

CANADA RENTAL AND SERVICE TERMS

LEASE

By this lease and in consideration of the statements on the reverse side hereof and the following agreements, limitations and conditions, Matthews Equipment Limited O/A Herc Rentals (hereinafter called "Lessor" or "Herc"), leases unto the person, firm or corporation signing this Lease as Lessee (hereinafter called "Lessee or Customer"), that certain personal property, hereinafter called equipment, described on the reverse side hereof.

1. TERM - Unless otherwise provided on the reverse side hereof, the term of this lease regarding each item of equipment commences on the date of pickup by the Lessee or his agent, or, if shipped, the date of shipment by the Lessor to the Lessee, and ends on the date of return by the Lessee of the equipment to the Lessor's premises. 1 day equals 24 hours with maximum 8 hours operation. 7 days equals 1 week which equals 168 hours with maximum 40 hours operation. 28 days equals 1 month which equals 672 hours with maximum 160 hours operation. Where guaranteed minimum rental period is specified the Lessee guarantees to pay the rate specified for the full term of the guaranteed rental period notwithstanding early return or early termination of the rental period.

2. RENT - The rent for any and every item of equipment shall be the amount designated on the reverse side hereof and section 30.

3. PAYMENT - All rentals due under this agreement shall be paid monthly, weekly or daily, as the case may be depending upon whether the equipment has been rented by the month, by the week, or by the day, in advance to the office of the Lessor. All overdue payments shall bear interest at the rate of 2% per month (24% per annum) on the unpaid balance without prejudice to the Lessor's rights, and in particular without prejudice to the Lessor's right hereinafter stipulated to terminate this agreement for non-payment of rental.

4. LOCATION - The equipment shall be located in the province or territory and at the address designated by the Lessee at the time of execution of this agreement and shall not be removed from the said province, territory or from the designated address therein without the Lessor's prior written consent.

5. USE - Lessor shall comply with all laws in any way relating to the use, operation or maintenance of the equipment. If Lessor supplies Lessee with labels stating that the equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on the equipment. Minimum operator age shall be 21 years.

6. ACCEPTANCE - Lessee acknowledges that it has fully inspected and accepted said equipment in good condition and repair. The Lessee further acknowledges, the Lessee is familiar with such equipment and the operation thereof and has inspected and accepted said equipment in good operating condition.

7. INSPECTION - Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process which affects or may affect any item of equipment and shall whenever requested by Lessor advise Lessor the exact location of the equipment.

8. RENTAL PROTECTION PLAN - Customer must either show proof of Property Insurance as required in Section 15 hereof or purchase Rental Protection Plan ("RPP"). Matthews Equipment Limited O/A Herc Rentals or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment.

NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/ca/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement. Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 15. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

9. LOSS, DAMAGE AND REPAIRS - Lessee hereby assumes and shall bear the risk of loss and damage to the equipment from any and every cause whatsoever and shall keep and maintain the equipment in good repair, condition and working order. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this lease which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of equipment, Lessee at the option of Lessor, shall place the same in good repair, condition and working order or alternatively, replace damaged or lost equipment at today's new market value or repair the damaged equipment, the cost of such repairs to be borne by the Lessee together with interest on the outstanding balance at the rate of 2% per month (24% per annum) from date of invoice to the date of payment.

10. ALTERATIONS - Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the equipment. All additions and improvements of any kind or nature whatsoever made to the equipment shall belong to and become the property of Lessor upon the expiration or earlier termination of this lease. The Lessee will not alter, remove, disfigure or in any way change any insignia or lettering upon any of the said equipment. The Lessee shall not tamper with: Odometers, Speedometers or Hour meters on units equipped with same. If these meters show signs of tampering or disconnecting the customer agrees to the following charges at the option of the Lessor. Odometers/Speedometers - A charge of 50 KM or 30 miles for each hour the loss was in the customer's possession. Hour meters - A charge of 1 hour for each hour the equipment was in the customer's possession.

11. DOWN TIME - Should the Lessor suffer lost rentals or incur expenses as a result of the unavailability of leased equipment being repaired by the Lessee or Lessor due to damage or loss of the said leased equipment arising during the term of this lease, then such lost rentals and expenses shall be the sole responsibility of the Lessee and the Lessee shall forthwith pay and/or reimburse the Lessor for the same.

12. EXPENSE - During the term of this lease, the Lessee shall at the Lessee's own expense, pay the cost of: (a) all fuel, oil and lubricants required to operate and maintain the equipment, (b) all repairs, replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.

13. SURRENDER - Upon the expiration or earlier termination of this lease, Lessee shall return the equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

14. TAXES AND ENCUMBRANCES - Lessee shall keep the equipment free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, taxes and encumbrances (municipal, provincial, territorial and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of equipment, including without limiting the generality of the foregoing, any and all taxes at whatever rates that are currently or may be in effect with respect to sales tax, value added tax and/or goods and services tax.

15. INSURANCE - The Lessee shall at the Lessee's own expense maintain liability, theft, fire and any other insurance required to indemnify the Lessor against any loss to or of the equipment to the extent of new replacement value at date of replacement or cash equivalent, such insurance to cover the insurable interest of the Lessor in said equipment. This insurance shall be kept in full force and effect from the time the equipment is leased out by the Lessee or is shipped by the Lessor until it is returned by the Lessee to the Lessor during the Lessor's normal business hours with Lessor's acknowledgement. Customer will, on demand, furnish HERC with a Certificate of Insurance evidencing the applicable coverages. Such certificate(s) shall include liability limits of not less than \$2,000,000 per occurrence and shall be endorsed to provide that the applicable insurance policies may not be cancelled or materially modified except on thirty (30) days prior written notice to HERC at the HERC branch identified on the front. The Lessee agrees to immediately inform the Lessor in writing of all losses or damages to the equipment and provide the Lessor the name of the Lessee's insurance company, name and address of the Lessee's insurance agent, a copy of the police report and complete information concerning insurance coverage for loss or damage. The Lessee further hereby assigns and grants a security interest to the Lessor to any and all proceeds payable from any claims or otherwise generated from insurance coverage over any and all of the personal property covered by this Agreement.

16. LESSOR'S PAYMENT - In case of failure to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as heretofore specified, Lessor shall have the right, but shall not be obligated, to effect such insurance or pay said fees, assessments, charges and taxes as they may be, but that event, the cost thereof shall be re-payable to the Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequence, including interest at two percent (2%) per month (twenty-four per cent (24%) per annum), as failure to pay any installment of rent.

17. WARRANTIES - Lessor makes no warranties, either expressed or implied, as to any matter whatsoever, and not restricting the generality of the foregoing, the condition of the equipment, its merchantability or fitness for any particular purpose. All sales of new or used equipment shall be on an "as is - where is" basis without any warranty of any nature whatsoever, excepting only such warrant, if any, as may be provided by the manufacturer directly to the purchaser with respect to new equipment.

18. FORCE MAJEURE - Lessor shall incur no liability whatsoever for any delay or failure to deliver the equipment or for any delay or failure to perform any of its obligations hereunder by reason of strike, lockout, threat of strike or lockout, fire, flood, interruption or delay in manufacture or transportation, act of nature, war, insurrection, mob violence, requirement of governmental authorities, embargo, shortage of labour, equipment or materials, plant breakdown or any other causes beyond the control of Lessor whether or not such causes of delay or failure are in existence and/or whether or not known to Lessor at the time of completion of this agreement.

19. INDEMNITY - Lessee shall indemnify Lessor against, and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including solicitor's costs, on a solicitor-client basis, arising out of, connected with, or resulting from the equipment, including without limitation, the manufacture, selection, delivery, possession, use, operation or return of the equipment.

20. SECURITY - As security for the prompt and full payment of the rent, and faithful and timely performance of all provisions of this lease, and any extension or renewal thereof, on its part to be performed, Lessee has pledged and deposited with Lessor the amount set forth on the reverse side hereof. In the event any default shall be made in the performance of any of the covenants on the part of Lessee herein contained with respect to any item or items of equipment, Lessor shall have the right, but shall not be obligated, to apply said security to the curing of such default. Any such application by Lessor shall not be a defence to any action by Lessor arising out of said default; and, upon demand, Lessee shall restore said security to the full amount set forth in the schedule. Upon the expiration, or earlier termination, of this lease, or any extension or renewal thereof, provided Lessee has paid all of the rent herein called for and fully performed each and all of the other provisions of this lease on the part to be performed, Lessor will return to Lessee any remaining balance of said security. The Lessee hereby further confirms that this Agreement and any extension or renewal or replacement hereof constitutes a security interest. The Lessee agrees and consents to the Lessor filing any and all documentation required by any governmental authority whatsoever in any jurisdiction requiring registration of any such security interest, or interests, as are created by this Agreement and agrees to reimburse and indemnify the Lessor for any expenditure that might be incurred in registering any documentation required by any jurisdiction or governmental authority in that regard. The Lessee acknowledges receipt of a duplicate copy of this Agreement and waives his right to receive a copy of any document verifying registration of this Agreement.

21. DEFAULT - If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right at its sole discretion to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable to any or all items of equipment; (b) To sue for and recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment; (c) To take possession of any or all items of equipment without demand or notice, wherever same may be located without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing; (d) To terminate this lease as to any or all items of equipment; or (e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

22. BANKRUPTCY - Neither this lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action and given authority to take possession or control of any item or items of the equipment, Lessor shall in its sole discretion have and may exercise any one or more of the remedies set forth in paragraph 22 hereof; and this lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee from the date of the exercise of said option.

23. LESSOR'S EXPENSE - Lessee shall pay Lessor all costs and expenses, including solicitor's fees on a solicitor/client basis incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof including any costs of removal of the said equipment.

24. ASSIGNMENT - Without the prior written consent of Lessor, Lessee shall not:

(a) assign, transfer, pledge, or hypothecate this lease, the equipment or any part thereof, or any interest therein, or (b) sublet or lend the equipment or any part thereof to be used by anyone other than Lessee. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Lessee.

25. OWNERSHIP - Should the Lessee acknowledge that the Lessor has the right to file a lien, under the appropriate legislation against the owner of the land where the equipment was used should rental payments not be forthcoming.

26. PERSONAL PROPERTY - The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereof, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. The Lessee acknowledges that any property of the Lessor that is affixed or attached to any other property is solely for the better use of the Lessor's property.

27. OFFSET - Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder, and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

28. NON WAIVER - No covenants or conditions of this lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenants or conditions Lessor shall be entitled to invoke any remedy available to Lessor under this lease or by law or in equity despite said forbearance or indulgence.

29. TIME BASIS OF RATES - The rental rates herein are based upon the general practice industry of one shift of 8 hours per day, 40 hours per week, and 160 hours per a 4 week period, and if the equipment is used for periods in excess of the general practice, overtime will be charged. If the equipment is rented by the day, the rate for overtime is 1/8th of the daily rate for each hour in excess of eight. If it is rented by the week, the rate for overtime is 1/40th of the weekly rate for each hour in excess of 40. If it is rented by 4 weeks overtime rate is 1/160th of the monthly rate for each hour in excess of 160 hours in any one 28 consecutive day period. Lessee shall advise Lessor when equipment is used more than a single shift. Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the equipment to the Lessor before the expiration of the minimum rental period. All charges will be calculated using the best combination of daily, weekly, and monthly to give the lowest possible charges.

30. LOADING, UNLOADING AND TRANSPORTATION - The Lessee at his own expense shall load the equipment for transit and shall unload the said equipment upon its return. The Lessee shall pay all shipping expenses from the original point of shipment to his receiving point and all return shipping expenses to the Lessor's yard. Lessor assumes no responsibility for hook-up of trailer mounted units or loading equipment.

31. LIEN - The Lessee acknowledges that the Lessor has the right to file a lien, under the appropriate legislation against the owner of the land where the equipment was used should rental payments not be forthcoming.

32. DISCLOSURE - The Lessor shall disclose fully and accurately the identity and address of those who will be using the equipment.

33. SEVERABILITY - If any part of this agreement be declared or held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity and enforceability of the remainder which shall continue in force and effect and be construed as if this agreement had been executed without the invalid or unenforceable portion and it is hereby declared the intention of the parties hereto that this agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid or unenforceable.

34. ACKNOWLEDGEMENT - Lessee acknowledges and understands that the Agreement contained herein is and shall become part of every Rental Agreement, oral or written, between the Lessee and Lessor and will be retained by the Lessor as evidence of such Agreement for all other rentals by the Lessee.

35. PROPER LAW - This agreement shall be governed by and construed in accordance with the laws of the province or territory in which the equipment is delivered. The Lessee hereby waives the Limitation of Civil Rights Act of Saskatchewan or similar legislation.

36. ENTIRE AGREEMENT - This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

37. TIME - Time is of the essence of this lease and each and all of its provisions.

38. INTEREST - On any amounts arising under the terms of the contract shall bear interest of 2% per month (24% per annum) both before and after maturity, default and/or judgement.

39. COPY OF DOCUMENTATION - The Lessee hereby agrees and waives any right it may have under any applicable legislation to receive a copy of this Agreement and/or any Financial Interest Statement or Financing Statement, Financing Change Statement or Verification Statement or Renewal Statement or any documentation of similar effect.

40. *Emissions and Environmental Surcharge - PLEASE BE AWARE that Here adds an Emissions and Environmental Surcharge with respect to motorized, electric, hydraulic, combustion engine and pneumatic powered rental equipment. This Surcharge is a charge to help offset costs and expenses, including those associated with the following types of equipment: (1) compliance with federal, state and local environmental laws, regulations and rules relating to Herc's business operations such as handling, managing, and/or disposing of waste materials that contain hazardous substances (e.g., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at Herc; and (3) the acquisition and use of vehicles in Herc's business with engines using advanced emission control technologies. The Surcharge amount may be changed from time to time at Herc's discretion. THIS SURCHARGE IS NOT A TAX OR GOVERNMENT MANDATED CHARGE.

41. WHO MAY OPERATE THE EQUIPMENT - Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment or persons approved by HERC in writing. Customer and all Authorized Operators must be at least 25 years old to operate a motor vehicle, 21 years old for all other equipment; be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law.