

This Equipment Rental Agreement ("Agreement") is by and between **EECOL ELECTRIC CORPORATION** (the "EECOL") with offices located at 63 Sunpark Dr SE, Calgary, AB T2X 3V4 Canada, and Customer as identified by the name and signature on this contract with offices located at the address indicated on this contract (the "Company" and together with EECOL, the "Parties," and each, a "Party"), in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which EECOL and Company acknowledge, hereby enter into the Agreement.

1. EQUIPMENT & SHIPPING. EECOL hereby rents to Company, and Company hereby rents from EECOL, those products and goods identified in Exhibit A, attached hereto and incorporated by reference (collectively, the "Equipment"). Company shall be responsible for all transportation costs and expenses associated with the Equipment to, and from, the Company's premises/jobsite, unless otherwise agreed to by the Parties in writing.

2. TERM. The initial term of the Agreement commences on the Effective Date and shall expire on the rental end date indicated on this contract thereafter ("Term"). The Term may be extended upon the mutual written agreement of the Parties. EECOL may terminate the Agreement upon thirty (30) days' notice to Company.

3. RENT. DEPOSIT. The monthly rent for the Equipment shall be paid in advance in monthly installments of rental fee indicated on this contract each month ("Rent"), which is exclusive of freight and taxes, which will be invoiced separately. Company agrees to make timely payment for Rent, which is due 30 days from EECOL'S monthly invoice, without any set-off, offset, abatement, or deduction whatsoever in Canadian dollars. At the time of booking a rental reservation, a deposit in the amount of twenty percent (20%) of the total Rent for the Term shall be immediately payable to EECOL (the "Deposit"). If the Company proceeds with the full rental Term, the Deposit will be applied to the Rent. If the Company cancels the rental reservation at least twenty-four (24) hours prior to the commencement of the rental date and time noted in the booking, the Deposit will be refunded. If the Company cancels the rental reservation less than twenty-four (24) hours prior to the commencement of the rental date and time noted in the booking, the Deposit will be forfeited to EECOL.

4. COMPANY RESPONSIBILITIES. Company shall use the Equipment in a careful and proper manner consistent with its intended purpose and shall comply with and conform to EECOL'S instructions regarding the use, assembly, storage and repackaging of the Equipment, as well as all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. Furthermore, Company shall not, and will instruct Company's personnel to not, remove the Equipment from the Company's address specified on the Purchase Order without prior written approval of EECOL.

Company shall, at its risk and expense, upon the expiration of the Term (a) deinstall, inspect, and properly pack the Equipment; and (b) return the Equipment, freight prepaid, to EECOL'S facility set out on in its written instructions. Company shall be responsible to ensure all Equipment returned (a) free and clear of all liens (other than liens of EECOL) and rights of third parties; and (b) in the same condition as when delivered to Company, ordinary wear and tear excepted. If the Equipment is returned damaged or not otherwise in accordance with the Agreement, or EECOL'S written instructions, then Lesse will be responsible for the replacement cost of Equipment or portion thereof.

5. INSURANCE. During the Term, Company shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance in a sum no less than the replacement cost of the Equipment with financially sound and reputable insurers. Upon EECOL'S request, Company shall provide EECOL with a certificate of insurance from Lesse's insurer evidencing the insurance coverage specified in the Agreement.

6. INDEMNITY. Company shall indemnify EECOL and its employees, agents, and representatives against, and hold EECOL harmless from, any and all claims, actions, suits, proceedings, direct costs, expenses, actual damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Company's use of the Equipment.

7. NO WARRANTIES. EECOL does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the Equipment. EECOL makes no express or implied warranties and leases the Equipment "as is" and "with all faults." Should the Equipment fail to perform as intended, Company may request, and EECOL shall replace, the Equipment at EECOL's sole cost and expense.

8. TITLE AND RISK OF LOSS. The Equipment is, and shall always remain, the sole and exclusive property of EECOL; and Company shall have no right, title or interest except as expressly set forth in the Agreement. Company shall not pledge or encumber the Equipment in any way. Company shall bear all risk of loss, damage, destruction, theft, and condemnation of the Equipment from any cause whatsoever from delivery to a common carrier for transport to Lesse until the Equipment has been returned to EECOL pursuant to the Agreement.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, EXCEPT FOR CLAIMS UNDER SECTION 6, IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR PUNITIVE DAMAGES, NOR FOR LOST REVENUES, SALES OR PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION; AND (B) EECOL'S AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF LEGAL THEORY, EXCEED THREE (3) MONTHS' RENT PAYMENTS.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the Province of Alberta and, where applicable, the federal laws of Canada, without regard to principles of conflicts of law, and shall not be governed by the U.N. Convention on the International Sale of Goods. The parties hereby consent to (i) the exclusive jurisdiction and venue of the provincial or federal courts located in Toronto, Ontario and shall not contest or challenge the personal jurisdiction or venue of such courts, and (ii) extra-territorial service of process.

11. ENTIRE AGREEMENT. The Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties have executed the Agreement which shall be deemed to be in effect as of the date it is signed by EECOL ("Effective Date").