

Fill in this information to identify the case:

Debtor Welded Construction, L.P.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 18-12378

**Official Form 410
Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>Blasting Services, Inc</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Blasting Services, Inc</u> <u>Roy Snipes</u> <u>2379 Lanier Road</u> <u>Rockville, VA 23146</u></p> <p>Contact phone _____</p> <p>Contact email <u>roy@blastingservicesinc.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____</p> <p>Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 115,000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Equipment Rental

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 115,000.00

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- No
- Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
- Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

- No
- Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/05/2019
MM / DD / YYYY

/s/Roy Snipes
Signature

Print the name of the person who is completing and signing this claim:

Name Roy Snipes
First name Middle name Last name

Title _____

Company Blasting Services, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 830-4648 | International (310) 751-2642

Debtor: 18-12378 - Welded Construction, L.P.		
District: District of Delaware		
Creditor: Blasting Services, Inc Roy Snipes 2379 Lanier Road Rockville, VA, 23146 Phone: Phone 2: Fax: Email: roy@blastingervicesinc.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Equipment Rental	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 115,000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 115,000.00 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Roy Snipes on 05-Apr-2019 1:16:24 p.m. Pacific Time Title: Company: Blasting Services, Inc.		

PO# R 3152

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 23rd day of May 2018 and between Blasting Services, Inc., whose mailing address is 2379 Lanier Road, Rockville, VA 23146 ("Lessor"), and Welding Construction, 1307 Wheeling Avenue, Glen Dale, WV 26038 ("Lessee").

FOR AND IN CONSIDERATION OF the mutual covenants herein made, and the rent to be paid by Lessee to Blasting Services, Inc. as herein provided, Lessor does hereby lease to Lessee, upon the terms and conditions herein contained, A Caterpillar 320 John Henry Rock Drill (the "property") as more specifically described in Schedule A, attached hereto.

1. TERM. This Agreement shall be for a primary term of three (3) Months beginning on May 23, 2018 and ending at midnight on August 23, 2018 ("the Primary Term") and from month to month thereafter until terminated as hereinafter provided.

2. RENTAL. For each month in which this Agreement is in effect, Lessee agrees to pay Lessor the sum of \$23,000.00 payable in advance on or before the first day of each month.

3. WARRANTY, CONDITION, AND UPKEEP. Lessor makes no warranties, express or implied, as to the Property leased, and assumes no responsibility for its condition. Lessee has inspected and knows the condition of the Property. Lessee accepts the Property in its present condition "As Is" and shall keep and maintain it in good repair and in accordance with manufacturers' specifications, and shall replace at its expense all damaged and/or broken parts immediately. Lessee shall be solely responsible for any and all citations, fines or other violations issued or assessed for failure to properly maintain and/or operate the Property in a safe and lawful manner. Any spare parts provided by Lessor and not returned to the Lessor upon the termination of this Agreement shall be charged to the Lessee at the current replacement price. Upon termination of this Agreement, Lessee agrees to return the Property to Lessor in as good as condition as when received, ordinary wear and tear excepted.

4. USE. Lessee covenants that it will use the Property for its standard, common and designed use only and that it will use the Property in compliance with all applicable laws, rules, orders,

ordinances, and regulations, including those for transportation of hazardous materials.

5. TAXES AND LICENSES. With respect to the Property or its use, Lessee shall pay all taxes, assessments, registration or license fees assessed, levied, or required during the term hereof by any taxing or licensing authority.

6. RISK OF LOSS OR DAMAGE. Lessee hereby assumes all risks of loss of and damage to the Property from any cause. No loss of or damage to the Property shall impair any obligation of Lessee under this Agreement, and all such obligations shall continue in full force and effect until otherwise discharged.

7. INDEMNITY. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all citations, fines, costs, expenses, liabilities, causes of action, and obligations including any property damage incurred by any person and any injury or death to any person, arising out of or in any way connected with the use or possession by Lessee of the Property.

8. INSURANCE. Lessee agrees to carry such fire and extended coverage insurance on the Property in such amounts and upon such terms as it desires. In addition, Lessee agrees to procure and keep in force during the term hereof the following insurance:

8.1 Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one occurrence. Lessee shall provide Lessor with a certificate of insurance evidencing coverage in the above-specified amounts and naming Lessor as an additional insured.

8.2 Contractual Liability Insurance as assumed under Paragraph 7 in the amount shown in this Paragraph 8.

Certificates of such insurance shall be provided to Lessor within ten (10) days of execution by Lessee of this Agreement. Such certificates are to be sent to:

Blasting Services, Inc.
2379 Lanier Road
Rockville, VA 23146
Attn: Roy Snipes
Email: roy@blasting-services-inc.com
Fax: 804-749-4729

9. STATUS AND OWNERSHIP OF PROPERTY. The Property leased hereunder is, and will at all times remain, personal property. Title to the Property shall at all times remain in Lessor, and Lessee shall have only the right to retain the possession of the Property pursuant to the conditions hereof. Lessee shall give Lessor immediate notice of any claim, levy, lien, or legal process issued against the equipment. Lessee shall not cause any claim, levy, lien or legal process to be issued against the Property and shall not sublease, mortgage, pledge, hypothecate or otherwise encumber the Property in any way.

10. ENTIRE UNDERSTANDING. This Agreement is supplemental to any Distributorship Agreement by and between Lessor and Lessee, which Distributorship Agreement shall remain in full force and effect and shall apply to the activities contemplated by this Agreement except where this Agreement is expressly inconsistent therewith. Except as provided therein, this Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and shall not be amended, altered, modified or changed except in writing and signed by both parties.

11. ASSIGNMENT OF LEASE. Lessee shall not assign any of its rights or any of its interest herein, or sublease all or any part of the Property leased to it without the prior written consent of Lessor. Consent by Lessor to any particular assignment or sublease shall not be deemed to be consent to any other assignment of sublease.

12. GOVERNING LAW. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Virginia.

13. TERMINATION. This Agreement may be terminated by (a) either party upon or after the expiration of the Primary Term or upon any anniversary thereof by the giving of thirty (30) days' prior notice in writing; or (b) by either party by the giving of thirty (30) days' prior notice in writing if the other party shall be in breach of any provision of this Agreement and shall continue

in said breach for thirty (30) days after receipt of written request from the other party to remedy such breach. If this Agreement is terminated pursuant to provision (b) above due to a breach by Lessor, Lessor shall return to Lessee that portion of unused rental paid in advance. Blasting Services, Inc. reserves the right to terminate this lease agreement should the equipment require major repairs as deemed by Blasting Services, Inc.

14. Mobilization/Demobilization: Blasting Services Inc. will provide Mobilization at the cost of \$6,500.00 to be added to the first invoice and Demobilization at the cost of \$6,500.00 to be added to the last invoice at the ending of the lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused their respective names to be signed as of the day and year first above written.

By: Mark K. VanSledright

Its: _____

Blasting Services, Inc.

By: _____

Its: _____

EQUIPMENT LEASE AGREEMENT

SCHEDULE A

CAT 320 CL John Henry Rock Drill : \$23,000.00 per month

Serial #: PAB03273

Job #
2018-01
R3231

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 6th day of June 2018 and between Blasting Services, Inc., whose mailing address is 2379 Lanier Road, Rockville, VA 23146 ("Lessor"), and Welding Construction, 1307 Wheeling Avenue, Glen Dale, WV 26038 ("Lessee").

FOR AND IN CONSIDERATION OF the mutual covenants herein made, and the rent to be paid by Lessee to Blasting Services, Inc. as herein provided, Lessor does hereby lease to Lessee, upon the terms and conditions herein contained, A Caterpillar 320 John Henry Rock Drill (the "property") as more specifically described in Schedule A, attached hereto.

1. TERM. This Agreement shall be for a primary term of three (3) Months beginning on June 6, 2018 and ending at midnight on September 6, 2018 ("the Primary Term") and from month to month thereafter until terminated as hereinafter provided.

2. RENTAL. For each month in which this Agreement is in effect, Lessee agrees to pay Lessor the sum of \$23,000.00 payable in advance on or before the first day of each month.

3. WARRANTY, CONDITION, AND UPKEEP. Lessor makes no warranties, express or implied, as to the Property leased, and assumes no responsibility for its condition. Lessee has inspected and knows the condition of the Property. Lessee accepts the Property in its present condition "As Is" and shall keep and maintain it in good repair and in accordance with manufacturers' specifications, and shall replace at its expense all damaged and/or broken parts immediately. Lessee shall be solely responsible for any and all citations, fines or other violations issued or assessed for failure to properly maintain and/or operate the Property in a safe and lawful manner. Any spare parts provided by Lessor and not returned to the Lessor upon the termination of this Agreement shall be charged to the Lessee at the current replacement price. Upon termination of this Agreement, Lessee agrees to return the Property to Lessor in as good as condition as when received, ordinary wear and tear excepted.

4. USE. Lessee covenants that it will use the Property for its standard, common and designed use only and that it will use the Property in compliance with all applicable laws, rules, orders,

ordinances, and regulations, including those for transportation of hazardous materials.

5. TAXES AND LICENSES. With respect to the Property or its use, Lessee shall pay all taxes, assessments, registration or license fees assessed, levied, or required during the term hereof by any taxing or licensing authority.

6. RISK OF LOSS OR DAMAGE. Lessee hereby assumes all risks of loss of and damage to the Property from any cause. No loss of or damage to the Property shall impair any obligation of Lessee under this Agreement, and all such obligations shall continue in full force and effect until otherwise discharged.

7. INDEMNITY. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all citations, fines, costs, expenses, liabilities, causes of action, and obligations including any property damage incurred by any person and any injury or death to any person, arising out of or in any way connected with the use or possession by Lessee of the Property.

8. INSURANCE. Lessee agrees to carry such fire and extended coverage insurance on the Property in such amounts and upon such terms as it desires. In addition, Lessee agrees to procure and keep in force during the term hereof the following insurance:

8.1 Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one occurrence. Lessee shall provide Lessor with a certificate of insurance evidencing coverage in the above-specified amounts and naming Lessor as an additional insured.

8.2 Contractual Liability Insurance as assumed under Paragraph 7 in the amount shown in this Paragraph 8.

Certificates of such insurance shall be provided to Lessor within ten (10) days of execution by Lessee of this Agreement. Such certificates are to be sent to:

Blasting Services, Inc.
2379 Lanier Road
Rockville, VA 23146
Attn: Roy Snipes
Email: roy@blastingervicesinc.com
Fax: 804-749-4729

9. STATUS AND OWNERSHIP OF PROPERTY. The Property leased hereunder is, and will at all times remain, personal property. Title to the Property shall at all times remain in Lessor, and Lessee shall have only the right to retain the possession of the Property pursuant to the conditions hereof. Lessee shall give Lessor immediate notice of any claim, levy, lien, or legal process issued against the equipment. Lessee shall not cause any claim, levy, lien or legal process to be issued against the Property and shall not sublease, mortgage, pledge, hypothecate or otherwise encumber the Property in any way.

10. ENTIRE UNDERSTANDING. This Agreement is supplemental to any Distributorship Agreement by and between Lessor and Lessee, which Distributorship Agreement shall remain in full force and effect and shall apply to the activities contemplated by this Agreement except where this Agreement is expressly inconsistent therewith. Except as provided therein, this Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and shall not be amended, altered, modified or changed except in writing and signed by both parties.

11. ASSIGNMENT OF LEASE. Lessee shall not assign any of its rights or any of its interest herein, or sublease all or any part of the Property leased to it without the prior written consent of Lessor. Consent by Lessor to any particular assignment or sublease shall not be deemed to be consent to any other assignment of sublease.

12. GOVERNING LAW. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Virginia.

13. TERMINATION. This Agreement may be terminated by (a) either party upon or after the expiration of the Primary Term or upon any anniversary thereof by the giving of thirty (30) days' prior notice in writing; or (b) by either party by the giving of thirty (30) days' prior notice in writing if the other party shall be in breach of any provision of this Agreement and shall continue

in said breach for thirty (30) days after receipt of written request from the other party to remedy such breach. If this Agreement is terminated pursuant to provision (b) above due to a breach by Lessor, Lessor shall return to Lessee that portion of unused rental paid in advance. Blasting Services, Inc. reserves the right to terminate this lease agreement should the equipment require major repairs as deemed by Blasting Services, Inc.

14. Mobilization/Demobilization: Blasting Services Inc. will provide Mobilization at the cost of \$6,500.00 to be added to the first invoice and Demobilization at the cost of \$6,500.00 to be added to the last invoice at the ending of the lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused their respective names to be signed as of the day and year first above written.

By: Mark K Van Sledright

Its: _____

Blasting Services, Inc.

By: _____

Its: _____

EQUIPMENT LEASE AGREEMENT

SCHEDULE A

CAT 320 CL John Henry Rock Drill : \$23,000.00 per month

Serial #: 9KK04978

EQUIPMENT LEASE AGREEMENT

R3206

THIS LEASE AGREEMENT is made and entered into as of the 31st day of May 2018 and between Blasting Services, Inc., whose mailing address is 2379 Lanier Road, Rockville, VA 23146 ("Lessor"), and Welding Construction, 1307 Wheeling Avenue, Glen Dale, WV 26038 ("Lessee").

FOR AND IN CONSIDERATION OF the mutual covenants herein made, and the rent to be paid by Lessee to Blasting Services, Inc. as herein provided, Lessor does hereby lease to Lessee, upon the terms and conditions herein contained, A Caterpillar 320 John Henry Rock Drill (the "property") as more specifically described in Schedule A, attached hereto.

1. TERM. This Agreement shall be for a primary term of three (3) Months beginning on May 31, 2018 and ending at midnight on August 23, 2018 ("the Primary Term") and from month to month thereafter until terminated as hereinafter provided.

2. RENTAL. For each month in which this Agreement is in effect, Lessee agrees to pay Lessor the sum of \$23,000.00 payable in advance on or before the first day of each month.

3. WARRANTY, CONDITION, AND UPKEEP. Lessor makes no warranties, express or implied, as to the Property leased, and assumes no responsibility for its condition. Lessee has inspected and knows the condition of the Property. Lessee accepts the Property in its present condition "As Is" and shall keep and maintain it in good repair and in accordance with manufacturers' specifications, and shall replace at its expense all damaged and/or broken parts immediately. Lessee shall be solely responsible for any and all citations, fines or other violations issued or assessed for failure to properly maintain and/or operate the Property in a safe and lawful manner. Any spare parts provided by Lessor and not returned to the Lessor upon the termination of this Agreement shall be charged to the Lessee at the current replacement price. Upon termination of this Agreement, Lessee agrees to return the Property to Lessor in as good as condition as when received, ordinary wear and tear excepted.

4. USE. Lessee covenants that it will use the Property for its standard, common and designed use only and that it will use the Property in compliance with all applicable laws, rules, orders,

ordinances, and regulations, including those for transportation of hazardous materials.

5. TAXES AND LICENSES. With respect to the Property or its use, Lessee shall pay all taxes, assessments, registration or license fees assessed, levied, or required during the term hereof by any taxing or licensing authority.

6. RISK OF LOSS OR DAMAGE. Lessee hereby assumes all risks of loss of and damage to the Property from any cause. No loss of or damage to the Property shall impair any obligation of Lessee under this Agreement, and all such obligations shall continue in full force and effect until otherwise discharged.

7. INDEMNITY. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all citations, fines, costs, expenses, liabilities, causes of action, and obligations including any property damage incurred by any person and any injury or death to any person, arising out of or in any way connected with the use or possession by Lessee of the Property.

8. INSURANCE. Lessee agrees to carry such fire and extended coverage insurance on the Property in such amounts and upon such terms as it desires. In addition, Lessee agrees to procure and keep in force during the term hereof the following insurance:

8.1 Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one occurrence. Lessee shall provide Lessor with a certificate of insurance evidencing coverage in the above-specified amounts and naming Lessor as an additional insured.

8.2 Contractual Liability Insurance as assumed under Paragraph 7 in the amount shown in this Paragraph 8.

Certificates of such insurance shall be provided to Lessor within ten (10) days of execution by Lessee of this Agreement. Such certificates are to be sent to:

Blasting Services, Inc.
2379 Lanier Road
Rockville, VA 23146
Attn: Roy Snipes
Email: roy@blastingervicesinc.com
Fax: 804-749-4729

9. STATUS AND OWNERSHIP OF PROPERTY. The Property leased hereunder is, and will at all times remain, personal property. Title to the Property shall at all times remain in Lessor, and Lessee shall have only the right to retain the possession of the Property pursuant to the conditions hereof. Lessee shall give Lessor immediate notice of any claim, levy, lien, or legal process issued against the equipment. Lessee shall not cause any claim, levy, lien or legal process to be issued against the Property and shall not sublease, mortgage, pledge, hypothecate or otherwise encumber the Property in any way.

10. ENTIRE UNDERSTANDING. This Agreement is supplemental to any Distributorship Agreement by and between Lessor and Lessee, which Distributorship Agreement shall remain in full force and effect and shall apply to the activities contemplated by this Agreement except where this Agreement is expressly inconsistent therewith. Except as provided therein, this Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and shall not be amended, altered, modified or changed except in writing and signed by both parties.

11. ASSIGNMENT OF LEASE. Lessee shall not assign any of its rights or any of its interest herein, or sublease all or any part of the Property leased to it without the prior written consent of Lessor. Consent by Lessor to any particular assignment or sublease shall not be deemed to be consent to any other assignment of sublease.

12. GOVERNING LAW. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Virginia.

13. TERMINATION. This Agreement may be terminated by (a) either party upon or after the expiration of the Primary Term or upon any anniversary thereof by the giving of thirty (30) days' prior notice in writing; or (b) by either party by the giving of thirty (30) days' prior notice in writing if the other party shall be in breach of any provision of this Agreement and shall continue

in said breach for thirty (30) days after receipt of written request from the other party to remedy such breach. If this Agreement is terminated pursuant to provision (b) above due to a breach by Lessor, Lessor shall return to Lessee that portion of unused rental paid in advance. Blasting Services, Inc. reserves the right to terminate this lease agreement should the equipment require major repairs as deemed by Blasting Services, Inc.

14. Mobilization/Demobilization: Blasting Services Inc. will provide Mobilization at the cost of \$6,500.00 to be added to the first invoice and Demobilization at the cost of \$6,500.00 to be added to the last invoice at the ending of the lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused their respective names to be signed as of the day and year first above written.

By: Mark K Van Jones

Its: _____

Blasting Services, Inc.

By: _____

Its: _____

EQUIPMENT LEASE AGREEMENT

SCHEDULE A

CAT 320 CL John Henry Rock Drill : \$23,000.00 per month

Serial #: JH557

BLASTING SERVICES INC

2379 Lanier Road
Rockville, VA 23146
(804)749-4923 fax (804)749-4729

Invoice No. 3437

INVOICE

Customer

Name Welded Construction
Address 1307 Wheeling Avenue
City Glen Dale State WV ZIP 26038

INVOICE DATE 08/02/18

TERMS 30 Days Net

Qty	Description	Unit Price	TOTAL
1.00	Month Rental for John Henry Rock Drill SN: JH557	\$23,000.00	\$23,000.00
		SubTotal	\$23,000.00
		Shipping & Handling	\$0.00
		State	
		TOTAL	\$23,000.00

PROJECT: **Your PO Number R3286**

MAKE ALL CHECKS PAYABLE TO: BLASTING SERVICES INC

THANK YOU FOR YOUR BUSINESS!

BLASTING SERVICES INC

2379 Lanier Road
Rockville, VA 23146
(804)749-4923 fax (804)749-4729

Invoice No. 3439

INVOICE

Customer

Name Welded Construction
Address 1307 Wheeling Avenue
City Glen Dale State WV ZIP 26038

INVOICE DATE 08/13/18

TERMS 30 Days Net

Qty	Description	Unit Price	TOTAL
1.00	Month Rental for John Henry Rock Drill SN: 9KK04978	\$23,000.00	\$23,000.00
		SubTotal	\$23,000.00
		Shipping & Handling	\$0.00
		State	
		TOTAL	\$23,000.00

Job #: 2018-(Your PO Number R3231

MAKE ALL CHECKS PAYABLE TO: BLASTING SERVICES INC

THANK YOU FOR YOUR BUSINESS!

BLASTING SERVICES INC

2379 Lanier Road
Rockville, VA 23146
(804)749-4923 fax (804)749-4729

Invoice No. 3444

INVOICE

Customer

Name Welded Construction
Address 1307 Wheeling Avenue
City Glen Dale State WV ZIP 26038

INVOICE DATE 09/12/18

TERMS 30 Days Net

Qty	Description	Unit Price	TOTAL
1.00	Month Rental for John Henry Rock Drill SN: PAB03273	\$23,000.00	\$23,000.00
	Machine returned to Blasting Services, Inc. yard on 8/23/2018		
		SubTotal	\$23,000.00
		Shipping & Handling	\$0.00
		State	
		TOTAL	\$23,000.00

PROJECT: **Your P.O. Number R3152**

MAKE ALL CHECKS PAYABLE TO: BLASTING SERVICES INC

THANK YOU FOR YOUR BUSINESS!

BLASTING SERVICES INC

2379 Lanier Road
Rockville, VA 23146
(804)749-4923 fax (804)749-4729

Invoice No. 3445

INVOICE

Customer

Name Welded Construction
Address 1307 Wheeling Avenue
City Glen Dale State WV ZIP 26038

INVOICE DATE 09/12/18

TERMS 30 Days Net

Qty	Description	Unit Price	TOTAL
1.00	Month Rental for John Henry Rock Drill SN: JH557	\$23,000.00	\$23,000.00
		SubTotal	\$23,000.00
		Shipping & Handling	\$0.00
		State	
		TOTAL	\$23,000.00

PROJECT: **Your PO Number R3286**

MAKE ALL CHECKS PAYABLE TO: BLASTING SERVICES INC

THANK YOU FOR YOUR BUSINESS!

BLASTING SERVICES INC

2379 Lanier Road
Rockville, VA 23146
(804)749-4923 fax (804)749-4729

Invoice No. 3446

INVOICE

Customer

Name Welded Construction
Address 1307 Wheeling Avenue
City Glen Dale State WV ZIP 26038

INVOICE DATE 09/12/18

TERMS 30 Days Net

Qty	Description	Unit Price	TOTAL
1.00	Month Rental for John Henry Rock Drill SN: 9KK04978 Machine returned to Blasting Services, Inc. on 8/24/2018	\$23,000.00	\$23,000.00
		SubTotal	\$23,000.00
		Shipping & Handling	\$0.00
		State	
		TOTAL	\$23,000.00

Job: Your PO Number R3231

MAKE ALL CHECKS PAYABLE TO: BLASTING SERVICES INC

THANK YOU FOR YOUR BUSINESS!