

EQUIPMENT RENTAL / LEASE AGREEMENT

This Agreement is entered into this [] day of [] 2014, by and between Enviro Solutions, a division of LST Industries, L.L.C., a Texas Corporation, the principal business of which is located at 7439 Hunters Land, San Antonio, Texas 78249 (hereinafter "ENVIRO SOLUTIONS") and _____ the principal business of which is located at: _____ (hereinafter the "Lessee").

WITNESSED:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties above named hereby agree as follows:

1. EQUIPMENT LEASE

- 1.1 ENVIRO SOLUTIONS does hereby agree to lease to the Lessee for a period of 2 months and the Lessee does hereby agree to hire from ENVIRO SOLUTIONS the following described equipment and service:
- 1.2 1.0m Komline-Sanderson Belt Press
- 1.3 Equipment leased under Paragraph 1.2 will be shipped from Enviro Solutions location 625 Humble Avenue, San Antonio, Texas 78225 to the Lessee's project site at _____. This agreement is for 3 months. If any extensions to this equipment Rental/Lease Agreement are made, the Lessee will give a written notification fifteen (15) day prior notice to Enviro Solutions.
- 1.4 Lessee shall be responsible for the transportation of the Equipment to the jobsite on or before _____, and shall be responsible for the removal of the Equipment at the end of the Lease Term, or any extensions thereof. ENVIRO SOLUTIONS can provide transportation services at cost +10%.
- 1.5 The Equipment shall not be removed by the Lessee from the above described job site without the express written consent of ENVIRO SOLUTIONS. At all reasonable times during the Lease Term the Equipment shall be made available to ENVIRO SOLUTIONS by Lessee for the purpose of inspection and ENVIRO SOLUTIONS or its authorized representative shall be given reasonable access to Lessee's jobsite to conduct such inspection.

2. RESPONSIBILITIES OF THE LESSEE

- 2.1 During the term of this Agreement or any extension hereof, Lessee shall be responsible for and pay the cost of all necessary repairs, maintenance and replacement of parts as required to correct any and all damage to the Equipment occurring during the Lease Term; provided, however, that all repairs and part replacement be performed by Lessee using same form, fit, and functioning replacement parts for major components, with the prior approval of ENVIRO SOLUTIONS. Lessee shall, at its cost and expense, keep the Equipment in good repair, properly lubricated, and properly housed.

- 2.2 Lessee shall allow only qualified and duly trained operators to use and/or operate and/or maintain and/or repair the Equipment. Lessee shall at all times use the Equipment in a careful and prudent manner.
- 2.3 Lessee shall return the Equipment to ENVIRO SOLUTIONS at Lessee's cost to in the same condition as received from ENVIRO SOLUTIONS excluding normal wear and tear.
- 2.4 Lessee shall sign, in acknowledgement, an inventory listing delivered with the unit and itemizing equipment, spare parts and accessories.
- 2.5 Lessee shall provide all utilities, chemicals and other supplies in connection with the use of the Equipment.
- 2.6 Lessee shall provide sufficient winterization equipment and facilities to insure operability and protection of the Equipment.
- 2.7 Lessee shall not make any modifications to the Equipment without the express written permission of ENVIRO SOLUTIONS.
- 2.8 Lessee agrees to comply with all municipal, state and federal laws relating to the operation of the Equipment.

3. LEASE RENT

- 3.1 Lessee shall pay to ENVIRO SOLUTIONS the sum of \$4,500.00 (Four Thousand Five Hundred Dollars) per month as, and for the rental of the Equipment. A month constitutes thirty calendar days. This rental rate is based on a minimum three (3) month rental period.
- 3.2 The unit will be shipped in operating condition.

MOBILIZATION AND DEMOBILIZATION

- 3.3 In addition to all other fees enumerated in this Agreement, Lessee agrees to pay to ENVIRO SOLUTIONS transportation of the unit (both ways) or provide this service directly. This is considered a bare rental. ENVIRO SOLUTIONS. If Lessee desires "turn key" installation services, or subsequent service and or operational resources, these services will be provided at the following rates or at a negotiated fixed cost to be supplied upon request ...

3.3.1 Equipment transportation	Cost plus 10% (or provided directly by Lessee)
3.3.2 Technician transportation	Cost plus 10%
3.3.3 Technician	\$62.00 per hour, per man
3.3.4 Technician Per Diem	\$140.00 per man, per day
3.3.5 Any additional equipment	Cost plus 10%
3.3.6 Polymer	Available separately on a per pound basis from Enviro Solutions

4. PAYMENTS

- 4.1 ENVIRO SOLUTIONS shall invoice Lessee monthly for the use of the Equipment. All payments shall be made by Lessee to Enviro Solutions, 7439 Hunters Land, San Antonio, Texas 78249 payable in U.S. Dollars. Payment terms are net 15 days from invoice date.
- 4.2 In the event that any payment is not received when due, interest shall accrue on the amount overdue at the lesser of twelve percent (12%) per annum, or the highest interest rate chargeable under the laws of the State of Texas for such transactions. Late payments will not apply to the purchase of the equipment.
- 4.3 Interest on unpaid balance shall be simple interest, and shall accrue only on the unpaid principal balance due and owing. Interest shall accrue from the due date on all late payments.
- 4.4 Lessee shall communicate in writing to ENVIRO SOLUTIONS any invoice errors, discrepancies or disputes within ten (10) days of the invoice date. If such communication is not so made, the invoice will be deemed to be approved and Lessee shall forever waive any error, discrepancy or dispute of which it was aware or through due diligence could have become aware.

5. TAXES

- 5.1 ENVIRO SOLUTIONS shall be responsible for the payment of the following taxes associated with the services to be performed:

- 1) Taxes directly associated with the employment of ENVIRO SOLUTIONS's employees, including but not limited to, employer's FICA contribution, Workman's Compensation Insurance, Unemployment Insurance, and FUTA;
- 2) Local and Federal income taxes based on net profit to ENVIRO SOLUTIONS.

- 5.2 Payment of any tax, fee or other charge levied by a governmental authority by this Agreement shall be the responsibility of Lessee.

SALES TAX

- 5.3 The fees and lease rents provided for in this Agreement are exclusive of state sales taxes, use taxes, gross receipt taxes, or other similar taxes, payments of which shall be an additional responsibility of Lessee.

6. OWNERSHIP OF EQUIPMENT

- 6.1 In the event of a default on the part of Lessee in the payment of any monies due and owing ENVIRO SOLUTIONS, ENVIRO SOLUTIONS shall have the right, and Lessee hereby does grant ENVIRO SOLUTIONS the right, to enter onto any land upon which the Equipment is being housed, and to remove the Equipment without first resorting to the process of law. This grant of authority shall be irrevocable by Lessee until all the Equipment is returned to ENVIRO SOLUTIONS, or purchase price is paid in full per this agreement.

7. INSURANCE & LIABILITY

7.1 LESSEE ASSUMES ALL RISKS, and will pay all cost and expenses of any character, arising from the use, possession, or maintenance of the Equipment, and agrees to indemnify and save harmless ENVIRO SOLUTIONS from and against all loss or damage of claims for loss or damage (including attorney's fees) for injury to , or death of persons or property, including loss of use, caused by said Equipment, or arising out of the use, possession or maintenance of the Equipment, and give ENVIRO SOLUTIONS immediate written notice of any such loss or damage, or loss of possession of the Equipment occasioned by any cause whatsoever. ENVIRO SOLUTIONS is not responsible for work days lost due to mechanical problems encountered with the process equipment.

7.2 Lessee shall, at its own expense, maintain insurance coverage as follows:

- a) Workman's compensation insurance and such other employee insurance as shall be required by applicable state and federal laws for each of Lessee's employees associated with the Equipment or the use thereof.
- b) Comprehensive general liability insurance with an aggregate total amount not less than \$1,000,000.00 and combined single occurrence limits for bodily injury and/or property damage not less than \$500,000.00. ENVIRO SOLUTIONS shall be given proof of said policy.
- c) Property damage and loss insurance for the Equipment for the complete replacement value of the Equipment (\$200,000.00 USD).
- d) Lessee shall provide ENVIRO SOLUTIONS with proof of such insurance prior to mobilization of the Equipment.

8. WASTE AND HAZARDS

8.1 Lessee shall immediately inform ENVIRO SOLUTIONS of any special hazard risks involved in the excavation, processing and/or removal of the waste to be processed by the Equipment of which Lessee is aware or shall become aware.

9. WARRANTIES

- 9.1 ENVIRO SOLUTIONS warrants that the Equipment will be in good working order at the time of delivery to Lessee.
- 9.2 ENVIRO SOLUTIONS makes no warranty or representation, expressed or implied, (including the implied warranty of merchantability and fitness) as to appropriateness of the Equipment for any task or that the Equipment is appropriate for any given use to which Lessee may put the Equipment.

10. INDEMNIFICATION

- 10.1 Lessee shall indemnify and hold harmless ENVIRO SOLUTIONS its officers, employees, and agents, against all claims, liabilities, losses, damages and expenses, of every character and kind whatsoever, for property damage, bodily injury, sickness and/or disease to the extent arising from either the negligence of Lessee or willful misconduct of Lessee.
- 10.2 Lessee shall indemnify and hold harmless ENVIRO SOLUTIONS, its officers, employees, and agents, against all claims, liabilities, losses, damages and expenses, of every character and kind whatsoever, for property damage, bodily injury, sickness and/or disease, including death, sustained by any person or entity, if such claim, liability, loss, damage or expense arises out of, or is in any way connected with, the services to be performed under this agreement, if the loss, damage, injury, sickness or disease results in whole from either the negligence of or willful misconduct of Lessee.

11. FORCE MAJEURE

- 11.1 Neither party shall be liable under this Agreement for delays or other non-performance (except for the payment of money for services already rendered) caused by any unusual occurrence beyond the party's reasonable control, including, but not limited to, war, fire, strikes, other labor troubles, unforeseeable breakage of equipment, accidents beyond the control of either party, acts of God, delays of common carriers, and unforeseeable actions of governmental authority, laws, rules and/or regulations.

This Agreement shall be deemed to be a contract, made under the laws of the State of Texas, and shall for all purposes be construed and enforced in accordance with the laws of said State. The undersigned guarantees payment for all indebtedness incurred by the above applicant.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

Enviro Solutions, a division of LST Industries, L.L.C.

"Lessee"

By: Thomas Lekander

By:

Signature: _____

Title: General Manager

Signature: _____

Title: _____

Date: _____

Date: _____