Spill Preparedness and Response Support since 1972

Western Canadian Spill Services Ltd.

EQUIPMENT LEASE AGREEMENT

Dated

BETWEEN

WESTERN CANADIAN SPILL SERVICES LTD.

280, 6815 – 8 Street NE
Calgary, AB T2E 7H7

– and –

- □ **WCSS Member Company in Good Standing**
- □ **WCSS Member Company in Good Standing outside of the WCSS boundaries**
- □ **Non-Member Company**

EXECUTIVE SUMMARY

The following are highlights of the contents of this Agreement:

- Member companies in good standing and within the Corporation's jurisdictional boundaries are not charged rental for Equipment.

- Member companies who are (i) held liable for a spill from a facility (downstream and/or midstream) or rail incident, or (ii) outside the Corporation's jurisdictional boundaries, must pay 1/3 of the rental rates stated in Schedule "B".

- All member and non-member companies must pay for all costs associated with (i) the transportation, storage and use of the Equipment by the Lessee; and (ii) repairs, maintenance or replacement of any Equipment used by the Lessee (including the replacement of containment booms, skimmers, rotating equipment and any Equipment that the Lessee has failed to decontaminate enough to be used in a clean environment).

- Non-member companies must pay the rental rates outlined in Schedule "B". Non-member companies must also acknowledge that the Equipment may be relocated for use by a member of the Corporation prior to the end of the Term.

- Access to Equipment for non-member companies is at the discretion of the Corporation. The Corporation will lease Equipment to non-members if it is able to do so; provided, however, that doing so does not compromise access to Equipment by members of the Corporation. To obtain Equipment, non-members must request and obtain approval for the use of the equipment from the Corporation.

- The Term is meant to be no longer than 14 days. If at any time during the Term the Lessee expects its use of the Equipment to continue beyond 14 days, the Lessee must negotiate an extension of this Agreement with the Corporation's Operation Manager.

- Only persons who have successfully completed the "WCSS Boat Handling: Oil Spill Containment and Recovery shall be permitted to operate the Corporation's watercraft.

- The Lessee shall, at its expense, comply with and conform to all federal, provincial, municipal and other laws, ordinances and regulations in any way relating to the storage, transportation, possession, use, maintenance and repair of the Equipment. This includes procuring a research permit prior to deploying any wildlife deterrents.

- From and including the time the Equipment is removed from the Storage Site to and including the time that the Equipment is returned to the Storage Site, the Lessee will, at its own expense, maintain "all-risk" property insurance of not less than the replacement cost of the Equipment, together with comprehensive general liability insurance (including coverage for property damage, bodily injury and contractual liability).

TABLE OF CONTENTS

EXECUTIVE SUMMARY 2
ARTICLE 1 INTERPRETATION 5
1.1 Definitions 5
1.2 Headings 6
1.3 Expanded Meanings 6
1.4 Calculation of Time Periods 6
1.5 Currency 7
ARTICLE 2 LEASE OF EQUIPMENT 7
2.1 Lease of Equipment 7
2.2 Term 7
ARTICLE 3 FEES AND COSTS 7
3.1 Fees 7
3.2 GST/PST 8
3.3 Other Costs 8
3.4 Interest 8
ARTICLE 4 SELECTION OF EQUIPMENT 8
4.1 List of Equipment 8
4.2 Selection of Equipment 9
4.3 Authorization 9
4.4 Access to Equipment for Non-Members 9
ARTICLE 5 HANDLING, MAINTENANCE, REPAIR AND USE 9
5.1 Vessel Policy 9
5.2 Maintenance, Repair and Alterations 10
5.3 Inspection and Repair Following Use 10
5.4 Other Equipment 11
5.5 Use 11
5.6 Compliance with Laws 11
5.7 Inspection 11
5.8 No Warranties 11
5.9 Liens 12
ARTICLE 6 EQUIPMENT RISKS, INSURANCE AND TITLE 12
6.1 Equipment Risks 12
6.2 Insurance 12

6.3 Title 12
ARTICLE 7 INDEMNIFICATION BY LESSEE 13
7.1 Indemnification 13
7.2 Survival 13
ARTICLE 8 DEFAULT 14
8.1 Default 14
8.2 Remedies Upon Default 14
8.3 Expenses Upon Default 14
8.4 Effective Waiver 15
ARTICLE 9 MISCELLANEOUS 15
9.1 Notice 15
9.2 Further Assurances 16
9.3 Governing Laws 16
9.4 Entire Agreement 16
9.5 Time of the Essence 16
9.6 Severability 16
9.7 Enurement 16
9.8 Assignment 16
9.9 Force Majeure 16
9.10 No Amendment Except in Writing 17
9.11 Counterparts 17

WCSS
Western Canadian Spill Services Ltd.

EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT made as of _____

BETWEEN:

WESTERN CANADIAN SPILL SERVICES LTD., a body corporate having an office at in the City of Calgary, in the Province of Alberta (hereinafter referred to as the "**Corporation**')

– and –

_____**,** a

body corporate having an office in the City of

_____, in the Province of

_____

(hereinafter referred to as the "**Lessee**")

WHEREAS the Corporation owns, manages or leases certain oil spill emergency response equipment; and

WHEREAS the Lessee desires to lease from the Corporation certain oil spill emergency response equipment,

NOW THEREFORE in consideration of the mutual covenants and agreement herein contained, the Corporation and the Lessee agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall have the following meanings:

"**Agreement**", "**herein**", "**thereof**", "**hereunder**" and similar expressions mean or refer to this Equipment Lease Agreement and any subsequent amendments thereto;

"**Business Day**" means any day which is not Saturday, Sunday or a statutory holiday in Alberta;

"**Co-op**" means the Western Canadian Spill Services Cooperative organized under the *Canada Cooperative Association Act;*

"**Deployment Site**" means the location or locations where the Lessee uses or wishes to use all or some of the Equipment for emergency oil spill containment and recovery operations;

"**Equipment**" means the oil spill emergency response equipment owned, managed or leased by the Corporation, and leased to the Lessee hereunder for the purpose of emergency oil spill containment and recovery operations at the Deployment Site;

"**GST**" means the Goods and Services Tax imposed under the provisions of Part IX of the *Excise Tax Act*, R.S.C. 1985, C. E-15, as amended, or any successor or parallel provincial or federal legislation that imposes a tax on the recipient of goods and services;

"**Parties**" means the persons who have agreed to be bound by this Agreement and "**Party**" means any one of them;

"**person**" includes an individual, a partnership, an incorporated company, an unincorporated association and the legal representatives of an individual;

"**Possession of the Lessee**" includes any and all use, operation, custody, and control of Equipment by any person, regardless of the actual or apparent authority given by the Lessee, after the delivery of the Equipment to the Lessee by the Corporation and until such Equipment is redelivered to the Corporation by the Lessee;

"**Storage Site**" means the location or locations designated by the Corporation for storage of all or any of the Equipment from time to time; and

"**Vessel**" means a boat, ship, barge, workboat, airboat or craft designed, used or capable of being used solely or partly for navigation in, on, through or immediately above water, without regard to method or lack of propulsion.

1.2 Headings

The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent with such references, references in this Agreement to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Expanded Meanings

Words importing the singular number only include the plural and vice versa, words importing any gender include all genders, and the words "including", "includes" and "include" mean, respectively, "including, without limitation", "includes, without limitation" and "include without limitation".

1.4 Calculation of Time Periods

Unless otherwise specified in this Agreement, when calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last

day of such period is not a Business Day, the period in question shall end on the next Business Day.

1.5 Currency

All dollar amounts referred to herein are expressed in Canadian funds.

ARTICLE 2
LEASE OF EQUIPMENT

2.1 Lease of Equipment

The execution of this Agreement by the Lessee and the Corporation does not require the Lessee to lease any Equipment from the Corporation. The Lessee and the Corporation may execute one or more forms as set out in the attached Schedule "A" from time to time. Upon the execution of a Schedule "A", the Corporation thereby leases to the Lessee and the Lessee thereby leases from the Corporation, the Equipment as set out in the executed Schedule "A".

2.2 Term

The term of this Agreement and the lease of the Equipment shall commence on the calendar day on which (i) the Corporation, or an agent of the Corporation, or (ii) the Lessee, or an agent of the Lessee, removes the Equipment from the Storage Site for use at the Lessee's Deployment Site and shall continue to and including the later of (i) the calendar day on which the Equipment is returned to the Storage Site; and (ii) the date on which all outstanding obligations of the Lessee to the Corporation hereunder are satisfied (the "**Term**"). The Parties acknowledge and agree that the Term is meant to be no longer than 14 days.

If at any time during the Term the Lessee expects its use of the Equipment to continue beyond 14 days, the Lessee shall negotiate an extension of this Agreement with the Corporation's Operation Manager.

ARTICLE 3
FEES AND COSTS

3.1 Fees

(a) If the Lessee is a member of the Corporation in good standing and operates within the jurisdictional boundaries established by the Corporation, the Lessee shall not be charged any rental rates for any Equipment; however, the Lessee shall pay:

  (i) the costs and fees set out in Section 3.3, if applicable;

  (ii) any costs and expenses in connection with repairs, maintenance or replacement of any Equipment used by the Lessee hereunder (including the replacement of containment booms, skimmers, rotating equipment and any Equipment that the Lessee has failed to decontaminate enough to be used in a clean environment), as described in further detail below in Article 5; and

Additional fees will apply if, during the term of this Agreement, the Lessee ceases to become a member in good standing and/or the Lessee uses any Equipment outside of the jurisdictional boundaries established by the Corporation (which for greater certainty are accessible on the Corporation's website at www.wcss.ab.ca).

(b) If the Lessee is a member of the Corporation, but is not in good standing or operates outside of the jurisdictional boundaries established by the Corporation, the Lessee shall pay:

(i) 1/3 of the rental rates stated in Schedule "B"; and

(ii) the costs and fees set out in Sections 3.1(a)(i) and 3.1(a)(ii) above.

(c) If the Lessee is not a member of the Corporation, the Lessee shall pay:

(i) the rental rates stated in Schedule "B"; and

(ii) the costs and fees set out in Sections 3.1(a)(i) and 3.1(a)(ii) above.

3.2 GST/PST

The Lessee shall be responsible for the payment of GST/PST with respect to the Equipment. The Corporation will collect from the Lessee such GST/PST and remit the GST/PST to the appropriate governmental agency. Any such, GST shall be paid by the Lessee in addition to the fees contemplated in Section 3.1.

3.3 Other Costs

Except as specifically provided herein, all costs associated with the transportation, storage and use of the Equipment by the Lessee, including insurance, and all costs of the Corporation's employees or agents for their performance of services required under this Agreement during the Term shall be paid by the Lessee, at the rates set out in Schedule "B" attached hereto.

3.4 Interest

All fees and all other costs under this Agreement shall be paid within 30 days of receipt by the Lessee of an invoice issued by the Corporation. All overdue accounts shall bear interest at the rate of 15% per annum from the last day of the Term without prejudice to the rights and remedies of the Corporation under law.

ARTICLE 4
SELECTION OF EQUIPMENT

4.1 List of Equipment

Prior to the commencement of the Term, the Corporation shall complete all relevant sections of Schedule "A". The Lessee is entitled to inspect and verify the condition of the Equipment prior to leasing the same hereunder. Subject to any dispute by the Lessee as to the condition of the Equipment, the Equipment shall be deemed to be in the condition set forth in Schedule "A".

4.2 Selection of Equipment

The Lessee may use some or all of the Equipment. Prior to removal of such Equipment from the Storage Site, the Lessee and the Corporation shall designate on Schedule "A" which Equipment is to be removed by the Lessee from the Storage Site.

The execution of Schedule "A" by the Lessee shall be deemed to be an acknowledgement by the Lessee of all of the provisions set forth therein, including which Equipment has been removed by the Lessee from the Storage Site.

4.3 Authorization

The Parties agree that the Corporation shall not be obligated to inquire into the authority of any officer or employee executing Schedule "A" on behalf of the Lessee and the Corporation shall be entitled to rely on such execution as sufficient authorization by the Lessee of the matters set out in Schedule "A".

4.4 Access to Equipment for Non-Members

Access to Equipment for non-members of the Corporation is at the sole discretion of the Corporation. The Corporation will lease Equipment to non-members if it is able to do so; provided, however, that doing so does not, in the sole opinion of the Corporation, compromise access to Equipment by members of the Corporation. If the Lessee is a non-member of the Corporation, such Lessee acknowledges that the Equipment may be relocated for use by a member of the Corporation prior to the end of the Term.

ARTICLE 5
HANDLING, MAINTENANCE, REPAIR AND USE

5.1 Vessel Policy

Notwithstanding any other term of any Agreement between the parties hereto, in the event the Equipment provided to Lessee by the Corporation is a Vessel, Lessee hereby acknowledges and/or agrees to the following:

(a) Lessee has sole control over, and responsibility for the choice, licensing, and training of the person(s) who will operate Vessels while in the Possession of the Lessee under the terms of this Agreement. Only persons who have successfully completed the "WCSS Boat Handling: Oil Spill Containment and Recovery" and additional training on barges and airboats shall be permitted to operate the Corporation's workboats, barges and airboats.

(b) Lessee shall be solely responsible for the safe operation of the Vessel and any acts or omissions of its personnel in connection with the use or operation of the Vessel while it is in the Possession of the Lessee under this Agreement.

(c) The Corporation shall not be deemed to warrant the safety of any channel, fairway, anchorage, or other waterway used in approaching or departing from the pickup and drop-off location of the Vessel.

(d) Without limiting the requirements of Section 6.2, Lessee shall maintain comprehensive liability insurance, applicable to the Vessel, which shall cover the operation of the Vessel while in the Possession of the Lessee in accordance with Section 6.2 of this Agreement; such insurance shall include coverage for, and constitute the primary coverage for, the Corporation, in an amount of $250,000 multiplied by the passenger capacity of the Vessel. Lessee shall provide the Corporation with proof of such insurance upon the request of the Corporation.

(e) Lessee shall complete all required documentation related to vessel use as provided by the Corporation and provide the same to WCSS upon return of the vessel, or upon request of the Corporation.

5.2 Maintenance, Repair and Alterations

(a) The Lessee shall keep the Equipment in good repair, condition and working order during the Term and shall be responsible for all expenses incurred in respect of necessary maintenance and repair (including replacements, particularly the replacement of containment booms, skimmers, rotating equipment and any Equipment that the Lessee has failed to decontaminate enough to be used in a clean environment) of the Equipment as a result of the use of the Equipment by the Lessee, reasonable wear and tear excepted. Prior to conducting any maintenance or repairs, the Lessee shall obtain the Corporation's approval of the nature and scope of maintenance and repairs to be conducted; **provided however that maintenance and repairs of a routine nature, which for greater certainty shall not include replacement of parts or other major repairs, shall not require the Corporation's approval**. All maintenance and repair of the Equipment shall be conducted by a person acceptable to the Corporation. Specifically, the Lessee shall:

(i) supply all fuel and lubricants necessary to operate the Equipment. The Lessee acknowledges that, although all Equipment will have been serviced at the Storage Site, fuel may not be available;

(ii) execute all repairs necessary to keep the Equipment in good repair, condition and working order;

(iii) perform decontamination of equipment as instructed by the Corporation; and

(iv) return the Equipment in a dry, clean and unmarred condition.

If the Lessee fails to comply with the foregoing provisions of this Section 5.2(a), the Corporation may, at the Lessee's expense, take any action it deems necessary and shall be entitled to immediate reimbursement from the Lessee for any reasonable costs and expenses incurred to repair the Equipment, without prejudice to any other rights or remedies of the Corporation set out in this Agreement.

(b) The Lessee shall not, without the prior written consent of the Corporation, make any alterations to the Equipment. Any alterations so made to the Equipment shall be at the Lessee's expense and shall belong to and become the property of the Corporation, subject to the terms of this Agreement.

5.3 Inspection and Repair Following Use

Within 10 Business Days after return of the Equipment to the Storage Site, the Corporation

shall inspect the Equipment (with the Lessee or its representative if possible) and determine, acting reasonably and with regard to good industry practice and applicable laws and regulations, which items must be cleaned, drained, dried, repaired or replaced by the Lessee in order to restore the Equipment to the same condition (reasonable wear and tear excepted) and cleanliness in which it was delivered to the Lessee. If any work is required to restore the Equipment to such same condition, the Lessee shall confirm the same by completing and signing a report in the form of Schedule "A" which describes such work and which shall be sufficient authority for the Corporation to commence the required work. The Lessee shall be responsible for all costs and expenses incurred in accordance with any such executed Schedule "A". The Corporation will invoice the Lessee and the Lessee shall pay directly to the Corporation all such amounts (including an administrative fee to be determined at the time of completing and signing Schedule "A") incurred for such restoration work.

5.4 Other Equipment

The Lessee acknowledges and agrees that additional equipment other than the Equipment leased hereunder may be required by the Lessee in the performance of necessary oil spill emergency response procedures. The Lessee shall be solely responsible for supplying such additional equipment, including, additional radio and other communication and safety equipment.

5.5 Use

The Lessee shall use the Equipment in a careful and prudent manner and only for the purposes of emergency oil spill containment and recovery operations or training exercises approved by the Corporation.

5.6 Compliance with Laws

The Lessee shall, at its expense, comply with and conform to all federal, provincial, municipal and other laws, ordinances and regulations in any way relating to the storage, transportation, possession, use, maintenance and repair of the Equipment. For greater certainty, the Lessee acknowledges that this requirement includes procuring a research permit prior to deploying any wildlife deterrents.

5.7 Inspection

The Corporation shall, at all times during business hours, have the right to, upon reasonable prior notice, enter into and upon the lands and premises where the Equipment may be located for the purposes of (i) inspecting the Equipment and observing its use; or (ii) repossessing and/or removing the Equipment.

5.8 No Warranties

No warranty, express or implied is made by the Corporation or its agents, employees or directors as to (i) the ability of the Corporation's agents or employees; (ii) the correctness, sufficiency or suitability of the Equipment; or (iii) any information, recommendations or suggestions (including that the use or deployment of Equipment supplied or made by the Corporation or its agents will provide for total or effective cleanup or containment of a spill), nor do they assume any responsibility in connection therewith.

5.9 Liens

The Lessee will ensure that all Equipment leased from the Corporation hereunder is kept free and clear of all liens, charges and encumbrances. The Lessee shall give the Corporation immediate notice of any seizure, attachment, lien or other judicial process affecting any item of Equipment.

ARTICLE 6
EQUIPMENT RISKS, INSURANCE AND TITLE

6.1 Equipment Risks

Upon removal of the Equipment from the Storage Site, the Lessee shall bear all risk of loss with respect to damage, destruction, loss, theft or governmental taking of any kind of any item of the Equipment, as well as all risks to the Lessee and others in connection with the Equipment. The Lessee will notify the Corporation of any damage, destruction, loss, theft or governmental taking and, unless the Corporation is otherwise agreeable, the Lessee shall either:

(a) if the Equipment is unable to be repaired, as determined by the Corporation, acting reasonably, immediately on demand pay to the Corporation the replacement value of the Equipment; or

(b) subject to the written consent of the Corporation, repair or replace the Equipment or the items or parts of the Equipment that are the subject of such damage, destruction, loss, theft or governmental taking with equipment of like manufacture, value, class, utility and quality so that the Equipment is put back into first class mechanical and working order, as determined by the Corporation, acting reasonably.

6.2 Insurance

From and including the time the Equipment is removed from the Storage Site to and including the time that the Equipment is returned to the Storage Site, the Lessee will, at its own expense, maintain "all-risk" property insurance of not less than the replacement cost of the Equipment, together with comprehensive general liability insurance (including coverage for property damage, death, personal or bodily injury, and contractual liability) and any other form of insurance covering the Equipment against risks as considered prudent for that type of property by operators of businesses similar to that run by the Lessee or as may be reasonably required by the Corporation. The Lessee, will, upon request, give the Corporation evidence acceptable to the Corporation that the insurance coverage is in effect. If the Lessee fails to obtain or maintain such insurance, the Corporation may do so and shall be entitled to immediate reimbursement for the premium for such insurance from the Lessee without prejudice to any other rights or remedies of the Corporation set out in this Agreement. The Lessee shall immediately advise the insurer and the Corporation of any and all accidents or claims involving the Equipment. Any insurance proceeds paid in respect of a loss of Equipment up to the replacement value of such Equipment shall be paid to the Corporation.

6.3 Title

This Agreement is an agreement of lease only, and title to and ownership of the Equipment remains, at all times, with the Corporation. The Lessee has no right, title, estate or interest

in or to the Equipment, except the right to possess and use the Equipment in accordance with this Agreement. In addition, all repairs to any Equipment leased hereunder and all parts replaced on or added to any such Equipment will become part of such Equipment and will be the sole and exclusive property of the Corporation.

ARTICLE 7
INDEMNIFICATION BY LESSEE

7.1 Indemnification

The Lessee hereby agrees to indemnify and save harmless the Corporation and its directors, officers, employees and agents from and against any and all actions, causes of action, suits, claims, demands, costs, losses and expenses arising out of or in connection with any and all loss, injury, death or damage suffered or incurred by any person or government agency by reason of or which may be attributable to or arise out of:

(a) any act, omission, misrepresentation or breach of warranty, covenant or obligation by the Lessee in connection with this Agreement.

(b) the maintenance, repair, use, operation, possession, storage, delivery or transportation of the Equipment by the Lessee or the failure to maintain, repair, use, operate, store, deliver or transport the Equipment in the manner required hereunder or by applicable laws;

(c) the condition of the Equipment (including latent and other defects with respect thereto, whether or not discoverable by the Corporation or the Lessee), if different from the condition of the Equipment upon the Lessee taking possession of it;

(d) the surface rights of the land upon which the Lessee locates the Equipment;

(e) the escape, release or spill of any contaminant or other substance processed in or used in connection with the Lessee's use of the Equipment; or

(f) any removal, abandonment, salvage, reclamation, environmental or health matters pertaining to the Equipment while in the possession of the Lessee and all obligations, damages, costs, fines and penalties associated therewith, whether arising by or imposed by applicable laws, agreements or otherwise,

and the Lessee agrees to assume liability for all losses, costs, expenses, liabilities and damages suffered or incurred by the Corporation, its directors, officers, employees or agents resulting from or in any way attributable or arising out of the foregoing matters. Notwithstanding the foregoing, the Lessee shall not be required to indemnify or save harmless the Corporation from any actions, causes of action, suits, claims, demands, costs, losses or expenses resulting from the negligence, willful misconduct or breach of this Agreement by the Corporation, and the Lessee shall not have any liability hereunder to the Corporation in respect of indirect, consequential or special damages.

7.2 Survival

Notwithstanding any other provision of this Agreement, the provisions of Section 7.1 above shall survive the expiry or earlier termination of this Agreement and will continue in full force and effect following any such event.

ARTICLE 8
DEFAULT

8.1 Default

The Corporation shall be entitled to exercise the rights and remedies set out below on the occurrence of any one or more of the following events, each of which is an event of default (herein called an "**Event of Default**") under this Agreement:

(a) the Lessee fails to perform any of its obligations (including failure to pay any amount when due) under this Agreement and such failure is not remedied within 15 days after written notice thereof has been given to the Lessee by the Corporation;

(b) the Lessee fails to maintain in force any of the insurance policies required by this Agreement, and such failure is not remedied within 15 days after written notice thereof has been given to the Lessee by the Corporation;

(c) any of the Equipment is subjected to any lien, charge, encumbrance, levy, seizure, attachment or judicial process;

(d) the Lessee sells, leases, mortgages or pledges, or attempts to sell, lease, mortgage or pledge any of the Equipment;

(e) the Lessee makes an assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases or threatens to cease to do business as a going concern, or seeks any arrangement or composition with its creditors;

(f) any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced by or against the Lessee or a substantial part of its property; or

(g) in the opinion of the Corporation, acting reasonably, an event has occurred or is reasonably likely to occur which may materially reduce the value of the Equipment or the Corporation's interest in it or increase the risk to it (normal wear and tear excluded).

8.2 Remedies Upon Default

Upon the occurrence of any Event of Default, the Corporation may, at its option and in its sole discretion, exercise one or more of the following remedies, without prejudice to any other right it may have at law or otherwise:

(a) without terminating this Agreement, do all acts and make all expenditures to remedy such Event of Default and the Lessee shall, forthwith upon demand, reimburse the Corporation for any and all expenditures; and

(b) declare this Agreement to be terminated.

Notwithstanding anything contained elsewhere in this Agreement, no Event of Default shall be cured or remedied under this Agreement until all defaults under this Agreement are cured and all amounts owing under this Agreement are paid.

8.3 Expenses Upon Default

The Corporation's reasonable costs and expenses incurred in respect of legal proceedings to (i) recover any monies due hereunder; (ii) take possession of the Equipment; or (iii) enforce

of any of the Corporation's rights, including legal costs on a solicitor-client basis, shall be paid by the Lessee to the Corporation immediately upon demand.

8.4 Effective Waiver

No delay or omission to exercise any right or remedy accruing to the Corporation upon any breach or default of the Lessee will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default occurring prior thereto or thereafter. Any waiver, permit, consent or approval on the part of the Corporation of any breach or default under this Agreement, or of any provision or condition hereof, must be in writing and will be effective only to the extent specifically set forth.

ARTICLE 9
MISCELLANEOUS

9.1 Notice

Any disclosure, notice, direction or other communication required or permitted to be given by any Party to any Party hereunder (a "**notice**") shall be in writing and delivered personally or by registered mail to the parties at the following addresses:

(a) To the Lessee: [ ]

Attention:

(b) To the Corporation: Western Canadian Spill Services Ltd.
280, 6815 – 8 Street NE
Calgary, Alberta T2E 7H7

Attention: President & COO

Any notice shall, if delivered, be deemed to have been given and received on the date on which it was delivered if a Business Day and on the next succeeding Business Day if not a Business Day and, if given by registered mail, shall be deemed to have been received by the Party to whom the same is addressed on the second Business Day following the day upon which such notice sent by registered mail has been deposited with the appropriate post office, postage and cost of registration prepaid. Any of the Parties may change their designated address for notices by notice in writing to the other Party. In the event of an interruption in postal service, any notice shall be delivered personally.

9.2 Further Assurances

The Parties shall promptly sign such further and other documents, agreements or instruments, and do and perform or cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

9.3 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each of the Parties exclusively attorn to the jurisdiction of the courts of Alberta.

9.4 Entire Agreement

This Agreement constitutes the entire agreement among the Parties and there are no other written or verbal agreements or representations.

9.5 Time of the Essence

Time shall be of the essence of this Agreement.

9.6 Severability

If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be held to be invalid, the remaining provisions of this Agreement, and the application of such provision to any persons or in any circumstances other than those as to which it is held invalid, shall not be affected thereby.

9.7 Enurement

The Agreement shall enure to the benefit of and be binding upon the Parties and their respective personal representatives, successors and assigns.

9.8 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably withheld or delayed.

9.9 Force Majeure

The Parties shall be excused from the performance of any of their obligations herein from time to time, but only so long as any Party is prevented from performance by any cause beyond its reasonable control, including acts of God or of the Queen’s enemies, strike, walkout, fire or explosion; provided however, that the lack of funds shall never be considered a cause beyond the reasonable control of either Party.

9.10 No Amendment Except in Writing

No amendment or variation of the provisions of this Agreement shall be binding upon any Party unless and until it is evidenced in writing and executed by all Parties.

9.11 Counterparts

This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered electronically (including by email, pdf or any independently verifiable electronic signature, e.g., www.rightsignature.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

WESTERN CANADIAN SPILL SERVICES LTD.

Per: _____
Name: Jonathan Schindlbeck
Title: President & COO

LESSEE:

Per: _____
Name:
Title:

WCSS
Western Canadian Spill Services Ltd.

WCSS EQUIPMENT LEASE AGREEMENT
SCHEDULE "A"

EQUIPMENT DESTINATION: _____

LESSEE (USER) NAME/COMPANY: _____

TELEPHONE: _____ FAX: _____ CELL: _____

TYPE OF USAGE: SPILL _____ EXERCISE _____ OTHER _____

Equipment Description	Equipment Location	Date Out (Year/Month/Day)	Condition S - Satisfactory U - Unsatisfactory	Date Returned (Year/Month/Day)	Condition S - Satisfactory U - Unsatisfactory	Follow-up Required (repairs, replaced, etc.)

LESSEE NAME: _____ LESSEE SIGNATURE: _____ DATE: _____

WCSS
Western Canadian Spill Services Ltd.

Schedule "B"

SPILL RESPONSE SUPPORT PERSONNEL

WCSS Personnel	$ 950/day
Additional Direct Expenses:	
• meals, accommodation	at cost
• truck	$1.05/km

RESPONSE UNITS

Regional Response Trailers (OSCARs)	$ 1800/day
Boom Sea-can (6x6 boom)	$ 1800/day
Lake Boom Sea-can (12x12 boom)	$ 900/day
Lake Boom Trailer (12x12 inflatable)	$ 900/day
Coop Initial Spill Response Units (ISRUs)	$ 900/day
Winter Response Units	$ 900/day
Wildlife Response Units	$ 600/day

TRAILERS

Training Trailer	$ 1200/day

BOATS

Twin engine Barge	$ 1200/day
Barge c/w Bow Collector	$ 1800/day
Work Boats	$ 900/day
Air Boats	$ 1200/day

SKIMMERS

Heavy Oil c/w Power Pack	$ 1500/day
Drum Skimmers	$ 600/day

BOOM

Fast Water (6x6) per 50'	$ 30/day
Fast Water c/w Fabric Skirt	$ 60/day
Lake (12x12) per 50'	$ 60/day
Used per 50'	$ 15/day

OTHER

Boom Vane	$ 600/day
Test Tank	$ 300/day
Heli-tanks	$ 60/day
Turner Valley Gate	$ 30/day
Watergate Dams	$ 150/day