

# EQUIPMENT RENTAL MASTER LEASE AGREEMENT

## STANDARD TERMS AND CONDITIONS

These terms and conditions shall take precedence over any terms and conditions which appear in Lessee's Purchase Order or in any documents incorporated by reference in Lessee's Purchase Order. Additional or inconsistent terms and conditions of Lessee's Purchase Order are applicable only upon the Lessor's written acceptance thereof.

### 1. RENTAL PERIOD AND OPTION REVIEW

The term of this Lease shall be as set forth in Section III. Start Date is the date the equipment is consigned to a carrier for shipment to Lessee. Lessor grants to Lessee an option to renew this Lease for additional two terms under the same terms and conditions as set forth in this Lease. Lessee's written notice of its desire to exercise its option to renew the Lease shall be delivered to Lessor at least fourteen (14) days before the expiration of this Lease or the expiration of the first renewal option, as the case may be.

### 2. RENT

The rent for the equipment leased shall be as provided for in Section IV. Rent shall not be pro-rated for any cause or reason except as herein specifically provided. Rent is due in advance on a monthly basis during the Lease term. FOR EXAMPLE, if the term is for three months and the Start Date is May 14th, rent will be due on May 14th, June 14th and July 14th. If any payment of rent is received more than five (5) days after the due date, Lessee will pay, as an additional late service and/or overhead charge, but not as interest, on amounts not paid when due, an amount equal to five percent (5%) of any such unpaid amount. Such late payment shall bear interest from the date that payment is due at the rate of 9.0% per annum

### 3. TAXES

Rent does not include federal, state or local taxes, including without limitation, sales, use or excise taxes now or hereafter enacted, applicable to the products leased in this transaction. All taxes may, in Lessor's discretion, be added by Lessor to the rental price or billed separately. All taxes shall be paid by Lessee unless Lessee provides Lessor with the appropriate and necessary tax exemption certificate. Lessee shall pay when due or reimburse Lessor, on a net after-tax basis, and shall indemnify and defend Lessor against all fees, assessments and sales, use, property, excise and other taxes and governmental charges, including, without limitation, interest and penalty by any government exclusive of any taxes based on the net income of Lessor.

### 4. DELIVERY

Lessor will cause to be delivered, at its expense, the equipment to the jobsite designated in Section II. Alternatively, Lessee may designate or provide a carrier to pick up the equipment from Lessor, provided Lessee provides a certificate of insurance in an amount equal to or greater than the Stipulated Equipment Loss Value naming Lessor as the loss payee. Risk of loss during delivery shall be on Lessor unless Lessee designates or provides the carrier, in which case risk of loss during delivery shall be on Lessee.

### 5. INSPECTION AND ACCEPTANCE BY LESSEE

Lessee shall inspect the equipment within five (5) days after delivery. Lessee shall notify Lessor in writing within that period of any defects or other objections to the equipment. If Lessor receives no written notice of defects or objections within that period, Lessee will be conclusively presumed to have accepted the equipment in good condition and repair. OR Lessee shall inspect the equipment at Lessor's warehouse, in which case Lessee shall provide written notice of defects or conditions prior to shipment or Lessee will be conclusively presumed to have accepted the equipment in good condition and repair.

### 6. START-UP

Start-up of unit(s) shall be provided by Lessor either with Lessor's direct labor or by Lessor-hired subcontractor, at the minimum cost set forth in Section IV or Lessee may assume responsibility for such start-up as set forth in Section IV. The minimum cost set forth in Section IV is based on the number of days set forth in Section IV. If the time required to complete the start-up exceeds the number of days set forth in Section IV, the start-up costs for each additional day will be as set forth on Schedule C attached hereto.

### 7. INSTALLATION

Lessee, at its own cost, shall be solely responsible for the installation and interconnection of the equipment with its existing facilities and for the supply of all utilities and permits required for installation and operation of the equipment ("installation"). If Lessee desires Lessor to install the equipment, and if Lessor agrees to install the equipment, Lessor and Lessee shall execute Schedule D, Equipment to Be Installed By Lessor, attached hereto.

### 8. WATERSIDE SCALE AND CORROSION

Lessee shall maintain sufficient and adequate boiler feedwater treatment and chemical control to prevent the formation of waterside scale and/or corrosion. Such treatment and control methods must be approved by Lessor in writing, which may, at its sole discretion, furnish and supply treatment and engineering services for prevention of scale, all costs of which are to be paid by Lessee. Lessor at its sole discretion shall have the right to inspect the equipment for scale and/or corrosion and if removal is necessary, as determined by Lessor in its sole discretion, removal shall be performed by Lessee with the approval of Lessor and all costs of which are to be paid by Lessee. Lessee shall be responsible for the disconnection of the equipment from its facilities and preparation of the equipment for the removal of scale. Rent shall continue to be payable notwithstanding Lessor's exercise of its rights hereunder.

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### 9. USE AND MAINTENANCE OF EQUIPMENT

Lessee at all times shall cause the equipment to be operated strictly in accordance with the manufacturer's and Lessor's instructions and manuals and standard industry practice, by competent, qualified, and licensed (as applicable) personnel and in strict compliance with all governmental requirements. Lessee shall keep the equipment in good repair and operating condition, allowing only for reasonable wear and tear. Lessee shall pay all expenses of operating, maintaining and repairing the equipment. In the event that the equipment is stored outdoors, Lessee shall provide adequate protection from the elements. All repairs or alterations shall be made in strict accordance with Lessor's instructions (as applicable); ASME, National Board, State and City Codes governing fired pressure vessels. Lessee assumes all risks of whatever nature associated with the use and operation of the equipment during the period of the Lease.

Lessee shall indemnify Lessor against all claims losses, actions, costs, damages and liabilities of any nature whatsoever, including but not limited to negligence, tort and strict liability, including attorney's fees, arising out of, relating to, resulting from the Lessee's use and/or transportation of the equipment, by Lessee during the term of the Lease. The indemnities hereunder shall continue in full force and effect notwithstanding the expiration of the Lease.

To the extent Lessor service personnel or technicians provide advice and consultation to Lessee for any matter, including, but not limited to the suitability of the equipment for Lessor's use and/or the operation of the equipment, it shall be for information only, shall not constitute operation of the equipment, shall not alter Lessee's obligations hereunder in any way whatsoever, and shall not operate to create Lessor's liability for direct, indirect, consequential or punitive damages

### 10. SURRENDER OF EQUIPMENT AT END OF LEASE

Lessee agrees on expiration of this Lease to disconnect the equipment unless Lessor has agreed to do so in Section VI. Lessee agrees to deliver at Lessee's sole expense the equipment in good condition and free of encumbrances to the equipment's origin or to any other location that Lessor may designate without increasing the cost of delivery.

### 11. TITLE

Title to the equipment shall remain in Lessor at all times during the term of the Lease. Lessee shall not remove from the equipment any serial number, model, name or other indicia of ownership. Lessee shall give Lessor immediate written notice of any claim, levy, lien or other legal process issued against the equipment. Lessee further agrees to cooperate with Lessor and take whatever action may be necessary at Lessee's sole expense to allow Lessor to file or record this Lease in such offices as may be necessary in order to protect Lessor's interests in the equipment.

### 12. MARKING OF EQUIPMENT

Lessor has marked and identified the equipment as property of Lessor. Lessee shall not remove such markings and shall not permit the name of any person, association or corporation other than Lessor to be placed on the equipment as a designation that might be interpreted as a claim of ownership or security interest.

### 13. PERSONAL PROPERTY

Lessee shall not permit the equipment to become attached or affixed to real property or otherwise to become a fixture, and even if the equipment shall become attached or affixed to real property in violation of this Lease, the parties intend that the equipment shall at all times be deemed to be personal property.

### 14. RISK OF LOSS; INSURANCE

Once the equipment is delivered by Lessor to Lessee, risk of loss of, damage to, or destruction of the equipment or any part thereof shall at all times during the period of this Lease be on Lessee and no such loss, damage, or destruction will release Lessee from its obligations under the Lease. Notwithstanding the preceding sentence, if the equipment is shipped via a carrier chosen or provided by Lessee, risk of loss passes to Lessee at the time Lessor delivers the equipment to said chosen or provided carrier and Lessee's obligation to insure the equipment starts at that time. Lessee shall obtain and maintain at all times on the equipment, at Lessee's sole expense, physical damage and liability (including, without limitation, bodily injury and property) insurance in the amounts, against the risks, in the form, amount and with the insurers that shall be satisfactory to Lessor.

Each physical damage insurance policy shall name Lessor as loss payee as its interest may appear and each liability insurance policy shall name Lessor as an additional insured. Upon execution of this Lease and at any time thereafter as requested by Lessor, Lessee shall immediately deliver to Lessor evidence acceptable to Lessor at Lessor's sole discretion that all policies referred to herein have been obtained and subsequently renewed throughout the term of the Lease. Lessor, however, shall be under no duty or obligation to ascertain the existence or adequacy of the insurance. In the event that Lessee fails to provide evidence of insurance acceptable to Lessor, Lessor shall have no obligation to make delivery of the equipment. Applicable insurance proceeds received by Lessor may, at Lessor's sole discretion, be applied towards repair or replacement of the equipment or towards payment of Lessee's unpaid obligations under the Lessee.

In the event that Lessee fails to obtain and/or maintain insurance as required by Lessor, Lessor may obtain such insurance, the cost of which plus an additional fifteen (15%) percent which will be the sole responsibility of Lessee.

In the event of any damage or loss to the equipment (or any part thereof) and irrespective of payment from any insurance coverage maintained by the Lessee, but applying full credit thereof, Lessee shall at the option of Lessor (a) place the equipment in as good repair, condition and working order as when received by Lessee or (b) if the cost to place in as good repair, condition and working order as when received by the Lessee exceeds one-half of the amount allocated in Section IV to the boiler(s), pay the Total Stipulated Loss Value to Lessor.

### 15. DAMAGE TO EQUIPMENT

If Lessee damages the equipment during the term of the Lease, Lessee shall remain liable as direct damages for rent after the term of this Lease at the daily rate under the Lease for each day that the equipment is undergoing repair and is unavailable for

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rental by Lessor after the term of this Lease. In the event that the equipment is destroyed during the period of the Lease, Lessee shall be liable for its Stipulated Equipment Loss Value.

In the event of any damage or loss to the equipment ( or any part thereof ) and irrespective of payment from any insurance coverage maintained by the Lessee, but applying full credit thereof, Lessee shall at the option of Lessor (a) place the equipment in as good repair, condition and working order as when received by Lessee or (b) if the cost to place the equipment in as good repair, condition and working order as when received by the Lessee exceeds one-half of the amount allocated in Section IV to the boiler, pay the Stipulated Equipment Loss Value to Lessor.

### 16. NO REMOVAL OF EQUIPMENT; FREE FROM LIENS

Without Lessor's prior written consent, Lessee shall not remove the equipment from Lessee's place of business or permit it to be removed from Lessee's possession. Lessee shall keep the machine free of all taxes, claims, liens, and encumbrances.

### 17. ASSIGNMENT

Without Lessor's prior written consent, Lessee shall not transfer, assign or otherwise dispose of this Lease or any interest created by this Lease or transfer, sublet or otherwise dispose of the equipment or any interest in the equipment, or permit the equipment to be used by anyone other than the Lessee, or make any material change or modification in the equipment, or make any addition to the equipment. Lessor at its sole discretion shall have the right to demand adequate assurances of financial ability to perform from Lessee, its assigns, (should Lessor consent to an assignment) or its successors in interest. Lessor may assign or transfer this Lease or any Schedule or Lessor's interest in the Equipment without notice to Lessee. Lessee acknowledges any assignment by Lessor shall not change Lessee's duties or obligations under this Lease and Lessor agrees such assignment will not increase the burdens or rights imposed on Lessee. Lessee agrees that on notice of such assignment, it will pay all rent and other sums due under the Lease to such assignee.

### 18. DEFAULT

The occurrence of any of the following shall constitute a default under this Lease:

- (a) Lessee fails to pay when due any obligation under this Lease, by acceleration or otherwise, or otherwise breaches any provision in this Lease and that failure or breach continues for five (5) days;
- (b) Lessee fails to pay when due any obligation under this Lease, by acceleration or otherwise, or otherwise breaches any provision in this Lease and that failure or breach continues for five (5) days;
- (c) Lessee fails to obtain Owner or Contractor consent when required by this Lease;
- (d) Lessee fails to secure or maintain insurance as required by Lessor and this Lease or fails to repair or replace any equipment that suffers any uninsured damage, loss, theft or destruction;
- (e) Lessee fails to maintain, operate or return the equipment as provided by this Lease;
- (f) Lessee fails to discharge its obligations under any assignment of this Lease by Lessor;
- (g) Lessee fails to observe or perform any other covenant, condition or agreement to be performed or observed by it hereunder and such failure continues for five (5) days;
- (h) Any warranty or representation of Lessee contained in this any Lease proves to be false or incorrect at any time;
- (i) Lessee becomes insolvent, ceases to do business as a going concern, or becomes unable to pay its debts generally as they become due; or a petition for relief under bankruptcy or insolvency laws or for reorganization is filed by or against Lessee; or Lessee makes an assignment for benefit of creditors or a receiver or liquidator is appointed for Lessee, or any court of competent jurisdiction orders the winding up or liquidation of the affairs of Lessee;
- (j) The equipment is encumbered, levied upon, confiscated, condemned, seized, or attached;
- (k) Whenever the Lessor believes the prospect for payment or performance under this Lease or under any agreement with Lessee is impaired or Lessor believes the equipment is insecure;
- (l) Lessee is in default under any other agreement at any time executed with Lessor.

### 19. REMEDIES

Upon the occurrence of any event of default and at any time thereafter, Lessor may, with or without cancelling this Lease, in its sole discretion, do any one or more of the following:

- (a) Lessor may declare to be immediately due and payable to Lessor as direct damages, and not as a penalty, all rents due and to become due under the Lease (including any renewal options) plus all other amounts (including, without limitation, late charges and attorney fees) due under the Lease, all without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are expressly waived by Lessee.
- (b) Lessor may recover the Stipulated Equipment Loss Value of the equipment as of the rent payment date immediately preceding Lessee's date of default plus interest on said Stipulated Equipment Loss Value at the rate of eighteen percent (18%) per annum until paid and all commercially reasonable costs and expenses incurred by Lessor in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the equipment, including reasonable attorneys' fees and costs incurred in connection therewith or otherwise resulting or arising from Lessee's default plus any indemnity, if then determinable, plus interest at the rate of eighteen percent (18%) per annum.
- (c) Lessor may, in its sole discretion, re-lease or sell any or all of the equipment at a public or private sale on such terms and notice as Lessor shall deem reasonable (such sale may, at Lessor's sole option, be conducted at Lessee's premises), and recover from Lessee damages, not as a penalty, but herein liquidated for all purposes and in an amount equal to the sum of (i) any accrued and unpaid rent as of the later of (A) the date of default or (B) the date that Lessor has obtained possession of the equipment or such other date as Lessee has made an effective tender of possession of the equipment back to Lessor ("Default Date"), plus interest at the rate of eighteen percent (18%) per annum; (ii) the present value of all future rentals reserved in the Lease and contracted to be paid over the unexpired term of the Lease discounted at a rate equal to the discount rate of the Federal Reserve Bank of Philadelphia as of the Default Date plus interest on said sum at the rate of eighteen percent (18%) per annum until paid; (iii) all commercially reasonable costs and expenses incurred by Lessor in any repossession, recovery,

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storage, repair, sale, release or other disposition of the equipment including reasonable attorneys' fees and costs incurred in connection with or otherwise resulting from the Lessee's default; (iv) present value of the Stipulated Equipment Loss Value discounted at a rate equal to the discount rate of the Federal Reserve Bank of Philadelphia as of the date of Default; and (v) any indemnity, if then determinable, plus interest at eighteen percent (18%) per annum, LESS the amount received by Lessor upon such public or private sale or re-lease of such items of equipment, if any.

(d)Lessor may enter the premises where the equipment is located and take immediate possession of and remove the equipment without process or notice; all without liability to Lessee, whether for the restoration of damage to any property caused by the taking or otherwise, for or by reason of the entry or taking of possession or otherwise. Lessor may require Lessee at Lessee's sole expense to assemble the equipment and to return it, fully insured against all risks, to a place that Lessor designates.

(e)Lessor is further entitled to pursue any other remedy which may be available to it under the Uniform Commercial Code or any other applicable law or any combination of remedies legally, or equitably, available.

Lessee shall pay all expenses incurred by Lessor in exercising its remedies under this Lease, including, without limitation, costs of collection and repossession and attorney's fees.

Lessor's acceptance of payment or performance after it is due shall not constitute waiver of any default. Lessor's remedies are cumulative and not alternative. No exercise or partial exercise of any remedy shall preclude exercise of any other remedy or of the remainder of any partially exercised remedy.

### 20. SECURITY DEPOSIT

Lessee has paid to Lessor the security deposit in the amount set forth in Section IV. Lessor, at any time without prejudice to any other rights under the Lease and without requiring the consent of the Lessee, may use this deposit at Lessor's sole discretion (1) to apply and offset such deposit against any monies owed by Lessee, whether or not a default has occurred (2) to make good any arrears of rent or any liability owned by Lessee to Lessor. The deposit is not an advance payment of rent or a measure of Lessor's damages in case of default by Lessee.

### 21. TERMINATION OF LEASE

When Lessor takes possession of the equipment, pursuant to the provisions of default, this Lease shall terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this Lease.

### 22. LESSEE REPRESENTATIONS

If Lessee is a corporation, a partnership, or a limited liability company, Lessee represents and warrants that:

#### (a)Corporate Lessee

If Lessee is a corporation, it is duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, duly qualified to do business in each jurisdiction where any Equipment is or is to be, located, and has full corporate power and authority to hold property under lease and to enter into and perform its obligations under this Lease; the execution, delivery and performance by Lessee of this Lease have been duly authorized by all necessary corporate action on the part of Lessee, and are not inconsistent with its Certificate of Incorporation or By-Laws.

#### (b)Partnership Lessee

If Lessee is a partnership, any of the general partners, acting alone, has full power and authority to (i) lease such items of personal property upon such terms as may seem advisable to such partner; (ii) execute and deliver, to Lessor, guaranties of the obligation or liability of others, including general continuing guaranties; and (iii) execute and deliver any lease document or guaranties, or give agreements of any type of evidence thereof. The partnership hereby certifies that: Lessor shall be entitled to act in reliance upon the matters herein contained, notwithstanding anything contained in the partnership agreement of said partnership or any other agreement or document; and the partnership has filed and published, as provided by law, its Fictitious Business Name Certificate.

#### (c)Limited Liability Company Lessee

If Lessee is a limited liability company, its is duly organized and validly existing and in good standing under the laws of the jurisdiction of its formation, duly qualified to do business in each jurisdiction where any Equipment is, or is to be, located, and has full power and authority to hold property under lease and to enter into and perform its obligations under this Lease. The execution, delivery and performance by Lessee of this Lease has been duly authorized by all necessary company action on part of the Lessee, and are not inconsistent with its Articles of Organization or Operating Agreement.

#### (d)No Violations; Lease Valid and Binding

The execution, delivery and performance by Lessee of this Lease do not violate any law or governmental rule, regulation, or order applicable to Lessee, do not and will not contravene any provision, or constitute a default under, any indenture, mortgage, contract, or other instrument to which it is bound, and, upon execution and delivery hereof, will constitute a legal, valid and binding agreement of Lessee, enforceable in accordance with its terms.

#### (e)No Governmental Authority Required

No action, including, any permits or consents, in respect of or by any state, federal or other governmental authority or agency is required with respect to the execution, delivery, and performance by Lessee of this Lease.

### 23. WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY

In no event shall Lessor be liable to Lessee, or any third party, under any circumstances whatsoever, whether in contract, tort, strict liability, negligence, warranty or claim of any type whatsoever and regardless of whether arising before, during or after the Lease, for punitive damages or for consequential, incidental, indirect, exemplary or punitive damages, including, without limitation, loss of use, loss of sales, loss of production, loss of profits or revenue, loss of business opportunity, interest charges, or cost of capital. In no event shall Lessor be liable to Lessee, under any circumstances whatsoever, whether in contract, tort,

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strict liability, fraud, negligence, warranty or claim of any type whatsoever and regardless of whether arising before, during or after the Lease, for any amounts of whatever nature in excess of amounts paid to Lessor by Lessee under this Lease. In the event that the term of this Lease exceeds one year, then Lessor's maximum liability to Lessee under any circumstance, whatsoever, whether in contract, tort, strict liability, fraud, negligence, warranty or claim of any type whatsoever and regardless of whether arising before, during or after the Lease, shall not exceed the amounts paid by Lessee to Lessor during the first year of the Lease.

### 24. NO WARRANTIES

Except as provided in Schedule E, Limited Warranty (if Schedule E is attached to this Lease), Lessor neither makes nor shall be deemed to have made any warranty or representation, express or implied, concerning the equipment, including, without limitation, any warranty or representation as to design, quality, or condition of the equipment, or as to the merchantability or fitness of the equipment for any particular purpose or to any other matter relating to the equipment. Lessee agrees that the equipment is of a size, design and capacity selected by Lessee and that Lessee is satisfied for its purposes and that Lessor has made no representation or warranty with respect to the suitability or durability of the equipment for the purposes of uses of Lessee, or any other representation or warranty, express or implied with respect thereto. Lessee hereby agrees to waive and make no claim for breach of warranty arising from any cause whatsoever.

### 25. WAIVER OF JURY TRIAL

The parties expressly agree that all disputes, claims, and counterclaims relating to or arising from this Lease shall be litigated or otherwise resolved without a jury. The parties expressly, voluntarily, and unequivocally waive any right they may have to a jury trial in connection with all disputes, claims, and counterclaims relating to or arising from this Lease.

### 26. OWNER OF CONTRACTOR CONSENT

In the event that Lessee is utilizing the equipment on premises owned by others, Lessee shall obtain the written consent and acknowledgment of the owner ("Owner") of such premises to the terms of this Lease and further the written agreement of the Owner to be bound by the terms of this Lease to the extent its interests may appear. In the event that Lessee is utilizing the equipment in connection with a separate contract, Lessee shall obtain the written consent and acknowledgment of the contractor ("Contractor") to the terms of this Lease and further the written agreement of the Contractor to be bound by the terms of this Lease to the extent its interest may appear. Payment by Owner or Contractor to Lessee of any sums due Lessee shall not constitute a defense to an exercise of Lessor's rights hereunder.

### 27. NO SET-OFF BY LESSEE

Lessee's obligations to pay all rent and other amounts due under this Lease is absolute and unconditional under all circumstances whatsoever and shall not be subject to any set-off or reduction for any reason whatsoever.

### 28. LEASE AS ENTIRE AGREEMENT; SEVERABILITY

This Lease, including the Standard Terms and Conditions and Schedules, embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Lease or by other written agreement between the parties. If any provision of the Lease is invalid, it shall be considered deleted from the Lease and shall not invalidate the provisions of the Lease.

### 29. EFFECT

This Lease shall inure to the benefit of and be binding on Lessee, Lessor and their respective legal and personal representatives, administrators, successors, agents, and permitted assigns.

### 30. ATTORNEY'S FEES

Lessee shall reimburse Lessor for all charges, costs, expenses and attorneys' fees incurred by Lessor: (a) in defending or protecting its interests in the Equipment; (b) in the execution, delivery, administration, amendment and enforcement of this Lease or the collection of any installment of rent under this Lease; and (c) in any lawsuit or other legal proceeding to which this Lease gives rise, including, but not limited to, actions in tort.

### 31. GOVERNING LAW AND VENUE

This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law. The place of execution of this Lease is Lessor's principal place of business which in addition is the place where payments due hereunder shall become due. Lessee expressly consents to the exclusive personal and subject matter jurisdiction of the State and/or federal courts in the State of New Jersey for all lawsuits arising out of or related to this Lease.

### 32. NOTICES

All notices under this Lease must be in writing and shall be delivered to the address set forth in Section VII to the attention of the representative of the Lessor or Lessee, as the case may be, who signed this Lease at Section VII. Notice shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); (b) sent by fax to the fax number set forth in Section VII (with written confirmation of receipt), provided that a copy is mailed by registered mail; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested). Requirements of written notice may not be waived and such written notices are a condition precedent to the exercise of all rights and remedies under this Lease.

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**33. INSPECTION BY LESSOR**

The Lessor shall have the right at any time during the term of the Lease to enter the premises occupied by the equipment and shall be given free access to the premises and afforded necessary facilities for the purposes of inspection. Lessee agrees to obtain the consent of any third parties as applicable to the exercise by Lessor of its rights hereunder.

**34. EFFECT OF WAIVER**

No delay or omission to exercise any right, power or remedy of Lessor on any breach or default by Lessee shall impair any such right, power or remedy of Lessor, nor shall it be construed to be a waiver of any such breach or default. No waiver by Lessor of a single breach or default by Lessee shall be deemed to be a waiver of any other breach or default. Any waiver or consent or approval of Lessor of any breach or default or any waiver on the part of Lessor of any term or condition of this Lease must be in writing and shall be effective only to the extent set forth in the writing. All remedies, either under this Lease or by law or equity, or otherwise provided to Lessor, shall be cumulative and not alternative.

**35. EXECUTION OF THIS LEASE**

This Lease is not binding on Lessor until executed by an authorized official of Lessor and until receipt and acceptance of the initial monthly rental provided for under the Lease. Lessee's performance hereunder prior to its signature shall constitute its binding agreement to all the terms and conditions of this Lease. Signatures required hereunder shall include electronic versions of the originals.

END OF STANDARD TERMS AND CONDITIONS