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EQUIPMENT LEASE

June 9, 1967

LESSEE: Billy Lyons
Address: P. O. Box 572
(For corporation and individual, show location of principal place of business. For partnership, show principal place of business and also name of each partner.)
City: White Salmon, County of: Klickitat State: Washington
LESSOR: Boon Equipment, Inc.
Address: 9522 N. E. Sandy Blvd.
City: Portland, County of: Multnomah State: Oregon

Under the terms and conditions set forth hereinafter, Lessor hereby leases / Lessee and Lessee hereby hires and takes from Lessor the following described personal property (hereinafter, with all replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto, referred to as "equipment"): (Describe equipment fully, including make, kind of unit, serial and model numbers and any other pertinent information.)

One (1) used Model 14-55 Linkbelt crawler crane, Identification #7A811, welded on upper, and Identification #67321 welded on the base, equipped with 12-15 International diesel engine, and shovel front with tongs, Identification #7111 welded on shovel front and tongs.



* All Payments are plus Washington State Tax

and Lessor agrees within immediately from the date hereof to cause said equipment to be delivered to

Lessee, f.o.b. Carson, Washington 98002

TERM: This lease is for a GUARANTEED RENTAL PERIOD of 6 months, beginning June 12, 19 67

and ending December 12, 19 67. Thereafter this lease may be continued at will, at the same monthly rental payment rate, and under all other conditions herein; said tenant shall terminate thirty (30) days after written Notification of Termination has been served by either party hereto upon the other in person or by mail, postage prepaid, to the respective address given hereinabove.

RENTALS: For said GUARANTEED RENTAL PERIOD or any portion thereof, Lessee shall pay to Lessor rentals aggregating \$ 6,000.00 of which \$ 2,000.00 is herewith paid in advance and the balance of the rental, \$ 4,000.00 is payable in 4 equal, successive, monthly rental payments of \$ 1,000.00 each, of which the first is due July 12, 19 67, and the others on a like date of each month thereafter, until fully paid. This lease is irrevocable for the Guaranteed Rental Period hereof and for the aggregate rental amount herein reserved, and said rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason. Delinquent installments of rental shall bear interest at the highest lawful contract rate.

PLACE OF USE: Lessee shall keep the equipment at Skamania (Street Address and City)
County of Skamania State of Washington, until Lessor in writing permits its removal, and it shall be used solely in the conduct of Lessee's business.

RETURN: Upon expiration or termination hereof, the equipment shall be returned to Lessor by Lessee, at Lessee's sole expense, and Lessee shall pay rent at the above stated monthly rental rate until all the equipment arrives at Carson, Washington State of Washington

REPAIRS: Lessor shall not be obligated to make any repairs or replacements; Lessee shall not incur for Lessor's account or liability any expense therefor without Lessor's prior written consent. Lessee shall inspect the equipment within 48 hours after its receipt; unless within said time Lessee notifies Lessor, stating the details of any defects, Lessee shall be conclusively presumed to have accepted the equipment in its then present condition. Thereafter Lessee shall effect and bear the expense of all necessary repairs, maintenance, operation and replacements. Upon expiration or on termination hereof, the equipment shall be returned to Lessor by Lessee in the same condition as when received by Lessee, except for reasonable wear and tear resulting from proper use thereof. Lessee shall pay rent at the said rate until all the equipment is placed in said condition.

INSPECTION: Lessee shall, whenever requested, advise Lessor of the exact location and condition of the equipment. Lessor may at reasonable times for the purpose of inspection enter upon any job, building or place where the equipment is located; and Lessor may remove the equipment forthwith, without notice to Lessee, if the equipment is, in the opinion of Lessor, being used beyond its capacity or is being improperly cared for or abused.

OPERATORS: Lessee shall cause the equipment to be operated by competent employees only, and shall pay all expenses of operation.

LIABILITY: Lessee shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, costs or damages arising out of or resulting from any injury or damage to persons or property, regardless of the cause or extent thereof and also regardless of whether Lessee or any person acting for Lessee is ever held legally responsible therefor, which is occasioned by said equipment in any manner whatsoever during the rental term hereof. Lessee shall also indemnify Lessor against any and all damage, destruction or loss suffered by or to said equipment, in whole or in part, regardless of the cause or responsibility therefor during the rental term hereof. The extent of any loss or damage shall be based upon the market value of said equipment irrespective of rental amounts theretofore paid or thereafter due.

*Plus Washington State Tax

INSURANCE: Lessee shall procure and maintain Comprehensive General Liability Insurance, with an Additional Insured Endorsement in which Lessor is named as an additional insured party, with limits in such minimum amounts as Lessor shall designate. Lessee shall also procure and maintain Broad Form Property Damage Insurance with an Additional Insured Endorsement in which Lessor is named as an additional insured party, with a minimum limit in the amount designated by Lessor. Lessee shall further procure and maintain All Risk Insurance, naming Lessor as the Loss Payee or Beneficiary therein, to the full insurable value of the equipment leased herein. The insurance policies required hereinabove shall be in a form and with companies approved by Lessor and Lessee shall, within twenty days hereof, furnish Lessor with certificates of such insurance; provided, however, that Lessee understands and agrees that upon execution of this lease, and before issuance of any formal certificates or policies, he shall secure binders of insurance in the amounts required hereunder, and Lessee further agrees that he shall not take possession of any equipment unless he has secured said binders. Said certificates must provide in part that such insurance may not be cancelled or the coverage thereof reduced in amount or scope without ten days prior written notice thereof being given to Lessor. The parties hereto agree that compliance with this paragraph shall in no manner release Lessee from the obligations assumed by Lessee under the indemnity provisions set forth hereinabove and said indemnity provisions shall remain in effect, regardless of any claims or recoveries under said insurance policies, during the entire term hereof.

TAXES: Lessee shall comply with and conform to all laws, ordinances and regulations relating to the ownership, possession, use or maintenance of the equipment, and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use, and pay promptly when due all taxes and other public or private charges against or upon the equipment, as additional rental therefor.

LICENSE: Lessee shall, at his expense, provide for the vehicle license and/or registration as required by the state(s) in which the equipment is operated. Upon expiration or termination hereof, Lessee shall, upon return of the equipment, furnish to Lessor the registration certificate and any other applicable documents required.

TITLE: All said equipment shall remain personal property, and title thereto shall remain in Lessor or assigns exclusively. Lessee shall keep the equipment free from any and all liens and claims, and shall prevent any encumbrance or impairment of Lessor's title or rights.

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. Lessor's rights hereunder are cumulative and not alternative.

NO WARRANTY: Lessor, not being the manufacturer of the equipment, makes no warranty against patent or latent defects in material, workmanship or capacity of the equipment, nor does Lessor warrant that the equipment will satisfy the requirements of any law, rule, specification or contract which provides for specific machinery or operators, or special methods. Provided, however, not withstanding anything to the contrary hereinabove, the equipment shall remain subject to manufacturer's standard warranty when applicable.

DEFAULT: Should Lessee's interest herein, or any part thereof be assigned or transferred, either voluntarily or by operation of law, including, without limitation, the filing of a petition by or against Lessee or any member of Lessee, if Lessee be a partnership or joint venture, under any insolvency or bankruptcy act, or should Lessee make a general or any assignment for the benefit of its creditors, or should Lessee fail to (a) make any payment, punctually when due, or any sum due under this lease, or (b) perform any other term, covenant or condition herein promptly when such performance is due or (c) if Lessee, without Lessor's prior written consent, attempts to remove, or sell, or transfer, or encumber or sublet, or part with the possession of said equipment, or (d) if Lessor deems itself insecure, then, in any of such events, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any demand or notice, to locate the equipment which is the subject hereof, and using all necessary force so to do without breaching peace, eject any and all persons therefrom, and either (a) render said equipment unusable at said location, or (b) remove said equipment from said location wherever it may be located, and either (1) declare this lease at an end, in which event Lessee shall immediately pay Lessor a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this lease exceeds the then cash realizable rental value of the equipment for the balance of said term, or (2) without terminating this lease may relet the equipment, or any part thereof, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of such reletting and collection, including necessary repairs and alterations of the equipment, reasonable attorneys fees, and thereafter toward payment of all sums due or to become due Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency monthly, notwithstanding Lessor may have received rental in excess of the rental stipulated in this lease in previous or subsequent months, and Lessor may bring an action therefor as such monthly deficiencies shall arise. Any such recovery of the equipment, rendering of the equipment unusable, and/or removal of the equipment shall be allowed by Lessee, wherever such equipment may be located, without let or hindrance, and Lessor shall not be liable in damages for any such recovery, rendering, and/or removal, or guilty of trespass or forcible entry. In case Lessor should bring suit for the possession of said equipment, for the recovery of any sums due hereunder, or because of the breach of any other covenant herein, or should Lessee bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease, and Lessor should prevail in any such suit, Lessee shall pay Lessor a reasonable attorneys fee, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ASSIGNMENTS: Lessee's rights and interest in this lease shall not be assigned without the prior written consent of Lessor; provided, however, that all of the terms and conditions hereof shall be binding upon any successor or assignee of Lessee so permitted. Any assignment, transfer, subletting or hypothecation of Lessee's interest herein, in whole or part, without said prior written consent, shall be void. If Lessor should assign the rents reserved herein, or any other rights reserved or granted herein, the assignee's rights shall be independent of any claim of Lessee against Lessor and Lessee, upon receipt of notice of such assignment, shall abide thereby and make payment in the manner directed therein.

MISCELLANEOUS: Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. All notices relating hereto shall be sent by registered mail to Lessor or Lessee at its respective address above shown or at any later address known to the sender. The parties hereto agree that this lease contains their entire agreement as to its matters herein, and no other agreement, guaranty, warranty, promise, condition or representation shall be valid or binding. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Equipment Lease.

If Lessee is a corporation, the officer executing this lease warrants that he is authorized to execute this lease, and any option attached hereto, by the authority vested in him by the Board of Directors of said corporation.

(LESSOR) Don Equipment, Inc.

By Don Murray

(LESSEE) Bill Jones
(Signature of individual or Name of Corporation or Partnership or Joint Venture)

By Bill Jones (Seal)
(If Corporation, must be signed by officer and give official title, or Officer or Partner or Joint Venturer, state which.)