

WILLIAM F. WHITE INTERNATIONAL INC.

TERMS AND CONDITIONS
EQUIPMENT LEASE
SCHEDULE "A"

THIS LEASE AGREEMENT WITNESSES THAT in consideration of the covenants herein contained lessor and lessee agree as follows:

1. Lease and Term
 - 1.1 William F. White International Inc. ("White") hereby agrees to provide and Customer hereby agrees to rent from White the Equipment and the Vehicles (collectively, the "Leased Property") for the term as specified on the front page of this Agreement (the "Term").
 - 1.2 If the Customer remains in possession of the Leased Property after the Return Date, all the terms, conditions and provisions of this Agreement shall apply until the Leased Property has been returned to White or White has, by express agreement in writing, relieved the Customer from its obligations hereunder. Nothing in this paragraph 1.2 shall have, or be deemed to have the effect of extending or renewing the term hereof.
2. Rental
 - 2.1 Throughout the Term hereof the Customer shall pay to White Lease Payments ("Rent") as set out in the most recent catalogue of White's for the Equipment Rental and the Vehicle Rental.
 - 2.2 Rental payment are payable at White's address shown herein or at such other address as White may from time to time designate in writing. The Customer agrees that its obligation to pay all Rent and any other amounts owing shall be absolute and unconditional under all circumstances. The Customer agrees to pay all Rent regardless of any claim in the nature of set off or compensation which may be made by the Customer. The Customer shall not be entitled to any abatement or reduction of Rent including, but not limited to, the abatements or reduction due to any present or future claims of the Customer against White or any assignee, under this Agreement or otherwise or against the manufacturer of the Leased Property.
3. Place of Use
 - 3.1 The Leased Property must be kept and used at the place specified on the front page of this Agreement and must be used for the purpose set forth on the front page of this Agreement. The Customer will not move the Leased Property from that address without the express written consent of White. The Customer agrees that the Leased Property will not be taken from the ground in an aeroplane or any machine used for air travel without prior written consent of White. The Leased Property shall at all times remain under the immediate control, supervision and direction of the Customer.
4. Use
 - 4.1 The Customer shall operate, use and preserve the Leased Property in the manner specified by the manufacturers of the Leased Property in accordance with all applicable law.
 - 4.2 The Leased Property must not be used for any illegal, improper or immoral purposes, nor in any place or manner such as to cause the suspension, cancellation, impairment or nullity of any insurance or warranty placed on or in respect of the Leased Property.
 - 4.3 The Customer agrees not to remove or cover the tag or nameplate on the Leased Property showing ownership of White.
5. Warranties
 - 5.1 THE CUSTOMER ACKNOWLEDGES THAT WHITE IS NOT A MANUFACTURER OF THE LEASED PROPERTY, WHITE MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE LEASED PROPERTY PROVIDED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OR CONDITIONS OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
 - 5.2 This Section 5 shall survive the termination of this Agreement.
 - 5.3 The Customer covenants and agrees to pay to White, on demand, all out of pocket costs incurred by White as a result of the use of the Vehicle by the Customer, including, without limitation, all towing and repair charges.
 - 5.4 The Customer covenants and agrees to pay to White, on demand, all incidental damages suffered by White as a result of the use of the Vehicle by the Customer, including, without limitation, damages for loss of use and/or loss of profit.
6. Limitation of Liability
 - 6.1 THE CUSTOMER AGREES THAT THE LIABILITY OF WHITE, IF ANY, ARISING OUT OF THIS AGREEMENT, IS LIMITED TO MONEY DAMAGES NOT TO EXCEED THE TOTAL OF PRIOR PAYMENTS MADE UNDER THIS AGREEMENT OR, AT WHITE'S DISCRETION, TO REPLACEMENT OF THE LEASED PROPERTY OR EQUITABLE ADJUSTMENT OF THE RENTAL PAYMENTS. WHITE WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES OF ANY NATURE OR KIND WHATSOEVER.
 - 6.2 This Section 6 shall survive the termination of this Agreement.
7. Repair and Risk of Loss
 - 7.1 The Leased Property is at all times in every respect at the risk of the Customer.
 - 7.2 The Customer must at its own expense keep the Leased Property in good repair. Without limiting the generality of the foregoing, the Customer must, in the event of loss, disappearance or theft of, the Leased Property, replace the Leased Property with similar Equipment of equal value and if requested by White, the Customer must execute and deliver to White a valid and effective conveyance and sale thereof.
 - 7.3 If replacement as provided for in paragraph 7.2 is impossible or if not made within forty-five (45) days of such loss, disappearance or theft, the Customer must pay to White, within sixty (60) days of such loss, disappearance or theft, a sum equal to the replacement cost of the Leased Property, as determined by White.
 - 7.4 The Customer further agrees to compensate White for any time lost as a result of replacement or the need for making repairs on the Leased Property.
8. Inspection
 - 8.1 White or its agents may at any time, at reasonable hours, inspect the Leased Property. The Customer will allow White to enter the premises where the leased Property is located.
9. Liens and taxes
 - 9.1 The Customer must keep the Leased Property free of liens, charges, and encumbrances of every nature and kind whatsoever and must pay all fees, taxes, or other which may be levied or assessed, directly or indirectly, on, against, or on account of, this agreement, rental payments, the Leased Property or the ownership thereof by White or possession or use thereof by the Customer.
10. Assignment and subletting
 - 10.1 The Customer may not, without obtaining the prior written consent of White (which consent may be arbitrarily withheld by White), assign, transfer, pledge or hypothecate this agreement or any interest herein or in the Leased Property or any part thereof, or sublet the Leased Property or permit the use thereof by any person other than the Customer or employees of the Customer.
11. Indemnification
 - 11.1 THE CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS WHITE FROM AND AGAINST ALL LOSS, COSTS AND DAMAGES WHICH WHITE MAY SUFFER, SUSTAIN, INCUR, BE OR BECOME LIABLE FOR OR WHICH MAY BE CAUSED BY, CONNECTED WITH OR HAVE RESULTED FROM, THE USE, OPERATION, MAINTENANCE OR POSSESSION OF THE LEASED PROPERTY BY THE CUSTOMER.
12. Insurance
 - 12.1 The Customer shall at its own cost and expense, during the Term and any period of overholding pursuant to paragraph 1.2:
 - (a) Insure and keep insured the Leased Property for the full replacement cost thereof, against loss or damage by fire, theft, water, collision, transportation, act of God, and such other perils and risks as would normally be insured against by prudent owners or users of Leased Property of a nature and kind similar to

- the Leased Property and against such other risks and perils and in such amounts as White may at any time and from time to time reasonably in writing direct; and
- (b) place and maintain insurance against liability imposed by law on White or on the Customer for injury to, or death of, persons, or damage to or destruction of, property, to the extent of not less than such amounts as would be placed and maintained by a prudent owner of the Leased Property, or for such other amounts as White may from time to time reasonably require for all such liability arising out of each occurrence during the policy period.
- 12.2 All policies of insurance must cover and protect White and the Customer as their respective interests may appear and must contain an endorsement providing for loss payable to White and the Customer as their respective interests may appear and any other endorsements which White may require. The Customer must renew or replace such insurance as and when from time to time required, and must provide White with evidence, satisfactory to White, of such insurance or such renewal or replacement.
13. Return of Leased Property
- 13.1 At the end of the Term the Customer shall return and deliver the Leased Property at its expense to White at White's address noted on the front page of this agreement (or at such other address as White may notify the Customer in writing). Acceptance by White of the return of the Leased Property shall not be a waiver by White of any claims it may have against the Customer under this agreement or for any damage to the Leased Property.
14. Default
- 14.1 The occurrence or happening of any one or more of the following events constitutes an event of default hereunder:
- (a) If a petition for a receiving order is made or filed against the Customer or if the Customer makes any assignment for the general benefit of creditors or if any proposal is made or petition filed by the Customer under any law having for its purpose the extension of time for payment, composition or compromise of the liabilities of the Customer;
- (b) if the Leased Property or any material part thereof is seized under legal process, confiscated, sequestered or attached or if distress is levied thereon and not released or satisfied within then (10) days thereafter;
- (c) if the Leased Property or any material part thereof is in imminent danger of loss, serious damage or destruction;
- (d) if the Customer fails to pay any amount due hereunder;
- (e) if the Customer fails to observe and perform or commits any act in breach of any term, condition or provision of this agreement.
15. Remedies on default
- 15.1 If the Customer repudiates this agreement or if any event of default occurs, White may:
- (a) at its option take possession of the Leased Property wherever located, the Customer hereby waiving any and all damages occasioned by such taking of possession, and dispose of the same in such manner, for such consideration and upon such terms and conditions as White may reasonably deem fit; and
- (b) after having taken possession of the Leased Property or without taking possession of the Leased Property, claim by written notice to the Customer liquidated damages in an amount equal to the entire amount of then unpaid rental payments for the remainder of the Term.
16. Early Termination
- 16.1 White shall have the option to terminate this agreement on 24 hours written notice to the Customer, whereupon the Customer shall immediately return the Leased Property to White, at the sole cost and expense of the Customer, in the same condition as first rented and White shall upon receipt thereof refund the unexpired portion of any prepaid Rent paid by the Customer. The foregoing option of White to terminate this agreement may be exercised without cause.
17. Legal Fees
- 17.1 The Customer hereby agrees to pay all reasonable legal fees and expenses incurred by White in protecting its rights under this agreement or in any action by White against the Customer for breach of the provisions hereof.
18. Further Assurances
- 18.1 The Customer agrees, at its expense, promptly upon White's written request, to execute and deliver any instrument and to take any action as may reasonably be necessary in the opinion of White to perfect and keep perfected as against third parties the interests of White in the Leased Property. The Customer authorizes White to record such documents as White may consider appropriate and agrees to pay all costs in connection with them.
19. Overdue payments
- 19.1 Any monies which are not paid by the Customer when due bear interest calculated and compounded monthly from the due date thereof to the date of payment, at a rate per annum equal to the commercial lending rate of interest, expressed as an annual rate, which the C.I.B.C. quotes in Toronto as the reference rate of interest (commonly known as "prime") for the purpose of determining the rate of interest that it charges to its commercial Customers for loans in Canadian funds.
20. General Contract Terms
- 20.1 All rights and remedies of White hereunder are cumulative and not alternative and may be exercised in any order, sequence or combination.
- 20.2 No terms or condition of this agreement may be waived, amended or varied except by writing signed by both parties.
- 20.3 Forbearance or indulgence by White in any regard whatsoever does not constitute a waiver of the term or condition to be performed by the Customer to which the same may apply.
- 20.4 Time is in all respects of the essence hereof.
- 20.5 Save as otherwise herein expressly provided, this agreement enures to the benefit of, and is binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

SCHEDULE "B"

1. No terms, representations or warranties expressed or implied not herein set forth in writing shall be binding on William F. White International Inc. ("White").
2. The Customer acknowledges that White is not the manufacturer of the Equipment. White makes no warranties or conditions either expressed or implied with regard to the Equipment provided under this Agreement including, but not limited to, all implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade.
3. The Customer agrees that the liability of White, if any, arising out of this Agreement, is limited to money damages not to exceed the total of prior payments made under this Agreement or, at White's discretion, to replacement of the Equipment. White will not be liable for any indirect consequential damages, losses or expenses of any nature or kind whatsoever.
4. The Customer agrees to indemnify and save harmless White from and against all loss, costs and damages which White may suffer, sustain, incur, be, or become liable for or which may be caused by, connected with or have resulted from the use, operation, maintenance or possession of the Equipment by the Customer.
5. Until the purchase price is paid in full, title to the Equipment shall remain in the name of William F. White International Inc. but all risk of loss shall be the obligation of the Customer.
6. All monies overdue hereunder shall bear interest, at a rate per month established by White, based on the commercial lending rate of interest expressed as a monthly rate, from the due date until payment.
7. Customer hereby acknowledges having received a copy of this Contract.