

# **TRINITY POWER CORPORATION - RENTAL AGREEMENT GENERAL TERMS AND CONDITIONS.**

**LEASE.** By this lease and in consideration of the following agreements, limitations and conditions, Trinity Power Corporation hereinafter called Lessor, leases unto the person, firm or corporation signing this lease as Lessee, hereinafter called Lessee, that certain personal property as described and identified under the heading Items of Equipment outlined in the related quotation, hereinafter called "the Equipment", for use at such location, for such guaranteed minimum time and at such rental rates as therein stated.

1. **THE RENTAL PERIOD** - The rental period shall commence on the date of actual delivery of the Equipment to the Lessee or the date of actual installation of the Equipment by the Lessor for Lessee unless delayed due to Equipment failure, defect, malfunction or stated otherwise on the related quotation.

The rental period shall end on the date of return of the Equipment to the Lessor's premises provided that such return to the Lessor shall not operate to reduce the guaranteed rental period, if any and the Equipment is returned to the Lessor.

The terms of this Agreement shall be automatically extended from the expiration date of any such guaranteed rental period unless the Equipment shall have been duly and properly returned to the Lessor. If Lessee fails to return of the equipment, the minimum term of rental shall be automatically extended as follows: Where the rental rate has been quoted by the day, extension shall be for one day at a time, and where the rental rate has been quoted by the week, the extension shall be week to week; where the rental rate has been quoted by the month, extension shall be for one month and thereafter from month to month. All the terms, covenants and conditions herein, including the rents and charges, shall be applicable during any extended term or renewal.

## **2. CALCULATION OF RENTAL CHARGES**

1. **MONTHLY RENTAL RATES** are for a minimum period of 28 days, from the day of commencement of the rental period up to and including the 28th day.
2. **WEEKLY RENTAL RATES** are for a minimum period of 7 days, from the day of commencement of the rental period up to but not including the same day in the following week.
3. **DAILY RENTAL RATES** are for a minimum period of 1 day, from the day of commencement of the rental period up to 24 hours.
  - a. Rental rates shall not be subject to any deduction for any non-working time during the rental period (except in the case of Equipment failure, defect or malfunction), nor because the Lessee returns the equipment to the Lessor before the expiration of such period.
  - b. The rent for any and every item of Equipment shall be the amount designated in the related quotation.

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 at the above designated address unless otherwise stated on the Items of Equipment attached hereto. All overdue payments beyond 30 days in arrears shall bear interest at the rate of eighteen (18%) percent per annum, but the acceptance of this interest shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.

4. **TAXES** - Lessee shall pay all license fees, assessments, charges, taxes and encumbrances (municipal, provincial, territorial and federal) which may now or hereafter be imposed upon the leasing, renting, possession or use of equipment by Lessee, including but 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.

5. **LOCATION** - The equipment shall be located in the country of Canada (unless written consent is provided by the Lessor stating otherwise) at the address designated by the Lessee at the time of execution of the agreement and shall not be removed from the said country, or from the designated address therein without the Lessor's prior written consent.

6. **RESTRICTION AS TO USE** - The Lessee agrees to use the equipment only for the purpose that the Equipment is being leased and not contrary to instructions provided to the Lessee governing its use and shall not remove, tamper or in any way damage the Equipment nor permit any unqualified persons to operate the Equipment.

Each article of Equipment hereby used shall be used solely in the conduct of the Lessee's business and shall be within the Lessee's possession and under its control, and shall not be used in whole or in part by others than the Lessee or its qualified employees.

Lessee shall comply with all laws in any way related to the use, operation or maintenance of the equipment.

If Lessor supplies Lessee with labels stating the Lessor owns equipment, Lessee shall affix or keep the same upon a prominent place on the equipment.

7. **OPERATION**

a. The Lessee shall, at its expense, at all times during the term hereof, maintain each article of equipment in good operating order, repair and appearance, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, nor without the prior approval of the Lessor, affix or install any accessory, attachment or other device to any article of Equipment leased hereunder, and all repairs, replacements, parts, supplies, accessories, attachments and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of the Lessor.

b. It is understood and agreed that the Lessee shall cause the Equipment to be operated only by competent employees familiar with such equipment and the operation thereof and shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons who are satisfactory to the Lessor.

c. Maintenance of the Equipment shall include, without limiting the generality of the foregoing, all routine adjustments, which are to be performed in accordance with the recommendations of the manufacturer and/or the Lessor.

8. **RETURN OF EQUIPMENT** - The Lessee agrees to return the equipment and its appurtenances to the Lessor in the same condition as when delivered by the Lessor, normal wear and tear excepted. The Lessor will charge full replacement value for any cable items returned in such a manner that the cable's continuous length is compromised. When cleaning of returned equipment is required, this will be charged to the Lessee at the current labour rate of the Lessor. Except to the extent due to the negligence or wilful misconduct of Lessor or the breach of this Agreement by the Lessor, the Lessee shall indemnify the Lessor against all loss or damage to equipment arising out of the Lessee's use during the rental period and the appraisal of any such loss or damage shall be based upon the value stated in the Details of Equipment, provided, however, that the Lessee shall only be liable for such shortages or damages as shall be notified to it in writing by the Lessor within two weeks after receipt by the Lessor, its nominee or agent of the equipment concerned.

9. **LOSS, DAMAGE, REPAIRS & LIABILITY** Except to the extent due to the negligence or wilful misconduct of Lessor or the breach of this Agreement by the Lessor, the Lessee hereby assumes and shall bear all risks, loss', damages and liabilities (including those not covered by the Lessee's insurance) for any and every cause arising out of the Lessee's use of the Equipment and damages for injuries and death to persons and property arising therefrom and shall save and hold the Lessor harmless from any and all of the following: all claims and liens

for labour and materials, all loss of and damage to said equipment and all loss, damage, claims, penalties, liability and expense, including reasonable outside attorney's fees, arising or incurred because of Lessee's use of said equipment during the pendency of the lease thereof or the return delivery thereof to the Lessor, its nominee or agent or the maintenance, use or operation thereof by Lessee.

The Lessee hereby renounces all claims which it may have against the Lessor for any loss or damage which it may suffer either direct or indirectly, by reason of the Equipment's suitability for the work it may be required to perform, unless due to the negligence or misconduct of the Lessor.

10. **ACCEPTANCE** - Unless the Lessee otherwise notifies the Lessor, the Lessee acknowledges that he has fully inspected said equipment and Lessor acknowledges that said equipment is in good condition and repair.
11. **INSPECTION** - Upon the equipment being installed, the Lessee may have an inspection thereof made by a competent authority and if the equipment is proven not to be substantially in the condition required by this Lease, then the cost of such inspection shall be paid by the Lessor.

With advance notification, the 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, providing that the inspection does not serve to interrupt the Lessor's business in any way. The Lessee shall give the Lessor immediate notice of any attachment or other judicial process, which affects or may affect any item of equipment and shall whenever requested by the Lessor advise the Lessor of the exact location of equipment.
12. **TITLE** - Title to the equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the equipment, other than that of Lessee.

The Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances and shall give the Lessor immediate notice in case any of the equipment is levied upon or from any cause becomes liable to seizure.

The Lessee agrees to notify in writing the landlord of the premises where any article of equipment may be kept to the effect that such equipment is the property of the Lessor, and further agrees not to allow the equipment or its accessories to be pledged or encumbered by mortgage or otherwise.
13. **DEFAULT** - If the Lessee fails to make any payment when due, the Lessor shall be at liberty to enter and remove its equipment upon three days' notice in writing being given to the Lessee. The Lessee shall make available the equipment for return to the Lessor and should the Lessee not do so, then the Lessor shall be entitled to recover any reasonable cost that it may incur by way of legal proceedings or otherwise, including damages and loss of business, by reason of the Lessee's default in making available the equipment for return to the Lessor.
14. **INSURANCE** - The Lessee shall at the Lessee's own expense maintain liability, theft, fire, loss of rent, and any other insurances required to indemnify the Lessor against any loss to or of the Equipment to the extent of new replacement value at the date of replacement or cash equivalent, such insurance coverage to cover the interest of the Lessor in said equipment. Any payments made under that insurance policy shall be to the benefit of the Lessor. This insurance shall be kept in full force and effect from the time the Equipment is leased out to the Lessee or is shipped by the Lessor until the Lessee returns it to the Lessor during the Lessor's normal business hours with Lessor's acknowledgement. Lessee will, on demand, furnish Trinity Power Corporation with a Certificate of Insurance evidencing the applicable insurance coverage. Such certificate(s) shall include liability limits of not less than \$5,000,000 per occurrence, property replacement insurance to cover full replacement value of all rented equipment as outlined on the related quotation and shall be endorsed to include Trinity Power

Corporation as an additional insured with respect to liability and/or loss payee with respect to the Equipment that is being leased and provide that the applicable insurance policies may not be cancelled or materially modified except on thirty (30) days written notice to Trinity Power Corporation.

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 the said loss or damage.

15. **LESSOR'S PAYMENT** - In case of failure to procure or maintain said insurance or to pay said fees, assessments, charges and taxes for which Lessee is liable hereunder, all as hereintofore specified, Lessor shall have the right, but shall not be obligated, to effect such insurance or pay said fees, assessments, charges and taxes as the case may be. In that event, the cost thereof shall be re-payable to the Lessor with the next instalment of rent, and failure to repay the same shall carry with it the same consequence, including interest following 30 days thereafter at one and a half percent (1.5%) per month (eighteen percent (18%) per annum), as failure to pay any instalment of rent.
16. **INSTALLATION, CONNECTION, DISCONNECTION & REMOVAL** - The Lessee shall undertake all work, permits and inspections associated with the installation, connection, disconnection and removal of the Equipment at the Lessee's location, unless stated otherwise on the related quotation.
17. **FORCE MAJEURE** - Lessor shall incur no liability whatsoever for any delay or failure to deliver 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 whether or not known to Lessor at the time of completing of this agreement.
18. **INDEMNITY** - In consideration of the promises and as an inducement to the Lessor to enter into the Rental Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, except to the extent due to the negligence or wilful misconduct of Lessor or breach of this Agreement by Lessor, the Lessee hereby makes the following indemnity with and in favour of the Lessor:
  - a. The Lessee does hereby covenant and agree with the Lessor:
    - i. to make the due and punctual payment of all rent, moneys and charges expressed to be payable under the Rental Agreement during the period of the term contemplated by the Rental Agreement and any renewals thereof;
    - ii. to effect prompt and complete performance of all and singular the terms, covenants, conditions and provisions in the Rental Agreement contained on the part of the Lessee to be kept, observed and performed during the period of the term contemplated by the Rental Agreement and any renewals thereof; and
    - iii. to indemnify and save harmless the Lessor from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable outside solicitor's costs, arising out of, connected with or resulting from the Lessee's use of the Equipment.
  - b. No action or proceeding brought or instituted under this indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this indemnity by reason of any further default or defaults hereunder and/or in the performance and observance of the terms, covenants, conditions and provisions in the Rental Agreement.
  - c. No modification of this indemnity shall be effective unless the same be in writing and signed by the Lessee and the Lessor.

- d. All of the terms, agreements and conditions of this indemnity shall extend to and be binding upon the Lessee, its successors and assigns, and shall ensure to the benefit of and may be enforced by the Lessor, its successors and assigns.
  - e. Where required by the content hereof the singular shall include the plural, and the masculine gender shall include either the feminine or neuter genders, as the case may be, and vice versa.
19. **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 his 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 reasonable discretion have and may exercise any one or more of the remedies set forth in paragraph 21 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.
20. **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.
21. **OWNERSHIP** - The equipment is, and shall at all times be and remain, the sole and exclusive personal property of the Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.
22. **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.
23. **LIMIT OF LIABILITY** - The Lessor shall not be liable for any personal injuries (including death) to any person including the Lessee or any other loss or damage occurring either directly or indirectly or consequentially whether to the Equipment or any other property unless due to the negligence or misconduct of Lessor or breach of this Agreement by the Lessor.
24. **GOVERNING LAW** - This Agreement will be interpreted according to the laws of the Province of British Columbia.
25. **NOTICE** - Wherever the giving of a notice is required by this Lease, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the next juridical day after that on which the notice is mailed by registered post with mailing charges prepaid.
26. **NON-WAIVER** - Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.
27. **SEVERABILITY** - Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared that the intention of the parties hereto that this Agreement should have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

28. **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.
29. **SPECIAL CONDITIONS** - The terms of any Special Conditions as set out in the Agreement shall prevail whenever there may be any ambiguity or conflict with any of the foregoing General Conditions, but in all other respects, the General Conditions aforesaid shall otherwise govern the relationship of the parties hereto.
30. **LOSS DAMAGE WAIVER** - The Lessee is deemed to accept unless it provides proof of insurance coverage provided elsewhere by a certificate or binder of insurance. By paying the additional fee specified thereon, the Lessor will waive its claim against the Lessee under paragraph 14 of the General Conditions hereof for loss of or damage to the Equipment (except as set out in Waiver Exceptions below) for any amount in excess of the following:

<b>Insured Value</b>	<b>Deductible</b>
\$0-\$125,000	\$2,500
\$125,001 - \$250,000	\$5,000
\$250,001 - \$375,000	\$7,500
Greater than \$375,001	\$10,000

Waiver Exceptions: Notwithstanding the Lessee's acceptance of the Loss Damage Waiver, the Lessee will be liable for all resulting loss or damage to the Equipment and expense of the Lessor, to the extent it: (i) results from gross negligence of the Lessee which includes, but is not limited to, the use or operation of the Equipment in a reckless or abusive manner, or intentional damage to the Equipment by the Lessee or by Lessee's permission, or (ii) occurs under any of the following circumstances:

- A. Theft by employees of the Lessee or of people to whom the equipment is entrusted
  - B. Loss or damage due to declared or undeclared war or warlike action by a military force or governmental authority
  - C. Loss or damage due to terrorism that involves nuclear, pathogenic, poisonous biological or chemical materials
  - D. Loss or damage due to direct or indirect acts of terrorism
  - E. All loss or damage associated with Equipment being overloaded operated above rated capacity or if operating instructions are not followed.
  - F. Use of Equipment by unqualified operator. Lessee is to use properly trained operators.
  - G. Losses due to change of temperature, mechanical or electrical breakdown or for loss of power interruption including blackout.
31. **PROPERTY EXCLUDED** - This Coverage does not insure loss or damage to:
- a. waterborne vessels, other floating equipment, aircraft, licensed motor vehicles, trailers, semi-trailers, or similar conveyances;
  - b. property insured hereunder while located underground, or while operating over ice or muskeg, or after the property has become a permanent part of any structure;
  - c. Crane or Derrick Boom(s) while being operated unless directly caused by a specified cause of loss or overturning of the unit of which it is a part.
32. **PERILS EXCLUDED** - This Coverage does not insure loss or damage caused directly or indirectly
- a. by the perils stated in Section 7.B. of the Business Property Insurance - form no. 00317 and in the GENERAL EXCLUSIONS of the policy;
  - b. by the weight of the load exceeding the manufacturer's design capacity of any equipment;

- c. by breaking through ice or by sinking in muskeg.
33. **PERILS EXCLUDED** - This Insurance does not insure against loss or damage caused directly or indirectly:
- a. by centrifugal force, mechanical or electrical breakdown or derangement in or on the "premises" unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
  - b. by dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinking, evaporation, loss of weight, leakage of contents, exposure to light, contamination, change in colour or flavor or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage:
    - i. caused directly by a peril not otherwise excluded nor to theft or attempted thereat nor accident to transporting conveyance;
    - ii. to "Accounts Receivable", "Valuable Papers and Records", "Fine Arts", "Money" and "Securities" and Electronic Data Processing systems;
    - iii. to pipes caused by freezing;
  - c. by smoke from agricultural smudging or industrial operations;
  - d. by rodents, insects or vermin excepting:
    - i. any ensuing loss or ensuing damage which results directly from a "specified cause of loss";
    - ii. loss or damage to "Accounts Receivable" and "Money" and "Securities";
  - e. by delay, loss of market, or loss of use or occupancy;
  - f. by misappropriation, secretion, conversion, infidelity, any dishonest or criminal act on the part of the Insured or any other party or interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted), but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded;
  - g. by snowslide, landslide, subsidence or other earth movement, except for ensuing loss or ensuing damage which results directly from a "specified cause of loss";
  - h. by explosion (except with respect to explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the insured, unless fire ensues and then only for the loss or damage caused directly by such fire:
    - i. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under pressure;
    - ii. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
    - iii. other vessels and apparatus and pipes connected therewith while under pressure, or while in use or in operation provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimeters (24 inches) or less used for the heating and storage of hot water for domestic use or of pressurized fuel tanks used to propel gas powered automobiles or other vehicles;
    - iv. moving or rotating machinery or parts thereof;
    - v. any vessel and apparatus and pipes connected therewith while undergoing a pressure test but this exclusion does not apply to other property insured hereunder that has been damaged by such explosion;
    - vi. gas turbines;

- i. by settling, expansion, contraction, moving, shifting or cracking unless concurrently and directly caused by a peril not otherwise excluded;
- j. proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of building or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- k. by wear and tear, gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Insurance, resultant damage to the property is insured;
- l. by mysterious disappearance (excepting "Money" and "Securities") or shortage of "equipment" or "stock" disclosed on taking inventory;
- m. by loss or damage sustained to "equipment", "stock", "Fine Arts" or "Valuable Papers and Records" while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting, processing or servicing excepting ensuing loss or ensuing damage which results directly from a "specified cause of loss";
- n. by artificially generated electrical currents including arcing to electrical devices, appliances or wiring excepting ensuing loss or ensuing damage which results directly from a "specified of loss";
  - i. by disturbance or erasure of electronic recording by electric or magnetic injury except by lighting; but this exclusion does not apply to Electronic Data Processing systems (as may be insured by Section 20. of this Insurance).
- o. with respect to property insured in transit by inadequate packing, improper preparation for shipment, unexplained shortage or rough handling;

Nor does this Insurance insure against any loss, damage, cost or expense covered directly or indirectly by:

- i. Any failure, malfunction or inadequacy of any of the following:
  - a. electronic data processing equipment, or other equipment, including microprocessors (computer chips), integrated circuits, or switches, whether embedded therein or not part of any computer;
  - b. computer program, operating system, network, software, media or data;
  - c. memory storage system or device;
  - d. real time clock or date calculator;
  - e. other computerized or electronic equipment, components or devices, or related system or process; or
  - f. other products, services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above in (i) (a) through (i) (e) of this exclusion, to correctly read, recognize, interpret, or process:
    - i. any date, time or combined date/time data as the true calendar date or time; or
    - ii. any other data interpreted as date, time, or combined date/time data. Such failure, malfunction or inadequacy includes any error in original or modified data entry or programming.
    - iii. Any action undertaken by or for the Insured to determine, rectify or test for, any potential or actual failure, malfunction or inadequacy described in item (i) of this exclusion.

"Action" includes, but is not limited to advice, assessment, consultation, design, evaluation, inspection, installation, maintenance, remediation, repair, replacement or supervision.

However, if direct physical loss or damage, caused by a peril not otherwise excluded in this Insurance ensues, then this Insurance applies to such direct



physical loss or damage, but not including any cost or expense described in item

ii. of this exclusion.

q. by the perils stated in the GENERAL EXCLUSIONS of this Policy.

I have read and understand Trinity Power Systems "LOSS DAMAGE WAIVER" (LDW) and acknowledge the automatic charge on rentals for which the "LDW" is applicable:

\_\_\_\_\_  
"Lessee" Company Name

X: \_\_\_\_\_  
Signature "Lessee" & Indemnifier

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

X: \_\_\_\_\_  
SIGNATURE TRINITY POWER CORP. "LESSOR"