

**TARPON ENERGY SERVICES LTD.
Equipment Rental Agreement**

WHEREAS Tarpon wishes to rent the Equipment to the Customer and the Customer wishes to rent the Equipment from Tarpon upon and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the premises, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

Section 1.01 In this Agreement:

- (a) "Agreement" means this Equipment Rental Agreement dated as of the date first written above between Tarpon and the Customer, including the recitals and schedules hereto;
- (b) "Customer" means the party entering into this Agreement with Tarpon as evidenced by its signature on page 10 hereof;
- (c) "Delivery Slip" means the document used by Tarpon from time to time and attached as Schedule "B" hereto setting out the particulars of each order of Equipment subject to this Agreement;
- (d) "Equipment" means all apparatus, machinery, technology, tools and ancillary services provided by Tarpon to the Customer pursuant to this Agreement;
- (e) "Quotation" means the document used by Tarpon from time to time and attached as Schedule "A" hereto setting out the particulars of each order of Equipment subject to this Agreement; and
- (f) "Tarpon" means Tarpon Energy Services Ltd..

Section 1.02 Effect of this Agreement:

- (a) This Agreement applies to all Equipment provided by Tarpon to the Customer at any time whatsoever;
- (b) The process for entering into this Agreement shall be as follows:
 - (i) Upon request by the Customer, Tarpon shall provide to the Customer a Quotation describing the Equipment to be provided to the Customer, including the quantity and Rental Fees and all other particulars;
 - (ii) Upon receipt of a Quotation, the Customer shall confirm its order to Tarpon by signing and returning the applicable Quotation to Tarpon;
 - (iii) Upon receipt of a Quotation signed by the Customer, Tarpon shall deliver the Equipment with a Delivery Slip to the Point of Delivery;
 - (iv) Upon receipt of the Equipment at the Point of Delivery, the Customer shall inspect the Equipment and either:
 - (1) Accept delivery of the Equipment and sign the applicable Delivery Slip noting any comments or deficiencies thereon; or
 - (2) Reject delivery of the Equipment and not sign the applicable Delivery Slip; or

- (v) In the event that Tarpon receives a Delivery Slip with any comments or deficiencies noted by the Customer, Tarpon will promptly contact the Customer regarding the Equipment.

Section 1.03 In the event of a conflict between this Agreement and the Quotation or the Delivery Slip, this Agreement shall supersede and prevail.

Section 1.04 No provision of any Quotation or Delivery Slip submitted by the Customer and no waiver, amendment or modification of any provision of this Agreement shall be binding on Tarpon unless provided in writing and signed by an officer of Tarpon.

ARTICLE 2 TERM

Section 2.01 The term of the Agreement (the “Term”), shall:

- (a) commence on and include the date of delivery of the Equipment at the Point of Delivery to the Customer, its agent or carrier, or if Tarpon is providing transportation service to the Customer, at the time Equipment is loaded onto the transport vehicle (the “**Delivery Date**”); and
- (b) end on and include the date of the actual delivery of the Equipment to the Point of Delivery (“**Return Date**”). In calculating the Term, twenty-four hours or any part thereof constitutes one full day.

Section 2.02 Customer agrees to provide to Tarpon, prior to the Delivery Date, full and complete disclosure with respect to its intended and foreseeable uses of the Equipment. Tarpon reserves the right to terminate the Agreement immediately without notice in the event that Tarpon, in its sole discretion, considers termination advisable due to conditions pertaining to the use of the Equipment.

Section 2.03 Customer acknowledges and agrees that Tarpon reserves the right to require the Customer to return the Equipment to Tarpon at any time upon forty eight (48) hours notice. Customer agrees to return the Equipment to Tarpon on or before the time stipulated in such notice. In the event that Customer fails to return the Equipment by such time, the Customer shall be deemed to be in default hereunder.

ARTICLE 3 RENTAL FEES

Section 3.01 Customer agrees to pay fees for the Equipment provided pursuant to this Agreement in accordance with the amounts stated in the applicable Delivery Slip (the “**Rental Fees**”).

Section 3.02 Tarpon shall invoice Customer:

- (a) upon return of the Equipment, or
- (b) if the Term extends beyond the end of any month, at the end of each month during the Term, or
- (c) at the request of the Customer, for any shorter period during the Term.

Section 3.03 Customer shall deliver payment for all Rental Fees in Canadian dollars to Tarpon’s offices in Calgary, Alberta, within (30) thirty days after the date of the applicable invoice (the “**Due Date**”). If payment is not received by Tarpon on or before the Due Date, compound interest shall accrue on the unpaid balance at the rate of (1½ %) one and one half percent per month until paid in full. Customer shall be liable for all damages, fees (including legal fees on a solicitor-client basis), costs and disbursements incurred by Tarpon as a result of failure by the Customer to pay on or before the Due Date and in the collection of any unpaid account.

Section 3.04 In addition to Rental Fees, Tarpon shall, if applicable, make charges for personnel, mileage, shipping and transportation, standby rentals, taxes (sales, use, or occupation), and other charges applicable to the Agreement. If the Customer has special requirements (i.e. additional distribution, extra fuel capacity, etc.), fees will exceed Tarpon's standard published prices. In the event that Tarpon is required to utilize third party suppliers, Customer shall pay Tarpon the supplier's list price plus a handling charge of (20%) twenty percent. Tarpon makes no warranty with respect to Equipment or services provided by a third party.

Section 3.05 Any damaged Equipment that is being repaired will be charged half Rental Fees until it is ready for service and any Equipment that is lost by the Customer will be charged at full Rental Fees until it is replaced.

Section 3.06 The Term includes Saturdays, Sundays and holidays. Rental Fees shall not be subject to any deduction while the Equipment is idle during the Term. Late payment may result in immediate seizure and return of Equipment at the expense of Customer.

Section 3.07 Unless Tarpon approves the Customer for credit prior to the release of the Equipment, Customer shall pay a security deposit in advance in an amount determined by Tarpon in its sole discretion.

Section 3.08 Subject to applicable legislation, the Customer hereby consents to Tarpon conducting a credit investigation of the Customer and making inquiries with financial institutions or other persons in a business relationship with the Customer in connection therewith; the Customer hereby authorizes and directs such persons to answer Tarpon's inquiries. The Customer agrees to provide to Tarpon:

- (a) a copy of its interim financial statements and other related information as Tarpon may request from time to time; and
- (b) its annual financial statements audited if applicable, within ninety (90) days of each financial year.

Section 3.09 To secure the Customer's performance of its obligations hereunder, the Customer grants to Tarpon a continuing security interest in any interest the Customer has in the Equipment, in all proceeds thereof (including proceeds of insurance) and in any rental payments receivable on any sublease permitted by Tarpon. The Customer agrees that Tarpon has all rights of a secured party under any applicable personal property legislation and at law and in equity. To the extent this Agreement creates a security interest, such security interest is a purchase-money security interest (as the terms "security interest" and "purchase-money security interest" are used in the *Personal Property Security Act* (Alberta)), and shall be interpreted with similar effect under analogous legislation in any other relevant jurisdiction. In this Agreement, the term "security interest" includes a movable hypothec without delivery.

Section 3.10 By signing this Agreement, the Customer accepts full responsibility to pay to Tarpon:

- (a) in the event of a total loss with respect to the Equipment, as determined by Tarpon in its sole discretion, the full replacement value of the Equipment; and
- (b) in the event of a partial loss with respect to the Equipment, as determined by Tarpon in its sole discretion, the proportionate replacement value of the Equipment.

Section 3.11 The Customer shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on the Customer, the Equipment or the purchase, sale, ownership, delivery, possession, use, maintenance, operation or lease of the Equipment or on Tarpon in respect of any of the foregoing (including sales, excise, use, property, business, transfer, goods and services and value added taxes and including penalties or interest based on late payment of taxes), but excluding taxes on or measured by Tarpon's overall net income. Tarpon shall be entitled to claim any applicable capital cost allowance, investment tax credit or

similar benefit under applicable tax legislation from time to time pertaining to the Equipment and / or this Agreement and the Customer shall not make any sort of claim in respect thereof.

ARTICLE 4 DELIVERY AND TRANSPORTATION

Section 4.01 Unless otherwise agreed in writing, all Equipment subject to this Agreement shall be placed at the disposal of the Customer at the designated Tarpon maintenance facility, not loaded on any collecting vehicle (the “**Point of Delivery**”).

Section 4.02 Unless otherwise agreed in writing, after Tarpon delivers the Equipment to the Point of Delivery (the “**Delivery**”), Customer shall bear all risks of loss or damage to the Equipment and Customer shall pay all transportation costs to deliver the Equipment to the Customer site(s) and to return it to the Point of Delivery.

Section 4.03 Upon the expiry of the Term or the termination of this Agreement by Tarpon or the Customer, the Customer shall at its expense promptly return the Equipment to the Point of Delivery.

ARTICLE 5 USE AND RISK

Section 5.01 The Customer shall disclose to Tarpon all intended uses for the Equipment and shall not use, operate, maintain or store the Equipment improperly, carelessly or in violation of such disclosed uses, specific instructions by Tarpon, the terms and conditions of this Agreement, good oilfield practices, or any applicable laws or regulations. The Customer shall not use or operate the Equipment in any manner not specifically consented to in advance and in writing by Tarpon or permit anyone other than the authorized agents or employees of the Customer to operate the Equipment without such consent.

Section 5.02 The Customer shall not permit the Equipment to be subject to any lien, charge, encumbrance, seizure or possession (“**Encumbrance**”), by any third party whatsoever. In such event, Customer shall promptly obtain the discharge of any Encumbrance at its sole expense and Customer shall indemnify and hold harmless Tarpon for any actions, claims, costs, damages and expenses arising as a result of such Encumbrance.

Section 5.03 At all times after Delivery, the Customer is exclusively responsible for all costs and liabilities associated with:

- (a) installation of the Equipment, whether at Customer’s premises or elsewhere;
- (b) installation and maintenance of any safety equipment required for the use of the Equipment;
- (c) training of all personnel involved in the operation or maintenance of the Equipment; and
- (d) operation and maintenance of the Equipment in compliance with health and safety standards.

Section 5.04 At all times after Delivery, the Customer is exclusively responsible to undertake necessary precautions, adequate supervision and to provide proper devices in compliance with applicable health, safety and environmental standards. The Customer shall be exclusively responsible at all times and shall indemnify and hold harmless Tarpon and its affiliates, agents, employees, directors, officers and shareholders from any actions, claims, costs (including legal costs on a solicitor-client basis), damages and expenses (whether direct, indirect, special, consequential or otherwise), arising in connection with the Equipment as a result of:

- (a) loss of life or bodily injury to the Customer or its employees, agents, contractors or persons for whom it is at law responsible or anyone harmed, howsoever arising;
- (b) damage or destruction to any property, howsoever arising;

- (c) loss, theft, damage or destruction of the Equipment;
- (d) pollution or contamination of the air, water, soil or environment including without limitation from spills of fuel, lubricants, motor oils, wire cuttings, water, paints, solvents and garbage or the improper disposal, treatment or storage of any waste, howsoever arising.

The Customer shall indemnify and hold harmless Tarpon and its affiliates, agents, employees, directors, officers and shareholders from any actions, claims, costs, damages and expenses (whether direct, indirect, special, consequential or otherwise), arising as a result of the Equipment after its Delivery.

Section 5.05 The Customer acknowledges that the Equipment may bear, contain, or produce hazards which may become (by chemical reaction or otherwise) hazardous to life, health or property, including without limitation, hazardous chemicals and other hazards; electrical power, flammable vapours and liquids, rotating parts, hot surfaces, hot gases, poisonous exhaust gases and high noise levels. At all times after the Delivery, the Customer shall be exclusively responsible to all persons exposed to such hazards and the Customer shall take all precautions necessary to protect such persons from such hazards.

Section 5.06 The Equipment shall be used solely in the conduct of the business of the Customer and shall remain within its possession and control at all times. The Equipment shall not be operated or maintained by anyone other than the duly qualified and authorized employees of the Customer and subject to the prior written consent of Tarpon, third party contractors.

Section 5.07 The Customer shall not relocate the Equipment without prior written notice to Tarpon. In the event that the Customer fails to provide such notice, Tarpon may immediately seize the Equipment and return it to the Delivery Point at the sole expense of the Customer.

ARTICLE 6 MAINTENANCE / DAMAGE TO EQUIPMENT

Section 6.01 The Customer, at its sole expense, shall properly maintain the Equipment in good working order and replace all damaged parts with new parts from the original manufacturer. The Equipment shall not be repaired by anyone other than the duly qualified and authorized employees of the Customer, and subject to the prior written consent of Tarpon, third parties.

Section 6.02 Tarpon and its representatives shall be entitled to have access to inspect the Equipment at any time during normal business hours. In the event that Tarpon, in its sole discretion, determines upon inspection that the Equipment requires maintenance, parts or repairs, then:

- (a) upon request, the Customer shall provide to Tarpon any additional information reasonably required to determine whether Customer is fulfilling its obligations with respect to maintenance of the Equipment; and
- (b) Tarpon may make any necessary repairs to the Equipment at the sole expense of the Customer; and
- (c) Tarpon may terminate this Agreement and return the Equipment to the Point of Delivery at the sole expense of the Customer.

Section 6.03 In the event that upon the expiry of the Term or sooner termination of this Agreement, any Equipment subject hereto requires servicing or repairs, Tarpon may make all repairs and replacements necessary to restore the Equipment to its condition upon Delivery, reasonable wear and tear excepted. The Customer shall pay all costs for such repairs and replacements forthwith upon demand by Tarpon.

Section 6.04 In the event that any Equipment is lost, destroyed or damaged beyond repair, the Customer shall pay to Tarpon the current new replacement cost of any such Equipment, plus rental fees at one half (1/2) the current rental rate from the date of loss or damage until repair or replacement is

completed. The Customer acknowledges and agrees that certain Equipment will require inspection upon completion of its repair or replacement, which inspection shall be done at the expense of the Customer.

**ARTICLE 7
WARRANTY AND LIMITATION OF LIABILITY**

Section 7.01 Except where prohibited by applicable law, the provisions contained herein are in lieu of any other representations, warranties or covenants, express or implied, statutory or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

Section 7.02 The Customer acknowledges and agrees that:

- (a) the Equipment is of the quality, design, size, capacity, and manufacture selected by the Customer;
- (b) The Customer has been provided with the opportunity to thoroughly inspect the Equipment at the Point of Delivery, is satisfied that the Equipment is suitable for the Customer's purposes and hereby accepts this Equipment in a "as-is" condition; and
- (c) Tarpon has not made any representation, warranty, covenant or condition express or implied, with respect to the Equipment or its merchantability, condition, quality, durability or fitness for a particular purpose.

Section 7.03 The Customer acknowledges and agrees that there is no warranty of any kind with respect to the Equipment, either expressed, implied or at law, including without limitation, as to its safety, fitness for a particular purpose or any other matter, whether used alone or in combination with other equipment or materials.

Section 7.04 The Customer acknowledges and agrees that Tarpon shall not be liable for any actions, claims, costs, damages or expenses (whether direct, indirect, special, consequential or otherwise), arising in connection with this Agreement or the Equipment or any inadequacy, deficiency or defect therein, or in the care and maintenance thereof, or any repairs, servicing or adjustments thereto, or any delay in providing or failure to provide any thereof, or any damage whatsoever and however caused.

Section 7.05 The sole and exclusive remedy of the Customer for any liability of Tarpon hereunder, including liability for negligence, shall be the repair and/or replacement of any defective Equipment and shall not include any incidental or consequential damages.

**ARTICLE 8
INSURANCE**

Section 8.01 At all times during the Term, the Customer shall maintain insurance of the types and in minimum amounts as follows:

- (a) Comprehensive General Liability insurance having a limit of Two Million Dollars (\$2,000,000) inclusive, per occurrence, for bodily injury, death and property damage, or having such greater limit as may be specified in the applicable Delivery Slip;
- (b) Employer's Liability insurance having a limit of One Million Dollars (\$1,000,000) inclusive, per occurrence, for bodily injury, death and property damage, or having such greater limit as may be specified in the applicable Delivery Slip;
- (c) Worker's Compensation insurance covering all Customer's employees working on the operations and activities for which the Equipment is being used that complies with provincial, territorial or federal laws and regulations applicable to this Agreement;
- (d) Property insurance on the Equipment for the new replacement value thereof; and

- (e) Any other insurance that may be specified in respect of the Equipment in the applicable Delivery Slip.

Section 8.02 The Customer will provide to Tarpon, upon request, copies of certificates of insurance as set out above.

Section 8.03 All insurance policies shall contain endorsements requiring thirty (30) days written notice to the Customer before a policy lapses or is materially altered or cancelled. Upon receipt of any such notice, the Customer shall immediately provide a copy to Tarpon.

Section 8.04 If the Customer fails to fulfill its insurance obligations hereunder, then, without prejudice to Tarpon's other rights and remedies, Tarpon shall have the right, but not the obligation, to procure insurance covering its interests (but not the Customer's interest) in the Equipment, in such a form and amount and with such insurers (including an insurer affiliated with Tarpon), as Tarpon shall determine from time to time, all at the Customer's expense. Such expense (the "**Insurance Expense**"), shall include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance, plus interest accruing on such expense at the interest provided herein for overdue amounts until such expense is reimbursed by the Customer to Tarpon. The Customer shall pay the Insurance Expense to Tarpon in equal installments at the same time and in the same manner as the Rental Fees. The Customer shall cooperate with Tarpon's insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing herein shall be deemed to obligate or entitle Tarpon to act as an insurer hereunder or to arrange any insurance for the benefit of the Customer. Nothing herein shall require Tarpon to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. Tarpon reserves the right to terminate any insurance coverage which it may arrange, or all same to lapse, without incurring any liability to the Customer.

ARTICLE 9 DEFAULT AND TERMINATION

Section 9.01 For the purposes of this Agreement, the occurrence of any of the following with respect to the Customer shall be an "Event of Default":

- (a) failing to pay any Rental Fees or other amounts due under this Agreement thirty (30) days of the date of an invoice pursuant hereto;
- (b) failing to strictly perform, observe or comply with any other provision of this Agreement, including without limitation, to use and maintain the Equipment in accordance with the terms and conditions hereof;
- (c) using or permitting the use of the Equipment in any manner or by any party that is not explicitly authorized hereunder and disclosed to Tarpon in advance;
- (d) failing to return the Equipment to the Delivery Point or other location designated by Tarpon upon demand;
- (e) ceasing to conduct its business as a going concern;
- (f) making any assignment for the benefit of its creditors, becoming insolvent, committing any act of bankruptcy, taking any action to wind up or dissolve, ceasing or threatening to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or compromise with its creditors;
- (g) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against the Customer or its property;
- (h) making a sale in bulk or a bulk sale of its assets;

- (i) permitting any of its assets to be seized under a writ of execution or other process of law;
- (j) if Tarpon, in its sole discretion, considers that the prospect of payment or performance by the Customer under this Agreement is or is about to be impaired or the Equipment is about to be placed in jeopardy; or
- (k) any guarantor for the Customer's obligations hereunder disputes its obligations under its guarantee or seeks to determine its obligations thereunder or terminate its guarantee of the Customer's future obligations or becomes subject to any of the provisions of subsections (a)-(j) hereof.

Section 9.02 Upon the occurrence of an Event of Default, in addition to any and all other remedies available to Tarpon:

- (a) All sums due or to become due hereunder shall immediately become due and payable;
- (b) Tarpon by its agents may without notice or liability or legal process may enter into any premises of or under the control or jurisdiction of the Customer or any agent of the Customer, or upon which the Equipment may be located, or by Tarpon believed to be located, and repossess the Equipment, using all force necessary or permitted by applicable law so to do;
- (c) the Customer hereby expressly waives all further rights to possession of the Equipment and all claims for injury, damage, or loss suffered by the Customer through or caused by reason of such repossession;
- (d) this Agreement shall terminate and be of no further force and effect, provided however, that such termination and repossession shall in no way relieve the Customer from its liability to pay Tarpon forthwith any monies payable hereunder;
- (e) the Customer shall be liable for all costs of and incidental to such seizure and repossession, including legal costs (on a solicitor-client basis); and
- (f) Tarpon may exercise the foregoing remedies and any and all other remedies available to it successively or concurrently and no remedy is intended to be exclusive of any other remedy.

ARTICLE 10 TITLE

Section 10.01 Title to the Equipment shall remain at all times exclusively vested in Tarpon and the Equipment shall at all times be properly marked as the property of Tarpon. The Customer covenants and agrees that it shall not remove, modify, alter or in any way deface Tarpon's trade name, marking or serial numbers that appear on, or are located upon the Equipment.

Section 10.02 Nothing contained herein shall be construed to create any relationship between Tarpon and the Customer other than that of a lessor and a lessee.

Section 10.03 The Customer agrees that it shall not, without the prior written consent of an officer of Tarpon, assign, mortgage, hypothecate or grant any other interest in this Agreement or the Equipment, including without limitation to sublease or grant possession of the Equipment to any third party, or make any alterations, additions or improvements to the Equipment, or permit the use of the Equipment by any person other than the Customer and its qualified employees.

Section 10.04 The Customer shall comply with all laws, regulations, policies and industry guidelines existing now or in the future which in any way relate to the ownership, possession, use or maintenance of the Equipment. The Customer shall indemnify and hold harmless Tarpon for any actions, claims, costs, damages and expenses arising as a result of any breach of this Section.

**ARTICLE 11
GOVERNING LAW**

Section 11.01 This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any choice or conflict of law provision of any jurisdiction that would permit or cause the application of the laws of any other jurisdiction. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

**ARTICLE 12
GENERAL PROVISIONS**

Section 12.01 Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law that renders any provision hereof prohibited in any respect.

Section 12.02 No waiver on behalf of any party hereto or of any breach of any of the covenants and provisions herein contained, whether negative or positive in form shall take effect or be binding upon it, unless the same be expressed in writing, and any waiver so expressed shall not limit or affect such party's rights with respect to any other or future breach. Delay in enforcing any or all the above terms and conditions shall not constitute a waiver or preclude any subsequent enforcement thereof.

Section 12.03 The terms of this Agreement comprise the entire agreement with respect to the subject matter hereof and shall supersede all prior agreements, arrangements, negotiations, representations or understandings by or between the parties hereto. No other agreement of any kind, verbal or otherwise, will be recognized, unless in writing and executed by an authorized officer of Tarpon.

Section 12.04 Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

to Tarpon:	Tarpon Energy Services Ltd. 7020 – 81 Street SE Calgary, Alberta T2C 5B8
	Attention: Mark Fleury Fax No.: (403) 234-8648

to the Customer:	at the address and contact details indicated on the signature page hereof.
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or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Section 12.05 This Agreement shall enure to the benefit of and be binding upon the successors and assigns of Tarpon and the Customer provided that nothing in this section shall affect the provisions of Section 10.03 hereof with respect to assignment.



Section 12.06 The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. This Agreement may be executed in as many counterparts as are necessary and all executed counterparts together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as a Deed as of the date first above written.

TARPON ENERGY SERVICES LTD.

Per: _____

CUSTOMER

Print Name of Company

Per: _____

Print Name of Signing Authority

Address: _____

Attention: _____

Fax No.: _____

SCHEDULE "A"



Customer
Address

Quote Number:
Date:

Dear Customer:

We are pleased to provide you with a price quote for the equipment and materials provided below. Please feel free to contact us if there are any questions that you may have in regard to the equipment or the cost indicated. Thank you, we appreciate this opportunity.

Regards;

Qty	Description	Unit Price	Total
		0.00	0.00
		0.00	0.00
Qty	Additional Equipment		

Transportation

Service Agreement

Please Note:

This quote will expire in thirty days from the date on this document. Credit terms net 30 days OAC.

