

DISPOSITION AGREEMENT made effective this 23 day of September, 2014

BETWEEN:

GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.
("GE Canada")

OF THE FIRST PART,

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
("EHER")

OF THE SECOND PART,

and

NORTH AMERICA CONSTRUCTION (1993) LTD.
("NAC")

OF THE THIRD PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacity as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity
(the "Receiver")

OF THE FOURTH PART,

WHEREAS:

A. The Receiver was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. ("**Sprague-Rosser**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");

B. GE Canada has financed the property identified in Part 1 of Schedule "A" hereto (the "**GE Canada Equipment**") to EHER pursuant to Conditional Sales Agreement no. 9736777001 dated January 15, 2014, made between EHER, as purchaser, Brandt Tractor Ltd., as seller, and GE Canada, as assignee (the "**GE Canada Agreement**");

C. NAC has financed the property identified in Part 2 of Schedule "A" hereto (the "**NAC Equipment**", and the GE Canada Equipment and the NAC Agreement collectively referred to as the "**Equipment**") to EHER pursuant to an Asset Purchase Agreement, dated December 13, 2013 (the "**NAC Agreement**");

D. EHER has leased the Equipment to Sprague-Rosser; (the "**Sublease**");

Error! Unknown document property name.

E. The GE Canada Agreement, the NAC Agreement and Sublease are in default. EHER wishes to enter into an agreement for sale in respect of the Equipment (the "**Transaction**") which sale agreement will be with arm's-length parties and in an amount sufficient to pay the Cost Allocation (as hereinafter defined), all amounts owing to GE Canada under each GE Canada Agreement and all amounts owing to NAC under the NAC Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS / PREAMBLE INCORPORATION

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order.
- 1.2 The Preamble to this Agreement be and the same is hereby expressly incorporated into and forms part of this Agreement.

ARTICLE 2 RELEASE AND DISPOSITION OF EQUIPMENT

- 2.1 For the purposes of allowing EHER to consummate the Transaction and subject to the terms and conditions of this Agreement, the Receiver shall, upon being satisfied that EHER's legal counsel, McLennan Ross LLP ("**EHER's Counsel**") is in receipt of sufficient funds to irrevocably and unconditionally repay the Cost Allocation (as defined below), all amounts owing to GE Canada under the GE Canada Agreement and all amounts owing to NAC under the NAC Agreement, release the Equipment to EHER or directly to the purchaser of the Equipment. In addition to the payments contemplated herein, EHER shall be responsible for all costs, fees and charges associated with storing, moving or otherwise relocating the Equipment from its current location for the purposes of a Transaction.
- 2.2 EHER shall obtain the written consent of the Receiver, NAC and GE Canada in respect of the Transaction prior to entering into any binding agreement in respect of the Transaction. EHER agrees to provide the Receiver, NAC and GE Canada with all relevant information pertaining to the Transaction including the proposed sales price for the Equipment, the identity of the Person acquiring the Equipment, the marketing efforts undertaken by EHER in respect of the Equipment and the proposed allocation of proceeds from the Equipment among GE Canada, NAC, EHER and the Receiver and the anticipated timing of the payment of the proceeds to GE Canada, NAC and the Receiver.
- 2.3 When seeking approval of the Transaction, EHER shall provide a schedule identifying the anticipated consideration to be received by the Receiver, NAC and GE Canada for each particular piece of Equipment and all fees, commissions, goods and services tax, or other charges arising from the Transaction in respect of each particular piece of Equipment (the "**Accounting Schedule**").
- 2.4 Nothing in this Agreement shall affect the right of GE Canada or NAC to enforce the various securities it holds as against EHER in each of those parties sole and unfettered discretion.

ARTICLE 3 SALE PROCEEDS

- 3.1 EHER shall direct that all consideration in respect of a transaction (the "**Gross Proceeds**") be paid to EHER's Counsel. EHER shall direct EHER's Counsel to hold the Gross Proceeds in trust and distribute same in accordance with this Agreement.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify EHER of the amount of the Receiver's direct costs and expenses that it proposes to allocate to the Equipment; and if the Receiver and EHER are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Equipment, the Receiver or EHER, on reasonable notice to the other, may make application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Equipment, either by agreement between EHER and the Receiver, or as determined by future Court Order, is hereinafter called the "**Cost Allocation**". The Receiver agrees that it will not claim a Cost Allocation amount that is more than 1.5% of the realizable value of the Equipment or 1.5% of the combined amount outstanding on the GE Canada Agreement and the NAC Agreement, whichever is greater. In the event that the quantum of the Cost Allocation is not conclusively determined by the closing of the Transaction, EHER shall direct EHER's Counsel to segregate the maximum amount that might be established in respect of the Cost Allocation prior to making distributions as contemplated herein.
- 3.3 EHER shall direct EHER's Counsel to disburse the Gross Proceeds, less the Cost Allocation (which shall be paid to the Receiver) and any fees, commissions or other charges arising from the Transaction that were approved by the Receiver, NAC and GE Canada in the Accounting Schedule (the "**Net Proceeds**"), to pay in full:
- (a) the secured indebtedness owed by EHER to GE Canada in respect of the GE Canada Agreement pursuant to which the GE Canada Equipment was financed to EHER in the manner set forth in the Accounting Schedule; and
 - (b) the secured indebtedness owed by EHER to NAC in respect of the NAC Agreement pursuant to which the NAC Equipment was financed to EHER in the manner set forth in the Accounting Schedule.
- 3.4 Each of GE Canada and NAC agree to discharge any registrations either of them have caused to be made in any personal property registry with respect to the applicable Equipment upon indefeasible repayment in full in respect of the applicable GE Canada Agreement and NAC Agreement.
- 3.5 The Net Proceeds, less the aggregate of the amounts disbursed to GE Canada and NAC as provided for herein and amounts distributed to EHER's Counsel on account of its reasonable legal fees and disbursements in respect of the Transaction, shall be held in trust by EHER's Counsel and shall not be disbursed pending an agreement between EHER and the Receiver regarding such disbursement or an order of the Court.

ARTICLE 4 GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

Error! Unknown document property name.

- (a) If given to GE Canada:

GE Capital Canada
525, 8th Avenue SW, Suite 3300
Calgary, AB T2P 1G1

Attention: Shankar Mazumdar
Email: shankar.mazumdar@ge.com

- (b) If given to NAC:

North America Construction (1993) Ltd.
21 Queen Street
Morrison, ON N0B 2C0

Attention: Philip Bender
Email: pbender@nacsworld.com

- (c) If given to EHER:

c/o McLennan Ross
600 West Chambers
12220 Stony Plain Road
Edmonton, AB T2N 3Y4

Attention: Charles P. Russell, QC
Email: crussell@mross.com

- (d) If given to the Receiver:

ALVAREZ & MARSAL CANADA INC., in
its capacity as court appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd.
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

- (e) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above. Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of

the new person, email address, facsimile number or address, as the case may be, to the other Party.

- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

**GENERAL ELECTRIC CANADA
EQUIPMENT FINANCE G.P.**

ALVAREZ & MARSAL CANADA INC., in its
capacity as court- appointed receiver and
manager of Sprague-Rosser Contracting Co.
Ltd., and not in its personal capacity

Per: _____

Per: _____

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

**NORTH AMERICA CONSTRUCTION (1993)
LTD.**

Per: _____

Per: _____

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Ltd., and not in its personal capacity

Per: _____

Per: _____

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**NORTH AMERICA CONSTRUCTION (1993)
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Per: _____

Per: _____

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EQUIPMENT FINANCE G.P.**

ALVAREZ & MARSAL CANADA INC., in its capacity as court- appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity

Per: *Shankar Mazumdar* Attorney-at-law

SHANKAR MAZUMDAR

Per: _____

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

**NORTH AMERICA CONSTRUCTION (1993)
LTD.**

Per: _____

Per: _____

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- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
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capacity as court- appointed receiver and
manager of Sprague-Rosser Contracting Co.
Ltd., and not in its personal capacity

Per: _____

Per: _____

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

**NORTH AMERICA CONSTRUCTION (1993)
LTD.**

Per: _____

Per:  _____

Scott McPherson
President

SCHEDULE "A"

Part 1 – GE Canada Equipment

Equipment Description	Serial Number	Equipment Year
Bauer BG24H Hydraulic Drill Rig	1559	2008

Part 2 – NAC Equipment

Equipment Description	Serial Number	Equipment Year
Bauer BG24H Hydraulic Drill Rig	1559	2008
Manitowoc Crawler 8500 Boom Crane	8501048150	2008
Birmingham L-15 Vertical Travel Lead System	Dwg GA-E12 112 Rev E	2012
Bauer RG19T Hydraulic Drill Rig (c/w Vibro)	86	2006
Pileco D19-42 Diesel Hammer	383	2008
Hammer Sled	B12278	2011
Fambo HR5000 Hy-RAM Hydraulic Hammer	11314	2008

DISPOSITION AGREEMENT made effective this 29 day of September, 2014

BETWEEN:

GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.
("GE Canada")

OF THE FIRST PART,

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
("EHER")

OF THE SECOND PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacity as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity
(the "Receiver")

OF THE THIRD PART,

WHEREAS:

A. The Receiver was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. ("**Sprague-Rosser**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");

B. GE Canada has financed the property identified in Schedule "A" hereto (the "**Equipment**") to EHER pursuant to;

- (i) Equipment Loan and Security Agreement no. 8789631001 dated July 15, 2013 between EHE Rentals, as client, and GE Canada, as lender; and
- (ii) Equipment Loan and Security Agreement no. 8781382001 dated May 16, 2013 between EHE Rentals, as client, and GE Canada, as lender

(each a "**GE Canada Agreement**");

C. EHER has leased the Equipment to Sprague-Rosser (the "**Sublease**");

D. The GE Canada Agreement and Sublease are in default. EHER wishes to enter into agreements for sale in respect of the Equipment (each, a "**Transaction**") which sale agreements will be with arm's-length parties and in an amount sufficient to pay the Cost Allocation (as hereinafter defined) and all amounts owing to GE Canada under each of the GE Canada Agreements;

Error! Unknown document property name.

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
DEFINED TERMS / PREAMBLE INCORPORATION**

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order.
- 1.2 The Preamble to this Agreement be and the same is hereby expressly incorporated into and forms part of this Agreement.

**ARTICLE 2
RELEASE AND DISPOSITION OF EQUIPMENT**

- 2.1 For the purposes of allowing EHER to consummate a Transaction and subject to the terms and conditions of this Agreement, the Receiver shall, upon being satisfied that EHER's legal counsel, McLennan Ross LLP ("**EHER's Counsel**") is in receipt of sufficient funds to irrevocably and unconditionally repay the Cost Allocation (as defined below) and all amounts owing to GE Canada under each GE Canada Agreement, release the Equipment to EHER or directly to the purchaser of the Equipment. In addition to the payments contemplated herein, EHER shall be responsible for all costs, fees and charges associated with storing, moving or otherwise relocating the Equipment from its current location for the purposes of a Transaction.
- 2.2 EHER shall obtain the written consent of the Receiver and GE Canada in respect of a Transaction prior to entering into any binding agreement in respect of a Transaction. EHER agrees to provide the Receiver and GE Canada with all relevant information pertaining to a Transaction including the proposed sales price for the Equipment, the identity of the Person acquiring the Equipment, the marketing efforts undertaken by EHER in respect of the Equipment, the proposed allocation of proceeds from the Equipment among GE Canada, EHER and the Receiver and the anticipated timing of the payment of the proceeds to GE Canada and the Receiver.
- 2.3 When seeking approval of the Transaction, EHER shall provide a schedule identifying the anticipated consideration to be received by the Receiver and GE Canada for each particular piece of Equipment and all fees, commissions, goods and services tax, or other charges arising from the Transaction in respect of each particular piece of Equipment (the "**Accounting Schedule**").
- 2.4 Nothing in this Agreement shall affect the right of GE Canada to enforce the various securities it holds as against EHER in GE Canada's sole and unfettered discretion.

ARTICLE 3 SALE PROCEEDS

- 3.1 EHER shall direct that all consideration in respect of a Transaction (the "**Gross Proceeds**") be paid to EHER's Counsel. EHER shall direct EHER's Counsel to hold the Gross Proceeds in trust and distribute same in accordance with this Agreement.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify EHER of the amount of the Receiver's direct costs and expenses that it proposes to allocate to the Equipment; and if the Receiver and EHER are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Equipment, the Receiver or EHER, on reasonable notice to the other, may make application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Equipment, either by agreement between EHER and the Receiver, or as determined by future Court Order, is hereinafter called the "**Cost Allocation**". The Receiver agrees that it will not claim a Cost Allocation amount that is more than 1.5% of the realizable value of the Equipment or 1.5% of the amount outstanding on the combined total of the GE Canada Agreements, whichever is greater. In the event that the quantum of the Cost Allocation is not conclusively determined by the closing of a Transaction, EHER shall direct EHER's Counsel to segregate the maximum amount that might be established in respect of the Cost Allocation prior to making distributions as contemplated herein.
- 3.3 EHER shall direct EHER's Counsel to disburse the Gross Proceeds, less the Cost Allocation (which shall be paid to the Receiver) and any fees, commissions or other charges arising from a Transaction that were approved by the Receiver and GE Canada in the Accounting Schedule (the "**Net Proceeds**"), to pay in full the secured indebtedness owed by EHER to GE Canada in respect of the GE Canada Agreement pursuant to which the GE Canada Equipment was financed to EHER in the manner set forth in the Accounting Schedule.
- 3.4 GE Canada agrees to discharge any registrations that it has caused to be made in any personal property registry with respect to the applicable Equipment upon indefeasible repayment in full in respect of the applicable GE Canada Agreement.
- 3.5 The Net Proceeds, less the aggregate of the amounts disbursed to GE Canada as provided for herein and amounts distributed to EHER's Counsel on account of its reasonable legal fees and disbursements in respect of the Transaction, shall be held in trust by EHER's Counsel and shall not be disbursed pending an agreement between EHER and the Receiver regarding such disbursement or an order of the Court.

ARTICLE 4 GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to GE Canada:

GE Capital Canada
525, 8th Avenue SW, Suite 3300
Calgary, AB T2P 1G1

Attention: Shankar Mazumdar
Email: sharnkar.mazumdar@ge.com

- (b) If given to EHER:

c/o McLennan Ross
600 West Chambers
12220 Stony Plain Road
Edmonton, AB T2N 3Y4

Attention: Charles P. Russell, QC
Email: crussell@mross.com

- (c) If given to the Receiver:

ALVAREZ & MARSAL CANADA INC., in
its capacity as court appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd.
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

- (d) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above. Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.

- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.

- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

**GENERAL ELECTRIC CANADA
EQUIPMENT FINANCE G.P.**

ALVAREZ & MARSAL CANADA INC., in its
capacity as court- appointed receiver and
manager of Sprague-Rosser Contracting Co.
Ltd., and not in its personal capacity

Per: _____

Per: _____

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

Per: _____

A large, stylized handwritten signature in black ink is written over the signature line for EDMONTON HEAVY EQUIPMENT RENTALS LTD. The signature consists of several sharp, sweeping strokes.

- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
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ALVAREZ & MARSAL CANADA INC., in its
capacity as court- appointed receiver and
manager of Sprague-Rosser Contracting Co.
Ltd., and not in its personal capacity

Per: _____

Shankar Mazumdar

Attorney-at-law Per: _____

SHANKAR MAZUMDAR

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

Per: _____

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ALVAREZ & MARSAL CANADA INC., in its
capacity as court- appointed receiver and
manager of Sprague-Rosser Contracting Co.
Ltd., and not in its personal capacity

Per: _____

Per: _____

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

Per: _____

SCHEDULE "A"

Equipment Description	Serial Number	Equipment Year
Kenworth T800	1NKDX4TX1DR964295	2013
Kenworth T800 w/ Hydrovac	1NKDX4TX5DR964073	2013
Tornado H4 Hydrovac Attachment	021829	2013
Kenworth T800 w/ Winch	1XKDD40X9EJ965102	2014
Tulsa RN-60 Winch	00000735	2014

COLLATERAL DISPOSITION AGREEMENT

Made effective this 19 day of September, 2014

BETWEEN:

CANADIAN WESTERN BANK
(the "**Lessor**")

OF THE FIRST PART,

and

SPRAGUE-ROSSER CONTRACTING CO. LTD.
(the "**Lessee**")

OF THE SECOND PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacities as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and as Trustee of the Bankrupt Estate of Sprague-
Rosser Contracting Ltd., and not in its personal capacity

OF THE THIRD PART,

PREAMBLE:

- A. Alvarez & Marsal Canada Inc. was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. (the "**Receiver**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");
- B. Alvarez & Marsal Canada Inc. was appointed Trustee of the Bankrupt Estate of Sprague-Rosser Contracting Co. Ltd. by assignment filed in the City of Edmonton Bankruptcy Estate No. 24-1906774 on September 3, 2014 (the "**Trustee**");
- C. The Lessor has leased the various property identified and located as set forth in Schedule "A" hereto (collectively, the "**Collateral**") to the Lessee;
- D. The Collateral forms part of the Property defined in the Receivership Order (the "**Property**");
- E. The Lessor wishes to seize the Collateral and proceed to dispose of the Collateral (in each case, a "**Realization**") in accordance with the provisions of the Alberta, and if applicable, the Saskatchewan, *Personal Property Security Act* (collectively the "**PPSA**");
- F. The Receiver and the Trustee on behalf of the Lessee and each on their own behalf (each, a "**Party**" and collectively with the Lessor, the "**Parties**") consent to the Lessor effecting a seizure of the Collateral and proceeding with the disposition of the Collateral in accordance with the provisions of the PPSA;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order; and the terms set forth in the Preamble are confirmed and accepted by the Parties and form part of this Agreement.

ARTICLE 2 RELEASE AND DISPOSITION OF COLLATERAL

- 2.1 Subject to the terms and conditions of this Agreement, the Receiver and the Trustee shall release the Collateral to the Lessor, and/or Stewart Belland and Assoc. Inc. or such other instructed Civil Enforcement Agent Seizing Bailiff or other party (the "**Seizing Agent**"), for the purpose of allowing the Collateral to be seized, removed and disposed of in accordance with the provisions of the PPSA and any other applicable law.
- 2.2 The Lessor has provided to the Receiver and the Trustee copies of its below noted lease security, confirmation of the requisite registration of the Lessor's security interests in the Collateral, together with an accounting of the outstanding amounts payable by the Lessee to the Lessor under such security (the "**Contracting Debt**"), which the Receiver and the Trustee each on its own behalf and on behalf of Contracting acknowledge and agree (subject to the issue noted in paragraph 3.4(c) below), is payable and secured in favour of the Lessor under the Lessor's security:
- (a) outstanding balance payable to CWB under CWB's November 9, 2007 Master Lease Agreement (the "**Master Lease Agreement**") and the August 29, 2009 Schedule 2 to the Master Lease Agreement signed by CWB and Contracting ("**Schedule 2**") by which CWB has leased to Contracting the described Forklift and accessories (the "**Forklift**"), totalling \$902.52, plus interest accruing from August 13, 2014 at the rate of \$0.14 per day, plus CWB's monthly administration fee such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now or hereafter incurred by CWB to recover such outstanding Debt (the "**Forklift PMSI Debt**"); plus,
 - (b) outstanding balance payable by Contracting to CWB under the Master Lease Agreement and the May 10, 2012 Schedule 3 to the Master Lease Agreement signed by CWB and Contracting ("**Schedule 3**") by which CWB has leased to Contracting the described 2008 Ford Truck with accessories and attachments (the "**2008 Ford**"), totalling \$26,153.27, plus interest accruing from August 13, 2014 at the rate of \$3.51 per day, plus CWB's monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now or hereafter incurred by CWB to recover such outstanding Debt (the "**2008 Ford PMSI Debt**"); plus,
 - (c) outstanding balance by Contracting to CWB under the Master Lease Agreement and Schedule 311753 to the Master Lease Agreement signed by CWB and Contracting ("**Schedule 311753**") by which CWB has leased to Contracting the described 2006 Truck complete with the Vacuum Unit (the "**2006 Kenworth**"), totalling \$96,889.01, plus interest accruing from August 13, 2014 at the rate of \$13.81 per day, plus CWB's monthly administration fee of \$50.00 payable on the first day of each month

as and from August 1, 2014 until the such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now or hereafter incurred by CWB to recover such outstanding Debt (the "**2006 Kenworth PMSI Debt**"); plus,

- (d) the outstanding balance payable pursuant to the Master Lease Agreement and the Collateral July 17, 2012 Schedule 311753-5 to the Master Lease Agreement signed by CWB and Contracting ("**Schedule 5**") by which CWB has leased to Contracting the described 2013 Truck and Hydrovac Package (the "**2013 Kenworth**") totalling \$386,982.96, plus interest accruing from August 13, 2014 at the rate of \$42.15 per day, plus CWB's monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now or hereafter incurred by CWB to recover such outstanding Debt (the "**2013 Kenworth PMSI Debt**"); and,
 - (e) that CWB's present and future solicitor and own client costs to recover the above noted PMSI Debt's, includes the reasonable fees and disbursements payable to the Seizing Agent to seize, remove and sell the Forklift, the 2008 Ford, the 2006 Kenworth and the 2013 Kenworth, together with all present and future CWB solicitor and own client costs incurred to enforce and realize on the CWB security to recover the above noted applicable PMSI Debt's.
- 2.3 It is acknowledged that CWB also claims its present and future solicitor and own client costs to enforce CWB's above noted security to recover the full balance of the remaining Contracting Debt, resulting from any shortfall (the "**PMSI Shortfall Debt**") in the event the sale proceeds realized from the above noted applicable Collateral are not sufficient to recover the applicable PMSI Debt, from sale proceeds of other Collateral that remain after payment of the applicable PMSI Debt for such Collateral. The entitlement to these costs form part of the CWB claim for its PMSI Shortfall Debt referenced in 3.4(c) below.
- 2.4 The Lessor shall be responsible for all costs, fees and charges associated with the storing (as may be required), moving or otherwise relocating the Collateral from its current location for the purposes of the Realization, in accordance with the requirements of the PPSA and any other applicable legislation or law, but such amounts are included in the PMSI Debts' detailed in paragraph 2.2 hereof, that shall be paid secondly from the Gross Proceeds of the Collateral as agreed herein.
- 2.5 The Receiver and the Trustee on behalf of the Lessee and each on its own behalf hereby waive the 20 day notice period contained in ss. 60(4) and (8) of the PPSA.
- 2.6 The Lessor shall provide, or arrange for the Seizing Agent to provide, to the Receiver and the Trustee all relevant information pertaining to the estimated value of the seized Collateral, the steps and proceedings to be taken to market and sell the seized Collateral, in an effort prior to completing the sale of the Collateral to conclude an agreement with the Receiver and the Trustee that the Lessor, and/or Seizing Agent, may sell the Collateral privately for an amount not less than a minimum price, or by public auction at a time and date notified to the Receiver and the Trustee; failing which the Lessor shall provide, or arrange for the Seizing Agent to provide, two day's prior notice to the Receiver and the Trustee of any recommended sale price for the Collateral (the "**Recommended Price**") and in such event it is agreed that the Lessor, and/or Seizing Agent, may complete the sale of any Collateral at the Recommended Price unless objected to in writing by the Receiver and/or the Trustee.
- 2.7 In the event the Receiver and/or the Trustee object to any proposed private sale of the Collateral at the Recommended Price, the Lessor may apply to Court on notice to the Receiver and the Trustee for an Order to complete the sale at the Recommended Price; and it is agreed that the party that is successful at such application will be entitled to recover its solicitor and own client costs from the non-successful party provided that it is expressly understood and agreed that any claim by the Lessor

for such costs against the Receiver and/or Trustee shall be made solely against the estate of the Lessee and not against Alvarez & Marsal Canada Inc. in its personal capacity.

ARTICLE 3
AGREED DISTRIBUTION OF THE COLLATERAL SALE PROCEEDS

- 3.1 The Lessor shall account, or shall cause the Seizure Agent to account, to the Receiver and the Trustee for all consideration (the "**Gross Proceeds**") realized from the sale of each piece of Collateral.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify the Lessor of the amount of the Receiver's costs and expenses that it proposes to allocate to the Collateral in payment of the Receiver's Charge and Borrowing Charge as defined and ordered in the Receivership Order, and if the Lessor, the Receiver and the Trustee are not able to agree on the amount of the Receiver's fees and disbursements to be allocated to the Collateral, the Lessor, the Receiver and the Trustee on reasonable notice to the other, shall make application to the Court to determine the amount of such allocation. The said amount of the Receiver's fees and disbursements allocated to the Collateral, either by agreement between the Lessor and the Receiver, or as determined by future Court Order, is herein called the "**Cost Allocation**". Provided always it is agreed by the Parties that amount of the Cost Allocation includes any amount CWB agreed to pay the Receiver on account of the Receiver moving and preserving the Collateral (the "**Agreed Disbursements**").
- 3.3 The Receiver agrees that it shall not claim a Cost Allocation amount greater than the aggregate of 1.5% of the realizable value of the Collateral or 1.5% of the Contracting Debt, whichever is greater, plus Agreed Disbursements (the "**Maximum Allocable Amount**"); but such limitation, does not in any way prejudice the claim of the Lessor that the Cost Allocation be less and levied solely on the reasonable fees and disbursements incurred by the Receiver to locate, secure and to determine the validity of the CWB lease security for recovery of the amounts set forth in paragraph 2.2 hereof, inclusive of the PMSI Shortfall Debt.
- 3.4 The Receiver, the Trustee and the Lessor covenant and agree that the Gross Proceeds for the Collateral shall be paid and applied in priority, and/or held, as follows:
- (a) firstly, the amount of the Cost Allocation shall be paid to the Receiver and, if the Cost Allocation has not yet been determined, the Maximum Allocable Amount will be held in trust by the Lessor's Solicitors (as hereinafter defined), pending the determination of the amount of the Cost Allocation as agreed herein;
 - (b) secondly, an amount equal to the following amounts shall be paid to the Seizing Agent and the Lessor in recognition of their priority for such sums:
 - (i) an amount equal to the lesser of either the Gross Proceeds of the Forklift less the Cost Allocation or the Forklift PMSI Debt;
 - (ii) the amount equal to the lesser of the Gross Proceeds of the 2008 Ford less the Cost Allocation or the 2008 Ford PMSI Debt;
 - (iii) an amount equal to the lesser of the Gross Proceeds of the 2006 Kenworth less the Cost Allocation or the 2006 Kenworth PMSI Debt; and,
 - (iv) an amount equal to the lesser of the Gross Proceeds of the 2013 Kenworth less the Cost Allocation or the 2013 Kenworth PMSI Debt; and,

- (c) the remaining sale proceeds shall be held in trust by the Lessor's counsel, namely Davis LLP of Edmonton, Alberta, Attention: Douglas H. Shell, Q.C. (the "**Lessor's Solicitors**") pending determination as between the Receiver, the Trustee and the Lessor as to whether or not the Lessor's perfected security interest in the Collateral also gives the Lessor priority to the balance of the sale proceeds of the Collateral for payment of the PMSI Shortfall Debt (the "**PMSI Shortfall Issue**"), to be determined either by written agreement between the Receiver, Trustee and the Lessor, or by further Order of the Court to be obtained by either the Lessor or the Receiver or Trustee on reasonable notice to the other.

- 3.5 In the event the PMSI Shortfall Issue must be determined by Court Order, the party or parties that is or are successful will be entitled to its solicitor and own client costs from the non-successful party or parties, as applicable, provided that it is understood and agreed that any claim by the Lessor against the Receiver and/or Trustee for such costs is solely against the estate of the Lessee and not against Alvarez & Marsal Canada Inc. in its personal capacity,

ARTICLE 4 GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to the Lessor:

Canadian Western Bank
3000, 10303 Jasper Avenue
Edmonton, AB T5J 3X6

Attention: Ken Tunnicliffe
Email: ken.tunnicliffe@cwbank.ca

with a copy to:

the Lessor's Solicitors, namely:

Davis LLP
1201 Scotia Tower 2
10060 Jasper Avenue
Edmonton AB T5J 4E5

Attention: Douglas H. Shell, Q.C.
Email: dshell@davis.ca

- (b) If given to the Receiver and the Trustee:

ALVAREZ & MARSAL CANADA INC., in its capacity as court appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd. and as Trustee of the Sprague-Rosser Contracting Co. Ltd. Bankrupt Estate
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

with a copy to:

the Receiver's Solicitors, namely:

McCarthy Tétrault LLP
400 421 7th Avenue S
Calgary AB T2P 3K9

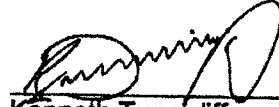
Attention: Sean F. Collins
Email: scollins@mccarthy.ca

- (c) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above.
 - (d) Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.
- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
 - 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
 - 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
 - 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

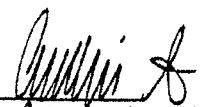
IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its
duly authorized officer:

Per:



Kenneth Tunnicliffe
AVP Credit Risk



ANNAMARIA FRETES
SR. CREDIT ADMINISTRATOR

ALVAREZ & MARSAL CANADA INC., in its
capacity as Receiver and as Trustee (not in its
personal capacity), under the hand of its duly
authorized officer

Per:

Print Name:

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its
duly authorized officer

Per: _____
Kenneth Tunncliffe

ALVAREZ & MARSAL CANADA INC., in its
capacity as Receiver and as Trustee (not in its
personal capacity), under the hand of its duly
authorized officer

Per: _____
Print Name: *Tim Reil*

SCHEDULE "A"

Description	Serial No.	Location
2009 Clark Pneumatic Tire Forklift c/w 189" Triple Stage Upright, 41" Class III Sideshift, 48" Forks	0969-9644	Contracting Acheson Yard
2008 Ford F650 XLT Super Duty S/A Mechanics Truck complete with all accessories and attachments	3FRXF65G88V645037	Contracting Acheson Yard
2006 International 760 Truck c/w Vactor 2100 Vacuum Unit (serial no. 05-10V-9587)	1HTWXSAT46J231922	Contracting Acheson Yard
2013 Kenworth T800 Truck c/w 2012 Tornado F4 Hyrovac Package (serial no. 20320).	1NKDX4TX6DR962560	Contracting Acheson Yard

COLLATERAL DISPOSITION AGREEMENT

Made effective this 14th day of September, 2014

BETWEEN:

CANADIAN WESTERN BANK
(the "Lessor")

OF THE FIRST PART,

and

SPRAGUE-ROSSER LEASING INC.
(the "Lessee")

OF THE SECOND PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacities as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and as Trustee of the Bankrupt's Estate of Sprague-
Rosser Contracting Co. Ltd., and not in its personal capacity

OF THE THIRD PART,

PREAMBLE:

A. Alvarez & Marsal Canada Inc. was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. (the "**Receiver**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");

B. Alvarez & Marsal Canada Inc. was appointed Trustee of the Bankrupt Estate of Sprague-Rosser Contracting Co. Ltd. by assignment filed in the City of Edmonton Bankruptcy Estate No. 24-1906774 on September 3, 2014 (the "**Trustee**");

C. The Lessor has leased the various property identified and located as set forth in Schedule "A" hereto (collectively, the "**Collateral**") to the Lessee;

D. The Receiver alleges that the Collateral forms part of the Property defined in the Receivership Order;

E. The Lessor wishes to seize the Collateral and proceed to dispose of the Collateral (in each case, a "**Realization**") in accordance with the provisions of the Alberta, and as applicable, the Saskatchewan, *Personal Property Security Act* (collectively the "**PPSA**");

F. The Receiver, the Trustee and the Lessee (each, a "**Party**" and collectively with the Lessor, the "**Parties**") consent to the Lessor effecting a seizure of the Collateral and proceeding with the disposition of the Collateral in accordance with the provisions of the PPSA;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order; and the terms set forth in the Preamble are confirmed and accepted by the Parties and form part of this Agreement.

ARTICLE 2 RELEASE AND DISPOSITION OF COLLATERAL

- 2.1 Subject to the terms and conditions of this Agreement, the Receiver, the Trustee and the Lessee shall release the Collateral to the Lessor, and/or Stewart Belland and Assoc. Inc. or such other instructed Civil Enforcement Agent or Seizing Bailiff or other party (the "**Seizing Agent**"), for the purpose of allowing the Collateral to be seized, removed and disposed of in accordance with the provisions of the PPSA and any other applicable law.
- 2.2 The Lessor has provided to the Receiver and the Trustee copies of its below noted lease security, confirmation of the requisite registration of the Lessor's security interests in the Collateral, together with an accounting of the outstanding amounts payable by the Lessee to the Lessor under such security (the "**Leasing Security**"), which the Receiver, the Trustee and the Lessee hereby acknowledge and agree (subject to the issues noted in paragraph 3.4(c) and 3.4(d)(i) below), is payable and secured in favour of the Lessor under the Lessor's security:
- (a) outstanding balance payable by Leasing to CWB under CWB's June 14, 2011 Master Lease Agreement (the "**Master Lease Agreement**") and the June 14, 2011 Schedule 1 to the Master Lease Agreement signed by CWB and Leasing ("**Schedule 1**") by which CWB has leased to Leasing the described 8 Ford Trucks and accessories (the "**8 Ford Trucks**"), totalling \$127,501.74, plus interest accruing from August 13, 2014 at the rate of \$19.07 per day, plus the CWB monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now and hereafter incurred by CWB to recover such Debt (the "**8 Ford Trucks PMSI Debt**");
 - (b) outstanding balance payable by Leasing to CWB under the Master Lease Agreement and the June 14, 2011 Schedule 2 to the Master Lease Agreement signed by CWB and Leasing ("**Schedule 2**") by which CWB has leased to Leasing the described 2 Ford Trucks with accessories (the "**2 Ford Trucks**"), totalling \$39,447.25, plus interest accruing from August 13, 2014 at the rate of \$5.68 per day, plus the CWB monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now and hereafter incurred by CWB to recover such Debt (the "**2 Ford Trucks PMSI Debt**");

- (c) outstanding balance payable by Leasing to CWB under the Master Lease Agreement and Schedule 311757 to the Master Lease Agreement signed by CWB and Leasing ("**Schedule 311757**") by which CWB has leased to Leasing the described 4 Ford Trucks complete with accessories (the "**4 Ford Trucks**"), totalling \$103,779.43, plus interest accruing from August 13, 2014 at the rate of \$14.17 per day, plus the CWB monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now and hereafter incurred by CWB to recover such Debt (the "**4 Ford Trucks PMSI Debt**"); plus,
 - (d) the outstanding balance payable by Leasing to CWB under the Master Lease Agreement and the August 21, 2012 Schedule 311757-4 to the Master Lease Agreement signed by CWB and Leasing ("**Schedule 311757-4**") by which CWB has leased to Leasing the described 5 Ford Trucks and accessories (the "**5 Ford Vehicles**"), totalling \$114,824.37, plus interest accruing from August 13, 2014 at the rate of 15.66 per day, plus the CWB monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now and hereafter incurred by CWB to recover such Debt (the "**5 Ford Vehicles PMSI Debt**"); and,
 - (e) that CWB's present and future solicitor and own client costs on a full indemnity basis to recover the above noted PMSI Debt's, also includes the reasonable fees and disbursements of the Seizing Agent to seize, remove and sell the 8 Ford Trucks, the 2 Ford Trucks, the 4 Ford Trucks and the 5 Ford Vehicles, together with all present and future CWB solicitor and own client costs incurred to enforce CWB's security and to realize on the Collateral to recover the above noted respective PMSI Debt's (the "**Realization Costs**").
- 2.3 It is acknowledged that CWB also claims its present and future solicitor and own client costs to enforce CWB's above noted lease security to recover the full balance of the remaining Leasing Debt, resulting from any shortfall (the "**PMSI Shortfall Debt**") in the event the sale proceeds realized from the above noted applicable Collateral are not sufficient to recover the applicable PMSI Debt, from sale proceeds of other Collateral that remain after payment of the applicable PMSI Debt for such Collateral. The entitlement to these costs also form part of the CWB claim referenced in 3.4(b) below.
- 2.4 The Lessee acknowledges and agrees to CWB's priority to recover from the Gross Proceeds of the Collateral both the PMSI Debts' noted in paragraph 2.2 above and any PMSI Shortfall Debt.
- 2.5 The Lessor shall be responsible for all costs, fees and charges associated with the storing (as may be required), moving or otherwise relocating the Collateral from its current location for the purposes of the Realization, in accordance with the requirements of the PPSA and any other applicable legislation or common law, but such amounts are to be paid secondly from the Gross Proceeds of the Collateral as agreed herein.
- 2.6 The Receiver, the Trustee and the Lessee hereby agree to waive the 20 day notice period contained in ss. 60(4) and (8) of the PPSA.
- 2.7 The Lessor shall provide, or arrange for the Seizing Agent to provide, to the Receiver, the Trustee and the Lessee all relevant information pertaining to the estimated value of the Collateral, the steps and proceedings to be taken to market and sell the seized Collateral, in an effort prior to completing the sale of the Collateral to conclude an agreement with the Receiver, the Trustee and the Lessee that the Lessor, and/or Seizing Agent, may sell the Collateral privately for an amount not less than a minimum price, or by public auction at a time and date notified to the Receiver, the Trustee and Lessee; and failing which the Lessor shall provide, or arrange for the Seizing Agent to provide, two day's prior notice to the Receiver, the Trustee and the Lessee of a recommended sale price (the "**Recommended Price**") for the Collateral, and in such event it is agreed that the Lessor, and/or

Seizing Agent, may complete the sale of any such Collateral at the Recommended Price unless objected to in writing by the Receiver, the Trustee and/or the Lessee.

- 2.8 In the event the Receiver, the Trustee or the Lessee object to any proposed private sale of the Collateral at the Recommended Price, the Lessor may apply to Court on notice to the Receiver, the Trustee or Lessee, as applicable, for an Order to complete the sale at the Recommended Price; and it is agreed that the party or parties that is or are successful at such application will be entitled to recover its solicitor and own client costs from the non-successful party or parties as the case may be; provided always it is understood and agreed that any claim by either the Lessor, the Lessee for such costs against the Receiver and/or Trustee is solely against the estate of Sprague-Rosser Contracting Co. Ltd, and not against Alvarez & Marsal Canada Inc. in its personal capacity.

ARTICLE 3 AGREED DISTRIBUTION OF THE COLLATERAL SALE PROCEEDS

- 3.1 The Lessor shall account, or cause the Seizing Agent to account, to the Receiver/Trustee and Lessee for all consideration (the "**Gross Proceeds**") realized from the sale of each piece of Collateral.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify the Lessor, the Lessee and the Trustee of the amount of the Receiver's costs and expenses that it proposes to allocate to the Collateral in payment of the Receiver's Charge and Borrowing Charge as defined and ordered in the Receivership Order; and if the Lessor, the Receiver, the Trustee and Lessee are not able to agree on the amount of the Receiver's fees and disbursements to be allocated to the Collateral, the Lessor, the Lessee, the Receiver or the Trustee on reasonable notice to the others, may make application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Collateral, either by agreement between the Lessor, the Lessee, the Receiver and Trustee, or as determined by future Court Order, is herein called the "**Cost Allocation**". Provided always it is agreed by the Parties that the amount of the Cost Allocation shall include any amount CWB agreed to pay to cover the Receiver's costs to move and preserve the Collateral (the "**Agreed Disbursements**").
- 3.3 The Receiver agrees that it shall not claim a Cost Allocation amount greater than the aggregate of 1.5% of the realizable value of the Collateral or 1.5% of the Leasing Debt whichever is greater, plus Agreed Disbursements (the "**Maximum Allocable Amount**"); but such limitation, does not in any way prejudice the claims of the Lessee and the Lessor that the Cost Allocation be less and levied solely on the reasonable fees and disbursements incurred by the Receiver to locate, secure and to determine the validity of CWB's lease security for recovery of the amounts set forth in paragraph 2.2 hereof, inclusive of the PMSI Shortfall Debt.
- 3.4 The Lessor, the Receiver, the Trustee and the Lessee covenant and agree that the Gross Proceeds for the Collateral shall be paid and applied in accordance with priority, and/or held, as follows:
- (a) firstly, the Cost Allocation shall be paid to the Receiver; and if the Cost Allocation has not yet been determined, the Maximum Allowable Amount will be held in trust by the Lessor's Solicitors (as hereinafter defined) until such time that the amount of the Cost Allocation is determined as agreed herein;
 - (b) secondly, the Realization Costs, including without limitation, the amounts referenced in paragraph 2.5 above, shall be paid to the Lessor and/or the Seizing Agent;
 - (c) the remaining sale proceeds shall be held in trust by the Lessor's counsel, namely Davis LLP of Edmonton, Alberta, Attention: Douglas H. Shell, Q.C. (the "**Lessor's Solicitors**") pending a potential agreement as between the Lessor, the

Receiver, the Trustee, or failing such agreement, pending a further Order of the Court to be obtained by either the Lessor, the Receiver or the Trustee on reasonable notice to the others, as to whether or not the Lessor holds an enforceable perfected Purchase Money Security Interest ("PMSI") in the Collateral vis a vis the Lessee and the Trustee and if so, the amount payable and secured in respect of such PMSI priority shall be paid to the Lessor from the sale proceeds of the applicable Collateral in the amounts agreed in 2.2 above less the Cost Allocation and the Realization Costs paid in accordance with 3.4(a) and (b) above (the "**First Issue**");

- (d) after determination of the First Issue the remaining sale proceeds held in trust by the Lessor's Solicitors, and shall be paid in priority, or held as follows:
 - (i) sufficient remaining sale proceeds shall be held by the Lessor's Solicitors pending a potential agreement as between the Lessor, the Receiver or the Trustee, or failing such agreement pending a further Court Order to be obtained by the Lessor, the Receiver or Trustee on reasonable notice to the others, as to whether or not the Lessor's perfected security interest in the Collateral also gives the Lessor priority to recover the PMSI Shortfall Debt, and if so, the PMSI Shortfall Debt shall be paid from such remaining proceeds to the Lessor (the "**Second Issue**");
 - (ii) after holding back sufficient sale proceeds to recover the PMSI Shortfall Debt, inclusive of the Lessor's Solicitors estimated costs to determine the Second Issue, the balance, if any, of the sale proceeds shall be paid to the Lessee's Solicitors Duncan Craig LLP of Edmonton, Alberta, Attention: Darren Bieganeck Q.C. (the "**Lessee's Solicitors**") to be applied or held as follows:
 - aa) the Lessee's Solicitors solicitor and own clients costs incurred to obtain legal advice and to negotiate the terms and conditions of this Agreement shall be paid to the Lessee's Solicitors; and,
 - bb) After determination of the Second Issue, any remaining sale proceeds of the Collateral, shall be paid and distributed by the Lessee's Solicitors as agreed between the Lessee, the Receiver and the Trustee, or failing such agreement by further Court Order to be obtained by either the Lessee, the Receiver or the Trustee on reasonable notice to the others (the "**Third Issue**").

- 3.5 In the event either the First Issue, the Second Issue or the Third Issue must be determined by Court Order, the party or parties that are successful will be entitled to solicitor and own client costs to be paid by the non-successful party or parties, as applicable; provided always that it is expressly understood and agreed that any claim by the Lessor or the Lessee for costs against the Receiver or the Trustee will be made solely against the estate of Sprague-Rosser Contracting Co. Ltd, and not against Alvarez & Marsal Canada Inc. in its personal capacity.

ARTICLE 4 GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to the Lessor:

Canadian Western Bank
3000, 10303 Jasper Avenue
Edmonton, AB T5J 3X6

Attention: Ken Tunnicliffe
Email: ken.tunnicliffe@cwbank.ca

with a copy to:

the Lessor's Solicitors, namely:

Davis LLP
1201 Scotia Tower 2
10060 Jasper Avenue
Edmonton AB T5J 4E5

Attention: Douglas H. Shell, Q.C.
Email: dshell@davis.ca

- (b) If given to the Receiver and the Trustee:

ALVAREZ & MARSAL CANADA INC., in its capacity as
court appointed receiver and manager of Sprague-Rosser
Contracting Co. Ltd., and as Trustee of the Sprague-
Rosser Contracting Co. Ltd. Bankrupt Estate
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

with a copy to:

the Receiver/Trustee's Solicitors, namely:

McCarthy Tétrault LLP
400 421 7th Avenue S
Calgary AB T2P 3K9

Attention: Sean F. Collins
Email: scollins@mccarthy.ca

- (c) If given to the Lessee:

Sprague-Rosser Leasing Inc.

Attention: Jess Jessamine
Email: jeff@sprague-rosser.com

with a copy to:

the Lessee's Solicitors, namely:

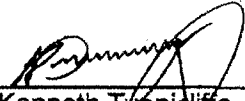
Duncan Craig LLP
Suite 2800, Scotia Place
10060 Jasper Ave.
Edmonton, AB T5J 3V9

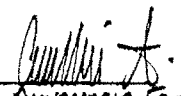
Attention: Darren Bieganek, Q.C.
Email: dbieganek@dc LLP.com

- (d) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above.
 - (e) Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.
- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
 - 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
 - 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
 - 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its duly authorized officer/s

Per: 
Kenneth Tunnicliffe
AVP credit risk


ANNA MARIA FRETES
SR. CREDIT ADMINISTRATOR

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and as Trustee (not in its personal capacity), under the hand of its duly authorized officer

Per: _____
Print Name:

SPRAGUE-ROSSER LEASING INC. under the hand(s) of its duly authorized officer(s)

Per: _____
Print Name:

Per: _____
Print Name:

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its duly authorized officer

Per: _____
Kenneth Tunncliffe

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and as Trustee (not in its personal capacity), under the hand of its duly authorized officer

Per: _____
Print Name: *Tim Reid*

SPRAGUE-ROSSER LEASING INC. under the hand(s) of its duly authorized officer(s)

Per: _____
Print Name:

Per: _____
Print Name:

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its duly authorized officer

Per: _____
Kenneth Tunnicliffe

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and as Trustee (not in its personal capacity), under the hand of its duly authorized officer

Per: _____
Print Name:

SPRAGUE-ROSSER LEASING INC. under the hand(s) of its duly authorized officer(s)

Per: _____
Print Name:

Per: _____
Print Name:

SCHEDULE "A"

Description	Serial No.	Location
2011 Ford F250 4x4 Truck	1FT7W2B68BEC55365	Contracting Acheson Yard
2011 Ford F250 4x4 Truck	1FT7W2B6XBEC55366	Contracting Acheson Yard
2011 Ford F250 4x4 Truck	1FT7W2B61BEC55367	Contracting Acheson Yard
2011 Ford F250 4x4 Truck	1FT7W2B63BEC55368	Contracting Acheson Yard
2011 Ford F250 4x4 Truck	1FT7W2B65BEC55369	Contracting Acheson Yard
2011 Ford F150 4x4 Truck	1FTFW1ET5BFB07384	Contracting Acheson Yard
2011 Ford F150 4x4 Truck	1FTFW1ET7BFB07385	Contracting Acheson Yard
2011 Ford F150 4x4 Truck	1FTFW1ET4BKD54693	Contracting Acheson Yard
2011 Ford F150 Truck	1FTFW1EF3BKD84830	Contracting Acheson Yard
2011 Ford F150 Truck	1FTFW1EF7BKD77427	Contracting Acheson Yard
2012 Ford F150 4x4 Truck	1FTFW1EF4CFA46654	Contracting Acheson Yard
2012 Ford F150 4x4 Truck	1FTFW1EF7CKD62895	the Receiver's Secured Site in Saskatoon, Saskatchewan
2012 Ford F150 4x4 Truck	1FTFW1EF5CFB48545	Contracting Acheson Yard
2012 Ford F150 4x4 Truck	1FTFW1EF3CFA31840	Contracting Acheson Yard
2012 Ford 150 4x4 Supercab XLT	1FTFW1EF3CFB30562	Contracting Acheson Yard
2012 Ford 150 4x4 Supercab XLT	1FTFW1ET5CFB18452	Contracting Acheson Yard
2012 Ford 150 4x4 Supercab XLT	1FTFW1ET1CFB38519	Contracting Acheson Yard
2011 Ford E350 Econoline Van	1FBNE3BL7BDA75617	the Receiver's Secured Site in Saskatoon, Saskatchewan
2011 Ford E350 Econoline Van	1FBNE3BL5BDB02880	Contracting Acheson Yard

COLLATERAL DISPOSITION AGREEMENT

Made effective this 10th day of September, 2014

BETWEEN:

CANADIAN WESTERN BANK
(the "**Lessor**")

OF THE FIRST PART,

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
(the "**Lessee**")

OF THE SECOND PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacities as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and as Trustee of the Bankrupt Estate of Sprague-
Rosser Contracting Co. Ltd., and not in its personal capacity
(the "**Receiver**")

OF THE THIRD PART,

PREAMBLE:

- A. Alvarez & Marsal Canada Inc. was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. (the "**Receiver**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");
- B. Alvarez & Marsal Canada Inc. was appointed Trustee of the Bankrupt Estate of Sprague-Rosser Contracting Co. Ltd. by assignment filed in the City of Edmonton Bankruptcy Estate No. 24-1906774 on September 3, 2014 (the "**Trustee**")
- C. The Lessor has leased the various property identified and located as set forth in Schedule "A" hereto (collectively, the "**Collateral**") to the Lessee;
- D. The Receiver alleges that the Collateral forms part of the Property defined in the Receivership Order;
- E. The Lessor wishes to seize the Collateral and proceed to dispose of the Collateral (in each case, a "**Realization**") in accordance with the provisions of the Alberta, and as applicable, the Saskatchewan, *Personal Property Security Act* (collectively the "**PPSA**");
- F. The Receiver, the Trustee, the Lessee (each, a "**Party**" and collectively with the Lessor, the "**Parties**") consent to the Lessor effecting a seizure of the Collateral and proceeding with the disposition of the Collateral in accordance with the provisions of the PPSA;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order; and the terms set forth in the Preamble are confirmed and accepted by the Parties and form part of this Agreement.

ARTICLE 2 RELEASE AND DISPOSITION OF COLLATERAL

- 2.1 Subject to the terms and conditions of this Agreement, the Receiver, the Trustee and the Lessee shall release the Collateral to the Lessor, and/or Stewart Belland and Assoc. Inc. or such other instructed Civil Enforcement Agent or Seizing Bailiff (the "**Seizing Agent**"), for the purpose of allowing the Collateral to be seized, removed and disposed of in accordance with the provisions of the PPSA and any other applicable law.
- 2.2 The Lessor has provided to the Receiver and the Trustee copies of its below noted lease security, confirmation of the requisite registration of the Lessor's security interests in the Collateral, together with an accounting of the outstanding amounts payable by the Lessee to the Lessor under such security (the "**Heavy Debt**"), which the Receiver, the Trustee and Lessee each acknowledges and agrees (subject to the issue noted in paragraph 3.4(c) below), is payable and secured in favour of the Lessor under the Lessor's security:
- (a) outstanding balance payable to CWB under CWB's May 2, 2012 Master Lease Agreement (the "**Master Lease Agreement**") and the May 2, 2012 Schedule 310477 to the Master Lease Agreement signed by CWB and the Lessee ("**Schedule 310477**") by which CWB has leased to the Lessee the described 7 goods (the "**7 Goods**"), totalling \$563,253.59, plus interest accruing from August 11, 2014 at the rate of \$87.44 per day, plus the CWB monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all of CWB's solicitor and own client costs now and hereafter incurred by CWB to recover such Debt (the "**7 Goods PMSI Debt**"); plus,
 - (b) outstanding balance payable to CWB under the Master Lease Agreement and the March 28, 2013 Schedule 319865A to such Agreement signed by CWB and the Lessee ("**Schedule 319865A**") by which CWB has leased to the Lessee the described 14 goods (the "**14 Goods**"), totalling \$2,407,393.21, plus interest accruing from August 11, 2014 at the rate of \$373.75 per day, plus the CWB monthly administration fee of \$50.00 payable on the first day of each month as and from August 1, 2014 until such Debt is paid in full, plus payment of all CWB's solicitor and own client costs now and hereafter incurred by CWB to recover such Debt (the "**14 Goods PMSI Debt**"); and,
 - (c) that CWB's present and future solicitor and own client costs on a full indemnity basis to recover the above noted PMSI Debt's, includes the reasonable fees and disbursements payable to the Seizure Agent to appoint, seize, remove and sell the 7 Goods and the 14 Goods, together with all present and future CWB solicitor and own client costs now or hereafter incurred to realize on the respective Collateral to recover the above noted applicable PMSI Debt's.

- 2.3 It is acknowledged that CWB also claims its present and future solicitor and own client costs to enforce CWB's above lease security to recover the full balance of the remaining Contracting Debt, resulting from any shortfall (the "**PMSI Shortfall Debt**") in the event the sale proceeds realized from the above noted applicable Collateral are not sufficient to recover the respective PMSI Debt's, from sale proceeds of other Collateral that remain after payment of the applicable PMSI Debt for such Collateral. The entitlement to these costs form part of the CWB PMSI Claim referenced in 3.4(c) below.
- 2.4 The Lessee acknowledges and agrees to CWB's priority under its lease security to recover any PSMI Shortfall Debt.
- 2.5 The Lessor shall be responsible for all costs, fees and charges associated with the storing (as may be required), moving or otherwise relocating the Collateral from its current location for the purposes of the Realization, in accordance with the requirements of the PPSA and any other applicable legislation or common law, but such amounts are included in the PMSI Debts' detailed in 2.2 hereof, that shall be paid secondly from the Gross Proceeds of the Collateral as agreed herein.
- 2.6 The Receiver, the Trustee and the Lessee hereby waive the 20 day notice period contained in ss. 60(4) and (8) of the PPSA.
- 2.7 The Lessor shall provide, or arrange for the Seizing Agent to provide, to the Receiver, the Trustee and Lessee all relevant information pertaining to the estimated value of the Collateral, the steps and proceedings to be taken to market and sell the seized Collateral, in an effort prior to completing the sale of the Collateral to conclude an agreement with the Receiver, the Trustee and the Lessee that the Lessor, and/or Seizing Agent, may sell the Collateral privately for an amount not less than a minimum price, or by public auction at a time and date notified to the Receiver, the Trustee and the Lessee; and failing which the Lessor shall provide, or arrange for the Seizing Agent to provide, two day's prior notice to the Receiver, the Trustee and the Lessee of any recommended sale price for the Collateral (the "**Recommended Price**") and in such event it is agreed that the Lessor, and/or Seizing Agent, may complete the sale of any such Collateral at the Recommended Price unless objected to in writing by the Receiver, the Trustee and/or the Lessee.
- 2.8 In the event the Receiver, the Trustee or the Lessee objects to any proposed private sale of the Collateral at the Recommended Price, the Lessor agrees to apply to Court on notice to the Receiver, the Trustee and the Lessee for Order to complete the sale at the Recommended Price; and it is agreed that the party or parties that is or are successful at such application will be entitled to recover its solicitor and own client costs on a full indemnity basis from the non-successful party or parties as applicable; provided always it is understood and agreed that any claim for costs made against the Receiver and the Trustee is limited solely to the estate of Sprague-Rosser Contracting Co. Ltd., and not against Alvarez & Marsal Canada Inc. in its personal capacity.

ARTICLE 3 AGREED DISTRIBUTION OF THE COLLATERAL SALE PROCEEDS

- 3.1 The Lessor shall account, or shall cause the Seizing Agent to account, to the Receiver, the Trustee and the Lessee for all consideration (the "**Gross Proceeds**") realized from the sale of each piece of Collateral.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify the Trustee, the Lessor and the Lessee of the amount of the Receiver's costs and expenses that it proposes to allocate to the Collateral in payment of the Receiver's Charge and Borrowing Charge as defined and ordered in the Receivership Order; and if the Lessor, the Receiver, the Trustee and the Lessee are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Collateral, the Lessor, the Lessee, the Receiver or the Trustee on reasonable notice to the others, shall make

application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Collateral, either by agreement between the Lessor, the Lessee and the Receiver, or as determined by future Court Order, is herein called the "**Cost Allocation**". Provided always it is agreed by the Parties that any amount CWB agreed to pay to the Receiver to cover the costs of the Receiver moving and preserving the Collateral shall be included in the Cost Allocation (the "**Agreed Disbursements**").

- 3.3 The Receiver agrees that it shall not claim a Cost Allocation amount greater than the aggregate of 1.5% of the realizable value of the Collateral or 1.5% of the Heavy Debt, whichever is greater, plus Agreed Disbursements (the "**Maximum Allocable Amount**"); but such limitation is without prejudice to the Lessor and the Lessee claims that the Cost Allocation be less, and levied solely on the reasonable fees and disbursements incurred by the Receiver to locate, secure and to determine the validity of CWB's lease for the repayment of the amounts set forth in paragraph 2.2 including the PMSI Shortfall Debt.
- 3.4 The Lessor, the Receiver and the Lessee covenant and agree that the Gross Proceeds for the Collateral shall be paid and applied in priority, and/or held, as follows:
- (a) firstly, the amount of the Cost Allocation shall be paid to the Receiver; and if the Cost Allocation has not as yet been determined, the Maximum Allowable Amount will be held in trust by the Lessor's Solicitors (as hereinafter defined) pending the determination of the Cost Allocation as agreed herein;
 - (b) secondly, an amount equal to the following amounts shall be paid to the Seizing Agent and to the Lessor in recognition of their priority for such sums:
 - (i) the amount equal to the lesser of the Gross Proceeds of the 7 Goods less the Cost Allocation or the 7 Goods PMSI Debt; and,
 - (ii) an amount equal to the lesser of the Gross Proceeds of the 14 Goods less the Cost Allocation or the 14 Goods PMSI Debt;
 - (c) sufficient sale proceeds shall be held in trust by the Lessor's counsel, namely Davis LLP of Edmonton, Alberta, Attention: Douglas H. Shell, Q.C. (the "**Lessor's Solicitors**") pending determination as between the Receiver, the Trustee and the Lessor as to whether or not the Lessor's perfected security interest in the Collateral also gives the Lessor priority to the balance of the sale proceeds of the Collateral for recovery of the PMSI Shortfall Debt ("**PMSI Shortfall Issue**"), to be determined either by written agreement between the Receiver, the Trustee and the Lessor, or by further Order of the Court to be obtained by either the Lessor, the Receiver or the Trustee on reasonable notice to the other, and if so the PMSI Shortfall Debt shall be paid to the Lessor thirdly from such Gross Proceeds; and,
 - (d) after the Lessor's Solicitors holds back sufficient funds to cover the PSMI Shortfall Debt, inclusive of the Lessor's Solicitors estimated reasonable solicitor and own client costs incurred to determine the PMSI Shortfall Issue, any remaining Gross Proceeds shall be paid by the Lessor's Solicitors to the Lessee's Solicitors, namely Duncan Craig LLP of Edmonton, Alberta, Attention: Darren Bieganeq Q.C (the "**Lessee's Solicitors**") to be paid and distributed as follows:
 - (i) firstly, the Lessee's solicitor and own client costs incurred to obtain advice on and to negotiate the terms and conditions of this agreement, shall be paid to the Lessee's Solicitors; and,

- (ii) any remaining sale proceeds of the Collateral, shall be paid and distributed by the Lessee's Solicitors as agreed between the Lessee, the Receiver and the Trustee, or failing such agreement, by further Court Order to be obtained by either the Lessee, the Receiver or the Trustee on reasonable notice to the others (the "**Second Issue**").

- 3.5 In the event the PMSI Shortfall Issue or the Second Issue must be determined by Court Order, the party or parties that is/are successful will be entitled to solicitor and own client costs to be paid from the non-successful party or parties, as applicable, provided that it is understood and agreed that any claim by the Lessor or the Lessee against the Receiver and/or the Trustee for such costs is solely against the estate of Sprague-Rosser Contracting Co. Ltd., and not against Alvarez & Marsal Canada Inc. in its personal capacity.

ARTICLE 4 GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to the Lessor:

Canadian Western Bank
3000, 10303 Jasper Avenue
Edmonton, AB T5J 3X6

Attention: Ken Tunncliffe
Email: ken.tunncliffe@cwbank.ca

with a copy to:

the Lessor's Solicitors, namely:

Davis LLP
1201 Scotia Tower 2
10060 Jasper Avenue
Edmonton AB T5J 4E5

Attention: Douglas H. Shell, Q.C.
Email: dshell@davis.ca

- (b) If given to the Receiver and the Trustee:

ALVAREZ & MARSAL CANADA INC., in its capacity as court appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd.

Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

with a copy to:

the Receiver's Solicitors, namely:

McCarthy Tétrault LLP
400 421 7th Avenue S
Calgary AB T2P 3K9

Attention: Sean F. Collins
Email: scollins@mccarthy.ca

(c) If given to the Lessee:

Edmonton Heavy Equipment Rentals Ltd.

Attention: Jeff Jessamine
Email: jeff@sprauge-rosser.com

with a copy to:

the Lessee's Solicitors, namely:

Duncan Craig LLP
Suite 2800, Scotia Place
10060 Jasper Ave.
Edmonton, AB T5J 3V9

Attention: Darren Bieganeck, Q.C.
Email: dbieganeck@dc LLP.com

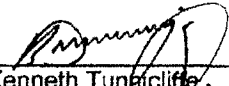
- (d) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above.
- (e) Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.

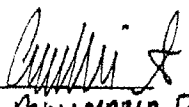
- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.

- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its duly authorized officer(s)

Per: 
Kenneth Tunnicliffe
AUP Credit Risk


ANNAMARIA FRETES
SL. CREDIT ADMINISTRATOR

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and Trustee (not in its personal capacity), under the hand of its duly authorized officer

Per: _____
Print Name:

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
under the hand(s) of its duly authorized officer(s)

Per: _____
Print Name:

Per: _____
Print Name:

4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its duly authorized officer

Per: _____
Kenneth Tunnicliffe

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and Trustee (not in its personal capacity), under the hand of its duly authorized officer.

Per: _____
Print Name: *Tim Reid*

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
under the hand(s) of its duly authorized officer(s)

Per: _____
Print Name:

Per: _____
Print Name:

- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

CANADIAN WESTERN BANK under the hand of its duly authorized officer

Per: _____
Kenneth Tunnicliffe

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and Trustee (not in its personal capacity), under the hand of its duly authorized officer

Per: _____
Print Name:

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
under the hand(s) of its duly authorized officer(s)

Per: _____
Print Name: Jeff Scudder

Per: _____
Print Name:

SCHEDULE "A"

Description	Serial No.	Location
2011 John Deere 333DT Track Loader c/w Fully Loaded 84" Const Bucket 78" Tooth Bucket, Forks, BA 84" Angle Boom	1T0333DMABD203800	Contracting Acheson Yard
2011 John Deere 225DLC Excavator x/w BESL 200 Series Twist Bucket	1FF225DXTA0501537	Contracting Acheson Yard
2011 John Deere 544K Wheel Loader	1DW544KZLBD636876	Contracting Acheson Yard
2011 John Deere 544K Wheel Loader	1DW544KPCBD636872	Contracting Acheson Yard
2011 John Deere 544K Wheel Loader	1DW544KZEED637156	the Receiver's Secured Site in Saskatoon, Saskatchewan
2011 John Deere 450DLC Excavator	1FF450DXCA0914048	the Receiver's Secured Site in Saskatoon, Saskatchewan
2011 John Deere 225DLC Excavator	1FF225DXAA0501529	Contracting Acheson Yard
2012 John Deere 544K Wheel Loader	1DW544KZTCD644564	Contracting Acheson Yard
2012 John Deere 544K Wheel Loader	1DW544KZCCD644571	the Receiver's Secured Site in Saskatoon, Saskatchewan
2012 John Deere 644K Wheel Loader	1DW644KZVCD644415	the Receiver's Secured Site in Saskatoon, Saskatchewan
2012 John Deere 333DT Track Loader c/w 84" Bucket and 48" Pallet Forks	1T0333DKPCD225871	Contracting Acheson Yard
2012 John Deere 333DT Track Loader c/w 84" Bucket and 48" Pallet Forks	1T0333DKVCD225763	the Receiver's Secured Site in Saskatoon, Saskatchewan
2011 John Deere 333DT Track Loader c/w 84" Bucket and 48" Pallet Forks	1T0333DKEA0193956	Contracting Acheson Yard
2012 John Deere 624K Wheel Loader	1DW624KPCCD643079	the Receiver's Secured Site in Saskatoon, Saskatchewan
2012 John Deere 75D Hydraulic Excavator	1FF075DXHBG014478	Contracting Acheson Yard
2012 John Deere 350GLC Hydraulic Excavator	1FF350GXVCD808560	the Receiver's Secured Site in Saskatoon, Saskatchewan
2012 John Deere 710K Backhoe Loader	1T0710KXHCD221883	the Receiver's Secured Site in Saskatoon, Saskatchewan
2011 John Deere 755K Crawler Loader	1T0755KXJBE208909	Contracting Acheson Yard

2012 John Deere 470GLC Hydraulic
Excavator

1FF470GXTBE470013

Contracting Acheson Yard

2012 John Deere 670GLC Hydraulic
Excavator

1FF670GXCBE670011

the Receiver's Secured Site in
Saskatoon, Saskatchewan

2012 John Deere 870 GLC Hydraulic
Excavator

1FF870GXJBE870028

Leduc County:
Township Rd 492, between RR
240 and 241,
GPS Coordinates:
53.221722 and
113.379611



DISPOSITION AGREEMENT made effective this 17th day of October, 2014

BETWEEN:

DERRICK DODGE (1980) LTD.
("Derrick")

OF THE FIRST PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacity as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity
(the "Receiver")

OF THE SECOND PART,

WHEREAS:

A. The Receiver was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. ("**Sprague-Rosser**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");

B. Derrick has financed the property identified in Schedule "A" hereto (the "**Equipment**") to Edmonton Heavy Equipment Rentals Ltd. ("**EHER**") pursuant to various lease agreements attached in Schedule "A" (each a "**Derrick Agreement**");

C. EHER has leased the Equipment to Sprague-Rosser (each, a "**Sublease**") and the Equipment is in the possession of the Receiver;

D. Pursuant to the Derrick Agreements, EHER granted in favour of Derrick a security interest in the Equipment (the "**Security**");

E. The Derrick Agreements and Subleases are in default. Derrick has made demand for payment of the amounts due under the Derrick Agreements and has delivered to EHER a notice of Derrick's intention to enforce the Security, pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**");

F. The 10-day notice period required under section 244 of the BIA has expired and Derrick intends to enforce the Security in accordance with the *Personal Property Security Act* (Alberta) (the "**PPSA**") or, in the event that the enforcement of the Security is governed by the law of a foreign jurisdiction, the comparable law in that jurisdiction.

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
DEFINED TERMS / PREAMBLE INCORPORATION**

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order.
- 1.2 The Preamble to this Agreement be and the same is hereby expressly incorporated into and forms part of this Agreement.

**ARTICLE 2
RELEASE AND DISPOSITION OF EQUIPMENT**

- 2.1 The Receiver, for and on behalf of Sprague-Rosser, waives the twenty (20) day notice required by section 60(4) and 60(8) of the PPSA or the applicable notice period of any comparable law in a foreign jurisdiction and otherwise consents to the enforcement of the Security against the Equipment pursuant to and in accordance with the terms of this Agreement.
- 2.2 The Receiver shall permit Derrick to seize the Equipment in accordance with applicable law. In addition to the payments contemplated herein, Derrick shall be responsible for all costs, fees and charges associated with moving or otherwise relocating the Equipment from its current location for the purposes of enforcing the Security.
- 2.3 Nothing in this Agreement shall affect the right of Derrick to enforce the various securities it holds as against EHER or any other Person in Derrick's sole and unfettered discretion.

**ARTICLE 3
PROCEEDS OF ENFORCEMENT**

- 3.1 Derrick shall provide the Receiver with an accounting of all amounts received and disbursed by it as a result of the enforcement of the Security against the Equipment.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify Derrick of the amount of the Receiver's direct costs and expenses that it proposes to allocate to the Equipment; and if the Receiver and Derrick are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Equipment, the Receiver or Derrick, on reasonable notice to the other, may make application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Equipment, either by agreement between Derrick and the Receiver, or as determined by future Court Order, is hereinafter called the "**Cost Allocation**". The Receiver agrees that it will not claim a Cost Allocation amount that is more than 1.5% of the realizable value of the Equipment.

3.3 Derrick shall disburse the gross proceeds or cause the gross proceeds to be disbursed, in the following order:

- (a) *Firstly*, to the Receiver in payment of the Cost Allocation;
- (b) *Secondly*, the remaining sale proceeds shall be held in trust by the Derrick's counsel, namely [] of Edmonton, Alberta, Attention: []. (the "**Derrick's Solicitors**") pending a potential agreement as between the Derrick and the Receiver, the or failing such agreement, pending a further Order of the Court to be obtained by either the Derrick or the Receiver on reasonable notice to the Derrick and EHER as to whether or not the Derrick holds an enforceable perfected Purchase Money Security Interest ("PMSI") in the Collateral vis a vis EHER and if so, the amount payable and secured in respect of such PMSI priority shall be paid to the Derrick from the sale proceeds of the applicable Collateral in the amounts outstanding under the applicable Derrick Agreement including but not limited to any fees or expenses incurred by Derrick in enforcing the Security and disposing of the Equipment; and
- (c) The balance of the proceeds (the "**Net Proceeds**"), if any, shall, subject to the consent of EHER, be disbursed to the Receiver in trust to be held by the Receiver pending further agreement between the Receiver and EHER or an order of the Court regarding disbursement of the Net Proceeds.

ARTICLE 4 GENERAL

4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to Derrick:

Attention:
Email:

- (b) If given to the Receiver:

ALVAREZ & MARSAL CANADA INC., in
its capacity as court appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd.
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

(c) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above. Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.

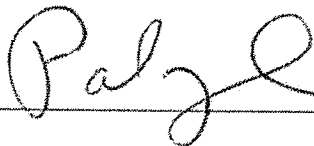
- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

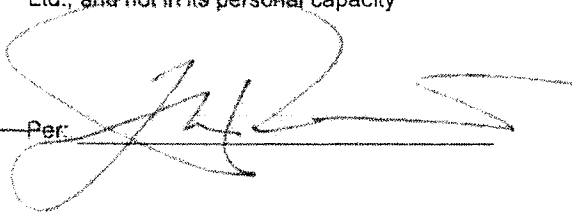
DERRICK DODGE (1980) LTD.

ALVAREZ & MARSAL CANADA INC., in its capacity as court- appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity

Per:



Per:

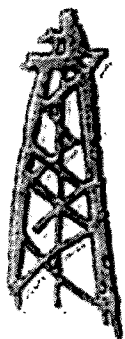


SCHEDULE "A"

Error! Unknown document property name. 213575/485894
MT-DOCS-13831439v2

LOCAL_213575/485894

Field Code Changed



Derrick Dodge • Chrysler • Jeep

A Division of Derrick Dodge (1980) Ltd.

6211 - 104 STREET, EDMONTON, ALBERTA T6H 2K8 - TELEPHONE 780 435-3611 FAX 780 436-5545

To Tim Reid,

Listed below are all the vehicles that are leased from Derrick Dodge (1980) Ltd to Edmonton Heavy Equipment Rentals and to Sprague- Rosser Construction and the amount left owing on each vehicle.

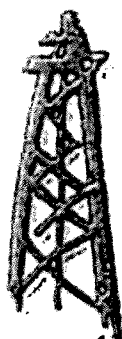
Sincerely,

Edmonton Heavy Equipment Rentals Ltd.

- 4.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF9DKF99941 = \$33,104.55
- 5.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF0DKF99942 = \$33,104.55
- 6.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF2DKF99943 = \$33,104.55
- 7.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF4DKF99944 = \$33,104.55
- 8.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF6DKF99945 = \$33,104.55
- 9.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF8DKF99946 = \$33,104.55
- 10.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B63EEA23700 = \$39,735.60
- 11.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B65EEA23701 = \$39,735.60
- 12.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B67EEA23702 = \$39,735.60

The Dealer that Does it all . . . Sales, Leasing, Service, Parts





Derrick Dodge • Chrysler • Jeep

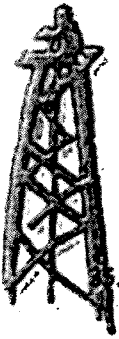
A Division of Derrick Dodge (1980) Ltd.

6211 - 104 STREET, EDMONTON, ALBERTA T6H 2K8 - TELEPHONE 780 435-3611 FAX 780 436-5545

- 13.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B69EEA23703 =\$39,735.60
- 14.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B60EEA23704 =\$39,735.60
- 15.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B62EEA23705 =\$39,735.60
- 16.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B64EEA23706 =\$39,735.60
- 17.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B66EEA23707 =\$39,735.60
- 18.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B68EEA23708 =\$39,735.60
- 19.2014 FORD F250 CREW 4X4 VIN: 1FT7W2B6XEEA23709 =\$39,735.60
- 20.2008 FORD E350 VAN VIN: 1FBSS31L48DB11821 =\$5,329.05
- 21.2008 FORD E350 VAN VIN: 1FBSS31L58DB24626 =\$5,329.05
- 22.2008 FORD E350 VAN VIN: 1FBSS31L78DB35966 =\$5,329.05
- 23.2008 FORD E350 VAN VIN: 1FBSS31L08DA87811 =\$5,329.05
- 24.2012 DODGE 1500 CREW 4X4 VIN: 1C6RD7NT6CS338641 =\$19,118.19
- 25.2012 FORD F350 CREW 4X4 VIN: 1FT8W3B60CEB71259 =\$19,437.67
- 26.2012 FORD F350 CREW 4X4 VIN: 1FT8W3B67CEB71260 =\$19,437.67
- 27.2012 FORD F150 CREW 4X4 VIN: 1FTFW1ET2CFC25510 =\$26,674.38
- 28.2012 FORD F150 CREW 4X4 VIN: 1FTFW1EF0CFB67018 =\$20,776.47
- 29.2012 FORD F250 CREW 4X4 VIN: 1FT7W2B63CEC47627 =\$16,725.45
- 30.2012 FORD F250 CREW 4X4 VIN: 1FT7W2B64CEC59561 =\$19,189.03
- 31.2012 FORD F250 CREW 4X4 VIN: 1FT7W2B61CEC59565 =\$19,234.81
- 32.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF7DKF99937 =\$33,104.55
- 33.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF9DKF99938 =\$33,104.55
- 34.2013 FORD F150 CREW 4X4 VIN: 1FTFW1EFODKF99939 =\$33,104.55

The Dealer that Does it all . . . Sales, Leasing, Service, Parts





Derrick Dodge • Chrysler • Jeep

A Division of Derrick Dodge (1980) Ltd.

6211 - 104 STREET, EDMONTON, ALBERTA T6H 2K8 -- TELEPHONE 780 435-3611 FAX 780 436-5545

2013 FORD F150 CREW 4X4 VIN: 1FTFW1EF7DKF99940 = \$33,104.55

The Dealer that Does it all . . . Sales, Leasing, Service, Parts



DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 134941	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTEW1EE9DKF99941		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX V8 ENGINE XX AUTO TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT January 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP

X

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE _____ TITLE _____ MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X <u>Blain Pyper</u> JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X <u>Blain Pyper</u> Delivery Date NOVEMBER 26th, 2013 Mileage at time of delivery 22 Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X <u>Blain Pyper</u> JOINT CO-LESSEE X _____
LESSEE'S SIGNATURE X <u>Blain Pyper</u> DATE <u>Nov 26 2013</u>	

Security Agreement

Control #: F02944714

Registration Date: 2013-Dec-05

Registration #: 13120521484

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
210-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block

Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF9DKF99941	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349942	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual, ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTEW1EF0DKF99942		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES	XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		<p>PAYMENTS DUE AT START OF LEASE</p> <p>SECURITY DEPOSIT (GST Exempt) \$ N/A</p> <p>DOWN PAYMENT \$ N/A</p> <p>FIRST PAYMENT January 2014 \$ N/A</p> <p>REGISTRATION FEES & TIRE TAX \$ 456.25</p> <p>GST #R101 357 861 \$ 22.81</p> <p>PST \$ N/A</p> <p>REBATES \$ N/A</p> <p>OTHER \$ N/A</p> <p>TOTAL \$ 479.06</p>	

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE
TITLE

MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE X

JOINT CO-LESSEE X

For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME:

TITLE:

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X

Delivery Date NOVEMBER 26th, 2013

Mileage at time of delivery 22

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE X

JOINT CO-LESSEE X

LESSEE'S
SIGNATURE X

DATE

Nov 26th 2013

Security Agreement

Control #: F02944717

Registration Date: 2013-Dec-05

Registration #: 13120521549

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD,
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF0DKF99942	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 134 9943	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		
		HOME # () BUSINESS # (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9		
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☐ X Corporation ☒ Other ☐

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1EF2DKF99943		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT JANUARY 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.91 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X **BP**
X _____

LESSOR HEREBY ACCEPTS THIS LEASE	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE _____ TITLE MANAGER	LESSEE SIGNATURE X Blain Pyper JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE X Blain Pyper DATE Nov 26th 2013	NAME: _____ TITLE: _____ DELIVERY ACKNOWLEDGEMENT Lessee Signature X Blain Pyper Delivery Date NOVEMBER 26th, 2013 Mileage at time of delivery 22 Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X Blain Pyper JOINT CO-LESSEE X _____

Security Agreement

Control #: F02944719

Registration Date: 2013-Dec-05

Registration #: 13120521580

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF2DKF99943	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349944	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () 780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☐ Other ☐

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1FF4DKF99944		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX <input checked="" type="checkbox"/> ENGINE XX <input checked="" type="checkbox"/> TRANSMISSION XX POWER STEERING XX POWER BRAKES	XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT January 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06	

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE _____ TITLE _____ MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X <u>Blair Pyper</u> JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X <u>Blair Pyper</u> Delivery Date <u>NOVEMBER 26th, 2013</u> Mileage at time of delivery <u>22</u> Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X <u>Blair Pyper</u> JOINT CO-LESSEE X _____
LESSEE'S SIGNATURE X <u>Blair Pyper</u> DATE <u>Nov 26th 2013</u>	

Security Agreement

Control #: F02295584

Registration Date: 2012-Sep-25

Registration #: 12092518799

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2016-Sep-25

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
201-1259-91 ST
EDMONTON, AB T6X 1E9

Block

2 SPRAGUE-ROSSER LEASING INC.
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X 5A4

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611 Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1C6RD7NT6CS338641	2012	DODGE 1500 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349945	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☒ Other ☐

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1EF60KF99945		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX <input checked="" type="checkbox"/> POWER WINDOWS & LOCKS XX <input checked="" type="checkbox"/> ENGINE XX <input checked="" type="checkbox"/> ELECTRIC DEFROSTER XX <input checked="" type="checkbox"/> TRANSMISSION XX <input checked="" type="checkbox"/> RADIO XX <input checked="" type="checkbox"/> POWER STEERING XX <input checked="" type="checkbox"/> AIR CONDITIONING XX <input checked="" type="checkbox"/> POWER BRAKES XX <input checked="" type="checkbox"/> CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month	
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km Open End XX Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT January 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE:	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE _____ TITLE _____ MANAGER	LESSEE SIGNATURE X <u>Blain Pyatt</u> JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE X <u>Blain Pyatt</u> DATE <u>Nov 26th 2013</u>	DELIVERY ACKNOWLEDGEMENT Lessee Signature X <u>Blain Pyatt</u> Delivery Date <u>NOVEMBER 26th, 2013</u> Mileage at time of delivery <u>22</u> Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X <u>Blain Pyatt</u> JOINT CO-LESSEE X _____

Security Agreement

Control #: F02944724

Registration Date: 2013-Dec-05

Registration #: 13120521644

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF6DKF99945	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349946	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # (X 780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☒ Other ☐

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1EF8DKF99946		GST #R101 357 881 \$ 54.36 per month
EQUIPMENT XX POWER WINDOWS & LOCKS XX ENGINE XX TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee. Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT January 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 881 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X _____

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE _____ TITLE _____ MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X <u>Blain Pyryk</u> JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE X <u>Blain Pyryk</u> DATE <u>Nov 26th 2013</u>	DELIVERY ACKNOWLEDGEMENT Lessee Signature X <u>Blain Pyryk</u> Delivery Date <u>NOVEMBER 26th, 2013</u> Mileage at time of delivery <u>22</u> Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X <u>Blain Pyryk</u> JOINT CO-LESSEE X _____

Security Agreement

Control #: F02944726

Registration Date: 2013-Dec-05

Registration #: 13120521673

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF8DKF99946	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 144 3700	LEASE NO. 186866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B63FEA23700		GST #R101 357 861 \$ 70.08 per month
EQUIPMENT <input checked="" type="checkbox"/> POWER WINDOWS & LOCKS <input checked="" type="checkbox"/> ELECTRIC DEFROSTER <input checked="" type="checkbox"/> ENGINE <input checked="" type="checkbox"/> RADIO <input checked="" type="checkbox"/> TRANSMISSION <input checked="" type="checkbox"/> AIR CONDITIONING <input checked="" type="checkbox"/> STEERING <input checked="" type="checkbox"/> CRUISE & TILT <input checked="" type="checkbox"/> BRAKES		OTHER \$ N/A per month	
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km <input checked="" type="checkbox"/> Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		TOTAL PAYMENT \$ 1471.65 per month	
<p>PAYMENTS DUE AT START OF LEASE</p> <p>SECURITY DEPOSIT (GST Exempt) \$ N/A</p> <p>DOWN PAYMENT \$ N/A</p> <p>FIRST PAYMENT NOV 1, 2013 \$ N/A</p> <p>REGISTRATION FEES & TIRE TAX \$ 456.25</p> <p>GST #R101 357 861 \$ 22.81</p> <p>PST \$ N/A</p> <p>REBATES \$ N/A</p> <p>OTHER \$ N/A</p> <p>TOTAL \$ 479.06</p>			

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X **BP**
X _____

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE
TITLE

MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE

X

JOINT CO-LESSEE

X

For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME:

TITLE:

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X

Delivery Date **OCTOBER 7th, 2013**

Mileage at time of delivery **5**

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.

Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE

X

JOINT CO-LESSEE

X

LESSEE'S SIGNATURE X

DATE

Blair Pyper
OCT 7th / 13

Security Agreement

Control #: F02868872

Registration Date: 2013-Oct-17

Registration #: 13101726809

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B63EEA23700	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1443701	LEASE NO. 186866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B65EEA23701		GST #R101 357 861 \$ 70.08 per month
EQUIPMENT XX 1.8 ENGINE XX 4.0 TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1471.65 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Nov 1, 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X _____

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE [Signature]
TITLE MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE X [Signature]
JOINT CO-LESSEE X _____
For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME: TITLE:

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X [Signature]
Delivery Date OCTOBER 7th, 2013
Mileage at time of delivery 5

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE'S SIGNATURE X [Signature]
DATE Oct 7th / 13

LESSEE SIGNATURE X [Signature]
JOINT CO-LESSEE X _____

Personal Property Registry
Verification Statement

Security Agreement

Control #: F02868869

Registration Date: 2013-Oct-17

Registration #: 13101726687

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B65EEA23701	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13348	LEASE AGREEMENT	STOCK NO. 144 3702	LEASE NO. 185866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☒ Other ☐

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B67EFA23702		GST #R101 357 861 \$ 70.08 per month
EQUIPMENT XX 1/8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1471.65 per month	
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Nov 1, 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X **BP**
X _____

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE _____
TITLE **MANAGER**

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSEE SIGNATURE X **Blain Pyryk**
JOINT CO-LESSEE X _____
For Corporate Lessee print name and title of authorized signing officer who has signed above
NAME: TITLE:

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X **Blain Pyryk**
Delivery Date **OCTOBER 7th, 2013**
Mileage at time of delivery **5**

LESSEE'S SIGNATURE X **Blain Pyryk**
DATE **Oct 7th 2013**

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
LESSEE SIGNATURE X **Blain Pyryk**
JOINT CO-LESSEE X _____

Security Agreement

Control #: F02868866

Registration Date: 2013-Oct-17

Registration #: 13101726635

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B67EEA23702	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 133918	LEASE AGREEMENT	STOCK NO. 1443703	LEASE NO. 186699
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B69EEA23703		GST #R101 357 861 \$ 70.08 per month
EQUIPMENT			PST \$ N/A per month
XX V8 ENGINE		XX POWER WINDOWS & LOCKS	OTHER \$ N/A per month
XX AUTO TRANSMISSION		XX ELECTRIC DEFROSTER	TOTAL PAYMENT \$ 1471.65 per month
XX POWER STEERING		XX RADIO	
XX POWER BRAKES		XX AIR CONDITIONING	
XX CRUISE & TILT			
Lease Type			PAYMENTS DUE AT START OF LEASE
Closed End - Vehicle to be returned to Lessor at end of lease term.			SECURITY DEPOSIT (GST Exempt) \$ N/A
Annual Mileage Allowance _____ km			DOWN PAYMENT \$ N/A
Excess Mileage Charge _____ Cents/km			FIRST PAYMENT Nov 1st 2013 \$ N/A
XX Open End			REGISTRATION FEES & TIRE TAX \$ 456.25
Residual Value of \$ 1.00 Guaranteed by Lessee			GST #R101 357 861 \$ 22.81
Based on a 20000 km/year allowance			PST \$ N/A
Residual Value subject to Sales taxes if purchased			REBATES \$ N/A
			OTHER \$ N/A
			TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE:	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE TITLE MANAGER	LESSEE SIGNATURE JOINT CO-LESSEE For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: TITLE:
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT
	Lessee Signature X
	Delivery Date OCTOBER 7th, 2013
	Mileage at time of delivery 5
LESSEE'S SIGNATURE X	Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
DATE Oct 7th / 13	Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
	LESSEE SIGNATURE
	JOINT CO-LESSEE X

Security Agreement

Control #: F02868861

Registration Date: 2013-Oct-17

Registration #: 13101726473

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B69EEA23703	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 144 3704	LEASE NO. 186699
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☒ Other ☐

VEHICLE DESCRIPTION			YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE		RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B60EEA23704			GST #R101 357 861 \$ 70.08 per month
EQUIPMENT				PST \$ N/A per month
XX 1.8 ENGINE				OTHER \$ N/A per month
XX Auto TRANSMISSION				TOTAL PAYMENT \$ 1471.65 per month
XX POWER STEERING				
XX POWER BRAKES				
XX POWER WINDOWS & LOCKS				
XX ELECTRIC DEFROSTER				
XX RADIO				
XX AIR CONDITIONING				
XX CRUISE & TILT				
Lease Type				PAYMENTS DUE AT START OF LEASE
Closed End - Vehicle to be returned to Lessor at end of lease term.				SECURITY DEPOSIT (GST Exempt) \$ N/A
Annual Mileage Allowance _____ km				DOWN PAYMENT \$ N/A
Excess Mileage Charge _____ Cents/km				FIRST PAYMENT <i>Nov 1st 2013</i> \$ N/A
XX Open End				REGISTRATION FEES & TIRE TAX \$ 456.25
Residual Value of \$ 1.00 Guaranteed by Lessee				GST #R101 357 861 \$ 22.81
Based on a 20000 km/year allowance				PST \$ N/A
Residual Value subject to Sales taxes if purchased				REBATES \$ N/A
				OTHER \$ N/A
				TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes; delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE
TITLE

MANAGER

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

LESSEE'S
SIGNATURE

DATE

Oct 7th 2013

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE

JOINT CO-LESSEE

For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME:

TITLE:

DELIVERY ACKNOWLEDGEMENT

Lessee Signature

Delivery Date *OCTOBER 7th, 2013*

Mileage at time of delivery

5

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE

JOINT CO-LESSEE

Security Agreement

Control #: F02868856

Registration Date: 2013-Oct-17

Registration #: 13101726258

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B60EEA23704	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1443705	LEASE NO. 186866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☐ Other ☐

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B62EFA23705		GST #R101 357 861 \$ 70.08 per month
EQUIPMENT XX <u>1/8</u> ENGINE XX <u>4/10</u> TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1471.65 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Nov 1, 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments/licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X _____

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE
TITLE

MANAGER

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

LESSEE'S
SIGNATURE X

DATE

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE X

JOINT CO-LESSEE X

For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME:

TITLE:

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X

Delivery Date OCTOBER 7th, 2013

Mileage at time of delivery 5

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE X

JOINT CO-LESSEE X

Security Agreement

Control #: F02868854

Registration Date: 2013-Oct-17

Registration #: 13101726160

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611 Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B62EEA23705	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1443706	LEASE NO. 186866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION			YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE		RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B64EEA23706		GST #R101 357 861 \$ 70.08 per month	PST \$ N/A per month
EQUIPMENT		X POWER WINDOWS & LOCKS X ELECTRIC DEFROSTER X RADIO X AIR CONDITIONING X CRUISE & TILT		OTHER \$ N/A per month
XX V8 ENGINE XX 4XL TRANSMISSION X POWER STEERING X POWER BRAKES		TOTAL PAYMENT \$ 1471.65 per month		
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km X Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased				PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Nov 1, 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments/licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X

LESSOR HEREBY ACCEPTS THIS LEASE:	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE TITLE MANAGER	LESSEE SIGNATURE X <u>Blair Pryor</u> JOINT CO-LESSEE X For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: TITLE:
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X <u>Blair Pryor</u> Delivery Date OCTOBER 7th, 2013 Mileage at time of delivery 5 Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X <u>Blair Pryor</u> JOINT CO-LESSEE X
LESSEE'S SIGNATURE X <u>Blair Pryor</u> DATE Oct 7th / 13	

Security Agreement

Control #: F02868847

Registration Date: 2013-Oct-17

Registration #: 13101726091

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201- 1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B64EEA23706	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 144 3707	LEASE NO. 186866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV. AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS:		Individual	<input checked="" type="checkbox"/> Corporation	Other	
VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS		
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month		
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B66EEA23707		GST #R101 357 861 \$ 70.08 per month		
EQUIPMENT XX 1/8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1471.65 per month	
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE			
		SECURITY DEPOSIT (GST Exempt) \$ N/A			
		DOWN PAYMENT \$ N/A			
		FIRST PAYMENT Nov 1, 2013 \$ N/A			
		REGISTRATION FEES & TIRE TAX \$ 456.25			
		GST #R101 357 861 \$ 22.81			
		PST \$ N/A			
		REBATES \$ N/A			
		OTHER \$ N/A			
		TOTAL \$ 479.06			

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X

LESSOR HEREBY ACCEPTS THIS LEASE	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE _____ TITLE _____ MANAGER	LESSEE SIGNATURE X <u>Blair Pyper</u> JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	NAME: _____ TITLE: _____
	DELIVERY ACKNOWLEDGEMENT
	Lessee Signature X <u>Blair Pyper</u> Delivery Date <u>OCTOBER 7th, 2013</u> Mileage at time of delivery <u>5</u>
	Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
LESSEE'S SIGNATURE X <u>Blair Pyper</u> DATE <u>OCT 7th 2013</u>	LESSEE SIGNATURE X <u>Blair Pyper</u> JOINT CO-LESSEE X _____

Security Agreement

Control #: F02868846

Registration Date: 2013-Oct-17

Registration #: 13101726029

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTAL LTD
201- 1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B66EEA23707	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

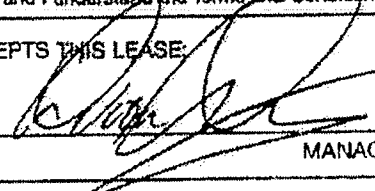
DATE OCTOBER 7th 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1443708	LEASE NO. 186866
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		
		HOME # () BUSINESS # () (780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9		
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☐ Other ☐

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1401.57 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B68FFA23708		GST #R101 357 861 \$ 70.08 per month
EQUIPMENT XX 18 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1471.65 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased.			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Nov 1, 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X **BP**
X _____

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE  TITLE MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X Blair Pyzdek JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X Blair Pyzdek Delivery Date OCTOBER 7th, 2013 Mileage at time of delivery 5
LESSEE'S SIGNATURE X Blair Pyzdek DATE Oct 7th / 13	Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X Blair Pyzdek JOINT CO-LESSEE X _____

Security Agreement

Control #: F02868838

Registration Date: 2013-Oct-17

Registration #: 13101725905

The Registration Term Is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B68EEA23708	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE OCTOBER 7th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1443709	LEASE NO. 186699
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 8211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM: 36 MONTHS																					
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE	\$ 1401.57 per month																				
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FT7W2B6XEEA23709		GST #R101 357 861	\$ 70.08 per month																				
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST	\$ N/A per month																				
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		OTHER \$ N/A per month TOTAL PAYMENT \$ 1471.65 per month																						
<table border="1"> <tr> <th colspan="2">PAYMENTS DUE AT START OF LEASE</th> </tr> <tr> <td>SECURITY DEPOSIT (GST Exempt)</td> <td>\$ N/A</td> </tr> <tr> <td>DOWN PAYMENT</td> <td>\$ N/A</td> </tr> <tr> <td>FIRST PAYMENT Nov 1st 2013</td> <td>\$ N/A</td> </tr> <tr> <td>REGISTRATION FEES & TIRE TAX</td> <td>\$ 456.25</td> </tr> <tr> <td>GST #R101 357 861</td> <td>\$ 22.81</td> </tr> <tr> <td>PST</td> <td>\$ N/A</td> </tr> <tr> <td>REBATES</td> <td>\$ N/A</td> </tr> <tr> <td>OTHER</td> <td>\$ N/A</td> </tr> <tr> <td>TOTAL</td> <td>\$ 479.06</td> </tr> </table>					PAYMENTS DUE AT START OF LEASE		SECURITY DEPOSIT (GST Exempt)	\$ N/A	DOWN PAYMENT	\$ N/A	FIRST PAYMENT Nov 1st 2013	\$ N/A	REGISTRATION FEES & TIRE TAX	\$ 456.25	GST #R101 357 861	\$ 22.81	PST	\$ N/A	REBATES	\$ N/A	OTHER	\$ N/A	TOTAL	\$ 479.06
PAYMENTS DUE AT START OF LEASE																								
SECURITY DEPOSIT (GST Exempt)	\$ N/A																							
DOWN PAYMENT	\$ N/A																							
FIRST PAYMENT Nov 1st 2013	\$ N/A																							
REGISTRATION FEES & TIRE TAX	\$ 456.25																							
GST #R101 357 861	\$ 22.81																							
PST	\$ N/A																							
REBATES	\$ N/A																							
OTHER	\$ N/A																							
TOTAL	\$ 479.06																							

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes; delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

[Signature]

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE *[Signature]*
TITLE MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSEE SIGNATURE *[Signature]*
JOINT CO-LESSEE
For Corporate Lessee print name and title of authorized signing officer who has signed above
NAME TITLE

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT
Lessee Signature *[Signature]*
Delivery Date OCTOBER 7th, 2013
Mileage at time of delivery 5

LESSEE'S SIGNATURE *[Signature]*
DATE OCT 7th 2013

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
LESSEE SIGNATURE *[Signature]*
JOINT CO-LESSEE

Personal Property Registry
Verification Statement

Security Agreement

Control #: F02868824

Registration Date: 2013-Oct-17

Registration #: 13101725709

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Oct-17

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B6XEEA23709	2014	FORD F250 CREW 4X4	MV - Motor Vehicle

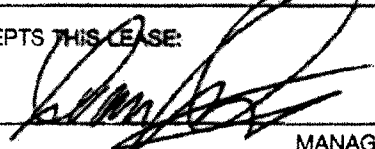

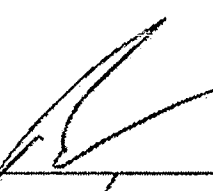
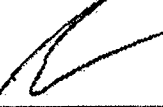
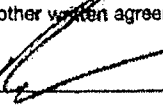
End of Verification Statement

DATE JANUARY 22nd, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 0841821	LEASE NO. 170923
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () 463 5862 BUSINESS # () (780) 960-2613 CELL # () (780) 699-1052 FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2008	LEASE TERM: 24 MONTHS
MAKE FORD	MODEL E350 VAN	BODY STYLE	RATE \$ 845.71 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FBSS31L480B11821		GST #R101 357 861 \$ 42.29 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 888.00 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Feb/13 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments/licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE  TITLE MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X  JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above BART NAME: Boos TITLE: Director
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." CAB - 18700 LESSEE'S SIGNATURE X  DATE Jan 22/13	DELIVERY ACKNOWLEDGEMENT Lessee Signature X  Delivery Date JANUARY 22nd, 2013 Mileage at time of delivery N/A Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X  JOINT CO-LESSEE X _____

Security Agreement

Control #: F02468162

Registration Date: 2013-Jan-31

Registration #: 13013115468

The Registration Term is 3 Years

This Registration Expires at 11:59 PM on 2016-Jan-31

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201 1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FBSS31L48DB11821	2008	FORD E350 VAN	MV - Motor Vehicle

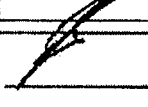
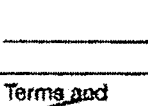
End of Verification Statement

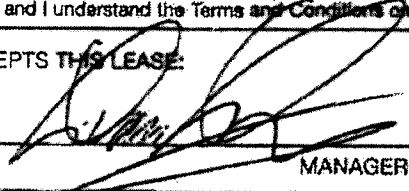
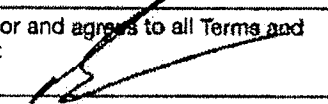

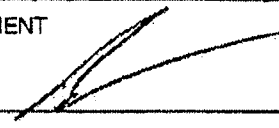
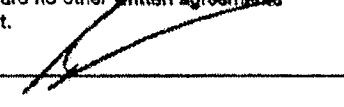
DATE JANUARY 22nd, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 0844626	LEASE NO. 170923
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 8211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		
		HOME # () BUSINESS # () (780) 960-2619 CELL # () (780) 699-1052 FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9		
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☒ Other ☐

VEHICLE DESCRIPTION		YEAR 2008	LEASE TERM: 24 MONTHS
MAKE FORD	MODEL F350 VAN	BODY STYLE	RATE \$ 845.71 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FBSS31L58DB24626		GST #R101 357 861 \$ 42.29 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES	XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 888.00 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Feb 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X 
X 

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE  TITLE _____ MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X  JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: BART TITLE: Director Boas
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." CAP 18700  LESSEE'S SIGNATURE X _____ DATE Jan 22/13	DELIVERY ACKNOWLEDGEMENT Lessee Signature X  Delivery Date JANUARY 22nd, 2013 Mileage at time of delivery N/A Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X  JOINT CO-LESSEE X _____

Security Agreement

Control #: F02468155

Registration Date: 2013-Jan-31

Registration #: 13013115348

The Registration Term is 3 Years

This Registration Expires at 11:59 PM on 2016-Jan-31

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201- 1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FBSS31L58DB24626	2008	FORD E350 VAN	MV - Motor Vehicle

End of Verification Statement

DATE JANUARY 22nd, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 0845966	LEASE NO. 170923
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () (780) 699-1052 FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2008	LEASE TERM: 24 MONTHS
MAKE FORD	MODEL E350 VAN	BODY STYLE	RATE \$ 845.71 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FBSS31L78D835966		GST #R101 357 861 \$ 42.29 per month
EQUIPMENT XX 1/8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 888.00 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Feb 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06	

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments/licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X ☒
X ☒

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE
TITLE

MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE X

JOINT CO-LESSEE X

For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME: **BART** TITLE: **Director**

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

CAD 18700

LESSEE'S SIGNATURE X

DATE

Jan 22 / 13

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X

Delivery Date **JANUARY 22nd, 2013**

Mileage at time of delivery **N/A**

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE X

JOINT CO-LESSEE X

Security Agreement

Control #: F02468147

Registration Date: 2013-Jan-31

Registration #: 13013115243

The Registration Term is 3 Years

This Registration Expires at 11:59 PM on 2016-Jan-31

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201- 1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block

Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FBSS31L78DB35966	2008	FORD E350 VAN	MV - Motor Vehicle


End of Verification Statement

DATE JANUARY 22nd, 2013	ID NO. 13398-1130	LEASE AGREEMENT	STOCK NO. 0847811	LEASE NO. 170923
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		
		HOME # () BUSINESS # () (780) 960-2619 CELL # () (780) 699-1052 FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9		
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

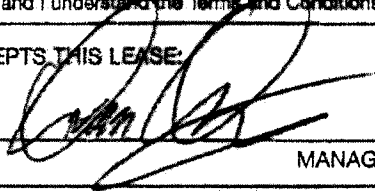
LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2008	LEASE TERM: 24 MONTHS
MAKE FORD	MODEL E350 VAN	BODY STYLE	RATE \$ 845.71 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FBSS31L08DARZ811		GST #R101 357 861 \$ 42.29 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 888.00 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Feb 2013 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06	

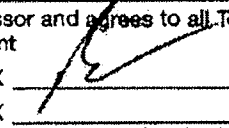
NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X 
X

LESSOR HEREBY ACCEPTS THIS LEASE:

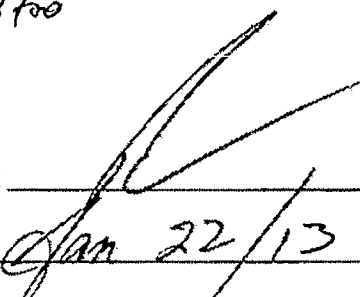
LESSOR SIGNATURE 
TITLE **MANAGER**

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

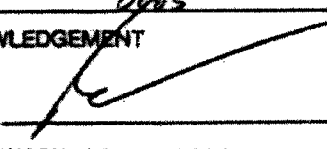
LESSEE SIGNATURE X 
JOINT CO-LESSEE X
For Corporate Lessee print name and title of authorized signing officer who has signed above
NAME: **BART BOES** TITLE: **DIRECTOR**

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

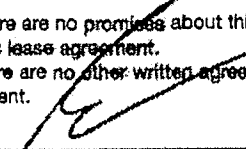
C.R.D 18700

LESSEE'S SIGNATURE X 
DATE **Jan 22/13**

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X 
Delivery Date **JANUARY 22nd, 2013**
Mileage at time of delivery **N/A**

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE X 
JOINT CO-LESSEE X

Security Agreement

Control #: F02468139

Registration Date: 2013-Jan-31

Registration #: 13013115156

The Registration Term is 3 Years

This Registration Expires at 11:59 PM on 2016-Jan-31

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201- 1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FBSS31L08DA87811	2008	FORD E350 VAN	MV - Motor Vehicle

End of Verification Statement

1238641

DATE SEPTEMBER 24th, 2012	ID NO. 13398	LEASE AGREEMENT	STOCK NO. CR18641	LEASE NO. 164971
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # ()
				BUSINESS # () (780)960-2619
				CELL # ()
				FAX # ()
				CITY EDMONTON
		PROV AB		POST CD. T6X 1E9

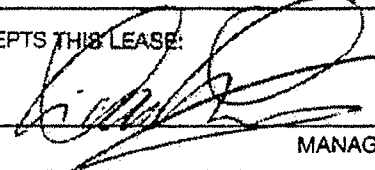
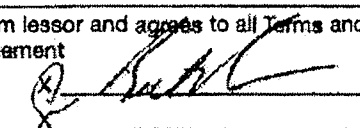
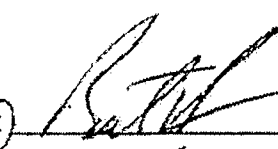
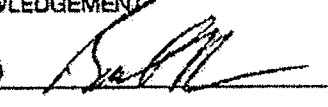
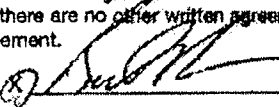
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION 1500 LARAMIE 140.5		YEAR 2012	LEASE TERM: <u>36</u> MONTHS
MAKE DODGE	MODEL 1500 CREW 4X4	BODY STYLE	RATE \$ <u>1300.49</u> per month
COLOUR PITCH BLACK	VEHICLE IDENTIFICATION NUMBER 1C6RD7NT6CS338641		GST #R101 357 861 \$ <u>65.02</u> per month
EQUIPMENT XX POWER WINDOWS & LOCKS			PST \$ <u>N/A</u> per month
XX ENGINE	XX ELECTRIC DEFROSTER		OTHER \$ <u>N/A</u> per month
XX TRANSMISSION	XX RADIO		TOTAL PAYMENT \$ <u>1365.51</u> per month
XX POWER STEERING	XX AIR CONDITIONING		
XX POWER BRAKES	XX CRUISE & TILT		

Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ <u>1.00</u> Guaranteed by Lessee Based on a <u>20000</u> km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ <u>N/A</u> DOWN PAYMENT \$ <u>N/A</u> FIRST PAYMENT <u>Oct 1, 2012</u> \$ <u>N/A</u> REGISTRATION FEES & TIRE TAX \$ <u>456.25</u> GST #R101 357 861 \$ <u>22.81</u> PST \$ <u>N/A</u> REBATES \$ <u>N/A</u> OTHER \$ <u>N/A</u> TOTAL \$ <u>479.06</u>
---	--	---

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE  TITLE MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE  JOINT CO-LESSEE For Corporate Lessee print name and title of authorized signing officer who has signed above <u>Bart</u> NAME: <u>Bart</u> TITLE: <u>Director</u>
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE  DATE <u>Sept 24th / 12</u>	DELIVERY ACKNOWLEDGEMENT Lessee Signature  Delivery Date <u>SEPTEMBER 24th, 2012</u> Mileage at time of delivery <u>21</u> Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE  JOINT CO-LESSEE <input checked="" type="checkbox"/>

Security Agreement

Control #: F02944720

Registration Date: 2013-Dec-05

Registration #: 13120521604

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF4DKF99944	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE SEPTEMBER 11th, 2012	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1241259	LEASE NO. 164341
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD T6H 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2012	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F350 CREW 4X4	BODY STYLE	RATE \$ 1322.22 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FT8W3860CEB71259		GST #R101 357 861 \$ 66.11 per month
EQUIPMENT XX ENGINE XX TRANSMISSION XX POWER STEERING XX POWER BRAKES XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT		PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1388.33 per month	
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Oct 1, 2012 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06	

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X

X

LESSOR HEREBY ACCEPTS THIS LEASE:	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE _____ TITLE _____ MANAGER	LESSEE SIGNATURE X _____ JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE X _____ DATE Sept 11 2012	DELIVERY ACKNOWLEDGEMENT Lessee Signature X _____ Delivery Date SEPTEMBER 11th, 2012 Mileage at time of delivery 48 Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X _____ JOINT CO-LESSEE X _____

Security Agreement

Control#: F02287203

Registration Date: 2012-Sep-19

Registration #: 12091918191

The Registration Term Is 4 Years

This Registration Expires at 11:59 PM on 2016-Sep-19

Debtor(s)

Block

- 1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
201-1259-91 ST
EDMONTON, AB T6X 1E9

Block

- 2 SPRAGUE-ROSSER LEASING INC.
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X 5A4

Secured Party / Parties

Block Party Code: 50004753

- 1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT8W3B60CEB71259	2012	FORD F350 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE SEPTEMBER 11th, 2012	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1247627	LEASE NO. 154342
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LT 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

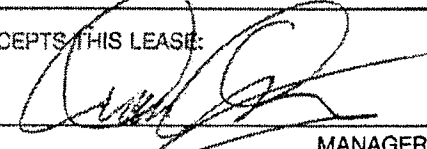
LESSEE IS: Individual ☒ Corporation Other

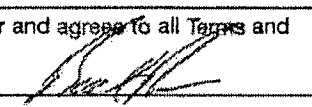
VEHICLE DESCRIPTION		YEAR 2012	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1137.71 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FT7W2B63CEC47627		GST #R101 357 861 \$ 56.89 per month
EQUIPMENT XX <input checked="" type="checkbox"/> POWER WINDOWS & LOCKS XX <input checked="" type="checkbox"/> ENGINE XX <input checked="" type="checkbox"/> ELECTRIC DEFROSTER XX <input checked="" type="checkbox"/> TRANSMISSION XX <input checked="" type="checkbox"/> RADIO XX <input checked="" type="checkbox"/> POWER STEERING XX <input checked="" type="checkbox"/> AIR CONDITIONING XX <input checked="" type="checkbox"/> POWER BRAKES XX <input checked="" type="checkbox"/> CRUISE & TILT		OTHER \$ N/A per month TOTAL PAYMENT \$ 1194.60 per month	
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX <input checked="" type="checkbox"/> Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Oct 1, 2012 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments/licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

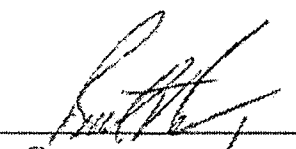
X ☒
X ☒

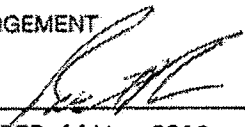
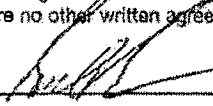
LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE 
TITLE **MANAGER**

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSEE SIGNATURE X 
JOINT CO-LESSEE X _____
For Corporate Lessee print name and title of authorized signing officer who has signed above
NAME: _____ TITLE: _____

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

LESSEE'S SIGNATURE X 
DATE **Sept 11 / 12**

DELIVERY ACKNOWLEDGEMENT
Lessee Signature X 
Delivery Date **SEPTEMBER 11th, 2012**
Mileage at time of delivery **32**
Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
LESSEE SIGNATURE X 
JOINT CO-LESSEE X _____

Security Agreement

Control #: F02287197

Registration Date: 2012-Sep-19

Registration #: 12091918097

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2016-Sep-19

Debtor(s)

Block

- 1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
201-1259-91 ST
EDMONTON, AB T6X 1E9

Block

- 2 SPRAGUE-ROSSER LEASING INC.
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X 5A4

Secured Party / Parties

Block Party Code: 50004753

- 1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B63CEC47627	2012	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement



DATE SEPTEMBER 11th, 2012	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1249561	LEASE NO. 164339
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2012	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1305.30 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FT7W2B64CEC59561		GST #R101 357 861 \$ 65.27 per month
EQUIPMENT XX ENGINE XX POWER WINDOWS & LOCKS XX TRANSMISSION XX ELECTRIC DEFROSTER XX POWER STEERING XX RADIO XX POWER BRAKES XX AIR CONDITIONING XX CRUISE & TILT			PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1370.57 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Oct 1st / 12 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the terms and conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE _____ TITLE _____ "I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE X _____ DATE Sept 11 2012	Lessee hereby leases from lessor and agrees to all terms and Conditions of Lease Agreement LESSEE SIGNATURE X _____ JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____ DELIVERY ACKNOWLEDGEMENT Lessee Signature X _____ Delivery Date SEPTEMBER 11th, 2012 Mileage at time of delivery 32 Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X _____ JOINT CO-LESSEE X _____
--	--

Security Agreement

Control #: F02287186

Registration Date: 2012-Sep-19

Registration #: 12091917971

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2016-Sep-19

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
201-1259-91 ST
EDMONTON, AB T6X 1E9

Block

2 SPRAGUE-ROSSER LEASING INC.
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X 5A4

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B64CEC59561	2012	FORD F250 CREW 4X4	MV - Motor Vehicle

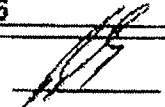
End of Verification Statement

DATE SEPTEMBER 11th, 2012	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1249565	LEASE NO. 164343
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		
		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV. POST CO. AB T6X 1E9		
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2012	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE \$ 1308.42 per month
COLOUR WHITE	VEHICLE IDENTIFICATION NUMBER 1FT7W2861CEC59565		GST #R101 357 861 \$ 65.42 per month
EQUIPMENT XX POWER WINDOWS & LOCKS XX ENGINE XX TRANSMISSION XX POWER STEERING XX POWER BRAKES XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT			PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1373.84 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT Oct 1, 2012 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

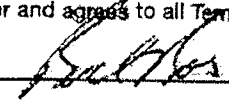
NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X 
X _____

LESSOR HEREBY ACCEPTS THIS LEASE:

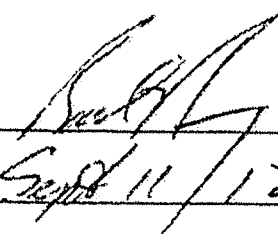
LESSOR SIGNATURE 
TITLE _____ MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement


LESSEE SIGNATURE X 
JOINT CO-LESSEE X _____
For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME: _____ TITLE: _____

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

LESSEE'S SIGNATURE X 
DATE **Sept 11 / 12**

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X 
Delivery Date **SEPTEMBER 11th, 2012**
Mileage at time of delivery **43**

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE X 
JOINT CO-LESSEE X _____

Personal Property Registry
Verification Statement

Security Agreement

Control #: F02287193

Registration Date: 2012-Sep-19

Registration #: 12091918041

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2016-Sep-19

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
201-1259-91 ST
EDMONTON, AB T6X 1E9

Block

2 SPRAGUE-ROSSER LEASING INC.
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X 5A4

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FT7W2B61CEC59565	2012	FORD F250 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349937	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () (780) 960-2619 CELL # () FAX # () CITY EDMONTON PROV. AB POST. CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1EF7DKF99937		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX <input checked="" type="checkbox"/> ENGINE XX <input checked="" type="checkbox"/> TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased		PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT January 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06	

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X _____

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE _____
TITLE _____ MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSEE SIGNATURE X Blain Pygryk
JOINT CO-LESSEE X _____
For Corporate Lessee print name and title of authorized signing officer who has signed above
NAME: _____ TITLE: _____

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT

Lessee Signature X Blain Pygryk
Delivery Date NOVEMBER 26th, 2013
Mileage at time of delivery 22

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE X Blain Pygryk
JOINT CO-LESSEE X _____

Blain Pygryk
126th
2013

Security Agreement

Control #: F02948519

Registration Date: 2013-Dec-09

Registration #: 13120925616

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-09

Debtor(s)

Block

1 SPRAGUE-ROSSER LEASING INC
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X5A4

Secured Party / Parties

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF7DKF99937	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349938	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 8211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () 780)960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CD. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1FF9DKF99938		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX <u>V8</u> ENGINE XX <u>Auto</u> TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT <u>JANUARY 2014</u> \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments/licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X BP
X _____

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE <u>[Signature]</u> TITLE <u>MANAGER</u>	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X <u>Blair Pyper</u> JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X <u>Blair Pyper</u> Delivery Date <u>NOVEMBER 26th, 2013</u> Mileage at time of delivery <u>22</u> Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X <u>Blair Pyper</u> JOINT CO-LESSEE X _____
LESSEE'S SIGNATURE X <u>Blair Pyper</u> DATE <u>Nov 26th 2013</u>	

Security Agreement

Control #: F02948516

Registration Date: 2013-Dec-09

Registration #: 13120925569

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-09

Debtor(s)

Block

1 SPRAGUE-ROSSER LEASING INC
211-26229 TOWNSHIP ROAD 531A
ACHESON, AB T7X5A4

Secured Party / Parties

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF9DKF99938	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349939	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () 780 960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1EF0DKF99939		GST #R101 357 881 \$ 54.36 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT January 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 881 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE:

LESSOR SIGNATURE
TITLE

MANAGER

Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement

LESSEE SIGNATURE

JOINT CO-LESSEE

For Corporate Lessee print name and title of authorized signing officer who has signed above

NAME:

TITLE:

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."

DELIVERY ACKNOWLEDGEMENT

Lessee Signature

Delivery Date NOVEMBER 26th, 2013

Mileage at time of delivery 22

Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.

Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.

LESSEE SIGNATURE

JOINT CO-LESSEE

X

LESSEE'S

SIGNATURE

DATE

Nov 26th 2013

ment
berta ■

**Personal Property Registry
Verification Statement**

Page 2 of 2

Security Agreement

Control #: F02944707

Registration Date: 2013-Dec-05

Registration #: 13120521405

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF0DKF99939	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

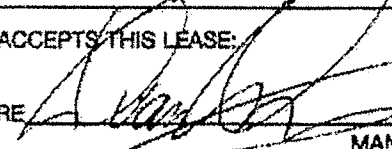
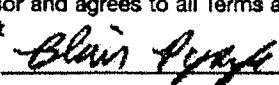
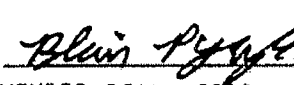
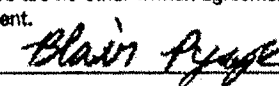
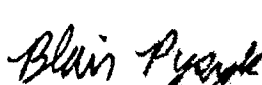
DATE NOVEMBER 26th, 2013	ID NO. 13398	LEASE AGREEMENT	STOCK NO. 1349940	LEASE NO. 189560
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) EDMONTON HEAVY EQUIPMENT RENTALS LTD 201-1259-91 STREET (herein called the lessee)		HOME # () BUSINESS # () 780 1960-2619 CELL # () FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation ☒ Other ☐

VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM: 36 MONTHS
MAKE FORD	MODEL F150 CREW 4X4	BODY STYLE	RATE \$ 1087.14 per month
COLOUR YELLOW	VEHICLE IDENTIFICATION NUMBER 1FTFW1EF7DKF99940		GST #R101 357 861 \$ 54.36 per month
EQUIPMENT XX V8 ENGINE XX Auto TRANSMISSION XX POWER STEERING XX POWER BRAKES		XX POWER WINDOWS & LOCKS XX ELECTRIC DEFROSTER XX RADIO XX AIR CONDITIONING XX CRUISE & TILT	PST \$ N/A per month OTHER \$ N/A per month TOTAL PAYMENT \$ 1141.50 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km XX Open End Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ N/A DOWN PAYMENT \$ N/A FIRST PAYMENT JANUARY 2014 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 22.81 PST \$ N/A REBATES \$ N/A OTHER \$ N/A TOTAL \$ 479.06

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

X **BP**
X _____

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE  TITLE MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE X  JOINT CO-LESSEE X _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry data) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X  Delivery Date NOVEMBER 26th, 2013 Mileage at time of delivery 22 Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE X  JOINT CO-LESSEE X _____
LESSEE'S SIGNATURE X  DATE Nov 26th 2013	

**Personal Property Registry
Verification Statement**

Page 2 of 2

Security Agreement

F02944711

Registration Date: 2013-Dec-05

Registration #: 13120521424

Registration Term is 4 Years

Registration Expires at 11:59 PM on 2017-Dec-05

Debtor(s)

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD
201-1259 91 STREET
EDMONTON, AB T6X1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FTFW1EF7DKF99940	2013	FORD F150 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

COLLATERAL DISPOSITION AGREEMENT

Made effective this 17th day of October, 2014

BETWEEN:

DERRICK DODGE (1980) LTD.
(the "**Lessor**")

OF THE FIRST PART,

and

SPRAGUE-ROSSER Contracting Co. Ltd.
(the "**Lessee**")

OF THE SECOND PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacities as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity

(the "**Receiver**")

OF THE THIRD PART,

PREAMBLE:

A. Alvarez & Marsal Canada Inc. was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. (the "**Receiver**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");

B. Alvarez & Marsal Canada Inc. was appointed of the Bankrupt estate of Sprague-Rosser Contracting Co. Ltd. by assignment filed in the City of Edmonton Bankruptcy Estate No. 24-1906774 on September 3, 2014 (the "");

C. The Lessor has leased the various property identified and located as set forth in Schedule "A" hereto (collectively, the "**Collateral**") to the Lessee;

D. The Receiver alleges that the Collateral forms part of the Property defined in the Receivership Order;

E. The Lessor represents it has a valid and enforceable security interest in the Collateral and wishes to seize the Collateral and proceed to dispose of the Collateral (in each case, a "**Realization**") in accordance with the provisions of the Alberta, and as applicable, the Saskatchewan, *Personal Property Security Act* (collectively the "**PPSA**");

F. The Receiver, the Lessee (each, a "**Party**" and collectively with the Lessor, the "**Parties**") consent to the Lessor effecting a seizure of the Collateral and proceeding with the disposition of the Collateral in accordance with the provisions of the PPSA;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order; and the terms set forth in the Preamble are confirmed and accepted by the Parties and form part of this Agreement.

ARTICLE 2 RELEASE AND DISPOSITION OF COLLATERAL

- 2.1 Subject to the terms and conditions of this Agreement, the Receiver and shall release the Collateral to the Lessor for the purpose of allowing the Collateral to be seized, removed and disposed of in accordance with the provisions of the PPSA and any other applicable law.
- 2.2 The Lessor has provided to the Receiver and copies of its below noted lease security, confirmation of the requisite registration of the Lessor's security interests in the Collateral, together with an accounting of the outstanding amounts payable by the Lessee to the Lessor under such security (the "**Contracting Security**"), which the Receiver, the and the Lessee hereby acknowledge and agree (subject to the issues noted in paragraph 3.3(b) and 3.3(c)(ii) below), is payable and secured in favour of the Lessor under the Lessor's security as described in **Schedule "A"** attached.
- 2.3 The Lessee acknowledges and agrees to LESSOR's priority to recover from the Gross Proceeds of the Collateral noted in paragraph 2.2 above.
- 2.4 The Lessor shall be responsible for all costs, fees and charges associated with the storing (as may be required), moving or otherwise relocating the Collateral from its current location for the purposes of the Realization, in accordance with the requirements of the PPSA and any other applicable legislation or common law, but such amounts are to be paid firstly from the Gross Proceeds of the Collateral.
- 2.5 The Receiver and Lessee hereby agree to abridge the 20 day notice period contained in section 60 of the PPSA to one day.
- 2.6 The Lessor shall provide, to the Receiver and and Lessee all relevant information pertaining to the estimated value of the Collateral, the steps and proceedings to be taken to market and sell the seized Collateral, in an effort prior to completing the sale of the Collateral to conclude an agreement with the Receiver, the and the Lessee that the Lessor may sell the Collateral privately for an amount not less than a minimum price, or by public auction at a time and date notified to the Receiver, the and Lessee; and failing which the Lessor shall provide two day's prior notice to the Receiver, the and Lessee of a recommended sale price (the "**Recommended Price**") for the Collateral, and in such event it is agreed that the Lessor, and/or Seizing Agent, may complete the sale of any such Collateral at the Recommended Price unless objected to in writing by the Receiver, the and/or the Lessee.
- 2.7 In the event the Receiver, the or the Lessee object to any proposed private sale of the Collateral at the Recommended Price, the Lessor may apply to Court on notice to the Receiver, the or Lessee, as applicable, for an Order to complete the sale at the Recommended Price; and it is agreed that the party that is successful at such application will be entitled to recover its solicitor and own client costs on a full indemnity basis from the non-successful party or parties as the case may be.

ARTICLE 3
AGREED DISTRIBUTION OF THE COLLATERAL SALE PROCEEDS

- 3.1 The Lessor shall account to the Receiver/ and Lessee for all consideration (the "**Gross Proceeds**") realized from the sale of each piece of Collateral.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify the Lessor, Lessee and of the amount of the Receiver's costs and expenses that it proposes to allocate to the Collateral in payment of the Receiver's Charge and Borrowing Charge as defined and ordered in the Receivership Order; and if the Lessor, the Receiver, the and Lessee are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Collateral, the Lessor, the Lessee, the Receiver or the on reasonable notice to the others, may make application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Collateral, either by agreement between the Lessor, the Lessee, the Receiver and or as determined by future Court Order, is herein called the "**Cost Allocation**". The Receiver agrees that it shall not claim a Cost Allocation greater than 1.5% of the greater of the outstanding loan balance or the Gross Proceeds from the sale of the Collateral.
- 3.3 The Lessor, the Receiver, the and the Lessee covenant and agree that the Gross Proceeds for the Collateral shall be paid and applied in accordance with priority, and/or held, as follows:
- (a) firstly, the Realization Costs, including without limitation, the amounts referenced in paragraph 2.5 above, shall be paid to the Lessor;
 - (b) secondly the Cost Allocation shall be paid to the Receiver
 - (c) thirdly, the Contracting debt set out in Schedule A for each contract shall be paid to the Lessor;;and
 - (d) fourthly, the remaining balance, if any shall be paid to the Receiver.

ARTICLE 4
GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:
- (a) If given to the Lessor:

Derrick Dodge (1980) Ltd.
3000, 10303 Jasper Avenue
Edmonton, AB T5J 3X6

Attention: Pat Coyne
Email:

with a copy to:

the Lessor's Solicitors, namely:

[]
Edmonton AB T5J 4E5

Attention: []
Email: []

- (b) If given to the Lessee or Receiver/:

ALVAREZ & MARSAL CANADA INC., in its capacity as
court appointed receiver and manager of Sprague-Rosser
Contracting Co. Ltd.,
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

with a copy to:

the Receiver/'s Solicitors, namely:

McCarthy Tétrault LLP
400 421 7th Avenue S
Calgary AB T2P 3K9


Attention: Sean F. Collins, Q.C.
Email: scollins@mccarthy.ca

- (c) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above.
- (d) Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.

- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.


DERRICK DODGE (1980) LTD. under the hand of its duly authorized officer

Per: 

ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver, and not in its personal capacity

Per: 
Tim Reid

SPRAGUE-ROSSER CONTRACTING INC. under the hand(s) of its duly authorized officer(s)

Per: 
Print Name:

Per: _____
Print Name:

SCHEDULE "A"

Description	Serial No.	Location
See attached lease agreements.		



Derrick Dodge • Chrysler • Jeep

A Division of Derrick Dodge (1980) Ltd.

6211 - 104 STREET, EDMONTON, ALBERTA T6H 2K8 - TELEPHONE 780 435-3611 FAX 780 436-5545

To Tim Reid,

Listed below are all the vehicles that are leased from Derrick Dodge (1980) Ltd to Edmonton Heavy Equipment Rentals and to Sprague- Rosser Construction and the amount left owing on each vehicle.

Sincerely,

Pat Coyne

Sprague- Rosser Construction Co. Ltd.

1. 2006 INTERNATIONAL 4200 WATER TRUCK VIN: 1HTMPAFP16H344456 = \$28,056.00

2. 2006 INTERNATIONAL 4200 WATER TRUCK VIN: 1HTMPAFP36H336598 = \$28,506.00

~~3. 2012 DODGE 1500 CREW 4X4 VIN: 1C6RD7NT9CS296983 = \$26,811.25~~ *Leasing,*

DATE July 24 th / 12	ID NO. 10496	LEASE AGREEMENT	STOCK NO. 0644456.	LEASE NO.
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) Sprague - Rosser Contracting Co. Ltd. #201-1259-9157 (herein called the lessee)		HOME # () BUSINESS # () 960-2619 CELL # () 699-1052 FAX # () CITY Edmonton PROV. AB POST CO. T6X 1E9
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual Corporation Other

VEHICLE DESCRIPTION		YEAR 2006	LEASE TERM: 48 MONTHS
MAKE International	MODEL 4200 Water Truck	BODY STYLE	RATE \$ 1045.94 per month
COLOUR White	VEHICLE IDENTIFICATION NUMBER 1HTMPAFP16H344456		GST #R101 357 861 \$ 52.30 per month
EQUIPMENT ____ ENGINE ____ TRANSMISSION POWER STEERING POWER BRAKES	POWER WINDOWS & LOCKS ELECTRIC DEFROSTER RADIO AIR CONDITIONING CRUISE & TILT		PST \$ _____ per month OTHER \$ _____ per month TOTAL PAYMENT \$ 1098.24 per month
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km Open End Residual Value of \$ #1000.00 Guaranteed by Lessee Based on a N/A km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ _____ DOWN PAYMENT \$ _____ FIRST PAYMENT August 2012 \$ 1045.94 REGISTRATION FEES & TIRE TAX \$ 456.25 GST #R101 357 861 \$ 75.11 PST \$ _____ REBATES \$ _____ OTHER \$ _____ TOTAL \$ 1577.30

NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority.
I have read and I understand the Terms and Conditions on the reverse of this Agreement.

LESSOR HEREBY ACCEPTS THIS LEASE:	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE TITLE MANAGER	LESSEE SIGNATURE X JOINT CO-LESSEE X For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: BART TITLE: V.P.
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT Lessee Signature X Delivery Date July 24 th 2012 Mileage at time of delivery N/A 17421 Km
LESSEE'S SIGNATURE X	Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
DATE July 24 th / 12	LESSEE SIGNATURE X JOINT CO-LESSEE X

Security Agreement

Control #: F02205596

Registration Date: 2012-Jul-26

Registration #: 12072618601

The Registration Term is 5 Years

This Registration Expires at 11:59 PM on 2017-Jul-26

Debtor(s)

Block

1 SPRAGUE-ROSSER CONTRACTING CO LTD.
#201-1259-91 ST
EDMONTON, AB T6X 1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1HTMPAFP16H344456	2006	INT'L 4200 WATER TRUCK	MV - Motor Vehicle

End of Verification Statement

DATE <u>July 24th 2012</u>	ID NO. <u>10496</u>	LEASE AGREEMENT	STOCK NO. <u>0646598</u>	LEASE NO.
LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)		LESSEE NAME (S) <u>Sprague - Rosser Contracting Co. Ltd.</u> <u>#201-1259-9157</u> (herein called the lessee)		HOME # () BUSINESS # <u>780 960-2619</u> CELL # <u>780 699-1052</u> FAX # () CITY <u>Edmonton</u> PROV <u>AB</u> POST CD <u>T6A 1E9</u>
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:				

LESSEE IS: Individual ☒ Corporation Other

VEHICLE DESCRIPTION		YEAR <u>2006</u>	LEASE TERM: <u>48</u> MONTHS
MAKE <u>INTERNATIONAL</u>	MODEL <u>4200 Water Truck</u>	BODY STYLE <u>Truck</u>	RATE \$ <u>1045.94</u> per month
COLOUR <u>White</u>	VEHICLE IDENTIFICATION NUMBER <u>1HTMPAFP36H336598</u>		GST #R101 357 861 \$ <u>52.30</u> per month
EQUIPMENT	POWER WINDOWS & LOCKS		PST \$ <u>-</u> per month
ENGINE	ELECTRIC DEFROSTER		OTHER \$ <u>-</u> per month
TRANSMISSION	RADIO		TOTAL PAYMENT \$ <u>1098.24</u> per month
POWER STEERING	AIR CONDITIONING		
POWER BRAKES	CRUISE & TILT		
Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km Open End Residual Value of \$ <u>1000.00</u> Guaranteed by Lessee Based on a <u>N/A</u> km/year allowance Residual Value subject to Sales taxes if purchased			PAYMENTS DUE AT START OF LEASE
NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government authority. I have read and I understand the Terms and Conditions on the reverse of this Agreement.			SECURITY DEPOSIT (GST Exempt) \$ <u>-</u>
			DOWN PAYMENT \$ <u>-</u>
			FIRST PAYMENT <u>August 2012</u> \$ <u>1045.94</u>
			REGISTRATION FEES & TIRE TAX \$ <u>456.25</u>
			GST #R101 357 861 \$ <u>75.11</u>
			PST \$ <u>-</u>
			REBATES \$ <u>-</u>
			OTHER \$ <u>-</u>
			TOTAL \$ <u>1577.30</u>

LESSOR HEREBY ACCEPTS THIS LEASE:	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement
LESSOR SIGNATURE <u>[Signature]</u>	LESSEE SIGNATURE <u>X</u> <u>[Signature]</u>
TITLE <u>MANAGER</u>	JOINT CO-LESSEE <u>X</u>
	For Corporate Lessee print name and title of authorized signing officer who has signed above <u>BART</u>
	NAME: <u>Bons</u> TITLE: <u>V.P.</u>
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	DELIVERY ACKNOWLEDGEMENT
LESSEE'S SIGNATURE <u>X</u> <u>[Signature]</u>	Lessee Signature X <u>[Signature]</u>
DATE <u>July 24th 2012</u>	Delivery Date <u>July 24th / 12</u>
	Mileage at time of delivery <u>16942 km</u>
	Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.
	Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.
	LESSEE SIGNATURE <u>X</u> <u>[Signature]</u>
	JOINT CO-LESSEE <u>X</u>

Security Agreement

Control #: F02205594

Registration Date: 2012-Jul-26

Registration #: 12072618566

The Registration Term is 5 Years

This Registration Expires at 11:59 PM on 2017-Jul-26

Debtor(s)

Block

1 SPRAGUE-ROSSER CONTRACTING CO LTD.
#201-1259-91 ST
EDMONTON, AB T6X 1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611 Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1HTMPAFP36H366598	2006	INT'L 4200 WATER TRUCK	MV - Motor Vehicle

End of Verification Statement

DISPOSITION AGREEMENT made effective this 17th day of October, 2014

BETWEEN:

DERRICK DODGE (1980) LTD.
("Derrick")

OF THE FIRST PART,

and

ALVAREZ & MARSAL CANADA INC.
in its capacity as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity
(the "Receiver")

OF THE SECOND PART,

WHEREAS:

A. The Receiver was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. ("**Sprague-Rosser**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");

B. Derrick has financed the property identified in Schedule "A" hereto (the "**Equipment**") to Sprague Rosser Leasing Inc. ("**LEASING**") pursuant to various lease agreements attached in Schedule "A" (each a "**Derrick Agreement**");

C. LEASING has leased the Equipment to Sprague-Rosser (each, a "**Sublease**") and the Equipment is in the possession of the Receiver;

D. Pursuant to the Derrick Agreements, LEASING granted in favour of Derrick a security interest in the Equipment (the "**Security**");

E. The Derrick Agreements and Subleases are in default. Derrick has made demand for payment of the amounts due under the Derrick Agreements and has delivered to LEASING a notice of Derrick's intention to enforce the Security, pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**");

F. The 10-day notice period required under section 244 of the BIA has expired and Derrick intends to enforce the Security in accordance with the *Personal Property Security Act* (Alberta) (the "**PPSA**") or, in the event that the enforcement of the Security is governed by the law of a foreign jurisdiction, the comparable law in that jurisdiction.

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1
DEFINED TERMS / PREAMBLE INCORPORATION**

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order.
- 1.2 The Preamble to this Agreement be and the same is hereby expressly incorporated into and forms part of this Agreement.

**ARTICLE 2
RELEASE AND DISPOSITION OF EQUIPMENT**

- 2.1 The Receiver, for and on behalf of Sprague-Rosser, waives the twenty (20) day notice required by section 60(4) and 60(8) of the PPSA or the applicable notice period of any comparable law in a foreign jurisdiction and otherwise consents to the enforcement of the Security against the Equipment pursuant to and in accordance with the terms of this Agreement.
- 2.2 The Receiver shall permit Derrick to seize the Equipment in accordance with applicable law. In addition to the payments contemplated herein, Derrick shall be responsible for all costs, fees and charges associated with moving or otherwise relocating the Equipment from its current location for the purposes of enforcing the Security.
- 2.3 Nothing in this Agreement shall affect the right of Derrick to enforce the various securities it holds as against LEASING or any other Person in Derrick's sole and unfettered discretion.

**ARTICLE 3
PROCEEDS OF ENFORCEMENT**

- 3.1 Derrick shall provide the Receiver with an accounting of all amounts received and disbursed by it as a result of the enforcement of the Security against the Equipment.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify Derrick of the amount of the Receiver's direct costs and expenses that it proposes to allocate to the Equipment; and if the Receiver and Derrick are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Equipment, the Receiver or Derrick, on reasonable notice to the other, may make application to the Court to determine the amount of such allocation. The said amount of the Receiver's costs and disbursements allocated to the Equipment, either by agreement between Derrick and the Receiver, or as determined by future Court Order, is hereinafter called the "Cost Allocation". The Receiver agrees that it will not claim a Cost Allocation amount that is more than 1.5% of the realizable value of the Equipment.

3.3 Derrick shall disburse the gross proceeds or cause the gross proceeds to be disbursed, in the following order:

- (a) *Firstly*, to the Receiver in payment of the Cost Allocation;
- (b) *Secondly*, the remaining sale proceeds shall be held in trust by the Derrick's counsel, namely [] of Edmonton, Alberta, Attention: []. (the "**Derrick's Solicitors**") pending a potential agreement as between the Derrick and the Receiver, the or failing such agreement, pending a further Order of the Court to be obtained by either the Derrick or the Receiver on reasonable notice to the Derrick and LEASING as to whether or not the Derrick holds an enforceable perfected Purchase Money Security Interest ("**PMSI**") in the Collateral vis a vis LEASING and if so, the amount payable and secured in respect of such PMSI priority shall be paid to the Derrick from the sale proceeds of the applicable Collateral in the amounts outstanding under the applicable Derrick Agreement including but not limited to any fees or expenses incurred by Derrick in enforcing the Security and disposing of the Equipment; and
- (c) The balance of the proceeds (the "**Net Proceeds**"), if any, shall, subject to the consent of LEASING, be disbursed to the Receiver in trust to be held by the Receiver pending further agreement between the Receiver and LEASING or an order of the Court regarding disbursement of the Net Proceeds.

ARTICLE 4 GENERAL

4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to Derrick:

Attention:
Email:

- (b) If given to the Receiver:

ALVAREZ & MARSAL CANADA INC., in
its capacity as court appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd.
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

- (c) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above. Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.

- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by both Parties.
- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

DERRICK DODGE (1980) LTD.

ALVAREZ & MARSAL CANADA INC., in its capacity as court- appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity

Per: _____

Per: _____

SCHEDULE "A"

Error! Unknown document property name.213676/466894
MT-DOCS-13631138v2

LEGAL-22930876.2

Field Code Changed

1246483

DATE JULY 13th, 2012	ID NO. 10496	LEASE AGREEMENT	STOCK NO. CR16983	LEASE NO. 160929
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LESSOR'S NAME AND ADDRESS DERRICK DODGE (1980) LTD. 8211 - 104 STREET EDMONTON, ALBERTA T6H 2K8 (herein called the lessor)	LESSEE NAME (S) SPRAGUE-ROSSER LEASING INC. #201 1259-91 ST. (herein called the lessee)	HOME # () BUSINESS # () X 780)960-2619 CELL # () X 780)699-1052 FAX # () CITY EDMONTON PROV AB POST CO. T6X 1E9
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Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below (herein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:

LESSEE IS:	Individual	<input checked="" type="checkbox"/> Corporation	Other
------------	------------	---	-------

VEHICLE DESCRIPTION 1500 LARAMIE 140.5 MAKE DODGE MODEL 1500 CREW 4X4 BODY STYLE COLOUR PITCH BLACK VEHICLE IDENTIFICATION NUMBER 1C6RD7HT9CS296983 EQUIPMENT XX 8 ^{sp} ENGINE XX POWER WINDOWS & LOCKS XX 4 ^{spd} TRANSMISSION XX ELECTRIC DEFROSTER XX POWER STEERING XX RADIO XX POWER BRAKES XX AIR CONDITIONING XX CRUISE & TILT	LEASE TERM: <u>48</u> MONTHS RATE \$ <u>1021.38</u> per month GST #R101 357 861 \$ <u>51.07</u> per month PST \$ <u>N/A</u> per month OTHER \$ <u>N/A</u> per month TOTAL PAYMENT \$ <u>1072.45</u> per month PAYMENTS DUE AT START OF LEASE SECURITY DEPOSIT (GST Exempt) \$ <u>N/A</u> DOWN PAYMENT \$ <u>N/A</u> FIRST PAYMENT <u>August 2012</u> \$ <u>N/A</u> REGISTRATION FEES & TIRE TAX \$ <u>456.25</u> GST #R101 357 861 \$ <u>22.81</u> PST \$ <u>N/A</u> REBATES \$ <u>N/A</u> OTHER \$ <u>N/A</u> TOTAL \$ <u>479.06</u>
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Lease Type Closed End - Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance _____ km Excess Mileage Charge _____ Cents/km Open End Residual Value of \$ <u>1.00</u> Guaranteed by Lessee Based on a <u>20000</u> km/year allowance Residual Value subject to Sales taxes if purchased	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in addition to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manufacturer, all Insurance Costs and all taxes, governmental assessments, licenses, parking and other violation costs as well as fees for inspections required by any government authority. I have read and I understand the Terms and Conditions on the reverse of this Agreement.
--	---

LESSOR HEREBY ACCEPTS THIS LEASE: LESSOR SIGNATURE _____ TITLE MANAGER	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement LESSEE SIGNATURE <u>X</u> _____ JOINT CO-LESSEE <u>X</u> _____ For Corporate Lessee print name and title of authorized signing officer who has signed above NAME: _____ TITLE: _____
---	---

"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement." LESSEE'S SIGNATURE X _____ DATE <u>July 13/12</u>	DELIVERY ACKNOWLEDGEMENT Lessee Signature X _____ Delivery Date <u>JULY 13th, 2012</u> Mileage at time of delivery <u>22</u> Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement. Lessee further declares that there are no other written agreements pertaining to this Lease Agreement. LESSEE SIGNATURE <u>X</u> _____ JOINT CO-LESSEE <u>X</u> _____
--	--

Security Agreement

Control #: F02192240

Registration Date: 2012-Jul-18

Registration #: 12071817365

The Registration Term Is 5 Years

This Registration Expires at 11:59 PM on 2017-Jul-18

Debtor(s)

Block

1 SPRAGUE0ROSSER LEASING INC
201-1259-91 ST
EDMONTON, AB T6X 1E9

Secured Party / Parties

Block Party Code: 50004753

1 DERRICK DODGE (1980) LTD.
6211 - 104 ST.
EDMONTON, AB T6H2K8

Phone #: 780 435 3611

Fax #: 780 436 5545

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1C6RD7NT9CS296983	2012	DODGE 1500 CREW 4X4	MV - Motor Vehicle

End of Verification Statement

DISPOSITION AGREEMENT made effective this 7 day of August, 2014

BETWEEN:

JOHN DEERE FINANCIAL INC.
("John Deere")

OF THE FIRST PART.

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.
("EHER")

OF THE SECOND PART.

And

JEFFREY JAMES JESSAMINE, MATTHEW MACKAY and DANIEL EDWARDS
(collectively, the "Individuals")

OF THE THIRD PART.

and

ALVAREZ & MARSAL CANADA INC.
in its capacity as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity
(the "Receiver")

OF THE FOURTH PART.

WHEREAS:

A. The Receiver was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. ("Sprague-Rosser") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "Court") in Action No. 1401-10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "Receivership Order");

B. John Deere has financed the property identified in Schedule "A" hereto (the "Equipment") to EHER pursuant to:

- Fixed Rate Retail Instalment Contract 100-0289617-004;
 - Fixed Rate Retail Instalment Contract 100-0289617-005;
 - Fixed Rate Retail Instalment Contract 100-0289617-006;
 - Commercial Lease Agreement (with Purchase Option) 100-0289617-007
- (each a "John Deere Agreement").

C Each of the Individuals are a party to, as either a co-buyer or co-lessee, each John Deere Agreement

D EHER has allegedly leased the Equipment to Sprague-Rosser (the "**Sublease**") John Deere has not seen a copy of the Sublease, and has not been advised of its terms John Deere denies the existence and validity of the Sublease, and in signing this Agreement, John Deere shall not be deemed to have acknowledged the existence or validity of the Sublease, or any of its terms.

E The John Deere Agreement is in default and according to EHER the Sublease is in default. EHER wishes to enter into an agreement for sale in respect of the Equipment with Ritchie Bros Auctioneers (Canada) Ltd. (the "**Transaction**") and each of the Receiver, John Deere and the Individuals consent the Transaction pursuant to and in accordance with the terms set forth herein;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

ARTICLE 1 DEFINED TERMS / PREAMBLE INCORPORATION

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order.
- 1.2 The Preamble to this Agreement be and the same is hereby expressly incorporated into and forms part of this Agreement.

ARTICLE 2 RELEASE AND DISPOSITION OF EQUIPMENT

- 2.1 The Receiver shall release the Equipment to EHER or directly to Ritchie Bros. Auctioneers (Canada) Ltd.. In addition to the payments contemplated herein, EHER shall be responsible for all costs, fees and charges associated with storing, moving or otherwise relocating the Equipment from its current location for the purposes of the Transaction.
- 2.2 John Deere shall provide current payout information for each piece of Equipment included in the Transaction.
- 2.3 EHER shall provide a schedule identifying the anticipated consideration to be paid in respect of each particular piece of Equipment and all fees, commissions, goods and services tax, or other charges arising from the Transaction in respect of each particular piece of Equipment (the "**Accounting Schedule**").
- 2.4 Nothing in this Agreement shall affect the right of John Deere to enforce the various securities it holds as against EHER or any of the Individuals in John Deere's sole and unfettered discretion.

**ARTICLE 3
SALE PROCEEDS**

- 3.1 All consideration paid in respect of a Transaction (the "**Gross Proceeds**") shall be paid to John Deere's legal counsel. John Deere shall direct its legal counsel to hold the Gross Proceeds in an interest bearing trust account and distribute same in accordance with this Agreement.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify EHER and John Deere of the amount of the Receiver's direct costs and expenses that it proposes to allocate to the Equipment, and if the Receiver, John Deere and EHER are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Equipment, the issue of allocation of the Receiver's costs and disbursements against the Equipment shall be dealt with at the Court Application brought by John Deere, currently scheduled for November 21, 2014 (the "Allocation Application"). The said amount of the Receiver's costs and disbursements allocated to the Equipment, either by agreement between EHER, John Deere and the Receiver, or as determined by future Court Order, is hereinafter called the "**Cost Allocation**". The Receiver agrees that it will not claim a Cost Allocation amount that is more than 1.5% of the realizable value of the Equipment or 1.5% of the amount outstanding on the combined total of the John Deere Agreements, whichever is greater. The specification of the maximum value of the Cost Allocation herein is without prejudice to the right of the John Deere or EHER to advance claims that no Cost Allocation should be ascribed to the Equipment or that the Cost Allocation should be less than the 1.5% maximum established herein.
- 3.3 The Gross Proceeds, less the Cost Allocation (which, for greater certainty, shall be paid to the Receiver from the Gross Proceeds forthwith upon being determined in accordance with the terms of this Agreement or order of the Court) and any fees, commissions or other charges arising from the Realization that were approved by the Receiver in the Accounting Schedule (the "**Net Proceeds**"), shall be held by John Deere's counsel pending either an agreement between John Deere, EHER and the Receiver relating to the disbursement of the Net Proceeds or the outcome of the Allocation Application.
- 3.4 John Deere agrees to discharge any registrations that it has caused to be made in any personal property registry upon the closing of the Transaction.

**ARTICLE 4
GENERAL**

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:

- (a) If given to John Deere

c/o Emery Jamieson LLP
1700, 10235 - 101 Street
Edmonton, AB T5J 3G1

Attention: Kyle R. Kawanami
Email: kkawanami@emeryjamieson.com

Attention: Stuart J. Weatherill
Email: sweatherill@emeryjamieson.com

- (b) If given to EHER:

c/o McLennan Ross
600 West Chambers
12220 Stony Plain Road
Edmonton, AB T2N 3Y4

Attention: Charles P. Russell, QC
Email: crussell@mross.com

- (c) If given to the Receiver:

ALVAREZ & MARSAL CANADA INC., in
its capacity as court appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd.
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

- (d) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above. Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party

- 4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta, and the Parties hereto submit to the exclusive jurisdiction of the Court in order to resolve any disputes arising there from.
- 4.3 This Agreement constitutes the entire agreement among and between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral.
- 4.4 Any amendment to this Agreement shall be made in writing and shall be duly executed by all Parties
- 4.5 This Agreement may be signed or executed in separate counterparts and the signing or execution of a counterpart shall have the same effect as the signing or execution of a single original agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

JOHN DEERE FINANCIAL INC.

ALVAREZ & MARSAL CANADA INC., in
its capacity as court-appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd., and not in its
personal capacity

Per: _____

Linda Merk
Manager Collections, Recovery Asset
Management & Litigation

Per: _____



EDMONTON HEAVY EQUIPMENT
RENTALS LTD.

Per: _____

JEFFREY JAMES JESSAMINE

MATTHEW MACKAY

DANIEL EDWARDS

SCHEDULE "A"

#	Account	Unit	Year	Model	Serial#
1	100-0289617-004	MOTOR GRADERS	2012	770GXDW	1DW770GXJBD641098
		EXCAVATORS	2013	350GLFF	1FF350GXJCD808927
		EXCAVATORS	2013	350GLFF	1FF350GXJCD808938
		MOTOR GRADERS	2012	872GP	1DW872GPLCD646096
		MOTOR GRADERS	2012	872GP	1DW872GPCDD654518
2	100-0289617-005	OTHER (DITCH WITC	2010	R300	DVA01016
3	100-0289617-006	EXCAVATORS	2012	470GLC	1FF470GXTBE470075
4	100-0289617-007	4WD LOADERS	2013	544KXDW	1DW544KZECD649700

DISPOSITION AGREEMENT made effective this ____ day of _____, 2014

BETWEEN:

CATERPILLAR FINANCIAL SERVICES LIMITED

("CAT")

OF THE FIRST PART,

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

("EHER")

OF THE SECOND PART,

and

JEFFREY JAMES JESSAMINE, MATTHEW MACKAY and DANIEL EDWARDS

(collectively, the "**Individuals**")

OF THE THIRD PART,

and

ALVAREZ & MARSAL CANADA INC.

in its capacity as court appointed receiver and manager
of Sprague-Rosser Contracting Co. Ltd., and not in its personal capacity
(the "**Receiver**")

OF THE FOURTH PART,

WHEREAS:

- A. The Receiver was appointed as receiver and manager of the assets, property and undertaking of Sprague-Rosser Contracting Co. Ltd. ("**Sprague-Rosser**") under and pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") in Action No. 1401 10990 that was pronounced on July 31, 2014, and amended and restated on August 7, 2014 (the "**Receivership Order**");
- B. CAT has financed the property identified in Schedule "A" hereto (the "**Equipment**") to EHER pursuant to;
- Contract 005 0080296-000;
 - Contract 005-0080291-000;
 - Contract 005-0079602-000;
 - Contract 005-0080295-000;

(each a "CAT Agreement"),

- C. Each of the Individuals are a party to, as either a co-buyer or co-lessee, each CAT Agreement,
- D. EHER has leased the Equipment to Sprague-Rosser (the "**Sublease**");
- E. The CAT Agreement and the Sublease are in default. EHER wishes to enter into an agreement for sale in respect of the Equipment with Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Transaction**") and each of the Receiver, CAT and the Individuals consent the Transaction pursuant to and in accordance with the terms set forth herein;

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS / PREAMBLE INCORPORATION

- 1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order.
- 1.2 The Preamble to this Agreement be and the same is hereby expressly incorporated into and forms part of this Agreement

ARTICLE 2 RELEASE AND DISPOSITION OF EQUIPMENT

- 2.1 The Receiver shall release the Equipment to EHER or directly to Ritchie Bros. Auctioneers (Canada) Ltd.. In addition to the payments contemplated herein, EHER shall be responsible for all costs, fees and charges associated with storing, moving or otherwise relocating the Equipment from its current location for the purposes of the Transaction.
- 2.2 CAT shall provide current payout information for each piece of Equipment included in the Transaction, and the aggregate of such payout amounts as provided by CAT shall be referred to herein as the "CAT Payout Amount".
- 2.3 EHER shall provide a schedule identifying the anticipated consideration to be paid in respect of the Equipment and all fees, commissions, goods and services tax, or other charges arising from the Transaction in respect of the Equipment (the "**Accounting Schedule**"). The Accounting Schedule shall confirm that there shall be sufficient Net Proceeds (as defined below) available from the Transaction to cover the CAT Payout Amount.
- 2.4 Nothing in this Agreement shall affect the right of CAT to enforce the various securities it holds as against EHER or any of the Individuals in CAT's sole and unfettered discretion.

ARTICLE 3 SALE PROCEEDS

- 3.1 All consideration paid in respect of a Transaction (the "**Gross Proceeds**") shall be paid to EHER's legal counsel. EHER shall direct its legal counsel to hold the Gross Proceeds in an interest bearing trust account and distribute same in accordance with this Agreement.
- 3.2 Within two weeks from the date of this Agreement, the Receiver shall notify EHER and CAT of the amount of the Receiver's direct costs and expenses that it proposes to allocate to the Equipment; and if the Receiver, EHER and CAT are not able to agree on the amount of the Receiver's costs and disbursements to be allocated to the Equipment, the issue of allocation of the Receiver's costs and disbursements against the Equipment shall be determined by application to the Court. The said amount of the Receiver's costs and disbursements allocated to the Equipment, either by agreement between EHER, CAT and the Receiver, or as determined by future Court Order, is hereinafter called the "**Cost Allocation**". The Receiver agrees that it will not claim a Cost Allocation amount that is more than 1.5% of the realizable value of the Equipment or 1.5% of the CAT Payout Amount, whichever is greater.
- 3.3 The Gross Proceeds, less the Cost Allocation (which, for greater certainty, shall be paid to the Receiver from the Gross Proceeds forthwith upon being determined in accordance with the terms of this Agreement or order of the Court) and any fees, commissions or other charges arising from the Realization that were approved by the Receiver in the Accounting Schedule (the "**Net Proceeds**"), shall be held by EHER's counsel pending either an agreement between CAT, EHER and the Receiver relating to the disbursement of the Net Proceeds or order of the Court. Pending such determination of the payout of the Net Proceeds, such Net Proceeds in an amount sufficient to cover the full CAT Payout Amount shall be held in trust by EHER's legal counsel to the credit of the CAT Payout Amount.
- 3.4 CAT agrees to discharge any registrations that it has caused to be made in any personal property registry upon receiving confirmation that the Equipment has been sold.

ARTICLE 4 GENERAL

- 4.1 In the event that any notice is to be given pursuant to this Agreement, it shall be given by email, facsimile, courier, registered mail, regular mail or personal delivery:
- (a) If given to CAT:
- - Attention: •
 - Email: •
- (b) If given to EHER:
- c/o McLennan Ross
600 West Chambers

12220 Stony Plain Road
Edmonton, AB T2N 3Y4

Attention: Charles P. Russell, QC
Email: crussell@mross.com

- (c) If given to the Receiver:

ALVAREZ & MARSAL CANADA INC... in its capacity as court
appointed receiver and manager of Sprague-Rosser Contracting
Co. Ltd.
Bow Valley Square I
Suite 570, 202 - 6th Avenue SW
Calgary, Alberta T2P 2R9

Attention: Tim Reid
Email: treid@alvarezandmarsal.com

Attention: Tom Powell
Email: tpowell@alvarezandmarsal.com

- (d) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to this Agreement shall be deemed to be received by the other Party when delivered to the Party receiving the notice at the address identified above. Either Party may change the person, email address, facsimile number or address designated to receive notices by giving written notice of the new person, email address, facsimile number or address, as the case may be, to the other Party.

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IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date written above.

**CATERPILLAR FINANCIAL SERVICES
LIMITED**

ALVAREZ & MARSAL CANADA INC., in
its capacity as court appointed receiver
and manager of Sprague-Rosser
Contracting Co. Ltd., and not in its
personal capacity

Per: _____

Per: _____

**EDMONTON HEAVY EQUIPMENT
RENTALS LTD.**

Per: _____

JEFFREY JAMES JESSAMINE

MATTHEW MACKAY

DANIEL EDWARDS

Schedule "A"

Model/Serial#: 374DL/CAT0374DJPAP00135

Model/Serial#: XQ45N/CAT00C44JGLE01172

Model/Serial#: XQ45N/CAT00C44CGLE01187

Model/Serial#: CP56/CAT0CP56LC5P00211

Ritchie sale of JO and CAT units

* guaranteed amount from Ritchie
= \$1,940,625.⁰⁰

A. Allocation to CAT to be held
in McLennan Ross LLP Trust:

$$\begin{aligned}
 & \text{CAT} \quad \$ \\
 & \text{payouts} \quad 39,359.96 \\
 & + 90 \text{ days interest at } 6.30 (\$567) \\
 & + \$63,011.32 \\
 & + 90 \text{ days interest at } \$10.16 \\
 & \quad \quad \quad (\$914.40) \\
 & = \$ \\
 & \quad \quad \quad \underline{103,852.68}
 \end{aligned}$$

$$\begin{aligned}
 & \text{Receiver allocation} \\
 & \quad \quad \quad 1.5\% \text{ of } \$103,852.68 \\
 & = \$ \\
 & \quad \quad \quad \underline{1,557.79}
 \end{aligned}$$

$$\begin{aligned}
 & \text{Total held by McLennan Ross} \\
 & = \$ \\
 & \quad \quad \quad \underline{105,410.47}
 \end{aligned}$$

B. Allocation to JD to be held by JD's counsel on trust

\$ 1,835,214.53

* Which is broken down as to 1.5% for the Receiver allocation, which is \$27,528.22, and the balance of \$1,807,686.31 towards the JD payout amount on their debt.

Total held by MR LLP = \$105,410.47

Total held by JD's lawyers = \$1,835,214.53

= \$1,940,625

~~~~~