## APPENDIX G

#### 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.
- 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.

Error! Unknown document property name.



## 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, 8<sup>th</sup> Avenue SW, Suite 3300 Calgary, AB T2P 1G1

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

(b) If given to NAC:

North America Construction (1993) Ltd. 21 Queen Street Morriston, ON NOB 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

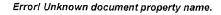
(e) Notices given pursuant to this Agreement by email or by facsimile shall be deemed to be received by the other Party when sent by the Party giving the notice provided that such Party does not receive notification that the notice was not delivered. In all other instances, notices given pursuant to 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.

- 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.

Per:	Per:
EDMONTON HEAVY EQUIPMENT RENTALS LTD.	NORTH AMERICA CONSTRUCTION (1993 LTD.
Per:	Per:



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

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# GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.

EDMONTON HEAVY EQUIPMENT RENTALS LTD.	NORTH AMERICA CONSTRUCTION (1993) LTD.
Per:	Per:



- (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.
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GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.

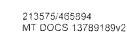
Per: MUNICU AGOMOY-at-law SITANXAR MAZUMBAR	Per:
EDMONTON HEAVY EQUIPMENT RENTALS LTD.	NORTH AMERICA CONSTRUCTION (1993) LTD.
Per:	Per:



- (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.
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GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.

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
Bermingham 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



### 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, 8<sup>th</sup> 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.
- 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.

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:	
	1 01.

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

Per



- 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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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: SHANKAR MAZUNDAR

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

Per:

- 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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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:

## 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	11	day of	September,	2014
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#### 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 "PMS! 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.
- 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 PMS! 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



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 7<sup>th</sup> 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.
- 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.



Per:

Print Name:

Per: ANNAMARIA FRETES

AND CREAT RISK

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

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

Per:
Kenneth Tunnicliffe

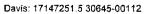
ALVAREZ & MARSAL CANADA INC., in its capacity as Receiver and as Trustee (not in its personal capacity), under the hand of its duly authorized officer

Per:

Print Name:

## 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)	1HTWX\$AT46J231922	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 \_\_\_\_\_\_ 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

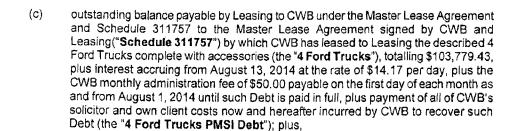
1.1 All capitalized terms not otherwise defined herein in this Agreement, including capitalized terms used in the Preamble to this Agreement, shall have the meaning ascribed to them in the Receivership Order; and the terms set forth in the Preamble are confirmed and accepted by the Parties and form part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

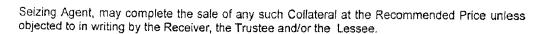






- the outstanding balance payable by Leasing to CWB under the Master Lease Agreement and the August 21, 2012 Schedule 311757-4 to the Master Lease Agreement signed by CWB and Leasing ("Schedule 311757-4") by which CWB has leased to Leasing the described 5 Ford Trucks and accessories (the "5 Ford Vehicles"), 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.
- 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 PSMI Shortfall Debt.
- 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.
- 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





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.
- 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.
- 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;
  - 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");

- 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 Reveiver 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 Bieganek 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").
- 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

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 7<sup>th</sup> 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@dcllp.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.
- 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.





CANADIAN WESTERN BANK under the hand of its duly authorized officers Kenneth Tunnidiffe AND Credit Risk 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:



Per:

Renneth 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:

Per:

Print Name:

Per:

Print Name:

CANADIAN WESTERN BANK under the hand of its



**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:
Per:Print Name:

Davis: 17148035.3 30645-00114

#### 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

Davis: 17148035.5 30645-00114



#### COLLATERAL DISPOSITION AGREEMENT

Made effective this 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

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.

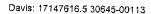
# ARTICLE 2 RELEASE AND DISPOSITION OF COLLATERAL

- 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.
- 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:
  - 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 PMS) Debt"); plus,

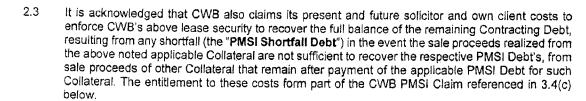
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outstanding balance payable to CWB under the Master Lease Agreement and the March 28, 2013 Schedule 319865A to such Agreement signed by CWB and the Lessee ("Schedule 319865A") by which CWB has leased to the Lessee the described 14 goods (the "14 Goods"), 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.

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.







- 2.4 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.
- 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

- 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 pald to the Seizing Agent and to the Lessor in recognition of their priority for such sums:
    - 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;
  - 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 pald 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 Bieganek Q.C (the "Lessee's Solicitors") to be paid and distributed as follows:
    - 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 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.

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 Tétrauit LLP 400 421 7<sup>th</sup> 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 Bieganek, Q.C. Email: dbieganek@dcllp.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.
- 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 ha above.

ive entered int	to this Agreement effec	ctive as of the date written
CANADIA authorized		under the hand of its duly
Per: Kenn AVI	neth Tunkicliffe.  P Lyedit Risk	MINIMALIA FLETES SIL. CREDIT ADMINISTRATOR
Receiver a	& MARSAL CANAD and Trustee (not in its p f its duly authorized o	A INC., in its capacity as personal capacity), under fficer
Per: Print	Name:	·
	ON HEAVY EQUIPM nand(s) of its duly auti	IENT RENTALS LTD. norized officer(s)
Per: Print !	Name:	
Per: Print N	Name:	







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.

Print Name:

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:
Per:
Print Name:
Per:



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.

	ADIAN WESTERN BANK under the hand of its dul prized officer
Per.	Kenneth Tunnicliffe
Rece	AREZ & MARSAL CANADA INC., in its capacity a eiver and Trustee (not in its personal capacity), under and of its duly authorized officer
Per:	Print Name:
EDN unde	NONTON HEAVY EQUIPMENT RENTALS LTI or the hand(s) of its day authorized efficer(s)
Per:	Print Name: Deft Scssading
Per:	Print Name:



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	1DW544KZEBD637156	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

2012 John Deere 670GLC Hydraulic
Excavator

1FF670GXCBE670011

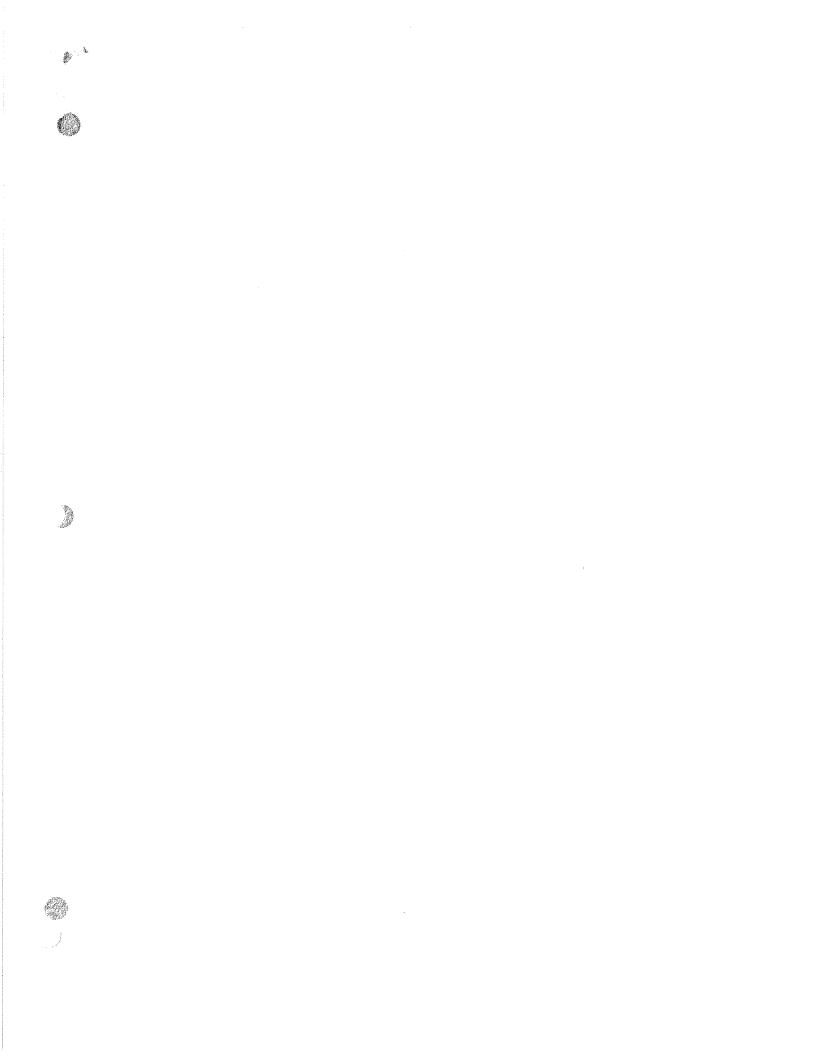
the Receiver's Secured Site in Saskatoon, Saskatchewan

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





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.

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**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

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- (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\_

Error! Unknown document property name,213575/465894 MT-DOCS-13831139v2

| PEGNI 550308505





| <u>Error! Unknown document property name.</u>213575/465894 | <del>MT-DOGS 13831139</del>v2

£2000 349308464



# 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





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: 1FTFW1EF0DKF99939 =\$33,104.55





# 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



	DATE	ID NO.   / ) 76 6	LEAS	E AC	REEMENT	STOCK NO.	30,11	LEASE NO	•
	NOVEMBER 26th, 2013	13398	LESSEE N		/A)	7 57	791	189560	2
								( )	
	LESSOR'S NAME AND AD	DDRESS	EUMUN	ION	HEAVY EQUI	PMENT RENTA	T2 L10	BUSINESS # ( 0780)	360-2619
	DERRICK DOD	GE (1980) LTD.						CELL#	
	6211 - 104 STREET EDMONTON, ALBER	TA TOU OVO	201-1259	3-91	STREET			FAX#	
	LOWOTT ON, ALDEN						CITY		
		(herein called the lessor)		,			1	PROV	POST CO.
						(herein called th		/8	T6X 1E9
	"Vehicle") under the ter	o Lessee, and Lessee he rms and conditions set fo	reby leases irth including	irom the	Lessor, the veni Additional Termi	icle and equipm s and Condition	ent describ s set forth (	ed below (her ON REVERSE	rein called HEREOF:
		LESSEE IS:	Individ			oration	Other		
	VEHICLE DESCRIPTION	· · · · · · · · · · · · · · · · · · ·	YEAR	, ,	LEASE TERM:	•	70		MONTHS
	MAKE	MODEL	BODY STY	}	RATE	•	•••	087.14	per month
		F150 CREW AYA	BOD! SIII	LE	GST #R101 35	57 861	\$	54.36	per month
		VEHICLE IDENTIFICATIO	N NUMBER		PST		\$	N/A	_ per month
	YELLOW	LETEWLEE9DKE99941		······································	OTHER		\$	N/A	per month
	E UIPMENT	XX POWER WINDOW		i	TOTALPAYME	ENT	\$1	141 50	per month
	X Auto TRANSMISSION	XX ELECTRIC DEFRO	DOTER		P	AYMENTS DU	E AT STAF	T OF LEAS	<u> </u>
	X POWER STEERING	XX AIR CONDITIONIN	IG		SECURITY DEP	OSIT (GST Exemp	ot) \$	N/A	
	X POWER BRAKES	XX CRUISE & TILT			DOWN PAYMEN	m	, \$	N/A	
	L Classed Fact Market	ease Type				TJANHAMY 20 FEES & TIRE TAX		N/A 456.25	
. 40	Annual Mileage Allowand	e returned to Lessor at end	len	n.	GST #R101 357		\$	22.81	
	vy Open End		COCIODACI		PST		\$	N/A N/A	
	LIAMINATION ATTITUDE OF D		eed by Lessee		REBATES OTHER		\$ \$	N/A	
	Residual Value sub	ject to Sales taxes if pur	chased		TOTAL		\$	479,06	
		Agreement places the resp related taxes: delinquency of							3 <i>P</i>
	payments in de	ofault, excess mileage charge osts and all taxes, governme	s. all Repairs	and N	faintenance Costs	s not covered by t	he Manufacti	X 01.	
	fees for inspect	tions required by any govern I I understand the Terms are	ment-authorit	ly. /			00000 00 1101	x	
			- Conditions C	<i></i>		leases from les	sor and ad	ees to all Ten	ms and
	LESSOR HEREBY ACCEPT	S THIS LEASE:	The same	ا استدر.	Conditions of I	Lease Agreemer	1t 11	٠	e.
	LESSOR SIGNATURE	Wan Do			LESSEE SIGNA		Hlu	Tyen	<u> </u>
	TITLE		MANAGE	R		SSEE X Lessee print na signed above	*****	of authorized	d signing
						NAME:		TITLE:	
	"I hereby give Derrick Dodge (1980) Ltd. authorization to acquiregistration information on me and the attached vehicles vehicle ownership, registration expiry date) for the purpose			ess,	DELIVERY ACI	KNOWLEDGEM	ENT		
	verification for the full term of th		000 01 001121		Lessee Signatu	ure X <u>Blau</u>	in Py	liste	
						NOVEMBER 2		•	
					Mileage at time	e of delivery		22	
	LESSEE'S SIGNATURE X Blair	Pyaya			lease that are not Lessee further de	eclares that there t written on this le eclares that there : Lease Agreement	ase agreeme are no other	nt.	
	DATE	OV 26 3	2013		LESSEE SIGNA	ATURE X_	Blair	Typy	<i>B</i>
			,		JOINT CO-LES	SEE X_			

## **Personal Property Registry Verification Statement**

Page 2 of 2

#### 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

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

<u>Year</u>

#### Collateral: Serial Number Goods

Block

Serial Number

Make and Model

Category

1FTFW1EF9DKF99941

FORD F150 CREW 4X4 2013

MV - Motor Vehicle

	DATE	ID NO.	IFAS	<b>Ε</b> Δ <i>i</i>	GREEMENT	STOCK NO.	<i>1</i> —	LEASE N	O.
	NEVEMBER 26th, 201	/EMBER 26th, 2013 / 3398 LEASE A			GHEEIVICIVI	134994	2_	1895	60
			LESSÉE N	AME	(S)	**************************************	***************************************	HOME #	Married Company of the Company of th
YOU	LESSOR'S NAME AND A	EDMON	LTON	HEAVY FOUL	IPMENT RENTAL	SITA	BUSINESS #		
							v,	( )(780	)960-2619
	DERRICK DOD						CELL#		
	6211 - 104 STREET EDMONTON, ALBER	201-125	9-9	1 STREET			FAX #	***************************************	
	EDINIOI OI , ALBEN	IIA TOH ZAO	1					( )	Hitida and the same of the sam
		(herein called the lessor)						EDMONTON	
						(herein called the I	essee)	PROV 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:								
	"Vehicle") under the ter	rms and conditions set fo	orth including	) the	Additional Term	s and Conditions s	et forth	ON REVERSE	HEREOF:
		LESSEE IS:	Individ	duai,	X Corpo	pration C	ther		
	VEHICLE DESCRIPTION		YEAR	}	LEASE TERM:			36	MONTHS
	MAKE	MODEL.	201 BODY STY		RATE	•	(*************************************	1087,14	
	FORD	F150 CRFW 4X4	BODY SIY	ut.	GST #R101 35	57 961	ψ	54.36	per month
		VEHICLE IDENTIFICATIO	N NUMBER		1	37 601	Φ		per month
	YELLOW	<u> LETEWLEFOOKF9994</u>	2		PST		\$	N/A	per month
	EUIPMENT	XXPOWER WINDOW		<del>V</del>	OTHER		\$	N/A	per month
	XX_VX_ENGINE XXELECTRIC DEFROSTER				TOTALPAYME	NT	\$	1141.50	per month
	XX Auto TRANSMISSION XX RADIO				PAYMENTS DUE AT START OF LEASE				
	XXPOWER STEERING XXAIR CONDITIONING				SECURITY DEPOSIT (GST Exempt) \$ N/A				
	XX POWER BRAKES	XXCRUISE & TILT			DOWN PAYMENT \$ N/A				
Ta	L	ease Type	<del></del>	enidomeranique		TANKARY 201	/s	N/A	
Ì	Closed End -V ehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance				REGISTRATION GST #R101 357	FEES & TIRÉ TAX	\$	456.25 22.81	
	Annual Mileage Allowance Excess Mileage Charge  XX Open End			7	PST	001	\$ \$		
	Hesiqual value of \$	I()() Guaranter	ed by Lessee	3	REBATES		\$	N/A	
	Based on a km/year allow			•	OTHER		\$	N/A	***************************************
	Residual Value subject to Sales taxes if purchased				TOTAL		\$	479.06	WWW.
l	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease payments and related taxes: definquency charges on overdue lease payments, all expenses of lessor in collecting payments in default, excess mileage charges all Pagain and Maintenance Centre at colored by the Agreement of the Colored by the Agreement of the Colored by the Colored b								
	payments in de	tautt, excess mileade charde	s. all Renairs	, all Repairs and Maintenance Costs not covered by the Manufa tal assessments licenses, parking and other violation costs as v			Applifact:		
	fees for inspect	lons required by any govern Lunderstand the Terms and	ment authority	V	censes, parking a	rid other woration cos	erz az Mei	паs Х	PM Voltania de la constanta de
ŀ	Dus pear even	I understand the lerms and	Concultoris o	n the	<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>		*********	Mf-m************************************	
to in water	LESSOR HEREBY ACCEPTS	S THIS LEASE:	1		Lessee hereby	leases from lessor .ease Agreement	and agr	rees to all Teri	ms and
-		1-10/6	7/		LESSEE SIGNA	-	Blu	in furt	
- 1	LESSOR SIGNATURE			وقعد	JOINT CO-LES	149444		- 77	E
	TITLE	The state of the s	MANAGER			Lessee print name	and title	of authorized	d signing
***************************************					officer who has	•			
	"I hereby give Derrick Dodge (198	30) Ltd. authorization to acqu	uire motor veh	lcle -		NAME:		TITLE:	
- 1	registration information on me	and the attached vehicles	(name, addre	988.	DELIVERY ACK	NOWLEDGEMEN	Γ		
- [,	vehicle ownership, registration verification for the full term of this	expiry date) for the purpost s lease agreement."	ose of collate			no ·	1		
		-			Lessee Signatu	ire X <u>Bluis</u>	Typi	Cyle_	196. Alexandria (1961), printer participa (1966).
			I	Delivery Date	NOVEMBER 26	th 20	113		
بييوروواون معا ليدمة						of delivery		22	
				inch deposit	l aggae herebu da	clares that there are	no ommi	gee about this.	vahiole or this
	ESSEE'S Blain	Pint of			lease that are not	written on this lease	agreeme	nt.	
	MUNATURE A SPENSEY	·/	·····			clares that there are : Lease Agreement.	no other v	written agreeme	ents .
0	DATE <u>Nov</u>	126 7 201	3	1	LESSEE SIGNA	1	ais 7	Pykok	
		•			JOINT CO-LESS			0	
<b></b>								**************************************	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

## **Personal Property Registry Verification Statement**

Page 2 of 2

**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

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

#### Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

Make and Model Year

Category

1

1FTFW1EF0DKF99942

FORD F150 CREW 4X4 2013

MV - Motor Vehicle

					_				
í	DATE	ID NO.	LEASE AC	REEMENT	<b><i><u>STOCK</u></i></b>		LEASE NO	).	
	#OVEHBER 26th, 201	13398	LEASE AG	NEEMENI	134	+ 9943	18956	0	
	Advenden comitat	4	LESSEE NAME (	S)			POME (		
	LESSOR'S NAME AND AD	DRESS	EDMONTON	HEAVY EQUI	IPMENT	RENTALS LT	D BUSINESS ( )	960-2619	
	DERRICK DODG	SE (1980) LTD.					CELL#		
	6211 - 104 STREET EDMONTON, ALBER	201-1259-91	STREET			FAX #			
							EDMONTON	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	
		(herein called the lessor)				alled the lessee	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:								
į	Totalog y action and to	LESSEE IS:	individual,	Х Согр		Other			
	VEHICLE DESCRIPTION		YEAR	LEASE TERM	1:		36	MONTHS	
	MAKE	MODEL	2013 BODY STYLE	RATE		\$_	1087.14	per month	
	FORD	F150 CREW 4X4		GST #R101 3	357 861	\$	54.36	per month	
	COLOUR	VEHICLE IDENTIFICATION	N NUMBER	PST		\$_	N/A	_ per month	
		1FTFW1EF2DKF9994 XXPOWER WINDOV	3	OTHER		\$_	N/A	per month	
	E UIPMENT XX VS ENGINE	VS & LOCKS OSTER	TOTALPAYM	IENT	\$_	1141,50	_ per month		
	XX V ENGINE XX ////TITRANSMISSIOI			PAYMEN	TS DUE AT S	TART OF LEAS	E		
	XX POWER STEERING	NG	IG SECURITY DEPOSIT (GST Exempt) \$ _						
	XX POWER BRAKES		L DOUGH DAVISET & N/A						
	Lease Type			ASS 25					
	Closed End -V ehicle to b	i of lease term. km	GST #R101 35			22,81			
	Annual Mileage Allowand Excess Mileage Charge	Cents/km	PST		\$	N/A			
	XX Open End Residual Value of \$	1 00 Guarante	ed by Lessee	REBATES		\$ .	N/A N/A		
	Based on a Residual Value sui	bject to Sales taxes if pu	ear allowance irchased	TOTAL		\$. \$.			
l	AITTE: This	Annument places the me	nunolikillity of the	FRSFE TO PA	iy, in addi	tionel to month	ly lease	28	
Ì	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to reason payments and related texes: delinquency charges on overdue lease payments, all expenses of lasso payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the							3P	
	all insurance (	Costs and all taxes, governm	ionio assessitents	licenses, parking	and other	violation costs a	s well as X		
	Inna lun inna a	ctions required by any gover d I understand the Terms of	MANAGEMENT OF THE PROPERTY.	reverse of this	Agreement				
	LESSOR HEREBY ACCEP			Lessee hereb Conditions of	ov leases	from lessor and	agrees to all Te	rms and	
		$\Lambda /\Lambda$	1	LESSEE SIG		× B	an figur	ple	
	LESSOR SIGNATURE	NAKO		IOINT COLL	FSSFF	x			
	TITLE		<b>MANAGEA</b>	For Corporat	e Lessee as signed	print name and I above	title of authoriza	ed aigning	
					-	NAME:	TITLE:		
eriropita annuara de la compansa de	"I hereby give Derrick Dodge (1 registration information on may vehicle ownership, registration	and the attached vehicle	a (name, address,	DELIVERY A	CKNOWL	EDGEMENT	•		
	verification for the full term of t	his lease agreement."	a provincem - ar - series success (SM)	Lessee Signa	ature X	Bluis 4	yeyle		
							2013		
en entre en en				Mileage at ti	me of deli	ivery	22		
				Lesses hershy	/ declares t	hat there are no	promises about this	s vehicle or this	
	LESSEE'S Blaw	Perkyt		lease that are Lessee further	not written declares ti	on this lease agr hat there are no (	reement. other written agree		
	LESSEE'S SIGNATURE X SLAW	21/2010		pertaining to ti		agreement.	in Prose	6	
	DATE /VOY	16 2013		LESSEE SIG		X_7/24	vi yay		
1				JOINT CO-L	ESSEE	Χ			

### **Personal Property Registry Verification Statement**

Page 2 of 2

#### **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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

<u>Year</u> Make and Model

2013

Category

1

1FTFW1EF2DKF99943

FORD F150 CREW 4X4

MV - Motor Vehicle

	ert (epissen, sakkandussikkonomyyyhteemissaksipurama yestenherisenrisesia asut suurisesia. Esintä La majan piter (1870)	37-1-1807/99 Milley BU William Kingle water water water by programmer, continued Clark Continued by the continued of the cont	middinantandrab fyrdd Harmalanabadlynnasaus yr cennyr	and the second state of th	degleranskævenskalterssyrmadelskypkommerstrikkøpkombouranskybouransky	Territor pictoreans part capturpur socies		
	DATE	ID NO.	I FASE AL	GREEMENT	STOCK NO.	c f	LEASE NO	).
	HOVEMBER 26th, 20	13398	hadred Warting & 1%	II I I I I V I I I I I I I I I I I I I	134994	4	18956	0
			LESSEE NAME	(S)			HOME #	
1000	LESSOR'S NAME AND A	וחחטבפפ	1	• /	IPMENT RENTALS	: 170	OI ICINIEGS	······································
	FEGGOLD & IAVIAIT VIAD V	וטאבסס	LUITORIOR	UEVA! FAOT	FRENT NENTALS	) LIV	BUSINESS # ( )( 780)	960-2619
	DERRICK DOD	GE (1980) LTD.					CELL #	ACTION TO THE ACTION AND ACTION AND ACTION AND ACTION AND ACTION ACTION AND ACTION ACT
	6211 - 104 STREET	•	201-1259-9	1 STREET			FAX#	**************************************
	EDMONTON, ALBEI	RTA T6H 2K8	And the state of t				( )	
		Access and addition become	**************************************				EDMONTON	***************************************
		(herein called the lessor)					PROV	POST CD.
					(herein called the le		AB	T6X 1E9
	Lessor hereby leases	to Lessee, and Lessee he	reby leases from	Lessor, the vehi	icle and equipment	describ	ed below (her	ein called
-	Venicia ) under the te	arms and conditions set for	**************************************	<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>		**************	ON REVERSE	HEREOF:
		LESSEE IS:	Individual	Х Согро	ration Of	ther		
	VEHICLE DESCRIPTION		YEAR	LEASE TERM:	-	7	16	MONTHS
	MAKE	\$ & a_m_ &_ &_ & &	2013	BATE			1087.14	
		1	BODY STYLE	1		<b>&gt;</b>	54.36	per month
	FORD COLOUR	F150 CRFW 4X4 VEHICLE IDENTIFICATION	W VI IN IN IN IN	GST #R101 35	<i>5</i> 7 861	\$	***************************************	_ per month
				PST		\$	<del></del>	_ per month
}	YELLOW   E UIPMENT	1FTFW1EF4DKF9994	4	OTHER		\$	N/A	per month
	i .	XXPOWER WINDOW		TOTALPAYME	ENT	\$	1141.50	per month
2	XX V? ENGINE	XXELECTRIC DEFRO	OSTER	<b>*************************************</b>				······································
	XX 4 10 TRANSMISSIO			ļ	AYMENTS DUE A	TSIAF	IT OF LEASE	  
1	XX POWER STEERING	XXAIR CONDITIONIN	1G ,	ş-	OSIT (GST Exempt)	\$	<u> </u>	<del></del>
	XX POWER BRAKES	XX CRUISE & TILT		DOWN PAYMEN		\$	N/A	
3	Lease Type				TJANUARY 2014	\$	N/A 456.25	***************************
D	Annual Mileage Allowan	be returned to Lessor at end	le res	GST #R101 357	FEES & TIRE TAX	\$	22.81	######################################
	Annual Mileage Allowance  Excess Mileage Charge  Gents			PST	861	\$	N/A	*******************************
	YY Upen End	1.00 Guarantee		REBATES		\$	N/A	····
l	Based on a	20000 km/yei	ar allowance	OTHER		\$	N/A	
	Residual Value sul	bject to Sales taxes if pure	chased	TOTAL		\$	479,06	
-	NOTE: This	Agreement places the respi	onsibility of the I	ESSEE TO PAY,	In additional to mo	onthly le	ase O	n
	payments in d	d related taxes: delinquency cl lefault, excess mileage charge	es, all Repairs and M	Maintenance Costs	and covered by the M	lanufacti	urer	
	all insurance C	Costs and all taxes, covernme	ental assessmente li	icenses, parking a	nd other violation cos	ts as wel	ll as	
1	i have read an	ctions required by any governi id! understand the Terms and	ment authority.  d Conditions on the	reverse of this Ag	reement.		Х	**************************************
-	<del>., , , , , , , , , , , , , , , , , , , </del>		7-	·	leases from lessor	and an	rose to all Terr	
Principles or an annual superior	LESSOR HEREBY ACCEPT	TS THIS KEASE!		Conditions of L	_ease Agreement	anu ayı	ees to an rem	ns and
I		A Soft	A	LESSEE SIGNA		Stav	, fra	U
1	LESSOR SIGNATURE	JUMBER OF THE PROPERTY OF THE		JOINT CO-LES	SSEE X		77	in the miles or an arrange and a second
	TITLE	The second secon	MANAGER	For Corporate L	Lessee print name a	and title	of authorized	signing
1	france hard to the feet of the			officer who has	_		·	
I	Il barabu alua Damiak Dadaa (1:	OOOL Last assets about the same			NAME:		TITLE:	
r	'I hereby give Derrick Dodge (19 registration Information on me	and the attached vehicles	(name, address,	DELIVERY ACK	KNOWLEDGEMENT	•	et la minimistrativa de la companya della companya de la companya de la companya della companya	***************************************
V	rehicle ownership, registration	n expiry date) for the purpo	ose of collateral	Seed head the and the second of	Of the Fit Indiana de Indiana			
۷	verification for the full term of the	nis lease agreement."	PROTEINE	Lanca Claratu	ire x Bluis	Water La	Non ship	
-			Ī		•	-		<del></del>
			**************************************	Delivery Date_	NOVEMBER 26t	h. 20	Ц3	
1			***************************************	Mlleage at time	of delivery		22	
20a								
🥙   L	ESSEE'S AO	1.			eclares that there are n t written on this lease a			ehicle or this
<i>)</i>  s	IGNATURE X THUS	Tylyt		Lessee further dec	clares that there are n			nts
	ESSEE'S IGNATURE X Blus NATENOV	the			Lease Agreement.			
D	ATE	1 1/4 2013		LESSEE SIGNA	TURE X	ay	Poplat	<i>F</i>
			JOINT CO-LESS		<b>10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.</b>		***************************************	



## **Personal Property Registry Verification Statement**

Page 2 of 2

**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**

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 201-1259-91 ST

EDMONTON, AB T6X 1E9

#### Block

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

Block Serial Number Year Make and Model Category

1C6RD7NT6CS338641

2012 DODGE 1500 CREW 4X4

MV - Motor Vehicle

1	Township the party of the contract of the cont	TID NO.			STOCK NO.	LEASE NO.
	DAJE	17299	LEASE AGI	REEMENI	134994	
670	NOVEMBER 26th, 201	3	LESSEE NAME (S	3)		HOME
******	LESSOR'S NAME AND AD	INDESS	FOMONTON	HEAVY EQU	IPMENT RENTALS	LTD HUSINESS (0) 960-2619
		j	20110111011			CELL#
	DERRICK DODO	GE (1980) LID.	201-1259-91	STREET		FAX #
	6211 - 104 STREET EDMONTON, ALBER	TA T6H 2K8	201 1230 02	•		
	,					NOTNOM
		(herein called the lessor)			(herein called the le	prov Post Co. A8 T6X 1E9
	Legar harahy leases	a Lessee, and Lessee he	reby leases from t	essor, the ve	hinto and equipment	described below (herein called
	"Vehicle") under the te	rms and conditions set fo	outu incidoning me y	(OOMOTION TOTAL	710 0010	et forth ON REVERSE HEREOF:
		LESSEE IS:	Individual	X Corp	poration	
	VEHICLE DESCRIPTION		YEAR 2013	LEASE TERM	<b>Л</b> :	36 MONTHS 1087.14
	MAKE	MODEL	BODY STYLE	RATE		54 36 per month
	FORD	F150 CREW 4X4		GST #R101	357 861	\$ per monut
	COLOUR	VEHICLE IDENTIFICATION		PST		5 per month
	YELLOW	1FTFW1EF60KF9994		OTHER		\$ N/A per month \$ 1141.50 per month
	E UIPMENT	XXPOWER WINDON XXELECTRIC DEFR		TOTALPAYN		×
	XX // TRANSMISSIC				PAYMENTS DUE	AT START OF LEASE
	XX POWER STEERING	ING		EPOSIT (GST Exempt)	\$ <u>N/A</u> \$ N/A	
	XXPOWER BRAKES		DOWN PAYM	ent January 2019	/	
2	Lease Type Closed End -V ehicle to be returned to Lessor at end of lease t			REGISTRATIC	ON FEES & TIME TAX	\$ 456.25
3	Closed End -V ehicle to Annual Mileage Allowar	km	GST #R101 3		\$ <u>22.81</u>	
	Evenen Milagge Charge	Cents/km	PST		\$ <u>N/A</u> \$ N/A	
	XX Open End Residual Value of \$		eed by Lessee year allowance	REBATES		\$ N/A
	Based on a	thiert to Sales taxes if p	urchased	TOTAL		\$ 479.06
	NOTE: This	Agreement places the re	sponsibility of the	LESSEE TO F	PAY, in additional to the all expenses of less	monthly lease or in collecting x BP
	payments an	d telated taxes: damidnane)	thiniges or oronas	t dutakan manan A	note and covered by the	Manufacturer.
	ali insurance	Costs and all taxes, govern	ment authority	management but		X
	I have read a	nd I understand the Terms a	and Conditions on the	a reverse of this	hy leases from less	or and agrees to all Terms and
	LESSOR HEREBY ACCE	PTS THIS LEASE!		Conditions	of Lease Agreement	ali Sino to
		1 March		LESSEE SIG		TOWN THEY
	LESSOR SIGNATURE		MANAGER	JOINT CO-	LESSEE X ate Lessee print nam	ne and title of authorized signing
	TITLE	*	MANAGER	officer who	has signed above	
		A STATE OF THE STA			NAME:	TITLE:
	"I hereby give Derrick Dodge registration information on s	(1980) Ltd. authorization to a	icquire motor vehicle les (name, address,	DELIVERY	ACKNOWLEDGEME	INT
	vehicle ownership, registrat	ion expiry date) for the p	urpose of collateral	<b>.</b>	00	a Deve to
	verification for the full term of	rms lease agreement."		Lessee Sig	nature X Blue	
				Delivery Da	ate NOVEMBER 2	26th, 2013
	AND			Mileage at	time of delivery	22
				I pasna hara	by declares that there a	are no promises about this vehicle or this
	LESSEE'S All	in four to		1 t	a ant written on this id:	ase agreement. are no other written agreements
1	SIGNATURE X	W July		Lessee furth pertaining to	er declares that there a this Lease Agreement	
	· I day	26 70 2013	· ·	1	IGNATURE X	Blus tyryt
	DATE		<del></del>	JOINT CO		Commence of the second

## **Personal Property Registry Verification Statement**

Page 2	of	2
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#### **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

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

#### Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model

Category

1FTFW1EF6DKF99945

2013

FORD F150 CREW 4X4

MV - Motor Vehicle

	16 to 10 to				**************************************		
	DATE ID NO.	LEASE AC	REEMENT	STOCK NO.	LEASE NO.		
	NOVEMBER 25th, 2013 13398			1349446	189560		
		LESSEE NAME	(S)		HOME #		
	LESSOR'S NAME AND ADDRESS	EDMONTON	HEAVY EQU	IPMENT RENTALS LT	BUSINESS #		
	DEDDIOK DODOE (1000) LTD				( X780)960-2619		
	DERRICK DODGE (1980) LTD. 6211 - 104 STREET	201 1250 0	1 CTOFFT		( )		
	EDMONTON, ALBERTA T6H 2K8	201-1259-9	I SIKEE!		( )		
					EDMONTON		
	(herein called the lessor)				PROV POST CD.		
			**************************************	(herein called the lessee)			
	Lessor hereby leases to Lessee, and Lessee her "Vehicle") under the terms and conditions set for	reby leases from th including the	Lessor, the ven Additional Term	licle and equipment desc is and Conditions set fort	nded below (herein called h ON REVERSE HEREOF:		
	LESSEE IS:	Individual	X Corp				
	VEHICLE DESCRIPTION	YEAR	T. CASE TESM	<u> </u>	36 MONTHS		
		2013	LEASE TERM	J:	1097 14		
	1 1	BODY STYLE	RATE	\$	54 36 per monur		
	FORD F150 CREW 4X4 COLOUR VEHICLE IDENTIFICATION	NI NII IMPED	GST #R101 3	57 861 \$_	M / A		
			PST	\$	N/A per month		
	YELLOW 1FTFW1EF80KF99940 E UIPMENT XXPOWER WINDOW		OTHER	\$_	- per monur		
	E UIPMENT XX POWER WINDOW  XX \frac{\sqrt{\sq}}}}}}}}}}} \signtarigntarignt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}} \end{\sqrt{\sq}}}}}}}}} \sqrt{\sqrt{\sqrt{\sinq}}}}}}}}}}}} \sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\		TOTALPAYM	ENT \$_	1141.50 per month		
	XX TOTAL TRANSMISSION XX RADIO	JOIEN	F	PAYMENTS DUE AT ST	ART OF LEASE		
	XX POWER STEERING XXAIR CONDITIONIN	IG.	SECURITY DEPOSIT (GST Exempt) \$ N/A				
	XXPOWER BRAKES XXCRUISE & TILT	. —	DOWN PAYME	, , , , , , , , , , , , , , , , , , , ,	N/A		
	Lease Type	y) eeparemaa oo oo dhaayeelaa aa	FIRST PAYMENT JANUARY 2014 \$ N/A				
	Closed End -V ehicle to be returned to Lessor at end	of lease term.	1	FEES & TIRÉ TAX ' \$_	456,25 22,81		
gy.	Annual Mileage Allowance Excess Mileage Charge	km Gents/km	GST #R101 357 PST	7 861 \$	22.81 N/A		
	Vy Open End		REBATES	\$	N/A		
	^^ Residual Value of \$ 1 00 Guarantee Based on a 2000 km/ye	ar allowance	OTHER	\$_	N/A		
	Based on a 2000 km/ye Residual Value subject to Sales taxes if pur		TOTAL	\$	479.06		
	NOTE: This Agreement places the resp payments and related taxes: delinquency of	ionsibility of the	LESSEE TO PA	<ul> <li>in additional to monthly all expenses of lessor in co.</li> </ul>	tlease $x BP$		
	payments in default, excess mileage charge	s. all Repairs and h	Vaintenance Cos	ts not covered by the Manufi	acturer,		
	all insurance Costs and all taxes, governments fees for inspections required by any govern	iment authority.			X Wall ga		
	I have read and I understand the Terms and	d Conditions on the					
	LESSOR HEREBY ACCEPTS THIS LEASE:	And the second second		y leases from lessor and Lease Agreement	agrees to all Terms and		
		ALLAN STATEMENT	LESSEE SIGN	1.48 1	us Pyark		
	LESSOR SIGNATURE AUTO STATE	· ·	JOINT CO-LE	SSEE X			
	TITLE	MANAGER ,	For Corporate	Lessee print name and as signed above	title of authorized signing		
	company to the second s	·	Officer who ha	NAME:	TITLE:		
	"I hereby give Derrick Dodge (1980) Ltd. authorization to acq	ulre motor vehicle		terre de la companya de de la companya de la compa			
	registration information on me and the attached vehicles		DELIVERY AC	CKNOWLEDGEMENT			
	vehicle ownership, registration expiry date) for the purp verification for the full term of this lease agreement."	1088 Of Collaterar		ture x Blain P			
				147	· ·		
			Delivery Date NOVEMBER 26th 2013				
			Mileage at tim	ne of delivery	22		
<u>,</u>			Lessee hereby	declares that there are no or	omises about this vehicle or this		
je Ž	LESSEE'S Afflin Pres A		lease that are n	ot written on this lease agree	ement.		
Pri (Prefetterbei	SIGNATURE X WALL TYPE	······································		declares that there are no otliss Lease Agreement.			
-	DATE NAV 26th 2013		LESSEE SIGN	.00.	is Percel		
	UNI G	**************************************	JOINT CO-LE		00		
1			CONTRACTOR COLLEGE				

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## **Personal Property Registry Verification Statement**

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#### 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

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

#### Secured Party / Parties

**Block** 

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

1

1FTFW1EF8DKF99946

2013 FORD F150 CREW 4X4

MV - Motor Vehicle

	DATE	ID NO.	I FASE AC	GREEMENT	STOCK NO.	•	LEASE NO.		
-1800	OCTOBER 7th, 201	3 13398		ا ۸ دساا ۱۸ دساسا ۱٫۱۲	1443	700	186866		
			LESSEE NAME	(S)			HOME #		
	LESSOR'S NAME AND A	DDRESS	EDMONTO	N HEAVY EQ	UIPMENT RE	NTALS LT	BUSINESS #		
	DEBBICK DOD						( ) (780)960-2619		
	6211 - 104 STREET	PGE (1980) LTD.	201-1259-91 STREET				( )		
	EDMONTON, ALBER		501-1502-	13-31 21KEE1			FAX # ( )		
		A					CITY		
		(herein called the lessor)				_	EDMONTON POST CO.		
	l canar hamble langua	A-I was and I asses he		4 16	(herein called		AB T6X 1E9		
	"Vehicle") under the te	to Lessee, and Lessee ne erms and conditions set fo	orth including the	by leases from Lessor, the vehicle and equipment described below (here including the Additional Terms and Conditions set forth ON REVERSE					
		LESSEE IS:	Individual	χ Согра		Other			
	VEHICLE DESCRIPTION		YEAR	LEASE TERM			ac MONTHS		
		-	2014		1:	*************	36 MONTHS 1401,57 per month		
	MAKE	MODEL	BODY STYLE	RATE		\$	70.00		
	FORD	F250 CRFW 4X4 VEHICLE IDENTIFICATION	N NI IMBER	GST #R101 3	57 861	\$	At / A		
				PSI		\$	N/A per month		
	YELLOW E UIPMENT	L 1FT7W2863FFA237 XROWER WINDOW		OTHER		\$	N/A per month		
	XX VE ENGINE	XILECTRIC DEFRI		TOTALPAYM	ENT	\$	1471,65 per month		
	XX Auto TRANSMISSIO			PAYMENTS DUE AT START OF LEASE					
	XROWER STEERING	XAIR CONDITIONIN	NG.	SECURITY DEF	POSIT (GST Exer	mpt) \$			
	XROWER BRAKES	XXRUISE & TILT	,	DOWN PAYMENT \$ N/A					
*		Lease Type	·	FIRST PAYMENT NOV 1, 2013 \$ N/A					
V		be returned to Lessor at end	of lease term.	REGISTRATION GST #R101 357	V FEES & TIRE TA 7 861		456,25 22,81		
	Excess Mileage Charge	CO	Cents/km	PST	001				
	Open End X Residual Value of \$	1_nGuarante	ed by Lessee	REBATES		\$			
	Based on a	1.00 Guarante 20000 km/ye ibject to Sales texes if pur	ar allowance	OTHER \$ N/A					
	MOTE: This	Agreement places the resp	Chaseo	<u> </u>	In additional	*	479.06		
	payments and	d related taxes: delinquency o	charges on overdue.	lease payments,	all expenses of	lessor in collec	ating x BP		
	all insurance C	lefault, excess mileage charge Costs and all taxes, government	ental assessments I						
	fees for inspec	ctions required by any govern nd I understand the Terms and	ponent authority.	• • •			X		
			7	·		essor and ag	rees to all Terms and		
	LESSOR HEREBY ACCEP	TS THIS LEASE:		Conditions of Lease Agreement					
	LESSON SIGNATURE	Milled Son		TESSEE SIGNATURE X Blun Dynyh					
	LESSOR SIGNATURE		MANAGER	JOINT CO-LESSEE X					
	7 1 5 100 100	1977			officer who has signed above				
	ļ	"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address,			NAME	 	TITLE:		
	vehicle ownership, registration		To make 1	•0		•			
	Vermoation for the full term of the	verification for the full term of this lease agreement."		Lessee Signat	ture X <u>BU</u>	in Pyr	Out		
	l			Delivery Date <u>0CT0BFR 7th 2013</u>					
-		Market Links	•			# <del>3</del>			
			**************************************	Mileage at time	e of delivery_				
	receip Al · A			Lessee hereby declares that there are no promises about this vehicle or this					
	LESSEE'S SIGNATURE X	ESSEE'S HAVY TYNYE			lease that are not written on this lease agreement.  Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.				
	$\rho$ .								
	DATE <u>CCI + //3</u>			LESSEE SIGNATURE X Blan 1969					
			JOINT CO-LESSEE X						

### **Personal Property Registry Verification Statement**

Page	2	Ωf	っ
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#### **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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model Category

1FT7W2B63EEA23700

2014 FORD F250 CREW 4X4 MV - Motor Vehicle

	DATE	1,500		STOCK NO.		LEASE NO.			
	00TOBER 7th, 201	13398	LEASE A	GREEMENT	14437	>1	186866	:	
			LESSÉE NAME	(S)			HOME #		
	LESSOR'S NAME AND A	DDRESS	EDMONT	ON HEAVY EC	UIPMENT RENTA	ALS LT	BUSINESS # (780)9	60-2619	
	DERRICK DOD	GE (1980) LTD.					CELL #		
	6211 - 104 STREET		201-1259	201-1259-91 STREET			FAX #		
	EDMONTON, ALBEI	RTA T6H 2K8					( )		
		(herein cailed the leasor)					EDMONTON		
	- Proposition		,		(herein called the I	essee)	PROV AB	POST CD. T6X 1E9	
	Lessor hereby leases "Vehicle") under the te	to Lessee, and Lessee hearms and conditions set fo	reby leases from	Lessor, the veh	icle and equipmen	t describ	ed below (herein	called REOF:	
		LESSEE IS:	Individual	X Corpo		Other			
	VEHICLE DESCRIPTION		YEAR	LEASE TERM	•		36 M	ONTHS	
	MAKE	MODEL	2014 BODY STYLE	RATE		\$	1401.57 pe	er month	
	FORD	F250 CREW 4X4	500101722	GST #R101 3	57 861	\$	70.08	er month	
	COLOUR	VEHICLE IDENTIFICATION	N NUMBER	PST		\$		er month	
	YELLOW	1FT7W2B65EEA237		OTHER	\$	11 / A	er month		
	E UIPMENT	XXOWER WINDOW		TOTALPAYM	ENT	\$	1471 CE	er month	
	XX V ENGINE	XELECTRIC DEFRO	DSTER		AYMENTS DUE	AT OTAF			
	XXA0140 TRANSMISSIO XXOWER STEERING	MADIO XXIR CONDITIONII	10			AI SIAP			
	XXOWER BRAKES	XXX CONDITION I	NG	SECURITY DEF	POSIT (GST Exempt)		<u> </u>	······································	
				FIRST PAYMEN	Nov 1, 2013	\$ • \$	N/A	<del></del>	
)	Closed End -Vehicle to	Lease Type be returned to Lessor at end	of lease term.		FEES & TIRE TAX	\$	456.25		
All I	Annual Mileage Allowan	ice	km	GST #R101 357	861	\$	22.81		
	YMneo End			PST REBATES		\$	N/A N/A		
	Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance			OTHER		\$	N/A		
	Residual Value subject to Sales taxes if purchased			TOTAL		\$	479.06		
	payments and payments in d all insurance ( fees for inspe-	Agreement places the rest d related taxes: delinquency of lefault, excess mileage charge Costs and all taxes, government ctions required by any govern d i understand the Termy and	charges on overdui ss, all Repairs and ental assessments iment authority.	e lease payments, Maintenance Cost licenses, parking o	all expenses of lesso s not covered by the and other violation co	r in collect Manufactu	ting x Br		
	LESSOR HEREBY ACCEP	TS THIS TRASE!	7		leases from lesso	r and agr	rees to all Terms a	ınd	
		TIV		1	Lease Agreement	Al mi	a But h		
- Inches	LESSOR SIGNATURE	Wan Jan		JOINT CO-LES		Excus	1 July 2		
المساسا	TITLE		MANAGER	For Corporate	Lessee print name s signed above	and title	of authorized sig	ning	
	Hi hambar ahan Pandala Pandala - /a	DOM Lad an about the A	uda make i 11.2		NAME:		TITLE:		
	"I hereby give Derrick Dodge (1 registration information on me	e and the attached vehicles	(name, address,	DELIVERY AC	KNOWLEDGEMEN	IT			
ŀ	vehicle ownership, registration verification for the full term of the		oose of collateral	and the second	20	je)	- /s		
1				Lessee Signat	ure X Kay		ye		
			Delivery Date_	OCTOBER 71	h. 20				
				Mileage at tim	e of delivery		<u> </u>		
	LESSEE'S SIGNATURE X Blain		lease that are no Lessee further d	eclares that there are it written on this lease eclares that there are i Lease Agreement.	agreeme	int.	le or this		
	DATE	7/13		LESSEE SIGN	ATURE X	an 1	ydyll	***************************************	
-		*	JOINT CO-LES	SSEE X		/			

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# **Personal Property Registry Verification Statement**

Page 2 of 2

**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

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

## Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

# Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model

Category

1

1FT7W2B65EEA23701

2014 FORD F250 CREW 4X4

MV - Motor Vehicle

	DATE	LEASE AGREEMENT STOCK NO.			LEASE NO.						
	OCTORER 715 201	3 13398	LEASE	SUPERAID A I	1 1443	102	1868	55			
			LESSÉE NAME								
	LESSOR'S NAME AND A	DDRESS	EDMONT(	EDMONTON HEAVY EQUIPMENT RENTALS LT ( ) 780)960							
	DERRICK DOD	GE (1980) LTD.		CEL#							
	6211 - 104 STREET	()	201-1259	-91 STREET			FAX #				
	EDMONTON, ALBEF	RTA T6H 2K8	Despite the second seco				( )	,			
		(herein called the lessor)					EDMONTON	POST CO.			
					(herein called the l	essee)	AB	T6X 1E9			
	Lessor hereby leases t	to Lessee, and Lessee he	reby leases from	Lessor, the veh	icle and equipmen	t describ	ed below (here	in called			
	"Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF:										
		LESSEE IS:	Individual	χ Corpo	oration (	Other					
	VEHICLE DESCRIPTION		YEAR	LEASE TERM		36	_ RHTMOM _				
	MAKE	MODEL	BODY STYLE	RATE		\$	1401.57	per month			
	FORD	F250 CREW 4X4	<u>l</u>	GST #R101 3	57 861	\$	70.08	ner month			
	COLOUR	VEHICLE IDENTIFICATION	N NUMBER	PST	•• ••			per month			
	YELLOW	1FT7W2R67FFA23	700			Ψ	N/A	-,			
	E UIPMENT	XBOMES MINDON		OTHER		<b>3</b>		per month			
	XX V8 ENGINE	XXLECTRIC DEFR		TOTALPAYM	ENT	\$	1471_65	per month			
	XX AUTOTRANSMISSIO	N XFXADIO		F	AYMENTS DUE	AT STAF	RT OF LEASE				
	XXOWER STEERING	XAIR CONDITIONII	NG	SECURITY DES	POSIT (GST Exempt)	•	N/A				
	XXOWER BRAKES	XXRUISE & TILT	•	DOWN PAYME	NT	\$	N/A				
		****		FIRST PAYMEN	NT NOU /, 20/	'3s	N/A				
	Closed End -V ehicle to I	Lease Type be returned to Lessor at end	of lease term.	REGISTRATION	FEES & TIRE TAX	\$	456.25				
	Annual Mileage Allowan	Ce	km	GO1 #H101 391	7 861	\$					
- 1	y⊗pen End			PST		\$	N/A N/A	A.,			
1	Residual Value of S	1.00 Guarante	ed by Lessee	REBATES OTHER		¥	N/A				
	Based on a <u>20000</u> km/year allowance Residual Value subject to Sales taxes if purchased			TOTAL		\$	479.06				
į	NOTE: This	Agreement places the res	LESSEE TO PAY	. In additional to r	nonthly k	3886	0				
	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of leaser in collecting X										
ŀ	all insurance Costs and all taxes, covernmental assessments (conses, parking and other violation costs as well as										
	feas for Inspec	ctions required by any gover id I understand the Terms an	nment authority. Id Conditions on th	e reverse of this A	areement.		×				
ŀ				<u> </u>	y leases from lesso	or and ad	rees to all Tern	ns and			
	LESSOR HEREBY ACCEP	TS THIS LEASE:			Lease Agreement	10.	<i>A</i> -	2			
I		X Smilla		LESSEE SIGN	IATURE X _	our	1 Pysy	4			
	LESSOR SIGNATURE	May So		JOINT CO-LE	SSEE X_						
	TITLE		MANAGER		Lessee print names signed above	e and titi	e or authorized	i signing			
			,		NAME:		TITLE:				
	"I hereby give Derrick Dodge (1 registration information on me	and the attached vehicles	s (name, address,		KNOWLEDGEME	VT.					
	vehicle ownership, registration verification for the full term of t		pose of collateral		al.	D.					
				Lessee Signal	ture X <u>BUUN</u>	19	<del>yr</del>				
				Delivery Date	OCTOBER 7	th, 20	13				
l				Mileage at tim	ne of delivery		5				
b I	ž.			Lessee hereby	declares that there ar	e no prom	nises about this v	rehicle or this			
	ESSEE'S	Died to		lease that are no	ot written on this less	e agreem	ent.				
/	BIGNATURE X BALLY	The state of the s			declares that there and s Lease Agreement.	BHIJO OH B	williage agreeme	n 163 a*			
1.	DATE OUT	7 2013		LESSEE SIGN	-4	zlw 1	Poch				
	· · · · · · · · · · · · · · · · · · ·	***************************************	arteeringassina assam virinassad alge direktiving dada virintikande	JOINT CO-LE			0 0				
1				L							

## **Personal Property Registry Verification Statement**

Page 2 of 2

## **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

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

Block

Serial Number

Year Make and Model

2014

Category

1FT7W2B67EEA23702

FORD F250 CREW 4X4

MV - Motor Vehicle

	TO NO		After the source blanks the beautiful to be the second of	STOCK NO		LEASE NO.			
	DATE ID NO.  0CTORER 7th, 2013 13398	LEASE AG	REEMENT	1443					
	OCTOBER 7th, 2013 13018	LESSÉE NAME (							
	LESSOR'S NAME AND ADDRESS	EDPIONIO	( ) (7007300						
	DERRICK DODGE (1980) LTD.					CELL #			
	6211 - 104 STREET	201-1259-	91 STREET			FAX #			
	EDMONTON, ALBERTA T6H 2K8					CEDMONTON			
	(herein called the lessor)					EUMONION	BOST CO		
				(herein called		PROV AB	POST CO. TEX LES		
	Lassor hereby leases to Lessee, and Lessee h	ereby leases from	om Lessor, the vehicle and equipment described below (herein called the Additional Terms and Conditions set forth ON REVERSE HEREOF:						
į	LESSEE IS:	individual	X Corp		Other	OIA LICATION LE	., ICO1 .		
	VEHICLE DESCRIPTION	IYEAR	·			26	ACNTHO.		
	VERTICAL SECONDITION	2014	LEASE TERM	K:		1401 67	MONTHS		
	MAKE MODEL	BODY STYLE	RATE		\$	70 00	per month		
	FORD F250 CREW 4X4 COLOUR VEHICLE IDENTIFICATI	ON MIMPER	GST #R101 3	157 861	\$		per month		
			PST		\$	ki / A	per month		
	YELLOW 1FT7W2B69EEA23 E UIPMENT XKOWER WINDO		OTHER		\$		per month		
	XX V8 ENGINE XRLECTRIC DEF		TOTALPAYM	ENT	\$	1471.65	per month		
	XX ALLO TRANSMISSION X ADIO	1007211	PAYMENTS DUE AT START OF LEASE						
	XNOWER STEERING XXIR CONDITION	ING	SECURITY DE	POSIT (GST Exe	emot) \$	N/A			
	XNOWER BRAKES XXRUISE & TILT		DOWN PAYME	NT ,	\$	N/A			
	Lease Type			ITNOV 141	20126	N/A 456.25			
	Closed End -V ehicle to be returned to Lessor at er	nd of lease term.	REGISTRATION GST #R101 35	N FEES & TIRE	TAX \$	436.23 22.81	***************************************		
	Annual Mileage Allowance Excess Mileage Charge	km / Cents/km	PST	1 001		N/A	***************************************		
	Yinen End		REBATES			N/A			
	Residual Value of \$ 1,00 Guarant Based on a 20000 km/	year allowance	OTHER		\$	N/A 479.06			
	Residual Value subject to Sales taxes if p		TOTAL	V in additions	te monthly		#==		
	NOTE: This Agreement places the re payments and related taxes: delinquency	z charges on overdue	: lease payments	, all expenses o	r lessor in colle	ecting <b>X</b> A 527	<u> </u>		
l	payments in default, excess mileage cha- all insurance Costs and all taxes, govern	roes, all Repairs and I	Maintenance Cos	its not covered t	by the Manufac	nurer, 🛂 🖊			
	fees for inspections required by any gow I have read and I understand the Terms I	promount authority				×			
ł					lessor and a	grees to all Terms	and		
	LESSOR HEREBY ACCEPTS THIS LEASE:		Conditions of	Lease Agree	ment 2	le le constitución de la constit			
ļ	L. Vacett	7	LESSEE SIGN		9	Julio Co			
	LESSOR SIGNATURE TITLE	MANAGER	JOINT CO-LE		James and All	lle of authorized	sianina		
ŀ				as signed abo			-		
-				NAM	E:	TIVE:			
	"I hereby give Derick Dodge (1980) Ltd. authorization to a registration information on me and the attached vehicle	cquire motor vehicle les iname, address,	DELIVERY A	CKNOWLEDG	EMENT.				
	vehicle ownership, registration expiry date) for the pi	urpose of collateral							
(Jeanstean)	verification for the full term of this lease agreement.*		Lessee Signa	iture(X)	Buch	LET_	<del></del>		
ŀ			Delivery Date	W.	/1th 20	013			
***************************************		,		77	7	5	7		
	1/		Mileage at tir			<del>-///</del>			
	WI STO	_	Lessee hereby	declares that th	ere are no pro	mises about this ve	hicle or this		
	LESSEE'S SIGNATURE X		Lessee further	not written on th declares that th	ere are 🗩	n Man agraemen	<u> </u>		
	7/1/0 1 - +H. 1.			is Lease Agree		11261			
	DATE KIT +	5	LESSEE SIGI	NATURE 🕻	4 11	~~~	<del></del>		
	/-	··· <del></del>	JOINT CO-LE	SSEE 🤻					



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# **Personal Property Registry Verification Statement**

Page 2 of 2

## 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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

# Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

1FT7W2B69EEA23703

2014

FORD F250 CREW 4X4

MV - Motor Vehicle



	DATE	ID NO.		I FASE AC	REEMENT	STOCK NO.	-y 1	LEASE NO.	
	OCTOBER 7th, 2013	3	13398	STANCE AND	41 th.L	1443	104	18669	q
				LESSÉE NAME	(S)			HOME #	
	LESSOR'S NAME AND A	DDRESS		EDMONTO	N HEAVY EO	UIPMENT REN	ITALS LT	BUSINESS #	0.00 0 ===
	DEDDICK DOD	CE (400	OVITO		•			CELL # (780)	960-2619
	DERRICK DOD	3⊏ (190	10) LID.	201-1259-	01 CTDEET			( ) FAX #	
	EDMONTON, ALBER	TA T6H 2	K8	201-1233-	or Sikeei			( )	
		(hamin ani	led the lessor)					EDMONTON	
		(nereni ça	led (ne lessor)	**************************************		(herein called to	he lessee)	PROV AB	POST CD. T6X 1E9
	Lessor hereby leases to "Vehicle") under the te	o Lessee,	and Lessee he	reby leases from	Lessor, the veh	icle and equipn	nent describ	ON DEVENSE P	in called
	venice j under the te	LESSE		Individual	X Corpo		Other	ON NEVENSE P	ieneur.
	VEHICLE DESCRIPTION			YEAR	·			') <i>C</i>	MONTHIC
				2014	LEASE TERM	:		36 1401.57	MONTHS
	MAKE FORD	MODEL	CDELL AVA	BODY STYLE	RATE		\$	70.08	per month
	COLOUR		CREW 4X4	N NUMBER	GST #R101 3	57 861	\$		per month
	YELLOW				PST		\$	N/A N/A	per month
	E UIPMENT		V2B60EEA237		OTHER		\$		per month
	XX ENGINE XELECTRIC DEFR				TOTALPAYM	ENT	\$	1471.65	per month
	XX AUTO TRANSMISSION XXADIO			001211	P	AYMENTS DU	JE AT STAI	RT OF LEASE	
[	X POWER STEERING	XXII	R CONDITIONII	NG	SECURITY DEF	OSIT (GST Exem	pt) \$	N/A	
1	X NOWER BRAKES	ХĶг	RUISE & TILT		DOWN PAYME	WT.	\$	N/A	
<b>)</b>		_ease T	vpe			TNOV IST	<i>201</i> 2 \$	N/A	
	Closed End -V shicle to I	e returned	to Lessor at end	of lease term.	REGISTRATION GST #R101 357	I FEES & TIRE TA	× \$	456,25 22,81	
1	Annual Mileage Allowan Excess Mileage Charge			km Cents/km	PST	601	\$ \$	N/A	
	Residual Válue of \$ 1.00 Guarantee Based on a 20000 km/ye				REBATES		\$	N/A	
1				ear allowance	OTHER		\$	N/A_	-//
-	Residual Value subject to Sales taxes if pur				TOTAL	e 1	¥	479.06	
1	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease payments and related taxes; delinquency charges on overdue lease payments, all expenses of lessor in collecting								
The second second	payments in d	afault. exce	isa mileada chard	es, all Repairs and I untel essessments l	<i>I</i> taintenznea Cost	is not covered by	the Manufact	turer	
	fees for inspec	tions regul	red by any dover	nment authority.				W.	<b>y</b>
ŀ		······································		On the		/ leases from le	ssor and ac	resident Term	s and
	LESSOR HEREBY ACCEP	rs mus u	EASE:			Lease Agreeme		(C-75	
l	/	1 , 4	le X m		LESSEE SIGN	IATURE			<b>)</b>
	LESSOR SIGNATURE L	all		MANAGER	JOINT CO-LE	SSEE	1	le of authorized	clanina
F	† 1 1 km/s.			MANAGEN		s signati above		ie or admonzed	aigini ig
						VANCE		TIME	
	'I hereby give Derrick Dodge (1 registration in me				DELIVERY AC	KNOWLEDGE	MENTE	4	
١.	vehicle ownership, registration	expiry d	ate) for the pur						
1	verification for the full term of t	nis lease aç	greement."		Lessee Signal	named and		401	
						BC LOBER	7th 20	13	
			•		/ /			<u> </u>	
	/	1/2		***	Mileage at tim	is or delivery			<del></del>
91.	rooms AIA	(IST)	77		Lessee heroty o	feciares that there	в аге по риоп	ntours about this vi	hicle or this
	ESSEE'S SIGNATURE	100			Lessee further of	ot written on this leclares that there	HARRING AND	cont.	16
		~ /	and -	7		s Lease Agreem			
(	DATE!	41	F 20	71.3	LESSEE SIGN	ATURE X	1_		·····
				in the same of the	JOINT CO-LE	SSEE/ /			



## **Personal Property Registry Verification Statement**

Page	2	αf	2
1 946	~	w	4

### **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**

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

Block

Serial Number

Year

Make and Model

Category

1FT7W2B60EEA23704

2014

FORD F250 CREW 4X4

MV - Motor Vehicle

			Windelmort (Strict or go apagoolderer Erkelfellero I rellinktiv supplicagiona			and the state of t			
	DATE	ID NO.	I FASE AC	GREEMENT	STOCK NO.	2 0	LEASE NO		
	OCTOBER 7th,201	3 13398	LEAULA	SUCTIVICIA!	1443	705	1868	66	
			LESSEE NAME	(S)			HOME #		
- Messee	LESSOR'S NAME AND A	DDRESS	EDMONTO	N HEAVY EQU	UIPMENT RE	NTALS LT	BUSINESS / 80	1000 0010	
			and the second	( ) (/8U):					
	DERRICK DOD		201_1250_	201 1250 01 CIPTET					
	EDMONTON, ALBER		201-1203	31 SINCE			FAX #		
	NAME OF THE PROPERTY OF THE PR						EDHONTON		
	- Additional contraction of the	(herein called the lessor)	intricentation in the contract of the contract				PAOV	POST CO.	
		_			(herein called		AB	T6X 1E9	
	"Vehicle") under the te	to Lessee, and Lessee he orms and conditions set fo	reby leases from orth including the	Lessor, the veni Additional Term	icle and equipo a and Conditic	ment describ	Ded below (here ON REVERSE	ein <b>called</b> HEREOF:	
		LESSEE IS:	Individual	X Corpo		Other			
	VEHICLE DESCRIPTION		YEAR	LEASE TERM:			26	MONITUR	
			2014	1	:		36 1401.57	_ MONTHS	
	1		BODY STYLE	RATE	^^4	<b></b>	70.08	_ per month	
	FORD COLOUR	F250 CREW 4X4 VEHICLE IDENTIFICATION	N NUMBER '	GST #R101 38	57 861	<b>3</b>		_ per month	
	YELLOW	1FT7W2B62EFA237		PST		2	N/A N/A	_ per month	
	E UIPMENT	VS & LOCKS	OTHER		\$		_ per month		
	XX U8 ENGINE	XXLECTRIC DEFRO		TOTALPAYME	ENT	\$	1471.65	_ per month	
	XX Anto TRANSMISSIO			PAYMENTS DUE AT START OF LEASE					
	XNOWER STEERING	XXIR CONDITIONIN	1G	SECURITY DEP	OSIT (GST Exer	npt) \$	N/A		
	XROWER BRAKES	XXRUISE & TILT		DOWN PAYMEN	VT . / . / a	\$	N/A		
		Lease Type		SECURITY DEPO DOWN PAYMEN FIRST PAYMENT REGISTRATION	TNOV 1, 4	.0/3 \$	N/A 456 25		
W	Closed End -V shicle to t Annual Mileage Allowen	be returned to Lessor at end	of lease term.	GST #R101 357	itees a ime in 1881	Х » \$	22.81		
	Excess Mileage Charge x Open End	08	Cents/km	PST	001	\$	N/A		
	Residual Value of \$	1.00 Guarantee 2000 km/ye	ed by Lessee	REBATES		\$	N/A N/A		
	Based on a	ar allowance	TOTAL		\$	N/A 479.06			
		consibility of the I		in additional	to monthly is		` _/		
	payments and	f related taxes: delinquency of	charges on overdue	lease payments,	all expenses of I	lessor in collec	cting x	<u> </u>	
	all Insurance C	efault, excess mileage charge Costs and all taxes, governme	ental assessments l	viaintenante cost licenses, parking a	and other violatic	on costs as we	eli as		
	l have read an	fees for inspections required by any govern I have read and I understand the Terms and			e of this Agreement.				
	LESSOR HEREBY ACCEPT	TS THIS LEASE					rees to all Tern	ns and	
		17.11		Conditions of L	•	ent Mu	in Pin	c.A	
	LESSOR SIGNATURE	Lelle X		LESSEE SIGNA		X	W. 1977	<del></del>	
	TITLE /		MANAGER	For Curporate	Lessee print n	eme and title	e of authorized	i signing	
				officer who has	•		manyadan basa		
	"I hereby give Derrick Dodge (19	nos of nolfechodfile. ht 1/080	udes motor vehicle		NAME	•	TITLE:		
	registration information on me	and the attached vehicles	(name, address,	DELIVERY ACI	KNOWLEDGE	MENT			
	vehicle ownership, registration verification for the full term of the		ose of collaters		MV	Paris de	1 A fe		
		•	T	Lessee Signatu	ure X	my y	Ky		
			A CONTRACTOR OF THE CONTRACTOR	Delivery Date_	OCTOBER	L 7th, 20	13		
				Mileage at time	e of delivery_		5		
		r _		Lagona herahwid	ecianes that ther	ne ame no orom	nises about this vi	ehicle or this	
	LESSEE'S	Madelle		lease that are no	t written on this	lease agreeme	ent.		
4	SIGNATURE X TOUR		<u></u>	Lessee further de pertaining to this			written agreeme	nts .	
	DATE /	7 2013		LESSEE SIGNA	ATURE X	Blave	1 flety	No female	
		The second secon		JOINT CO-LES	· · · ·				

## **Personal Property Registry Verification Statement**

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**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

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

Block

Serial Number

<u>Year</u> Make and Model

Category

1FT7W2B62EEA23705

2014

FORD F250 CREW 4X4

MV - Motor Vehicle

	DATE	ID NO.	I EASE AC	REEMENT	STOCK NO.		LEASE NO		
}	OCTOBER 7th 2013	13398	LEASE AL	STEENERY	1443	3706	1868	66	
			LESSÉE NAME,	(S)			HOME #		
********	LESSOR'S NAME AND A	nneess :			UIPMENT RE	TI SINTH	BUSINESS #		
	LEGOON S NAME AND AL	JUNESS	EDUCATO	M NEAVI EU	UIFRENI KE	NIMES EI	BUSINESS # 780	)960-2619	
	DERRICK DOD	GE (1980) LTD.					CELL #		
	6211 - 104 STREET		201-1259-	201-1259-91 STREET			FAX #		
	EDMONTON, ALBER	ITA T6H 2K8					( )		
		(herein called the lessor)					EDHONTON		
		,			(herein called t	the lessee)	PROV AB	POST CD. TEX LE9	
	Lessor hereby leases t	to Lessee, and Lessee he	reby leases from	Lessor, the veh	nicle and equips	nent descrit	ped below (her	ein called	
	"Vehicle") under the te	rms and conditions set fo					ON REVERSE	HEREOF:	
		LESSEE IS:	Individual	X Corp	oration	Other			
	VEHICLE DESCRIPTION		YEAR	LEASE TERM	1:	···	36	MONTHS	
	MAKE	MODEL	2014 BODY STYLE	RATE		\$	1401.57	_ per month	
	FORD F250 CREW 4X4		00010110	GST #R101 3	157 861	\$	70.08	per month	
		VEHICLE IDENTIFICATIO	N NUMBER	PST		\$	N/A	per month	
	YELLOW	1FT7W2B64EEA237	706	OTHER		¢	N/A	per month	
	E UIPMENT	XXOWER WINDOW				Φ	1471.65	'	
	XX V ENGINE XELECTRIC DEFROSTER			TCTALPAYM	ENI	<u> </u>	11/1.00	_ per month	
	XX AXX TRANSMISSION	N XIRADIO		PAYMENTS DUE AT START OF LEASE					
	XXOWER STEERING	XXIR CONDITIONIN	NG '	SECURITY DE	POSIT (GST Exen	npt) \$	N/A		
	XXOWER BRAKES	XXRUISE & TILT		DOWN PAYME	NT /	\$	N/A		
		Lease Type	<del>7 </del>		NT MOV 1, 20		N/A		
J)	Closed End -V ehicle to be returned to Lessor at end of lease term.  Annual Mileage Allowancekm Excess Mileage ChargeCents/km			1	N FEES & TIRE TA	× \$	456.25		
	Annual Mileage Allowand Excess Mileage Charge	C0	km Cents/km	GST #R101 35	7 861	\$	22.81 N/A		
	Onen End			REBATES		\$	N/A		
	Based on a	ed by Lessee ear allowance	OTHER		\$	N/A			
	Residual Value of \$ Based on a Residual Value sul	rchased	TOTAL		\$	479.06			
	NOTE: This	Agreement places the resu	onsibility of the	LESSEE TO PA	Y, in additional	to monthly i	lease (	28	
	payments and payments in d	related taxes: delinquency of salt, excess mileage charge	charges on overdue es. all Repairs and l	i lease payments. Maintenance Cos	, all expenses of the standard covered by	essor in colle the Manufact	cting X <u>f</u> turer,	21	
	all insurance C	Costs and all taxes, governme	ental assessments	nts licenses, parking and other violation costs as well as					
	have read an	ctions required by any govern d I understand the Terms an	d Conditions on the	reverse of this A	Agreement.		~		
	LESSOR HEREBY ACCEP	TS TENS I FASE.			y leases from le		grees to all Terr	ns and	
	ELOCOTT TEST TOOLS				Lease Agreem	ent All	in De	r. A	
	LESSOR SIGNATURE	1 Marit		LESSEE SIGN		X	vi jav	7	
	TITLE		MANAGER	JOINT CO-LE For Corporate	:5555 • Lessee print r	Xand tit	le of authorized	d signing	
}		Action and the second s			as signed above			• •	
į					NAME	:	TITLE:		
	"I hereby give Derrick Dodge (1: registration information on me			DELIVERY AC	CKNOWLEDGE	MENT			
	vehicle ownership, registration	n expiry date) for the purp		OCCITOR N	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•			
	verification for the full term of the	his lease agreement."		I essae Sinna	iture X <i>BU</i>	un Max	1 At		
					7th. 20	112	<del></del>		
A STATE OF THE PARTY.				Delivery Date		<del></del>	5	agraythiques drypson-year-a-breaks diff	
				-	ne of delivery_				
	LEGGETTO MILE	A 1			declares that the			vehicle or this	
	LESSEE'S SIGNATURE X	Algert /		Lessee further	ot written on this declares that ther	e are no othe	r written agreeme	ents	
	-	10-14			is Lease Agreeme		1 1		
	DATE OCT	T //3		LESSEE SIGN	NATURE X	HAN	MARKE		
			JOINT CO-LE	SSEE X		<i>r u</i>			

# **Personal Property Registry Verification Statement**

Page 2 of 2

Security	Agreement
Jecuilly	Autement

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

Block

Serial Number

Make and Model

Category

1

1FT7W2B64EEA23706

2014 FORD F250 CREW 4X4

Year

MV - Motor Vehicle

	DATE ID NO.			LEVOE VC	AGREEMENT STOCK NO.			_	LEASE NO.			
	OCTOBER 7th, 20	13398		LEMOE AU	MEEIVIENI	11	44	370	1	186866		
	1 4	transki mengemen proporije sa mis transki metoka i sa	LES	SEE NAME (	(S)			***************************************	***************************************	HOME #	**************************************	
	LESSOR'S NAME AND A	DDRESS		EDMONT	ON HEAVY EC	QUIP	MENT	RENTAL	SLI	BUSINESS # ( 780	71000 001	
										CELL#	J)960-2619	
		GE (1980) LTD.		201-1259.	01-1259-91 STREET			1				
	6211 - 104 STREET EDMONTON, ALBER			201 1233	or sincei					FAX #	<del>77/107/1001/11/4/11/1001/11/11/11/1</del> 7/5/5/1	
	EDIVIOITION, ALBEI	TIA TOTI ZILO		,					CIEDMONTON			
	control programme and the control programme	(herein called the lessor)								i		
	7							d the les		PROV AB	POST CD. T6X 1ES	
	Lessor hereby leases "Vehicle") under the te	to Lessee, and Lessee he erms and conditions set fo	ereby orth in	leases from cluding the	Lessor, the veh Additional Term	nicle a ns anc	ind equi	ipment c	lescrit forth	oed below (her ON REVERSE	ein called HEREOF:	
	Contraction of the Contraction o	LESSEE IS:	errjah-retti, spepes pa	Individual	XCorpc	-		Oth		OTHER DESIGNATION OF THE PROPERTY.	***************************************	
	VEHICLE DESCRIPTION	YEAR	LEASE TERM	  -	***************************************	<del></del>		36	_ MONTHS			
		p <sup>tor</sup> of the 1988 the section of the territories to the contest the contest to t	-,	2014	RATE	١.			<b></b>	1401.57	_ NOTE TO	
	MAKE FORD	MODEL F250 CREW 4X4	BOD	Y STYLE		F7 00			<b>4</b>	1401.57 per month 70.08 per month		
	COLOUR	VEHICLE IDENTIFICATION		IMBER	GST #R101 3	5/80	) [					
	YELLOW	1FT7W2B66EEA23		SIGNOCIT	PST						_ per month	
	E UIPMENT	POWER WINDOW		I OCKS	OTHER					N/A	per month	
	XX // ENGINE	ÆLECTRIC DEFR			TOTALPAYME	ENT			\$	1471.65	_per month	
	XX ALITOTRANSMISSIO		001		P	PAYM	ENTS	DUE AT	STAI	RT OF LEASE	**************************************	
	POWER STEERING	XXR CONDITIONI	NG		SECURITY DEP	OSIT	(GST Fx	emot)	s.	N/A		
	POWER BRAKES	XXRUISE & TILT			DOWN PAYMEN	NT	,		\$	N/A	***************************************	
*****	20-14-1-14-14-14-14-14-14-14-14-14-14-14-1	Lease Type	************		FIRST PAYMEN	IT NE	$v'$ , $\epsilon$	2013	\$	N/A N/A N/A 456.25 22.81		
2	Closed End -V ehicle to	be returned to Lessor at end	d of lea	ase term.	REGISTRATION	I FEES	& TIRE	TAX	\$	456.25	***************************************	
3.0	Excess Mileage Charge	Ce more minimum management manage		ents/km /	PST	106				N/A		
	Month of the second sec				REBATES				\$	N/A		
				OTHER				\$	N/A			
	Residual Value subject to Sales taxes if purchased				TOTAL	·····		***************************************	\$	479,06	**************************************	
	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional 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							<del>\$************************************</del>				
***************************************	fees for inspe	authority.						Х				
1	I USA LASO SI	id I understand the Terms ar	ia coi	olubia ou me	430144411111 WANTED TO THE PROPERTY AND THE PARTY AND THE	***************************************	***************************************	looper	nd ac	rees to all Tern		
1984	LESSOR HEREBY ACCEP	TS THIS CEASE!			Conditions of				inu ay	rees to all term	D alla	
		VIA VI	Server Care		-LESSEE SIGN	IATUF	RE	x 2	zew	y HA	12	
- The state of the	LESSOR SIGNATURE				JOINT CO-LES			Χ		, ,,		
	TITLE //	The state of the s	M	ANAGER	For Corporate officer who has				ind titi	e of authorized	. signing	
				as or dispassacion			NAM			TITLE:	111111111111111111111111111111111111111	
tion to the same t	"I hereby give Derrick Dodge (1 registration information on me				DELIVERY AC	KNO	WI EDG	EMENIT	- <del>//////-/-/-/-/-/-/-/-/-/</del>			
	vehicle ownership, registration	n explry date) for the pur			DELENCIN AC	,,,,,	******	A )		,	1	
	verification for the full term of t	his lease agreement."			Lessee Signat	hura X	BE	an.	Du	Market Services	111	
					Delivery Date_	_		R 7th	20	1.3		
				,	Mileage at time		***************************************		of an early of the live	5		
. l				steadfactor >	-				A 855	long phase this	abiala ar this	
	LESSEE'S	Dist L		· v <sup>a</sup> ) degregates (six	lesse that are no	ot writi	ten on th	is lease a	ıgr <del>oe</del> m			
/ [:	SIGNATURE X YOUN	1/1/2/	E(NIF-1111-1111-1111-1111-111-111-111-111-1	***************************************	Lessee further dipertaining to this				o other	written agreeme	nts	
	A	77 TA 2	リノウ	i.			-	, All	7 .	Pier. A	-	
	DATE		11 6		LESSEE SIGN			\_ <u></u>	1VVZ	1 Jay		
Į					JCINT CO-LESSEE X							

# **Personal Property Registry Verification Statement**

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### **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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

### Collateral: Serial Number Goods

Block

Serial Number

<u>Year</u> Make and Model Category

1

1FT7W2B66EEA23707

2014

FORD F250 CREW 4X4

MV - Motor Vehicle

	DATE	IID NO.		LEASE NO.						
		12298	LEASE AG	REEMENT	STOCK	3708	186866			
	OCTOBER 7th 2013			~1			HOME #			
	A PART OF THE PART	Ì	LESSEE NAME (							
	LESSOR'S NAME AND AC	DORESS	EDMONTO	HEAVY EQ	UIPMENT	RENTALS LT	BUSINESS # ( ) ( 780 ) 960 - 2619			
							CELL #			
	DERRICK DODG	GE (1980) LID.	201-1259-9	OI STREET			FAX #			
	6211 - 104 STREET EDMONTON, ALBER	TA TRU OKR	201-1203-3	of Sincer			( )			
	EDMONTON, ALBER	IM ION ZNO					CITY EDMONTON			
		(herein called the lessor)					PROV POST CO.			
			-		(herein ca	lled the lessee)	AB T6X 1E9			
	Lessor hereby leases t	o Lessee, and Lessee her	eby leases from	Lessor, the vel	nicie and e	quipment descri	bed below (herein called ON REVERSE HEREOF:			
	"Vehicle") under the ter	rms and conditions set for	th including the	uging the Additional ferms and Conditions sociotal over the conditions						
		LESSEE IS:	Individual	χ Corp	oration	Other				
	VEHICLE DESCRIPTION		YEAR	LEASE TERM	A:		36 MONTHS			
			2014	RATE		\$	1401.57 per month			
	MAKE		BODY STYLE		2 061		70,08 per month			
	FORD	F250 CREW 4X4 VEHICLE IDENTIFICATION	AL AU IMPED	GST #R101 :	337 001	· · · · · · · · · · · · · · · · · · ·	N/A per month			
	COLOUR	•	PST		\$	11.70				
	YELLOW	1FT7W2R68EFA237	0880	OTHER		\$				
	EUIPMENT	XIXOWER WINDOW		TOTALPAYN	MENT	\$	1471_65 per month			
	XX / S ENGINE	XELECTRIC DEFRO	SIER		PAYMENT	S DUE AT STA	ART OF LEASE			
	XX ALL OTRANSMISSIO		10	SECURITY DEPOSIT (GST Exempt) \$ N/A						
	XNOWER STEERING	XXIR CONDITIONIN	10	SECURITY DE	EPOSIT (GS:	Exemply \$	N/A			
	XROWER BRAKES	X&RUISE & TILT		FIRST PAYME	NTNW	2,20135	N/A			
<b>1</b>	- 1 m - 1 x - 1 1 1 1 1 1	Lease Type	of large torm	REGISTRATIO	N FEES & T	TRE TAX \$	N/A N/A N/A 456,25			
	Annual Mileage Allowan	be returned to Lessor at end	km	GST #R101 3	57 861	\$	22.81 N/A			
	Excess Mileage Charge	+	Cents/km	PST		\$	N/A N/A			
	XOpen End Residual Value of \$ 1 00 Guaranteed by Lessee			REBATES		\$	N/A			
	Based on a 2000 km/year allow Residual Value subject to Sales taxes if purchased			OTHER TOTAL		\$	479.05			
	Leaver W. C.	daniel de la companya del companya del companya de la companya de	and the	LESSEE TO P	AY, in addi	tional to monthly	lease OO			
	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of leasor in collecting.  A B P payments in default, excess mileage charges, all Repairs and Maintenance Coats not covered by the Manufacturer, payments in default, excess mileage charges, all Repairs and Maintenance Coats not covered by the Manufacturer.									
		iefault, excess mileage charg Costs and ell taxes, governm								
		ctions required by any govern nd I understappythe Terms an					X			
	have read ar	nd i unclerstraperythe terms on	a Conditions on the	i reverse born	by longer i	from lessor and	agrees to all Terms and			
	LESSOR HEREBY ACCEP	TS THIS LEASE:		Conditions (	of Lease A	greement	4 10 11			
		1/1/4	A second	LESSEE SIG		x 130	ws tyent			
	LESSOR SIGNATURE	Kellan /		LOWIT CO.	ESSEE	X				
	TITLE		MANAGER	For Corpora	te Lessee	print name and	title of authorized signing			
				- cincar wno i		NAME:	TITLE:			
	*I hereby give Demick Dodge (	goron i sui multinulandina ka aa	nulra motor vahirla							
	miniatration information on m	ne and the attached vehicle	s (name, address,	I DEGIVERY A	ACKNOWL	EDGEMENT				
	vehicle ownership, registration	on expliny date) for the pur	pose of collateral	1:		M. J.	4 6			
	verification for the full term of	this lease agreement.		Lessee Sign	nature X	Blair Py	y sr			
				1			2013			
						very	5			
				1						
à.	_			Lassee hereb	y declares t	hat there are no p	romises about this vehicle or this			
7	LESSEE'S	is Proade		Lasse that are	e not written er declares ti	on this lease agre	ement. her written agreements			
	SIGNATURE X SALV	" TO The !	<i>J</i> .	pertaining to	this Lease A	Igreement.	$\mathcal{A}$ . If			
	- De	+ 7/1	<b>?</b>	LESSEE SIG	GNATURE	x Blu	2 Typisk			
	DATE		<del></del>	JOINT CO-		X	00			
	1	ſ		I DOMAI COM		·				



# **Personal Property Registry Verification Statement**

Page	2	Λf	2
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## **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

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

## Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

# Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model

Category

1FT7W2B68EEA23708

2014 FORD F250 CREW 4X4

MV - Motor Vehicle

	DATE	ID NO.		·	STOCK NO.	Photos	TI FASE NO.	
	OCTOBER 7th, 201	ark more?	LEASE A	GREEMENT	LEASE NO.	10		
			LESSÉE NAME	(S)	144.3		18669 HOME #	19
	LESSOR'S NAME AND A	DDRESS	EDMONTO	ON HEAVY EQ	UIPMENT RE	NTALS LT	BUSINESS #780	1960-2619
	DERRICK DOD	GE (1980) LTD.					CELL #	7000 2010
	6211 - 104 STREET	` ,	201-1259-	-91 STREET			FAX #	
	EDMONTON, ALBER	TTA T6H 2K8					CHX.	
		(herein called the lessor)					CERMONTON	POST CD
	f every heraby leages	to Lessee, and Lessee he	vohu i kransa form		(herein called		PABY	TEXT CE 9
	"Vehicle") under the te	rms and conditions set for	rth including the	Additional Term	s and Conditio	nent descri ns set forth	ON REVERSE H	n called IEREOF:
	-	LESSEE IS:	Individual	X Corpo	oration	Other		
	VEHICLE DESCRIPTION		YEAR 2014	LEASE TERM	•		36	MONTHS
	MAKE FORD	MODEL F250 CREW 4X4	BODY STYLE	RATE		\$	1401.57 70.08	per month
	COLOUR	VEHICLE IDENTIFICATION	N NUMBER /	GST #R101 3	57 861	\$	······································	per month
	YELLOW	1FT7W2B6XEEA237		PST		\$	M /A	per month
	E UIPMENT	XXOWER WINDOW	/S & LOCKS	OTHER	ma 1.000	\$		per month
	XX / ENGINE	XXLECTRIC DEFRO	OSTER	TOTALPAYME	——————————————————————————————————————	<u> </u>		per month
	XXAATO TRANSMISSION						RT OF LEASE	
	XXOWER BRAKES	XXIR CONDITIONIN XXRUISE & TILT	lG	SECURITY DEP	OSIT (GST Exen			
	·	_ease Type					N/A N/A	
	Closed End -V ehicle to b	e returned to Lessor at end	of lease term.		FEES & TIRE TA			
	Excess Mileage Charge  X pen End	Ce	Km Cents/km	GST #R101 357 PST	901		22.81 N/A	
	Residual Value of \$	1 00 Guarantee	d by Lessee	REBATES OTHER		\$	N/A	
	Residual Value sub	oject to Sales taxes if pur	ar allowance chased	TOTAL		\$	N/A 479.06	
ľ	NOTE: This /	Agreement places the resp related taxes; delinquency of	onsibility of the I	ESSEE TO PAY,	, in additional	to monthly i	ease	4
-	payments in de	efault, excess mileage charge costs and all taxes, government	s, all Repairs and N	Maintenance Costs	s not covered by	the Manufact	turer.	4
	fees for inspec	tions required by any govern d I understand the forms and	ment authority.			ii cosis as we	SI ES	***************************************
-	10 htt 1240 market Amber 2011 het is de seen stêde aansele verlegen, meerste keen tot de stede in de seen in d			**************************************		ssor and ac	rees to all Terms	and
	LESSOR HEREBY ACCEPT	IS IHIS MEASE!		Conditions of I	Lease <b>Agree</b> m		h.	
	LESSOR SIGNATURE	1 May 7		LESSEE SIGNA JOINT CO-LES			MISSE	2
	TITLE		MANAGER	For Corporate	Lessee port	and titl	e of authorized s	signing
Γ			- MAR-INI-MARIA I MARIA	officer who has	signed acous		TITLE	
	"I hereby give Derrick Dodge (19	980) Ltd. authorization to acqu	ulre motor vehicle	CA MOUNTAIN	ZNOWI FOOT	ACNT	<i></i>	
١Ì١	registration information on me vehicle ownership, registration	explry date) for the purp	(name, address, ose of collateral	DELIVERY ACI	NOWLEDGE	VIENT		
1	verification for the full term of the	als lease agreement."		Lessee Signati	ire A	Me	ucol	
				Delivery Date_	ACTORER.	th 20	13	
			American	Milleage at ting	OF COLVEY_		_5	2
	and the same of th	5/1/2		_		ana no mene	isea documents ver	Note or this
	ESSEE'S SIGNATURE	11/1/19		Texas: that are no	t written on this	ease agreem	est.	-
	Manual All	the state of the s		pertaining to this			grader Rymomen	
	DATE 1/ 0/1	+ 7 2013		LESSEE SIGNA	ATURE (A)		USI_	
		•		JOINT CO-LES	SEE X		ialantiikkiisiikkiin delemaasia ,, mastaasia	

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# **Personal Property Registry Verification Statement**

Page 2 of 2

**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

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

## Secured Party / Parties

**Block** 

Party Code: 50004753

DERRICK DODGE (1980) LTD. 6211 - 104 ST. EDMONTON, AB T6H2KB

Phone #: 780 435 3611

Fax #: 780 436 5545

# Collateral: Serial Number Goods

Block Serial Number

Year Make and Model

2014

Category

1FT7W2B6XEEA23709

FORD F250 CREW 4X4

MV - Motor Vehicle

DATE	ID NO.			STOCK NO	<i>)</i> .	LEASE N	O.
JANUARY 22nd, 20	17.700	LEASE A	GREEMENT	084	1821	1709	23
		LESSÉE NAME	(S)			HOME	13 580
LESSOR'S NAME AND	ADDDECC			TOMENT OF	NTALC LT	QUSINESS #	17 780
LESSON S IVAIVIE AIND	ADDRESS	EDUONION	HEAVY EQUI	IPMENI KEI	MIALS EL	<sup>10</sup> ( )(780	)960-2619
	DGE (1980) LTD.					CELL.#	)6 <b>99-105</b> 2
6211 - 104 STREE		201-1259-9	11 STREET			FAX #	
EDMONTON, ALB	ERIA ION 288					cny	
	(herein called the lessor)					EDMONTON PROV	
				(herein called	i the lessee)		T6X 1E9
Lessor hereby lease "Vehicle") under the	s to Lessee, and Lessee terms and conditions set	hereby leases from	Lessor, the veh	icle and equips and Condition	pment desc	ribed below (he	orein called E HEREOF:
tomolo y andor mo	LESSEE IS:	Individual	X Corpo		Other		
VEHICLE DESCRIPTION		YEAR	LEASE TERM		<del></del>	24	MONTHS
		2008		•		845,71	
MAKE FORD	MODEL E350 VAN	BODY STYLE	RATE	~~ ~~	<b>\$</b>	42,29	per mont
COLOUR	VEHICLE IDENTIFICAT	ION NUMBER	GST #R101 3	57 861	\$	N/A	per mont
WHITE	1FBSS31L48DB118		PST		\$	N/A	per mont
E UIPMENT	XX POWER WINDO		OTHER		\$		per mont
XX // ENGINE	XX ELECTRIC DEF		TOTALPAYME	ENT	\$	888,00	per mont
TRANSMISS			Р	AYMENTS [	DUE AT ST	ART OF LEAS	SE
X POWER STEERING	XX AIR CONDITION	NING	SECURITY DEP	NORT (ORT FV)	enson \$	N/A	
(X POWER BRAKES	XX CRUISE & TILT		DOWN PAYMEN		\$	N/A	
			FIRST PAYMEN		3 s_	N/A	
Closed End -V shicle t	Lease Type	and of lease term	FIRST PAYMEN REGISTRATION	FEES & TIRE	\$ \$_ TAX \$_	N/A 456,25	
Annual Mileage Allow	Lease Type to be returned to Lessor at e	and of lease term.	FIRST PAYMEN REGISTRATION GST #R101 357	FEES & TIRE	\$ \$_ TAX \$_ \$_	N/A 456,25 22,81	
Annual Mileage Allow Excess Mileage Charg XX Open End	Lease Type so be returned to Lessor at eance	ond of lease term. km Cents/km	FIRST PAYMEN REGISTRATION GST #R101 357 PST	FEES & TIRE	\$ \$_ TAX \$_ \$_ \$_	N/A 456, 25 22, 81 N/A	
Annual Mileage Allow Excess Mileage Charg (X Open End	Lease Type so be returned to Lessor at e ance 1.00 Guaran	ond of lease term. km Cents/km	FIRST PAYMEN REGISTRATION GST #R101 357	FEES & TIRE	\$ \$ TAX \$ \$ \$ \$	N/A 456,25 22,81	
Annual Mileage Allow Excess Mileage Charg XX Open End Residual Value of \$ Based on a	Lease Type to be returned to Lessor at eance tell 1.00 Guaran	ond of lease term. km Cents/km Iteed by Lessee Vyear allowance	FIRST PAYMEN REGISTRATION GST #R101 357 PST REBATES	FEES & TIRE	\$ \$	N/A 456, 25 22, 81 N/A N/A	
Annual Mileage Allowi Excess Mileage Charg (X Open End Residual Value of \$ Based on a Residual Value :	Lease Type o be returned to Lessor at eance ge	control of lease term.  km  Cents/km  Iteed by Lessee /year allowance purchased responsibility of the	FIRST PAYMEN REGISTRATION GST #R101 357 PST REBATES OTHER TOTAL LESSEE TO PAY	FEES & TIRE 881	\$ \$ \$ \$ I to monthly	N/A 456.25 22.81 N/A N/A N/A 479.06	1
Annual Mileage Allows Excess Mileage Charg (X Open End Residual Value of \$	Lease Type to be returned to Lessor at earce to be returned to Lessor at earce to Compare the Compare to Sales taxes if part of related taxes: delinquency of default, excess mileage che	contact the contac	FIRST PAYMEN REGISTRATION GST #R101 357 PST REBATES OTHER TOTAL LESSEE TO PAY e lease payments, Maintenance Cost	FEES & TIRE  7 861  7, In additional all expenses of a not covered to	\$ \$ \$ I to monthly f lessor in colory the Manufa	N/A 456, 25 22, 81 N/A N/A N/A 479, 06 r lease flecting X	
Annual Mileage Allows Excess Mileage Charg (X Open End Residual Value of \$	Lease Type to be returned to Lessor at eance to be compared to Lessor at eance to be costs and all taxes, governed to be costs and all taxes.	ond of lease term. km Cents/km Iteed by Lessee Vyear allowance purchased responsibility of the by charges on overductinges, all Repairs and	FIRST PAYMEN REGISTRATION GST #R101 357 PST REBATES OTHER TOTAL LESSEE TO PAY e lease payments, Maintenance Cost	FEES & TIRE  7 861  7, In additional all expenses of a not covered to	\$ \$ \$ I to monthly f lessor in colory the Manufa	N/A 456, 25 22, 81 N/A N/A N/A 479, 06 r lease flecting X	
Annual Mileage Allowi Excess Mileage Charg (X Open End Residual Value of \$	Lease Type to be returned to Lessor at earce to be returned to Lessor at earce to Compare the Compare to Sales taxes if part of related taxes: delinquency of default, excess mileage che	and of lease term. km Cents/km Iteed by Lessee /year allowance purchased responsibility of the by charges on overdu angee, all Repairs and mental assessments vernment authority.	FIRST PAYMEN REGISTRATION GST #R101 357 PST REBATES OTHER TOTAL LESSEE TO PAY elease payments, Maintenance Cost ilicenses, parking i	in additional all expenses of and other violational and other violational and other violational and other violations.	\$ \$ \$ I to monthly f lessor in colory the Manufa	N/A 456, 25 22, 81 N/A N/A N/A 479, 06 r lease flecting X	
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## **Personal Property Registry Verification Statement**

Page 2 of 2

### **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

Block

Serial Number

Year Make and Model Category

1FBSS31L48DB11821

2008 FORD E350 VAN

MV - Motor Vehicle

			107001110					
	DATE	ID NO.	LEASE	AGREEMENT	STOCK NO.	<b>~</b> .	LEASE NO	<b>)</b> .
	JANUARY 22nd, 2013	3 13368.		10844620 17092				
			LESSÉE NAM	15 (S)			HOME #	
	LESSOR'S NAME AND ADDRESS E(			ON HEAVY EQU	IPHENT RENTAL	S LTD	BUSINESS (0)	960-2619
	DERRICK DOD	GE (1980) LTD.				ľ	CELL#	
	6211 - 104 STREET	•	201-1259-	-91 STREET		+	( )(78U)	699-1052
	EDMONTON, ALBER	RTA T6H 2K8						
		(herein called the lessor)				[1	EDMONTON	
		,			(herein called the	1	PROV AB	POST CD. T6X 1E9
	Lessor hereby leases	to Lessee, and Lessee he	reby leases fro	m Lessor, the ver	hicle and equipmen	nt describe	ed below (he	rein called
	"Vehicle") under the te	erms and conditions set fo	**************************************			·~~	ON REVERSE	HEREOF:
		LESSEE IS:	Individua	M X Corpo	oration (	Other		
	VEHICLE DESCRIPTION		YEAR 2008	LEASE TERM	<u></u>			MONTHS
	MAKE	MODEL	BODY STYLE	RATE		\$	845.71	per month
	FORD	E350 VAN		GST #R101 3	357 861	\$	42,29	per month
	COLOUR	VEHICLE IDENTIFICATION	N NUMBER	PST		\$	N/A	per month
	WHITE	1FBSS31L580B2462	6	OTHER		Ś	N/A	per month
	E UIPMENT	XX POWER WINDOW	VS & LOCKS	TOTALPAYMI	or a company	\$	888.00	*
	XX V8 ENGINE	XX ELECTRIC DEFRO	DSTER			······································		per month
	XX Auto TRANSMISSIO			PAYMENTS DUE AT START OF LEASE				
	XX POWER STEERING	XX AIR CONDITIONIN	NG.		POSIT (GST Exempt)	\$	N/A	
	XX POWER BRAKES	XX CRUISE & TILT	·	DOWN PAYMEN	NT Feb 2013	\$	N/A	
19ga	Ol salphan Validada	Lease Type			N FEES & TIRE TAX	\$	N/A 456.25	**************************************
)	Closed End -V ehicle to I Annual Mileage Allowan	GST #R101 357		\$	22.81	***************************************		
- Barre	Excess Mileage Charge	100	Cents/km	PST	7 601	\$	N/A	
	Residual Value of \$	ed by Lessee	REBATES		\$	N/A	***************************************	
	Based on a	20000km/ye	ear allowance	OTHER		\$	N/A 479 06	
		Agreement places the man		TOTAL	* 1977 a.l. A.a.		479.06	#
	payments and	Agreement places the resp d related taxes: delinquency of	charges on overde	lue lease payments,	, all expenses of lesso	or in collect	ting 🗶 🌶	
	payments in d all insurance 0	default, excess mileage charge Costs and all taxes, governme	es, all Repairs and	d Maintenance Cost	ts not covered by the	Manufactu	irer,	<u> </u>
	fees for inspec	otions required by any government I understand the Terms and	rment authority.	., •		/300 au	X	**************************************
			Congress on a	the reverse of this A	Agreement. y leases from lesso		- all Tor	
1	LESSOR HEREBY ACCEP	TS THIS LEASE:		Conditions of	y leases from lesso Lease Agreement	ir and egi	908 to an 1011	ma and
İ		1.6.60		LESSEE SIGN	•	12		
Ì	LESSOR SIGNATURE	Willey I		JOINT CO-LES	SSEE X_			
ļ	TITLE		MANAGER	For Corporate	Lessee print name	e and title	of authorized	d signing
				Olling Will I	NAME:	ART	TITLE: 7	سند ۱۱
	"I hereby give Derrick Dodge (1	980) Ltd. authorization to acc	juire motor vehicle	e	NAME: B			Diesctar
ł	registration information on me vehicle ownership, registration	and the attached vehicles	(name, address	DELIVERY AC	KNOWLEDGEMEN	VT //		
İ	verification for the full term of ti		1086 UI GONGLOS	ŀ		11-	And the second second	
-	CAP 18700				ture X			
		1		Delivery Date_	JANUARY 22n		_	
- illi-		/		Mileage at time	ne of delivery	N/	/A	
. [	//				declares that there are			vehicle or this
7	LESSEE'S SIGNATURE X			lease that are no	ot written on this least declares that there are	e agreemer	nt.	
	SIGNATORIE A	7			reciares that there are s Lease Agreement.		Military March	E160
Politica de la constante de la	DATE San	22/13		LESSEE SIGNA	ATURE X	Ken		<u></u>
-			······	JOINT CO-LES	-			***************************************
				JOHN OO-LLC	JOIL /			

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## **Personal Property Registry Verification Statement**

Page 2 of 2

### **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

**Block** 

Serial Number

Year

Make and Model

Category

1FBSS31L58DB24626

2008

FORD E350 VAN

MV - Motor Vehicle



DA STOCK NO					
JANUARY 22nd, 2013 13398 LEASE AGREEMENT STOCK NO. 08 45968	LEASE NO.				
L CORP. NAME O	170923 HOME #				
LESSOR'S NAME AND ADDRESS  EDMONTON HEAVY EQUIPMENT RENTALS L	( ) BUSINESS #				
CONOMION HEAVY EQUITIENT RENTALS E	( )(700)300-2013				
DERRICK DODGE (1980) LTD.	CELL # ( ) <del>(700)593-10</del> 52				
6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8	FAX #				
	EDMONTON				
(herein called the lessor)	PROV POST CD.				
(herein called the lesse Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment des	7 1				
"Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set for	th ON REVERSE HEREOF:				
LESSEE IS: Individual X Corporation Other					
VEHICLE DESCRIPTION YEAR LEASE TERM:	24 MONTHS				
MAKE MODEL BODY STYLE RATE \$	845.71 per month				
FORD E350 VAN GST #R101 357 861 \$	42,29 per month				
COLOUR VEHICLE IDENTIFICATION NUMBER PST \$	N/A per month				
WHITE 1FBSS31L78DB35966 OTHER \$	N/A per month				
E UIPMENT XX POWER WINDOWS & LOCKS  XX VX ENGINE XX ELECTRIC DEFROSTER  TOTAL PAYMENT \$	888,00 per month				
1 # 4	PAYMENTS DUE AT START OF LEASE				
XX DOWER STEEDING XX AIR CONDITIONING	SECURITY DEPOSIT (GST Exempt) \$ N/A				
XX POWER BRAKES XX CRUISE & TILT DOWN PAYMENT \$	N/A				
Lease Type FIRST PAYMENT FEB 2013 \$	N/A				
Closed End -V ehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance km Excess Mileage Charge Cents/km  REGISTRATION FEES & TIRE TAX \$ GST #R101 357 861 \$	456,25 22,81				
YY Open End	N/A				
Residual Value of \$ 1.00 Guaranteed by Lessee Based on a 20000 km/year allowance OTHER \$	N/A				
Residual Value subject to Sales taxes if purchased TOTAL \$	473.06				
NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to month	ly lease				
payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in c payments in default, excess mileage charges, all Repairs and Maintenance Costs not covered by the Manu	facturer.				
all insurance Costs and all taxes, governmental assessments licenses, parking and other violation costs at fees for inspections required by any government authority.	s well as				
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 Conditions of Lease Agreement	agrees to all Terms and				
LESSEE SIGNATURE X					
LESSOR SIGNATURE JOINT CO-LESSEE X  TITLE MANAGER For Corporate Lessee print pame and					
TITLE MANAGER For Corporate Lessee print name and officer who has signed above 3427	title of authorized signing				
NAME: Rank	THE E. A.				
"I hereby give Derrick Dodge (1980) Ltd. authorization to acquire motor vehicle registration information on me and the attached vehicles (name, address, DELIVERY ACKNOWLEDGEMENT	1000				
vehicle ownership, registration expiry date) for the purpose of collateral verification for the full term of this lease agreement."	s and a superior and				
CAP 18760 Lessee Signature X					
Delivery Date JANUARY 22nd.	2013				
	M / A				
Mileage at time of delivery	N/A				
Lessee hereby declares that there are no p					
Lessee hereby declares that there are no p lease that are not written on this lease agree	romises about this vehicle or this				
Lessee hereby declares that there are no p lease that are not written on this lease agre Lessee further declares that there are no of pertaining to this Lease Agreement.	romises about this vehicle or this				
Lessee hereby declares that there are no please that are not written on this lease agree that there are no on the properties that there are no on the properties that there are no on the properties that there are no on the properties that there are no on the properties that there are no on the properties that there are no on the properties that there are no on the properties that there are no on the properties that the p	romises about this vehicle or this				

## **Personal Property Registry Verification Statement**

P	ac	16	2	of	-
1	CIL	10	4-	G,	4

### **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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

### Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

1

1FBSS31L78DB35966

2008 FORD E350 VAN

MV - Motor Vehicle

	DATE	ID NO.	LEASE AC	REEMENT	STOCK NO		LEASE NO	١.
	JANUARY 22nd, 2013	13398-113	o Back	A) (L-L-14)L-141	084	7811	17092	3
	,		LESSÉE NAME	(S)			HOME #	
	LESSOR'S NAME AND AC	DORESS	EDMONTON	HEAVY EQUI	IPHENT RE	NTALS LTD	BUSINESS # ( )(780)	960-2619
	DERRICK DODG	GE (1980) LTD.				,	CELL#	
	6211 - 104 STREET	, ,	201-1259-9	STREET			FAX #	699-1052
	EDMONTON, ALBER	TA T6H 2K8	-				( )	-
		(herein called the lessor)					EDMONTON	
					(herein called		PROV AB	POST CO. T6X 1E9
	Lessor hereby leases to "Vehicle") under the ter	o Lessee, and Lessee he ms and conditions set fo	ereby leases from orth including the .	Lessor, the veh Additional Term	ilcle and equi is and Condit	pment describ ions set forth (	ed below (her ON REVERSE	ein called HEREOF:
	<u> </u>	LESSEE IS:	Individual		oration	Other	,	<del></del>
	VEHICLE DESCRIPTION		YEAR	LEASE TERM	:	7	4	MONTHS
	A A A A C C	NADE	2008	RATE	•	\$		per month
	MAKE FORD	MODEL E350_VAN	BODY STYLE	GST #R101 3	57 881	\$	42.29	per month
		VEHICLE IDENTIFICATION	N NUMBER	PST	0, 00,	\$	N/A	per month
	WHITE	1FRSS31L080A8781	1	OTHER .		\$	N/A	per month
	E UIPMENT	XX POWER WINDOV		TOTALPAYM	ENT	\$	888.00	per month
	XX V8, ENGINE	XX ELECTRIC DEFR	OSTER			* *************************************		
1	XX 4410 TRANSMISSION	·	PAYMENTS DUE AT ST				RT OF LEASI	<b>-</b>
1	XX POWER STEERING	XX AIR CONDITIONII	NG	020011111 221 0011 (401 21011)				
	XX POWER BRAKES	XX CRUISE & TILT		DOWN PAYMEN	NT Ed 20	/多 <sup>\$</sup>		
	Closed End -V ehicle to b		REGISTRATION		TAX \$	456.25		
,	Annual Mileage Allowand Excess Mileage Charge	i or rease term.	GST #R101 357		\$	22.81		
	Excess Mileage Charge	Cents/km	PST		\$		<del></del>	
Ì	^^ Residual Value of \$	1 00 Guarante	ed by Lessee	REBATES OTHER		\$\$	N/A N/A	
	Based on a	pject to Sales taxes if pu	rchased	TOTAL		\$	479,06	
İ	NOTE: This A	Agreement places the resp	ponsibility of the I	ESSEE TO PAY	r, in additione	i to monthly is	9886	
	payments in de	related taxes: delinquency of efault, excess mileage charg	es, all Repairs and f	Maintenance Cos	ts not covered	by the Manufact	urer,	<i>f</i>
	all insurance C fees for inspec	costs and all taxes, governmentlens required by any government	iental assessments l riment authority.	icenses, parking	and other viola	ition costs as we	ellas ✓ X	
	I have read and	tions required by any govern d I understand the Terms in	d Conditions on the					
	LESSOR HEREBY ACCEPT	rs this Lease:	/	Lessee hereby Conditions of		lessor and a ment	rees to all. Ten	ms and
		a de la Sal		LESSEE SIGN	IATURE	x / Z		<del></del>
	LESSOR SIGNATURE		MANIADED /	JOINT CO-LE	SSEE	X	f th	d alanha
-	TITLE		MANAGER '	For Corporate officer who he				
					NAM	E: Book	TITLE:D	RELTUR
	"I hereby give Demick Dodge (19 registration information on me			DELIVERY AC	KNOWI FOG	EMPAT		is the state of the state of the second
1	vehicle ownership, registration	explry date) for the pur				7 /		
	verification for the full term of the	ils lease agreement."		Lessee Signa	ture X			
	ero 18700	1		_	7	22nd, 20	13	
enements between								
				_		nere are no prom		unhinle or this
	LESSEE'S			lease that are n	ot written on th	ils lease agreem	ent.	Market .
	SIGNATURE X	<i></i>		Lessee further declares that there are no other written agreements pertaining to this Lease Agreement.				
	Mar	22/13			_	10		
	DATE	00/10		LESSEE SIGN		`		<del></del>
	//	/		JOINT CO-LE	SSEE )	(		

# **Personal Property Registry Verification Statement**

Page 2 of 2

## **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

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

Block

Serial Number

Year Make and Model Category

1FBSS31L08DA87811

2008 FORD E350 VAN

MV - Motor Vehicle

						12:	386L	11	
	DATE	ID NO.	7 1			STOCK NO.	100	LEASE N	0.
	SEPTEMBER 24th, 20	1 17260		LEASE AG	REEMENT	CR18641		16497	71
	SET TEMPER ETTIN, EC	745		SÉE NAME (	S)	CVIONAL		HOME #	
						- 		( )	
	LESSOR'S NAME AND A	DDRESS	1	EDMONTON	HEAVY EQUI	PRENI KENI	IALS LI	1780;	960-2619
	DERRICK DOD	GE (1980) LTD.						CELL #	***************************************
	6211 - 104 STREET	( ) ) ( )	20	1-1259-91	STREET			FAX #	····
	EDMONTON, ALBER	TTA T6H 2K8						( )	
		(herein called the lessor)						EDHONTON	
		(Horear dailed the reason)		•		(herein called	tha laceacl	PROV AB	POST CD.
	Lecent hereby league	to Lessee, and Lessee he	maha	lagger from		`			T6X 1E9
	"Vehicle") under the te	orms and conditions set for	orth in	cluding the	Additional Term	s and Condition	ns set forti	ON REVERS	E HEREOF:
	Commence of the contract of th	LESSEE IS:	<del>(************************************</del>	Individual	X Corpo	oration	Other		····
	VEHICLE DESCRIPTION		-	YEAR	LEADE TEDLA	<del> </del>		<b>7</b> C	MONTHE
	1500 LARAMIE 140.			2012	LEASE TERM	;		36 1300,49	MONTHS
	MAKE	MODEL	BOD	Y STYLE	RATE		\$	65.02	per month
	DODGE COLOUR	1500 CREW 4X4 VEHICLE IDENTIFICATION		INADED	GST #R101 3	57 861	\$		per month
				DIVIDER	PST		\$	N/A	per month
	PITCH BLACK	1C6RD7NT6CS33864			OTHER		\$	N/A	per month
	E UIPMENT	XX POWER WINDOV			TOTALPAYME	ENT	\$	1365.51	per month
	XX <u>V.J. E</u> NGINE XX <u>HUYD</u> TRANSMISSIO	XX ELECTRIC DEFR	USIE	rt .	PAYMENTS DUE AT S			ART OF LEAS	3E
	XX POWER STEERING	XX AIR CONDITIONII	NG						-
	XX POWER BRAKES	XX ORUISE & TILT	40		SECURITY DEP	OSIT (GST Exe Vit		N/A N/A	<del>/</del>
***		Lease Type		· · · · · · · · · · · · · · · · · · ·		TOct1, 2	6,2 \$ _	NZA	
	Closed End -V ehicle to	be returned to Lessor at end	of lea	ise term.	REGISTRATION	I FEES & TIÁE T	AX \$	456.25	·
	Annual Mileage Allowan Excess Mileage Charge	km ents/km	GST #R101 357	7 861	\$	22.81 N/A	····		
	XX Open End					\$ \$	N/A		
	Based on a	1,00 Guarante	ed by Lessee OTHER				\$	N/A	
		bject to Sales taxes if pu		chased TOTAL			\$	479.06	-
	payments and payments in d all Insurance ( fees for Inspe	Agreement places the residence in the residence of related taxes: delinquency fefault, excess mileage charge costs and all taxes, government of understand the Terms and I understand the I understan	charge les, ell lental riment	is on overdue Repairs and has assessments is authority.	lease payments, faintenence Cost leanses, parking reverse of this A	all expenses of te not covered by and other violation greement.	lessor in col y the Manufs on costs as	lecting X well as X	
	LESSOR HEREBY ACCEP	TS THIS LEASE		)		/ leases from I Lease Agreem		aggests to all To	fins and
		1 / An		,	LESSEE SIGN		Ö A	w All	-
	LESSOR SIGNATURE	MILLE	***************************************		JOINT CO-LE		X		
I	TITLE '		MA	ANAGER	For Corporate	Lessee print	name and t	itle of authorize	ed signing
ļ			***************************************		omcer wno na	s signed abov			N. 1
	"I hereby give Derrick Dodge (1	980) Ltd. authorization to acc	auire m	notor vehicle	<del></del>	IANIAIC	Boos	11111111	Mrc Tell
į	registration information on me	e and the attached vehicle	s (nan	ne, address,	DELIVERY AC	KNOWLEDGE	MENT	מ	
[	vehicle ownership, registration verification for the full term of the		pose	or collateral		~ /	1		
				Lessee Signat	turo X)	Jal 1			
					Delivery Date	SEPTEMBE	R 24th	2012	······································
, trustering		1				e of delivery_	-	21	
	//				J				
	LESSEE'S	11/				declares that the ot written on this		omises about this	venicle or this
<i>)</i> [	SIGNATURE X	14			Lessee further o	lectares that the	re are no off	er written agneer	mente
ĺ		for the 1	<i>'</i>		pertaining to this	s Lease Agreem	ent.	///	
	DATE	14/	12		LESSEE SIGN	IATURE (\$)	1/ Just	10	
				1	JOINT CO-LE	SSFF X			

# **Personal Property Registry Verification Statement**

Page 2 of 2

## 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

**Block** 

Serial Number

Year Make and Model

2013

Category

1

1FTFW1EF4DKF99944

FORD F150 CREW 4X4

MV - Motor Vehicle

LESSOR'S NAME AND ADDRESS  DERRICK DODGE (1980) LTD. 8211-104 STREET EDMONTON, ALBERTA TEH 2K8 (herein called the lessor)  Lessor hereby leases to Lessoe, 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 HEREOP.  Lessor hereby leases to Lessoe, 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 HEREOP.  Lesser Is: Individual X corporation Other  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION VEHICLE IDENTIFICATION NUMBER PATE \$ 1322.22 per month FORD  FORD  F1580 CREM 4X4  BODY STYLE  ST #R101 357 861 \$ 66.11 per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A Per month PATE \$ N/A PER MANNICATION FERS & THEFT XS \$ 22.81 PATE \$ N/A PER MANNICATION FERS & THEFT XS \$ 22.81 PATE \$ N/A PER MANNICATION FERS & THEFT XS \$ 22.81 PATE \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & THEFT XS \$ N/A PER MANNICATION FERS & T		DATE	ID NO.	a/		STOCK NO.	*****************	LEASE N	0.	
DERRICK DODGE (1980) LTD.  8211 - 104 STREET EDMONTON, ALBERTA 16H 2K8  Charein called the lessed Charein called the lessed Charles and conditions set forth including the Additional Terms and Conditions set forth on REVERSE HEREOR.  Lessor hareby leases to Lessee, and Lessee hareby leases from Lessor, the vehicle and equipment described below therein called "Additional Terms and Conditions set forth on REVERSE HEREOR."  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION Other  VEHICLE DESCRIPTION ON INMBER HATE FORD  F350 (REW 4X1  COLOUR  VEHICLE DESCRIPTION ON INMBER HATE  FAST  F		SEPTEMBER 11th.2	012 1339	LEASE A	GREEMENT	1	<u>59</u>			
DERRICK DODGE (1980) LTD. 8211 - 104 STREET EDMONTON, ALBERTA T6H 2K8  (herein called the lessor)  Lessor hereby leases to Lessoe, and Lessoe hereby leases from Lessor, the vehicle and equipment described below therein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF.  Lessor hereby leases to Lessoe, and Lessoe hereby leases from Lessor, the vehicle and equipment described below therein called "Vehicle") under the terms and conditions set forth ON REVERSE HEREOF.  Lessor Briefly and Conditions set forth ON REVERSE HEREOF.  VEHICLE DESCRIPTION  LESSEE IS: Individual X Corporation Other  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  NAKE  MODEL  F330 CREW 4X4  BOOV STYLE  FORD  F335 CREW 4X4  BOOV STYLE  FAXE  BOOV STYLE  FAXE  BOOV STYLE  FORD  F336 CREW 4X4  SST #R101 357 861	0			LESSEE NAME	(S)			HOME #		
DERRICK DODGE (1980) LTD. 8211 - 104 STREET EDMONTON, ALBERTA T6H 2K8  (herein called the lessor)  Lessor hereby leases to Lessoe, and Lessoe hereby leases from Lessor, the vehicle and equipment described below therein called "Vehicle") under the terms and conditions set forth including the Additional Terms and Conditions set forth ON REVERSE HEREOF.  Lessor hereby leases to Lessoe, and Lessoe hereby leases from Lessor, the vehicle and equipment described below therein called "Vehicle") under the terms and conditions set forth ON REVERSE HEREOF.  Lessor Briefly and Conditions set forth ON REVERSE HEREOF.  VEHICLE DESCRIPTION  LESSEE IS: Individual X Corporation Other  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  NAKE  MODEL  F330 CREW 4X4  BOOV STYLE  FORD  F335 CREW 4X4  BOOV STYLE  FAXE  BOOV STYLE  FAXE  BOOV STYLE  FORD  F336 CREW 4X4  SST #R101 357 861	200	LESSOR'S NAME AND	ADDRESS	EDMONTON	HEAVY EQUI	IPHENT RENTALS	LID	BUSINESS #	960-2619	
EDMONTON, ALBERTA 16H 2K8  (herein called the lessor)  Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below therein 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  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  MAKE  MODEL  FORD  F350 CREM 4X4  BODY STYLE  FORD  F350 CREM 4X4  BODY STYLE  FORD  F350 CREM 4X4  BODY STYLE  FORD  F350 CREM 4X4  BODY STYLE  FORD  F350 CREM 4X4  BODY STYLE  GST #R101 357 861  S 66.11  PST  S M/A  PER MITE  IF 18N3860CE 81 1259  OTHER  S M/A  PER MITE  TOTAL PAYMENT  S 1388.33  PAYMENTS DUE AT START OF LEASE  XX POWER BRAKES  XX CRUISE & TILT  DOWN PAYMENT  FIRST PAYMENT OF 1, 2012  S M/A  REGISTRATION FEES & TIRE TAX  S 155.25  S		DERRICK DOD	DGE (1980) LTD.						***************************************	
therein called the lessor)  Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the vehicle and equipment described below therein 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  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  MAKE FORD F350 CREW 4X4 BODY STYLE FORD F1550 CREW 4X4 BODY STYLE FORD F1580 SECURITY DEPOSIT (SET RR101 357 861 \$ 66.11 per month on the company of the comp				201-1259-9	201-1259-91 STREET			FAX #	water a succession of the succ	
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  VEHICLE DESCRIPTION  VEHICLE DESCRIPTION  VEHICLE IDENTIFICATION NUMBER FORD  F350 CREW 4X4  BODY STYLE  FORD  F350 CREW 4X4  BODY STYLE  FORD  F350 CREW 4X4  BODY STYLE  FORD  F350 CREW 4X4  BODY STYLE  FORD  F350 CREW 4X4  BODY STYLE  FORD  F350 CREW 4X4  BODY STYLE  FORD  F350 CREW 4X4  BODY STYLE  FATE  S1322.22 per month  PST  SM/A per month  TST  SM/A per month  TST  THER SM/A per month  TOTALP AYMENT  TOTALP AYMENT  TOTALP AYMENT  TOTALP AYMENT OF LEASE  SECURITY DEPOSIT (GST Exempt) SM/A  PST  REGISTRATION FEES & TIRE TAX  S1383.33 per month  TOTALP AYMENT S DUE AT START OF LEASE  SECURITY DEPOSIT (GST Exempt) SM/A  PST  REGISTATION FEES & TIRE TAX  S150 CREW 4X4  TOTALP AYMENT  TOTALP AYMENT OF LEASE  SECURITY DEPOSIT (GST Exempt) SM/A  PST  REGISTATION FEES & TIRE TAX  S150 CREW 4X4  DOWN PAYMENT  SM/A  PAYMENTS DUE AT START OF LEASE  SECURITY DEPOSIT (GST Exempt) SM/A  PST  REGISTATION FEES & TIRE TAX  S150 CREW 4X4  S150 CREW 4X4  TOTAL PAYMENT OF LEASE  SCUARTY DEPOSIT (GST Exempt) SM/A  REGISTATION FEES & TIRE TAX  S150 CREW 4X4  ST #RIOT 357 961 S 22.81  PST  REBATES  SM/A  PST  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  N/A  REBATES  SM/A  REBATES  SM/A  REBATES  SM/A  REBATES  SM/A  REGISTRATION Lesses and additional to monthly lease  payments in default, excess mileage charges on evelue lease payments all expenses of responsibility of the L		EDMOTTON, NEDE	ann ion and				- GIPONTON			
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  VEHICLE DESCRIPTION  MAKE FORD F350 CREM 4X4  COLOUR VEHICLE DENTHICATION NUMBER HIT I 17849860CE871259 E UIPMENT XX POWER WINDOWS & LOCKS XX ENGINE XX ELECTRIC DEFROSTER XX TRANSMISSION XX RADIO 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 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  NOTE: This Agreement picas the responsibility of the Lessee payments and related taxes, delivorance happens and resided taxes, powerment assessmental leases, parking and other violation costs as well as fees for inspections required by any government and thority. I have read and I understand the foremental assessmental leases, parking and other violation costs as well as fees for Inspections required by any government and the side taxes in the side of the power of this Agreement. LESSEE SIGNATURE  LESSOR HEREBY ACCEPTS THIS LEASE:  MANAGER  TITLE:  DELIVERY ACKNOWLEDGEMENT			(herein called the lessor)	-				!	POST CD.	
"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 VEHICLE DESCRIPTION PARKED STYLE STAT		l essor hereby leases	to lesses and lesses he	Lana for	of again the val		, ,	•		
VEHICLE DESCRIPTION    YEAR   2012		"Vehicle") under the t	erms and conditions set for	orth including the	Additional Tem	ncie and equipment is and Conditions se	aescric at forth	sed below (ne ON REVERSE	rein called E HEREOF:	
MAKE MODEL BODY STYLE FORD F350 CREW 4X4  COLOUR VEHICLE IDENTIFICATION NUMBER WHITE IF18W3860CE871259 E UIPMENT XX POWER WINDOWS & LOCKS XX ENGINE XX ELECTRIC DEFROSTER XX POWER STEERING XX AIR CONDITIONING XX POWER STEERING XX AIR CONDITIONING XX POWER STEERING XX AIR CONDITIONING XX POWER BAKES XX CRUISE & TILT  Closed End -Vehicle to be returned to Lessor at end of lesse term. Annual Mileage Allowance Excess Mileage Charge Centsking 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 NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lesse payments in default, excess mileage angres, all Repsiar and Maintenance Costs not covered by the Maintacturer, all Insurance Costs and all taxes; delinquency charges on overdule lease payments, all expenses of lessor in collecting payments in default, excess mileage overnmental assessments licenses, parking and other violation costs as well as fees for inspections required by any government subminity, I have read and I understant of the Terms goet conditions on the reverse of this Agreement  LESSOR SIGNATURE TITLE  MANAGER  MODEL  \$ 1322, 22  Per month  GST #R101 357 861  \$ 66.11  PET MAR PET SIBRE			LESSEE IS:	Individual	X Corp	oration Ot	her		<del></del>	
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FORD F350 CREM 4X4   GST #R101 357 861 \$ 65.11 per month COLOUR VEHICLE IDENTIFICATION NUMBER I 1F19M3860CE871259   SM/A per month PST		MAKE	MODEL		RATE		\$		per month	
WHITE 1F78W3860CE871259  E UIPMENT XX POWER WINDOWS & LOCKS XXENGINE XX ELECTRIC DEFROSTER XXTRANSMISSION XX RADIO XX POWER STEERING XX AIR CONDITIONING XX POWER BRAKES XX CRUISE & TILT  Lease Type Closed End -V ehicle to be returned to Lessor at end of lease term. Annual Mileage Ailowance Excess Mileage ChargeCents/km XQ 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  NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional 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; overnment authority.  LESSOR HEREBY ACCEPTS THIS LEASE:  WAX POWER BRAKES XX CRUISE & TILT  PAYMENTS DUE AT START OF LEASE  SCUILTY DEPOSIT (GST Exempt) \$ N/A  DOWN PAYMENT \$ N/A  PREGISTRATION FEES & TIRE TAX \$ 455, 25  MILAN REGISTRATION FEES & TIRE TAX \$ 456, 25  MILAN REGISTRATION FEES & TIRE TAX \$ 456, 25  MILAN REGISTRATION FEES & TIRE TAX \$ 479, 06  THER \$ N/A  POTHER \$ N/A  POTHER \$ N/A  POTHER \$ N/A  REGISTRATION FEES & TIRE TAX \$ 479, 06  THER \$ N/A  POTHER \$ N/A  REBATES \$ N/A  TOTAL \$ \$ 479, 06  TOTAL \$ \$ 479, 06  TOTAL \$ \$ 479, 06  TOTAL \$ \$ 479, 06  TOTAL \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		~*************************************	F350 CREW 4X4	,	GST #R101 3	57 861	\$	65.11	per month	
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TOTAL PAYMENT \$					OTHER		\$	N/A	per month	
TRANSMISSION XX RADIO  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  Excess Mileage Charge  Cents/km  X Power Brakes  XX CRUISE & TILT  Lease Type  Closed End -Vehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance  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  NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease 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.  LESSOR HEREBY ACCEPTS THIS LEASE:  WANAGER  TITLE  MANAGER  PAYMENTS DUE AT START OF LEASE  SECURITY DEPOSIT (GST Exempt) \$ N/A  N/A  REGISTRATION FEES & TIRE TAX \$ 455.25  AST #R101 357 861 \$ 22.81  PST \$ N/A  PST \$ N/A  PST \$ N/A  TOTAL \$ 479.06  TOTAL \$		1			TOTALPAYM	ENT .	- \$ <u></u>	1388.33	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 Excess Mileage Charge Cents/km XOpen End Residual Value of \$ 1,00 Guaranteed by Lessee Based on a 20,000 km/year allowance Residual Value subject to Sales taxes if purchased  NOTE: This Agreement places the responsibility of the Lessee TOTAL  NOTE: This Agreement places the responsibility of the Lessee 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.  LESSOR HEREBY ACCEPTS THIS LEASE:  LESSOR SIGNATURE  TITLE  MANAGER  SECURITY DEPOSIT (GST Exempt)  N/A  REGISTRATION FEES & TIRE TAX \$ 456.25  SCH1010 \$57.861  \$ 22.81  PST  S N/A  REBATES  N/A  TOTAL  S 479.06  TO				F	PAYMENTS DUE A	T STAF	RT OF LEAS	E		
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  NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease payments in default, excess mileage 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.  LESSOR HEREBY ACCEPTS THIS LEASE:  LESSER SIGNATURE  TITLE  MANAGER  DOWN PAYMENT FRST PAYMENTOC. 1, 2012 \$ N/A REGISTRATION FEES & TIRE TAX \$ 456.25 SN/A REGISTRATION FEES & TIRE TAX \$ 479.06 ST #R101 357 861 \$ 5. N/A REBATES \$ N/A										
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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 SIGNATURE  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:  DELIVERY ACKNOWLEDGEMENT  DELIVERY ACKNOWLEDGEMENT		payments and	d related taxes: delinguency of	charges on overdue	e lease payments.	all expenses of lessor	In collec	etina v 🖊	2	
LESSOR HEREBY ACCEPTS THIS LEASE:  LESSOR SIGNATURE  TITLE  MANAGER  LESSOR SIGNATURE  MANAGER  LESSOR SIGNATURE  MANAGER  LESSOR SIGNATURE  MANAGER  MANAGER  LESSOR SIGNATURE  MANAGER  MANAGER  MANAGER  LESSEE SIGNATURE  MANAGER  MANAGER  MANAGER  LESSEE SIGNATURE  MANAGER  MANAGER  MANAGER  LESSEE SIGNATURE  MANAGER  For Corporate Lessee print name and title of authorized signing officer who has signed above  NAME:  TITLE:  DELIVERY ACKNOWLEDGEMENT  DELIVERY ACKNOWLEDGEMENT		all insurance	Costs and all taxes, governm	ental assessments	licenses, parking	and other violation cost	ts as we	ll as		
LESSOR SIGNATURE  TITLE  MANAGER  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  DELIVERY ACKNOWLEDGEMENT		I have read a	nd I understand the Terms ap	rment authority. a <del>l Cond</del> itions on the	, X					
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	1	vehicle ownership, registratio	n explry date) for the pure	(name, address,	DELIVERY AC	KNOWLEDGEMEN	د موکندستنی	1		
verification for the full term of this lease agreement."  Lessee Signature X	***************************************	verification for the full term of t	this lease agreement."		Lessee Signati	ure X	TY G			
Delivery Date SEPTEMBER 11th, 2012					į.	-	th. 2	012	***************************************	
Mileage at time of delivery 48			1					,	no instituti (ilikulusi inkulusi kiloni (suomakkinokk	
		, in the second second								
Lessee hereby declares that there are no promises about this vehicle or this lease that are not written on this lease agreement.		7 1 3	de la la la la la la la la la la la la la		lease that are no	t written on this lease :	agreeme	rnt.		
SIGNATURE X Lessee further declares that there are no other written agreements pertaining to this Lesse Agreement.	) I	SIGNATURE X	CX / F		Lessee further declares that there are no other written agreements					
DATE Sent 11 2012 LESSEE SIGNATURE X		DATE CINE	F11 2017_							
JOINT CO-LESSEE X		The second secon		**************************************		7 7		verificani Siromania antini antini antini antini antini antini antini antini antini antini antini antini antini	<del>Nagari mediam ili da diguna madangan 1881 ta 1</del> 000 <del>0</del> 79	

## **Personal Property Registry Verification Statement**

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### **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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

### Collateral: Serial Number Goods

Block

Serial Number

<u>Year</u> Make and Model Category

1FT8W3B60CEB71259

2012

FORD F350 CREW 4X4

MV - Motor Vehicle



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		GE (1980) LTD.	201	1250.0	CTACET			CELL#	
	6211 - 104 STREET EDMONTON, ALBER		201-	.1522-3	DI STREET			FAX#	
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		to Lessee, and Lessee he erms and conditions set fo			Additional Terms	s and Conditi			
		LESSEE IS:	ln	dividual	X Corpo	oration	Other		
	VEHICLE DESCRIPTION			EAR	LEASE TERM:			36	MONTHS
	MAKE	MODEL	BODY:	2012 STYLE	RATE		\$	1137.71	per month
	FORD	F250 CREW 4X4			GST #R101 35	57 861	\$_	56.89	per month
	COLOUR	VEHICLE IDENTIFICATION		BER	PST		\$	N/A	per month
	WHITE	1FT7W2B63CEC4762			OTHER		\$	N/A	per month
	E UIPMENT XX ENGINE	XX POWER WINDOW XX ELECTRIC DEFR	NS & LO	CKS	TOTALPAYME	ENT	\$	1194.60	per month
	XX TRANSMISSIO		OSTER		P	AYMENTS D	UE AT ST	ART OF LEAS	;F
	POWER STEERING	XX AIR CONDITIONI	NG		SECURITY DEP			N/A	, <b></b>
	XX POWER BRAKES	XX CRUISE & TILT			DOWN PAYMEN	IT a 1	\$	N/A	***************************************
		Lease Type	***************************************	,	FIRST PAYMENT	TUCT1,2		N/A	
	Closed End -V ehicle to	be returned to Lessor at end	d of lease		REGISTRATION GST #R101 357		TAX \$	456.25 22.81	
	Excess Mileage Charge	ice	Cen1	km ts/km	PST	001	\$	N/A	***************************************
	XX Open End Residual Value of \$ Based on a	1.00 Guarante	ed by Le	350 <del>8</del>	REBATES		\$	N/A_	
			ear allow	/ance	OTHER		\$	<u>N/A</u> 479.06	***************************************
Contract Card		bject to Sales taxes if pu Agreement places the res		of the l	TOTAL	in additional	to monthly		
	payments and	related taxes: delinquency	charges o	on overdue	lease payments,	all expenses of	lessor in col	ilecting X	
-		lefault, excess mileage charg Costs and all taxes, governm							•
		ctions required by any gover nd I understa <del>ed the</del> Terms an			reverse of this Ad	greement.		Χ	***************************************
and absented	LECCOD LICDEDY AGOS	TO FINE LEVEL	<del></del>		Lessee hereby	leases from	lessor and	agregato all Te	gens and
· Landers	LESSOR HEREBY ACCEP	1871 HIS LEASIE:	<i></i>		Conditions of I	Lease Agreen		A MI	•
	LESSOR SIGNATURE	A MALL		_	LESSEE SIGNA		×	Mark for	<del></del>
-	TITLE		MAN	AGER	JOINT CO-LES For Corporate		Xname and I	title of authorize	ed signing
}		The second secon	***************************************		officer who has	s signed abov	/8		- +
State Systems	"I hereby give Derrick Dodge (1	980) Ltd. authorization to ac-	quire moto	or vehicle		NAME		TITLE:	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>
-	registration information on movehicle ownership, registratio	e and the attached vehicle	s (name,	address,	DELIVERY ACI	KNOWLEDGE	EMENT	A STATE OF THE STA	
opposite the same of the same	verification for the full term of t		hose of	CONSTRUCT	Lessee Signati	ure X	Si A		
And the contraction				***************************************	Delivery Date_		R 11th.	2012	
Adda (Trustopia Augusta		1 1		weemforting-days	Mileage at time			32	
-	,	[/ n./		retition	•	-		ominga ahawa shi-	vahiala av thia
	LESSEE'S	The state of the s		***************************************	lease that are no	t written on this	s lease agree	omises about this مسيد	
Shirt San Shirt	SIGNATURE X	KLE-J-	******************************		Lessee further depertaining to this			www.viitten agreen	ients
distribution of the	DATE Son	11/12-			LESSEE SIGNA	_	Sur.	111	
The Control of the Co	DATE		***************************************		JOINT CO-LES		secretaris and the second second second second second second second second second second second second second		######################################
- 1					WANTE	^ minuture /			

## **Personal Property Registry Verification Statement**

Page	2	of	2
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### **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

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

Phone #: 780 435 3611

Fax #: 780 436 5545

## Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model Category

1

1FT7W2B63CEC47627

2012

FORD F250 CREW 4X4

MV - Motor Vehicle

A. Care 

	DATE	ID NO.	2200	7 1	EASE AG	REEMENT	STOCK NO.	, ,	LEASE N	O.	
	SEPTEMBER 11th.20	112	. 3398	) [	LEASE AGREEMENT 124956				1643	39	
				LESS	LESSÉE NAME (S) HOME #						
	LESSOR'S NAME AND AD	DORESS		Ε	EDHONTON HEAVY EQUIPMENT RENTALS LTE				BUSINESS (780	)960-2619	
	DERRICK DODG	GE (1980)	LTD.		CE				CELL #	· · · · · · · · · · · · · · · · · · ·	
	6211 - 104 STREET	TA TOLLOWA		201	-1259-9	LSTREET			FAX #	······································	
	EDMONTON, ALBER	1A 16H 2K8							EDHONTON		
	Annual Control of the	he lessor)		•			PROV	POST CO.			
		essee)	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:										
	Constitution of the Consti	LESSEE IS	······································		Individual	X Corpo	Other				
	VEHICLE DESCRIPTION	<del></del>	<del></del>	Ĭ	YEAR	LEASE TERM:			36	MONTHS	
	MAKE	MODEL	· · · · · · · · · · · · · · · · · · ·	1000	2012 STYLE	RATE		\$	1305.30	per month	
	FORD	F250 CRE		וטטמן	SITE	GST #R101 35	57 861	\$	65,27	per month	
	1	VEHICLE IDE	NTIFICATIO	וטא אכ	MBER	PST	3, 00.	\$	N/A	<del></del> ·	
	WHITE	ICEC5956	1		OTHER	,	\$	N/A	per month		
	E UIPMENT	R WINDOV	VS & L		TOTALPAYME	ENT	\$	1370.57	per month		
	XXENGINE	RIC DEFR	OSTER	ł	D	AYMENTS DUE	AT STA				
	XXTRANSMISSION	' ONDITIONII	NG	ı							
	XX POWER BRAKES	XX CRUIS		10	,	SECURITY DEP	OSIT (GST Exempt)	\$	N/A		
		ease Type			· · · · · · · · · · · · · · · · · · ·	FIRST PAYMEN	roct 15-/1	28_	N/A		
	Closed End -V ehicle to b	e returned to L	essor at end	of leas	e term.	REGISTRATION	FEES & TIRE TAX	s	456,25		
	Annual Mileage Allowance km Excess Mileage Charge Cents/km					GST #R101 357 PST	861	\$	22,81 N/A	<u> </u>	
	XX Open End Residual Value of \$					REBATES		\$	N/A		
	Based on a 20000 km/ye Residual Value subject to Sales taxes if pur				wance	OTHER		\$	N/A 479.06		
		***************************************		TOTAL		\$					
	payments and	related taxes: c	telinquency of	charges	on overdue	lease payments,	in additional to r all expenses of lesso	or in colle	icting (X)		
	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 Inspect I have read and	itions required to	utbority. Itions on the	y, XX the reverse of this Agreement.							
	LESSOR HEREBY ACCEPT		— <i>† 7.</i>		7	Lessee hereby	leases from lesso	r and a	grees to all 76	ms and	
				1	Conditions of Lease Agre LESSEE SIGNATURE						
	LESSOR SIGNATURE	1154	1 / l			JOINT CO-LES				<del>required players by the new traff</del>	
	TITLE			- MA	MAGER	For Corporate	Lessee print name s signed above	e and tit	le of authorize	ed signing	
						Officer wild has	NAME:		TITLE:		
	"I hereby give Derrick Dodge (19 registration information on me					DELIVERY AC	KNOWLEDGEME	eT	P) 118 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286 - 1286		
l	vehicle ownership, registration	expiry date)	for the purp								
	verification for the full term of the	iis isase agreen	ient."			Lessee Signati	unex_/EUS	You			
	·					Delivery Date_	SEPTEMBER 1	lth.	2012		
La Propriation 1	/	/				Mileage at time	e of delivery		32		
		s /				Lessee hereby d	eclares that there an	a no pron	nises about this	vehicle or this	
	LESSEE'S SIGNATURE X	Your				lease that are no	it written on this less eclares that there are	e agreen	nent.		
-		<u> </u>	<del></del>	······································			Lease Agreement.		1		
	DATE SUA	1 201	Z-,			LESSEE SIGNA	ATURE (X)	1241	Thor		
	,					JOINT CO-LES	SSEE X				

## **Personal Property Registry Verification Statement**

Page 2 of 2

Security	Agreeme	ent
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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

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

Block

Serial Number

Year Make and Model Category

1

1FT7W2B64CEC59561

2012

FORD F250 CREW 4X4

MV - Motor Vehicle

	padro management de la companya del companya de la companya del companya de la co	-		-					
	DATE	ID NO. 13200	I FASE A	GREEMENT	STOCK NO.		LEASE N	O.	
-4000	SEPTEMBER 11th, 2012 1351X			1249565			164343		
				: (S)			HOME #		
	LESSOR'S NAME AND A	LESSOR'S NAME AND ADDRESS EDMON'		ON HEAVY EQUIPMENT RENTALS LTD BUSINESS ( ) 960-2615					
	DERRICK DOD	DGE (1980) LTD.		CELL#					
	6211 - 104 STREET	"	201-1259-9	201-1259-91 STREET					
	EDMONTON, ALBE	RTA T6H 2K8					FAX # ( )		
		(herein called the lessor)					EDHONTON		
		·	•		(herein called the	e lessee)	PROV AB	POST CD. <b>T6X 1E9</b>	
	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:							wala called	
		LESSEE IS:	Individual	X Corpo		Other	JN HEVERS	HEHEUP:	
	VEHICLE DESCRIPTION		YEAR	LEASE TERM:		3	£	LACAITUR	
	MAKE	MODEL	2012	RATE			0 1308,42	MONTHS	
	FORD	F250 CREW 4X4	BODY STYLE	GST #R101 35	·~ ^~	<b>&gt;</b>	65.42	per month	
	COLOUR VEHICLE IDENTIFICATION NUM		N NUMBER	7	0/ 801	¥		per month	
	WHITE	1FT7W2861CEC5956		PST		\$	N/A	per month	
	E UIPMENT	1 47 77 77 77 77 70 70 70 70 70 70 70 70 70		OTHER		\$	N/A	per month	
	XXENGINE XX ELECTRIC DEFROSTER			TOTALPAYME	NT	\$	1373.84	per month	
	XXTRANSMISSION XX RADIO		,	P/	AYMENTS DUE	AT STAF	T OF LEAS	E	
	XX POWER STEERING XX AIR CONDITIONING		1G	SECURITY DEPO	t) \$	N/A			
	XX POWER BRAKES XX CRUISE & TILT			1			N/A		
h	Lease Type  Closed End -V ehicle 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			FIRST PAYMENT	Oct 1,201	Z- \$	N/A		
			fram	REGISTRATION I	FEES & TIRE TAX	\$	456.25 22.81		
			Cents/km	PST REBATES			N/A		
			ed by Lessee				s N/A		
			ar allowance	OTHER		\$	N/A		
			TOTAL			479,06			
	NOTE: This Agreement places the responsibility of the LESSEE TO PAY, in additional to monthly lease payments and related taxes: delinquency charges on overdue lease payments, all expenses of lessor in collecting								
	all insurance C	payments in detault, excess mileage charges, all Re-			and Maintenance Costs not covered by the Manufacturer,				
	fees for Inspec	ctions required by any court	authority.	of authority.  X  Additions on the reverse of this Agreement.					
			Conditions on the			· · · · · · · · · · · · · · · · · · ·			
	LESSOR HEREBY ACCEPTS THIS LEASE			Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement					
	LESSOR SIGNATURE			LESSEE SIGNATURE X					
				JOINT CO-LESSEE X					
	TITLE MAN		MANAGER	For Corporate L officer who has	essee print nam	ne and title	of authorized	d signing	
	"I hereby give Deπick Dodge (1980) Ltd. authorization to acquire motor veh registration information on me and the attached vehicles (name, addrevehicle ownership, registration expiry date) for the purpose of collate verification for the full term of this lease agreement."			Officer Wife flas	NAME:		TITLE:		
I			uire motor vehiclé				:	<del>/// // // /// /// // // // // // // // </del>	
			(name, address, l	DELIVERY ACK	NOWLEDGEME	MY	A STATE OF THE STA		
			Jos or cometoral		K	All	**********		
***************************************				Lessee Signatur	•	1/2	<del>, , , , , , , , , , , , , , , , , , , </del>		
				Delivery Date SEPTEMBER 11th 2012					
				Mileage at time of delivery 43					
	LESSEE'S	***************************************	Lessee hereby declares that there are no promises about this vehicle or thi						
	SIGNATURE X	lease that are not written on this lease agreement.  Lessee further declares that there are no caller written agreements.					uredus.		
	100		pertaining to this Lease Agreement.  LESSEE SIGNATURE X						
	DATE Sept 11/12								
	,		JOINT CO-LESSEE X						



### **Personal Property Registry Verification Statement**

Page 2 of 2

#### 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

Block

Serial Number

Year Make and Model

Category

1FT7W2B61CEC59565

2012

FORD F250 CREW 4X4

MV - Motor Vehicle

							****		
	O/ATE	ID NO.				STOCK NO.		LEASE NO	).
	MOVEMBER SELL 20	13398	- 1	LEASE AC	REEMENT	13499	727		
	KOVEMBER 26th,20	1.1 10010				1 12 11	121	18956	i0
100	***		LES	SEE NAME	(S)			HOME #	
1400				COMONTON	THE ALM FOLLS	* #14#11# ##11#41	~ · + h	( )	***************************************
	LESSOR'S NAME AND A	DDRESS		FUMUNION	HEAVY EQUI	IPMENT RENTAL	.2 FIE	BUSINESS # ( )(780)	960-2619
	DEBOION DOS	OF (4000) 177						CELL#	Outstand
		GE (1980) LTD.	20	1 1250 0	. crneer			( )	
	6211 - 104 STREET		20	1-1259-9	I DIKEEL			FAX #	ANIMATANIA MANAGAMATANIA OSIALI MARA
	EDMONTON, ALBE	RTA T6H 2K8						( )	
			Ì					EUMONTON	
		(herein called the lessor)							***********************************
				4		(herein called the	laggaal	ABOV	T6X 1E9
	Lacray barabu lacasa	4 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		( <b>f</b>	1			1	
	Lessor nereby leases	to Lessee, and Lessee he	sreby	leases from	Lessor, the ven	licie and equipmer	it descri		rein called
	venicie ) under the ti	erms and conditions set for	orth ir	icluaing the			set tonn	ON HEVERSE	HEREOF:
		LESSEE IS:		individual	X Compo	oration (	Other		
	VEHICLE DESCRIPTION			YEAR	T		***	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	**********************
	VEHICLE DESCRIPTION			2013	LEASE TERM	<b>:</b>	***********	36	MONTHS
	MAKE	MODEL	T D O C		RATE		\$	1087.14	_ per month
	1	MODEL ANA	BOL	Y STYLE			<b>4</b>	54.36	
	FORD	F150 CREW 4X4	<u></u>		GST #R101 3	57 861	\$		per month
	COLOUR	VEHICLE IDENTIFICATION	IN NC	JMBER	PST		\$	N/A	per month
	YELLOW	LFTFWIEF70KF9993	77		071150		A	N/A	
	E ÜIPMENT	XXPOWER WINDOV		LOCKS .	OTHER		\$		per month
					TOTALPAYM	ENT	\$	1141.50	per month
	XX V ENGINE	XXELECTRIC DEFR	OSTER						
	XX / Lati TRANSMISSIC	N XXRADIO			P	PAYMENTS DUE	AT STA	AT OF LEAS	E
	XXPOWER STEERING XXAIR CONDITIONIN		NG		SECUENTY DES	OSIT (GST Exempt)	\$	N/A	
	XXPOWER BRAKES	XXCRUISE & TILT			DOWN PAYME		\$	N/A	
		***************************************			I .			N/A N/A	*****************************
Tille	Lease Type Closed End -V ehicle to be returned to Lessor at end of lease term.								
D						\$	456.25		
15)000	Annual Mileage Allowarice Excess Mileage Charge XX Open End		Cents/km		GST #R101 357	7 861	\$	22.81	
					PST		\$	N/A_	***************************************
	Residual Value of \$		ear allowance		REBATES		\$	<u> </u>	**************************************
	Based on a	km/ve			OTHER		\$	<u> </u>	***************************************
	Residual Value su	bject to Sales taxes if pu			TOTAL		\$	479.06	**************************************
	NOTE: This	Agreement places the res	ponsih	ility of the I	ESSEE TO PAY	/ In additional to	monthiv	lease /	2.72
	payments and	d related taxes: delinquency	charge	s on overdue	lease payments,	all expenses of lesse	or in colle	ecting $\chi$ $\mathcal L$	5 <b>P</b>
1	payments in o	default, excess mileage charg	es, all	Repairs and N	Maintenance Cost	ts not covered by the	Manufac	riui Oi,	**************************************
1	all insurance	Costs and all taxes, governm ctions required by any govern	ental a	ssessmenta l	icenses, parking	and other violation co	osts as w	elias X	
ŀ	have read a	nd I understand the Terms an	d Cen	ditions on the	reverse of this A	areement.		^	***************************************
ŀ		19		7					***************************************
1	LESSOR HEREBY ACCEP	TS THIS-LEASE:	,	/		leases from lesso		grees to all ler	ms and
-		1 110	1			Lease Agreement	Alm	a Dine	i e
ĺ		11211/1	J.		LESSEE SIGN	IATURE X	crow	and the state of t	Region Antonomical Community of Company Community of Comm
-	LESSOR SIGNATURE				JOINT CO-LE			~ <i>J</i> .	
the same of the sa	TITLE	- Andrews - Andr	M	NAGER		Lessee print nam	e and tit	tle of authorize	d signing
h	<u> </u>		~~~ <del>~~~</del>		officer who ha	s signed above			
	, a super					NAME:		TITLE:	
	"I hereby give Demick Dodge ("	1980) Ltd. authorization to acc	uire n	notor vehicle	-		<del></del>		
	registration information on m	e and the attached vehicles	(nam	e, address,	DELIVERY AC	KNOWLEDGEME	NT		
	vehicle ownership, registration expiry date) for the purpoverification for the full term of this lease agreement."		oose ·	of collateral		_			
1						ure X Blue	a Dr	an also	
-					Lessee Signat	ure X		myn	····
					Delivery Date	NOVEMBER 2	6th 2	2013	
									-
	.tm				Mlleage at tim	e of delivery		_22	
. 450s.				1					
<i>000</i> 0	200			I		ieclares that there ar			vehicle or this
488	Man Man	Druget.		I	lease that are no	ot written on this leas leciares that there an	se agreen	nent. Ewitten aarsem	anta
		- 7-7	·•··············			i <b>ec</b> ia <b>res</b> that there an s Leas <b>e</b> Agreement.	5 110 U(11 <b>9</b>	Autroll såteelle	ca it g
		0,79		Į	, •	4	el.	Dave 1	£
	and the second s	26 2013			LESSEE SIGN	ATURE X_T	ray	TYM	F-
				100	JOINT CO-LES	RSEE Y		- 500	
	· *			- 1	CONTRACTOR CONTRACTOR				

### Government of Alberta

### **Personal Property Registry Verification Statement**

Page 2 of 2

#### 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

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

#### Secured Party / Parties

#### Block

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

#### Collateral: Serial Number Goods

**Block** 

Serial Number

Year Make and Model

Category

1

1FTFW1EF7DKF99937

2013 FORD F150 CREW 4X4

MV - Motor Vehicle

	DATE ID N	0.	<u> </u>		STOCK NO.	/ LEASE NO.		
	NOVEMBER 26th, 2013 1 339 8 LEAS			REEMENT	1349938			
6	co.	LESSÉE NAME (S)			HOME #			
	LESSOR'S NAME AND ADDRESS	s I	EDMONTON	HEAVY EQUI	PMENT RENTALS LT	D BUSINESS # ( X 780)960-2619		
	DEBBICK DODGE (4)	000 170				( )(/80)960-2619 CELL#		
	DERRICK DODGE (1980) LTD. 6211 - 104 STREET 201			STREET		( )		
	EDMONTON, ALBERTA T6H				( )			
	(herein d	called the lessor)				EDMONTON		
			•		(herein called the lesses	PROV POST CO.  AB T6X 1E9		
	Leasor hereby leases to Lesse	e, and Lessee herel	y leases from	Lessor, the vehi	cle and equipment desc	cribed below (herein called		
	"Vehicle") under the terms and	see is:	Individual	Additional lerm:		th ON REVERSE HEREOF:		
	VEHICLE DESCRIPTION		YEAR					
	•		2013	LEASE TERM:		36 MONTHS 1087.14 per month		
	MAKE MODEL		ODY STYLE	RATE	<b>\$</b> _	54 36		
	FORD F150 COLOUR VEHICL	CREW 4X4 E IDENTIFICATION	NIMBER	GST #R101 35	<del></del>	has usount		
			. ,-O:QULI1	PST	\$_	N/A per month		
	YELLOW 1 1FTE	WIEF9DKE99938	RIOCKS /	OTHER	\$	N/A per month		
	E UIPMENT XXPOWER WINDOWS & LOCKS  XX YX ENGINE XXELECTRIC DEFROSTER			TOTALPAYME	:NT \$_	1141,50 per month		
	XX Aute TRANSMISSION XX RADIO			PAYMENTS DUE AT START OF LEASE				
	XXPOWER STEERING XXAIR CONDITIONING			SECURITY DEP	OSIT (GST Exempt) \$	N/A		
	XXPOWER BRAKES XXCRUISE & TILT			DOWN PAYMEN	п	N/A		
70	Lease Type Closed End -V ehicle to be returned to Lessor at end of lease term. Annual Mileage Allowance km Excess Mileage Charge Cents/km				TANKARY 2014s_	N/A		
À				REGISTRATION GST #R101 357	FEES & TIRE TAX / \$_	456 25 22 81		
	Excess Mileage Charge	Cents/km	PST .	\$	N/A			
	XX Open End AN Residual Value of \$ 1 00 Guaranteed by Lessee			REBATES	\$_	N/A		
	Based on a 28 Residual Value subject fo	1000 km/year	allowance	OTHER	\$ _	N/A		
		**************************************		TOTAL	\$_	479.06		
	payments and related to	raes on overdue	ease payments, a	in additional to monthly all expenses of lessor in co	llecting v KP			
	payments in default, exc	cess mileage charges, :	all Recairs and M	aintenance Costs	not covered by the Manufe nd other violation costs as			
	fees for inspections req I have read and I under	uired by any governme	ent authority.			X		
			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		agrees to all Terms and		
	LESSOR HEREBY ACCEPTS THIS	LEASE!	2-	Lessee hereby leases from lessor and agrees to all Terms and Conditions of Lease Agreement				
	LESSOR SIGNATURE	Park To		LESSEE SIGNA	ATURE X	in typical		
	TITLE			JOINT CO-LES		title of authorized signing		
ŀ				officer who has		me or admonited signing		
	"I harahy diya Darriak Badwa (1000) 124	authadantian to see '			NAME:	TITLE:		
	"I hereby give Derrick Dodge (1980) Ltd. a registration information on me and the	attached vehicles (na	ame, address.	DELIVERY ACK	KNOWLEDGEMENT	-		
	vehicle ownership, registration expiry verification for the full term of this lease	date) for the purpose agreement."	· · · · · · · · · · · · · · · · · · ·		no. · n			
				Lessee Signatu	irox Blain A	pope		
				Delivery Date_	NOVEMBER 26th.	2013		
				Mileage at time	of delivery	22		
					iclares that there are no pro	omises about this vehicle or this		
	LESSEE'S SIGNATURE X Blun A	the	1	ease that are not	written on this lease agree clares that there are no oth	ment.		
4	+	2			Lease Agreement.	and the same of th		
	DATE <u>NOV 2-6</u>	2013		LESSEE SIGNA	ITURE X Blair	Pyrot		
		,		JOINT CO-LES		0 0		
L								

### overnment of Alberta

### **Personal Property Registry Verification Statement**

Page 2 of 2

#### **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

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

Block

Serial Number

<u>Year</u> Make and Model

2013

Category

1FTFW1EF9DKF99938

FORD F150 CREW 4X4

MV - Motor Vehicle

DATE	ID NO.			a la company and the company a	***************************************	***************************************	
NOVEMBER 26th 20	10000	LEASE A	GREEMENT	STOCK NO. 1349		LEASE N	
		LESSEE NAME	(S)	1 1511	10/	18950	50
LESSOR'S NAME AND A	DDRESS		HEAVY EQUI	TOMENT DEN	TALC LTA	( )	
Sample Control of the		2011011101	HEAVI EQUI	LFNENI KENI	IALS LID	( ),/60	960-2619
6211 - 104 STREET	GE (1980) LTD.	201-1259-9	11 CTDCCT			CELL®	
EDMONTON, ALBER	RTA T6H 2K8	201 1233-3	I SINCE!			PAX	***************************************
	(herein called the lessor)					EDMONTON	
essor hereby lessos	O lesses and lesses by			(herein called t	he lessee)	AD	POST C
"Vehicle") under the te	to Lessee, and Lessee he rms and conditions set fo	reby leases from th including the	Lessor, the vehi Additional Term	icie and equipn s and Condition	n <b>ent descrit</b> ns set forth	ed below (he	rein called HEREOF
	LESSEE IS:	Individual	Х Согро		Other		THE COL
VEHICLE DESCRIPTION		YEAR	LEASE TERM:			36	14015
MAKE	MODEL I	2013	RATE		~ <del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>	1087.14	_ MONTHS
FORD	F150 CREW 4X4	BODY STYLE	1				per mont
	VEHICLE IDENTIFICATION	N NUMBER	GST #R101 35	7 861	\$		per mont
YELLOW			PST		\$		per mont
UIPMENT	1FTFW1EF0DKF99939 XXPOWER WINDOW	S * 1 001/0	OTHER		\$	N/A	per mont
X. V.S. ENGINE	XX ELECTRIC DEFRO		TOTALPAYME	NT	\$	1141.50	per mont
X. Auto TRANSMISSION	VYRADIO	OIEM		VIACATE DU			
POWER STEERING	XX AIR CONDITIONIN	0	l	AYMENTS DU		II OF LEASI	2
POWER BRAKES	XX CRUISE & TILT	ts:	SECURITY DEPO				
	***************************************		DOWN PAYMEN		\$	N/A	
Corect End Walter as to	ease Type		FIRST PAYMENT	JANUARY.	2014	N/A	•
Annual Mileage Allowance	e returned to Lessor at end o	of lease term.	REGISTRATION I GST #R101 357		٠	456,25	
Excess Mileege Charge . Open End	e remined to reside at 900 (	_Cents/km	PST	001	*	22.81 N/A	
Residual Value of \$	1 00 Guaranten	d by Langae	REBATES		\$	N/A	······································
Dance Cit &		ir Allowance 🔝	OTHER		\$	N/A	
Residual Value sub	ject to Sales taxes if purc	hased	TOTAL		\$	479 06	***************************************
payments in dei all insurance Co fees for inspecti	greement places the responsible taxes delinquency of suit, excess mileage cherges sets and all texes, governmentions required by any government on the Terms and	arges on overdue t, all Repairs and M tal assessments il	lease payments, a laintenance Costs conses, parking ar	if expenses of lea not covered by the id other violation	sor in collect	ting (X)_C	RP
ESSOR HEREBY ACCEPTS	S THIS LEASE:		Lessee hereby I Conditions of Le	eases from less	sor and agr	ees to all Tern	ns and
pp	Luck/h	· • · · · · · · · · · · · · · · · · · ·	LESSEE SIGNAT	-	Alm	a Doed	1
SSOR SIGNATURE //	Clarett	S 1	JOINT CO-LESS		1 1000	177	
TLE		MANAGER	For Corporate L	essee print nar	ne and title	of authorized	signing
anakaraka Maritana				NAME:		TITLE:	
nereby give Derrick Dodge (198 eletration information on me a nicle ownership, registration	and the attached vehicles (in expire date) for the number	name address	DELIVERY ACK	NOWLEDGEME	ENT	***************************************	·
ification for the full term of this	lease agreement."	1	Lessee Signatur	A Ala	in fo	uf.	***************************************
		1	Delivery Date	NOVEMBER 2	6th 20	13	
		To the state of th	Mileage at time o	of delivery		22	
SEE'S Blim	Apple		essee hereby dec ease that are not w essee further decl entaining to this Le	vritten on this lea lares that there a	se agreemen re no other w	t.	
= <u> </u>	26 2013		ESSEE SIGNAT	URE .	Han	Alphy A	<u> </u>
		را	OINT CO-LESSI	EE X		- 0	



### **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

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

#### Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model Category

1

1FTFW1EF0DKF99939

2013

FORD F150 CREW 4X4

MV - Motor Vehicle

							*		
	DATE	ID NO.		EASE AG	REEMENT	STOCK		LEASE NO	).
	NOWEMBER 26th 2013	13398			W HETTANTALI	13	49940	18956	Δ
			LESS	EE NAME (	S)			HOME #	
	LESSOR'S NAME AND AD	DRESS	E	NOTHON	HEAVY FOIL	TPMENT	RENTALS LTD	BUSINESS #	
			_	DITONTON	HERAI EQU.	21 (11,1)	KERTALS CIO	( Y780)	960-2619
	DERRICK DODG	àE (1980) LTD.						( )	
	6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8			-1259-91	STREET			FAX	
								EDMONTON	**************************************
		(herein called the lessor)						ŧ.	BOST CO
						`	alled the lessee)	Agov.	16X 163
	Lessor hereby leases to	Lessee, and Lessee he	reby le	eses from	Lessor, the veh	icle and	equipment descrit	ped below (her	ein cailed
	"Venicie") under the ten	ms and conditions set fo						ON REVERSE	HEREOF:
	***************************************	LESSEE IS:		Indfvidual <sup>2</sup>	X Corp	oration	Other		
	VEHICLE DESCRIPTION		]	YEAR	LEASE TERM	<b>!:</b>		36	_ MONTHS
	MAKE IN	MODEL	BODY	2013 STYLE	RATE		\$	1087.14	_ per month
	1	F150 CREW 4X4	505.	J. 1	GST #R101 3	57 861	\$	54.36	per month
	COLOUR V	/EHICLE IDENTIFICATIO	NUN NUN	<b>VBER</b>	PST		\$	N/A	per month
	YELLOW	1FTFW1EF7DKF9994	0		OTHER		<b>&amp;</b>	N/A	per month
	E UIPMENT	XXPOWER WINDOW	/S & L(	ocks	• • • • • • • • • • • • • • • • • • • •	-	Ψ	1141.50	
	XX VI ENGINE	XXELECTRIC DEFRO	OSTER		TOTALPAYM	ENI	3		_ per month
	XX Auto_TRANSMISSION				F	PAYMEN	TS DUE AT STA	RT OF LEASI	Ē
	XX POWER STEERING	XXAIR CONDITIONIN	NG		SECURITY DEF	POSIT (GS	T Exempt) \$	N/A	
	XXPOWER BRAKES	XXCRUISE & TILT			DOWN PAYME		, \$	N/A	-
1	Lease Type						ary 2014\$	N/A 456.25	<del></del>
À	Closed End -V ehicle to be	returned to Lessor at end	km Cents/km		REGISTRATION GST #R101 357		THE IAX \$	22,81	
	Annual Mileage Allowance Excess Mileage Charge				PST		\$	N/A	
	XX Open End Residual Value of \$	1 00 Guarantes			REBATES		\$	N/A	
	Based on a	<del>20000</del> km/ye	er allo	wance	OTHER		\$	N/A_	
		ject to Sales taxes if pur		1	TOTAL		\$	479.06	
	NOTE: This A	greement places the respretated taxes: definquency of	oonsibiii charoes	ity of the L on overdue	ESSEE TO PAY	r, in addir aliexpens	tional to monthly li les of lessor in collec	ease cting x	P
	payments in def	fault, excess mileage charge	95, ali R	lepairs and M	faintenance Cost	ts not cove	red by the Manufact	urer,	
	fees for inspecti	osts and all taxes, governme lons required by any govern	ment	uthority.				ж Х	
	I have read and	I understand the Terms and	Condi	tions on the				·	····
	LESSOR HEREBY ACCEPTS	STHIS LEASE:		ļ	Lessee hereby Conditions of		rom lessor and ag	rees to all Terr	ns and
	Λ		<u></u>	.	LESSEE SIGN		x Blu	in fine	Li .
	LESSOR SIGNATURE	Market		>	JOINT CO-LE		×		
	TITLE		MAN	VAGER	For Corporate	Lessee (	orint name and titl	e of authorized	i signing
					officer who ha	_			
	Hi haraba aba Dawinia Daviga (406	DON I and another devalues as well				N	AME:	TITLE:	
ĺ	"I hereby give Demick Dodge (198 registration information on me				DELIVERY AC	KNOWLE	EDGEMENT		
1	vehicle ownership, registration verification for the full term of this		oose of	collateral				_	
	Variable and the line term of the	s lease agreement.			Lessee Signat	ure X	Bluin Py	uf	
							MBER 26th, 2	013	
				ł				22	
				-	Mileage at tim	VHOD TO BI	төту	<u>i. i.</u>	·····
	n1 ·	Δ.			Lessee hereby o	declares th	at there are no prom	lises about this v	ehicle or this
)	LESSEE'S SIGNATURE X	TYPINE					on this lease agreem at there are no other		enta
		- 9/	····		pertaining to this		reement.		
	LESSEE'S SIGNATURE X Bluin	26 72 2013		/	LESSEE SIGN	ATURE	x Blav	1 fyage	<u></u>
		Annual Control of the			JOINT CO-LE		x	00	
1				i			· ·		

# **Personal Property Registry Verification Statement**

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### **Security Agreement**

F02944711

Registration Date: 2013-Dec-05

Registration #: 13120521424

egistration Term is 4 Years

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

### Debtor(s)

#### 8lock

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

Year

### Secured Party / Parties

Block

Party Code: 50004753

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

Phone #; 780 435 3611

Fax #: 780 436 5545

# Collateral: Serial Number Goods

Block

Serial Number

Make and Model

Category

1FTFW1EF7DKF99940

2013 FORD F150 CREW 4X4

MV - Motor Vehicle

#### **COLLATERAL DISPOSITION AGREEMENT**

Made effective this 17 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;

Davis: 17148035.1 30645-00114





**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.
- 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.
- 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.
- 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.
- 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:
  - 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

- 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:

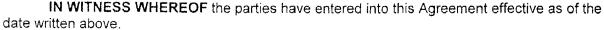
McCarthy Tétrault LLP 400 421 7<sup>th</sup> Avenue S Calgary AB T2P 3K9

Attention: Sean F. Collins, Q.C. Email: <a href="mailto:scollins@mccarthy.ca">scollins@mccarthy.ca</a>

- 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.
- 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.
- 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.



Per:

Print Name:

Per:

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:

### 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 Reld,

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 /225149,

protestions, for planning to prophetical control of the control of				
DIF 10 NO. 10496	LEASE AC	GREEMENT STOCK NO	). 456.	LEASE NO.
/	LESSEE NAME	(S) 0 1	J	HOME #
LESSOR'S NAME AND ADDRESS	Spraque	: - Kosser Contra	eting	BUSINESS #
DERRICK DODGE (1980) LTD.	7	Co. Ltd.	4	CELL # 600 - 2619
6211 - 104 STREET	и	22 21		FAX #
EDMONTON, ALBERTA T6H 2K8	#201-1	259-9/51		city,
(herein called the lessor)	,			Edmon ton PROV - POST CO.
Lessor hereby leases to Lessee, and Lessee her	rahu laggae from	(herein called		AB TOX/E9
"Vehicle") under the terms and conditions set for	rth including the	Additional Terms and Conditi	ons set forth (	ON REVERSE HEREOF:
LESSEE IS:	Individual	Corporation	Other	/
VEHICLE DESCRIPTION	YEAR	LEASE TERM:		48 MONTHS
	BODY STYLE	RATE	\$	1945, 94 per month
	Ruck.	GST #R101 357 861	\$	52.30 per month
COLOUR VEHICLE IDENTIFICATION	NUMBER	PST	\$	per month
E UIPMENT POWER WINDOW	344436	OTHER	\$	per month
ENGINE ELECTRIC DEFRO		TOTALPAYMENT	\$4	per month
TRANSMISSION RADIO		PAYMENTS [	DUE AT STAF	RT OF LEASE
POWER STEERING AIR CONDITIONIN	G	SECURITY DEPOSIT (GST Exe	empt) \$	
POWER BRAKES CRUISE & TILT		DOWN PAYMENT	* 7017	
Lease Type Closed End -V ehicle to be returned to Lessor at end of	of loose torm	FIRST PAYMENT AUGUST		456.25
Annual Mileage Allowance	km	GST #R101 357 861	\$	75.11
Excess Mileage Charge	Cents/km ,	PST REBATES	\$	
Residual Value of \$ #/000.00 Guarantee Based on a km/yer	d by Lessee ar allowance	OTHER	\$	
Residual Value subject to Sales taxes if purc		TOTAL	\$	1577.30
NOTE: This Agreement places the responsors and related taxes: delinquency of	onsibility of the l	LESSEE TO PAY, in additional	to monthly le	ease ting X
payments in default, excess mileage charge all Insurance Costs and all taxes, governme	s, all Repairs and N	Maintenance Costs not covered b	by the Manufacti	urer,
fees for inspections required by any governing	ment authority.		1011 00513 43 46	X
I have read and I understand the Terms and	Conditions on the	Lessee hereby leases from	legger and ac	race to all Terms and
LESSOR HEREBY ACCEPTS THIS LEASE:		Conditions of Lease Agreer		1005 to all 1011113 and
LEGGER CHARTING / : //hn// A	1	LESSEE SIGNATURE	X	
LESSOR SIGNATURE / TITLE	MANAGER	JOINT CO-LESSEE For Corporate Lessee print	x	e of authorized signing
		officer who has signed abor	VEBART	
"I haraby give Devick Dodge (1980) I to gethering to account	ماماطمي بمغسس ساي	NAM	E: Boos	TITLE: V.P.
"I hereby give Derrick Dodge (1980) Ltd. authorization to acque registration information on me and the attached vehicles	(name, address,	DELIVERY ACKNOWLEDG		
vehicle ownership, registration expiry date) for the purpoverification for the full term of this lease agreement."	ose of collateral	l l		
· ·		Lessee Signature X	*	<u> </u>
		Delivery Date	Ly 24	2012
		Mileage at time of delivery	$-\nu$	1A. 1742   KI
J. Company		Lessee hereby declares that the	ere are no prom	ises about this vehicle or this
LESSEE'S SIGNATURE X		lease that are not written on thi Lessee further declares that the	is lease agreem	ent.
- +4		pertaining to this Lease Agreen		er
DATE JULY 24 /12		LESSEE SIGNATURE X	16/	
/ / /		JOINT COLLESSEE X	•	

THE PARTY



### Personal Property Registry Verification Statement

Page 2 of 2

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

SPRAGUE-ROSSER CONTRACTING CO LTD.

#201-1259-91 ST EDMONTON, AB T6X 1E9

#### Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

**Block** 

Serial Number

Make and Model Year

Category

1

1HTMPAFP16H344456

2006

INT'L 4200 WATER TRUCK MV - Motor Vehicle

	DATE THE ID NO. 10496	LE	ASE AG	REEMENT	STOCK NO		LEASE NO.		
		LESSE	NAME (	S)		7	HOME #		
	LESSOR'S NAME AND ADDRESS	que.	-Rosser 20. Lt	CONTra	cting	BUSINESS # 2619			
	DERRICK DODGE (1980) LTD.	1	۷ (	20. Lt	d.	,	THU 699-1052		
	6211 - 104 STREET EDMONTON, ALBERTA T6H 2K8						FAX #		
	(herein called the lessor)	#20/	* 125 ·	59-9/s	T (herein called	the lesseel	Edmon town		
	Lessor hereby leases to Lessee, and Lessee h			Lessor, the vehi	icle and equip	ment describ			
	"Vehicle") under the terms and conditions set f  LESSEE IS:	<del></del>	ling the A	Additional fermi		Other	ON REVERSE HEREOF:		
	VEHICLE DESCRIPTION	1	AR ,	LEASE TERM:			48 / MONTHS		
	MAKE MODEL .	BODY S	006	RATE	•	\$ //	245, 94 per month		
	INTERNATIONAL 4200 Water	Tenck	_	GST #R101 35	57 861	\$	52.30 per month		
	COLOUR VEHICLE IDENTIFICATION	MUM NC	ER	PST		\$	per month		
	E UIPMENT POWER WINDOW	43363	) 98 KS	OTHER		\$	per month		
	ENGINE ELECTRIC DEFR		TOTALPAYME	ENT	\$	1098,24 per month			
	TRANSMISSION RADIO		P.	AYMENTS D	UE AT STAI	RT OF LEASE			
	POWER STEERING AIR CONDITIONI POWER BRAKES CRUISE & TILT		SECURITY DEP	•	mpt) \$				
	Lease Type			FIRST PAYMENT REGISTRATION		2012\$	10.45,94		
	Closed End -V ehicle to be returned to Lessor at end Annual Mileage Allowance	bon 1	REGISTRATION GST #R101 357		AX \$	450.25			
	Excess Mileage Charge	Cents	7km	PST	00,	\$	fright framework and the second		
	×Residual Value of \$ /000,00 Guarante Based on a	ed by Les	ssee	REBATES OTHER		\$ \$	-5.1./		
	Residual Value subject to Sales taxes if pu			TOTAL		\$	1577.50 //		
	NOTE: This Agreement places the res payments and related taxes: delinquency	charges or	overdue	lease payments,	all expenses of	lessor in collection	cting x		
	all Insurance Costs and all taxes, government	nontal asso	ssments II	d Maintenance Costs not covered by the Manufacturer, ts licenses, parking and other violation costs as well as					
	fees for inspections required by any gover I have read and I understand the Terms at	rnment auti de Conditio	idrity. ng on the						
	LESSOR HEREBY ACCEPTS THIS LEASE:			Lessee hereby Conditions of I	leases from I	essor and ac	res to all Terms and		
		1/		LESSEE SIGN	-	x	7'		
	LESSOR SIGNATURE	MANAGER		JOINT CO-LES	SSEE Lessee print :	X	e of authorized signing		
				officer who has	s signed abov	BART	_		
	"I hereby give Demick Dodge (1980) Ltd. authorization to ac	auire moto	vehicle		NAME	Bons	TITLE: V. P		
	registration information on me and the attached vehicle vehicle ownership, registration expiry date) for the put	s (name, a	ddress,	DELIVERY AC	KNOWLEDGE	MENT	•		
ļ	verification for the full term of this lease agreement."	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Lessee Signat	ure X				
	1			Delivery Date_	Jui	y 24;	th /12		
Ì	1 .		To the second	Mileage at time		16	942 Km2		
52a	///					re are no pron	rises about this vehicle or this		
<b>39</b>	LESSEE'S SIGNATURE X			lease that are no	t written on this	lease agreem			
/	DATE			pertaining to this	Lease Agreem	ent.	· · · · · · · · · · · · · · · · · · ·		
	DATE	2_		LESSEE SIGN					
	/	}	JOINT CO-LES	SSEE X					

### Government of Alberta

### **Personal Property Registry Verification Statement**

Page 2 of 2

**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**

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

#### Secured Party / Parties

Block

Party Code: 50004753

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

Phone #: 780 435 3611

Fax #: 780 436 5545

#### Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model Category

1

1HTMPAFP36H366598

2006

INT'L 4200 WATER TRUCK MV - Motor Vehicle

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.

Field Code Changed

Error! Unknown document property name 213575/465894 MT-DOCS-13831139v2

LEGAL\_22030876-2





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.

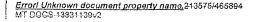
# ARTICLE 2 RELEASE AND DISPOSITION OF EQUIPMENT

- 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.
- 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.

Field Code Changed





EMAE 12000076 E

- 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:

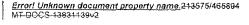
(b) If given to the Receiver:

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

Field Code Changed



1 2 1941 X 310875.2



- (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.

Per

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

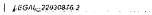
Per:

Field Code Changed



Field Code Changed

Error! Unknown document property name,213575/465894 MT-DOCS-43831139v2



					1010				
	DATE	ID NO.	LEASE AC	REEMENT	STOCK NO.	LEASE NO.			
	JULY 13th, 2012	10496	LEASE AC	ALCEINICIA I	COLCOOR	150000			
	JUL 13(11,2012	1	L FOSE MANE	(C)	CR16983	160929 HOME #			
m.	,		LESSEE NAME	(S)		( )			
7	LESSOR'S NAME AND AD	DREGG	CDDACUE	1000EB   E40	THE THE	BUSINESS #			
	LEGGOTTO NAME AND AD	UT ILLOU	SPRAGUE-	ROSSER LEAS	oing inc.	( (780)960-2619			
	DERRICK DODG	SE /1080\ 1TD				CELL #			
	6211 - 104 STREET	AL (1900) LID.	H001 1050			( X 780)699-1052			
	1	TA TOU OVO	#201 1259-9	31 51.		FAX #			
	EDMONTON, ALBERT	IA TON ZNO	}			CITY			
		Marala anilad tha lanad				EDMONTON			
	•	(herein called the lessor)	, '			PROV POST CO.			
					(herein called the les				
	Lessor hereby leases to	Lessee, and Lessee he	reby leases from	Lessor the veh	icle and equipment	described below (herein called			
	"Vehicle") under the terr	ms and conditions set fo	orth including the	Additional Term	s and Conditions se	t forth ON REVERSE HEREOF:			
		LESSEE IS:	Individual		<del></del>	her			
		LEGGEE 13.	individual	X corpe	ration Ot	1101			
	VEHICLE DESCRIPTION		YEAR	LEASE TERM	•	MONTHS			
	1500 LARAMIE 140.5		2012		•	1021 20			
	MAKE I	MODEL	BODY STYLE	RATE		\$ 1021.38 per month			
	DODGE	1500 CREW 4X4		GST #R101 3	57 861	\$ 51.07 per month			
		EHICLE IDENTIFICATION	N NUMBER			11.70			
				PST		1			
	PITCH BLACK	<u>1C6RD7NT9CS29698</u>	3	OTHER		\$per month			
	E UIPMENT	XX POWER WINDOV	VS & LOCKS	TOTAL DAVIS	ENT	\$ 1072.45 per month			
	XX Scal ENGINE XX ELECTRIC DEFROSTER			TOTALPAYMENT \$ 1072.45 per month					
	XX TUTO TRANSMISSION			P	AYMENTS DUE A	T START OF LEASE			
	XX POWER STEERING	XX AIR CONDITIONI	NG		OSIT (GST Exempt)	\$N/A			
	XX POWER BRAKES XX CRUISE & TILT			DOWN PAYMEN	<b>4</b> )	\$N/A			
	1		FIRST PAYMENT August 2012, \$						
<b>A</b>	Lease Type Closed End -V shicle to be returned to Lessor at end of lease term.			REGISTRATION	FEES & TIRE, TAX.	\$456.25			
	Annual Mileage Allowancekm			GST #R101 357	861	\$22.81			
·	Excess Mileage Charge Cents/km			PST		\$H/A			
	Open End			REBATES		\$N/A			
	Residual Value of \$ 1.00 Guaranteed by Lessee Residual Value subject to Sales taxes if purchased			OTHER		\$			
	Residual Value sub	lect to Salas tayes if nu	rchased	TOTAL.		\$ 479.06			
	NOTE: This A	greement places the res	ponsibility of the I	ESSEE TO PAY	, in additional to me	In collecting			
j	payments and i	feiateu taxes, ueiltiquency i fault, excess mlleage cham	criarges on overdue les ail Peneirs and l	due lease payments, all expenses of lessor in collecting X ////					
	all insurance Co	osts and all taxes, governm	ental assessments	lcenses, parking	and other violation cos	ts as well as			
	fees for Inspect	tions required by any govern	nment authority.	X					
	I have read and	I I understand the Terms an	d Conditions on the						
1	LESSOR HEREBY ACCEPT	STORELES	)	Lessee hereby	leases from lessor	and agrees to all Terms and			
	LESSON HEREDT ACCEPT	S IFIIS LEAGE:	/	Conditions of	Lease Agreement				
		1 11/1		LESSEE SIGN	ATURE X	<i>IV</i> `			
	LESSOR SIGNATURE	In MAINAX K		JOINT CO-LE	SSEE X	· ·			
1	TITLE	. 000	MANAGER	For Corporate	Lessee print name	and title of authorized signing			
}				officer who ha	s signed above				
					NAME:	TITLE:			
	"I hereby give Derrick Dodge (19	80) t.td. authorization to acc	nuire motor vehicle						
	registration information on me			DELIVERY AC	KNOWLEDGEMEN"	r /			
	vehicle ownership, registration expiry date) for the purpose				11/1				
	verification for the full term of th			18d1					
1				Lessee Signat	ure X				
				Delivery Date	JULY 13th 2	012			
1	مو	) 1		-	•				
l				Mileage at tim	e of delivery	22			
	// .	1/2	,						
		7//		Lessee hereby	declares that there are	no promises about this vehicle or this			
	LESSEE'S SIGNATURE X	1-		lease that are no	ot written on this lease	agreement. no other written agreements			
1	SIGNATURE A	,		nertaining to this	s Lease Agreement.	un ditiai. Militatraficatuatis			
		in 1		•		( //			
	DATE -July	13/12		LESSEE SIGNATURE X					
	~3			JOINT CO-LESSEE X					
1				JOINT GO-LE	<b>₩</b>				

### Government of Alberta

No.

### **Personal Property Registry Verification Statement**

Page 2 of 2

#### **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

SPRAGUEOROSSER 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

Block

Serial Number

Year Make and Model Category

1

1C6RD7NT9CS296983

2012

DODGE 1500 CREW 4X4

MV - Motor Vehicle

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

- 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.
- 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").
- 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 15% 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.
- 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.
- 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

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

cro Emery Jamieson LLP 1700, 10235 - 101 Street Edmonton, AB TSJ 3G1

Attention: Kyle R. Kawanami

Email: kkawanami/@emeryjamieson.com

Attention: Smart J. Weatherill

Email sweatherill a emery jamies on 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

- 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.
- 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.
- Any amendment to this Agreement shall be made in writing and shall be duly executed by all Parties
- 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: Hufuf
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
		EXCAVA TORS	2013	350GLFF	1FF350GXTCD808938
		MOTOR GRADERS	2012	872GP	1DW872GPLCD646096
		MOTOR GRADERS	2012	872GP	1DW872GPCDD654518
2	100-0289617-005	OTHER (DITCH WIT	2010	R300	DVA01016
	100 000017				
3	100-0289617-006	EXCAVATORS	2012	470GLC	1FF470GXT8E470075
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;





- 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

- 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").
- 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

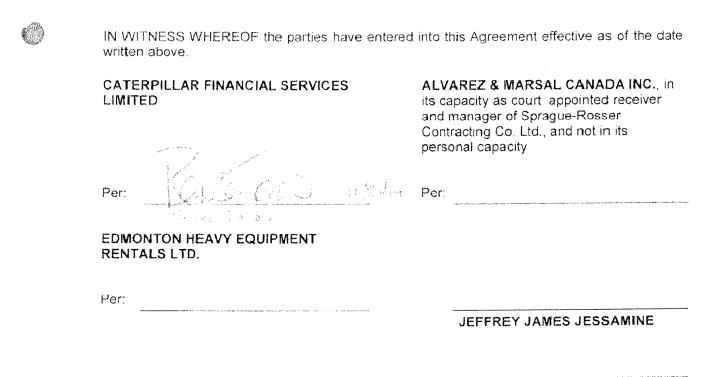
Email: treid@alvarezandmarsal.com

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.
- 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.

DANIEL EDWARDS





MATTHEW MACKAY

#### Schedule "A"

Model/Serial#: 374DL/CAT0374DJPAP00135

Model/Serial#: XQ45N/CAT00C44JGLE01172

Model/Serial#: XQ45N/CAT00C44CGLE01187

Model/Serial#. CP56/CAT0CP56LC5P00211

granted august from Ritchie

1,940,625,000

Allocation to CAT to be held in Mclauren Pass CCP Trust:

CAT # 39,359.96
+ 90 days interest at 6.30 (\$567)
+ \$63,011.32
+ 90 days interest at \$10.16
(\$914.40)

= 4/03,852,68

Decemer allocation \$103,852.68

J555 7 9

Total held by Nclaum Pass = \$105,410.47

B. Allocation to JD to be willed by JD's counsel in Loust

\$ 1,835,214,53

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

Total held by MR CLP = \$105, 410.47

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

= \$41,940,625