consultant shall not be deemed a cessation of service that would constitute a Termination of Service; *provided*, *further*, that a Termination of Service shall be deemed to occur for a Participant employed by, or performing services for, a Subsidiary when such Subsidiary ceases to be a Subsidiary unless such Participant’s employment or service continues with the Company or another Subsidiary. Notwithstanding the foregoing, with respect to any Award subject to Section 409A (and not exempt therefrom), a Termination of Service occurs when a Participant experiences a “separation of service” (as such term is defined under Section 409A).

Section 3. *Eligibility*.

(a) Any Employee, non-employee Director or Consultant shall be eligible to be selected to receive an Award under the Plan, to the extent that an offer or receipt of an Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of equity compensation awards granted by a company that is acquired by the Company (or whose business is acquired by the Company) or with which the Company combines are eligible for grants of Substitute Awards under the Plan to the extent permitted under applicable regulations of any stock exchange on which the Company is listed.

Section 4. *Administration*.

(a) *Administration of the Plan*. The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its stockholders, Participants and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan.

(b) *Delegation of Authority*. To the extent permitted by applicable law, , the Committee may delegate to one or more officers of the Company some or all of its authority under the Plan, including the authority to grant Options and SARs or other Awards in the form of Share rights (except that such delegation shall not apply to any Award for a Person then covered by Section 16 of the Exchange Act), and the Committee may delegate to one or more committees of the Board (which may consist of solely one Director) some or all of its authority under the Plan, including the authority to grant all types of Awards, in accordance with applicable law.

(c) *Authority of Committee*. Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number and class of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award and prescribe the form of each Award Agreement, which need not be identical for each Participant; (v) determine whether, to what extent, under what circumstances and by which methods Awards may be settled or exercised in cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise), or any combination thereof, or canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) amend terms or conditions of any outstanding Awards; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein. Notwithstanding anything to the contrary herein, Awards granted pursuant to this Plan will be issued with respect to Class A Shares, other than the IPO Awards granted to a Founder, which may at the Committee's discretion be issued with respect to Class A Shares or Class B Shares.

Section 5. *Shares Available for Awards*.

(a) Subject to adjustment as provided in Section 5(c) and except for Substitute Awards, the maximum number of Shares available for issuance under the Plan shall not exceed 33,122,567 Shares, plus 7,247,595 Shares, representing the number of Shares that remain available for issuance pursuant to the Pre-IPO Plan as of immediately prior to the Effective Date (the "**Initial Share Pool**"); *provided* that the total number of Shares available for issuance under the Plan shall be increased on each January 1 following the Effective Date up to and including January 1 of the year in which the 10-year anniversary of the Effective Date occurs in an amount equal to the lesser of (i) 1% of the number of Shares outstanding on the last day of the immediately preceding fiscal year and (ii) such number of Shares as determined by the Committee in its discretion. Shares underlying Substitute Awards and Shares remaining available for grant under a plan of an acquired company or of a company with which the Company combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise), appropriately adjusted to reflect the acquisition or combination transaction, shall not reduce the number of Shares remaining available for grant hereunder.

(b) If any Award or Pre-IPO Award is forfeited, cancelled, expires, terminates or otherwise lapses or is settled in cash, in whole or in part, without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or lapsed Award or Pre-IPO Award shall again be available for grant under the Plan. For the avoidance of doubt, the following shall become available for issuance under the Plan: (i) any Shares withheld in respect of taxes relating to any Award or Pre-IPO Award and (ii) any Shares tendered or withheld to pay the exercise price of Options or Pre-IPO Awards.

(c) In the event that the Committee determines that, as a result of any dividend or other distribution (other than an ordinary dividend or distribution), recapitalization, stock split, reverse stock split, reorganization, merger, amalgamation, consolidation, take private, separation, rights offering, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, subject to Section 19 and applicable law, adjust equitably so as to ensure no undue enrichment or harm (including by payment of cash), any or all of:

(i) the number and type of Shares (or other securities or cash) which thereafter may be made the subject of Awards, including the aggregate limits specified in Section 5(a) and Section 5(f);

(ii) the number or amount and type of Shares (or other securities) subject to outstanding Awards;

(iii) the grant, acquisition, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

(iv) the terms and conditions of any outstanding Awards, including the performance criteria of any Performance Awards and whether the Awards should be cash settled or Share settled;

provided, *however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company.

(e) A Participant who is a non-employee Director may not receive compensation for any calendar year in excess of $750,000 in the aggregate, including cash payments and Awards.

(f) Subject to adjustment as provided in Section 5(c)(i), the maximum number of Shares available for issuance with respect to Incentive Stock Options shall be equal to the Initial Share Pool.

Section 6. *Options*. The Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The exercise price per Share under an Option shall be determined by the Committee at the time of grant; *provided*, *however*, that except in the case of Substitute Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such Option. The Committee shall determine the time or times at which an Option becomes vested and exercisable in whole or in part.

(c) The Committee shall determine the methods by which, and the forms in which, payment of the exercise price with respect thereto may be made or deemed to have been made, including cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise) or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(d) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Incentive Stock Options may be granted only to employees of the Company or of a parent or subsidiary corporation (as defined in Section 424 of the Code).

Section 7. *Stock Appreciation Rights*. The Committee is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) SARs may be granted under the Plan to Participants either alone (“freestanding”) or in addition to other Awards granted under the Plan (“tandem”) and may, but need not, relate to a specific Option granted under Section 6.

(b) The exercise or hurdle price per Share under a SAR shall be determined by the Committee; *provided*, *however*, that except in the case of Substitute Awards, such exercise or hurdle price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR.

(c) The term of each SAR shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such SAR. The Committee shall determine the time or times at which a SAR may be exercised or settled in whole or in part.

(d) Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of Shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one Share on the exercise date over the exercise or hurdle price of such SAR. The Company shall pay such excess in cash, in Shares valued at Fair Market Value, or any combination thereof, as determined by the Committee.

Section 8. *Restricted Stock.* The Committee is authorized to grant Awards of Restricted Stock to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule.

(b) Awards of Restricted Stock shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Subject to the restrictions set forth in the applicable Award Agreement, a Participant generally shall have the rights and privileges of a stockholder with respect to Awards of Restricted Stock, including the right to vote such Shares of Restricted Stock and the right to receive dividends, as long as the Participant is a holder of such Awards of Restricted Stock.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends or other distributions paid on Awards of Restricted Stock prior to vesting be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividends or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as the underlying Awards.

(e) Any Award of Restricted Stock may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may provide in an Award Agreement that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, such Participant shall be required to file promptly a copy of such election with the Company and the applicable Internal Revenue Service office.

Section 9. *RSUs.* The Committee is authorized to grant Awards of RSUs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule and the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Awards of RSUs shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) An RSU shall not convey to a Participant the rights and privileges of a stockholder with respect to the Share subject to such RSU, such as the right to vote or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such RSU.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that dividend equivalents or other distributions may be paid with respect to the Shares underlying Awards of RSUs. Any such dividend equivalents or other distributions may be payable either in cash or in additional Shares and either on a current or deferred basis and that such dividend equivalents or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as such Awards, in each case, as set forth in the applicable Award Agreement.

(e) Shares delivered upon the vesting and settlement of an Award of RSUs may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any Award of RSUs may be made.

Section 10.*Performance Awards.* The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) Performance Awards may be denominated as a cash amount, number of Shares or units or a combination thereof and are Awards that may be earned upon achievement or satisfaction of performance conditions specified by the Committee. In addition, the Committee may specify that any other Award shall constitute a Performance Award by conditioning the grant to a Participant or the right of a Participant to exercise the Award or have it settled, and the timing thereof, upon achievement or satisfaction of such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Performance criteria may be measured on an absolute (e.g., plan or budget) or relative basis, and may be established on a corporate-wide basis, with respect to one or more business units, divisions, Subsidiaries or business segments, or on an individual basis. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which the Company conducts its business, or other events or circumstances render the performance objectives unsuitable, the Committee may modify the performance objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable such that it does not provide any undue enrichment or harm. Performance measures may vary from Performance Award to Performance Award and from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative. The Committee shall have the power to impose such other restrictions on Awards subject to this Section 10(b) as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements of any applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(c) Settlement of Performance Awards shall be in cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined in the discretion of the Committee.

(d) A Performance Award shall not convey to a Participant the rights and privileges of a stockholder with respect to the Share subject to such Performance Award, such as the right to vote (except as relates to Restricted Stock) or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such Performance Award. The Committee, in its sole discretion, may specify in the applicable Award Agreement that dividend equivalents or other distributions may be paid with respect to the Shares underlying Performance Award. Any such dividend equivalents or other distributions may be payable either in cash or in additional Shares on the settlement date of the Performance Award, subject to the Participant's earning of the Shares with respect to which such dividend equivalents are paid upon achievement or satisfaction of performance conditions specified by the Committee in the applicable Award Agreement. Shares delivered upon the vesting and settlement of a Performance Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration. For the avoidance of doubt, unless otherwise determined by the Committee, no dividend equivalent rights shall be provided with respect to any Shares subject to Performance Awards that are not earned or otherwise do not vest or settle pursuant to their terms.

(e) The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a Performance Award.

Section 11. *Other Cash-Based Awards and Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant Other Cash-Based Awards (either independently or as an element of or supplement to any other Award under the Plan) and Other Stock-Based Awards. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 11 shall be purchased for such consideration, and paid for at such times, by such methods and in such forms, including cash, Shares, other Awards, other property, net settlement, broker-assisted cashless exercise or any combination thereof, as the Committee shall determine; *provided* that the purchase price therefor shall not be less than the Fair Market Value of such Shares on the date of grant of such right.

Section 12. *Effect of Termination of Service or a Change in Control on Awards.*

(a) The Committee may provide, by rule or regulation or in any applicable Award Agreement, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of a Participant's Termination of Service prior to the end of a Performance Period or vesting, exercise or settlement of such Award.

(b) Subject to the last sentence of Section 2(kk), the Committee may determine, in its discretion, whether, and the extent to which, (i) an Award will vest during a leave of absence, (ii) a reduction in service level (for example, from full-time to part-time employment) will cause a reduction, or other change, to an Award and (iii) a leave of absence or reduction in service will be deemed a Termination of Service.

(c) In the event of a Change in Control, the Committee may, in its sole discretion, and on such terms and conditions as it deems appropriate, take any one or more of the following actions with respect to any outstanding Award, which need not be uniform with respect to all Participants and/or Awards:

(i) continuation or assumption of such Award by the Company (if it is the surviving corporation) or by the successor or surviving entity or its parent on no less favorable terms and conditions as were in place prior to the Change in Control;

(ii) substitution or replacement of such Award by the successor or surviving entity or its parent with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving entity (or a parent or subsidiary thereof), with substantially the same terms and value as such Award (including any applicable performance targets or criteria with respect thereto);

(iii) acceleration of the vesting of such Award and the lapse of any restrictions thereon and, in the case of an Option or SAR Award, acceleration of the right to exercise such Award during a specified period (and the termination of such Option or SAR Award without payment of any consideration therefor to the extent such Award is not timely exercised), in each case, either (A) immediately prior to or as of the date of the Change in Control, (B) upon a Participant's involuntary Termination of Service (including upon a termination of the Participant's employment by the Company (or a successor corporation or its parent) without Cause, by a Participant for "good reason" as such term may be defined in the applicable Award Agreement and/or a Participant's Service Agreement, as the case may be and/or due to a Participant's death or Disability) on or within a specified period following the Change in Control or (C) upon the failure of the successor or surviving entity (or its parent) to continue or assume such Award on no less favorable terms and conditions as were in place prior to the Change in Control;

(iv) in the case of a Performance Award, determination of the level of attainment of the applicable performance condition(s); and

(v) cancellation of such Award in consideration of a payment, with the form, amount and timing of such payment determined by the Committee in its sole discretion, subject to the following: (A) such payment shall be made in cash, securities, rights and/or other property; (B) the amount of such payment shall equal the value of such Award, as determined by the Committee in its sole discretion; *provided* that, in the case of an Option or SAR Award, if such value equals the Intrinsic Value of such Award, such value shall be deemed to be valid; *provided further* that, if the Intrinsic Value of an Option or SAR Award is equal to or less than zero, the Committee may, in its sole discretion, provide for the cancellation of such Award without payment of any consideration therefor (for the avoidance of doubt, in the event of a Change in Control, the Committee may, in its sole discretion, terminate any Option or SAR Awards for which the exercise or hurdle price is equal to or exceeds the per Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor); and (C) such payment shall be made promptly following such Change in Control or on a specified date or dates following such Change in Control; *provided* that the timing of such payment shall comply with Section 409A.

Section 13. *General Provisions Applicable to Awards*.

(a) Awards shall be granted for such cash or other consideration, if any, as the Committee determines; *provided* that in no event shall Awards be issued for less than such minimal consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined by the Committee in its discretion at the time of grant, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Committee or as specifically provided in an Award Agreement, (i) no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant other than by will or pursuant to Section 13(e) and (ii) during a Participant’s lifetime, each Award, and each right under any Award, shall be exercisable only by such Participant or, if permissible under applicable law, by such Participant’s guardian or legal representative. The provisions of this Section 13(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) A Participant may designate a Beneficiary or change a previous Beneficiary designation only at such times as prescribed by the Committee, in its sole discretion, and only by using forms and following procedures approved or accepted by the Committee for that purpose.

(f) All certificates, if any, for Shares and/or other securities delivered under the Plan pursuant to any Award or the exercise or settlement thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock market or exchange upon which such Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(g) The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Committee's satisfaction, (ii) as determined by the Committee, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws, stock market or exchange rules and regulations or accounting or tax rules and regulations and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Committee deems necessary or appropriate to satisfy any applicable laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Committee determines is necessary to the lawful issuance and sale of any Shares, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

(h) The Committee may impose restrictions on any Award with respect to non-competition, non-solicitation, confidentiality and other restrictive covenants, or requirements to comply with minimum share ownership requirements, as it deems necessary or appropriate in its sole discretion, which such restrictions may be set forth in any applicable Award Agreement or otherwise.

Section 14.*Amendments and Terminations*.

(a) *Amendment or Termination of the Plan*. Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided*, *however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) stockholders' approval if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) subject to Section 5(c) and Section 12, the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (x) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan, or create sub-plans, in such manner as may be necessary or desirable to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations.

(b) *Dissolution or Liquidation*. In the event of the dissolution or liquidation of the Company, each Award shall terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

(c) *Terms of Awards*. The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted (including by substituting another Award of the same or a different type), prospectively or retroactively, without the consent of any relevant Participant or holder or Beneficiary of an Award; *provided*, *however*, that, subject to Section 5(c) and Section 12, no such action shall materially adversely affect the rights of any affected Participant or holder or Beneficiary under any Award theretofore granted under the Plan, except (x) to the extent any such action is made to cause the Plan or Award to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 5(c)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) *Repricing*. The Committee may, without the approval of the Company's stockholders: (1) amend any outstanding Option, SAR or similar Award granted under the Plan to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option, SAR or similar Award, (2) cancel any outstanding Option, SAR or similar Award (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan covering the same or a different number of Shares and having an exercise or measurement price per share lower than the then-current exercise price per share of the cancelled Option, (3) cancel in exchange for a cash payment any outstanding Option, SAR or similar Award with an exercise price per share above the then-current fair market value of a Share (valued in the manner determined or approved by the Board) or (4) take any other action under the Plan that constitutes a "repricing" within the meaning of the rules of the applicable exchange on which the Company is listed.

Section 15.*Miscellaneous*.

(a) No Employee, Consultant, non-employee Director, Participant, or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or any applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding on the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(c) No payment pursuant to the Plan shall be taken into account in determining any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate, except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(d) Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, including the grant of options and other stock-based awards, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement, or any combination thereof) of applicable withholding taxes due in respect of an Award, its exercise or settlement or any payment or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by such Participant) as may be necessary to satisfy all obligations for the payment of such taxes and, unless otherwise determined by the Committee in its discretion, to the extent such withholding would not result in liability classification of such Award (or any portion thereof) pursuant to FASB ASC Subtopic 718-10.

(f) If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award Agreement, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.

(g) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(h) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(i) Awards may be granted to Participants who are non-U.S. nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

Section 16.*Effective Date of the Plan.* The Plan shall be effective as of the Effective Date.

Section 17.*Term of the Plan.* The Committee may suspend or terminate the Plan at any time. No Awards shall be granted under the Plan after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved by the stockholders of the Company. In addition, no Award shall be granted under the Plan after the earlier to occur of (i) the maximum number of Shares available for issuance under the Plan have been issued and (ii) the Board terminates the Plan in accordance with Section 14(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 18.*Cancellation or "Clawback" of Awards*.

(a) The Committee may specify in an Award Agreement that a Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include a Termination of Service with or without Cause (and, in the case of any Cause that is resulting from an indictment or other non-final determination, the Committee may provide for such Award to be held in escrow or abeyance until a final resolution of the matters related to such event occurs, at which time the Award shall either be reduced, cancelled or forfeited (as provided in such Award Agreement) or remain in effect, depending on the outcome), violation of material policies, breach of non-competition, non-solicitation, confidentiality or other restrictive covenants, or requirements to comply with minimum share ownership requirements, that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

(b) The Committee shall have full authority to implement any policies and procedures necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes. Notwithstanding anything to the contrary contained herein, any Awards granted under the Plan (including any amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time, including the EquipmentShare.com Inc Compensation Recoupment Policy, and the Committee may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Awards granted to the Participant or any Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Shares underlying such Awards.

Section 19.*Section 409A.* With respect to Awards subject to Section 409A, the Plan is intended to comply with the requirements of Section 409A, and the provisions of the Plan and any Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding anything in the Plan to the contrary, if the Board considers a Participant to be a "specified employee" under Section 409A at the time of such Participant's "separation from service" (as defined in Section 409A), and any amount hereunder is "deferred compensation" subject to Section 409A, any distribution of such amount that otherwise would be made to such Participant with respect to an Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in such Participant's incurring interest or additional tax under Section 409A. If an Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), a Participant's right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if an Award includes "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), a Participant's right to such dividend equivalents shall be treated separately from the right to other amounts under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a Participant on account of noncompliance with Section 409A.

Section 20.*Successors and Assigns*. The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

Section 21.*Governing Law*. The Plan and each Award Agreement shall be governed by the laws of the State of Texas, without application of the conflicts of law principles thereof.

Exhibit 10.17

EQUIPMENTSHARE.COM INC
2025 EMPLOYEE STOCK PURCHASE PLAN

Section 1. *Purpose.* This EquipmentShare.com Inc 2025 Employee Stock Purchase Plan (the "**Plan**") is intended to provide employees of the Company and its Participating Subsidiaries with an opportunity to acquire a proprietary interest in the Company through the purchase of Shares. The Plan has two components: (a) one component (the "**423 Component**") is intended to qualify as an "employee stock purchase plan" under Section 423(b) of the Code, and the Plan will be interpreted in a manner that is consistent with that intent, and (b) the other component (the "**Non-423 Component**"), which is not intended to qualify as an "employee stock purchase plan" under Section 423 of the Code, authorizes the grant of options pursuant to rules, procedures or sub-plans adopted by the Committee that are designed to achieve tax, securities laws or other objectives for Eligible Employees. Rights granted under the Non-423 Component shall be granted pursuant to separate Offerings containing such sub-plans, appendices, rules or procedures as may be adopted by the Committee and designed to achieve tax, securities laws or other objectives for Eligible Employees, the Company and Participating Subsidiaries but shall not be intended to qualify as an "employee stock purchase plan" under Section 423 of the Code. Except as otherwise provided herein or as may be determined by the Committee, the Non-423 Component will operate and be administered in the same manner as the 423 Component. Offerings intended to be made under the Non-423 Component will be designated as such by the Committee at or prior to the time of such Offering and unless designated as a Non-423 Component, any Offering will be deemed a 423 Component Offering. For purposes of this Plan, the Committee may designate separate Offerings under the Plan in which Eligible Employees will participate. The terms of these Offerings need not be identical, even if the dates of the applicable Offering Period(s) in each such Offering are identical; *provided* that the terms of participation are the same within each separate Offering under the 423 Component (as determined under Section 423 of the Code). Solely by way of example and without limiting the foregoing, the Company could, but shall not be required to, provide for simultaneous Offerings under the 423 Component and the Non-423 Component of the Plan.

Section 2. *Definitions*.

(a) "**Administrator**" means the Committee.

(b) "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Company.

(a) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(c) "**Board**" means the Board of Directors of the Company.

(d) "**Change in Control**" means the occurrence of one or more of the following events; *provided* that such term shall be construed and applied in a manner consistent with Section 424 of the Code and the regulations thereunder:

(i) any Person, other than (A) any employee plan established by the Company or any Subsidiary, (B) the Company or any of its Affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, is (or becomes, during any 12-month period) the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; *provided* that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (iii) below;

(ii) the consummation of a merger, amalgamation or consolidation of the Company or any of its Affiliates with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements (any such transaction, a "**Corporate Transaction**"); *provided* that immediately following such Corporate Transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such Corporate Transaction or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such Corporate Transaction, 50% or more of the total voting power of the stock of such surviving entity or parent entity thereof); and *provided*, *further*, that such a Corporate Transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of either the then-outstanding Shares or the combined voting power of the Company's then-outstanding voting securities shall not be considered a Change in Control; or

(iii) the sale or disposition by the Company of all or substantially all of the Company's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions, (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that is considered to effectively control the Company and (C) no Change in Control shall be deemed to have occurred if (i) its sole purpose is to change the jurisdiction of the Company's incorporation or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction. In no event will a Change in Control be deemed to have occurred if any Participant is part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control. Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final U.S. Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

(e) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(f) "**Committee**" means the compensation committee of the Board unless another committee is designated by the Board. If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the "Committee" shall refer to the Board.

(g) "**Company**" means EquipmentShare.com Inc, a Texas corporation, including any successor thereto.

(h) "**Compensation**" means, unless otherwise determined by the Administrator, base salary, wages, annual bonuses and commissions paid to an Eligible Employee by the Company or a Participating Subsidiary as compensation for services to the Company or Participating Subsidiary as reflected in the Company's payroll records, before deduction for any salary deferral contributions made by the Eligible Employee to any tax-qualified or nonqualified deferred compensation plan, including overtime, vacation pay, holiday pay and parental leave pay, but excluding education or tuition reimbursements, imputed income arising under any group insurance or benefit program, travel expenses, business and relocation expenses, and income received in connection with equity-based awards. The Administrator, in its discretion, may, on a uniform and nondiscriminatory basis, establish a different definition of Compensation for a subsequent Offering Period.

(i) “**Designated Broker**” means the financial services firm or other agent designated by the Company to maintain ESPP Share Accounts on behalf of Participants who have purchased Shares under the Plan.

(j) “**Effective Date**” means the date on which the closing of the Company’s initial public offering of the Class A Shares occurs.

(k) “**Eligible Employee**” means

1. With respect to the 423 Component, an Employee who is customarily employed for at least twenty (20) hours per week and more than five (5) months in any calendar year.
2. With respect to the Non-423 Component, such Employees as determined by the Committee.

The Administrator, in its discretion, from time to time may, prior to an Offering Date for all options to be granted on such Offering Date in an Offering, determine (for each Offering under the 423 Component, on a uniform and nondiscriminatory basis or as otherwise permitted by Treasury Regulation Section 1.423-2) that the definition of Eligible Employee will or will not include an individual if he or she: (i) has not completed at least two (2) years of service since his or her last hire date (or such lesser period of time as may be determined by the Administrator in its discretion); (ii) customarily works not more than twenty (20) hours per week (or such lesser period of time as may be determined by the Administrator in its discretion); (iii) customarily works not more than five (5) months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion); (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code; or (v) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or is an officer or subject to the disclosure requirements of Section 16(a) of the Exchange Act; *provided* the exclusion is applied with respect to each Offering under the 423 Component in an identical manner to all highly compensated individuals of the Employer whose Eligible Employees are participating in that Offering under the 423 Component. Each exclusion will be applied with respect to an Offering in a manner complying with U.S. Treasury Regulation Section 1.423-2(e)(2)(ii). Such exclusions may be applied with respect to an Offering under the Non-423 Component without regard to the limitations of Treasury Regulation Section 1.423-2.

(l) “**Employee**” means any person who renders services to the Company or a Participating Subsidiary as an employee pursuant to an employment relationship with such employer and, with respect to the 423 Component, a person who is an employee within the meaning of Section 3401(c) of the Code. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on military leave, sick leave or other leave of absence approved by the Company or a Participating Subsidiary that meets the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three (3) months, or such other period of time specified in Treasury Regulation Section 1.421-1(h)(2), and the individual's right to re-employment is not guaranteed by statute or contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three-month period, or such other period specified in Treasury Regulation Section 1.421-1(h)(2).

(m) "**Enrollment Form**" means an agreement pursuant to which an Eligible Employee may elect to enroll in the Plan, to authorize a new level of payroll deductions, or to stop payroll deductions and withdraw from an Offering Period.

(n) "**ESPP Share Account**" means an account into which Shares purchased with accumulated payroll deductions at the end of an Offering Period are held on behalf of a Participant.

(o) "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(p) "**Fair Market Value**" means, as of any date, the closing price of a Share on the trading day immediately preceding the date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which Shares are quoted or traded as reported in *The Wall Street Journal* or such other source as the Committee deems reliable, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, and such determination shall be conclusive and binding on all persons.

(q) "**Offering Date**" means the first Trading Day of each Offering Period as designated by the Committee.

(r) "**Offering or Offering Period**" means, unless otherwise determined by the Committee, a period of 6 months beginning each January 1 and July 1 of each year; *provided* that, pursuant to Section 5, the Committee may change the duration of future Offering Periods (subject to a maximum Offering Period of twenty-seven (27) months) and/or the start and end dates of future Offering Periods. To the extent permitted by Treas. Reg. § 1.423-2(a)(1), the terms of each separate Offering under the 423 Component need not be identical; *provided* that the terms of the 423 Component and an

Offering thereunder together satisfy Treas. Reg. § 1.423-2(a)(2) and (a)(3).

(s) "**Participant**" means an Eligible Employee who is actively participating in the Plan.

(t) "**Participating Subsidiaries**" means the Subsidiaries that have been designated as eligible to participate in the Plan, and such other Subsidiaries that may be designated by the Committee from time to time in its sole discretion. For purposes of the 423 Component, any Subsidiary of the Company from time to time may be a Participating Subsidiary; *provided*, *however*, that at any given time, a Subsidiary that is a Participating Subsidiary under the 423 Component will not be a Participating Subsidiary under the Non-423 Component. The Committee may so designate any Subsidiary, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the stockholders of the Company.

(u) "**Plan**" means this EquipmentShare.com Inc 2025 Employee Stock Purchase Plan, as set forth herein, and as amended from time to time.

(v) "**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

(w) "**Purchase Date**" means one or more dates during an Offering selected by the Committee on which the Participant's option to purchase Shares will be exercised and on which purchases of shares will be carried out in accordance with such Offering.

(x) "**Purchase Price**" means a price that is not less than the lesser of (i) eighty-five percent (85%) (or such greater percentage as designated by the Committee) of the Fair Market Value of a Share on the Offering Date or (ii) eighty-five percent (85%) (or such greater percentage as designated by the Committee) of the Fair Market Value of a Share on the Purchase Date, whichever is lower; *provided* that the Purchase Price per Share will in no event be less than the par value of the Shares.

(y) "**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Securities Act shall include any successor provision thereto.

(z) **"Share"** means a share of the Company's Class A common stock, $0.00000125 par value.

(aa) "**Subsidiary**" means any corporation, domestic or foreign, of which not less than fifty percent (50%) of the combined voting power is held by the Company or a Subsidiary, whether or not such corporation exists now or is hereafter organized or acquired by the Company or a Subsidiary. In all cases, the determination of whether an entity is a Subsidiary shall be made in accordance with Section 424(f) of the Code.

(ab) "**Trading Day**" means any day on which the national stock exchange upon which the Shares are listed is open for trading or, if the Shares are not listed on an established stock exchange or national market system, a business day, as determined by the Committee in good faith.

Section 3. *Administration*.

(a) Administration of the Plan. The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its stockholders, Participants and any beneficiaries thereof. All expenses of administering the Plan will be borne by the Company.

(b) Delegation of Authority. To the extent permitted by applicable law, the Committee may delegate to (i) one or more officers of the Company some or all of its authority under the Plan (except that such delegation shall not apply to any Employee then covered by Section 16 of the Exchange Act) and (ii) one or more committees of the Board (which may consist of solely one member of the Board) some or all of its authority under the Plan in accordance with applicable law.

(c) Authority of the Committee. Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) construe and interpret the Plan, prescribe, amend and rescind rules relating to the Plan's administration, and take any other actions necessary or desirable for the administration of the Plan, including without limitation adopting sub-plans or special rules applicable to Participants in particular Participating Subsidiaries or locations, which sub-plans or special rules may be designed to be outside the scope of Section 423 of the Code and under the Non-423 Component; (ii) correct any defect or supply any omission or reconcile any inconsistency or ambiguity in the Plan; (iii) notwithstanding anything in the Plan to the contrary and without limiting the generality of the foregoing, change the duration, frequency, start and end dates of any Offering Period pursuant to Section 5, the minimum and maximum amounts of Compensation for payroll deductions pursuant to Section 6(a), the frequency with which a Participant may elect to change his or her rate of payroll deductions pursuant to Section 6(b), the dates by which a Participant is required to submit an Enrollment Form pursuant to Section 6(b) and Section 10(a), the effective date of a Participant's withdrawal due to termination or transfer of employment or change in status pursuant to Section 11, and the withholding procedures pursuant to Section 18(m). With respect to the Non-423 Component, the rules of such sub-plans may take precedence over other provisions of this Plan, with the exception of Section 14 hereof, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.

Section 4. *Eligibility*.

(a) Eligibility Generally. Unless otherwise determined by the Committee in a manner that is consistent with Section 423 of the Code, any individual who is an Eligible Employee as of the last day of the enrollment period designated by the Committee for a particular Offering Period will be eligible to participate in such Offering Period. In order to participate in an Offering, any individual who is an Eligible Employee must deliver a completed Enrollment Form to the Company at least 15 business days prior to the Offering Date and must elect his or her payroll deduction as described in Section 6. For clarity, unless otherwise determined by the Committee, an individual who first becomes an Eligible Employee less than 15 business days prior to the Offering Date will not be eligible to participate in such Offering Period.

(b) Limitations on Participation. Notwithstanding any provision of the Plan to the contrary, for the 423 Component of the Plan, no Eligible Employee shall be granted an option under the Plan if (i) immediately after the grant of the option, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own stock of the Company or hold outstanding options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any Subsidiary or (ii) such option would permit such Eligible Employee's rights to purchase stock under all employee stock purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate that exceeds twenty-five thousand dollars ($25,000) of the Fair Market Value of such stock (determined at the time the option is granted) for each calendar year in which such option is outstanding at any time, in accordance with the provisions of Section 423(b)(8) of the Code.

Section 5. *Offering Periods*. The Committee shall have the authority to change the duration, frequency, start and end dates of Offering Periods.

Section 6. *Participation*.

(a) Enrollment; Payroll Deductions. An Eligible Employee may elect to participate in the Plan by properly completing an Enrollment Form, which may be electronic, and submitting it to the Company, in accordance with the enrollment procedures established by the Committee. Participation in the Plan is entirely voluntary. By submitting an Enrollment Form, which may be electronic, subject to Section 4(b) hereof, the Eligible Employee authorizes payroll deductions from his or her paycheck in an amount equal to at least one percent (1%), but not more than ten percent (10%) of his or her Compensation on each pay day occurring during an Offering Period (or such other maximum percentage as the Committee may establish from time to time before an Offering Period begins). Payroll deductions shall commence on the first payroll date following the Offering Date and end on the latest practicable payroll date on or before the Purchase Date. The Company shall maintain records of all payroll deductions but shall have no obligation to pay interest on payroll deductions or to hold such amounts in a trust or in any segregated account. Unless expressly permitted by the Committee, a Participant may not make any separate contributions or payments to the Plan. If payroll deductions for purposes of the Plan are prohibited or otherwise problematic under applicable law (as determined by the Committee in its discretion), the Committee may permit Participants to contribute to the Plan by such other means as determined by the Committee. Any reference to "payroll deductions" in this Section 6(a) (or in any other section of the Plan) will similarly cover contributions by other means made pursuant to this Section 6(a).

(b) Election Changes. During an Offering Period, unless otherwise determined by the Committee, a Participant may decrease (but not increase) his or her rate of payroll deductions applicable to such Offering Period only once. To make such a change, the Participant must submit a new Enrollment Form authorizing the new rate of payroll deductions at least 15 days before the Purchase Date. A Participant may decrease or increase his or her rate of payroll deductions for future Offering Periods by submitting a new Enrollment Form authorizing the new rate of payroll deductions at least 15 days before the start of the next Offering Period.

(c) Automatic Re-enrollment. The deduction rate selected in the Enrollment Form shall remain in effect for subsequent Offering Periods unless the Participant (i) submits a new Enrollment Form authorizing a new level of payroll deductions in accordance with Section 6(b), (ii) withdraws from the Plan in accordance with Section 10, or (iii) terminates employment or otherwise becomes ineligible to participate in the Plan.

(d) Non-U.S. Employees. In order to facilitate participation in the Plan, the Committee may provide for such special terms applicable to Participants who are citizens or residents of a non-U.S. jurisdiction, or who are employed by a Participating Subsidiary outside of the United States, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Except as permitted by Section 423 of the Code, with respect to the 423 Component, such special terms may not be more favorable than the terms of rights granted under the 423 Component to Eligible Employees who are residents of the United States. Such special terms may be set forth in an addendum to the Plan in the form of an appendix or sub-plan (which appendix or sub-plan may be designed to govern Offerings under the 423 Component or the Non-423 Component, as determined by the Committee). With respect to the Non-423 Component only, to the extent that the terms and conditions set forth in an appendix or sub-plan conflict with any provisions of the Plan, the provisions of the appendix or sub-plan shall govern. Without limiting the foregoing, the Committee is specifically authorized to adopt rules and procedures, with respect to Participants who are non-U.S. nationals or employed in non-U.S. jurisdictions, regarding the exclusion of particular Subsidiaries from participation in the Plan, eligibility to participate, the definition of Compensation, the handling of payroll deductions or other contributions by Participants, the payment of interest, the conversion of local currency, data privacy security, payroll tax, withholding procedures, and the establishment of bank or trust accounts to hold payroll deductions or contributions.

Section 7. *Grant of Option*. On each Offering Date, each Participant in the applicable Offering Period shall be granted an option to purchase, on the Purchase Date, a number of Shares determined by dividing the Participant's accumulated payroll deductions by the applicable Purchase Price. In connection with each Offering, the Committee may specify (a) a maximum number of Shares that may be purchased by any Participant on any Purchase Date in such Offering, (b) a maximum aggregate number of Shares that may be purchased by all Participants in such Offering, and (c) if such Offering contains more than one Purchase Date, a maximum aggregate number of Shares that may be purchased by all Participants on any Purchase Date in such Offering; *provided*, *however*, that in no event shall any Participant purchase more than 2,500 Shares during an Offering Period (subject to adjustment in accordance with Section 17 and the limitations set forth in Section 13 of the Plan).

Section 8. *Exercise of Option/Purchase of Shares*. A Participant's option to purchase Shares will be exercised automatically on the Purchase Date of each Offering Period. The Participant's accumulated payroll deductions will be used to purchase the maximum number of whole Shares that can be purchased with the amounts in the Participant's notional account. No fractional Shares may be purchased, but contributions unused in a given Offering Period due to being less than the cost of a Share will be carried forward to the next Offering Period, subject to earlier withdrawal by the Participant in accordance with Section 10 or termination of employment in accordance with Section 11.

Section 9. *Transfer of Shares*. As soon as reasonably practicable after each Purchase Date, the Company will arrange for the delivery to each Participant of the Shares purchased upon exercise of his or her option. The Committee may permit or require that the Shares be deposited directly into an ESPP Share Account established in the name of the Participant with a Designated Broker and may require that the Shares be retained with such Designated Broker for a specified period of time. Participants will not have any voting, dividend or other rights of a stockholder with respect to the Shares subject to any option granted hereunder until such Shares have been delivered pursuant to this Section 9.

Section 10. *Withdrawal*.

(a) Withdrawal Procedure. A Participant may withdraw from an Offering by submitting to the Company a revised Enrollment Form indicating his or her election to withdraw at least 15 days before the Purchase Date. The accumulated payroll deductions held on behalf of a Participant in his or her notional account (that have not been used to purchase Shares) shall be paid to the Participant promptly following receipt of the Participant's Enrollment Form indicating his or her election to withdraw and the

Participant's option shall be automatically terminated. If a Participant withdraws from an Offering Period, no payroll deductions will be made during any succeeding Offering Period, unless the Participant re-enrolls in accordance with Section 6(a) of the Plan.

(b) Effect on Succeeding Offering Periods. A Participant's election to withdraw from an Offering Period will not have any effect upon his or her eligibility to participate in succeeding Offering Periods that commence following the completion of the Offering Period from which the Participant withdraws.

Section 11. *Termination of Employment; Change in Employment Status*.

(a) Notwithstanding Section 10, upon termination of a Participant's employment for any reason, including death, Disability (as defined in the Company's 2025 Omnibus Incentive Plan, as may be amended or restated) or retirement, or a change in the Participant's employment status following which the Participant is no longer an Eligible Employee, which in either case occurs at least 15 days before the Purchase Date, the Participant will be deemed to have withdrawn from the Plan and the payroll deductions in the Participant's notional account (that have not been used to purchase Shares) shall be returned to the Participant, or in the case of the Participant's death, to the person(s) entitled to such amounts by will or the laws of descent and distribution, and the Participant's option shall be automatically terminated. If the Participant's termination of employment or change in status occurs within 15 days before a Purchase Date, the accumulated payroll deductions shall be used to purchase Shares on the Purchase Date.

(b) Unless otherwise determined by the Committee, a Participant whose employment transfers or whose employment terminates with an immediate rehire (with no break in service) by or between the Company or a Participating Subsidiary will not be treated as having terminated employment for purposes of participating in the Plan or an Offering; *provided*, *however*, if a Participant transfers from an Offering under the 423 Component to an Offering under the Non-423 Component, the exercise of the Participant's option will be qualified under the 423 Component only to the extent that such exercise complies with Section 423 of the Code. If a Participant transfers from an Offering under the Non-423 Component to an Offering under the 423 Component, the exercise of the Participant's option will remain non-qualified under the Non-423 Component.

Section 12. *Interest*. No interest shall accrue on or be payable with respect to the payroll deductions of a Participant in the Plan.

Section 13. *Shares Reserved for Plan*.

(a) Number of Shares. Subject to adjustment as provided in Section 17, the maximum number of Shares available for issuance under the Plan shall not exceed in the aggregate 2,316,263 Shares (the "**Initial Share Pool**"). The Shares may be newly issued

Shares, treasury Shares or Shares acquired on the open market. The total number of Shares available for purchase under the Plan shall be increased on the first day of each Company fiscal year following the Effective Date for a period of up to ten (10) years, in an amount equal to the least of (i) one percent (1%) of the total number of shares of the Company's Class A and Class B common stock outstanding as of the last completed fiscal year, (ii) such number of Shares as determined by the Board in its discretion and (iii) 12,000,000 Shares (subject to any adjustment in accordance with Section 17). If any option terminates for any reason without having been exercised, the Shares not purchased under such option will again become available for issuance under the Plan.

(b) Over-Subscribed Offerings. The number of Shares which a Participant may purchase in an Offering under the Plan may be reduced if the Offering is over-subscribed. No option granted under the Plan shall permit a Participant to purchase Shares which, if added together with the total number of Shares purchased by all other Participants in such Offering, would exceed the total number of Shares remaining available under the Plan. If the Committee determines that, on a particular Purchase Date, the number of Shares with respect to which options are to be exercised exceeds the number of Shares then available under the Plan, the Company shall make a pro rata allocation of the Shares remaining available for purchase in as uniform a manner as practicable and as the Committee determines to be equitable.

Section 14. *Transferability*. No payroll deductions credited to a Participant, nor any rights with respect to the exercise of an option or any rights to receive Shares hereunder may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will or the laws of descent and distribution) by the Participant. Any attempt to assign, transfer, pledge or otherwise dispose of such rights or amounts shall be without effect.

Section 15. *Application of Funds*. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose to the extent permitted by applicable law, and the Company shall not be required to segregate such payroll deductions or contributions.

Section 16. *Statements*. Participants will be provided with statements at least annually, which shall set forth the contributions made by the Participant to the Plan, the Purchase Price of any Shares purchased with accumulated funds, the number of Shares purchased, and any payroll deduction amounts remaining in the Participant's notional account.

Section 17. *Adjustments Upon Changes in Capitalization; Dissolution or Liquidation; Change in Control*.

(a) Adjustments. In the event that any dividend or other distribution (other than an ordinary dividend or distribution and whether in the form of cash, Shares, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the Company's structure affecting the Shares occurs, then in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, the Committee will, in such manner as it deems equitable, adjust the number of Shares and class of Shares that may be delivered under the Plan, the Purchase Price per Share and the number of Shares covered by each outstanding option under the Plan, and the numerical limits of Section 7 and Section 13.

(b) Dissolution or Liquidation. Unless otherwise determined by the Committee, in the event of a proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a new Purchase Date and the Offering Period will end immediately prior to the proposed dissolution or liquidation. The new Purchase Date will be before the date of the Company's proposed dissolution or liquidation. Before the new Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such time, the Participant has withdrawn from the Offering in accordance with Section 10.

(c) Change in Control. In the event of a Change in Control, the Committee shall have full discretion and authority to: (i) cancel each outstanding option and refund all accumulated payroll deductions to the Participant as soon as reasonably practical on or following the date of the Change in Control; (ii) assume each outstanding option or substitute an equivalent option by the successor corporation or a parent or Subsidiary of such successor corporation; *provided* if the successor corporation refuses to assume or substitute the option, the Offering Period with respect to which the option relates will be shortened by setting a new Purchase Date on which the Offering Period will end and the new Purchase Date will occur before the date of the Change in Control; *provided*, *further*, prior to the new Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such time, the Participant has withdrawn from the Offering in accordance with Section 10; or (iii) terminate all outstanding Offering Periods in accordance with Section 18(h).

Section 18. *General Provisions*.

(a) Equal Rights and Privileges Under the 423 Component. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code, all Eligible Employees who are granted options under the 423 Component of the Plan shall have the same rights and privileges.

(b) No Right to Continued Service. Neither the Plan nor any compensation paid hereunder will confer on any Participant the right to continue as an Employee or in any other capacity.

(c) Rights as Stockholder. A Participant will become a stockholder with respect to the Shares that are purchased pursuant to options granted under the Plan when the Shares are transferred to the Participant's ESPP Share Account. A Participant will have no rights as a stockholder with respect to Shares for which an election to participate in an Offering Period has been made until such Participant becomes a stockholder as provided above.

(d) Successors and Assigns. The Plan shall be binding on the Company and its successors and assigns.

(e) Entire Plan. This Plan constitutes the entire plan with respect to the subject matter hereof and supersedes all prior plans with respect to the subject matter hereof.

(f) Compliance with Law. The obligations of the Company with respect to payments under the Plan are subject to compliance with all applicable laws and regulations. Shares shall not be issued with respect to an option granted under the Plan unless the exercise of such option and the issuance and delivery of the Shares pursuant thereto shall comply with all applicable provisions of law, including, without limitation, the Securities Act, the Exchange Act, and the requirements of any stock exchange upon which the Shares may then be listed.

(g) Notice of Disqualifying Dispositions. Each Participant who participates in the 423 Component shall give the Company prompt written notice of any disposition or other transfer of Shares acquired pursuant to the exercise of an option acquired under the Plan, if such disposition or transfer is made within two (2) years after the Offering Date or within one (1) year after the Purchase Date.

(h) Term of Plan. The Plan shall become effective on the Effective Date and, unless terminated earlier pursuant to Section 18(i), shall have a term of ten (10) years.

(i) Amendment or Termination. The Committee may, in its sole discretion, amend, suspend or terminate the Plan at any time and for any reason. If the Plan is terminated, the Committee may elect to terminate all outstanding Offering Periods either immediately or once Shares have been purchased on the next Purchase Date (which may, in the discretion of the Committee, be accelerated) or permit Offering Periods to expire in accordance with their terms (and subject to any adjustment in accordance with Section 17). If any Offering Period is terminated before its scheduled expiration, all amounts that have not been used to purchase Shares will be returned to Participants (without interest, except as otherwise required by law) as soon as administratively practicable.

(j) Code Section 409A. The 423 Component of the Plan is exempt from the application of Code Section 409A and any ambiguities herein will be interpreted to so be exempt from Code Section 409A. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Code Section 409A or that any provision in the Plan would cause an option under the Plan to be subject to Code Section 409A, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Code Section 409A, but only to the extent any such amendments or action by the Administrator would not violate Code Section 409A. Notwithstanding the foregoing, the Company and any Parent, Subsidiary or Affiliate will have no liability to a Participant or any other party if the option to purchase Shares under the Plan that is intended to be exempt from or compliant with Code Section 409A is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that the option to purchase Shares under the Plan is compliant with Code Section 409A.

(k) Applicable Law. The laws of the State of Texas shall govern all questions concerning the construction, validity and interpretation of the Plan, without regard to such state's conflict of law rules.

(l) Stockholder Approval. The Plan shall be subject to approval by the stockholders of the Company within twelve (12) months before or after the date the Plan is adopted by the Board.

(m) Withholding. To the extent required by applicable federal, state or local law, a Participant must make arrangements satisfactory to the Company for the payment of any withholding or similar tax obligations that arise in connection with the Plan.

(n) Severability. If any provision of the Plan shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed as if such invalid or unenforceable provision were omitted.

(o) Headings. The headings of sections herein are included solely for convenience and shall not affect the meaning of any of the provisions of the Plan.

Exhibit 10.21

EQUIPMENTSHARE.COM INC
2025 OMNIBUS INCENTIVE PLAN
PERFORMANCE UNIT AGREEMENT

Unless otherwise defined herein, the terms defined in the EquipmentShare.com Inc 2025 Omnibus Incentive Plan (the "Plan") will have the same defined meanings in this Performance Unit Agreement, which includes the Notice of Performance Unit Grant (the "Notice of Grant"), the Terms and Conditions of Performance Unit Grant, attached hereto as Exhibit A, the Vesting Conditions, attached hereto as Exhibit B, and all other exhibits and appendices hereto (all together, the "Award Agreement").

NOTICE OF PERFORMANCE UNIT GRANT

Participant: **[**Jabbok]/[Willy] Schlacks ("Participant")

EquipmentShare.com Inc (the "Company") has granted Participant the right to receive an Award of Performance Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number:	18,321,644
Grant Date:	January 26, 2026
Number of Performance Units:	18,321,644
Vesting Conditions:	Except as otherwise provided in the Plan or this Award Agreement, the Performance Units will vest and become payable in accordance with, and subject to the terms of Exhibit A and Exhibit B attached hereto.

If Participant does not wish to accept this Award Agreement and the Performance Units granted hereunder, Participant must inform the Company in writing (by writing to [·]) within forty-five (45) days after the Grant Date, in which case the Company will cancel this Award and the Performance Units granted hereunder will be immediately forfeited and canceled in their entirety without any payment or consideration being due from the Company. If, during such period, Participant does not inform the Company in writing of his or her refusal to accept this Award of Performance Units, then Participant will be deemed to have accepted this Award of Performance Units and, by accepting, to:

- **agree that this Award of Performance Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Performance Unit Grant, attached hereto as <u>Exhibit A</u>, and the Vesting Conditions, attached hereto as <u>Exhibit B</u>, all of which are made a part of this document;**

- **acknowledge receipt of a copy of the Plan;**

- **acknowledge that Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of the Plan and this Award Agreement;**

- **agree to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and the Award Agreement; and**

- **agree to notify the Company upon any change in his or her residence address.**

EXHIBIT A

TERMS AND CONDITIONS OF PERFORMANCE UNIT GRANT

1. Grant of Performance Units. The Company hereby grants to the individual (the "Participant") named in the Notice of Performance Unit Grant of this Award Agreement (the "Notice of Grant") under the Plan an Award of Performance Units, subject to all of the terms and conditions in this Award Agreement (including Exhibit B) and the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan shall prevail.

2. Company's Obligation to Deliver and Settle. Each Performance Unit represents the right to receive one share of the Company's Class B common stock (a "Share"), subject to the terms of this Award Agreement (including Exhibit B). Unless and until the Performance Units will have vested in the manner set forth in Exhibit B, Participant will have no right to settlement of any such Performance Units. Prior to actual settlement of any Vested Performance Units (as defined in Exhibit B), such Performance Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting. The Performance Units awarded by this Award Agreement will be earned and will vest in accordance with, and subject to the terms of, Exhibit B.

4. Settlement after Vesting. Subject to Section 6, any Vested Performance Units will be settled to Participant (or in the event of Participant's death, to his properly designated beneficiary or estate) in whole Shares. Such Vested Performance Units shall be settled in whole Shares as soon as practicable after the applicable Vesting Date (as defined in Exhibit B), but in each such case within sixty (60) days following the applicable Vesting Date, and in no event later than the date that is two and one-half months following the end of the fiscal year of the Company in which the Performance Units cease to be subject to a substantial risk of forfeiture within the meaning of Section 409A of the Code. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Vested Performance Units payable under this Award Agreement.

5. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary (to the extent such designation is permitted by the Company and the Company has determined it to be valid under applicable law), or if no beneficiary has been validly designated or no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

6. Tax Obligations.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer") or parent or Subsidiary to which Participant is providing services (together, the Company, Employer and/or parent or Subsidiary to which Participant is providing services, the "Service Recipient"), the ultimate liability for any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. Further, if Participant is subject to Tax Obligations in more than one jurisdiction, Participant acknowledges that the Company and/or the Service Recipient (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares or proceeds from the sale of Shares.

(b) Tax Withholding and Default Sell-to-Cover Method of Tax Withholding. Prior to any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax Obligations. Subject to Section 6(c), the Tax Obligations which the Company determines must be withheld with respect to this Award ("Tax Withholding Obligation") will be satisfied with consideration received under a formal, broker-assisted cashless program adopted by the Company in connection with the Plan pursuant to this authorization (the "Sell-to-Cover Method"). In addition to Shares sold to satisfy the Tax Withholding Obligation, additional Shares may be sold to satisfy any associated broker or other fees. Only whole Shares will be sold through the Sell-to-Cover Method to satisfy any Tax Withholding Obligation and any associated broker or other fees. Any proceeds from the sale of Shares in excess of the Tax Withholding Obligation and any associated broker or other fees generated through the Sell-to-Cover Method will be paid to Participant in accordance with procedures the Company may specify from time to time. **By accepting this Award, Participant expressly consents to the sale of Shares to cover the Tax Withholding Obligation (and any associated broker or other fees) through the Sell-to-Cover Method.**

(c) Administrator Discretion. Notwithstanding the foregoing Sections 6(a) and 6(b), if the Administrator determines it is in the best interests of the Company for Participant to satisfy Participant's Tax Withholding Obligation by a method other than through the default Sell-to-Cover Method described in Section 6(b), it may permit or require Participant to satisfy Participant's Tax Withholding Obligation, in whole or in part (without limitation), if permissible by Applicable Laws, with (i) cash in U.S. dollars, (ii) check designated in U.S. dollars, (iii) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Service Recipient, (iv) withholding in Shares otherwise issuable upon settlement of the Vested Performance Units or (v) any other method (or combination thereof) approved in the sole discretion of the Administrator.

Depending on the withholding method, the Company and/or the Service Recipient may withhold or account for the Tax Withholding Obligation by considering minimum statutory withholding rates or other withholding rates, including maximum applicable rates in Participant's jurisdiction, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If the Tax Withholding Obligation is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the Vested Performance Units, notwithstanding that a number of Shares are held back solely for the purpose of satisfying the Tax Withholding Obligation.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation, and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. Grant Is Not Transferable. Except to the limited extent provided in Section 5, Section 13(d) of the Plan will govern the transferability of the Performance Units.

9. Nature of Grant. In accepting the grant, Participant acknowledges, understands and agrees that:

(a) the grant of Performance Units is exceptional, voluntary and occasional and does not create any contractual right to receive future grants of Performance Units, or benefits in lieu of Performance Units, even if Performance Units have been granted in the past;

(b) all decisions with respect to future grants of Awards, if any, will be at the sole discretion of the Company;

(c) Participant is voluntarily participating in the Plan;

(d) the future value of the Shares underlying the Performance Units is unknown, indeterminable and cannot be predicted with certainty;

(e) for purposes of the Performance Units, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or any parent or Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator; the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Performance Units grant (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law);

(f) unless otherwise agreed with the Company, the Performance Units and Shares subject to the Performance Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary; and

10. Tax Consequences and Acknowledgements.

(a) Participant has reviewed with his or her own tax advisors the federal, state, local tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

(b) Participant acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Performance Units, including, but not limited to, the grant, vesting or settlement of the Performance Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Performance Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result.

11. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

12. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at EquipmentShare.com Inc, 5710 Bull Run Drive, Columbia, MO 65201 United States or at such other address as the Company may hereafter designate in writing.

13. Language. Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and conditions of the Award Agreement. If Participant has received the Award Agreement or any other document related to the Plan translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

14. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall be binding upon and inure to the benefit of any assignee or successor of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Award Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

15. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Performance Units have vested). The Administrator's decisions, determinations and interpretations will be final and binding on Participant and any other holders of the Performance Units or other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Award Agreement.

16. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

17. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

18. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Performance Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

19. Insider Trading Restrictions/Market Abuse Laws. Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares or rights

linked to the value of Shares during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions and Participant should consult his or her personal legal advisor on this matter.

20. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Performance Units under the Plan, and has received, read, and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

21. Modifications to the Award Agreement. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Subject to Sections 5(c) and 14 of the Plan, modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection with this Award of Performance Units.

22. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted to both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

23. Governing Law and Venue. This Award Agreement and the Performance Units will be governed by the laws of the State of Texas, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under these Performance Units or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Texas, and agree that such litigation will be conducted in any United States federal court located in the State of Texas or any other state court in the State of Texas, and no other courts.

24. Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Award Agreement or the transactions contemplated hereby.

25. Adjustment. This Award shall be subject to adjustment in accordance with Section 5(c) of the Plan, the terms of which are incorporated herein by reference.

26. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the appendices and exhibits referenced herein) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to Participant's interest except by means of a writing signed by the Company and Participant.

EXHIBIT B

VESTING CONDITIONS

1. General.

(a) The Performance Units shall consist of five tranches, each of which shall represent a percentage of the total Number of Performance Units granted to the Participant pursuant to the Notice of Grant to which this Exhibit B is attached (each, a "Tranche"), as specified below.

(b) Subject to the terms of the Plan and the Award Agreement (including this Exhibit B), each Tranche will be earned and will vest only upon the satisfaction of both (i) the applicable service-based vesting condition set forth in Section 2 of this Exhibit B (the "Service Condition") and (ii) the performance-based vesting condition set forth in Section 3 of this Exhibit B (the "Performance Condition").

(c) For purposes of this Award Agreement, (i) as of any relevant date of determination, any Performance Units underlying any Tranche for which both the applicable Service Condition and the applicable Performance Condition have been satisfied in accordance with the terms of this Exhibit B are referred to as "Vested Performance Units" and (ii) the date on which both the Service Condition and the Performance Condition applicable to any Tranche of Performance Units have been satisfied in accordance with the terms of this Exhibit B is referred to as the "Vesting Date".

2. Service Condition. Subject to Section 5 of this Exhibit B, the Service Condition applicable to each Tranche will be satisfied as follows, in each case subject to Participant continuing to be a service provider from the Grant Date through each applicable service-vesting date: 100% of the Performance Units with respect to the applicable Tranche shall satisfy the Service Condition on the fourth anniversary of the date on which the applicable Performance Condition for that Tranche has been satisfied. For example, if the Performance Condition for a Tranche is met on the third anniversary of the Grant Date, then 100% of that Tranche will fully vest on the seventh anniversary of the Grant Date.

3. Performance Condition.

(a) Subject to Section 4 of this Exhibit B, the Performance Condition with respect to each Tranche will be deemed satisfied on the first date upon which the Price Hurdle applicable to such Tranche has been met or exceeded. For the avoidance of doubt, any Tranche of Performance Units shall be forfeited to the extent that the Price Hurdle with respect to such Tranche has not been met or exceeded on or before the last day of the Performance Period.

(b) For purposes of this Award Agreement, the following terms shall have the following meanings:

(i) "Performance Period" means the period commencing on the first day following the expiration of the lock up period set forth in the Company's agreement with its underwriters in connection with the Company's initial public offering (or, solely with respect to Tranche 1, the first day following the closing of the Company's initial public offering) and ending on the earliest to occur of (i) the tenth anniversary of the Grant Date, (ii) a Change in Control or (iii) the date on which the Shares are no longer traded on a securities exchange or market.

(ii) A "Price Hurdle" for a Tranche will be met when there has been an average closing price per Share, as reported on the Nasdaq Global Select Market, during any sixty (60) consecutive trading day period that starts and ends during the Performance Period *equal to or exceeding* the hurdle applicable to such Tranche as set forth in the table below (or, solely with respect to Tranche 1, when the closing price per Share as reported on the Nasdaq Global Select Market equaled or exceeded the Price Hurdle for such tranche during the Performance Period); *provided* that the Price Hurdles set forth in the table below shall be equitably adjusted by the Administrator in order to prevent the dilution or enlargement of benefits intended to be provided under this Award Agreement in the event of certain changes in the Company's corporate structure or the occurrence of other events that affect Shares, in each case as described in Section 5(c) of the Plan. For the avoidance of doubt, the Price Hurdle for any Tranche must be met or exceeded during the Performance Period, and any trading days outside of the Performance Period (including those following the end of the Performance Period and before the start of the Performance Period) will not be taken into account for purposes of determining whether Price Hurdle has been met for any Tranche. In the event the Shares are not listed on the Nasdaq Global Select Market as of any relevant date of determination during the Performance Period, then any reference in this Award Agreement to the Nasdaq Global Select Market will be deemed to refer to the principal securities exchange or market on which the Shares are traded or quoted.

Tranche	Price Hurdle (per Share)	% of Award Earned
1	$29.85	17.70%
2	$59.69	21.11%
3	$119.39	21.11%
4	$238.77	21.11%
5	$358.16	18.97%

4. Change in Control.

(a) Notwithstanding anything to the contrary in this Award Agreement, in the event of a Change in Control or any other corporate transaction or event that results in the Shares no longer being traded on a securities exchange prior to the end of the Performance Period, with respect to any Tranche of Performance Units for which the Performance Condition has not otherwise been previously satisfied prior to the date of such Change in Control, the Performance Condition applicable to such Tranche shall be deemed satisfied, as of immediately prior to the consummation of such Change in Control, to the extent that the price per Share (*plus* the per share value of any other consideration) received by the Company's stockholders pursuant to such Change in Control (the "Transaction Price Per Share") equals or exceeds the Price Hurdle applicable to such Tranche, as determined by the Administrator. Notwithstanding anything to the contrary herein, if the Transaction Price Per Share is less than the Price Hurdle applicable to any Tranche for which the Performance Condition has not otherwise been satisfied as of the date of such Change in Control, the Performance Units underlying any such Tranche shall be forfeited and cancelled in their entirety without any payment to Participant; *provided* that, in the event the Transaction Price Per Share falls between any two Price Hurdles, a pro rata portion of the number of Performance Units underlying the Tranche that is subject to the higher of such two Price Hurdles shall be deemed to have satisfied the Performance Condition as of immediately prior to the consummation of such Change in Control, with such pro rata number of Performance Units determined using linear interpolation.

(b) Any Performance Units that have satisfied the Performance Condition (including in connection with the Change in Control pursuant to Section 4(a)) but have not yet become Vested Performance Units as of the date of such Change in Control (as a result of not having satisfied the applicable Service Condition as of such date) shall remain outstanding and eligible to become Vested Performance Units upon Participant's satisfaction of the applicable Service Condition in accordance with Section 2 of this Exhibit B, subject to the terms of Section 5 of this Exhibit B, *provided* that, if the Participant's employment is terminated by the Company without Cause or the Participant resigns for Good Reason (as defined below) within the period beginning three months prior to and ending 12 months following the consummation of such Change in Control, any tranche of Performance Units for which the Performance Condition has been satisfied as of the date of such termination (or becomes satisfied in connection with the Change in Control pursuant to Section 4(a)) will immediately become Vested Performance Units. For purposes of this Agreement, "Good Reason" means, without Participant's consent, (i) a material diminution in Participant's title, duties, or responsibilities, (ii) a material reduction in Participant's base salary or target annual bonus opportunity (other than pursuant to an across-the-board reduction applicable to all senior executives of the Company), (iii) the relocation of Participant's principal place of employment more than 35 miles from its then current location or (iv) any material breach by the Company of this Agreement or any other written agreement between the Participant and the Company; notwithstanding the foregoing, no event shall constitute Good Reason unless (i) the Participant provides the Company with written notice of the event or condition alleged to constitute Good Reason within 90 days after its initial occurrence, (ii) the Company fails to cure such event or condition within 30 days after receiving such notice, and (iii) the Participant terminates employment within 60 days after the expiration of such cure period. .

5. Termination of Employment. Except as otherwise expressly provided in Section 4 hereof or in Section 5(a) or (b) below, in the event Participant ceases to be a service provider for any reason (including a termination by the Company with or without Cause (as defined in the Plan) or a resignation for any reason) at any time prior to the Vesting Date applicable to any Performance Units, all Performance Units that have not yet fully vested (regardless of the extent to which such Performance Units have previously satisfied the Performance Condition) will be forfeited and cancelled in their entirety without any payment to Participant.

a. Termination by the Company without Cause or by Participant for Good Reason. Notwithstanding any to the contrary, in the event that the Participant ceases to be a service provider with the Company as a result of the Participant's termination of service by the Company without Cause or by the Participant for Good Reason:

i. Any tranche of Performance Units for which the Performance Condition has been satisfied on or prior to the date of such termination will immediately become Vested Performance Units, regardless of whether the Service Condition with respect to such tranche has been satisfied; and

ii. Any tranche of Performance Units for which the Performance Condition has not been satisfied as of the date of such termination will be forfeited and cancelled in its entirety without any payment to Participant.

b. Termination due to death or Disability. Notwithstanding any to the contrary, in the event that the Participant's employment with the Company is terminated due to the Participant's death or Disability (as defined in the Plan):

i. Any tranche of Performance Units for which the Performance Condition has been satisfied as of the date of such termination will immediately become Vested Performance Units, regardless of whether the Service Condition with respect to such tranche has been satisfied; and

ii. Any tranche of Performance Units for which the Performance Condition has not been satisfied as of the date of such termination will be forfeited and cancelled in its entirety without any payment to Participant, *provided*, however, that if the Price Hurdle for any Tranche is achieved within ninety (90) calendar days following the date of the Participant's termination of employment due to Participant's death or Disability, the Performance Condition for the corresponding tranche of Performance Units shall be deemed satisfied and such Performance Units shall immediately become Vested Performance Units as of the date such Price Hurdle is achieved.

6. Clawback. The Shares subject to the Performance Units delivered under this award shall be subject to the Company's policy on recovery of erroneously awarded compensation as may be adopted in compliance with Section 10D of the Exchange Act and applicable stock exchange rules. In addition, the Shares subject to the Performance Units delivered under this award shall be subject to forfeiture, recovery and/or repayment to the Company, as determined by the Board in its sole discretion, in the event that (i) the Participant engages in fraud, material misconduct, or a violation of the Company's code of conduct or restrictive covenants, or (ii) the Participant's actions or omissions result in material reputational harm to the Company.

7. Interpretation. The Administrator shall have sole and exclusive authority and discretion to make all determinations and resolve all ambiguities, questions and disputes relating to the satisfaction of the Performance Condition and/or Service Condition and the level of earning and vesting of the Performance Units.

Exhibit 19.1

EquipmentShare.com Inc

Insider Trading Policy

Adopted as of January 8, 2026

I. Policy Overview

A. *Restrictions on Trading in Company Securities*

EquipmentShare.com Inc and its subsidiaries (collectively, the "Company") has adopted this Insider Trading Policy (the "Policy") to promote compliance with applicable securities laws that govern trading in securities and prohibit persons who are aware of Material Nonpublic (as defined below) information about a company from trading in the securities of that company or providing Material Nonpublic information to others who may trade in the securities of that company based on that information. This Policy outlines the responsibilities of the Board (as defined below) members, officers and employees regarding transactions in Company Securities (as defined below) and the securities of other companies. In order to avoid even an appearance of impropriety, the Company's Board members, officers and certain other employees are subject to pre-clearance requirements described below and other limitations on their ability to enter into transactions involving Company Securities. Although these limitations do not apply to transactions pursuant to written plans for trading Company Securities that comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the adoption, amendment, suspension or termination of any such written trading plan is subject to pre-clearance requirements and other limitations described in the Company's Rule 10b5-1 Trading Plan Guidelines.

B. *Persons Subject to this Policy*

Except where stated otherwise, this Policy applies to all Insiders (as defined below), without regard to where they are located in the United States (the "U.S.") or internationally. This Policy continues to apply even if an Insider leaves the Company or is otherwise no longer affiliated with or providing services to the Company, for as long as the Insider remains in possession of Material Nonpublic information. There are no exceptions from applicable securities laws or this Policy based on the size of the transaction or the type of consideration received.

Insiders are permitted to trade in Company Securities only during specified time periods. Additionally, Board members, executive officers and certain employees (the "Pre-Clearance Group") are subject to additional restrictions on trading in Company Securities as discussed below. Insiders with knowledge of Material Nonpublic information may also be subject to ad hoc restrictions on trading from time to time. The Compliance Officer will notify Insiders in writing or through email that are subject to such ad hoc restrictions. Upon such notice, Insiders may not conduct transactions involving Company Securities other than those permitted under this Policy until such restrictions end.

Furthermore, the Company must comply with U.S. securities laws and will not effect transactions in respect of Company Securities, or adopt any securities repurchase plans while in possession of Material Nonpublic information concerning the Company, other than in compliance with applicable law, subject to the policies and procedures adopted by the Company and attached as Exhibit A hereto and the prior approval of the Compliance Officer.

C. *Definitions*

- Board: means the board of directors of EquipmentShare.com Inc.

- Company Securities: means all securities issued by the Company, including common stock, options to purchase common stock, preferred stock, performance awards, restricted stock units, warrants, and any other securities the Company may issue, such as debt securities and convertible notes. This also includes derivative securities that are not issued by the Company, such as exchange-traded put or call options or swaps relating to Company Securities.

- Compliance Officer: means the General Counsel or his/her designee.

- Controlled Entities: means any entities whose transactions in Company Securities are directed by a person or are subject to such person's influence or control (e.g., corporations, partnerships, and trusts).

- Family Members: means any family members who reside with Insiders (including a spouse, a child, a child away at college, stepchildren, grandchildren, parents, stepparents, grandparents, siblings, and in-laws). This includes anyone else living in the household and family members not residing in the household but whose transactions in Company Securities or securities of other companies are directed or influenced by the Insider (e.g., parents or children who consult with the Insider before they trade in Company Securities or securities of other companies).

- Insiders: means all Board members, officers, and employees of the Company, as well as their respective Family Members and Controlled Entities. Additionally, any other individuals who have access to Material Nonpublic information about the Company (e.g., contractors, consultants and certain other persons) may be designated by the Compliance Officer as Insiders based on the possession of Material Nonpublic information.

- Material: when used in the context of Material Nonpublic information, means information where there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision or would view as significantly altering the total mix of information available in the marketplace about a company. In general, any information that could reasonably be expected to affect the market price of a security or has market significance should be considered Material. Material information can be favorable or unfavorable. Material information is not limited to historical facts but may also include projections and forecasts. Information concerning an event that would have an effect on stock price may be Material even if the possibility that the event will occur is relatively small. It is not possible to define all categories of Material information. However, some examples of information that could be considered Material include:

    - significant changes in the Company's prospects or key performance indicators,

    - actual, anticipated or targeted revenue, earnings, dividends and other financial information,

    - operational developments that could affect the Company's financial performance or forecasts, such as changes in the Company's relationship with a key customer or supplier,

    - financial, sales and other significant internal business forecasts, or a change in previously released estimates,

    - pending or proposed mergers, business acquisitions, tender offers, joint ventures, restructurings, dispositions, or the expansion or curtailment of operations,

    - significant cybersecurity or data protection events, including but not limited to any breach of information systems that compromises the functioning of the Company's information or other systems or results in the exposure or loss of customer information,

    - proposed equity or debt offerings or significant borrowing,

    - changes in debt ratings, or analyst upgrades or downgrades of the issuer or one of its securities,

    - significant changes in accounting treatment, write-offs or effective tax rate,

    - pending or threatened significant litigation or governmental investigation, or the resolution of such matters,

    - liquidity problems or impending bankruptcy,

    - auditor notification that the Company may no longer rely on an audit report,

    - changes in the Board or senior management, and

    - stock splits or other corporate actions.

- Nonpublic: when used in the context of Material Nonpublic information, means information that has not been disseminated in a manner making it available to investors generally on a broad-based, non-exclusionary basis (e.g., the filing of a Current Report on Form 8-K or issuance of a press release). Information may be considered disclosed to the public after it has been broadly disseminated in a manner designed to reach investors generally, and the investors must have had sufficient time to absorb the information. Nonpublic information may include:

    - information available to a select group of analysts, brokers, or institutional investors;

    - undisclosed facts that are the subject of rumors, even if the rumors are widely circulated; and

    - information that has been entrusted to the Company on a confidential basis until a public announcement of the information has been made.

- Restricted Insiders: means all Board members, executive officers of the Company, and any other individuals that may be designated by the Compliance Officer.

D. *Responsibility*

It is an individual responsibility to understand and comply with this Policy. In addition to personal liability for insider trading, the Company and individual Insiders could face liability. Even the appearance of insider trading can lead to government investigations or lawsuits that are time-consuming, expensive, and can lead to criminal and civil liability, including damages and fines, imprisonment, bars on serving as an officer or director of a public company, and irreparable reputational damage. Any person aware of Material Nonpublic information about the Company is prohibited from engaging in transactions in Company Securities while the information remains both Material and Nonpublic. In all cases, the responsibility for determining whether a person possesses Material Nonpublic information rests with that person. Actions taken by the Company, the Compliance Officer, or any other employee under this Policy (or otherwise) do not constitute legal advice or shield such person from liability under applicable securities laws.

II. Prohibition on Trading in Company Securities While in Possession of Material Nonpublic Information

A. *Policy Statement*

No Insider may:

- engage or offer to engage in transactions involving Company Securities while in possession of Material Nonpublic information relating to the Company except as permitted in this Policy;

- disclose Material Nonpublic information to other Insiders whose roles do not require them to have the information;

- disclose Material Nonpublic information to anyone outside of the Company, including Family Members, friends, business associates, investors or consulting firms, without prior written authorization from the Compliance Officer; or

- use the Material Nonpublic information to express an opinion or make a recommendation about trading in Company Securities or another company's securities.

If an Insider receives an inquiry for information from someone outside of the Company, such as a stock analyst, or a request for sensitive information outside the ordinary course of business from someone outside of the Company, such as a business partner, vendor, supplier, or salesperson, then the Insider should refer the inquiry to the Compliance Officer. Responding to a request may violate this Policy and, in some circumstances, the law. Please consult the Company's Regulation FD Policy for more details.

In addition, if an Insider learns of Material Nonpublic information through service with the Company that could be expected to affect the trading price of the securities of another company, such Insider cannot (i) use that information to trade, directly or indirectly through others, or (ii) provide that information to another person in order to trade, in the securities of that other company. Any such action will be deemed a violation of this Policy.

As a rule of thumb, if it is questionable whether something might be Material Nonpublic information, it probably is. Insiders can always contact the Compliance Officer with questions.

B. ***General Rule***

U.S. federal securities laws prohibit Insiders from using Material Nonpublic information about the Company in the transaction of Company Securities.

For example, if an employee of a company comes into possession of Material Nonpublic information through the course of employment, such employee is prohibited from trading in securities (including Company Securities and the securities of other companies related to the information) until the information has been adequately disclosed to the public. Trading on the basis of Material Nonpublic information is fraudulent and illegal. Civil and criminal penalties for this kind of activity are severe.

Furthermore, it is illegal for any Insider in possession of material inside information to provide other people with Material Nonpublic information or to recommend that they buy or sell the securities (this is called "tipping"). In that case, they may both be held liable.

Information obtained through the course of employment or service does not belong to individual Insiders who may handle it or otherwise become knowledgeable about it. The information is an asset of the Company. Any person who uses such information for personal benefit or discloses it to others outside the Company without authorization violates confidentiality obligations to the Company and may be in breach of fiduciary, loyalty or other duties to the Company. More particularly, trading on the basis of Material Nonpublic information harms the Company and its investors.

The Securities and Exchange Commission (the "SEC"), the Financial Industry Regulatory Authority ("FINRA"), prosecutors and plaintiffs' lawyers devote considerable resources to identifying insider trading. A breach of the insider trading laws could expose the insider or anyone who trades on Material Nonpublic information provided by an insider to criminal fines and imprisonment, in addition to civil penalties and injunctive actions. Even if allegations of insider trading do not lead to a conviction, defending against such allegations is expensive. In addition, the mere perception that an Insider traded with the knowledge of material inside information could harm the reputation of the Company and that Insider.

C. ***Guidelines***

The following guidelines should be followed to ensure compliance with applicable laws and with the Company's policies:

1. *Nondisclosure*. Material Nonpublic information must not be disclosed to anyone, except to persons within the Company whose positions require them to know it, or with prior approval of the Compliance Officer. No Insider should discuss Material Nonpublic information in public places or in common areas on Company property.

2. *Trading in Company Securities*. No Insider may engage in transactions, or recommend that another person engage in transactions, in Company Securities while in possession of Material Nonpublic information. This Policy does not apply to the exercise of stock options acquired pursuant to the Company's equity compensation plans, or to the exercise of a tax withholding right where an Insider elects to have the Company withhold shares to satisfy tax withholding obligations,. However, this Policy does apply to any sale of Company Securities related to a broker-assisted cashless exercise of an option or other market sale to generate cash for the option exercise. and may not be sold by an Insider while in possession of Material Nonpublic information. Any Insider who possesses Material Nonpublic information shall wait until after one full trading day after the information has been publicly disclosed before trading. There is no exception to this Policy, even for hardship to the Insider or based on the use of proceeds (e.g., making a mortgage payment or for an emergency expenditure).

3. *Trading in Another Company's Securities*. No Insider may engage in a transaction, or recommend that another person engage in a transaction, in the securities of another corporation, if the Insider learns in the course of his or her employment or service Material Nonpublic information of another corporation. For example, it would be a violation of this Policy if a Company employee became aware that the Company intended to amend or terminate a material vendor or supplier contract and then entered into a transaction in the securities of such vendor or supplier company.

4. *Avoid Speculation*. Investing in Company Securities provides an opportunity to share in the future growth of the Company. But investment in the Company and sharing in the growth of the Company does not mean short range speculation based on fluctuations in the market. Such activities put the personal gain of the Insider in conflict with the best interests of the Company and its shareholders. Although this Policy does not mean that Insiders may never sell shares, the Company encourages Insiders to avoid frequent trading in Company stock. Speculating in Company stock is not part of the Company's culture.

5. *Trading Window*. Trading by Restricted Insiders is only permitted after the completion of one full trading day following the date of public disclosure of the financial results for the most recently ended fiscal quarter until the fifteenth calendar day of the last month of the then current fiscal quarter (the "Window"). From time to time the Compliance Officer may determine that no transactions may occur even during the Window. This may occur as a result of a Material development that has not yet been publicly disclosed. No reasons may be provided and the closing of the Window may itself constitute Material Nonpublic information that should not be communicated.

D. *Additional Restrictions on the Pre-Clearance Group*

The Pre-Clearance Group consists of (i) Board members and executive officers of the Company and their assistants and Family Members, (ii) certain employees designated by the Compliance Officer and (iii) such other Insiders as may be designated from time to time and informed of such status by the Compliance Officer. The Pre-Clearance Group is subject to the following restrictions on trading in Company Securities in addition to those set forth above (including the Trading Window provisions described above):

1. *Closing of Trading Window*. From time to time, the Compliance Officer may determine that no transactions may occur even during the Window when clearance is requested. This may occur as a result of a material development that has not yet been publicly disclosed. No reasons may be provided and the closing of the Window may itself constitute Material Nonpublic information that should not be communicated.

2. *Pre-Clearance*. All transactions by Insiders in the Pre-Clearance Group are subject to prior review and clearance by the Compliance Officer. Insiders in the Pre-Clearance Group must submit to the Compliance Officer a pre-clearance request in the form provided by the Compliance Officer at least two (2) business days prior to the proposed transaction. The Compliance Officer is under no obligation to approve a transaction submitted for pre-clearance and may determine not to permit the transaction. Approving a transaction requires the Insider to certify that the Insider is not in possession of Material Nonpublic information about the Company. The Company will not pre-clear trades occurring outside of a Window. If an Insider seeks pre-clearance and permission to engage in the transaction is denied, the Insider must refrain from trading in Company Securities and should not share the restriction with others.

   If the Compliance Officer is requesting pre-clearance, then the Company's Chief Executive Officer, Chief Financial Officer, or their delegate, must review any transaction, and are under no obligation to approve a transaction submitted for pre-clearance.

   Approved trades must be executed within three (3) business days of any approval. Even after pre-clearance, trading in Company Securities is prohibited if the individual subsequently becomes subject to an ad hoc restriction on trading or aware of Material Nonpublic information prior to the trade being executed. If Material Nonpublic information is obtained after pre-clearance was granted but before the trade is executed, the previously granted permission to engage in such trade is void and the person must obtain pre-clearance as described above after the information is no longer Material or Nonpublic information.

The foregoing Pre-Clearance Group restrictions do not apply to transactions pursuant to written plans for trading in Company Securities that comply with Rule 10b5-1 under the Exchange Act ("10b5-1 Plans"). However, Insiders in the Pre-Clearance Group may not enter into, amend or terminate a 10b5-1 Plan relating to Company Securities without the prior approval of the Compliance Officer, which will only be given during a Window period and only if the Pre-Clearance Group member is not in possession of Material Nonpublic information.

E. *Hedging and Derivatives*

Insiders are prohibited from engaging in any derivative transactions (including transactions involving options, puts, calls, prepaid variable forward contracts, equity swaps, collars or other derivatives) that are designed to hedge or speculate on any change in the market value of Company Securities. As discussed below, Insiders are also prohibited from shorting Company Securities.

Trading in options or other derivatives is generally highly speculative and very risky. People who buy options are betting that the stock price will move rapidly. For that reason, when a person trades in options in a company's securities, it may arouse suspicion in the eyes of the Securities and Exchange Commission (the "SEC") that the person was trading on the basis of Material Nonpublic information, particularly where the trading occurs before a company announcement or major event. It is difficult for a director, officer or employee to prove that he or she did not know about the announcement or event.

If the SEC or FINRA were to notice active options trading by Insiders prior to an announcement, they would likely investigate. Such an investigation could be embarrassing to the Company (as well as expensive) and could result in severe penalties and expense for the persons involved. For all of these reasons, the Company prohibits Insiders from engaging in derivative transactions as described above involving the Company's stock. This policy does not apply to employee stock options granted by the Company, which cannot be traded.

F. ***Pledging of Securities, Margin Accounts***

Pledged securities may be sold by the pledgee without the pledgor's consent under certain conditions. For example, securities held in a margin account may be sold by a broker without the customer's consent if the customer fails to meet a margin call. Because such a sale may occur at a time when an Insider has Material Nonpublic information or is otherwise not permitted to trade in Company Securities, the Company prohibits Insiders from pledging Company Securities in any circumstance, including by purchasing Company Securities on margin or holding Company Securities in a margin account, without prior approval by the Audit Committee.

G. ***Applicability of U.S. Securities Laws to International Transactions***

All Insiders are subject to this Trading Policy. In addition, U.S. securities laws may be applicable to transactions in Company Securities executed outside the U.S., as well as to the securities of the Company's affiliates, even if they are located outside the United States or if the Insider is located outside the U.S.

H. ***Gifts of Securities***

Gifts of Company Securities should only be made (i) when an Insider is not in possession of Material Nonpublic information and (ii) inside a Window. Gifts of Company Securities are otherwise subject to this Policy.

I. ***Affiliated Fund Sales and Distributions***

Sales and distributions of Company Securities by a venture capital partnership, private equity fund or other similar entity with which a Board member is affiliated to its partners, members or other similar persons are generally subject to this Policy, unless the entity provides evidence satisfactory to the Compliance Officer that such entity has adequate policies and procedures in place to ensure that individuals making investment decisions on its behalf would not violate insider trading laws. It is the responsibility of each Board member and the affiliated entity, in consultation with their own counsel, to determine the process and timing for any such distributions based on all relevant facts and circumstances and applicable securities laws.

J. ***Section 16 Compliance***

All of the Company's Board members, executive officers, and certain other individuals are required to comply with Section 16 of the Securities Exchange Act of 1934, as amended (the "Securities Act"), and related rules and regulations which set forth reporting obligations, limitations on "short swing" transactions (which are certain matching purchases and sales of Company Securities within a six-month period), and limitations on short sales.

To ensure transactions subject to Section 16 requirements are reported on time, each person subject to these requirements must provide the Company with detailed information (e.g., trade date, number of shares, exact price, etc.) about the anticipated transaction involving Company Securities and obtain pre-clearance.

Although the Company provides reasonable assistance in filing Section 16 reports, the responsibility and liability for timely filing remains with the individual.

K. ***Violations of this Policy***

Insiders who violate this Policy will be subject to disciplinary action by the Company, including ineligibility for future Company equity or incentive programs or termination of employment or an ongoing relationship with the Company. The Company has full discretion to determine whether this Policy has been violated based on the information available.

There are also serious legal consequences for individuals who violate insider trading laws, including significant criminal and civil fines, imprisonment, and disgorgement of any profits gained or losses avoided. Individuals may also be liable for improper securities trading by any person (commonly referred to as a "tippee") to whom an individual has disclosed Material Nonpublic information or made recommendations or expressed opinions about securities trading on the basis of such information.

Individuals are encouraged to consult with personal legal and financial advisors as needed. Personal financial emergencies or other personal circumstances are not mitigating factors under securities laws and will not excuse the failure to comply with this Policy. It is the individual's responsibility to manage their economic interests and to consider potential trading restrictions when determining whether to transact in Company Securities.

L. ***Protected Activity and Reporting***

Nothing in this Policy, nor any related guidelines or other documents or information provided in connection with this Policy, shall in any way limit or prohibit a person from engaging in any of the protected activities set forth in the Company's Speak Up Policy, as amended from time to time.

If an Insider believes someone is violating this Policy or otherwise using Material Nonpublic information that they learned through their position at the Company to trade securities, the Insider should report it to the Compliance Officer, or if the Compliance Officer is implicated in the Insider's report, then the Insider should report it in accordance with the Company's Speak Up Policy. Insiders who make good faith reports will not be subject to retaliation as a result of those reports.

M. ***Limitation of Liability***

Neither the Company nor its employees (including the Compliance Officer) will be liable for any delay in reviewing, or refusal of, a request for pre-clearance submitted pursuant to this Policy. Notwithstanding any pre-clearance of a transaction, neither the Company nor any of its employees (including the Compliance Officer) assumes any liability for the legality or consequences of such transaction or the person engaging such transaction.

Exhibit A

Company Trading Policies and Procedures

These policies and procedures govern repurchases of ("Repurchases") approved from time to time by the Board to help ensure that such Repurchases are not made, or a share repurchase plan is not adopted, when the Company is in possession of Material Nonpublic information. Capitalized terms used but not defined herein have the respective meanings given to them in the Policy.

1. *Policy*. It is the Company's policy that no Repurchases may take place when the Company is in possession of Material Nonpublic information, other than Repurchases made pursuant to a Rule 10b5-1 Plan or otherwise in compliance with applicable law.

2. *Trading Activity*. Any Repurchases, or the adoption of a Rule 10b5-1 Plan to effect Repurchases shall be subject to the following procedures:

   (a) The adoption of a Rule 10b5-1 Plan shall be subject to prior written approval by the Compliance Officer. The Compliance Officer shall take such steps as he or she deems reasonably necessary to ascertain that the Company is not in possession of Material Nonpublic information at the time of plan adoption, including but not limited to consulting with other members of senior management (each, an "Authorized Officer") and/or legal counsel.

   (b) With respect to Repurchases that have been approved by the Board, if at any time during the period such Repurchases are scheduled to take place, the Compliance Officer or any Authorized Officer become aware of any Material Nonpublic information, they shall notify the relevant employee(s) at the Company responsible for effecting Repurchases as soon as practicable to suspend such Repurchases.

   (c) Once the Compliance Officer and such Authorized Officer are satisfied that, to their knowledge, the Company is no longer in possession of Material Nonpublic information, they shall notify the relevant employee(s) that the Company may resume its Repurchases.

3. *Recordkeeping*. The Compliance Officer shall maintain a record of the communications referred to in these policies and procedures in compliance with the Company's recordkeeping policies.

4. *Modification or Waiver*. These policies and procedures may be modified, and specific requirements therein may be waived, subject to approval by the Compliance Officer and in compliance with applicable law.

5. *Amendments*. These policies and procedures may be reviewed periodically as determined by the Compliance Officer. Any material amendments to these policies and procedures shall require the approval of the Compliance Officer.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-292966) on Form S-8 of our report dated March 19, 2026, with respect to the consolidated financial statements of EquipmentShare.com Inc and subsidiaries.

/s/ KPMG LLP

St. Louis, Missouri
March 19, 2026

Exhibit 31.1

CERTIFICATIONS OF THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jabbok Schlacks, certify that:

1. I have reviewed this Annual Report on Form 10-K of EquipmentShare.com Inc for the year ended December 31, 2025;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Reserved;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's' most recent fiscal quarter (the registrant's' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 19, 2026

/s/ Jabbok Schlacks
Jabbok Schlacks
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS OF THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David Marquardt, certify that:

1. I have reviewed this Annual Report on Form 10-K of EquipmentShare.com Inc for the year ended December 31, 2025;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Reserved;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's' most recent fiscal quarter (the registrant's' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 19, 2026

/s/ David Marquardt
David Marquardt
Chief Financial Officer and Chief Accounting Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of EquipmentShare.com Inc (the "Company") on Form 10-K for the year ended December 31, 2025 as filed with the Securities and Exchange Commission (the "Annual Report"), I, Jabbok Schlacks, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 19, 2026

/s/ Jabbok Schlacks
Jabbok Schlacks
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of EquipmentShare.com Inc (the "Company") on Form 10-K for the year ended December 31, 2025 as filed with the Securities and Exchange Commission (the "Annual Report"), I, David Marquardt, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 19, 2026

/s/ David Marquardt
David Marquardt
Chief Financial Officer and Chief Accounting Officer
(Principal Financial Officer)

Exhibit 97.1

EquipmentShare.com Inc

Compensation Recoupment Policy

Adopted as of January 8, 2026

This Compensation Recoupment Policy (the "**Policy**") has been adopted by the Board of Directors (the "**Board**") of EquipmentShare.com Inc (the "**Company**"). This Policy provides for the recoupment of certain executive compensation in the event of an accounting restatement resulting from material noncompliance with financial reporting requirements under U.S. federal securities laws in accordance with the terms and conditions set forth herein. This Policy is intended to comply with the requirements of Section 10D of the Exchange Act (as defined below) and Section 5608 of the Nasdaq Listing Rules (the "**Listing Rule**").

1. Definitions. For the purposes of this Policy, the following terms shall have the meanings set forth below.

(a) "**Committee**" means the compensation committee of the Board or any successor committee thereof. If there is no compensation committee of the Board, references herein to the Committee shall refer to the Company's committee of independent directors that is responsible for executive compensation decisions, or in the absence of such a compensation committee, the independent members of the Board.

(b) "**Covered Compensation**" means any Incentive-based Compensation "received" by a Covered Executive during the applicable Recoupment Period; *provided* that:

(i) such Incentive-based Compensation was received by such Covered Executive (A) on or after the Effective Date, (B) after he or she commenced service as an Executive Officer and (C) while the Company had a class of securities publicly listed on a United States national securities exchange; and

(ii) such Covered Executive served as an Executive Officer at any time during the performance period applicable to such Incentive-based Compensation.

For purposes of this Policy, Incentive-based Compensation is "**received**" by a Covered Executive during the fiscal period in which the Financial Reporting Measure applicable to such Incentive-based Compensation (or portion thereof) is attained, even if the payment or grant of such Incentive-based Compensation is made thereafter

(c) "**Covered Executive**" means any current or former Executive Officer.

(d) "**Effective Date**" means October 2, 2023.

(e) "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

(f) "**Executive Officer**" means, with respect to the Company, (i) its president, (ii) its principal financial officer, (iii) its principal accounting officer (or if there is no such accounting officer, its controller), (iv) any vice-president in charge of a principal business unit, division or function (such as sales, administration or finance), (v) any other officer who performs a policy-making function for the Company (including any officer of the Company's parent(s) or subsidiaries if they perform policy-making functions for the Company) and (vi) any other person who performs similar policy-making functions for the Company. Policy-making function is not intended to include policy-making functions that are not significant. The determination as to an individual's status as an Executive Officer shall be made by the Committee and such determination shall be final, conclusive and binding on such individual and all other interested persons.

(g) "**Financial Reporting Measure**" means any (i) measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements (including any measure derived wholly or in part from such measure), (ii) stock price measure or (iii) total shareholder return measure (and any measures that are derived wholly or in part from any measure referenced in clause (i), (ii) or (iii) above). For the avoidance of doubt, any such measure does not need to be presented within the Company's financial statements or included in a filing with the U.S. Securities and Exchange Commission to constitute a Financial Reporting Measure.

(h) "**Financial Restatement**" means a restatement of the Company's financial statements due to the Company's material noncompliance with any financial reporting requirement under U.S. federal securities laws that is required in order to correct:

(i) an error in previously issued financial statements that is material to the previously issued financial statements; or

(ii) an error that would result in a material misstatement if the error were (A) corrected in the current period or (B) left uncorrected in the current period.

For purposes of this Policy, a Financial Restatement shall not be deemed to occur in the event of a revision of the Company's financial statements due to an out-of-period adjustment (i.e., when the error is immaterial to the previously issued financial statements and the correction of the error is also immaterial to the current period) or a retrospective (1) application of a change in accounting principles; (2) revision to reportable segment information due to a change in the structure of the Company's internal organization; (3) reclassification due to a discontinued operation; (4) application of a change in reporting entity, such as from a reorganization of entities under common control; or (5) revision for stock splits, reverse stock splits, stock dividends or other changes in capital structure.

(i) "**Incentive-based Compensation"** means any compensation (including, for the avoidance of doubt, any cash or equity or equity-based compensation, whether deferred or current) that is granted, earned and/or vested based wholly or in part upon the attainment of a Financial Reporting Measure. For purposes of this Policy, "Incentive-based Compensation" shall also be deemed to include any amounts which were determined based on (or were otherwise calculated by reference to) Incentive-based Compensation (including, without limitation, any amounts under any long-term disability, life insurance or supplemental retirement or severance plan or agreement or any notional account that is based on Incentive-based Compensation, as well as any earnings accrued thereon).

(j) "**Nasdaq**" means the NASDAQ Global Select Market, or any successor thereof.

(k) "**Recoupment Period**" means the three (3) fiscal years completed immediately preceding the date of any applicable Recoupment Trigger Date. Notwithstanding the foregoing, the Recoupment Period additionally includes any transition period (that results from a change in the Company's fiscal year) within or immediately following those three (3) completed fiscal years, provided that a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine (9) to twelve (12) months would be deemed a completed fiscal year.

(l) "**Recoupment Trigger Date**" means the earlier of (i) the date that the Board (or a committee thereof or the officer(s) of the Company authorized to take such action if Board action is not required) concludes, or reasonably should have concluded, that the Company is required to prepare a Financial Restatement, and (ii) the date on which a court, regulator or other legally authorized body directs the Company to prepare a Financial Restatement.

2. <u>Recoupment of Erroneously Awarded Compensation</u>.

(a) In the event of a Financial Restatement, if the amount of any Covered Compensation received by a Covered Executive (the "**Awarded Compensation**") exceeds the amount of such Covered Compensation that would have otherwise been received by such Covered Executive if calculated based on the Financial Restatement (the "**Adjusted Compensation**"), the Company shall reasonably promptly recover from such Covered Executive an amount equal to the excess of the Awarded Compensation over the Adjusted Compensation, each calculated on a pre-tax basis (such excess amount, the "**Erroneously Awarded Compensation**").

(b) If (i) the Financial Reporting Measure applicable to the relevant Covered Compensation is stock price or total shareholder return (or any measure derived wholly or in part from either of such measures) and (ii) the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Financial Restatement, then the amount of Erroneously Awarded Compensation shall be determined (on a pre-tax basis) based on the Company's reasonable estimate of the effect of the Financial Restatement on the Company's stock price or total shareholder return (or the derivative measure thereof) upon which such Covered Compensation was received.

(c) For the avoidance of doubt, the Company's obligation to recover Erroneously Awarded Compensation is not dependent on (i) if or when the restated financial statements are filed or (ii) any fault of any Covered Executive for the accounting errors or other actions leading to a Financial Restatement.

(d) Notwithstanding anything to the contrary in Sections 2(a) through (c) hereof, the Company shall not be required to recover any Erroneously Awarded Compensation if both (x) the conditions set forth in either of the following clauses (i) or (ii) are satisfied and (y) the Committee (or a majority of the independent directors serving on the Board) has determined that recovery of the Erroneously Awarded Compensation would be impracticable:

(i) the direct expense paid to a third party to assist in enforcing the recovery of the Erroneously Awarded Compensation under this Policy would exceed the amount of such Erroneously Awarded Compensation to be recovered; *provided* that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation pursuant to this Section 2(d), the Company shall have first made a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to make such recovery and provide that documentation to the Nasdaq; or

(ii) recovery of the Erroneously Awarded Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Sections 401(a)(13) or 411(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**").

(e) The Company shall not indemnify any Covered Executive, directly or indirectly, for any losses that such Covered Executive may incur in connection with the recovery of Erroneously Awarded Compensation pursuant to this Policy, including through the payment of insurance premiums or gross-up payments. Further, the Company shall not enter into any agreement that exempts any Incentive-Based Compensation that is granted, paid or awarded to a Covered Executive from the application of this Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation, and this Policy shall supersede any such agreement.

(f) The Committee shall determine, in its sole discretion, the manner and timing in which any Erroneously Awarded Compensation shall be recovered from a Covered Executive in accordance with applicable law, including, without limitation, by (i) requiring reimbursement of Covered Compensation previously paid in cash; (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity or equity-based awards; (iii) offsetting the Erroneously Awarded Compensation amount from any compensation otherwise owed by the Company or any of its affiliates to the Covered Executive; (iv) cancelling outstanding vested or unvested equity or equity-based awards; and/or (v) taking any other remedial and recovery action permitted by applicable law. For the avoidance of doubt, except as set forth in Section 2(d), in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation; *provided* that, to the extent necessary to avoid any adverse tax consequences to the Covered Executive pursuant to Section 409A of the Code, any offsets against amounts under any nonqualified deferred compensation plans (as defined under Section 409A of the Code) shall be made in compliance with Section 409A of the Code.

3. Administration. This Policy shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon the Company and the Covered Executives and their beneficiaries, heirs,

executors, administrators and any other legal representative. The Committee shall have full power and authority to (a) administer and interpret this Policy; (b) correct any defect, supply any omission and reconcile any inconsistency in this Policy; and (c) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Policy and to comply with applicable law (including Section 10D of the Exchange Act) and applicable stock market or exchange rules and regulations. Notwithstanding anything to the contrary contained herein, to the extent permitted by Section 10D of the Exchange Act and the Listing Rule, the Board may, in its sole discretion, at any time and from time to time, administer this Policy in the same manner as the Committee.

4. Amendment/Termination. Subject to Section 10D of the Exchange Act and the Listing Rule, this Policy may be amended or terminated by the Committee at any time. To the extent that any applicable law, or stock market or exchange rules or regulations require recovery of Erroneously Awarded Compensation in circumstances in addition to those specified herein, nothing in this Policy shall be deemed to limit or restrict the right or obligation of the Company to recover Erroneously Awarded Compensation to the fullest extent required by such applicable law, stock market or exchange rules and regulations. Unless otherwise required by applicable law, this Policy shall no longer be effective from and after the date that the Company no longer has a class of securities publicly listed on a United States national securities exchange.

5. Interpretation. Notwithstanding anything to the contrary herein, this Policy is intended to comply with the requirements of Section 10D of the Exchange Act and the Listing Rule (and any applicable regulations, administrative interpretations or stock market or exchange rules and regulations adopted in connection therewith). The provisions of this Policy shall be interpreted in a manner that satisfies such requirements and this Policy shall be operated accordingly. If any provision of this Policy would otherwise frustrate or conflict with this intent, the provision shall be interpreted and deemed amended so as to avoid such conflict.

6. Other Compensation Clawback and Recoupment Rights. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies, rights or requirements with respect to the clawback or recoupment of any compensation that may be available to the Company pursuant to the terms of any other recoupment or clawback policy of the Company (or any of its affiliates) that may be in effect from time to time, any provisions in any employment agreement, offer letter, equity plan, equity award agreement or similar plan or agreement, and any other legal remedies available to the Company, as well as applicable law, stock market or exchange rules, listing standards or regulations; *provided*, *however*, that any amounts recouped or clawed back under any other policy that would be recoupable under this Policy shall count toward any required clawback or recoupment under this Policy and vice versa.

7. Exempt Compensation. Notwithstanding anything to the contrary herein, the Company has no obligation under this Policy to seek recoupment of amounts paid to a Covered Executive which are granted, vested and/or earned based solely upon the occurrence or non-occurrence of nonfinancial events. Such exempt compensation includes, without limitation, base salary, time-vesting awards, compensation awarded on the basis of the achievement of metrics that are not Financial Reporting Measures or compensation awarded solely at the discretion of the Committee or the Board, *provided* that such amounts are in no way contingent on, and were not in any way granted on the basis of, the achievement of any Financial Reporting Measure performance goal.

8. Miscellaneous.

(a) Any applicable award agreement or other document setting forth the terms and conditions of any compensation covered by this Policy shall be deemed to include the restrictions imposed herein and incorporate this Policy by reference and, in the event of any inconsistency, the terms of this Policy will govern. For the avoidance of doubt, this Policy applies to all compensation that is received on or after the Effective Date, regardless of the date on which the award agreement or other document setting forth the terms and conditions of the Covered Executive's compensation became effective, including, without limitation, compensation received under the EquipmentShare.com Inc. 2025 Omnibus Incentive Plan and any successor plan thereto.

(b) This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators and any other legal representatives.

(c) All issues concerning the construction, validity, enforcement and interpretation of this Policy and all related documents, including, without limitation, any employment agreement, offer letter, equity award agreement or similar agreement, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

(d) The Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Policy by conducting good faith negotiations amongst themselves. To ensure the timely and economical resolution of disputes that arise in connection with this Policy, any and all disputes, claims or causes of action arising from or relating to the enforcement, performance or interpretation of this Policy shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in Dallas, Texas, conducted by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") under the applicable JAMS rules. To the fullest extent permitted by law, the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company, shall waive (and shall hereby be deemed to have waived) (i) the right to resolve any such dispute through a trial by jury or judge or administrative proceeding; and (ii) any objection to arbitration taking place in Dallas, Texas. The arbitrator shall: (1) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (2) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that any party would be entitled to seek in a court of law. Any such award rendered shall be enforceable by any court having jurisdiction and, to the fullest extent permitted by law, the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company shall waive (and shall hereby be deemed to have waived) the right to resolve any such dispute regarding enforcement of such award through a trial by jury. To the fullest extent permitted by law, the Covered Executives, their beneficiaries, heirs, executors, administrators, and any other legal representative, and the Company, shall waive (and shall hereby be deemed to have waived) the right to resolve any such dispute through a trial by jury.

(e) If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.