

AMGAS RENTAL AGREEMENT TERMS & CONDITIONS

All capitalized terms not defined herein shall have the meanings set forth in the Work Order.

1. RENTAL AGREEMENT

Lessee leases from either AM-GAS Services Inc. or AMGAS Services (U.S.) Inc., (hereinafter collectively known as ("**AMGAS**")) and AMGAS leases to Lessee the Equipment described in the Work Order (hereinafter referred to as the "**Equipment**") the terms and conditions set forth in this Rental Agreement ("**Agreement**") and schedules which may be attached and form a part hereof. The term "Equipment" as used herein shall refer collectively to the items described in a Work Order or any replacements or substitutions therefore. AMGAS will not be obliged to provide Equipment until it has countersigned the Work Order. AMGAS and Lessee may be referred to herein as a "Party" or collectively, as "Parties".

2. PRIMACY

Should any of these Terms and Conditions conflict with any provisions of a Lessee's Purchase Order, Service Order, Call Off Notice or any other form of commitment (hereinafter as "**Work Order**"), these AMGAS Terms and Conditions shall always prevail, except to the extent that the provisions in a Work Order expressly states that it supersedes or amends the Terms and Conditions.

3. TITLE

3.1 Lessee acknowledges that ownership and title to the Equipment shall remain vested in AMGAS. Lessee covenants and agrees not to do nor permit to be done any act prejudicial to such ownership and title. Without limiting the generality of the foregoing, Lessee shall not do nor permit to be done any act to encumber, convert, pledge, assign, re-hire, under-let or lease, lend, conceal, abandon, give up possession, damage or destroy the Equipment or any part thereof. Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with the fulfillment of the terms and conditions of this Rental Agreement, the right to maintain possession and use of the Equipment for the lease term. Such right to possession and use shall be exercised only by Lessee and/or competent employees of Lessee. AMGAS may require plates or markings to be affixed to or to be placed on the Equipment indicating AMGAS is the owner. AMGAS and Lessee confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though the Equipment may become attached or affixed to realty and regardless of the manner in which it may become affixed or attached. Lessee shall be responsible for any damages done to any real estate, immovable property, building or structure by removal of the Equipment, whether the removal be effected by Lessee, AMGAS or any third party, and shall indemnify and save harmless AMGAS from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities whatsoever arising out of, connected with or resulting from removal of the Equipment in accordance with the terms of this Rental Agreement.

3.2 Title and custody to chemicals will be transferred to Lessee upon delivery and acceptance by the Lessee. Transfer of chemicals to the Lessee does not release the Lessee of its obligations to fully compensate AMGAS as per the rates established in the Work Order, together with any other amounts that may be owing in respect of the Chemicals as a result of changes or otherwise.

4. RENTAL FEES AND PAYMENTS

4.1 Lessee agrees to pay AMGAS all rental fees and charges (the "**Rental Fees**") for the Equipment set forth in the applicable Work Order for the Equipment and any schedule thereto. Furthermore:

- a) All Rental Fees are due and payable within thirty (30) days after receipt of invoice from AMGAS. All amounts owed hereunder not paid when due will bear interest from the date such amount becomes due at the rate of 2% per month.;
- b) All expenses associated with telegraphic transfer (wire transfer) charged by Lessee forwarding bank shall be borne by the Lessee, but those charged by AMGAS' bank and others through banks shall be borne by AMGAS; and
- c) *Applicable to Alberta based Work Orders only* - The Parties, and its subsidiaries and affiliates agree to comply with Alberta's Bill 57 Amendment A1 "Prompt Payment and Construction Lien Act (the "PPCLA")" including but not limited to prompt payment terms, and dispute resolution regulations.

4.2 Lessee shall be responsible for and shall indemnify AMGAS from and against any and all taxes assessed, by any authority having jurisdiction, in connections with this Rental Agreement and the lease or use of the Equipment hereunder, including all penalties for failure to timely withhold such taxes and any related interest accruals. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances created by Lessee and its Affiliates and shall pay all charges and taxes, and license fees (municipal, provincial, state, and federal) which may now or hereafter be imposed upon the leasing, renting, possession or use of the Equipment.

4.3 Rates / Cancellation / Mobilization Delay / Rate Volatility:

- a) Rates - During the Term of this Agreement, the rates set out in AMGAS Annual Price Book or Rate Sheets or Work Orders, and any subsequent Amendment to this Agreement shall be subject to an annual rate review thirty days prior to the Anniversary Date for each contract year during the Term of this Agreement.
- b) Should the Lessee cancel or delay a call off after booking Equipment of a fully executed Purchase Order, Service Order, Call Off Notice or any other form of commitment issued by the Lessee to AMGAS, within 30 days of the expected performance of work, the following shall occur:
 - i. Pursuant to 4.3 b), the Lessee will fully compensate AMGAS the number of days reflected, and the full rental rate as described in any given form of commitment whether the equipment was mobilized, or not; and
 - ii. Should the Equipment be mobilized and Pursuant to 4.3 b) i., the Lessee delays start up operations at no fault of AMGAS, the Lessee will fully compensate AMGAS while the Equipment is on standby at full rates as described in any given form of commitment.
- c) **Rate Volatility – PURSUANT TO SECTION 4 a), IF DURING THE PERFORMANCE OF THIS AGREEMENT THE RATES SET OUT IN THE ESTABLISHED AMGAS ANNUAL PRICE BOOK OR RATE SHEETS INCLUDING BUT NOT LIMITED TO SERVICES ORDER, PURCHASE ORDERS SIGNIFICANTLY INCREASES OR ANY OTHER FORM OF COMMITMENT, THROUGH NO FAULT OF CONTRACTOR, THE PRICE OF SHALL BE EQUITABLY ADJUSTED BY AN AMOUNT REASONABLY NECESSARY TO COVER ANY SUCH SIGNIFICANT PRICE INCREASES. AS USED HEREIN, A SIGNIFICANT PRICE INCREASE SHALL MEAN ANY INCREASE IN PRICE EXCEEDING FIVE PERCENT (5%) EXPERIENCED BY AMGAS FROM THE DATE OF THE CONTRACT SIGNING. SUCH PRICE INCREASES SHALL BE DOCUMENTED THROUGH, AMENDMENTS, ADDENDUMS, PURCHASE ORDER, SERVICE ORDER REVISIONS, OR MANAGEMENT OF CHANGE.**

5. NO SET-OFF

In all cases, the amounts due under this Rental Agreement will be paid by Lessee in full, without any withholding, set-off, counterclaim or deduction.

6. DELIVERY AND ACCEPTANCE

All freight or other transportation charges incurred in moving the Equipment to and from the Delivery Location shall be at Lessee's cost. AMGAS and Lessee shall jointly inspect the Equipment upon delivery to Lessee and from Delivery Location and mutually confirm the state and condition thereof.

7. LESSEE RESPONSIBILITY

- 7.1 Lessee, at its own cost and expense, shall be responsible for the normal needs required for the Equipment in its daily operation, including and limited to the following:
- a) keeping the Equipment properly serviced and in good repair and working order;
 - b) complying with all laws relating to use of the Equipment;
 - c) complying with AMGAS' instructions in relation to use, maintenance and repair of the Equipment, including but not limited to, the relevant operating manual(s);

- (d) ensuring that all of Lessee's Equipment users comply with instructions in relation to use, maintenance and repair of the Equipment, including but not limited to, the relevant operating manual(s); and
- (e) only using the Equipment for Lessee's general business operations and only for the purpose for which the Equipment is designed and intended.

8. AMGAS CHEMICALS

- 8.1 Lessee will cause each item of Equipment to be maintained in conformance with all operating manuals which includes, without limitation the use of AMGAS provided chemicals only for the operation of the Equipment.
- 8.2 LESSEE SHALL, AT ITS SOLE COST AND RISK, BE RESPONSIBLE FOR AND PROVIDE TRANSPORTATION, STORAGE, DISPOSAL OF SPENT MEDIA IN ASSOCIATION WITH H2S REMOVAL OR RELATED SERVICES, OR ANY MATERIALS OR PRODUCTS (COLLECTIVELY "WASTE" OR "LESSEE WASTE" OR "LESSEE'S WASTE") RESULTING FROM SERVICES PROVIDED AT EACH WORK SITE INCLUDING THOSE MATERIALS AND PRODUCTS DEEMED TO BE WASTE BY ANY MUNICIPAL, COUNTY, PROVINCIAL, STATE, TERRITORIAL OR FEDERAL REGULATION, ORDER OR STATUTE.
- 8.3 Pursuant to Section 3.2 and 8.2, in the event AMGAS agrees to facilitate disposal of the Lessee's waste, AMGAS shall take diligent steps to protect the environment, which includes proper management and disposal of Lessee's waste generated in the course of supplying the products and/or performing the services outlined in the Work Order, in accordance with applicable laws and regulations and best industry practices.
- 8.4 **PURSUANT TO SECTION 3.2 AND 8.3, LESSEE SHALL RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND AMGAS, ITS PARTNERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, SERVANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST (I) ALL COSTS, DAMAGES AND LOSSES AND (II) ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY NATURE (INCLUDING WITHOUT LIMITATION, CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHERWISE) BROUGHT BY ANY PERSON OR THE ESTATE OF ANY PERSON, INCLUDING WITHOUT LIMITATION, BY EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES OF GRANTOR OR GRANTEE, OR THE SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES OF ANY OF THE FOREGOING, AND ANY AGENCY, BRANCH, OR REPRESENTATIVE OF FEDERAL, EITHER STATE OR PROVINCIAL, OR LOCAL GOVERNMENT (AND IN THE CASE OF BOTH (I) AND (II) INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION AND COURT COSTS INCURRED IN THE ENFORCEMENT OF THIS PROVISION AND IN THE DEFENSE OF ALL SUCH CLAIMS, DEMANDS, AND CAUSES OF ACTION), TO THE EXTENT DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, CAUSED BY, CONNECTED WITH, OR RELATED TO, IN WHOLE OR IN PART, (I) ANY NEGLIGENT ACTS, INTENTIONAL ACTS OR OMISSIONS OF LESSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, LICENSEES, OR INVITEES IN, ON, OR ABOUT THE LESSEE'S WASTE, (II) ANY ACTUAL BREACH BY LESSEE OF ANY COVENANT, MISINFORMATION, REPRESENTATION, TERM, PROVISION, OR CONDITION OF THIS AGREEMENT; (III) LESSEE'S FAILURE TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR PROVINCIAL OR STATE/COUNTY LAWS, INCLUDING ENVIRONMENTAL LAWS.**

9. DAMAGE

It is agreed and understood that if any item of Equipment or any part, component or any specialized equipment attachment thereto fails or is damaged as a result of overloading or abusive or other improper Equipment usage,

Lessee shall be responsible for costs and expenses incurred by AMGAS in connection with repairing the Equipment so damaged and if required the rental costs of replacement equipment while repairs are being made.

10. APPLICATION

- 10.1 Lessee shall use each item of Equipment in a careful and proper manner and shall comply with applicable AMGAS operations manual(s) and conform to all Federal, Provincial, Municipal and other laws, ordinance, and regulations in any way relating to the use of the Equipment. If at any time during the term hereof AMGAS supplies Lessee with labels, plates or other markings stating that the Equipment is owned by AMGAS, Lessee shall affix and keep the same affixed on a prominent place on each item of Equipment. If the Equipment is delivered with such a label, or plate or other marking affixed to it Lessee shall ensure that such label, plate or other marking is not removed from the Equipment.

- 10.2 Lessee shall ensure that the Equipment is at all times operated by capable and licensed operators in accordance with applicable laws.

11. LOCATION OF EQUIPMENT

- 11.1 The Equipment shall be located at the place of business of Lessee as specified herein and shall not be removed therefrom without the prior written consent of AMGAS, such consent not to be unreasonably withheld.

12. INSPECTION BY AMGAS: NECESSARY REPAIRS, OPERATION AND/OR MAINTENANCE

AMGAS shall have the right, at all reasonable times, to enter the Location and inspect and observe the operation and maintenance of the Equipment, and Lessee shall cooperate with AMGAS in such inspection, including by providing entry to the location of the Equipment during reasonable business hours. If AMGAS, in its reasonable discretion, at any time determines that Lessee is not complying with its obligation to safely operate and maintain the Equipment in good working order and condition, AMGAS shall notify Lessee, in writing, of the noncompliance. Notwithstanding any other provision in this Agreement, if Lessee fails to remedy the noncompliance within ten days, then AMGAS may perform (or cause a subcontractor to perform) any and all repairs, operations or maintenance that AMGAS deems reasonably necessary, and Lessee shall be obligated to reimburse AMGAS for such repairs, operations, or maintenance at AMGAS' then-effective rates. Lessee covenants and agrees not to make any alterations, modifications, or improvements to any of the Equipment.

13. NO REPRESENTATIONS OR WARRANTIES

AMGAS LEASES AND LESSEE ACCEPTS THE EQUIPMENT "AS IS". LESSEE ACKNOWLEDGES AND AGREES THAT AMGAS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT, THE CONDITION, DESIGN, DURABILITY, SUITABILITY OR FITNESS FOR THE USE INTENDED BY LESSEE OR AS TO ANY OTHER MATTER OR THING WHATSOEVER, AND ALL WARRANTIES AND CONDITIONS WHETHER STATUTORY OR IMPLIED ARE TO THE EXTENT PERMITTED BY LAW EXCLUDED. AMGAS SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE OR ON ACCOUNT OF ANY MANUFACTURER'S OR OTHER DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY EQUIPMENT. AMGAS SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR THE USE, OWNERSHIP OR MAINTENANCE THEREOF, OR FOR ANY LOSS OF BUSINESS OR OTHER DAMAGES WHATSOEVER AND HOWSOEVER CAUSED, AND LESSEE WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST AMGAS, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OF AMGAS. LESSEE ACKNOWLEDGES THAT LESSEE ACCEPTS THE EQUIPMENT BASED UPON ITS OWN JUDGEMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY AMGAS OR ITS AGENTS.

14. LOSS AND DAMAGE

- 14.1 Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever while said Equipment is in the care and control of Lessee. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Rental Agreement which shall continue in full force and effect; provided, however, that such loss or damage occurs while said Equipment is in the care and under the control of Lessee. In the event that an item of Equipment is totally destroyed, stolen or otherwise unavailable to or useable by Lessee for the balance of the rental term for any reason whatsoever, Lessee shall provide notice thereof to AMGAS. Monthly billing and obligations to pay all amounts hereunder for any one or more items of Equipment so destroyed, stolen or otherwise unavailable to or useable by Lessee shall terminate on AMGAS' receipt of the replacement purchase price of the Equipment calculated as of the effective date of this Rental Agreement. Meaning, Lessee shall promptly

pay to AMGAS the full replacement value of such Equipment, and upon such payment, the lease Term shall terminate as to the Equipment in question. Until such time as Lessee pays AMGAS the full replacement value of such Equipment, this Agreement, including but not limited to Lessee's obligation to pay monthly Rental, shall continue.

15. INSURANCE

15.1 The Lessee shall, at its own cost and expense, maintain the following insurance: (a) Commercial General Liability Insurance with limits of not less than \$5,000,000; and, (b) All Risks of direct physical loss or damage for the equipment on a full replacement cost basis; and, (c) any other insurance required to indemnify AMGAS against any loss to or damage to the Equipment. The above policies shall name AMGAS as "additional insured" and "loss payee" and shall be kept in full force and effect throughout the term of this agreement including while in transit. The above policies shall be endorsed to provide AMGAS with thirty (30) days advance written notice of cancellation. AMGAS reserves the right to demand proof of insurance in a form and amount acceptable to AMGAS, failing which AMGAS may refuse to deliver the Equipment to the Lessee or may remove the Equipment from the possession of the Lessee.

15.2 worker's compensation coverage as required by statute and employer's liability coverage in an amount not less than \$1,000,000.

16. WAIVER AND INDEMNITY

16.1 Lessee shall make no claim or demand against AMGAS or any of its directors, officers or employees for any injury, including injury resulting in death, loss or damage to property suffered or sustained by Lessee or its directors, officers or employees or by any other person or corporation which is based upon, arises out of or is connected with this Rental Agreement or anything done or maintained under this Rental Agreement and waives as against AMGAS and its employees all such claims or demands.

16.2 Lessee hereby indemnifies AMGAS against all losses, damages, claims, suits, taxes, liens, liability and expense including legal fees arising out of the possession, use and operation of the Equipment including, but not limited to, damages for personal injury or death or otherwise to the extent arising from the negligent acts or omissions of Lessee, its employees, agents or subcontractors. Such indemnity shall not be affected by any termination of this Rental Agreement.

17. SUBSTITUTE EQUIPMENT

If any item of Equipment will be out of service for a period exceeding forty-eight (48) hours, AMGAS if required, will substitute equal equipment, at no additional charge, until the rental equipment is returned to operating condition. AMGAS shall not be required to provide specialized attachments or accessories, or to make special alterations to the substitute equipment. All substitute equipment shall while in service of Lessee, be subject to the terms and conditions provided in this Rental Agreement. In the event that any item of Equipment is out of service due to abuse or neglect by Lessee, Lessee is responsible for all additional rental and shipping costs related to any substituted equipment. In the event that Lessee requests upgraded substitute equipment, AMGAS may levy a fee to account for the difference in price.

18. RETURN

18.1 AMGAS agrees to pickup the Equipment at the end of the Initial Term or upon termination of this Rental Agreement.

18.2 Each item of Equipment returned to AMGAS shall be in good working order and in the same condition as when delivered to Lessee, suitable for re-use and free from charges and liens. AMGAS shall have the right to return to Lessee, at Lessee's expense, any material or items removed from any item of Equipment.

18.3 Lessee agrees and acknowledges that it may be required to pay AMGAS an Equipment cleaning fee.

19. EVENT OF DEFAULT:

19.1 "Event of Default" shall mean the occurrence or happening of any one or more of the following events:

- (a) Lessee fails to make any rental payment or pay any other sum when due;
- (b) Lessee fails to perform or observe any covenant, condition or obligation to be performed or observed by it hereunder and such failure continues unremedied for a period of ten (10) days after written notice by AMGAS;

(c) any representation or warranty made by Lessee, or any report, notice or other writing furnished by Lessee to AMGAS in connection therewith, being untrue in any material respect;

(d) Lessee suspending business;

(e) if all or any part of the Equipment is, or may be in imminent danger of being confiscated, sequestered, or seized under process of law;

(f) any act by Lessee reducing the value or usefulness of the Equipment including failure to maintain or repair the Equipment as required, including without limitation, use of AMGAS chemicals in all Equipment;

(g) the subjection of the Equipment to any lien, levy, charge or encumbrance;

(h) Lessee making a sale in bulk of its assets, or becoming insolvent or bankrupt or unable to pay its debts as they fall due. Or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding being instituted by or against Lessee and, if instituted against Lessee and defended by Lessee, remaining undismissed for thirty (30) days;

(i) the private or court appointment of a receiver or receiver and manager, or officer with similar powers over any part of Lessee's property;

(j) if any insurance placed or maintained pursuant to the terms of this Rental Agreement shall lapse or be cancelled and shall not be replaced by another policy within ten (10) days after notice from AMGAS to Lessee;

(k) Lessee parting with the Equipment;

(l) Lessee failing to return all of the Equipment to AMGAS at the end of rental term in the state of repair, condition and working order required by herein; and

(m) if an order shall be made or an effective resolution is passed for the winding up or liquidation of Lessee.

20. AMGAS RIGHTS AFTER DEFAULT

20.1 Upon the happening of an Event of Default or in response to any repudiation, whether deemed or otherwise, AMGAS may at its sole option:

(a) proceed by appropriate court action or actions to enforce performance by Lessee of the applicable covenants and terms of this Rental Agreement or to recover damages for the breach of such covenants and terms hereof; and/or

(b) by notice in writing to Lessee, terminate this Rental Agreement, whereupon all rights and interest of Lessee to, or in the use of, the Equipment shall absolutely cease and determine as though this Rental Agreement had never been made. Lessee shall deliver the Equipment to the location designated by AMGAS or, without relieving Lessee of such obligation, the AMGAS may, directly or by its agents, enter upon the premises of Lessee or other premises where the Equipment may be or be supposed to be and take possession thereof and henceforth hold, possess and enjoy the same free from any right of Lessee or its successors or assigns, including any receiver, trustee in bankruptcy or creditor of Lessee to hold or use the Equipment for any purpose whatsoever, but AMGAS shall nevertheless have the right to retain all prior rental payments and any security deposit made hereunder, and to recover from Lessee any and all amounts including Rental Fees which, under the terms of this Rental Agreement, may then be due and be unpaid thereunder as compensation for the use of the Equipment.

(c) **LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 19.1, EVENT OF DEFAULT, AMGAS HAS THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS. BUYER HEREBY WAIVES THE RIGHT, IF ANY, TO REQUIRE AMGAS TO GIVE LESSEE WRITTEN NOTICE PRIOR TO EXERCISING SUCH RIGHT OF REPOSSESSION. FURTHERMORE, LESSEE WILL WAIVE ANY ACCESS RESTRICTIONS AND PROVIDE**

ACCESS TO AMGAS TO ITS PROPERTY(IES) TO REMOVE ANY AND ALL EQUIPMENT UNDER THIS AGREEMENT.

21. CONFIDENTIAL INFORMATION

By virtue of this Rental Agreement, a party hereto may have access to information of the other party that is confidential to such other party ("**Confidential Information**"), which Confidential Information, includes the terms of and pricing under this Rental Agreement, and technical and other specifications of the Equipment, the operating manual(s), the intellectual property of AMGAS (including intellectual property of AMGAS embodied in the Equipment), and all information provided in connection with this Rental Agreement that is clearly identified as confidential or that may reasonably be regarded as such. Confidential Information shall not include information that: (i) was in the in the receiving party's lawful possession prior to the disclosure by the disclosing party and had not been obtained by such receiving party either directly or indirectly from the disclosing party; or (ii) is independently developed by the receiving party.

Lessee agrees that, unless required by a court of competent jurisdiction, it shall not disclose or otherwise make available any Confidential Information in any form to any third party at any time. Lessee agrees that it will not use any Confidential Information of AMGAS for any purpose other than in connection with its operation, use and maintenance of the Equipment. Lessee agrees to take all reasonable steps to ensure that no Confidential Information of AMGAS is disclosed, distributed, made available to any third party or used by its employees, representatives or agents in violation of the terms of this Agreement.

22. REMEDIES CUMULATIVE

All rights and remedies provided are cumulative and are not intended to be exclusive and in addition to any other right or remedy previously referred to or otherwise available to AMGAS in law or in equity, and any one or more of AMGAS' rights and remedies may from time to time be exercised independently or in combination and without prejudice to any other right or remedy AMGAS may have exercised. Lessee also expressly agrees that the remedies contained in this lease are commercially reasonable in the circumstances.

23. ASSIGNMENT

This Rental Agreement is personal to Lessee and may not under any circumstances be transferred or assigned by Lessee without the prior written consent of the AMGAS, such consent not to be unreasonably withheld. Additionally, Lessee shall not transfer, deliver up possession of, or sublet the Equipment without prior written approval from AMGAS. AMGAS may at any time assign all or part of its interest in the Equipment or otherwise dispose, either in whole or in part, of the AMGAS' right hereunder. Lessee hereby accepts such assignments and waives signification of the act of assignment and the delivery of a copy thereof.

24. FORCE MAJEURE

Neither party hereunder shall be liable for any failure of performance which is attributed to a cause beyond its reasonable control, including, but not limited to, civil unrest, war, riots, acts of terrorism, hurricanes, floods, fire, acts of God, or other natural disasters that could not have been reasonably foreseen or which could not have been reasonably prevented ("**Force Majeure**"). Upon the happening of an event of Force Majeure, the party so affected shall give written notice to the other party and shall take all reasonable steps to minimize both the effects and duration of such event.

25. LAWFUL USE

Lessee covenants that it will not use the Equipment for any unlawful, improper or unintended purpose, and will not allow the Equipment to be exported or re-exported to destinations subject to any Canadian and/or United States embargoes or trade sanctions.

26. NOTICE

26.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if delivered personally, by fax,

by prepaid courier service or by certified or prepaid registered mail, addressed as follows (or to such other address provided by one party to the other party):

Lessee: As set out in the Work Order
AMGAS: 261064 Wagon Wheel Cres.
Rocky View, AB Canada T4A 0E2
Fax: 403-984-9838

26.2 Any such notice shall be deemed to be received:

- (a) on the date of delivery, if delivered by hand;
- (b) one (1) business day after delivery, if delivered by courier;
- (c) one (1) business day following receipt of an appropriate electronic confirmation, if sent by fax; and
- (d) five (5) business days following the date of mailing, if mailed.

27. WAIVER

No covenant or condition of the lease can be waived except by the written consent of the AMGAS, and the forbearance or indulgence by AMGAS in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply.

28. RELATIONSHIP BETWEEN THE PARTIES

There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Rental Agreement. This Rental Agreement is non-exclusive.

29. PROVISIONS SEVERABLE

If any provision contained herein is determined to be void or unenforceable for any reason, in whole or in part, it will not be deemed to affect or impair the validity of any other provision contained herein and the remaining provisions will remain in full force and effect to the fullest extent permissible by law.

30. TIME OF THE ESSENCE

Time shall be of the essence of this Rental Agreement.

31. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed in and interpreted in accordance with the laws when Work Orders entered into apply to a jurisdiction for:

- 31.1 the Province of Alberta (excluding any conflict of laws rules providing otherwise), and each of the parties submits to the exclusive jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement hereof. The United Nations Convention on Agreements for the International Sale of Goods shall not apply to this Agreement;
- 31.2 the state of State of Delaware (excluding any conflict of laws rules providing otherwise), and each of the parties submits to the exclusive jurisdiction of the courts of the State of Delaware for the interpretation and enforcement hereof. The United Nations Convention on Agreements for the International Sale of Goods shall not apply to this Agreement; and
- 31.3 all other countries for Orders entered into outside of Canada or the United States excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

32. BINDING ON SUCCESSORS AND ASSIGNS

This Rental Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

33. ENTIRE AGREEMENT

This Rental Agreement, together with any schedules, amendments or additions which are accepted in writing by the parties, constitute the entire agreement between AMGAS and Lessee with respect to the subject matter hereof.

34. LANGUAGE

The parties have requested that this agreement be drawn up in the English language. Les parties ont exigé que la présente convention soit rédigée dans la langue anglaise.

35. COUNTERPARTS

This Rental Agreement may be executed in separate counterparts, in which case the executed counterparts will together constitute one instrument and

have the same force and effect as if both parties had executed the same instrument.

Terms and Conditions agreed to by:

(Authorized Lessee Signature)

(Print Name & Position)

Date: _____