EN1

SEPT16.2024

IS

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:

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	<b>Y</b>
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
T	OTAL	\$355,283.72	STATEMENT COLUMN	MARCHINE TO SERVED I	

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 City of )  Edmonton, in the Province of Alberta, this (**)  day of	(Signature)
)	Murry Nielsen
PRINT NAME AND EXPIRY DATE )	(Print Name)

CHELSEY SUZANNE LANDIAK A Commissioner for Oaths in and for Alberta My Commission Expires Apr. 26, 20.25

## Exhibit "A"

## CHELSEY SUZANNE LANDIAK

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

### Equipment Routal Agreement

	Delta Valley Landscaping	ord
	P.O. Box 76012, RPO Southgate Bilmonton, AB. '1611 5Y7 Phone: (780) 435-1887 - hereinafter called "the Customer"	Sworn before me this 3rd day of September A.D. 2024
i.	ad Customer have mutually agreed as follows:  The Supplier hereby reals to the Customer under terms an Agreement Agreement including the Conditions pristed below, the equipment do the heading Details of Equipment (hereitafter called "the such location, for such guaranteed rental period and at suc stated.  The Supplier shall deliver the equipment on or about May to Beaumont Alberta in good condition and working order, for Customer.  The Customer declares that the Company or Agent carrying.	scribed identified under equipment") for use at th rental rates as therein 26, 2021 free on hoard for shipment to the
4.	be covering the equipment whilst in the Customer's passe.  This Agreement will be interpreted according to the laws.  Alberta.	sslon.

	DETAILS OF EQU		
Items of Earliment	Yahre of Earth.	Rental Period	Rental Rate
1998 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00703		Weekly	\$7,500.00

Bused 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:

By

Current hour meter reading: Customer responsible for oll changes overy 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 syrlitoniahove. Suppliers Cust're

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 (1) 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 everlap 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, after, distingue, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to excless or needlessly rough usage, and shall at the Customer's own expense maintain and attimately 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

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 stimulated to template this Agreement.

#### TERMS AND CONDITIONS

Shannook Valley Enterprises Lif. 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.

- I. The routal period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessoe, its agent or carrier. The routal 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 Lessoe. 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 juint unless officerwise stipulated.
- 4. If, in the sole discretion of the Lessor, the equipment if being subject to damage or loss by reason of the Lessoe's use of that equipment, or if the equipment is in danger of being selzed, 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 Lessoe without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Not withstanding the termination of this Agreement as provided berein, 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 Losses shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lesses will not use, operate, maintuin, or store the equipment leased improperly, carelastly or in violation of this agreement, good cillield practice or any applicable regulatory laws or by-inwa whotsoever, or instruction thereof furnished by Shanrock Valley Enterprises Ltd. nor use or operate the equipment there there 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 Lesses shall not remove, after 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 Lesses shall pay all expenses of operating the equipment. The Lesses shall, at the Lesses's own expense, maintain the equipment and make all reputs and replace all broken and warn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

- 6. The Lossee agrees to indemnify and save harmless the Lesser 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 Lasser 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 Lesser and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall farry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lossee shall furnish to the Lesser within seven days of the Lesser's written request, evidence of its compliance with this provision. The Lessee further agrees to Indomnify and save harmless the Losser 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 falls to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or polices of insurance.
- 7. Title to the equipment remains at all times vested in the Lesser, and nothing contained herein shall be construed to create anything other than the relationship of Lesser and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, ar mortgage or hypothecate this lease any interest therein, sublet the equipment, or make any alreations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee's complayees, without the written consent of the Lesser lists had and obtained. Consent to any of the foregoing prohibited nets 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, ordinarces and regulations not existing in future which in any way rotate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lesser 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 Lesser or fails to make the rental payment immediately after being invoiced for the same, or violates may other provision of the lease, the Lesser may terminate the lease, retake possession of the equipment without liability of any kind, and recover all remains 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 lesse. 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 ront puld 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 forfelted 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 ilons, 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"

Shourrock Valley Enterpriess Left.  P. C. Disc 868, Bith Vollet, Albertin Primer 978-724-317P Bar 198-724-3280  Including the Supplies of the Supplies  Delta Valley Landscapping P.O., Disc 76012, RIV O Sauthquie  Edwardson, Alt. 7618 577  Phone 7780, 1827  Phone 78012, RIV O Sauthquie  Edwardson, Alt. 7618 577  Phone 7801, 1827  The Supplies and Customer have mutually agreed as follows:  1. The Supplies and Customer have mutually agreed as follows:  1. The Supplies and Customer have mutually agreed as follows:  1. The Supplies and Customer have mutually agreed as follows:  1. The Supplies and Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of Engagement described identified under the health goed loss of the Supplies and design reduces a such as a formation of the Supplies and design reduces a such as a formation of the Supplies and design reduces a such as a formation of the Supplies and design reduces a such as a formation of the Supplies and the Supplies and design reduces a such as a formation of the Supplies and the Supplies and the Supplies and the Constitution and those of the General Conditions, the Special Conditions from part of this Agreement and in the overent of there being a centilet between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions from part of the Agreement and the fire overtices and the Supplies and the description of the Special Conditions and those of the General Conditions, the Special Conditions and the Special Conditions and the Special Conditions and the Special Conditions and the Special Condit		T OF RUNTAL mad	out Blk Point in the Province of A	regard on the 3310 out		B " referred to in the
P. O. Past 505, Elit Polis, Albertin TOA AD Phones 78-07-24-317P Bas 18-07-24-3120 heleclastic cylic of the Supplier 19-07-24-317P Bas 18-07-24-3120 heleclastic cylic of the Supplier 19-07-2401, 18-15-187 heleclastic place 19-07-2401, 18-15-187 heleclastic place 19-07-2401, 18-15-187 heleclastic cylic of the Customer."  The Supplier and Customer have mutually apaced as follows:  The Supplier hereby resists to the Customers under terms and conditions of this Ageciment and behaviors in placed 19-07-19			rock Valley Enterprises Ltd.		A	midavit of
Phinte 789-734-317 Fax: 780-734-3286  - Iterclinate cyclide "the Supplier"  6. Delta Valtey, handscaping P.O. Dars 76012, 1170 Shuffiguite Edward for which a second and the second and th				DA LAD	Λ	do la la
herchester celled "the Supplier"  Delta Valley Landersphing P.O. Bar 76912, RPO 30-utiligate Edimontors, Ali, Tith 8 PY Planser (100) 455-1837 Planser (100) 455-1837 Planser (100) 455-1837 Planser (100) 455-1837 Proteincher called "the Customer"  The Supplier levely cents to the Customer under terms and conditions of this Agreement beduling the Conditions printed below; the ceighneem described identified under the heading beduling printed below; the ceighneem described identified under the heading bedulin of Regulations printed below; the ceighneem's for use at auth location, for avail quamerical entitle paid and all such series clases of therein stated.  The Supplier shall deliver the explanant on or about September 23, 2021 free on board to Brancount, Albert in good consilion and working order, for septement will be covering the equipment while, in the Occasionar's passassion.  The Supplier shall deliver the explanant on or about September 23, 2021 free on board to Brancount, Albert in good consilion and working order, for september 23, 2021 free on board to Brancount, Albert in good consilion and working order, for september 23, 2021 free on board to Brancount, Albert in good consilion, and working order, for september 23, 2021 free on board to Brancount, Albert in good consilion, and working order, for september 23, 2021 free on board to Brancount, Albert in good consilion, and working order, for september 23, 2021 free on board to Brancount of the september of the company or Agant carrying their insurance will be covering the equipment while, in the Occasionar's passassion.  Brancount of Brancount of Brancount of the September 20, 2021 free on board to Brancount of Brancount of Brancount of Brancount of the passage and the september 20, 2021 free on board to Brancount of Brancount of the September 20, 2021 free on board to Brancount of the September 20, 2021 free on board to Brancount of Brancount of Brancount of Brancount of the September 20, 2021 free on board to Brancount of Brancount of Brancount of Br					MUNTU	MEISELL
Delte Vittey Landersphing P.O. Doz 76013, RIVO Bestilignic Edines for, Alt. 7616 SVP Primer 7601, 385-1837 A Computationar Coaths in and for Province of Alberta AD. 2002 The Supplier and Cristomer have matually agreed as follows:  1. This Supplier hereby cent to the Customer under terms and conditions of this Agreement Including the Conditions printed blook, the equipment described identified under the heading belanding printed blook, the equipment described identified under the heading belanding printed blook, the equipment described identified under the heading belanding another dend period and all study related rates of the Customer, Localeur, for scale jacuamented rend period and all study related rates of the Customer.  2. The Supplier study and the company or Agent carrying their insurance with be covering the equipment whalls in the Company or Agent carrying their insurance with be covering the equipment whalls in the Company or Agent carrying their insurance with be covering the equipment whalls in the Company or Agent carrying their insurance with be covering the equipment whalls in the Company or Agent carrying their insurance with be covering the equipment whalls in the Company or Agent carrying their insurance with be covering the equipment whall in the Company or Agent carrying their insurance with be covering the equipment whalls in the Company or Agent carrying their insurance with be covering the equipment while in the Company or Agent carrying their insurance with be covering the equipment while the Company or Agent carrying their insurance with be covering the equipment while the Company or Agent carrying their insurance with be covering the equipment while the Company or Agent carrying their provides the Company of Agent carrying their carrying the carrying their carrying their carrying			ereinafter called "the Supplier"			ard
Delta Velley Landereplays P.G. Day 76012, HPC Startingular Lidwenton, Alt. 7616 SPY Primer 7601, ARC 9516 SPY Primer 7601, ARC 9516 SPY Primer 7601, 355.1647 A Computationar of Oaths in and for The Supplier and Customer have maturally agreed as follows:  1. The Supplier hereby cents to the Customer under terms and conditions of this Agreement heading the Conditions printed below, the oathparent described identified under the heading the Conditions printed below, the oathparent described identified under the heading belails of Englishment (herelmatic called "the equipment") for use at such location, for scale jacomented rends pecial and at such restal cale on therein stated, 2. The Supplier stail deliver the equipment or about Suplomber 23, 2021 free on board to Demandor, Abertan in good condition and working order, for sinjuent to lite Customer.  3. The Condition of debars that the Conquency or Agent carrying their insurance with be covering the equipment whill in the Conquency or Agent carrying their insurance with be covering the equipment whill in the Conquency or Agent carrying their insurance with be covering the equipment whill be interpreted ecoroding to the laws of the prevince of Alberta.  DETAILS OF BOUITFAIRT Value of Return 1600.00  Weekly S. 7,500.00  Weekly S. 7,500.00  Weekly S. 7,500.00  Weekly S. 7,500.00  S. PECIAL CONDITIONS  The following Special Conditions and those of the General Conditions, the Special Conditions shall prevail.  1. Overdoe payments:  2. Rate:  3. Current lour actor reading S. PECIAL CONDITIONS  The following Special Conditions and those of the General Conditions, the Special Conditions shall prevail.  1. Overdoe payments:  2. Rate:  3. Current lour actor reading in the control of the Agreement and in the overt of there being a conflict between the provider of the coverants benefit on the coverant of the Conditions and those of the Conditions, the Conditions and the date of the Agreement and the date of the Agreement and the date of the Agreement and the date of the Agreem				8	Sworn before n	ne thisday
Edward on, Alt. "764 EVT Pineur (270) 435-1837  Pineur (270) 435-1837  Increhalter called "the Customer"  A Computationer for Oaths in and for the Supplier end Customer have mutually speced as follows:  1. This Supplier become in the Customer mader terms and conditions of this Agreement the Holding the Conditions printed beloving the customer and conditions of this Agreement the Holding the Conditions printed beloving the customer and conditions of this Agreement the Holding the Conditions printed beloving the customer and conditions of the Agreement the Holding the Conditions of the Customer and Conditions of th		Delin	Vulley Landseaping			Out
Elimonton, Alt. 1916 AV Pinner (200) d35:1837  A Compassationer for Oaths in and for Yellow Customer and Customer in which a province of Alberta  The Supplier and Customer have makingly agreed as follows:  1. The Supplier hereby cents to the Customer under terms and conditions of this Agardania has been also as a condition of the Agardania has been also as a condition of the Agardania has been also as a condition of the Agardania has been also allocation, for such gaumented including the calpinent described identified under the heading Details of English gains and an about September 23, 2021 five on board to Beautimon, Alberta in good condition and working order, for subject as stack location, for such gamented withing in the Company or Agent carrying their insurance will be covering the calpinent withing in the Company or Agent carrying their insurance will be covering the calpinent withing in the Coutomer's possession.  4. This Agreement will be interpreted occording to the laws of the province of Alberta.  **DBTAILS OF RIGUIPAIRNT** **Print of Times.** **Print of Times.** **Print DIA0740**  **DBTAILS OF RIGUIPAIRNT** **Print DIA0740**  **DBTAILS OF RIGUIPAIRNT** **Print of Times.** **Print DIA0740**  **DBTAILS OF RIGUIPAIRNT** **Print DIA0740**  **DBTAILS OF RIGUIPAIRNT** **Print DIA0740**  **DBTAILS OF RIGUIPAIRNT** **Print DIA0740**  **Print DIA0740**  **DBTAILS OF RIGUIPAIRNT** **Print DIA0740**  **Print DIA074				0	Jahan	A.D. 200
The Supplier and Customer have mutually agreed as follows:  1. This Supplier betterly resist to the Customers under terms and conditions of this Agreement believing the Conditions printed below, the equipment described identified under the heading behind of Englaphene. (Hereinted reside the Identified under the heading Desilas of Englaphene.) (Hereinted called "the conjuments") for use at such location, for such guaranteed terms and conditions of this Agreement behavior and the Supplier shall deliver the equipment on or about September 23, 2021 (Fee to board to Denament), Alberta in good conditions and working order, for shipment to lite Customer.  3. The Customer declares that the Conganger or Agent carrying their insurance with be covering the equipment whils in the Customer's possession.  4. This Agreement will be interpreted occording to the laws of the province of Alberta.  **DHTAILS OF ROUIFIATENT**  **Pollation of Customer theory - 370.00  **DHTAILS OF ROUIFIATENT**  **Pollation of Customer theory - 370.00  **Pollation of Customer theory - 370.00  **SPECIAL CONDITIONS**  The Solutioner Customer hours - 370.00  **SPECIAL CONDITIONS**  The following Special Conditions from part of this Agreement and in the overt of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.  1. Overthis payments:  2. Rate:  3. Current hour actor reading:  4. Customer responsible for olt changes every 200 hours  4. Customer responsible for olt changes every 200 hours  4. Customer responsible for olt changes every 200 hours  4. Customer responsible for olt changes every 200 hours  5. Customer responsible for olt changes every 200 hours  6. Customer responsible for olt changes every 200 hours  1. Overthe payment in the Agreement of the Equipment Including the date of span individual that when the Equipment and the supplier, or If no public actor for its subject of the Signal feelings to public carrier for itself, or its mark to be confident		Edmo	nlon, AU. TGH 5Y7		011	
This Supplier and Customer have mutually agreed as follows:  1. This Supplier furely resist to the Customer under terms and conditions of this Agreement here to the Agreement of the Agreement o					(M.h.	Trodal
This Supplier and Customer have mustally searced as follows:  1. It is Supplier parties they crist to the Customers under turns and conditions of this Agreement bedealing he Classification printed below; the equipment of the use at such bedealing he Classification printed below; the equipment of the use at such bedealing he Classification of Englishment of Province of Conditions of the Agreement in the Supplier and the Education of Suppliers (1922) 2021 free on board to Heavisian of the Suppliers (1922) 2021 free on board to Heavisian (1922) and the Suppliers (1922) 2021 free on board to Heavisian (1922) and the Conditions and Versiting order, for shipment to the Customer, and the Customer, and the Customer of Alberta.  3. This Agreement will be interpreted according to till plant of the province of Alberta.  4. This Agreement will be interpreted according to till plant of the province of Alberta.  5. DBTALLS OF BUJUPHENT  Leave of Employment  1. Patter of		- 110	geinglier called "the Customer"		A Commission	per for Cathe in and for
1. This Supplier facety reals to the Catelonest under terms and conditions of this Agricultural feeding the Conditions private below; the eqisprend described identified under the heading Defails of Buginputent (Irrefunder called "the equipment") for use at such location, for such guaranteed rends by the design of the present of the pr	rtia Prantition	and Chiefames back to	untually assess to a fallound			
bedealing betallos (Deuphanes) (Irventaine cauled "the cupiment") for use a tasch location, for such guaranteed residul period and all such results attest as therein stated.  2. The Spepilies raided clieve the equipment of an obstant Specimery 23, 2021 free on board to Hentman, Alborta in good centifician and working order, for shipment to lite Customer.  3. The Customer declares that the Contomer's possession.  4. This Agreement will be interpreted eccording to the laws of the province of Alborta.  DETAILS OF BQUIPABENT Volue of Raula.  Butto 16 Raula.  DETAILS OF BQUIPABENT Volue of Raula.  Rental Period Rental.  Rental Period Rental Rental Rental Period  Rental Conditions shill be such as a state of the province of Alborta.  DETAILS OF BQUIPABENT Volue of Raula.  Rental Period Rental Rental Period September 37,000.00  Monthly \$20,500.00  Weekly \$ 7,500.00  Weekly \$ 7,500.				name and acculitions of		Attito of Laborta
heading bealist of Buptiment (International Continuing						
location, for such guaranteed cential petida and all such restat actors at theret, as stack.  2. This Expirite shall delives the equipment on or should Explanate 23, 2021 free on board to Heatmann, Alberta in good centificing and working order, for shipment to the Customer.  3. The Customer declares that the Consumer of Agent carrying their insurance will be covering the equipment wills in the Customer's possession.  4. This Agreement will be interpreted according to the laws of the province of Alberta.  **DETAILS OF BRUIPHIENT**  **Value of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Rate  **Paths of Raulia.** Results Partod.** Results Rate  **Paths of Rate Rate Rate Rate Rate Rate Rate Rate		heading Details	of Boulement thereinafter called "	the couloment") for us	te at auch	
2. This Supplier shall deliver the equipment on or about Seplanuber 23, 2021 free on board to Heatmanni, Alberta in pood conditions and working order, for shipment to the Customer, The Customer declares that the Company or Agent carrying their insurance will be covereding the equipment within the Octomer's possession.  4. This Agreement will be interpreted eccording to the laws of the province of Alberta.  DETAILS OF BQUIPATENT Value of Balata. Rental Particul Rental Instrumental Province of Alberta.  DETAILS OF BQUIPATENT Value of Balata. Rental Particul Rental Instrumental Province of Alberta.  DETAILS OF BQUIPATENT Value of Balata. Rental Particul Rental Instrumental Province of Alberta.  DETAILS OF BQUIPATENT Value of Balata. Rental Particul Rental Instrumental Province of Alberta.  DETAILS OF BQUIPATENT Value of Balata. Rental Particul Rental Instrumental Ins		location, for suc	a gummited rental period and at a	nich resital rates as ther	rein stated.	× 1/4
2. Rate: 3. Current hour neter reading: 4. Customer for themsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agreement and the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all finue contained in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the stansit from the Customer ends at the Supplier's unlocating point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the second.  (2) Cutentation of Rental Charges: (a) Hourly Rental Rates are computed from the date of countencement of the cental period up to but not including the same date in the next calcular month.  (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates therefor running from the date of delivery.  (4) Maintenance, Operation & Repaire: The Customer declares that he or its employees understand the operation of the equipment. The Customer declares that he or its employees understand the operation of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment is not subjected to earlies or needlessly rough usage, and shall at the Customer's own expense undired an operating contillor.  Without thinking 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 repairs, and replacement parts inc	2.	The Supplier she	ill deliver the equipment on or ab	out September 23, 202	I free on board to	<b>A</b> W
2. Rate: 3. Current hour neter reading: 4. Customer for themsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agreement and the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all finue contained in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the stansit from the Customer ends at the Supplier's unlocating point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the second.  (2) Cutentation of Rental Charges: (a) Hourly Rental Rates are computed from the date of countencement of the cental period up to but not including the same date in the next calcular month.  (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates therefor running from the date of delivery.  (4) Maintenance, Operation & Repaire: The Customer declares that he or its employees understand the operation of the equipment. The Customer declares that he or its employees understand the operation of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment is not subjected to earlies or needlessly rough usage, and shall at the Customer's own expense undired an operating contillor.  Without thinking 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 repairs, and replacement parts inc		Henumoni, Alba	rta in good condition and working	order, for shipment to	the Customer,	5 0
2. Rate: 3. Current hour noter reading: 4. Customer for themsolves, their successors, executors, administrators and assigns, hereby agics of the fail performance of the evenants herela contained. The parties hereto have executed the Agreement on the day and date first written above.  Supplier:  (1) The Rental Period: shall cover all fine 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 the transit to the customer begins and the date upon which the transit to the customer begins and the date upon which the transit to the customer begins and the date upon which the transit to the customer logins and 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 calcular 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) Maintonanco, Operation & Repair: The Customer decires that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any mumbering, lettering or insignia displayed upon the equipment, and shall erasure that the equipment is not subjected to carcless or needlessly rough usage, and shall at the Customer's own expense unditate and withinately return to the Supplier the equipment and its appurtenances in good repair and operating condition.  Without thinling 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 tubericants required to o	3,				toe will be	₹ ° °
2. Rate: 3. Current hour nater reading: 4. Customer for thomsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agicement on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all fine consumed in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the aecond.  (2) Cutentation 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 thereofter 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 rented shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment good repair and operating condition.  Without that hat payable term of this rental pay the cost of:  (a) all free, oil and indefends required to operate the equipment (b) all repairs, and replacement of this rental pay the cost of:  (b) all repairs, and replacement aparts including the bot charges, required to be made to the		covering the equ	Ipment whilst in the Costomer's p	ossession.		€ # <b>€</b>
2. Rate: 3. Current hour nater reading: 4. Customer for possible for oil changes eyery 200 hours The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties hereto have executed the Agricancial on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Readel 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the central period of the first shall not overlap that of the second.  (2) Cutentation of Renial Charges: (n) Hourly Rental Rutes 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 & Repaire: The Customer declares that he or its employees understand the operation of the equipment, The Customer shall not renteed, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment and shall ensure that the equipment of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fired, oil and tubelents required to operate the equipment of the contracts over expense, during the term of this rental pay the cost of:  (b) all repairs, and replacement payts freducing the foregoing, the C				1 0		7 5 7
2. Rate: 3. Current hour nater reading: 4. Customer for thomsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agicement on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all fine consumed in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the aecond.  (2) Cutentation 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 thereofter 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 rented shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment good repair and operating condition.  Without that hat payable term of this rental pay the cost of:  (a) all free, oil and indefends required to operate the equipment (b) all repairs, and replacement of this rental pay the cost of:  (b) all repairs, and replacement aparts including the bot charges, required to be made to the	4,	This Agreement	will be interpreted according to the	opulyong of the province	of Alberta.	프 O ta R
2. Rate: 3. Current hour nater reading: 4. Customer for thomsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agicement on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all fine consumed in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the aecond.  (2) Cutentation 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 thereofter 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 rented shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment good repair and operating condition.  Without that hat payable term of this rental pay the cost of:  (a) all free, oil and indefends required to operate the equipment (b) all repairs, and replacement of this rental pay the cost of:  (b) all repairs, and replacement aparts including the bot charges, required to be made to the			nymitt non materia.	LION.		子でする
2. Rate: 3. Current hour neter reading: 4. Customer for themsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agreement and the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all finue contained in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the stansit from the Customer ends at the Supplier's unlocating point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the second.  (2) Cutentation of Rental Charges: (a) Hourly Rental Rates are computed from the date of countencement of the cental period up to but not including the same date in the next calcular month.  (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates therefor running from the date of delivery.  (4) Maintenance, Operation & Repaire: The Customer declares that he or its employees understand the operation of the equipment. The Customer declares that he or its employees understand the operation of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment is not subjected to earlies or needlessly rough usage, and shall at the Customer's own expense undired an operating contillor.  Without thinking 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 repairs, and replacement parts inc	leann cen.	lance and the same of the same				≥ = 3 ×
2. Rate: 3. Current hour nater reading: 4. Customer for thomsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agicement on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all fine consumed in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the aecond.  (2) Cutentation 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 thereofter 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 rented shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment good repair and operating condition.  Without that hat payable term of this rental pay the cost of:  (a) all free, oil and indefends required to operate the equipment (b) all repairs, and replacement of this rental pay the cost of:  (b) all repairs, and replacement aparts including the bot charges, required to be made to the						₹ 5 € ¥
2. Rate: 3. Current hour neter reading: 4. Customer for themsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herele contained. The parties herete have executed the Agreement and the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Rental Period: shall cover all finue contained in transporting the equipment including the date of legal delivery to a public carrier for knowlt 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 the stansit from the Customer ends at the Supplier's unlocating point; providing, however, that when the Equipment moves from one Customer to another the cental period of the first shall not overlap that of the second.  (2) Cutentation of Rental Charges: (a) Hourly Rental Rates are computed from the date of countencement of the cental period up to but not including the same date in the next calcular month.  (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates therefor running from the date of delivery.  (4) Maintenance, Operation & Repaire: The Customer declares that he or its employees understand the operation of the equipment. The Customer declares that he or its employees understand the operation of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment of the equipment for the subject of earlies or needlessly rough usage, and shall ensure that the equipment is not subjected to earlies or needlessly rough usage, and shall at the Customer's own expense undired an operating contillor.  Without thinking 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 repairs, and replacement parts inc			\$210,000.00			2556
2. Rate: 3. Current hour nater reading: 4. Customer for possible for oil changes eyery 200 hours The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties hereto have executed the Agricancial on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Readel 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the central period of the first shall not overlap that of the second.  (2) Cutentation of Renial Charges: (n) Hourly Rental Rutes 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 & Repaire: The Customer declares that he or its employees understand the operation of the equipment, The Customer shall not renteed, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment and shall ensure that the equipment of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fired, oil and tubelents required to operate the equipment of the contracts over expense, during the term of this rental pay the cost of:  (b) all repairs, and replacement payts freducing the foregoing, the C	טמינכון צומי	740		Meakin	2 7,500,00	7 8 7 0
2. Rate: 3. Current hour nater reading: 4. Customer for possible for oil changes eyery 200 hours The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties hereto have executed the Agricancial on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Readel 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the central period of the first shall not overlap that of the second.  (2) Cutentation of Renial Charges: (n) Hourly Rental Rutes 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 & Repaire: The Customer declares that he or its employees understand the operation of the equipment, The Customer shall not renteed, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment and shall ensure that the equipment of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fired, oil and tubelents required to operate the equipment of the contracts over expense, during the term of this rental pay the cost of:  (b) all repairs, and replacement payts freducing the foregoing, the C	Based on 200	hours (Current hour	37018\			<u>ૹ</u>
2. Ratic: 3. Current hour meter reading: 4. Customer tesponsible for oil changes eyery 200 hours 1 he Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties hereto have executed he Agreement on his day and date first written above.  1						₹ E E .S
2. Ratic: 3. Current hour meter reading: 4. Customer tosponsible for oil changes eyery 200 hours The Supplier and the Customer for thomsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties hereto have executed the Agricoment on the day and date first written above.  Supplier:  (1) The Readal Period: shall cover all fine consumed in transporting the equipment including the date of legal delivery to a public carrier for knost 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 the familia to the Supplier's unlocating point; providing, knowers, that when the Equipment moves from one Customer to another the senial period of the first shall not overlap that of the second.  (2) Cutentation of Renial Charges: (n) Hourly Reatal Rates are computed from the date of commencement of the renial period up to but not including the same date in the next calendar mostith.  (3) Payment: Renials payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereofor running from the date of delivery.  (4) Maintenance, Operation & Repairt: The Customer declores that he or its employees understand the operation of the equipment. The Customer shall not renove, alter, disfigure, or cover up any numbering, lettering or insigning displayed upon the equipment, and shall ensure that the equipment and shall ensure that the equipment is not subjected to cardess 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 contilion.  Without Hinking the generality of the Gregoling, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:  (a) all free,			TO III			(1 9 = 8
2. Rate: 3. Current hour nater reading: 4. Customer for possible for oil changes eyery 200 hours The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties hereto have executed the Agricancial on the day and date first written above.  Supplier:  By  By  General Conditions  (1) The Readel 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 the transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the central period of the first shall not overlap that of the second.  (2) Cutentation of Renial Charges: (n) Hourly Rental Rutes 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 & Repaire: The Customer declares that he or its employees understand the operation of the equipment, The Customer shall not renteed, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment and shall ensure that the equipment of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fired, oil and tubelents required to operate the equipment of the contracts over expense, during the term of this rental pay the cost of:  (b) all repairs, and replacement payts freducing the foregoing, the C			SPECIAL CONDITION	S S		MO E
2. Rate: 3. Current hour noter reading: 4. Customer for themsolves, their successors, executors, administrators and assigns, hereby agics of the fail performance of the evenants herela contained. The parties hereto have executed the Agreement on the day and date first written above.  Supplier:  (1) The Rental Period: shall cover all fine 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 the transit to the customer begins and the date upon which the transit to the customer begins and the date upon which the transit to the customer begins and the date upon which the transit to the customer logins and 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 calcular 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) Maintonanco, Operation & Repair: The Customer decires that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any mumbering, lettering or insignia displayed upon the equipment, and shall erasure that the equipment is not subjected to carcless or needlessly rough usage, and shall at the Customer's own expense unditate and withinately return to the Supplier the equipment and its appurtenances in good repair and operating condition.  Without thinling 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 tubericants required to o	The followin	e Special Conditions			ing a conflict	ı d Ē
2. Rate: 3. Current hour nateer reading: 4. Customer responsibile for oil changes every 200 hours The Supplier and the Customer for themsolves, their successors, executors, administrators and assigns, increby agree to the full performance of the evenants herela contained. The parties hereto have executed the Agreement on the day and date first written above.  Cust'r:    Dy	servean the	rovisions of the Sne	cial Conditions and those of the C	eneral Conditions the	Special	ш ,ō
2. Rate: 3. Current hour nateer reading: 4. Customer responsibile for oil changes every 200 hours The Supplier and the Customer for themsolves, their successors, executors, administrators and assigns, increby agree to the full performance of the evenants herela contained. The parties hereto have executed the Agreement on the day and date first written above.  Cust'r:    Dy	Conditions a	iali nrevali.		oneria centinona, mo	phoenni	豆 〇
2. Rate: 3. Current hour nateer reading: 4. Customer responsibile for oil changes every 200 hours The Supplier and the Customer for themsolves, their successors, executors, administrators and assigns, increby agree to the full performance of the evenants herela contained. The parties hereto have executed the Agreement on the day and date first written above.  Cust'r:    Dy			uts:			
3. Current hour meter reading: 4. Customer responsible for oil changes every 200 hours  The Supplier and disc Customer for licensolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties herete have executed the Agreement on the day and date first written above.  Supplier:    Dy						2
The Supplier and the Customer for themsolves, their successors, executors, administrators and assigns, hereby agice to the full performance of the covenants herela contained. The parties here to have executed the Agricement on the day and date first written above.  Supplier:  One of the Conditions  The Rental Period: shall cover all fine 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 tegins 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 is another the rental period of the first shall not overlap that of the second.  (2) Culculation 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 thereofter running from the date of delivery.  (4) Multionance, Operallon & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, after, diffigure, or cover up any numbering, lettering or insignil 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 over expense maintain and uttimately return to the Supplier the equipment and the appurtenances in good repair and operating condition.  Wifnout finite of the foregoing, the Customer shall, at the Customer's over expense unditation and uttimately return to the Supplier the equipment and the point and replacement required to operate the equipment.  (b) all repairs, and replacement parts incl	3.	Current hour nu	ter reading:			
By		Customer respon	nsible for oil changes every 200 h	otita		
the Agricement on the day and date first written above.  Cast'r:    Dy	The Supplier	and the Customer fo	r themsolves, their successors, exc	cutors, administrators	and assigns,	
Day	hereby agree	to the Hill performan	co of the covenants herein contain	ied. The parties herete	have executed	
General Conditions  General Conditions  General Conditions  The Rental Period: shall cover all time consumed in transporting 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, 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, tooyover, hat when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.  (2) Culculation 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 thereifor running from the date of delivery.  (4) Maintonanco, Operation & Repairs: The Customer decipres that he or its employees understand the operation of the equipment. The Customer shall not remove, after, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall at the Customer's over expense unbittein and ultimately return to the Supplier the equipment and its appurenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all repairs, and replacement pasts including labor charges, required to be made to the		nt on the day and dar		7777		
(1) The Rental Period: shall cover all line 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 for the transit of customer begins and the date upon which transit from the Customer ends at the Supplier's unbading 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) Cutentiation of Rental Charges: (n) 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) Mintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, after, distingue, or cover up any numbering, leitering 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, during the term of this rental pay the cost of:  (N) all repairs, and replacement parts including labor charges, required to be made to the	nishbitai t		Cital 37			
General Conditions  The Rental Period: shall cover all line consumed in transporting the equipment including the date of legal delivery to a public earrier 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 earrier is used, shall include the date upon which to transit for the transit of customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, honever, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.  (2) Culculation 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 therefor remaing from the date of delivery.  (4) Maintenance, Operation & Repairs: The Customer decires that he or its employees understand the operation of the equipment. The Customer shall not remove, after, 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 over expense unditate and difficulty return to the Supplier the equipment and his appurtenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all repairs, and replacement parts including labor charges, required to be made to the	By		Dy.	Mark Otu	dorson	
<ol> <li>The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public earrier 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 earrier is used, shall include the date upon which the 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.</li> <li>Catentiation 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.</li> <li>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.</li> <li>Maintenance, Operation &amp; Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not rentale, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall at the Customer's over expense unlatin and utilimately return to the Supplier the equipment and lis appurtenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all repairs, and replacement parts including labor charges, required to be made to the</li> </ol>				- F ( - F - F - F - F - F - F - F - F -		
date of legal delivery to a public carrier for knowlet 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 senial period of the first shall not everlap that of the second.  (2) Cutentation 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 rentale, after disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to caroless or needlessly rough usage, and shall at the Customer's over expense sunitation and ultimately return to the Supplier the equipment and he 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 repairs, and replacement parts including labor charges, required to be made to the		15,78	General Conditions			
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 from the Customer ends at the Supplier's unleading 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) Cutentation 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 contove, after, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall at the Customer's over expense maintain and ultimately return to the Supplier the equipment and his appurtenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all repairs, and replacement parts including labor charges, required to be made to the		The Rental Period;	shell cover all time consumed in t		ant factually the	
public carrier is used, shall include the date upon which the trainfil 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 senial 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 calcular 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) Maintonance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, after, disfigure, or cover up any numbering, lottering or insignal displayed upon the equipment, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall at the Customer's over expense maintain and ultimately return to the Supplier the equipment and his appurtenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all repairs, and replacement parts including labor charges, required to be made to the	(1)			ւռույթունոց կեն Եգաթե	rent fileioniliti nie	
the date upon which transit from the Customer ends at the Supplier's unloading point; providing, fromewer, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.  (2) Culculation 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) Minimonance, Operation & Repairs: The Customer decipres that he or its employees understand the operation of the equipment. The Customer shall not remove, after, disfigure, or cover up any unmbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to cardess or needlessly rough usage, and shall at the Customer's over expense unlitten and utilimately return to the Supplier the equipment and lis appurenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) pil fluel, oil and tubeteants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal deliver	e la a public carrier for francit to t	he Customer, and upon	return of the	A.1
providing, however, that when the Equipment moves from one Customer to another the senial period of the first shall not overlap that of the second.  (2) Cutentiation 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 rentove, after, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to caroless or needlessly rough usage, and shall at the Customer's over expense sublitation 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) pil field, oil and tubricants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal deliver	y to a public carrier for transit to t The date of legal delivery by such	he Customer, and upon	return of the	
period of the first shall not overlap that of the second.  (2) Culculation 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 calcular month.  (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates literaffer 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, after, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to cardless or needlessly rough usage, and shall at the Customer's over expense maintain and ultimately return to the Supplier the equipment and his appurtenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fuel, oil and tubeleants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal delivery Equipment including public carrier is used	; the date of legal delivery by suc I, shall include the date upon whic	he Customer, and upon a carrier to the Supplie In the transit to the Cus	return of the r, or if no domer begins and	
(2) Cutestation 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) Paymont: 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, after, 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 over expense unalitain and utilinately return to the Supplier the equipment and his appurtenances in good repair and operating condition.  Without findling 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 tubricants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal delivery Equipment including public carrier is used the date upon which	g the date of legal delivery by suc) I, shall include the date upon whic transit from the Customer ends at	he Customer, and upon h carrier to the Supplie of the transit to the Cus the Supplier's unload	return of the r, or if no domer begins and ing point!	
commencement of the rental period up to but not including the same date in the next calendar mouth.  (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, after, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to caroless or needlessly rough usage, and shall at the Customer's ovar expense sublitation 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) pil fuel, oil and tubricants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal delivery Equipment including public carrier is used the date upon which providing, however,	the date of legal delivery by such I, shall include the date upon white transit from the Customer ends at that when the Equipment moves	he Customer, and upon nearrier to the Supplie It the transit to the Cus the Supplier's unload from one Customer to	return of the r, or if no domer begins and ing point!	
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 rentove, after, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to caroless or needlessly rough usage, and shall at the Customer's over expense uninitain 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 over expense, during the term of this rental pay the cost of:  (a) all fuel, oil and tubeleants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal delivery Equipment including public carrier is used the date upon which providing, however,	the date of legal delivery by such I, shall include the date upon white transit from the Customer ends at that when the Equipment moves	he Customer, and upon nearrier to the Supplie It the transit to the Cus the Supplier's unload from one Customer to	return of the r, or if no domer begins and ing point!	
(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, after, 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 over expense analitation and ultimately return to the Supplier the equipment and his appurtenances to good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) pil fuel, oil and tubricants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first sh	g the date of legal delivery by such, sind include the date upon white transit from the Customer ends at that when the Equipment moves all not overlap that of the second.	he Customer, and upon n carrier to the Supplie Il the transit to the Cus the Supplier's unload from and Customer to t	return of the r, or if no domer begins and ing point another the senial	
(3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates therefor running from the date of delivery.  (4) Multionance, Operation & Repairs: The Customer decipres that he or its employees understand the operation of the equipment. The Customer shall not convey, after, disfigure, or cover up any manufacting, 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 finding 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 tubeleants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the		date of legal dalivery Equipment including public carrier is used the date upon which providing, however, period of the first sh Cutentiation of Rente	g the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not everlap that of the second, it Charges: (a) Hourly Reatal Rat	he Customer, and upon i carrier to the Supplie hi the transit to the Cus the Supplier's unlead from one Customer to the supplier to the control of the contr	return of the r, or if no slower begins and ing point, another the senial	
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, after, distingues, 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 unablatin and utilimately return to the Supplier the equipment and its appurenances 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 tubeleants required to operate the equipment.  (b) all repairs, and replaceants required to operate the equipment.		date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first sh Culcutation of Renie commencement of the	g the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not everlap that of the second, it Charges: (a) Hourly Reatal Rat	he Customer, and upon i carrier to the Supplie hi the transit to the Cus the Supplier's unlead from one Customer to the supplier to the control of the contr	return of the r, or if no slower begins and ing point, another the senial	
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, after, distingues, 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 unablatin and utilimately return to the Supplier the equipment and its appurenances 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 tubeleants required to operate the equipment.  (b) all repairs, and replaceants required to operate the equipment.		date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first sh Culcutation of Renie commencement of the	g the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not everlap that of the second, it Charges: (a) Hourly Reatal Rat	he Customer, and upon i carrier to the Supplie hi the transit to the Cus the Supplier's unlead from one Customer to the sare computed from its	return of the r, or if no slower begins and ing point, another the senial	
(4) Ministenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, after, disfigure, or cover up any manistering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to earliess or needlessly rough usage, and shall at the Customer's over expense maintain and ultimately return to the Suppiler 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 over expense, during the term of this rentel pay the cost of:  (a) all fuel, oil and tubeleants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public earlier is used the date upon which providing, honover, period of the first sh Cutcutation of Rente commencement of it month.	g the date of legal delivery by such, sind include the date upon which transit from the Customer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratice rental period up to but not heelt be rental period up to but not heelt.	he Customer, and upon a carrier to the Supplie is the tensifi to the Cus the Supplier's unbadi from one Customer to es are computed from t eding the same date in t	return of the r, or if no stower begins and ing point; another the reninf the date of the next calendar	
understand the operation of the equipment. The Customer shall not comove, after, disfigure, or cover up any munipering, 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 tubeleants required to operate the equipment  (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, honever, period of the first sh Cutentiation of Rente commencement of it month. Payment: Rentals p.	the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not facts expended the control period to but not facts applied and entire that which was the control period to but not facts applied and entire that was a second of the control period to but not facts applied and entire that was a second of the control period to but not facts applied and entire that was a second of the control period to but not facts and the control period to be described to the control period to t	he Customer, and upon a carrier to the Supplie is the tensit to the Cus the Supplier's unbadi from one Customer to es are computed from a ding the same date in the be paid monthly at this	return of the f, or if no itomer begins and ing point; another the renint the date of the next calendar anddress of the	
understand the operation of the equipment. The Customer shall not comove, after, disfigure, or cover up any manuscring, 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 tubricants required to operate the equipment  (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, honever, period of the first sh Cutentiation of Rente commencement of it month. Payment: Rentals p.	the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not facts expended the control period to but not facts applied and entire that which was the control period to but not facts applied and entire that was a second of the control period to but not facts applied and entire that was a second of the control period to but not facts applied and entire that was a second of the control period to but not facts and the control period to be described to the control period to t	he Customer, and upon a carrier to the Supplie is the tensit to the Cus the Supplier's unbadi from one Customer to es are computed from a ding the same date in the be paid monthly at this	return of the f, or if no itomer begins and ing point; another the renint the date of the next calendar anddress of the	
or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to eardless or needlessly rough usage, and shall at the Customer's over expense analytic and utilimately return to the Supplier the equipment and its appartenances in good repair and operating condition.  Without limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fuel, oil and tubelenate required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first she Cutentiation of Rente countencement of it month.  Payment: Rentals p. Supplier on succeed.	the date of legal delivery by such, shall include the date upon white transit from the Cautomer ends at that when the Equipment moves all not overlap that of the accord, of Charges: (a) Hourly Rental Ratic rental period up to but not fact appear to the cautomer than the cautomer than the monthly dates therefore running monthly dates therefore running monthly dates therefore running monthly dates therefore running the cautomer than the cauto	he Customer, and upon a carrier to the Supplies in the Supplies of the Supplier's unload from one Customer to do the Supplier of the Supplier	return of the r, or if no itomer begins and itomer begins and itomer begins ithe date of the next calendar anddress of the livery.	
ensure that the equipment is not subjected to cardies or needlessly rough usage, and shall at the Customer's own expense analytimately return to the Supplier the equipment and its appartenances to good repair and operating condition.  Without finiting 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) pil fuel, oil and tubeleants required to operate the equipment (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, honever, period of the first sh Cutentiation of Rente commencement of the month.  Payment: Rentals p Supplier on succeed Maintonance, Opera	s the date of legal delivery by such, shall include the date upon which transit from the Customer ends at that when the Equipment moves all not overlap that of the accord, it Charges: (a) Hourly Rental Ratice rental period up to but not factory apable under this Agreement shalling monthly dates thereafter runal than & Repairs: The Customer determined the Repairs: The Customer desirable, shall the Repairs: The Customer desirable, shall the Repairs: The Customer desirable in the Repa	he Customer, and upon a carrier to the Supplie is the tensit to the Cust the Supplier's unbadi from one Customer to a computed from a cs are computed from a ding the same date in the paid menthly at the ing from the date of del eleres that he or its emp	return of the r, or if no itiomer begins and ing point; another the rental the date of the next calendar anddress of the livery.	
the Customer's over expense multitain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition.  Yithout limiting the generality of the foregoing, the Customer shall, at the Customer's over expense, during the term of this rental pay the cost of:  (a) all fuel, oil and tubercants required to operate the equipment  (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first she Cutentiation of Rente commencement of the month.  Payment: Rentals p Supplier on succeed winintenance, Opera understand the opera understand the opera.	the date of legal delivery by such, shall include the date upon white transit from the Cautomer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not held to rental period up to but not held ayable under this Agreement shalling monthly dates thereafter runnition of the cautomer detailed of the cautomer detailed.	he Customer, and upon a carrier to the Supplie is the tensit to the Customer to the Supplier's unbadilitions one Customer to design the same date in the paid monthly at the larger from the date of detects that he or its empasses shall not fonove,	return of the r, or if no itomer begins and ing point; another the reninf the date of the next calendar is address of the livery. ployees alter, disfigure,	
lts appurtenances to good reprir and operating condition.  Without finding 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 tubercants required to operate the equipment  (b) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first she Culculation of Rente commencement of the month.  Payment: Rentals p Supplier on succeed Maintenance, Opera understand the opera or cover up any municiparts.	the date of legal delivery by such, shall include the date upon white transit from the Caulonner ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not held asyable under this Agreement shall hig monthly dates thereafter runnition of the equipment. The Customer dealers no lottering, lottering or histografia display	he Customer, and upon a carrier to the Supplies if the trensit to the Customer to the Supplies in the Supplies is unload from one Customer to a care computed from a care computed from a care to a care computed from a care to a care computed from the same date in the paid in the care to detect the care that the or its empower shall that remove, ayed upon the equipmer shall that remove,	return of the r, or if no tiomer begins and ing point; another the senial the date of the next calendar or address of the livery. ployees after, disfigure, nt, and shall	
Without finiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:  (n) pil fuel, oil and tubricants required to operate the equipment  (u) all repairs, and replacement parts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public earlier is used the date upon which providing, honever, period of the first sh Cutentiation of Rente commencement of it month.  Payment: Rentals p Supplier on succeed Maintenance, Opera understand the opera or cover up any mu- eristre that the equip-	s the date of legal delivery by such, shall include the date upon white transit from the Caulomer ends at that when the Equipment moves all not overlap that of the accord, if Charges: (a) Hourly Rental Ratic rental period up to but not fact by apable under this Agreement shalling monthly dates thereafter runnifler a Repairs: The Customer dentities of the captering, lettering or insignia displantant is not subjected to careless.	the Customer, and upon a carrier to the Supplier is the tensify to the Customer to the Supplier's unbadificant one Customer to a care computed from the same date in the paid monthly at the ing from the date of detelers that he or its empaner shall too rouse, and you upon the equipmer or needlessly rough use.	t return of the r, or if no stower begins and ing point; another the rental the date of the next calendar or address of the livery. ployees alter, disfigure, nnt, and shall age, and shall	
<ul> <li>(n) all fuel, oll and lubricants required to operate the equipment</li> <li>(b) all repairs, and replacement parts including labor charges, regulated to be made to the</li> </ul>	(2)	date of legal delivery. Equipment including public carrier is used to design the date upon which providing, honever, period of the first she Culcutation of Rente commencement of the month.  Payment: Rentals p Supplier on succeed Maintenance, Opera understand the open or cover up any name ensure that the equipments that the equipments to cover up any name ensure that the equipments are the counter of cover the counter of the cover of cover the cover of the counter of cover the cover of cover of cover the cover of cover o	the date of legal delivery by such, shall include the date upon white iransit from the Customer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not facts exently period up to but not facts syable under this Agreement shalling monthly dates therefor rund then of the equipment. The Customer deallon of the equipment. The Customer displaying lettering or insignta displaying its not subjected to caroless expense untilitation and utilinately.	he Customer, and upon a carrier to the Supplie is the tenish to the Customer to the Supplier's unbadi from one Customer to a computed from a computed from the adding the same date in the paid monthly at the ing from the date of det clores that he or its emp more shall not remove, syed upon the equipme or needlessly rough us return to the Supplier!	t return of the r, or if no stower begins and ing point; another the rental the date of the next calendar or address of the livery. ployees alter, disfigure, nnt, and shall age, and shall	
(b) all repairs, and replacement pasts including labor charges, required to be made to the	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, however, period of the first she Cutentiation of Rente commencement of the month.  Payment: Rentals p Supplier on succeed winintenance, Opera understand the open or cover up any mine ensure that the equipment's own its appurtenances in the Customer's own its appurtenances in the put of the Customer's own its appurtenances in the date of the Customer's own its appurtenances in the date of the Customer's own its appurtenances in the date of the customer's own its appurtenances in the date of the customer's own its appurtenances in the date of the customer's own its appurtenances in the date of the customer's own its appurtenances in the date of the customer's own its appurtenances in the date of the customer's own its appurtenances in the date of the da	s the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not held to rental period up to but not held made made the control of the customer deallon of the equipment. The Customer deallon of the equipment. The Customer deallon of the equipment. The Customer deallon of the equipment is not subjected to caroless expense unalitation and ultimately good repair and operating condition	he Customer, and upon a carrier to the Supplier's unbadil if the trensit to the Customer to the Supplier's unbadil from one Customer to a ding the same date in the paid monthly at the large from the date of detections that he or its empaner shall not romove, and upon the equipment or needlessly rough us return to the Supplier to on.	return of the c, or if no itomer togins and ing point; another the rental the date of the next calendar is address of the livery. ployees alter, disfigure, nt, and shall age, and shall at he equipment and	
	(2)	date of legal delivery Equipment including public carrier is use; the date upon which providing, honever, period of the first sh Cutentiation of Rente commencement of th month.  Payment: Rentals p Supplier on succeed Maintenance, Opera understand the opera or cover up any num ensure that the equit the Customer's over its appurtenances in Without Hmiltin over expense.	the date of legal delivery by such, shall include the date upon white transit from the Caulomer ends at that when the Equipment moves all not overlap that of the accord, if Charges: (a) Hourly Rental Ratic rental period up to but not fact the rental period up to but not fact payable under this Agreement shalling monthly dates thereafter runnified a Repairs: The Customer demined in of the equipment. The custopering, lettering or insignia dispisation in the custopering or insignia dispisation in the custoperior and utilimately good repair and operating condities the generality of the foregoing, turing the term of this rental pay the	he Customer, and upon a carrier to the Supplie is unload if the tends to the Customer to the Supplier's unload from one Customer to a care computed from the same date in the paid monthly at the ing from the date of deletes that he or its empare shall not remove, ayed upon the equipme or needlessly rough us return to the Supplier to on.  the Customer shall, at the cost of:	return of the c, or if no itomer togins and ing point; another the rental the date of the next calendar is address of the livery. ployees alter, disfigure, nt, and shall age, and shall at he equipment and	
could bus order to keep it in good regain and puntlen order.	(2)	date of legal delivery Equipment including public carrier is used the date upon which providing, honever, period of the first sh Cutentiation of Rente commencement of it mouth.  Payment: Rentals p Supplier on succeed Minintenance, Opera understand the opera or cover up any muni- cristine that the equi- the Cuttomer's over- its appurtenances in Without Hultin over expense, d (n) pil finel, oil	the date of legal delivery by such, shall include the date upon white transit from the Customer ends at that when the Equipment moves all not overlap that of the second, of Charges: (a) Hourly Rental Ratice rental period up to but not hield syable under this Agreement shalling monthly dates thereafter rundlen of the equipment. The Customer deallon of the equipment and lisple mental is not subjected to caroless expense ambituition and utilizately good repair and operating conditing the generality of the foregoing, intring the term of this rental pay the and lubricants required to operate	the Customer, and upon a carrier to the Supplie is the tensity to the Customer is unload from one Customer to a care computed from the same date in a ding the same date in the paid in the date of detections that he or its empower shall not remove, ayed upon the equipme or needlessly rough us return to the Supplier to de. Customer shall, at the configurers that he care a last, at the configurers that is the configurers that it is the configurer than it is the configurers that it is the configurers	return of the r, or if no itiomer begins and ing point; another the rental the date of the next calendar or address of the livery. playees alter, disfigure, nt, and shall age, and shall at the equipment and the Customer's	
- Janfaran managa at male or an State a show sate through Atrast	(2)	date of legal delivery Equipment including public carrier is use; the date upon which providing, however, perlod of the first sh Cutentiation of Renie commencement of the month.  Payment: Rentals p Supplier on succeed Maintenance, Opera understand the opera or cover up any min erstare that the equip the Customer's own its appurtenances in Without fimiliar own expense, d (a) gif fuel, di (b) all repairs,	s the date of legal delivery by such, shall include the date upon white transit from the Cautomer ends at that when the Equipment moves all not overlap that of the second, it Charges: (a) Hourly Rental Ratic rental period up to but not held to rental period up to but not held made made in the Repairs: The Customer deallon of the equipment. The Customer deallon of the equipment. The Customer deallon of the equipment is not subjected to caroless expense unabletin and utilimately good repair and operating conditing the term of this rental pay the intelligence of the caroles control in the term of this rental pay the intelligence and replacement parts including he	the Customer, and upon a carrier to the Supplier's unbadil if the trensit to the Customer to the Supplier's unbadil from one Customer to did the Supplier's unbadil from one Customer to did the same date in the paid monthly at the large from the date of delicities that he or its empower shall not remove, and upon the equipment on the Supplier to delicities and the Customer shall, at it is conforment to the Supplier to delicities and office the customer shall, at it is conforment.	return of the r, or if no itiomer begins and ing point; another the rental the date of the next calendar or address of the livery. playees alter, disfigure, nt, and shall age, and shall at the equipment and the Customer's	

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

### TERMS AND CONDITIONS

Shannock Valley Buterprises 1.1d. 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 commones 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 inneediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 parcent per annula).
- The Lessee shalt pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
- 4. If, in the sole discretion of the Lossor, the equipment if 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 Lessor without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining passession of the equipment. Not withstanding the termination of this Agreement as provided herein, the obligations of the Lessoe 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, aporate, maintain, or store the equipment lessed improperly, carelessly or in violation of this agreement, good official practice or any applicable regulatory laws or by-laws whatsoover, or instruction thereof furnished by Shannrock Valley Enterprises Ltd. Find Lessor makes no warranty, whatsoover, whether express, implied by law, or otherwise, as to the quality of filmess 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 work parts and keep the equipment in good condition and working order, reasonable wear and feer only excented.
- 6. The Lessee agrees to indemnify and save harmless the Lesser 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 Lessee; and 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 manes of the Lesser and the Lessee in the minimum amount of \$2,000,00,00 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 Lesser within seven days of the Lesser's written request, evidence of its compliques with this provision. The Lessee hather agrees to indemnify and save harmless the Lesser against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the equipment at the lessee fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or polices of insurance.
- 7. Title to the equipment remains at all times vosted 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, subtet 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 foreigning prohibited acts shall apply only in the given instance and a further like not by the Lessee or by the Lessee's assigned 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 furnities the Lessor from any breach of this covenant.
- 8. If the Lessee becomes bankrupt, or faits to maintain and operate the equipment in accordance with the terms of this lesse or faits to return the equipment upon the demand of the Lesser or faits to make the rental payment insuccidately after being invoiced for the same, or violates any other provision of the lesse, the Lesser may terminate the lesse, retake possession of the equipment without itability 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 least 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"

Shannock Valley Enterprises Ltd. P. O. Box 505, Bik Point, Alberta TOA 1A0 Phone: 780-724-3177 Fax: 780-724-2280 herolnafter culted "the Supplier"

AGREEMENT OF RENTAL made at 13th Point in the Province of Alberta on the 26th day of

May by and between:

		&			TIENSEN)
	Deft	Valley Limitseniting		Sworn before me t	his 3rd
	P.	D. Box 76012, RPO So onton, AB, Tell 5Y7	uthgate	Some	
		10: (780) 435-1887		or Sprenipe	A.D. 20
		heremaner called "the C	Austomer"	Chilles To	del
				A Commissioner for	or Oaths in and for
The Supplie	r and Customer be	yo mutually agreed as f	hllower	The Province	e of Alberta
l.	The Supplier   Agreement	hereby rends to the Cust	omer under terms and		
	the heading D	Conditions printed beloetails of Rapipment (he for such guaranteed rer	reinalter called "the c	quipment") for use at	DIAK
	stoled.	38			7 6
2.		shall deliver the equipm	ent on or about May	26, 2021 free on board	ANI
	to  Beninnent Al  Customer.	berta in good condition	and working order, fo	er shipment to the	at of the control of
3.	The Custome	r declares that the Comp to equipment whilst in t			CHELSEY SUZANNE LANDIAK A Commissioner for Oaths in and for Alberta
4.	This Agreeme	ent will be interpreted a	cording to the laws o	f the province of	\$ 5
	Alberto.				.d. iš. C.
					S E E
		DETAILS OF BO	IIPATRNT		는 g =
liens of Ra	ulpment	Value of Equip.	Rental Period	Rental Rate	SS
1998 CAT	6270 Scraper	\$210,000.00	Monthly	\$26,500.00	릚
S/N IDLO	0532		Weekly	\$7,500.00	至
conflict be the Special 1. 2. 3, 4.	tween the provision Conditions shall proverding pay Rate:  Current hour Customer re-		greement and in the cities and those of the	General Conditions,	
		lill performance of the c			
		comont on the day and	dato first avritten abov	· 0.	
			744		
Ву		By.			
			-1-4		
(1)	including the da upon return of th the Supplier, or	o Equipment including	consumed in transpor public carrier for trans the date of legal deliv	sit to the Customer, and ery by such carrier to	
	the date upon wi providing, howe	nich transit from the Cu- ver, that when the Equi of the first shall not ov	pment moves from on		

CHELSEY SUZANNE LANDIAK A Commissioner for Oaths in and for Alberta My Commission Expires Apr. 26, 20,25

A.D. 202L

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

- (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 calcular 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, after, disfigure, or cover up my numbering, feltering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to encolosis 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

own expense, during the term of this rental pay the cost of:

- (a) all fuel, all 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 carning 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 slipulated to terminate this Agreement.

### TERMS AND CONDITIONS

Shannock Valloy 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 Lessor. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
- 3. The Lossed shall pay all shipping charges from and to the Lesser's shipping point unless otherwise stipulated.
- 4. If, in the sole discretion of the Lessor, the equipment if 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 logal process of extra-judicial process, find in every such instance, the Lesser, 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. Not withstanding 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 lessed improperty, 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, after or disfigure any identification insignal 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 Lesser of and from any damage to or luss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lesser at the Lessee's expense against damage or less of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public linbility insurance in the names of the Lesser 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 famish to the Lesser within seven days of the Lesser's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lesser against any and all claims, costs and expenses of any manuar arising from the Lesses use or possession of the equipment. If the Lessee fulls to insure the equipment as hereinbafore provided, the Lessee agrees to pay as additional rent the premiums of such policy or polices 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 rolationship of Lessor and Lessoe between the parties. The Lessoe agrees not to assign this lease or my 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 Lessoe or the Lessoe's employees, without the written content 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 Lessoe's assignee or subcontractor to operate the equipment. The Lessoe 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 Lessoe shall indemnify and save harmless the Lessor from any breach of this coverant.
- 8. If the Lessee becomes bankrupt, or falls 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 Lesser or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lesser may terminate the lease, retake possession of the equipment without liability of may kind, and recover all rentals due and fail 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 losse. The Renter, in exercising its option to purchase, shall provide veritten 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 OST, 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 veritten 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 alt its right, title, and interest in the Equipment to the Renter free and clear of any liens, charges and enountbrances.
- 10. It is understood and agreed that the terms of this document comprise the entire agreement portaining 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"

	cliveen:			n th <b>This levekhibit</b> "This not Affice	" referred to in the lavit of
	P. O. 1	rock Yalley Enterprise Nox 505, Elk Point, All	perin TOA 1AO	Mura	Nielsen
		or 780-724-3177 Paxi preimpfier called "the Su &		Sworn before me	ard
	P.O Edmo Phon	Valley Landscaping 1. Hox 76012, RPO Sau 10ton, AB, TGH SY7 11 (780) 435-1887 11 croinaler called "the Cu		of Soplember	
l'he Supplier 1.	nud Customer hay The Supplier ha Agreement	o mutually agreed as fol ereby rents to the Custon	llows: ner under terms and	conditions of this	
	fischilding the C the heading De	conditions printed bolovy talls of Equipment (here or such guaranteed rent	inntlor called "the co	quippient") for use at	LSEY SUZANNE LANDIAK A Commissioner for Oaths in and for Alberta mmission Expires Apr. 26, 2025
2.	lo	iall deliver the equipmo erta in good condition a			r Oatl
3.	Customer. The Customer	declares that the Compa s confirment whilst in the	my or Agent carrying	g their insurance will	ANNI oner fo or Albe pires /
4;		nt will be interpreted nee			CHELSEY SUZANNE LAN A Commissioner for Oaths in and for Alberta My Commission Expires Apr. 26,
		DBTAILS OF BQU	IPAIRNT		SE) A Cor ir
items of Bou 1998 CAT 6 S/N 1DL00	27F Scraper	Value of Equip. \$210,000,00	<i>Rontal Period</i> Monthly Weekly	Rental Rate \$26,500.00 \$7,500.00	CHEL My Cor
	0 hours (Current hours billed at \$125.0				
		SPECIAL CONDI	reement and in the c		
conflict bety	reen the provisions		and and most of the	General Collamons,	
conflict bety		evail.	ana ana ana an ma	General Collations,	
conflict bety the Special C 1, 2, 3, 4. The Supplier	reen the provisions conditions shall per Overdue paying Rate: Current hour in Customer responded the Customer to the first and the Customer by agree to the full	evail. ients:	every 200 itours accessors, executors, yearants herein conta	, administrators and place. The parties	

- (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, oller, 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 annintain 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

own expense, during the term of this cental pay the cost of:

Customer's

- (a) all fiel, all 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 neceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

### TERMS AND CONDITIONS

Shantrock 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.

- I. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessor, 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.
- 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 Lessec 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 if 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 selzed, distrained upon or otherwise being subject to logal 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. Not withstanding the termination of this Agreement as provided herein, the obligations of the Lesson 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 officied practice or may 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 warmally, 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, after 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 troken and worn parts and keep the equipment in good condition and working order, reasonable wear and teer only excepted.

- 6. The Lessee agrees to indomnify and save harmless the Lesser 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 Lesser 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 Lesser and the Lessee in the minimum amount of \$2,000,000,00 and the Lessee shall earry such added or extended insurance coverage as is usually carried by operators of shallar equipment. The Lessee shall farnish to the Lesser within seven days of the Lesser's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lesser against any and all claims, costs and expenses of any manner arising from the Lessee's use or possession of the aguipment. If the Lessee fulls to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rem the premiums of such policy or polices 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 Lessoe between the parties. The Lessoe agrees not to assign this lesso or any interest herein, or mortgage or hypothecate this lesse any interest therein, subtot the equipment, or make any afterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessoe or the Lessoe's employees, without the written content of the Lessor lirst 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 indomnify and save harmless the Lessor from any breach of this covernant.
- 8. If the Lessee becomes bankrupt, or falls to maintain and operate the equipment in accordance with the terms of this lesse or fails to return the equipment upon the demand of the Lesser or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lesse, the Lesser may terminate the lesse, retake possession of the equipment without liability of any kind, and recover all results due and full demages for any injury and all expanses becurred 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 reat paid and rent yot 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 tenthinates 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 oncumbrances.
- 10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the losse of equipment and no other agreements of my 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"

permeen;	Shamrock P. O. Box 5 Phone: 78 Phone: 78 Phone: 78 Phone: 77 Edmonton, Phone: 77 Edmonton, Phone: 77 and Customer have mutua The Supplier hereby r including the Conditle heading Details of Eq- location, for such gun The Supplier shall do	Alk Point in the Province of A Valley Enterprises Ltd. 105, Elk Point, Alberta Ti 105, Elk Point, Alberta Ti 107, 244-2177 Fax: 780-724- 114 Aler called "the Supplier" 115 Alb. Toff 5V7 10) 435-1887 115 Customer" 119 agreed as follows: 120 and 121 and	OA 1A0 -2280	Sworn b  of A Con  of this Agreement fied under the use at such erein stated, on board to	Affidavit o	A.D. 2024 the in and for liberta SUZANNE LANDIAN missioner for Oaths
3.	The Customer declare	es that the Company or Age:	it carrying their insura		in	and for Alberta
	covering the equipme	nt whilst in the Customer's	possession.		Commissi	and for Alberta ion Expires Apr. 26, 202
	4-4. f. A	t-1-1	La farma a Art	-0.436	My Commiss	
4.	i nis Agreement will	be interpreted according to 1	ne igner of the brovinc	a di Aideria.		40
	מ	ETAILS OF BOUIPME	VT.			
tems of Ea	ulparent	Value of Eauly.	Rental Period	Rental Ra	14	
014 CAT	336EL Hydraulic Excavator	\$250,000.00	Monthly	\$16,000.00	)	55
N CATO	336BEFJH01438		Weekly	\$ 4,500.00		
		(21)				:
	00 hours (Current hours— 84 ours billed at \$60.00/hour	131)				
ACITALIA II		SPECIAL CONDITION	g			
betw <del>ee</del> n the Conditions 1. 2,	provisions of the Special C shall prevail. Overdue payments: Rete:	part of this Agreement and conditions and those of the C				
3,	Current hour meter re					
4, Pha Cuadi		for oil changes every 200 h nselves, their successors, ex		tt		
hereby som	e to the full nectorolance of	the covenants herein contai	eculors, augumistrator ned. The norties baset	a nnu assigns, a hava executed		1
	ent on the day and date first	writton above.				
Suppliert_		Cust'e:			PPMA	
0 y		By			_	
(1)	date of legal delivery to a Equipment including the public carrier is used, ska the date upon which trans providing, however, that	General Conditions cover all time consumed in to public carrier for transit to to date of logal delivery by sucili include the date upon whith the Customer ends a when the Equipment moves at overlap that of the second.	he Customer, and upo h carrier to the Suppli ch the transit to the Ci t the Supplier's unlose from one Customer to	on return of the er, or if no istomer begins a ding point:	nd	÷ :
(2)	Calculation of Rental Cluc commencement of the rer mouth.	nges: (a) Hourly Remai Rai nial period up to but not incli	ies are computed from uding the same date in	the date of the next calend	Bť	
(3)		e under this Agreement shal onthly dates thoreafter runn				
(4)	understand the operation or cover up any numberic ensure that the equipment the Customer's own expeits appurtenances in good Without limiting the own expense, during (a) all fuel, oil and I (b) all repairs, and a	E. Repairs; The Customer de of the equipment. The Cust- ig, lettering or insignia displi- is not subjected to careless use maintain and ultimately repair and operating conditing generally of the foregoing, the team of this rental pay it ubricants required to operate oplacement parts including [1].	onier shall not remove syed upon the equipm or needlessly rough u- return to the Supplier ion. the Customer shall, at he cost of: a the equipment abor charges, required	, alter, distigure, crit, and shall sage, and shall at the equipment at the Customer's	t nnd	
th	verdus payments shall bear	for to keep it in good repair: interest as provided in the S stall not be a waiver of the	pecial Conditions of st			

### TERMS AND CONDITIONS

Shantrock 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.

- i. The results 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 result 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 result 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 Lessoe. 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 if 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 extan-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. Not withstanding 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 Lassee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or sely upon the equipment without such inspection. The Lessee will not use, operate, malatain, or store the equipment leased improperly, carelessly or in violation of this agreement, good olifield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shannock Valley Enterprises Ltd. nor use or operate the equipment there than in the manner and for the use contemplated by Shannock Valley Enterprises Ltd. The Lessor makes no warranty, whosoever, whether express, implied by law, or otherwise, as to the quality of three equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, after 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.
- G. The Lessee agrees to indemnify and save harmless the Lesser 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 units of Lesser 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 Lesser 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 Lesser within soven days of the Lesser's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lesser 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 falls to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or polices 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 haroin, 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 signations not existing in fluture 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 covening.
- 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 involved for the same, or violates any other provision of the lease, the Lessor may terminate the lease, relake 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.