

COURT FILE NUMBER: 2203 09976

COURT: COURT OF KING'S BENCH OF ALBERTA

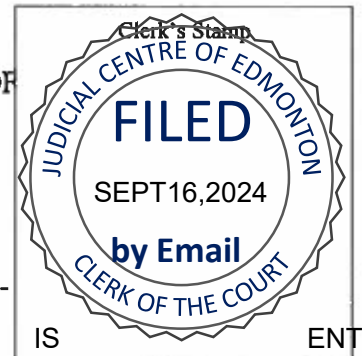
JUDICIAL CENTRE: EDMONTON

PLAINTIFF: SHAMROCK VALLEY ENTERPRISES LTD., by its Court-appointed Receiver and Manager, THE BOWRA GROUP INC.

DEFENDANTS: DELTA VALLEY LANDSCAPING & LAWN SERVICES LTD.

DOCUMENT: AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, KC
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/SRO



AFFIDAVIT OF MURRY NIELSEN

Sworn on September 3, 2024

I, Murry Nielsen, of Elk Point, in the Province of Alberta, SWEAR AND SAY THAT:

1. I was the sole director and president of the Plaintiff, Shamrock Valley Enterprises Ltd. (**"Shamrock"** or the **"Plaintiff"**) at all times material to this action, up to the date that the appointment of the Bowra Group Inc. as Receiver of Shamrock became effective. I have reviewed the files made and maintained by Shamrock in the ordinary course of its business with the Defendant, Delta Valley Landscaping & Lawn Services Ltd. (**"Delta Valley"** or the **"Defendant"**). I therefore have personal knowledge of the matters hereinafter deposed to,

except where the same are stated to be based on information and belief, in which case I verily believe them to be true. I am authorized by the Plaintiff, and by the Plaintiff's court-appointed Receiver, MNP Ltd. (formerly the Bowra Group Inc.) with respect to events occurring prior to its appointment, to make this affidavit on its behalf.

2. Shamrock agreed to lease the following equipment to Delta Valley pursuant to the terms and conditions of four written Equipment Rental Agreements (collectively, the "**Scraper Agreements**") dated May 26 and September 23, 2021 (respectively), true copies of which are now shown to me and marked as Exhibits as indicated below:

Exhibit "A", regarding a 1998 Caterpillar 627F Scraper bearing serial number 1DL00703 ("**Scraper 703**");

Exhibit "B", regarding a 1999 Caterpillar 627F Scraper bearing serial number 1DL00740 ("**Scraper 740**");

Exhibit "C", regarding a 1998 Caterpillar 627F Scraper bearing serial number 1DL00532 ("**Scraper 532**");

Exhibit "D", regarding a 1998 Caterpillar 627F Scraper bearing serial number 1DL00342 ("**Scraper 342**", but collectively with the foregoing, the "**Scrapers**").

3. Delta Valley agreed pursuant to the terms of each of the Scraper Agreements to pay Shamrock rent at the monthly rate of \$26,500.00.

4. Shamrock further agreed to lease Delta Valley a 2014 Caterpillar 336EL Excavator bearing serial number CAT0336EEFJH01438 (the "**Excavator**", but collectively with the Scrapers, the "**Equipment**") pursuant to the terms and conditions of a written Equipment Rental Agreement dated June 15, 2021 (collectively with the Scraper Agreements, the "**Agreements**"), a true copy of which is now shown to me and marked as **Exhibit "E"** to this my Affidavit. Thereunder, Delta Valley agreed to pay Shamrock rent at the monthly rate of \$16,000.00.

5. Each of the Agreements contain, inter alia, the following terms:

(a) The rental period thereunder shall commence on and include the date of delivery of the equipment to Delta Valley and end on and include the date of the return delivery of the equipment to Shamrock;

- (b) Rent became due and payable to Shamrock immediately after the date of invoice from Shamrock to Delta Valley;
- (c) Rent shall be paid monthly following the date of delivery;
- (d) All overdue payments shall bear interest at the rate of 24% per annum;
- (e) Title to the equipment shall at all times remain vested in Shamrock;
- (f) The parties understood and agreed that the terms of the Agreements comprise the entire agreement pertaining to the lease of the equipment, and that no other agreements of any kind, verbal or otherwise, will be recognized unless such other agreement is in writing and executed by an authorized officer of Shamrock;
- (g) The Agreements shall be interpreted and governed according to the laws of the province of Alberta.

6. Pursuant to each of the Scraper Agreements relating to Scraper 532 and Scraper 342 (hereafter, "**Option Agreements**" and the "**Option Scrapers**"), Shamrock agreed to grant Delta Valley the option to purchase the Option Scrapers for their fair market value (the "**Option Provisions**"). The Option Agreements each designated the fair market value of each of the Option Scrapers to be \$210,000.00.

7. Under each of the Option Provisions:

- (a) Delta Valley was to provide Shamrock with written notice of its intention to exercise its option;
- (b) Shamrock, upon receipt of such notice, was to credit 75% of the total rent paid and rent yet to be paid, exclusive of GST, towards the purchase price of the Option Scraper subject to the option being exercised (the "**Credit**");
- (c) The Credit shall be forfeited by Delta Valley if there is an event of default under the relevant Option Agreement; and
- (d) Shamrock agreed, upon receipt of the total purchase price, to transfer all of its right, title, and interest in the Option Scraper subject to the option being exercised.

8. Shamrock delivered the Equipment to Delta Valley on or about the dates described in each of the Agreements.

9. Possession of the Excavator was returned to or in the alternative recovered by Shamrock prior to the Receiver's appointment.

10. Various written invoices totalling \$355,283.722 were delivered to Delta Valley in connection with rentals due under the Agreements (the "Invoices"), the particulars of which are as follows:

Invoice Number	Invoice Date (mm/dd/yyyy)	Invoice Amount	Equipment	Date Invoice Delivered to Delta Valley (mm/dd/yyyy)	Liened (Y/N)
056521	07/28/2021	\$27,825.00	Scraper 342	07/29/2021	N
056522	07/28/2021	\$27,825.00	Scraper 532	07/29/2021	N
056523	07/28/2021	\$16,800.00	Excavator	07/29/2021	N
056568	08/23/2021	\$16,800.00	Excavator	08/23/2021	N
056607	08/30/2021	\$23,625.00	Scraper 342	08/30/2021	N
056608	08/30/2021	\$23,625.00	Scraper 532	08/30/2021	N
056654	09/17/2021	\$16,800.00	Excavator	09/17/2021	N
056685	09/30/2021	\$27,825.00	Scraper 342	09/30/2021	Y
056686	09/30/2021	\$27,825.00	Scraper 532	09/30/2021	Y
056701	09/30/2021	\$7,103.72	Mobilization	10/13/2021	Y
056722	10/12/2021	\$27,825.00	Scraper 703	11/12/2021	Y
056723	10/12/2021	\$27,825.00	Scraper 740	11/12/2021	Y
056725	10/12/2021	\$27,825.00	Scraper 532	11/12/2021	Y
056726	10/12/2021	\$27,825.00	Scraper 342	11/12/2021	Y
056727	10/12/2021	\$12,180.00	Mobilization	11/12/2021	Y
056728	10/12/2021	\$7,875.00	Scraper 703	11/12/2021	Y
056729	10/12/2021	\$7,875.00	Scraper 740	11/12/2021	Y
TOTAL		\$355,283.72			

11. I make this affidavit at the request of the Receiver for the purpose of providing documentary evidence in support of the Plaintiff's application for summary judgment.

SWORN BEFORE ME at the ^{Town} City of)
 Edmonton, in the Province of Alberta, this ^{3rd})
 day of September, 2024.)

Cheryl Lerdick)
 A Commissioner for Oaths in and for the)
 Province of Alberta)

Murry Nielsen
 (Signature)

PRINT NAME AND EXPIRY DATE)

Murry Nielsen
 (Print Name)

CHELSEY SUZANNE LANDIAK
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires Apr. 26, 2025

Exhibit “A”

CHELSEY SUZANNE LANDIAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires Apr. 26, 2025

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 26th day of May by and between:

Stinurock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"
&
Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB. T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

This is Exhibit "A" referred to in the Affidavit of

Sworn before me this 3rd day

of September A.D. 2024

A Commissioner for Oaths in and for the Province of Alberta

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Beaumont Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT			
Items of Equipment	Value of Equip.	Rental Period	Rental Rate
1998 CAT G27P Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00703		Weekly	\$7,500.00

Based on 200 hours (Current hours - 28017)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments;
2. Rate;
3. Current hour meter reading;
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust'r: _____
By: _____ By: _____

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

- (2) Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
 - (a) all fuel, oil and lubricants required to operate the equipment
 - (b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.
 Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shanrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.
2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process or extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.
5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shanrock Valley Enterprises Ltd. nor use or operate the equipment thereon than in the manner and for the use contemplated by Shanrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the names of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease or any interest therein, sublet the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and all damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. The Owner agrees to grant to the Renter the option to purchase the Equipment for the fair market value of the Equipment at the time of the signing of the lease. The Renter, in exercising its option to purchase, shall provide written notice of this intention to the Owner. The Owner, upon receipt of such notice, shall credit 75% of total rent paid and rent yet to be paid, excluding GST, towards the purchase price of the Equipment. Any credit given to the Renter for the purchase price shall be forfeited by the Renter if there is an event of default committed by the Renter or if the Renter terminates the Lease after written notice or intent to exercise that purchase has been received by the Owner. Upon receipt of the total purchase price by the Owner, the Owner agrees to transfer all its right, title, and interest in the Equipment to the Renter free and clear of any liens, charges and encumbrances.

10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

11. This Agreement shall be governed by the laws of the Province of Alberta.

Exhibit “B”

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 23rd day of September 2021. This is Exhibit "B" referred to in the Affidavit of

Shinnrock Valley Enterprises Ltd.
P.O. Box 503, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
hereinafter called "the Supplier"

Della Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AL T6H 5V7
Phone: (780) 435-1887
hereinafter called "the Customer"

Murry Nielsen
Sworn before me this 30th day
of September A.D. 2021
Chelsey Suzanne Landiak
A Commissioner for Oaths in and for
the Province of Alberta

The Supplier and Customer have mutually agreed as follows:

- The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
- The Supplier shall deliver the equipment on or about September 23, 2021 free on board to Beaumont, Alberta in good condition and working order, for shipment to the Customer.
- The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
- This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT

Item of Equipment	Value of Equip.	Rental Period	Rental Rate
1999 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1D1.00740		Weekly	\$ 7,500.00

Based on 200 hours (Current hours - 37010)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

- Overdue payments:
- Rate:
- Current hour meter reading:
- Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust: _____
By _____ By Mark Anderson

General Conditions

- The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.
- Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- Maintenance, Operation & Repair: The Customer declares that he or his employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition.
Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
(a) all fuel, oil and lubricants required to operate the equipment
(b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.

CHELSEY SUZANNE LANDIAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires Apr. 26, 2025

Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shamrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.
2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process or extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.
5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shamrock Valley Enterprises Ltd. nor use or operate the equipment there than in the manner and for the use contemplated by Shamrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.
6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the names of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.
7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease any interest therein, sublet the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instances and a further like not by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.
8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of this lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.
9. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.
10. This Agreement shall be governed by the laws of the Province of Alberta.

Exhibit “C”

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 26th day of May by and between:

Shamrock Valley Enterprises Ltd,
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"

&
Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB, T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

This is Exhibit "C" referred to in the Affidavit of

Murray Nielsen

Sworn before me this 3rd day

of September A.D. 2024

Chelsey Landiak

A Commissioner for Oaths in and for the Province of Alberta

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Benmont Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT			
Items of Equipment	Value of Equip.	Rental Period	Rental Rate
1998 CAT 627P Scraper	\$210,000.00	Monthly	\$26,500.00
S/N IDL00332		Weekly	\$7,500.00

Based on 200 hours (Current hours -- 2768)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust: [Signature]
By _____ By _____

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

CHELSEY SUZANNE LANDIAK
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires Apr. 26, 2025

- (2) Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
- (a) all fuel, oil and lubricants required to operate the equipment
 - (b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.
- Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shamrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of this equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.
2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process or extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.
5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shamrock Valley Enterprises Ltd. nor use or operate the equipment thereon than in the manner and for the use contemplated by Shamrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the names of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease or any interest therein, sublet the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessor or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. The Owner agrees to grant to the Renter the option to purchase the Equipment for the fair market value of the Equipment at the time of the signing of the lease. The Renter, in exercising its option to purchase, shall provide written notice of this intention to the Owner. The Owner, upon receipt of such notice, shall credit 75% of total rent paid and rent yet to be paid, excluding GST, towards the purchase price of the Equipment. Any credit given to the Renter for the purchase price shall be forfeited by the Renter if there is an event of default committed by the Renter or if the Renter terminates the Lease after written notice or intent to exercise that purchase has been received by the Owner. Upon receipt of the total purchase price by the Owner, the Owner agrees to transfer all its right, title, and interest in the Equipment to the Renter free and clear of any liens, charges and encumbrances.

10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

11. This Agreement shall be governed by the laws of the Province of Alberta.

Exhibit “D”

Equipment Rental Agreement

AGREEMENT OF RENTAL, made at Elk Point in the Province of Alberta on this 1st day of May 2021, between:

Shinnrock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"
&
Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB, T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

This is Exhibit "D" referred to in the Affidavit of

Murray Nielsen
Sworn before me this 3rd day
of September A.D. 2021
Chelsey Suzanne Landiak
A Commissioner for Oaths in and for
the Province of Alberta

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Beaumont Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

Items of Equipment	DETAILS OF EQUIPMENT		
	Value of Equip.	Rental Period	Rental Rate
1998 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00342		Weekly	\$7,500.00

Based on 200 hours (Current hours - 8089)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust: _____
By _____ By _____

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

CHELSEY SUZANNE LANDIAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires Apr. 26, 2025

- (2) Calculation of Rental Charges: (a) Howly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
(a) all fuel, oil and lubricants required to operate the equipment
(b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.
- Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shanrock Valley Enterprises Ltd, hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.

2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).

3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.

4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process or extra-judicial process, that in every such instance, the Lessor, at his option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.

5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shanrock Valley Enterprises Ltd, nor use or operate the equipment there than in the manner and for the use contemplated by Shanrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the names of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as heretofore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease any interest therein, sublet the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. The Owner agrees to grant to the Renter the option to purchase the Equipment for the fair market value of the Equipment at the time of the signing of the lease. The Renter, in exercising its option to purchase, shall provide written notice of this intention to the Owner. The Owner, upon receipt of such notice, shall credit 75% of total rent paid and rent yet to be paid, excluding GST, towards the purchase price of the Equipment. Any credit given to the Renter for the purchase price shall be forfeited by the Renter if there is an event of default committed by the Renter or if the Renter terminates the Lease after written notice or intent to exercise that purchase has been received by the Owner. Upon receipt of the total purchase price by the Owner, the Owner agrees to transfer all its right, title, and interest in the Equipment to the Renter free and clear of any liens, charges and encumbrances.

10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

11. This Agreement shall be governed by the laws of the Province of Alberta.

Exhibit “E”

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 15th day of September This is Exhibit "C" referred to in the Affidavit of

Slamrock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"

&
Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB, T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

Sworn before me this 3rd day
of September A.D. 2024
Chelsey Landiak
A Commissioner for Oaths in and for
the Province of Alberta

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about June 15, 2021 free on board to Devon Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

CHELSEY SUZANNE LANDIAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires Apr. 26, 2025

DETAILS OF EQUIPMENT

Items of Equipment	Value of Equip.	Rental Period	Rental Rate
2014 CAT 336EL Hydraulic Excavator	\$250,000.00	Monthly	\$16,000.00
S/N CAT0336BERJH01438		Weekly	\$ 4,500.00

Based on 200 hours (Current hours - 8431)
Overtime hours billed at \$60.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust'r: _____

By _____ By _____

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.
- (2) Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition.
Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
(a) all fuel, oil and lubricants required to operate the equipment
(b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.

Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shamrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.

2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).

3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.

4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process of extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.

5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shamrock Valley Enterprises Ltd. nor use or operate the equipment there than in the manner and for the use contemplated by Shamrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the names of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease any interest therein, sublet the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

10. This Agreement shall be governed by the laws of the Province of Alberta.