

6. Limitation of Liability:

- a. The rights and obligations of the parties under this Agreement is subject to the exclusions, disclaimers, limitations of liability and other terms and conditions specified in the standard manufacturer warranty certificate issued by Komatsu America Corp. on the machine in question. By way of example and not limitation, the Komatsu Distributor will not be obligated under this Agreement to repair damage caused by acts of nature, operator negligence or misuse, vandalism, etc.

I hereby certify that I have read the above terms and conditions of the program certificate.

KOMATSU DISTRIBUTOR:

By: SMS EQUIPMENT INC.

CUSTOMER:

By: BACKWOODS ENERGY SERVICES LTD.

Name: TRENT DAVIDNER

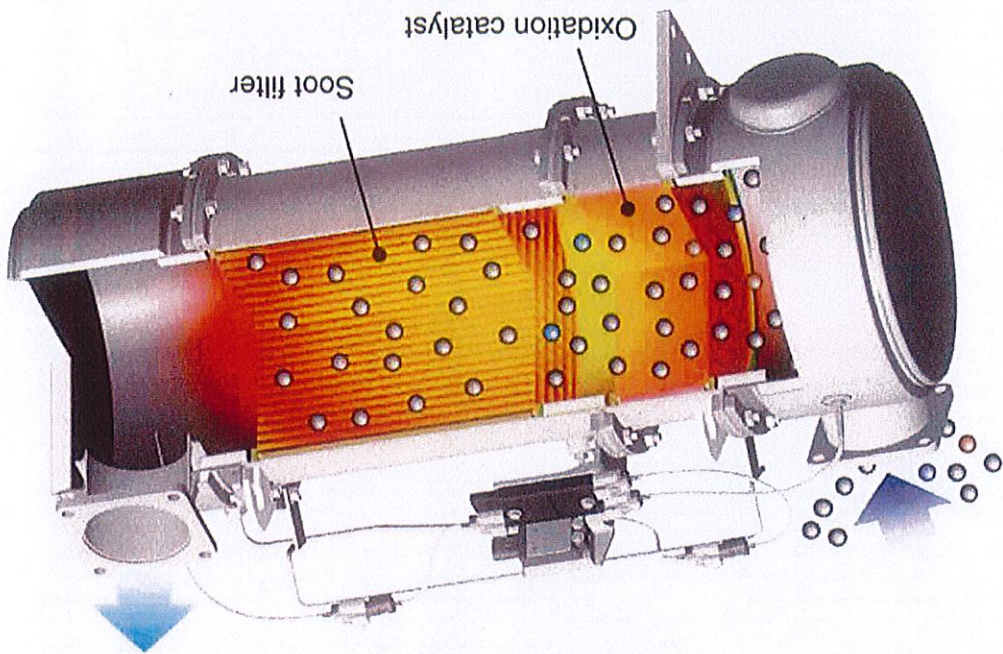
Name: 

Title: PSSR

Title: X Operations Manager

Machine Model and Serial No: D71PX-24 70590





COMPLIMENTARY KDPF EXCHANGE UNIT PROGRAM



Complimentary KDPF Exchange Unit Program Customer Certificate For Tier 4 Interim and Tier 4 Final Construction Equipment

1) Program Details

For Customer's new Tier 4 Interim and Tier 4 Final Construction equipment (identified below) Komatsu America Corp. (KAC) will provide up to two complimentary Komatsu Diesel Particulate Filters (KDPF) over the course of the first five years from machine first-in-dirt date (FID) up to 9,000 hours.

The program is applicable to Tier 4 Interim and Tier 4 Final Construction Machines (Machines) wholesaled by KAC in the United States and Canada. Tier 4 Interim and Tier 4 Final construction machines eligible for this program are currently defined as follows:

- (1) Articulated trucks HM300 and HM400
- (2) Dozers D61EX/PX, D65EX/PX/WX, D85EX/PX, and D155AX
- (3) Excavators HB365LC, PC210LC, PC228USLC, PC240LC, PC290LC, PC360LC, PC390LC, PC490LC, and PC650LC
- (4) Motor- graders GD655
- (5) Rigid dump trucks HD325, HD405, HD465, and HD605
- (6) Wheel Loaders WA270, WA320, WA380, WA470, WA500, and WA600

This list may be updated as eligible Tier 4 Interim and Tier 4 Final construction models are released. Under the exchange program, machines equipped with one KDPF assembly will receive two complimentary exchanges. Machines equipped with two assemblies will receive one complimentary exchange of both assemblies, and both assemblies will be replaced at the same time.

2) Exclusions and Limitations

- a) The following expenses are excluded from this Program:
 - i) Transporting the Machine to a Distributor facility for completion of installation or other covered repair and transporting the Machine back to the Machine's work location after completion of installation or other covered repair.
 - ii) Labor
 - iii) Additional services performed at the Customer's request outside the scope of the coverage time for such installation including, by way of example but not limitation, replacing parts and components outside such scope during the course of performing such installation on a covered item.
 - iv) Travel time and mileage.
 - v) Consumables and other parts required to complete the installation, such as gaskets and clamps that may not be part of the complimentary exchange program.
- b) Failure of the KDPF resulting from the following are specifically excluded from this program:
 - i) The use of oils other than Komatsu genuine or Komatsu recommended oil as specified in the Machine's Operation and Maintenance Manual.
 - ii) Failure to maintain proper oil change intervals as described in the Machine's Operation and Maintenance Manual for the specific oil used.
 - iii) Failure to follow proper fuel guidelines as outlined in the Machine's Operation and Maintenance Manual.
 - iv) Fuel or oil contamination.
 - v) Incomplete or faulty repair procedures on previous repairs completed by any person other than Distributor.
 - vi) Fire, accidents, vandalism, theft, acts of terrorism or war, acts of nature or other causes beyond the direct control of Distributor.
 - vii) Misuse, misapplication, negligence or other misconduct on the part of Customer or any other person.

- viii) Damage resulting from the failure of another component not covered under this program
- c) Exchanges outside of the recommended service interval where factory warranty or extended coverage is applicable

3) Customer Responsibilities:

- a) Removal and installation of KDPF must be performed by a Komatsu authorized Distributor
- b) Perform Komatsu Oil and Wear Analysis (KOWA) per the prescribed oil sampling intervals as found in the Machine's Operation and Maintenance Manual.
- c) Operate, maintain, store, repair and otherwise use the Machine per the guidelines specified in the Operation and Maintenance Manual, Machine specific Payload Policy and all other notices or letters from Distributor or Komatsu concerning such topics.
- d) Maintain KOMTRAX and other machine information systems in good operating condition and repair at all times and allow KAC and the Komatsu Distributor access to the machine information system data.

4) Distributor Responsibilities:

- a) Distributor will exercise commercially reasonable efforts to respond promptly to any Customer requests and questions related to this Program.
- b) Distributor will carry out covered repairs during normal Distributor working hours.

5) Komatsu Responsibilities

- a) Provide the authorized Komatsu distributor the new or remanufactured (like new) KDPF exchange unit, through the normal parts ordering channel.

6) Transferability:

This Program is specific to the Customer listed below and Machine listed in Section 1(b) and listed below by serial number. Customer may not assign its right under this Program without the prior written consent of KAC (such consent not to be unreasonably withheld).

7) Limitation of Liability:

The rights and obligations of the parties under this Program is subject to the exclusions, disclaimers, limitations of liability and other terms and conditions specified in the standard manufacturer warranty certificate issued by Komatsu America Corp. on the machine in question.

I hereby certify that I have read the above terms and conditions of this Program Certificate.

KOMATSU DISTRIBUTOR:

By: SMS EQUIPMENT INC.

Name: TRENT DANBROOK

Title: RSSR

CUSTOMER:

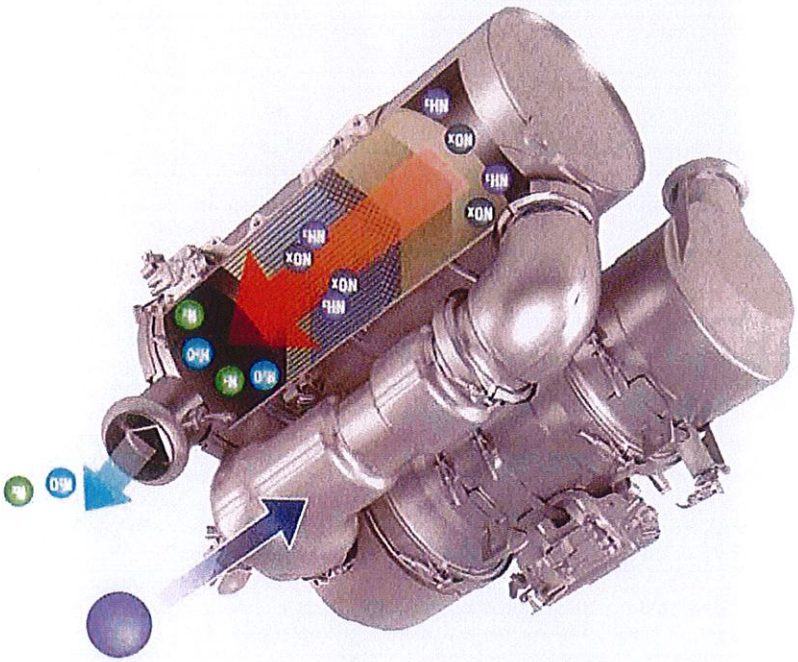
By: BACKWOODS ENERGY SERVICES LTD.

Name: X Bill Oliver

Title: X Operation Manager

Machine Serial No.: 70590





COMPLIMENTARY SCR SYSTEM MAINTENANCE PROGRAM

KOMATSU

Complimentary Selective Catalytic Reduction (SCR) System Maintenance Program Customer Certificate For Tier 4 Final Construction Equipment

1) Program Details

For Customer's new Tier 4 Final Construction equipment (identified below) Komatsu America Corp. (KAC) will provide up to two complimentary Selective Catalytic Reduction (SCR) System Maintenance services to include AdBlue®/DEF tank flushing & AdBlue®/DEF tank strainer cleaning over the course of the first five years from machine first-in-dirt date (FID), subject to the terms & conditions below. Qualification for the complimentary SCR System Maintenance is based on the conditions below and proper machine maintenance as defined in section 3 of this document and in the machine's Operation and Maintenance Manual.

- a) Each complimentary SCR System Maintenance must be performed within 100 engine hours of the recommended service intervals as found in the machine's Operation and Maintenance Manual and explained below.

Recommended Service Interval
4500 hours and 9000 hours

- i) KAC must authorize, in writing, the servicing of the SCR System Maintenance under this complimentary program if the maintenance is required outside the recommended service interval window shown above.
- b) The program is applicable to Tier 4 Final Construction Machines (Machines) wholesaled by KAC in the United States and Canada.
 - i) Tier 4 Final construction machines eligible for this program are currently defined as follows:
 - (1) Articulated trucks up to and including HM400-5
 - (2) Dozers up to and including D155AX-8
 - (3) Excavators up to and including PC490LC-11
 - (4) Motorgraders GD655-6
 - (5) Wheel loaders up to and including WA470-8

This list may be updated as eligible Tier 4 Final construction models are released.

2) Exclusions and Limitations

- a) The following expenses are excluded from this Program:
 - i) Transporting the Machine to a Distributor facility for completion of installation or other covered repair and transporting the Machine back to the Machine's work location after completion of installation or other covered repair.
 - ii) Additional services performed at the Customer's request outside the scope of the coverage time for such installation including, by way of example but not limitation, replacing parts and components outside such scope during the course of performing such installation on a covered item.
 - iii) Travel time and mileage.
 - iv) Consumables and other parts required to complete the maintenance.
- b) Failure of the SCR system resulting from the following are specifically excluded from this program:
 - i) The use of AdBlue®/DEF other than Komatsu genuine or API Certified AdBlue®/DEF as specified in the Machine's Operation and Maintenance Manual.
 - ii) Failure to follow proper AdBlue®/DEF guidelines as outlined in the Machine's Operation and Maintenance Manual.
 - iii) AdBlue®/DEF contamination.

- iv) Incomplete or faulty repair procedures on previous repairs completed by any person other than Distributor.
- v) Fire, accidents, vandalism, theft, acts of terrorism or war, acts of nature or other causes beyond the direct control of Distributor.
- vi) Misuse, misapplication, negligence or other misconduct on the part of Customer or any other person.
- vii) Damage resulting from the failure of another component not covered under this program

3) Customer Responsibilities:

- a) AdBlue®/DEF tank flushing & AdBlue®/DEF tank strainer cleaning must be performed by a Komatsu authorized Distributor
- b) Operate, maintain, store, repair and otherwise use the Machine per the guidelines specified in the Operation and Maintenance Manual, Machine specific Payload Policy and all other notices or letters from Distributor or Komatsu concerning such topics.
- c) Maintain KOMTRAX and other machine information systems in good operating condition and repair at all times and allow KAC and the Komatsu Distributor access to the machine information system data.
- d) Maintain the cleanliness & quality of AdBlue®/DEF fluid used in the Machine & stored at the Customer location(s).

4) Distributor Responsibilities:

- a) Distributor will exercise commercially reasonable efforts to respond promptly to any Customer requests and questions related to this Program.
- b) Distributor will carry out covered repairs during normal Distributor working hours.

5) Komatsu Responsibilities

- a) Provide the authorized Komatsu distributor the required AdBlue®/DEF, through the normal parts ordering channel.

6) Transferability:

This Program is specific to the Customer listed below and Machine listed in Section 1(b) and listed below by serial number. Customer may not assign its right under this Program without the prior written consent of KAC (such consent not to be unreasonably withheld).

7) Limitation of Liability:

The rights and obligations of the parties under this Program is subject to the exclusions, disclaimers, limitations of liability and other terms and conditions specified in the standard manufacturer warranty certificate issued by Komatsu America Corp. on the machine in question.

I hereby certify that I have read the above terms and conditions of this Program Certificate.

KOMATSU DISTRIBUTOR:

By: TRENT DAVIDSON

CUSTOMER:

By: BACKWOODS ENERGY SERVICES LTD.

Name: BILL OWEN

Name: X Bill Owen

Title: PSSR

Title: X Operator / Manager

Machine Serial No.: 70590

KOMATSU

Undercarriage Program Certificate

Komatsu America Corp. is pleased to provide you with additional coverage for the undercarriage on your Komatsu machine. The Komatsu Undercarriage Program will provide coverage against leakage (a/k/a dry) and breakage (a/k/a fracture) due to defects in material or workmanship for the term of (i) 60 months or 6000 hours for Plus System Undercarriage (measured from first fit or replacement purchased) or (ii) 48 months or 5000 hours Conventional Undercarriage (measured from first fit or replacement purchased), whichever occurs first, starting with the machine's date of delivery (as recorded in Komatsu's machine delivery database).

Components Covered

- * • Link Assemblies, excluding shoes and pads
- * • Track and Carrier Rollers
- * • Front Idlers
- * • Sprocket Teeth

Repairs Covered

- Breakage; (fracture) Part must not have reached or exceeded 100% worn
- Leakage (dry) of rollers and idlers; Tread surface must not have reached or exceeded 100% worn
- Leakage (dry) of track pin and bushing seal prior to a pin and bushing turn; Bushing wear and link height must not have reached or exceeded 100% worn
- Repair costs for the covered components will be on a prorated basis if the failure occurs outside the Product Warranty Term.
- Failures related to running U/C parts beyond 100% wear life, operator abuse, or neglecting to maintain machine in accordance with the Komatsu Operation and Maintenance manual will not be covered under this program. Additionally, failures caused by link packing in landfill applications are also not eligible under this program.
- Leakage (dry) of track pin and bushing seal after turn is not covered under this program.

This coverage will reimburse your servicing distributor for the cost of parts and labor for the repair. This coverage does not reimburse for travel time, mileage, transportation costs, or other expenses for the mechanic, machine, or components involved in the repair.

Requirements

You must follow all maintenance requirements stated in the Operation and Maintenance manual for the respective machine carrying this coverage. This will include maintaining proper track tension, replacing or repairing all undercarriage guards, and reporting any leaks or unusual wear patterns to your Komatsu distributor promptly. Machine configuration must be within the Komatsu published standards and operated within its design limitations. Any abnormalities must be promptly reported to your servicing Komatsu distributor. Your selling Komatsu distributor will advise you of any additional requirements that may exist.

To ensure the longest possible life for your Komatsu Crawler Dozer, proper track shoe selection is essential and should be determined by taking into account the application and underfoot conditions. Breakage (fracture) or leakage (dry) caused by an inappropriate shoe selection is not covered under the terms of this program.

Any repairs or replacements made under the Undercarriage Program will continue to be covered for the remaining term of the machine's Undercarriage agreement.

Claim Procedure

If a problem occurs with a component covered under this program, transport it to your servicing Komatsu distributor. If the component needs service, Komatsu will repair or replace the part(s) at our expense, as outlined in this document.

Machine and customer information

Customer Name BACKWOODS ENERGY SERVICES LTD. Machine Model, type and subtype D71PX-24

Machine serial Number 70590 Distributor name & 4+2 SMS EQUIPMENT