

Clerk's Stamp:

COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

DOWLAND CONTRACTING LTD., DOWLAND
INDUSTRIAL WORKS LTD., DOWLAND
CONSTRUCTION, INC. and 6070 N.W.T. LIMITED

DOCUMENT

Exhibits to Affidavit of Gary Ivany
sworn April 29, 2013

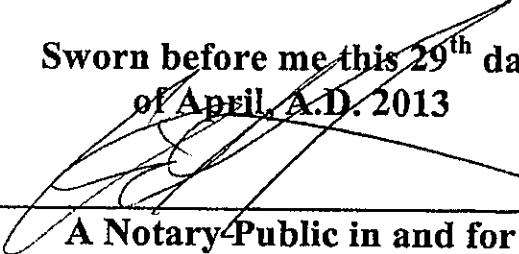
VOLUME 3 OF 4

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Ray C. Rutman
Dentons Canada LLP
2900 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3V5
Ph. (780) 423-7246 Fx. (780) 423-7276
File No.: 125665-8417/RCR

**This is Exhibit "U" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler

GENERAL SECURITY AGREEMENT - FLOATING CHARGE ON LAND

1. SECURITY INTEREST

- (a) For value received, the undersigned ("Debtor") hereby grants to **ROYAL BANK OF CANADA** ("RBC") a security interest, mortgage and charge (hereinafter collectively referred to as the "Security Interest") as hereinafter provided:
- (i) a security interest in the undertaking of Debtor and all of Debtor's present and after acquired personal property including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
- A. all Inventory of whatever kind and wherever situate;
 - B. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - C. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured and whether arising in connection with an interest in real or personal property or otherwise, including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
 - D. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - E. all contractual rights and insurance claims;
 - F. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

G. all lists, records and files relating to debtors, customers, clients and patients;

- (ii) a mortgage and charge as and by way of a floating charge, in all of Debtor's present and after acquired interest in property, assets and undertaking not secured in (i) above, including all real, immovable and leaseholds property and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including without limitation, all structures, plant and other fixtures now owned or hereafter owned or acquired by or on behalf of Debtor (hereinafter collectively referred to as "Real Property"); and
- (iii) a security interest in all property described in Schedule "C" or any replacement or additional Schedule "C" now or hereafter annexed hereto;

and a security interest in all proceeds and renewals thereof, accretions thereto and substitution therefor, all of the foregoing being hereinafter collectively referred to as the "Collateral".

- (b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "equipment", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of the province where the herein mentioned branch of RBC is located, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such during the term of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Alberta). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligation, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security

Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of Debtor, Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, lien claims, charges, licences, leases, infringements by third parties, encumbrances or other adverse claim or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- (c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;
- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Real Property and Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;
- (e) Debtor has disclosed to RBC all environmental and other matters which could have a material effect on the financial condition or operations of Debtor; and
- (f) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licences which are compulsory under federal or provincial legislation and those shown in Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption; and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- (b) to notify RBC promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral; and
 - (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, caveats, mortgages, notices, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

- (f) to insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as RBC shall reasonably direct with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in accordance with all applicable laws, in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and
- (i) to deliver to RBC from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Chattel Paper and duplicate certificates of title to Real Property constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for Debtor regarding Debtor's business;
 - (iv) all policies and certificates of insurance relating to Collateral; and
 - (v) such information concerning Collateral, Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify compliance by Debtor with Debtor's obligations under this Security Agreement (including through inquiries with governmental agencies) and the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- (b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly; and
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.

- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A. or other applicable law, all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a sale of a substantial portion of Debtor's assets or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; and
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor,

proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

11A REAL PROPERTY

- (a) For the purposes of any application to register a crystallized floating charge under the Land Title Act (British Columbia) against any Real Property, the floating charge created by this Security Agreement shall be crystallized and become a fixed charge upon the earliest of:
 - (i) any one of the events described in Clause 11 hereof;
 - (ii) a declaration by RBC pursuant to Clause 12 hereof; or
 - (iii) RBC taking any action pursuant to Clause 13 hereof to appoint a receiver or to enforce its Security Interest or realize upon all or any part of the Collateral.
- (b) In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or nonfeasance on the part of any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing it, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor,

enter upon, use and occupy all premises owned or occupied by Debtor constituting Collateral or wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- (b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease, license or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper or prior encumbrances on any Real Property whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) Debtor agrees to be liable for and to pay all costs, charges and expenses incurred by RBC or any Receiver or agent appointed by it, whether directly or for services rendered (including solicitors costs on a solicitor and his own client basis and auditors costs and other legal expenses and Receiver and agent remuneration), in operating Debtor's accounts, preparing or enforcing this Security Agreement, inspecting and determining the state of the Collateral, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed

by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- (g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A. or other applicable law.
- (h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomsoever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements, caveats, mortgages, forms, security notices and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of RBC, whenever indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- (c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- (d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and

others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.
- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several and, unless the context otherwise requires, a reference to "Debtor" herein shall be deemed to be a reference to each of the undersigned.
- (h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to anyone acquiring or who may acquire an interest in the Security Interest or the Collateral from RBC or anyone acting on behalf of RBC.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- (l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and
 - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

- (r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act of the Province of Saskatchewan, or any provisions thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- (s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province where the herein mentioned branch of RBC is located including, where applicable, the P.P.S.A. and the Land Title Act.

15. COPY OF AGREEMENT AND FINANCING STATEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor waives Debtor's right to receive a copy of a financing statement or financing change statement registered by RBC or any verification statement pertaining to a registration by RBC.

INDIVIDUAL DEBTOR


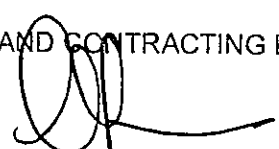
SURNAME (LAST NAME)		
FIRST NAME		SECOND NAME
ADDRESS OF INDIVIDUAL DEBTOR		DATE OF BIRTH (YEAR MONTH DAY)
CITY	PROVINCE	POSTAL CODE

SURNAME (LAST NAME)		
FIRST NAME		SECOND NAME
ADDRESS OF INDIVIDUAL DEBTOR		DATE OF BIRTH (YEAR MONTH DAY)
CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

Dowland Contracting Ltd.		
29 Industrial, box 1660		
CITY	PROVINCE	POSTAL CODE
Inuvik	Northwest Territories	X0E 0T0

IN WITNESS WHEREOF Debtor has executed this Security Agreement on the date specified below.

 WITNESS/ OFFICER SIGNATURE* (as to all signatures) <u>A. Rice</u> Name: <u>187 W Main St.</u> *Address <u>Sherwood Park, AB</u> *Address <u>34 - House Counsel</u> *Professional Capacity	EXECUTION DATE <table border="1" style="margin: auto;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td>2013</td> <td>04</td> <td>15</td> </tr> </table>	Y	M	D	2013	04	15	DOWLAND CONTRACTING LTD.  Per: Patrick McGuinness **Carrying on Business as: (Principal Address) (City, Town, etc. & Province)
Y	M	D						
2013	04	15						

BRANCH ADDRESS

301, 10117 Jasper Avenue
 Edmonton, AB T5J 1W7

* Officer certification required in B.C. only

*** OFFICER CERTIFICATION**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996. c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

As approved in writing by RBC.

SCHEDULE "B"

1. Locations of Debtor's Business Operations
 - (a) 29 Industrial, box 1660, Inuvik, NT X0E 0T0
 - (b) 7028 – 56 Ave NW, Edmonton, AB T6B 1E4
 - (c) #202, 166 Oriole Road, Kamloops, BC V2C 4N7
 - (d) 601 W 5th Ave Ste. 900, Anchorage, AK 99501
2. Locations of Records relating to Collateral (if different from 1. above)
3. Locations of Collateral (if different from 1. above)

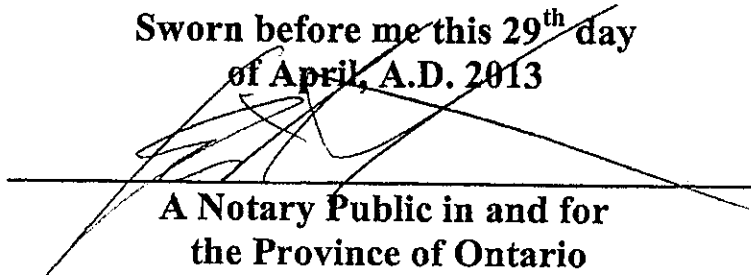
SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

Not Applicable.

**This is Exhibit "V" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



SHARE PLEDGE AGREEMENT

WHEREAS Royal Bank of Canada ("RBC") has made available to Dowland Contracting Ltd. (the "Pledgor") credit facilities and other financing and forbearance arrangements in the course of dealings between them;

AND WHEREAS the Pledgor is the registered and beneficial owner of 100 shares of Dowland Industrial Works Ltd. (the "Corporation") represented by Certificate No. 4A (the "Shares");

AND WHEREAS the Pledgor has agreed to pledge the Shares to RBC as security for payment and performance of any and all obligations, indebtedness and liabilities of the Pledgor to RBC present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Pledgor be bound alone or with another or others and whether as principal or surety (the "Obligations");

NOW THEREFORE in consideration of the sum of \$1.00 now paid by RBC to the Pledgor and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Pledgor) and in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

ARTICLE 1 - RECITALS

1.1 The Pledgor confirms the validity and truth of the above noted recitals, which shall have the same force and effect as if repeated herein in full.

ARTICLE 2 - PLEDGE

2.1 As security for the due payment and performance of the Obligations, the Pledgor hereby mortgages, pledges, charges, assigns, transfers and hypothecates to and in favour of, and grants to RBC a continuing fixed and specific security interest, mortgage, pledge and charge in the following:

a) the Shares, together with any replacements thereof and substitutions therefor, and all certificates and instruments evidencing or representing the Shares;

b) any additional shares or securities of the Corporation which may be issued to or otherwise held by or registered in the name of the Pledgor;

c) any shares or securities which may be issued to or otherwise held by or registered in the name of the Pledgor by reason of (i) any conversion, change, reclassification, redivision, redesignation, redemption, subdivision or consolidation of any of the foregoing shares or securities, or (ii) any reorganization, amalgamation, consolidation, merger or otherwise affecting the Corporation;

d) all interest and dividends, whether in cash, kind or stock, received or receivable upon or in respect of any of the foregoing and all monies or other property payable or paid on account of any return or repayment of capital in respect of any of the foregoing or otherwise distributed in respect thereof or which will in any way be charged to, or payable or paid out of, the capital of the Pledgor on account of any of the foregoing;

e) all other property that may at any time be received or receivable by or otherwise distributed to the Pledgor in respect of, or in substitution for, or in exchange for, any of the foregoing; and

f) all cash, securities and other proceeds of the foregoing and all rights and interests of the Pledgor in respect thereof or evidenced thereby, including all monies received from time to time by the Pledgor in connection with the sale or other disposition of any of the Shares; provided, however, that the Pledgor will not sell or otherwise dispose of any of the Shares or purport to do any of the foregoing without the prior written consent of RBC.

The Shares and the other shares and securities described in paragraphs (a), (b) and (c) above are collectively called the "Pledged Shares" and the collateral described in paragraphs (a) to (f) inclusive above are collectively called the "Collateral".

ARTICLE 3 - DELIVERY AND REGISTRATION OF THE PLEDGED SHARES

3.1 The Pledgor herewith delivers to RBC the share certificate representing the Shares, registered in the name of the Pledgor, executed in blank for transfer.

3.2 At the request of RBC at any time after the occurrence of an Event of Default (as hereinafter defined), the Pledgor shall cause the Pledged Shares to be registered or re-registered in the name of RBC or its nominee.

3.3 RBC is at liberty to file the appropriate financing statements, financing change statements or other documents at appropriate registries in any jurisdiction, which it reasonably deems necessary, to perfect its security interests as granted by the Pledgor to RBC under the terms hereof; and the Pledgor hereby waives any right that it otherwise is entitled to obtain copies of any such registered financing statements, financing change statements, verification statements or other documents confirming the registrations now or hereafter made by RBC in respect of the security interests granted hereunder.

3.4 The Pledgor confirms that value has been given by RBC to the Pledgor, that the Pledgor has rights in the Collateral (other than after-acquired property) and that the Pledgor and RBC have not agreed to postpone the time for attachment of the security interests created by this Agreement to any of the Collateral. The security interests created by this Agreement will have effect and be deemed to be effective whether or not the Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige RBC to advance any funds or any additional funds.

ARTICLE 4 - FURTHER SECURITIES

4.1 The Pledgor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, transfers and assurances in law as RBC shall reasonably require for better pledging, mortgaging, charging, transferring and assigning in favour of RBC and for better granting in favour of RBC a security interest in, all of the Collateral which are pledged, mortgaged or charged by this Agreement, which are intended to be pledged, mortgaged or charged by this Agreement or which the Pledgor may hereafter become bound to pledge, mortgage or charge in favour of RBC.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.1 The Pledgor hereby represents and warrants to RBC as follows:

a) (i) the Shares have been duly authorized and are validly issued and are fully paid and non-assessable, (ii) the Pledgor is the registered, legal and beneficial owner of the Shares which are owned free and clear of any and all liens, pledges, encumbrances or charges or any other right or claim except as hereby created in favour of RBC, (iii) the Pledgor has not granted any option or otherwise agreed to sell, hypothecate, pledge, or otherwise encumber or dispose of the Shares, and (iv) the Pledgor has full right, power and authority to pledge and to create a security interest in the Collateral;

b) the pledge described in section 2.1 of this Agreement creates a good and valid security interest in the Collateral and secures the payment of the Obligations;

c) the Shares represent all of the issued and outstanding shares and securities of the Corporation;

d) the execution, delivery and performance of this Agreement does not and will not (i) contravene the constituting documents applicable to the Corporation, (ii) contravene any applicable law, or (iii) contravene any judgment, decree or order of any governmental/judicial body;

e) the applicable directors, officers or other signing authorities of the Corporation have authorized this Agreement and the pledge created hereby, and the transfer of the Pledged Shares to RBC or its nominee or any other person pursuant to the exercise of the remedies hereunder; and

f) there are no agreements in effect relating to the Shares, except as previously provided or disclosed in writing to RBC.

5.2 The Pledgor agrees to indemnify RBC and its nominees against and hold them harmless from all expenses, liability, claims and demands arising out of the holding of the Pledged Shares or anything lawfully done hereunder, and of and from any and all claims and demands whatsoever that may be asserted against RBC in connection therewith, and all such liability, loss or damage, if any, together with interest thereon at the rate prescribed in the applicable agreement governing the terms and conditions of the Obligations shall be secured hereby, and shall be payable by the Pledgor to RBC upon demand. In all matters relating hereto RBC may in its discretion act on the opinion or advice of counsel and shall not be responsible for any consequences of acting or not acting in accordance therewith.

5.3 The Pledgor hereby agrees to indemnify and save harmless RBC against any and all taxes and other claims pertaining to the Pledged Shares including without limitation any and all taxes, withholding and similar claims. All payments made by the Pledgor under this Agreement shall be made by Pledgor free and clear of and without deduction for any and all present and future taxes, levies, charges, deduction and withholdings. In addition, the Pledgor shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Agreement. Upon request by RBC, the Pledgor shall furnish evidence satisfactory to RBC that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

ARTICLE 6 - GENERAL COVENANTS AND AGREEMENTS

6.1 The Pledgor covenants with RBC that, so long as the Obligations are outstanding, the Pledgor shall not, except with the prior written consent of RBC:

a) grant, create or assume or permit to exist any mortgage, pledge, charge, assignment, security interest, lien, lease or other security, whether fixed or floating, upon all or any portion of the Pledged Shares, except as hereby created in favour of RBC;

b) sell or otherwise dispose of all or any portion of the Pledged Shares or any legal or beneficial interest therein including but not restricted to any options, warrants or pre-emptive rights applicable to the Pledged Shares;

c) vote in favour of any resolution which purports to allow the Corporation to take or institute any proceedings for the winding-up, reorganization or dissolution of the Corporation;

d) vote in favour of any resolution which purports to allow the Corporation to amalgamate, consolidate or merge or enter into any agreement to amalgamate, consolidate or merge with any corporation, partnership, joint venture or firm;

e) vote in favour of any resolution which purports to allow the Corporation to increase or decrease its authorized capital or alter its capital structure in any way;

f) vote in favour of any resolution which purports to allow the Corporation to allot or issue any additional shares or securities;

g) vote in favour of any resolution which purports to allow the Corporation to grant any option, warrant, right or privilege which is capable of becoming an agreement for the acquisition, purchase, subscription, allotment or issuance of any unissued shares or securities in the capital of the Corporation; or

h) vote in favour of any resolution which purports to allow the Corporation to convert, change, reclassify, redivide, redesignate, redeem, purchase for cancellation, subdivide or consolidate all or any portion of the Pledged Shares.

6.2 The Pledgor hereby agrees with RBC that:

a) upon the occurrence and during the subsistence of an Event of Default, RBC may forthwith, without any notice, without demand for payment, without advertisement, and without any other formality, all of which are hereby waived, sell all or any of the Pledged Shares as fully and effectually as if RBC were the absolute owner thereof;

b) RBC shall not be bound under any circumstances to realize upon the Pledged Shares or allow any or all of the Pledged Shares to be sold, and shall not be responsible for any loss occasioned by any sale or by the retention of or refusal to sell the Pledged Shares; nor shall RBC be obliged to collect or see to the payment of dividends thereon;

c) the proceeds of sale of the Pledged Shares may be applied against the Obligations;

d) upon the occurrence and during the subsistence of an Event of Default, at the request of RBC, the Pledgor will execute all such transfers and documents as may be reasonably required with all such powers of sale and other necessary powers as may be expedient for vesting in RBC, or such person or nominee as it may appoint, all of the Pledged Shares;

e) all reasonable costs and charges incurred by RBC with reference to the Collateral or the realization of the proceeds thereof (including all reasonable legal costs on the basis as between a solicitor and his own client and court costs paid and also including reasonable expenses of protecting and realizing upon the Collateral) shall be added to the Obligations and shall be a first charge upon the monies received;

f) RBC shall not by reason of any partial repayment of the Obligations be required to surrender any of the Collateral; and

g) RBC shall have the right to but shall not be bound nor required to exercise any option or right which the Pledgor may at any time have with respect to the Collateral.

6.3 The Pledgor covenants and agrees with RBC that:

a) if the Pledgor fails to perform or comply with any of the agreements or covenants set forth in this Agreement, then RBC may, but shall not be obligated to, following written notice to the Pledgor of

such failure, perform or comply with such agreements or covenants on behalf of the Pledgor and any reasonable costs incurred by RBC in order to perform or comply with such agreements or covenants shall be payable by the Pledgor to RBC promptly upon demand; and

b) RBC's records pertaining to the Obligations and all payments made in respect of the Obligations shall be accepted by the Pledgor as prima facie evidence of the Obligations and such payments.

6.4 RBC shall have no duty with respect to the Collateral other than to use reasonable care in the safe custody of the Collateral in its possession. Without limiting the generality of the foregoing, RBC shall be under no obligation to take any steps necessary to preserve rights in the Collateral against any other parties or to exercise any rights arising pursuant to the Collateral; but may do so at its option. RBC shall not be liable for any loss or depreciation in the value of the Collateral.

ARTICLE 7 - DEFAULT AND REMEDIES

7.1 An event of default under this Agreement (an "Event of Default") shall be deemed to have occurred upon the occurrence of any of the following events:

- a) the Pledgor fails to pay all or any portion of the Obligations to RBC;
- b) the Pledgor fails to perform or observe any material provision of this Agreement to be performed or observed by the Pledgor, other than the covenants which are the subject matter of Section 7.1(a) of this Agreement, and such failure continues for a period of thirty (30) days after notice of such failure has been given to the Pledgor;
- c) any representation or warranty set forth in this Agreement or any information provided by the Pledgor to RBC is found to be untrue or misleading in any material adverse respect when made or deemed to be made;
- d) the Pledgor is unable to pay its debts as such debts become due or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- e) any notice of intention is filed or any voluntary or involuntary case or proceeding is filed or commenced for (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Pledgor, or (ii) the composition, re-scheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Pledgor, or (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Pledgor, or (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of the Pledgor, provided that, in the case of any involuntary case or proceeding, such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of fifteen (15) business days after the institution thereof;
- f) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the assets of the Pledgor and in any case such foreclosure, retention, proceeding or enforcement shall continue in effect and not be released or discharged for more than fifteen (15) business days after the institution thereof;
- g) in the opinion of RBC (acting reasonably), information comes to RBC's attention with respect to the Corporation which materially and adversely affects RBC's rights and remedies under this Agreement; or

h) the Pledgor is in default of any agreement between the Pledgor (alone or with others) and RBC.

7.2 During the period in which an Event of Default shall have occurred and be continuing:

a) the Pledgor shall no longer be entitled to enjoy or exercise any rights, benefits or entitlements with respect to the Pledged Shares including, but not restricted to, the right to vote the Pledged Shares and the right to receive any dividends or other distributions payable on or with respect to the Pledged Shares;

b) RBC shall have all of the rights and remedies with respect to the Collateral of a secured party under the *Personal Property Security Act* (Alberta) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted;

c) RBC shall have the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Shares as if RBC was the sole and absolute owner thereof (and the Pledgor agrees to take all such action as may be appropriate to give effect to such right);

d) RBC in its discretion may demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Shares; and

e) RBC may, upon five (5) business days' prior written notice to the Pledgor of the time and place, with respect to any or all of the Pledged Shares, sell, assign or otherwise dispose of all or any of the Pledged Shares, at such place or places as RBC deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and RBC, its assignees hereunder or anyone else may be the purchaser, assignee or recipient of any or all of the Pledged Shares so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Pledgor or the Corporation, any such demand, notice and right or equity being hereby expressly waived and released. RBC may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

7.3 The Pledgor recognizes that, by reason of certain prohibitions contained in applicable securities laws, RBC may be compelled, with respect to any sale of all or any of the Pledged Shares, to limit purchasers to those who will agree, among other things, to acquire the Pledged Shares for their own account, for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges that any such private sales may be at prices and on terms less favourable to RBC than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that RBC shall have no obligation to engage in public sales and no obligation to delay the sale of any or all of the Pledged Shares for the period of time necessary to permit the Corporation thereof to register it for public sale.

7.4 It is further agreed that RBC shall not be obliged to exhaust its recourses against the Pledgor or any other party or against any other security it may hold before realizing on or otherwise dealing with the Collateral. RBC may realize on the Collateral in such manner as it considers desirable, and RBC may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any and all of the Pledged Shares up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with the Pledgor

and the Collateral, as RBC may see fit, without prejudice to the right of RBC to hold, deal with and realize on the Collateral in any manner which RBC considers desirable.

7.5 The Pledgor hereby irrevocably appoints RBC or any representative of RBC designated in writing by RBC to be the attorney of the Pledgor in order to execute any deeds, transfers, conveyances, assignments or documents in the name and on behalf of the Pledgor which the Pledgor should have executed under this Agreement, in order to take any actions in the name and on behalf of the Pledgor which the Pledgor should have taken under this Agreement and in order to enforce or realize upon the security constituted by this Agreement. This power of attorney shall be deemed to be a power coupled with an interest.

7.6 Without restricting the generality of Section 7.5 of this Agreement, the Pledgor hereby irrevocably appoints RBC or any representative of RBC designated in writing by RBC to be the attorney of the Pledgor in order to sell all or any part of the Pledged Shares and to deliver good and sufficient title to the Pledged Shares and any such sale shall be a perpetual bar in law and in equity against the Pledgor and all persons claiming all or any portion of the Pledged Shares from, through or under the Pledgor. This power of attorney shall be deemed to be a power coupled with an interest.

7.7 The remedies, rights and powers of RBC are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of RBC. No exercise of or failure to exercise any remedies, rights or powers of RBC and no delay or omission in such exercise shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

ARTICLE 8 - EXERCISE OF RIGHTS

8.1 Until (but not after) the occurrence of an Event of Default, the Pledgor shall be entitled to exercise the voting rights attached to the Pledged Shares.

8.2 The Pledgor shall be entitled to pay dividends on the Pledged Shares and make other distributions provided that:

a) no such dividends or distributions shall be paid after the occurrence of an Event of Default; and

b) no such dividends or distributions shall be paid if such payment could be reasonably expected to cause (directly or indirectly) a breach of one or more of the Corporation's financial covenants with RBC.

For greater certainty, any dividends or distributions paid by the Pledgor in compliance with this Section 8.2 shall be deemed to be released from the security constituted hereby.

ARTICLE 9 - INFORMATION

9.1 RBC shall have no duty or responsibility to forward any notice received by it regarding any or all of the Pledged Shares or as regards to voting in respect thereof or as regards to any subscription, conversion or other rights in respect thereof, or as regards any merger, consolidation, reorganizations, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any securities in connection therewith or otherwise, nor shall RBC be under any duty to investigate or participate therein or take any action in connection therewith except in accordance with written instructions from the Pledgor and upon such indemnity and provision for expense as RBC may require.

ARTICLE 10 - DISCHARGE OF AGREEMENT

10.1 On or after all Obligations having been repaid or satisfied in full to RBC's reasonable satisfaction and provided that the security constituted by this Agreement has not become enforceable, RBC shall, upon the written request and at the expense of the Pledgor, redeliver the Pledged Shares to the Pledgor, deliver this Agreement to the Pledgor and execute and deliver to the Pledgor such deeds or other documents as shall be required to release and discharge this Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 Time shall be of the essence of this Agreement.

11.2 The Pledgor shall, at the request of RBC and at the expense of the Pledgor, execute and deliver any further documents and do all acts and things as RBC may reasonably require to carry out the true intent and meaning of this Agreement.

11.3 Nothing in this Agreement shall modify or amend the terms or conditions of any other agreement between RBC and the Pledgor (alone or with others) or any security or guarantee granted in favour of RBC.

11.4 This Agreement shall enure to the benefit of and be binding upon the Pledgor and its successors and permitted assigns.

11.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada in force therein. The parties hereto agree that the courts of the Province of Alberta shall have the non-exclusive jurisdiction to determine all disputes and claims arising between the parties with respect to this Agreement.

11.6 This Agreement supersedes all prior negotiations and proposals, whether oral or written, with respect to the subject matter of this Agreement.

11.7 Any notice required to be given by RBC under the terms of this Agreement may effectively be given by RBC by posting such notice by prepaid registered mail, directed to the Pledgor at 29 Industrial, Box 1660, Inuvik, Northwest Territories, X0E 0T0, or at such other existing address as the Pledgor may provide in writing to RBC in lieu thereof.

11.8 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.9 No term or provision of this Agreement may be amended except by an instrument in writing signed by the Pledgor and RBC.

11.10 RBC may waive any breach by the Pledgor of any of the provisions contained in this Agreement or any default by the Pledgor in the observance or performance of any covenant, agreement or condition required to be kept, observed or performed by the Pledgor under this Agreement provided that such waiver shall not be effective unless expressed in writing and provided that no act or omission by RBC in respect of such breach or default shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or to affect the rights of RBC resulting from such subsequent breach or default.

11.11 Unless otherwise provided in this Agreement, any reference in this Agreement to dollars shall be to Canadian dollars.

11.12 The Pledgor shall not be entitled to assign the Pledgor's rights or obligations under this Agreement to any party without the prior written consent of RBC.

11.13 Unless otherwise provided in this Agreement, all representations, warranties, agreements and covenants set forth in this Agreement shall survive the execution of this Agreement.

11.14 No postponement or partial release or discharge of the pledge, mortgage, lien and charge created under and secured by this Agreement in respect of all or any portion of the Collateral shall in any way operate or be construed as a release or discharge of the security constituted by this Agreement or as a release or discharge of the Pledgor from its liability to RBC to pay the Obligations due or remaining unpaid by the Pledgor to RBC.

11.15 The security constituted by this Agreement is in addition to, and not in substitution for, any other security now or hereafter held by RBC.

11.16 The taking of any actions or proceedings or refraining from so doing, or any other dealing with any other security for the indebtedness shall not release or affect the security constituted by this Agreement and shall not operate as a merger of the Obligations or any other security held by RBC.

11.17 The security constituted by this Agreement shall not merge with or effect a merger of any other guarantees, indemnities or securities held by RBC and RBC shall be under no obligation to marshal in favour of the Pledgor any securities, moneys or assets which RBC may be entitled to receive.

11.18 With respect to any portion of the Obligations which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

a) payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia, without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto;

b) the Pledgor shall hold RBC harmless from any loss incurred by RBC arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof; and


c) if, for the purpose of obtaining judgment in any court, it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), then the rate of exchange used shall be that at which in accordance with normal banking procedures RBC could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the Pledgor in respect of any Foreign Currency Obligation due by it to RBC hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by RBC of any sum adjudged to be so due in Canadian dollars RBC may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to RBC in the Foreign Currency the Pledgor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify RBC against such loss and if the Foreign Currency purchased exceeds the sum originally due to RBC in the Foreign Currency RBC agrees to remit such excess to the Pledgor to the extent the Pledgor is entitled thereto.

ARTICLE 12 - EXECUTION

12.1 This Agreement has been executed by the Pledgor as of the 15 day of April, 2013.

**EXECUTED AND DELIVERED BY
DOWLAND CONTRACTING LTD.
IN THE PRESENCE OF:**



Witness

DOWLAND CONTRACTING LTD.

Per: 

Per: _____

**SHARE TRANSFER
POWER OF ATTORNEY**

For value received, the undersigned (the "Transferor") hereby assigns and transfers to The Royal Bank of Canada (the "Transferee") all of the Transferor's right, title and interest in and to, and all rights and benefits of the Transferor with respect to the _____ (the "Transferred Shares") in Dowland Industrial Works Ltd., held by the Transferor and represented by share certificate no. _____.

The Transferor undertakes and agrees to execute and deliver all such further agreements, instruments and documents and to do all such further acts and things as the Transferee may reasonably require to transfer the Transferred Shares to the Transferee.

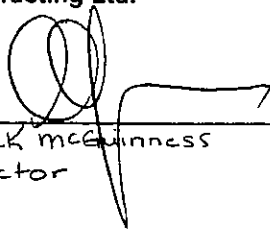
For value received, the Transferor hereby constitutes and appoints any officer and/or director of the Transferee as the Transferor's true and lawful attorney, irrevocably, for and in the name and stead of the Transferor to transfer the Transferred Shares to the Transferee, and for that purpose to make and execute all necessary acts of assignment and transfer thereof and to substitute one or more persons with like full power, the Transferor hereby ratifying and confirming all that such attorney or substitutes shall lawfully do by virtue hereof.

This stock transfer power of attorney is coupled with an interest and shall be irrevocable, and shall not be terminated by the insolvency, bankruptcy, winding-up, liquidation or dissolution of the Transferor, or any shareholder thereof.

This stock transfer power of attorney shall be binding upon the heirs, administrators, executors, legal representatives, successors and assigns of the Transferor, shall enure to the benefit of the successors and assigns of the Transferee and all attorneys appointed pursuant hereto, shall be governed by and construed in accordance with the laws of the Province of Alberta and shall be treated in all respects as an Alberta contract.

DATED as of the 15 day of April, 2013.

Dowland Contracting Ltd.

Per: 
Name: Patrick McGuinness
Title: Director

Per: _____
Name: _____
Title: _____

SHARE PLEDGE AGREEMENT

WHEREAS Royal Bank of Canada ("RBC") has made available to Dowland Contracting Ltd. (the "Pledgor") credit facilities and other financing and forbearance arrangements in the course of dealings between them;

AND WHEREAS the Pledgor is the registered and beneficial owner of _____ shares of Dowland Construction, Inc. (the "Corporation") represented by Certificate No. ____ (the "Shares");

AND WHEREAS the Pledgor has agreed to pledge the Shares to RBC as security for payment and performance of any and all obligations, indebtedness and liabilities of the Pledgor to RBC present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Pledgor be bound alone or with another or others and whether as principal or surety (the "Obligations");

NOW THEREFORE in consideration of the sum of \$1.00 now paid by RBC to the Pledgor and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Pledgor) and in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

ARTICLE 1 - RECITALS

1.1 The Pledgor confirms the validity and truth of the above noted recitals, which shall have the same force and effect as if repeated herein in full.

ARTICLE 2 - PLEDGE

2.1 As security for the due payment and performance of the Obligations, the Pledgor hereby mortgages, pledges, charges, assigns, transfers and hypothecates to and in favour of, and grants to RBC a continuing fixed and specific security interest, mortgage, pledge and charge in the following:

a) the Shares, together with any replacements thereof and substitutions therefor, and all certificates and instruments evidencing or representing the Shares;

b) any additional shares or securities of the Corporation which may be issued to or otherwise held by or registered in the name of the Pledgor;

c) any shares or securities which may be issued to or otherwise held by or registered in the name of the Pledgor by reason of (i) any conversion, change, reclassification, redivision, redesignation, redemption, subdivision or consolidation of any of the foregoing shares or securities, or (ii) any reorganization, amalgamation, consolidation, merger or otherwise affecting the Corporation;

d) all interest and dividends, whether in cash, kind or stock, received or receivable upon or in respect of any of the foregoing and all monies or other property payable or paid on account of any return or repayment of capital in respect of any of the foregoing or otherwise distributed in respect thereof or which will in any way be charged to, or payable or paid out of, the capital of the Pledgor on account of any of the foregoing;

e) all other property that may at any time be received or receivable by or otherwise distributed to the Pledgor in respect of, or in substitution for, or in exchange for, any of the foregoing; and

f) all cash, securities and other proceeds of the foregoing and all rights and interests of the Pledgor in respect thereof or evidenced thereby, including all monies received from time to time by the Pledgor in connection with the sale or other disposition of any of the Shares; provided, however, that the Pledgor will not sell or otherwise dispose of any of the Shares or purport to do any of the foregoing without the prior written consent of RBC.

The Shares and the other shares and securities described in paragraphs (a), (b) and (c) above are collectively called the "Pledged Shares" and the collateral described in paragraphs (a) to (f) inclusive above are collectively called the "Collateral".

ARTICLE 3 - DELIVERY AND REGISTRATION OF THE PLEDGED SHARES

3.1 The Pledgor herewith delivers to RBC the share certificate representing the Shares, registered in the name of the Pledgor, executed in blank for transfer.

3.2 At the request of RBC at any time after the occurrence of an Event of Default (as hereinafter defined), the Pledgor shall cause the Pledged Shares to be registered or re-registered in the name of RBC or its nominee.

3.3 RBC is at liberty to file the appropriate financing statements, financing change statements or other documents at appropriate registries in any jurisdiction, which it reasonably deems necessary, to perfect its security interests as granted by the Pledgor to RBC under the terms hereof; and the Pledgor hereby waives any right that it otherwise is entitled to obtain copies of any such registered financing statements, financing change statements, verification statements or other documents confirming the registrations now or hereafter made by RBC in respect of the security interests granted hereunder.

3.4 The Pledgor confirms that value has been given by RBC to the Pledgor, that the Pledgor has rights in the Collateral (other than after-acquired property) and that the Pledgor and RBC have not agreed to postpone the time for attachment of the security interests created by this Agreement to any of the Collateral. The security interests created by this Agreement will have effect and be deemed to be effective whether or not the Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige RBC to advance any funds or any additional funds.

ARTICLE 4 - FURTHER SECURITIES

4.1 The Pledgor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, transfers and assurances in law as RBC shall reasonably require for better pledging, mortgaging, charging, transferring and assigning in favour of RBC and for better granting in favour of RBC a security interest in, all of the Collateral which are pledged, mortgaged or charged by this Agreement, which are intended to be pledged, mortgaged or charged by this Agreement or which the Pledgor may hereafter become bound to pledge, mortgage or charge in favour of RBC.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.1 The Pledgor hereby represents and warrants to RBC as follows:

a) (i) the Shares have been duly authorized and are validly issued and are fully paid and non-assessable, (ii) the Pledgor is the registered, legal and beneficial owner of the Shares which are owned free and clear of any and all liens, pledges, encumbrances or charges or any other right or claim except as hereby created in favour of RBC, (iii) the Pledgor has not granted any option or otherwise agreed to sell, hypothecate, pledge, or otherwise encumber or dispose of the Shares, and (iv) the Pledgor has full right, power and authority to pledge and to create a security interest in the Collateral;

b) the pledge described in section 2.1 of this Agreement creates a good and valid security interest in the Collateral and secures the payment of the Obligations;

c) the Shares represent all of the issued and outstanding shares and securities of the Corporation;

d) the execution, delivery and performance of this Agreement does not and will not (i) contravene the constituting documents applicable to the Corporation, (ii) contravene any applicable law, or (iii) contravene any judgment, decree or order of any governmental/judicial body;

e) the applicable directors, officers or other signing authorities of the Corporation have authorized this Agreement and the pledge created hereby, and the transfer of the Pledged Shares to RBC or its nominee or any other person pursuant to the exercise of the remedies hereunder; and

f) there are no agreements in effect relating to the Shares, except as previously provided or disclosed in writing to RBC.

5.2 The Pledgor agrees to indemnify RBC and its nominees against and hold them harmless from all expenses, liability, claims and demands arising out of the holding of the Pledged Shares or anything lawfully done hereunder, and of and from any and all claims and demands whatsoever that may be asserted against RBC in connection therewith, and all such liability, loss or damage, if any, together with interest thereon at the rate prescribed in the applicable agreement governing the terms and conditions of the Obligations shall be secured hereby, and shall be payable by the Pledgor to RBC upon demand. In all matters relating hereto RBC may in its discretion act on the opinion or advice of counsel and shall not be responsible for any consequences of acting or not acting in accordance therewith.

5.3 The Pledgor hereby agrees to indemnify and save harmless RBC against any and all taxes and other claims pertaining to the Pledged Shares including without limitation any and all taxes, withholding and similar claims. All payments made by the Pledgor under this Agreement shall be made by Pledgor free and clear of and without deduction for any and all present and future taxes, levies, charges, deduction and withholdings. In addition, the Pledgor shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Agreement. Upon request by RBC, the Pledgor shall furnish evidence satisfactory to RBC that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

ARTICLE 6 - GENERAL COVENANTS AND AGREEMENTS

6.1 The Pledgor covenants with RBC that, so long as the Obligations are outstanding, the Pledgor shall not, except with the prior written consent of RBC:

a) grant, create or assume or permit to exist any mortgage, pledge, charge, assignment, security interest, lien, lease or other security, whether fixed or floating, upon all or any portion of the Pledged Shares, except as hereby created in favour of RBC;

b) sell or otherwise dispose of all or any portion of the Pledged Shares or any legal or beneficial interest therein including but not restricted to any options, warrants or pre-emptive rights applicable to the Pledged Shares;

c) vote in favour of any resolution which purports to allow the Corporation to take or institute any proceedings for the winding-up, reorganization or dissolution of the Corporation;

d) vote in favour of any resolution which purports to allow the Corporation to amalgamate, consolidate or merge or enter into any agreement to amalgamate, consolidate or merge with any corporation, partnership, joint venture or firm;

e) vote in favour of any resolution which purports to allow the Corporation to increase or decrease its authorized capital or alter its capital structure in any way;

f) vote in favour of any resolution which purports to allow the Corporation to allot or issue any additional shares or securities;

g) vote in favour of any resolution which purports to allow the Corporation to grant any option, warrant, right or privilege which is capable of becoming an agreement for the acquisition, purchase, subscription, allotment or issuance of any unissued shares or securities in the capital of the Corporation; or

h) vote in favour of any resolution which purports to allow the Corporation to convert, change, reclassify, redivide, redesignate, redeem, purchase for cancellation, subdivide or consolidate all or any portion of the Pledged Shares.

6.2 The Pledgor hereby agrees with RBC that:

a) upon the occurrence and during the subsistence of an Event of Default, RBC may forthwith, without any notice, without demand for payment, without advertisement, and without any other formality, all of which are hereby waived, sell all or any of the Pledged Shares as fully and effectually as if RBC were the absolute owner thereof;

b) RBC shall not be bound under any circumstances to realize upon the Pledged Shares or allow any or all of the Pledged Shares to be sold, and shall not be responsible for any loss occasioned by any sale or by the retention of or refusal to sell the Pledged Shares; nor shall RBC be obliged to collect or see to the payment of dividends thereon;

c) the proceeds of sale of the Pledged Shares may be applied against the Obligations;

d) upon the occurrence and during the subsistence of an Event of Default, at the request of RBC, the Pledgor will execute all such transfers and documents as may be reasonably required with all such powers of sale and other necessary powers as may be expedient for vesting in RBC, or such person or nominee as it may appoint, all of the Pledged Shares;

e) all reasonable costs and charges incurred by RBC with reference to the Collateral or the realization of the proceeds thereof (including all reasonable legal costs on the basis as between a solicitor and his own client and court costs paid and also including reasonable expenses of protecting and realizing upon the Collateral) shall be added to the Obligations and shall be a first charge upon the monies received;

f) RBC shall not by reason of any partial repayment of the Obligations be required to surrender any of the Collateral; and

g) RBC shall have the right to but shall not be bound nor required to exercise any option or right which the Pledgor may at any time have with respect to the Collateral.

6.3 The Pledgor covenants and agrees with RBC that:

a) if the Pledgor fails to perform or comply with any of the agreements or covenants set forth in this Agreement, then RBC may, but shall not be obligated to, following written notice to the Pledgor of

such failure, perform or comply with such agreements or covenants on behalf of the Pledgor and any reasonable costs incurred by RBC in order to perform or comply with such agreements or covenants shall be payable by the Pledgor to RBC promptly upon demand; and

b) RBC's records pertaining to the Obligations and all payments made in respect of the Obligations shall be accepted by the Pledgor as prima facie evidence of the Obligations and such payments.

6.4 RBC shall have no duty with respect to the Collateral other than to use reasonable care in the safe custody of the Collateral in its possession. Without limiting the generality of the foregoing, RBC shall be under no obligation to take any steps necessary to preserve rights in the Collateral against any other parties or to exercise any rights arising pursuant to the Collateral, but may do so at its option. RBC shall not be liable for any loss or depreciation in the value of the Collateral.

ARTICLE 7 - DEFAULT AND REMEDIES

7.1 An event of default under this Agreement (an "Event of Default") shall be deemed to have occurred upon the occurrence of any of the following events:

- a) the Pledgor fails to pay all or any portion of the Obligations to RBC;
- b) the Pledgor fails to perform or observe any material provision of this Agreement to be performed or observed by the Pledgor, other than the covenants which are the subject matter of Section 7.1(a) of this Agreement, and such failure continues for a period of thirty (30) days after notice of such failure has been given to the Pledgor;
- c) any representation or warranty set forth in this Agreement or any information provided by the Pledgor to RBC is found to be untrue or misleading in any material adverse respect when made or deemed to be made;
- d) the Pledgor is unable to pay its debts as such debts become due or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- e) any notice of intention is filed or any voluntary or involuntary case or proceeding is filed or commenced for (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Pledgor, or (ii) the composition, re-scheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Pledgor, or (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Pledgor, or (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of the Pledgor, provided that, in the case of any involuntary case or proceeding, such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of fifteen (15) business days after the institution thereof;
- f) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the assets of the Pledgor and in any case such foreclosure, retention, proceeding or enforcement shall continue in effect and not be released or discharged for more than fifteen (15) business days after the institution thereof;
- g) in the opinion of RBC (acting reasonably), information comes to RBC's attention with respect to the Corporation which materially and adversely affects RBC's rights and remedies under this Agreement; or

h) the Pledgor is in default of any agreement between the Pledgor (alone or with others) and RBC.

7.2 During the period in which an Event of Default shall have occurred and be continuing:

a) the Pledgor shall no longer be entitled to enjoy or exercise any rights, benefits or entitlements with respect to the Pledged Shares including, but not restricted to, the right to vote the Pledged Shares and the right to receive any dividends or other distributions payable on or with respect to the Pledged Shares;

b) RBC shall have all of the rights and remedies with respect to the Collateral of a secured party under the *Personal Property Security Act* (Alberta) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted;

c) RBC shall have the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Shares as if RBC was the sole and absolute owner thereof (and the Pledgor agrees to take all such action as may be appropriate to give effect to such right);

d) RBC in its discretion may demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Shares; and

e) RBC may, upon five (5) business days' prior written notice to the Pledgor of the time and place, with respect to any or all of the Pledged Shares, sell, assign or otherwise dispose of all or any of the Pledged Shares, at such place or places as RBC deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and RBC, its assignees hereunder or anyone else may be the purchaser, assignee or recipient of any or all of the Pledged Shares so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Pledgor or the Corporation, any such demand, notice and right or equity being hereby expressly waived and released. RBC may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

7.3 The Pledgor recognizes that, by reason of certain prohibitions contained in applicable securities laws, RBC may be compelled, with respect to any sale of all or any of the Pledged Shares, to limit purchasers to those who will agree, among other things, to acquire the Pledged Shares for their own account, for investment and not with a view to the distribution or resale thereof. The Pledgor acknowledges that any such private sales may be at prices and on terms less favourable to RBC than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that RBC shall have no obligation to engage in public sales and no obligation to delay the sale of any or all of the Pledged Shares for the period of time necessary to permit the Corporation thereof to register it for public sale.

7.4 It is further agreed that RBC shall not be obliged to exhaust its recourses against the Pledgor or any other party or against any other security it may hold before realizing on or otherwise dealing with the Collateral. RBC may realize on the Collateral in such manner as it considers desirable, and RBC may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any and all of the Pledged Shares up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with the Pledgor

and the Collateral, as RBC may see fit, without prejudice to the right of RBC to hold, deal with and realize on the Collateral in any manner which RBC considers desirable.

7.5 The Pledgor hereby irrevocably appoints RBC or any representative of RBC designated in writing by RBC to be the attorney of the Pledgor in order to execute any deeds, transfers, conveyances, assignments or documents in the name and on behalf of the Pledgor which the Pledgor should have executed under this Agreement, in order to take any actions in the name and on behalf of the Pledgor which the Pledgor should have taken under this Agreement and in order to enforce or realize upon the security constituted by this Agreement. This power of attorney shall be deemed to be a power coupled with an interest.

7.6 Without restricting the generality of Section 7.5 of this Agreement, the Pledgor hereby irrevocably appoints RBC or any representative of RBC designated in writing by RBC to be the attorney of the Pledgor in order to sell all or any part of the Pledged Shares and to deliver good and sufficient title to the Pledged Shares and any such sale shall be a perpetual bar in law and in equity against the Pledgor and all persons claiming all or any portion of the Pledged Shares from, through or under the Pledgor. This power of attorney shall be deemed to be a power coupled with an interest.

7.7 The remedies, rights and powers of RBC are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of RBC. No exercise of or failure to exercise any remedies, rights or powers of RBC and no delay or omission in such exercise shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

ARTICLE 8 - EXERCISE OF RIGHTS

8.1 Until (but not after) the occurrence of an Event of Default, the Pledgor shall be entitled to exercise the voting rights attached to the Pledged Shares.

8.2 The Pledgor shall be entitled to pay dividends on the Pledged Shares and make other distributions provided that:

a) no such dividends or distributions shall be paid after the occurrence of an Event of Default; and

b) no such dividends or distributions shall be paid if such payment could be reasonably expected to cause (directly or indirectly) a breach of one or more of the Corporation's financial covenants with RBC.

For greater certainty, any dividends or distributions paid by the Pledgor in compliance with this Section 8.2 shall be deemed to be released from the security constituted hereby.

ARTICLE 9 - INFORMATION

9.1 RBC shall have no duty or responsibility to forward any notice received by it regarding any or all of the Pledged Shares or as regards to voting in respect thereof or as regards to any subscription, conversion or other rights in respect thereof, or as regards any merger, consolidation, reorganizations, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any securities in connection therewith or otherwise, nor shall RBC be under any duty to investigate or participate therein or take any action in connection therewith except in accordance with written instructions from the Pledgor and upon such indemnity and provision for expense as RBC may require.

ARTICLE 10 - DISCHARGE OF AGREEMENT

10.1 On or after all Obligations having been repaid or satisfied in full to RBC's reasonable satisfaction and provided that the security constituted by this Agreement has not become enforceable, RBC shall, upon the written request and at the expense of the Pledgor, redeliver the Pledged Shares to the Pledgor, deliver this Agreement to the Pledgor and execute and deliver to the Pledgor such deeds or other documents as shall be required to release and discharge this Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 Time shall be of the essence of this Agreement.

11.2 The Pledgor shall, at the request of RBC and at the expense of the Pledgor, execute and deliver any further documents and do all acts and things as RBC may reasonably require to carry out the true intent and meaning of this Agreement.

11.3 Nothing in this Agreement shall modify or amend the terms or conditions of any other agreement between RBC and the Pledgor (alone or with others) or any security or guarantee granted in favour of RBC.

11.4 This Agreement shall enure to the benefit of and be binding upon the Pledgor and its successors and permitted assigns.

11.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada in force therein. The parties hereto agree that the courts of the Province of Alberta shall have the non-exclusive jurisdiction to determine all disputes and claims arising between the parties with respect to this Agreement.

11.6 This Agreement supersedes all prior negotiations and proposals, whether oral or written, with respect to the subject matter of this Agreement.

11.7 Any notice required to be given by RBC under the terms of this Agreement may effectively be given by RBC by posting such notice by prepaid registered mail, directed to the Pledgor at 29 Industrial, Box 1660, Inuvik, Northwest Territories, X0E 0T0, or at such other existing address as the Pledgor may provide in writing to RBC in lieu thereof.

11.8 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.9 No term or provision of this Agreement may be amended except by an instrument in writing signed by the Pledgor and RBC.

11.10 RBC may waive any breach by the Pledgor of any of the provisions contained in this Agreement or any default by the Pledgor in the observance or performance of any covenant, agreement or condition required to be kept, observed or performed by the Pledgor under this Agreement provided that such waiver shall not be effective unless expressed in writing and provided that no act or omission by RBC in respect of such breach or default shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or to affect the rights of RBC resulting from such subsequent breach or default.

11.11 Unless otherwise provided in this Agreement, any reference in this Agreement to dollars shall be to Canadian dollars.

11.12 The Pledgor shall not be entitled to assign the Pledgor's rights or obligations under this Agreement to any party without the prior written consent of RBC.

11.13 Unless otherwise provided in this Agreement, all representations, warranties, agreements and covenants set forth in this Agreement shall survive the execution of this Agreement.

11.14 No postponement or partial release or discharge of the pledge, mortgage, lien and charge created under and secured by this Agreement in respect of all or any portion of the Collateral shall in any way operate or be construed as a release or discharge of the security constituted by this Agreement or as a release or discharge of the Pledgor from its liability to RBC to pay the Obligations due or remaining unpaid by the Pledgor to RBC.

11.15 The security constituted by this Agreement is in addition to, and not in substitution for, any other security now or hereafter held by RBC.

11.16 The taking of any actions or proceedings or refraining from so doing, or any other dealing with any other security for the indebtedness shall not release or affect the security constituted by this Agreement and shall not operate as a merger of the Obligations or any other security held by RBC.

11.17 The security constituted by this Agreement shall not merge with or effect a merger of any other guarantees, indemnities or securities held by RBC and RBC shall be under no obligation to marshal in favour of the Pledgor any securities, moneys or assets which RBC may be entitled to receive.

11.18 With respect to any portion of the Obligations which is payable in a currency other than Canadian currency (the "Foreign Currency Obligation"), the following provisions shall apply:

a) payment hereunder with respect to the Foreign Currency Obligation shall be made in immediately available funds in lawful money of the jurisdiction in the currency of which the Foreign Currency Obligation is payable (the "Foreign Currency") in such form as shall be customary at the time of payment for settlement of international payments in Vancouver, British Columbia, without set-off, compensation or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges and withholdings with respect thereto;

b) the Pledgor shall hold RBC harmless from any loss incurred by RBC arising from any change in the value of Canadian currency in relation to the Foreign Currency between the date the Foreign Currency Obligation becomes due and the date of payment thereof; and


c) if, for the purpose of obtaining judgment in any court, it is necessary to convert a sum due hereunder in the Foreign Currency into Canadian funds ("Canadian dollars"), then the rate of exchange used shall be that at which in accordance with normal banking procedures RBC could purchase the Foreign Currency with Canadian dollars on the business day preceding that on which final judgment is given.

The obligation of the Pledgor in respect of any Foreign Currency Obligation due by it to RBC hereunder shall, notwithstanding any judgment in Canadian dollars, be discharged only to the extent that on the business day following receipt by RBC of any sum adjudged to be so due in Canadian dollars RBC may in accordance with normal banking procedures purchase the Foreign Currency with Canadian dollars; if the amount of the Foreign Currency so purchased is less than the sum originally due to RBC in the Foreign Currency the Pledgor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify RBC against such loss and if the Foreign Currency purchased exceeds the sum originally due to RBC in the Foreign Currency RBC agrees to remit such excess to the Pledgor to the extent the Pledgor is entitled thereto.

ARTICLE 12 - EXECUTION

12.1 This Agreement has been executed by the Pledgor as of the 15 day of April, 2013.

**EXECUTED AND DELIVERED BY
DOWLAND CONTRACTING LTD.
IN THE PRESENCE OF:**



Witness

DOWLAND CONTRACTING LTD.

Per: 

Per: _____

**SHARE TRANSFER
POWER OF ATTORNEY**

For value received, the undersigned (the "Transferor") hereby assigns and transfers to The Royal Bank of Canada (the "Transferee") all of the Transferor's right, title and interest in and to, and all rights and benefits of the Transferor with respect to the _____ (the "Transferred Shares") in Dowland Construction, Inc., held by the Transferor and represented by share certificate no. _____.

The Transferor undertakes and agrees to execute and deliver all such further agreements, instruments and documents and to do all such further acts and things as the Transferee may reasonably require to transfer the Transferred Shares to the Transferee.

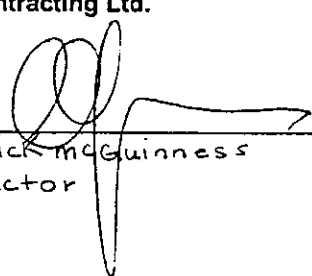
For value received, the Transferor hereby constitutes and appoints any officer and/or director of the Transferee as the Transferor's true and lawful attorney, irrevocably, for and in the name and stead of the Transferor to transfer the Transferred Shares to the Transferee, and for that purpose to make and execute all necessary acts of assignment and transfer thereof and to substitute one or more persons with like full power, the Transferor hereby ratifying and confirming all that such attorney or substitutes shall lawfully do by virtue hereof.

This stock transfer power of attorney is coupled with an interest and shall be irrevocable, and shall not be terminated by the insolvency, bankruptcy, winding-up, liquidation or dissolution of the Transferor, or any shareholder thereof.

This stock transfer power of attorney shall be binding upon the heirs, administrators, executors, legal representatives, successors and assigns of the Transferor, shall enure to the benefit of the successors and assigns of the Transferee and all attorneys appointed pursuant hereto, shall be governed by and construed in accordance with the laws of the Province of Alberta and shall be treated in all respects as an Alberta contract.

DATED as of the 15 day of April, 2013.

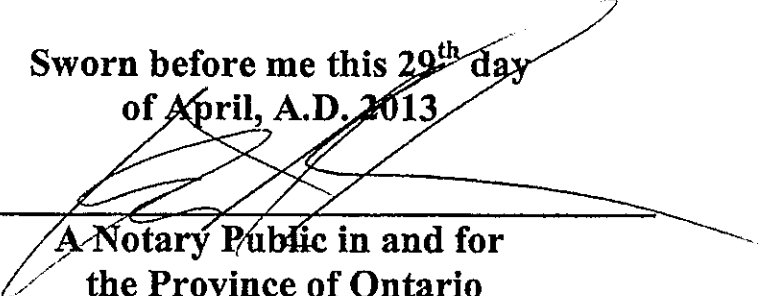
Dowland Contracting Ltd.

Per: 
Name: Patrick McGuinness
Title: Director

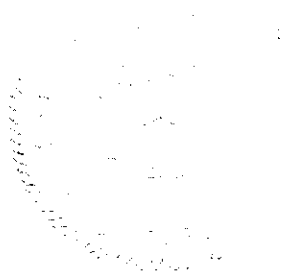
Per: _____
Name: _____
Title: _____

**This is Exhibit "W" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**


**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler





RECEIVED
AS IS

RBC Royal Bank VISA® Business Card Agreement

E-FORM 80450 (09/2010)

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. What the Words Mean: In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and "us" mean the person or entity which has signed or submitted the Application and/or this Agreement, and;

"you" and "your" mean Royal Bank of Canada and companies under RBC Financial Group®.

Please also remember that in this Agreement and the Disclosure Statement;

"Account" means the RBC Royal Bank VISA Business Card account you have opened in a Cardholder's name to which Debt is charged;

"Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

"Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

"Agreement" means this VISA Business Card Agreement and all annexes attached to this VISA Business Card Agreement;

"Application" means the request made to you for the Account and each Card.

"Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

"Card" means any VISA Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

"Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at our the request of an Authorized Person under this Agreement;

"Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, VISA Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

"Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

"Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time.

"Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;

"Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

"Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

"Interest Rate (Cash Advances including VISA Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

"Interest Rates" mean, collectively, the Interest Rate (Cash Advances including VISA Cheques) and the Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees);

"Liability Waiver Program" means the RBC Royal Bank VISA Liability Waiver program in force from time to time, a current copy of which is annexed to this Agreement;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement;

"Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in

2. General Terms of Agreement:

This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior VISA Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our VISA Business Accounts. It together with our VISA Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We must promptly give you up-to-date credit and financially-related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. Account Opening/Card Issuance and Renewal:

You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. Account and Card Use:

A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose. You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. Account and Card Ownership:

You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.

6. Lost or Stolen Card:

We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

- a. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions, and
- b. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions. Account Statement to the Cardholder on which that excess appears.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

7. Card Cancellation/Revocation or Suspension of Use:

We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 6, we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

8. Limits:

You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if

you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account. If the transaction you refuse to authorize is a Visa Cheque drawn on an Account for an amount that exceeds the Credit Limit of an Account, an NSF/dishonoured Visa Cheque fee will be charged to the Account.

9. Liability for Debt:

Subject to Sections 6. and 7., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

10. Making Payments:

It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments through your telephone or online banking services or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATM's in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at www.cdnpay.ca.

11. Payment of Debt:

- a. Subject to sub-Sections 11(b), 11(c) and Section 20., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.
- b. Subject to Subsection 11.c. and Section 20., we must make a payment of the lesser of \$10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any past-due amounts will continue to be included in our Minimum Payment amount.
- c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.
- d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order for us to comply with our obligations under this Section.
- e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 14. and Card privileges may be revoked or suspended by you under Section 7.
- f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for Visa Classic and 17 days for Visa Avion). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

12. Interest Charges:

- a. *Interest-Free Purchase and Interest-Free Fee:* We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.
- b. *Interest-Bearing Balance:* We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in sub-Section 12.(c):

You will charge us interest:

- i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- ii. on the amount of each Cash Advance (including VISA Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. Interest Calculation: The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and VISA Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

13. Payment Allocation:

When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

14. Fees:

We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.

15. Banking Machines:

A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.

16. Debt Incurred Without a Card:

If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.

17. Transfer of Your Rights:

You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.

18. Changes to Disclosure Statement:

You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

19. Changes to Agreement:

You may change this Agreement periodically. Subject to Section (8), we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

20. Termination:

- a. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.
- b. The occurrence of any one of the following events has the effect of putting us in default and you may terminate this Agreement at once without giving us any notice, if:
 - i. we become insolvent or bankrupt,
 - ii. someone files a petition in bankruptcy against us,
 - iii. we make an unauthorized assignment for the benefit of our creditors,
 - iv. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
 - v. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
 - vi. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws or we commit an act of bankruptcy,

- vii. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
- viii. we make any statement or representation to you that is untrue in any material respect when made, or
- ix. ~~there is, in your opinion, a material adverse change in our financial condition.~~

c. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused VISA Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

- i. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
- ii. all costs and expenses you incur in reclaiming any Card.

21. RBC Rewards:

If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at www.rbc rewards.com and are subject to change without notice.

22. Special Offers:

You may make special offers to us or any Cardholder from time to time, including offers that may lower the interest rate (Cash Advances including VISA Cheques) for a period of time. If you do make such offers they shall be subject to the terms and conditions of this Agreement together with any additional terms and conditions which will be included with the offer. Use of any VISA Cheques or otherwise taking advantage of the special offer by us or any Cardholder shall constitute acceptance to the terms and conditions of this Agreement and of any additional terms and conditions provided with the offer. At the end of the special offer, the terms and conditions of the special offer shall be terminated and the terms and conditions of this Agreement, including those related to Interest Rate (Cash Advances, including VISA Cheques) shall continue to apply.

23. Problems With a Purchase:

You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

24. Account Statements, Verification and Disputes:

You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process

statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly.

We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

25. Authorized Person:

Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

26. Exchange of Information Between You and Us:

Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

27. Electronic Communication:

We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including, over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

28. Protecting Our Privacy:

You may from time to time,

- a. collect financial and other information about us such as:
 - i. information establishing our identity (for example: name, address, phone number, date of birth, etc.)

and our personal background;

- ii. information related to transactions arising from our relationship with and through you, and from other financial institutions;
- iii. information we provide on an application for any of your products and services;
- iv. information for the provision of products and services; and
- v. information about financial behaviour such as our payment history and credit worthiness.

You may collect and confirm this information during the course of your relationship. You may obtain this information from a variety of sources, including from us; from service arrangements we make with or through you; from credit reporting agencies and other financial institutions; from registries; from references we provide to you, and from other sources, as you deem appropriate.

We acknowledge receipt of notice that from time to time reports about us may be obtained by you from credit reporting agencies.

b. *This information may be used from time to time for the following purposes:*

- i. to verify our identity and investigate our personal background;
- ii. to open and operate our account(s) and provide us with products and services we may request;
- iii. to better understand our financial situation;
- iv. to determine our eligibility for products and services you offer;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to us any benefit, feature and other information about products and services we have with you;
- vii. to help you better manage your business and your relationship with us;
- viii. to operate the Visa Card System;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

c. *For the purposes outlined in (b) above, you may:*

- i. make this information available to your employees, your agents and service providers, who are required to maintain the confidentiality of this information;
- ii. share this information with other financial institutions; and
- iii. give credit, financial and other related information to credit reporting agencies who may share it with others.

Upon our request, you may give this information to other persons.

You may also use this information and share it with other companies under RBC Financial Group (i) to manage your risks and operations and those of other companies under RBC Financial Group, (ii) to comply with valid requests for information about us from regulators and other persons who have a right to issue such requests, and (iii) to let other

companies under RBC Financial Group know our choices under subsection (d) "Other Uses of Our Personal Information" for the sole purpose of honouring our choices. If you have our Social Insurance Number, you may use it for tax related purposes if we hold a product generating income and share it with the appropriate government agencies, and you may also share it with credit reporting agencies as an aid to identify us.

d. *Other Uses of Our Personal Information*

- i. You may use this information to promote your products and services, and promote products and services of third parties you select, which may be of interest to us.
- ii. You may also, where not prohibited by law, share this information with other companies under RBC Financial Group for the purpose of referring us to them or promoting to us products and services which may be of interest to us. We acknowledge that as a result of such sharing they may advise us of those products or services provided.
- iii. If we also deal with other companies under RBC Financial Group, you may, where not prohibited by law, consolidate this information with information they have about us to allow you and any of them to manage our relationship with companies under RBC Financial Group and your business.

We understand that you and each company under RBC Financial Group are separate, affiliated corporations. Other companies under RBC Financial Group include your affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

We may choose not to have this information shared or used for any of these other uses by contacting you as set out below, and in this event, we will not be refused credit or other services just for that reason. You will respect our choices and as mentioned above, our choices will be communicated to companies under RBC Financial Group to ensure that they are respected.

6. *Our Right to Access Our Personal Information:* We may obtain access to the information you hold about us at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about your privacy policies or to request that the information not be used for any or all of the purposes outlined in subsection (d) "Other Uses of Our Personal Information" we may do so now or at any time in the future by:

- i. contacting your branch or
- ii. calling us toll-free at:

1-800-ROYAL (1-800-765-2511)

f. *Our Privacy Policies:* We may obtain more information about your privacy policies by asking for a copy of your Straight Talk® brochure about privacy, by calling you at the toll-free number shown above or by visiting your web site at www.rbc.com/privacy

29. *Liability Waiver Program.*

The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to

waive, in accordance with the Liability Waiver Program, our liability under Section 9. for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.

30. Counterparts:

This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.

31. Governing Law:

This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside

Signed as of the 24 day of October, 2011
Month Year

Canada) and the applicable laws of Canada.

32. Complete Agreement, etc.:

This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

DOWLAND INDUSTRIAL WORKS LTD.

Customer Legal Name

Per: _____

Name: **PATRICK MCGUINNESS**
Title: **PRESIDENT/CEO**

Per: _____

Name:
Title:

Per: _____

Name:
Title:

Per: _____

Name:
Title:

(*) /WE have authority to bind the Corporation.)

VISA® DISCLOSURE STATEMENT

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.

2. **Interest Rates:** The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.

3. **Annual Fee**:**

VISA Business: \$12.00 for each VISA Business Card.

VISA Business Gold: \$40.00 for each VISA Business Gold Card.

VISA Business Platinum Avion: \$120.00 for the first VISA Business Platinum Avion Card opened by you and \$50.00 for each supplementary VISA Business Platinum Avion card opened by you.

** Annual fees are not refundable

4. **Other Fees:** The following schedule of fees applies to the Account:

a. **Cash Advance Fee:** When we obtain a cash advance on our Account in Canada at a banking machine, at one of your branches in Canada or by using RBC Royal Bank Online or Telephone Banking, a \$3.50 fee for each transaction will be charged to our Account. If the transaction occurs outside Canada, a \$5.00 fee will be charged each time. Cash Advance Fees apply to cash-like transactions.

b. **Dishonoured Cheque Fee:** \$40.00 for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn. (This charge is in addition to any dishonoured cheque fee charged by that financial institution on the dishonoured cheque or other instrument.)

c. **Statement Update Fee:** No charge for a copy of Account Statement for a current statement period; \$5.00 for a copy of Account Statement for any other statement period. A \$1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

d. **Sales/Cash Advance Draft Copy Fee:** No charge for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; \$2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

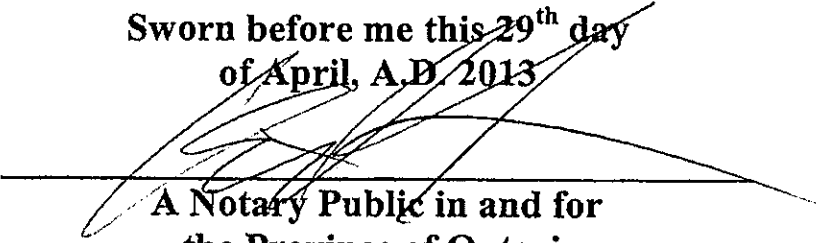
e. **Overlimit Fee:** \$25.00 if the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement.

5. **Foreign Currency Transaction:** You will bill us in Canadian currency. If any Debt or other transaction is not incurred in Canadian dollars you will convert our charges into Canadian dollars at your exchange rate which is 2.5% over the exchange rate set by Visa International, in effect at the time you post the converted Debt or other transaction to the Account.

You will show the exchange rate for each transaction on our Account. If we are paying interest on our Account, interest will also be charged on the full value of our foreign Debt or other transaction, as determined using our exchange rate.

**This is Exhibit "X" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



GUARANTEE AND POSTPONEMENT OF CLAIM

E-FORM 812 (06/2011)
RETENTION - M

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by DOWLAND CONTRACTING LTD. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$10,000,000.00 Ten Million Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.
- (7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.
- (8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.
- (9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument.
- (10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.
- (11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.
- (12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.
- (13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable
in all
P.P.S.A.
Provinces
except
Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED at Edmonton, Alberta this Nov 18 2011
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

DOWLAND INDUSTRIAL WORKS LTD.

Witness

Witness

Witness

Witness

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at _____ this _____ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor to sign in presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)**

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(FOR BANK USE ONLY)

Account Number	
File Name	

E-FORM 222 (06/2011)
RETENTION - M

DOWLAND INDUSTRIAL WORKS LTD. (the "Guarantor")

RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to DOWLAND CONTRACTING LTD. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of \$ 10,000,000.00 Ten Million Dollars together with interest from the date of demand for payment at the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five per cent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim on the form attached, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee/Suretyship and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by Patrick McGuinness - President
(IDENTIFY BY NAME AND TITLE)

and _____
(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee/Suretyship and Postponement of Claim so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the Branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this Nov 18 2011 as witness, where required by law, under the corporate seal of the Guarantor.
(MONTH) (DAY) (YEAR)

(FOR BANK USE ONLY)

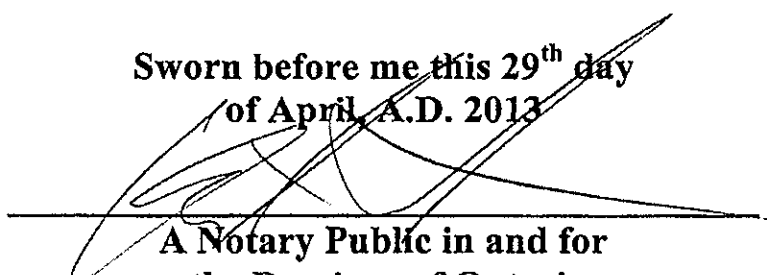
INITIALS	
Prepared by	Checked by
SB	

(Corporate Seal where required by law)

Secretary

**This is Exhibit "Y" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



812
M/E
1979 01 25 10:11
MONTREAL

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guaranteed payment on demand to Royal Bank of Canada hereinafter named the "Bank" of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by DOWLAND CONTRACTING LTD hereinafter called the "Customer" to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety such debts and liabilities being hereinafter named the "Liabilities"; the liability of the undersigned hereunder being limited to the sum of \$24,345,000.00 Twenty-Four Million Three Hundred Forty-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum is added from time to time plus 5.00% Five percent per annum is added after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM IF MORE THAN ONE HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, remissions, extensions, indulgences, releases and discharges to, take securities (which and as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank or releasing or otherwise, and other guarantees) from and give the same and any of its estate securities up to, obtain from issuing securities from, or receiving securities of, release or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities in the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or restricting the liability of the undersigned under this guarantee, and no use of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or restrict the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the liabilities, and it shall apply to and secure any future advance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time have before being entitled to payment from the undersigned of the liabilities. The undersigned irrevocably to all intents of discussion and decision.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank, receiving this instrument, with effect from and after the date that a 10 days following the date of receipt by the Bank of such notice, determine then or from time to time under this guarantee in respect of liabilities hereafter incurred or being but not in respect of any liabilities heretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on requirements express or implied made prior to the receipt of such notice and any resulting liabilities shall be covered by this guarantee; and provides further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liabilities, present and future, of the Customer to the undersigned or any of them shall be jointly assigned to the Bank and postponed to the liabilities, and all monies received by the undersigned or any of them in respect thereof shall be received and paid for the Bank and for the satisfaction of its liabilities to the Bank, the

RECEIVED AS IS

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee, and this assignment and postassignment is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "assignee", as previously defined, for purposes of the postassignment feature provided by it is equipment, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any interest of credit.

3. The purchase and agreement shall not be affected by the death or loss or termination of liability of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or partners, or by the dissolution of the Customer's business by a corporation or by any change whatsoever in the objects, capital structure or constitution of the Customer or by the Customer's business being transferred with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

3. The Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security sales and payments received by the Bank from the Customer or from others or from others shall be regarded for all purposes as payments in full without any right on the part of the beneficiaries to claim in reduction of the liability under this Guarantee the benefit of any such dividends, compositions, proceeds or payments in any currency paid by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Guarantee.

4) All monies, advances, renewals, credits and credit facilities in fact borrowed or advanced from the Bank shall be deemed to form part of the liabilities, notwithstanding any lack or limitation of status or of power, inadequacy or hesitancy of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or credit entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities or for any other reason, failing to wit, the whole whereto herein to the Bank or AGC, any sum which may not be recoverable from the undersigned on the basis of a mortgage, or even if the assignment set out in the previous paragraph, or for any other reason, failing to wit, that he recoverable from the undersigned and each of them as sole or principal debtor in respect of these sums, and thus be paid to the Bank on demand with interest and accessories.

3. The guarantee is in addition to and not a substitution for any other guarantee, by whatsoever given, at any time by the Bank, and any present or future obligation to the bank, incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other company, whether being held or issued from the Guarantors, accepting any and active numbered for cancellation on delivery of this document.

14. The undersigned and each of them shall be jointly and severally liable between the Bank and the Customer, and the Bank shall have the right to collect immediately before demand by demand note the payment of any amount stated by the Bank and be collected by the undersigned and each of them as a personal liability in the amount shown on the date of the account or stated as due by the Customer to the Bank or amounts provided by the Customer to the Bank.

112 The defendant and applicant also by operating and having possession custody thereof and withdrawing the consideration thereof by any other prohibited signature or signatures, and possession of this instrument by the bank and its conclusive evidence against the makers does and each of them that this instrument was not obtained as a result of fraud in any respect and that the bank is not bound to pay the instrument and its proceeds and has been released from all claims in the face of terms of the instrument by the time such properly signed orders from the Manager of the bank in custody of the bank regarding this instrument is after calling out the terms and conditions under which the instrument was released and the conditions, if any, to be observed before a business day.

[illegible]

10. The respondents' answers are used merely to suggest the
 11. information that may be of interest to the IC and to help
 12. the IC in its decision-making process.

To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is payable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is domiciled or owns assets in Alberta.

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) Fabrizio de Guzman of Edmonton in the Province of Alberta, the guarantor in the guarantee dated July 17, 2012 between ROYAL BANK OF CANADA and Daniel Indurkha Investments Ltd., which this certificate is attached to or filed upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at Edmonton this 7/20/2012

SEAL OF NOTARY PUBLIC

ANDREW S. RICE
Barrister & Solicitor

STATEMENT OF GUARANTOR

I am the person named in the certificate

[Signature]
Signature of Guarantor

To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Customer or Guarantor is a "stranger" in Saskatchewan, or the Customer or Guarantor owns "joint" assets in Saskatchewan.

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of Alberta, the guarantor in the guarantee dated _____ between ROYAL BANK OF CANADA and _____ which this certificate is attached to or filed upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not disclosed any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and, and not otherwise permitted in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence

Given at _____ this _____ under my hand and seal of office

SEAL REQUIRED WHERE NOTARY
(N.B. S.O.N.S. CERT. PRELATE)

STATEMENT OF GUARANTOR

I am the person named in the certificate

114) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

115) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

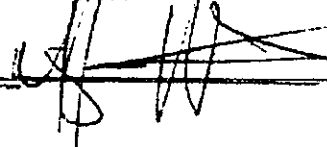
116) The Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

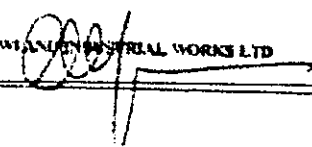
117) The Undersigned hereby acknowledges receipt of a copy of this agreement.

118) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Charge Statement registered by the Bank.

EXECUTED at Edmonton, AB on July 19, 1995

IN THE PRESENCE OF




MANTAN INDUSTRIAL WORKS LTD

Amount	
To	
By	

202
FROM 2020/01/20
TO 2020/01/20

**(DOWLAND INDUSTRIAL WORKS LTD (the "Guarantor")
RESOLUTION OF DIRECTORS**

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to DOWLAND CONTRACTING LTD (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank");

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of \$24,445,000.00 Twenty-Four Million Three Hundred Forty-Five Thousand Dollars together with interest from the date of demand for payment at the Bank's Prime Interest Rate per annum to be added from time to time plus 1.00% (The 2% per cent fee amount);

For the purposes hereof (where applicable), Prime interest rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by posturing all debts and claims, present and future, of the Guarantor against the Customer to the debt and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim on the form attached, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee/Postponement and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required).

By _____
CERTIFY BY NAME AND TITLE
and _____
CERTIFY BY NAME AND TITLE

with such alterations, additions, amendments and omissions as they may approve; and that the Guarantee/Postponement and Postponement of Claim so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing the Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor empowered in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor under the corporate seal where required, be given to the Branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a designation, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, containing documents, any unanimous resolutions, amendments made by the shareholders of the Guarantor and all other terms governing the Guarantee, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, renew, set or discharge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in any property of the Guarantor, owned or subsequently acquired, to secure the obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this 07/20/2012 as witness, where required by law, under the corporate seal of the Guarantor.

THE BANK OF CANADA	
Branch	
Address	

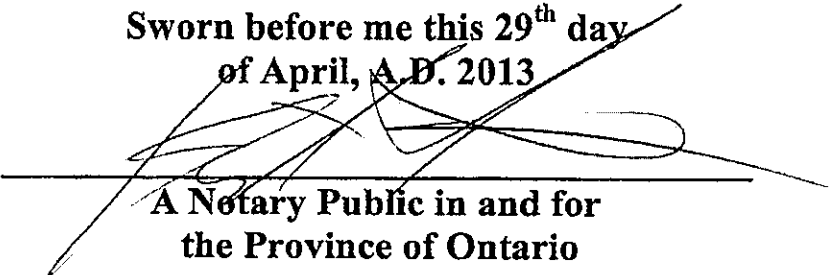
Signature

RECEIVED AS IS



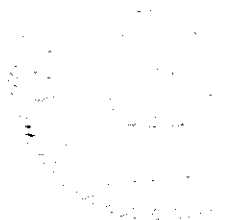
**This is Exhibit "Z" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA ("RBC")**, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situated) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR DOWLAND INDUSTRIAL WORKS LTD.			
ADDRESS OF BUSINESS DEBTOR 9820 - 44 AVE NW	CITY EDMONTON	PROVINCE AB	POSTAL CODE T6E 5E5

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 18 day of November, 2011.

DOWLAND INDUSTRIAL WORKS LTD.

WITNESS

WITNESS

Seal

BRANCH ADDRESS

EDMONTON COMM L
10117 JASPER AVE NW SUITE 301
EDMONTON AB
T5J 1W8

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

9820 44 AVE NW
EDMONTON, AB
T6E 5E5

2. Locations of Records relating to Collateral (if different from 1. above)

SAME AS ABOVE

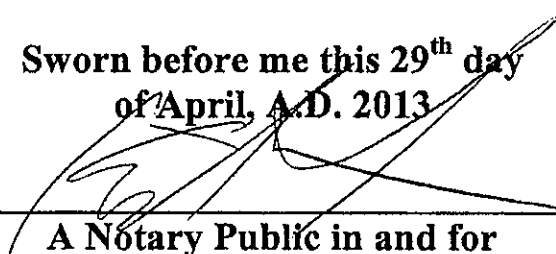
3. Locations of Collateral (if different from 1. above)

~~SAME AS ABOVE~~

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

**This is Exhibit "AA" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



Search ID#: Z04582736

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

29 10015 103 AVENUE
EDMONTON, AB T5J 0H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z04582736

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Registration Number: 11102116716

Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Oct-21

Registration Status: Current

Expiry Date: 2016-Oct-21 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

13031513641	Amendment	2013-Mar-15
13032011985	Amendment	2013-Mar-20
13032620885	Amendment	2013-Mar-26
13032807497	Amendment	2013-Mar-28
13040227839	Amendment	2013-Apr-02
13041029347	Amendment	2013-Apr-10

Debtor(s)

Block

Status

1 DOWLAND INDUSTRIAL WORKS LTD.
9820 44 AVE NW
EDMONTON, AB T6E 5E5

Current

Block

Status

2 6070 N.W.T. LIMITED
29 Industrial Road, P.O. Box 1660
Inuvik, NT X0E 0T0

Current by
13031513641

Block

Status

3 NCC DOWLAND CONSTRUCTION LIMITED
199 Bay St, Suite 2800, Commerce Court W
Toronto, ON M5L 1A9

Current by
13031513641

Block

Status

Search ID#: Z04582736

4 6070 N.W.T. LIMITED
PO Box 1734, House 2436
Iqaluit, NU X0A 0H0

Current by
13031513641

Block

Status

5 TERCON INDUSTRIAL WORKS LTD.
#202, 166 Oriole Road
Kamloops, BC V2C 4N7

Current by
13031513641

Block

Status

6 DOWLAND CONTRACTING LTD.
7028 56 Avenue
Edmonton, AB T6B 1E4

Current by
13032011985

Block

Status

7 DOWLAND CONSTRUCTION, INC.
601 W 5th Ave. Ste. 900
Anchorage, AK 99501

Current by
13032011985

Block

Status

8 MG LODGING INUVIK LTD.
802, 5201 50 AVE
YELLOWKNIFE, NT X1A 3S8

Current by
13040227839

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
180 Wellington St W BSC 3rd Fl
Toronto, ON M5J 1J1

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	240118405	2011	12 x 40 SKID OFFICE	MH - Mobile Home	Current By 13031513641
2	240119568	2011	12 x 40 SKID OFFICE	MH - Mobile Home	Current By 13031513641
3	5XYZUDLA6DG021474	2013	HYUNDAI SANTA FE SPORT MV	- Motor Vehicle	Current By 13031513641
4	H177B3400452	2002	HYSTER H65XM FORKLIFT	MV - Motor Vehicle	Current By 13031513641
5	1111	1995	CEMENT MIXER	MV - Motor Vehicle	Current By 13031513641
6	908150471	2002	BOMBARDIER BR 180	MV - Motor Vehicle	Current By 13031513641

Search ID#: Z04582736

7	908150590	2001	BOMBARDIER BR 180	MV - Motor Vehicle	Current By 13031513641
8	SLP550BA3E1015956	2003	JCB 550 LOADER	MV - Motor Vehicle	Current By 13031513641
9	DW544JZ593375	2004	JOHN DEERE 544S 4WD LOADE	MV - Motor Vehicle	Current By 13031513641
10	51902985	2002	BOBCAT S185 SKID STEER	MV - Motor Vehicle	Current By 13031513641
11	GS3246191	2002	GENIE SCISSOR LIFT	MV - Motor Vehicle	Current By 13031513641
12	4ZJSL141591001027	2009	TEREX AL40000 LIGHT TOWER	MV - Motor Vehicle	Current By 13031513641
13	JJG0274324	2000	CASE 580SL SERIES 2	MV - Motor Vehicle	Current By 13031513641
14	38G8211B	1978	HTC-50W LINKBELT MOBILE C	MV - Motor Vehicle	Current By 13031513641
15	11984	1111	SHOP BUILT TRAILER	TR - Trailer	Current By 13031513641
16	GS680342252	2000	GENIE SCISSOR LIFT	MV - Motor Vehicle	Current By 13031513641
17	11409189	1999	PROTEC BOXER 114 IR SMOO	TR - Trailer	Current By 13031513641
18	512265353	2001	BOBCAT SKIDSTEER LOADER M	MV - Motor Vehicle	Current By 13031513641
19	514450695	2002	BOBCAT SKIDSTEER LOADER M	MV - Motor Vehicle	Current By 13031513641
20	707327	1111	SKYJACK SCISSORLIFT MODEL	MV - Motor Vehicle	Current By 13031513641
21	00W21P223475	2001	LULL RCH FORKLIFT 8000 LB	MV - Motor Vehicle	Current By 13031513641
22	JCB5AKKGP61192813	2007	JCB 535-140 C/W ATTACHMEN	MV - Motor Vehicle	Current By 13031513641
23	JCB5AKKGP61192810	2007	JCB 535-140 C/W ATTACHMEN	MV - Motor Vehicle	Current By 13031513641
24	N6M438731	2006	CASE 445SSL C/W ATTACHMEN	MV - Motor Vehicle	Current By 13031513641
25	35005382	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031513641
26	35005847	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031513641
27	35005894	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031513641

Search ID#: Z04582736

28	35005891	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031513641
29	4ZJSL141181000567	2007	TEREX TRALER MOUNTED LIGH	TR - Trailer	Current By 13031513641
30	4ZJSL141381000568	2007	TEREX TRAILER MOUNTED LIG	TR - Trailer	Current By 13031513641
31	4ZJSL141581000569	2007	TEREX TRAILER MOUNTED LIG	TR - Trailer	Current By 13031513641
32	8BF00150	1988	CATERPILLAR D3G LGP CRAWL	MV - Motor Vehicle	Current By 13031513641
33	SLP550BA3E1015B59	2003	JCB LOAD ALL ZOOM LOADER	MV - Motor Vehicle	Current By 13031513641
34	ST06009	1111	OFFICE UNIT, SKID MOUNTED	MH - Mobile Home	Current By 13031513641
35	20188321	1111	NT WASHCAR	MH - Mobile Home	Current By 13031513641
36	T53AXAS	2005	ASI TS3AXAS COMPRESSOR	TR - Trailer	Current By 13031513641
37	20005109	2000	Office Trailer 12 x40	MH - Mobile Home	Current By 13031513641
38	240005221	1111	240005221	MH - Mobile Home	Current By 13031513641
39	ST06081	1111	Office Unit	MH - Mobile Home	Current By 13031513641
40	35007354	1111	LG 500 PLATE TAMPER	TR - Trailer	Current By 13031513641
41	4ZJSL141791001028	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
42	4ZJSL1419910011029	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
43	4ZJSL141591001030	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
44	4ZJSL141791001031	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
45	4ZJSL141991001032	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
46	4ZJSL141091001033	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
47	4ZJSL1412911001034	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031513641
48	4ZJSL141491001035	1111	TEEX AL4000 LIGHT TOWEF	TR - Trailer	Current By 13031513641

Search ID#: Z04582736

49	10640174	1974	TEXOMA RIG	TR - Trailer	Current By 13031513641
50	5760	1975	TEXOMA RIG	TR - Trailer	Current By 13031513641
51	1007144	1981	TEXOMA RIG	TR - Trailer	Current By 13031513641
52	71759	1989	GROVE 745 RT	TR - Trailer	Current By 13031513641
53	4ZJSL141691001036	1111	TEREX AL400 LIGHT TOWER	TR - Trailer	Current By 13031513641
54	167246	2000	INGERSOL RAND ZOOM BOOM	TR - Trailer	Current By 13031513641
55	R1044Y103	1111	REIMER MIXER	TR - Trailer	Current By 13031513641
56	C08735	1982	SCHRAMM T985	TR - Trailer	Current By 13031513641
57	43146	2005	SKYJACK SCISSORLIFT 8841G	TR - Trailer	Current By 13031513641
58	T00320A126378	2006	JOHN DEER SKID STEER LOAD	MV - Motor Vehicle	Current By 13031513641
59	16686	2000	GENIE Z45/25 MANLIFT	MV - Motor Vehicle	Current By 13031513641
60	GS3246178	2003	GENIE SCISSOR LIFT GS26/3	MV - Motor Vehicle	Current By 13031513641
61	43096	2006	SKYJACK SCISSOR LIFT SJ88	MV - Motor Vehicle	Current By 13031513641
62	40000022	2006	SKYJACK SCISSOR LIFE SJ88	MV - Motor Vehicle	Current By 13031513641
63	43488	2006	SKYJACK SCISSOR LIFT SJ84	MV - Motor Vehicle	Current By 13031513641
64	Z452509A39107	2009	GENIE LIFT Z45/25J MAN LI	MV - Motor Vehicle	Current By 13031513641
65	Z452509A39109	2009	GENIE LIFT Z45/25J MAN LI	MV - Motor Vehicle	Current By 13031513641
66	GTH1009A13696	2009	GENIE ZOOM BOOM	MV - Motor Vehicle	Current By 13031513641
67	N8M483479	2009	CASE 440 CT SKIDSTEER	MV - Motor Vehicle	Current By 13031513641
68	N8M492494	2009	CASE 440 SSL SKIDSTEER	MV - Motor Vehicle	Current By 13031513641
69	550GA4E1039853	2004	JCB 550 ZOOM BOOM	MV - Motor Vehicle	Current By 13031513641

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

70	M02415923	2011	11x32 SK/LAVATORY TN2349	MH - Mobile Home	Current By 13031513641
71	126009263610	2010	12x60 SKID OFFICE TN1744	MH - Mobile Home	Current By 13031513641
72	105207149508	2008	10X52 OFFICE TN1744	MH - Mobile Home	Current By 13031513641
73	IST040	1111	8 X 13 INS. SWG TANK ISTO TR	- Trailer	Current By 13031513641
74	103209260110	1111	10X32 MOVILE OFFICE TN223	MH - Mobile Home	Current By 13031513641
75	J0805102	2008	10X52 FIELD OFFICE	MH - Mobile Home	Current By 13031513641
76	10520682607	2007	10X52 OFFICE TN1347	MH - Mobile Home	Current By 13031513641
77	102111416012	2012	10X21 SK LAVATORY TN2574	MH - Mobile Home	Current By 13031513641
78	IST102	1111	8X13 INS. SWGE TANK IST10	TR - Trailer	Current By 13031513641
79	1FD0W4HT1BEC26943	2011	FORD F450	MV - Motor Vehicle	Current By 13031513641
80	AWP1273051	1111	GENIE Manlift 40 Persona	MV - Motor Vehicle	Current By 13032011985
81	1GT220CG6DZ147774	2012	Gmc Sierra 250	MV - Motor Vehicle	Current By 13032011985
82	1FT7W28098E08285	2011	F250 c/c XLT Ford	MV - Motor Vehicle	Current By 13032011985
83	1FT7W2B67CEB11579	2012	F250 c/c XLT Ford	MV - Motor Vehicle	Current By 13032011985
84	CPX78432	1111	36 X60 Skid Office Compl	MH - Mobile Home	Current By 13032011985
85	2583RRT050208	2008	10 x28 Skidded Office/Lu	MH - Mobile Home	Current By 13032011985
86	622235	1111	John Deere 544K Wheel Loa	MV - Motor Vehicle	Current By 13032011985
87	1C6RD7FP3CS121646	2012	Dodge Ram Truck 1500 ST 4	MV - Motor Vehicle	Current By 13032011985
88	1FTFW1EV4AFA65693	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032011985
89	1FTFW1EV2AFC24999	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032011985
90	1FTFW1EV0AFA65691	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032011985

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

91	SLK09234	2009	CAT 257B2	MV - Motor Vehicle	Current By 13032011985
92	5501001	1111	CAT 972G 96 Forks and Ca	MV - Motor Vehicle	Current By 13032011985
93	CATTH460VSLF02861	1111	CAT Telescoping Forklift	MV - Motor Vehicle	Current By 13032011985
94	CJF0055977	1111	580 M Case Backhoe c/w Bu	MV - Motor Vehicle	Current By 13032011985
95	1FT8W3BT4BEA00941	2011	Ford F-350 4x4 Crewcab	MV - Motor Vehicle	Current By 13032011985
96	1FT8W3BT6BEA00942	2011	Ford F-350 4x4 Crewcab	MV - Motor Vehicle	Current By 13032011985
97	BB1005509410E	1111	Zoom Boom	MV - Motor Vehicle	Current By 13032011985
98	1E9DE4020AA283023	1111	Mobile Office	MH - Mobile Home	Current By 13032011985
99	3BKHHM5H1BF946796	2011	Kenworth WT-01 Welding Tr	MV - Motor Vehicle	Current By 13032011985
100	1GTHK23U06F263005	2006	GMC Sierra K2500	MV - Motor Vehicle	Current By 13032620885
101	1GT120CGXCF118629	2012	GMC SIERRA 2500	MV - Motor Vehicle	Current By 13032620885
102	1FTNW20L9YED64460	2000	FORD F25 CREW CAB	MV - Motor Vehicle	Current By 13032620885
103	3GTEC14X66G258845	2006	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032620885
104	2HUYK16507H002421	2007	HONDA RIDGELINE	MV - Motor Vehicle	Current By 13032620885
105	2CKDL73F576228944	2007	PONTIAC TORRENT	MV - Motor Vehicle	Current By 13032620885
106	2CKDL43FX86055891	2008	PONTIAC TORRENT	MV - Motor Vehicle	Current By 13032620885
107	2G4WF582881349091	2008	BUICK ALLURE	MV - Motor Vehicle	Current By 13032620885
108	1FMCU9DG3AKC80768	2010	FORD ESCAPE	MV - Motor Vehicle	Current By 13032620885
109	1FTYR44U58PA25296	2008	FORD RANGER	MV - Motor Vehicle	Current By 13032620885
110	1FT8W3B68BEA27666	2011	FORD KING RANCH	MV - Motor Vehicle	Current By 13032620885
111	3GTRKUEA4AG125008	2010	GMC 1500 CREW CAB	MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

112	1FMCU9D79CKB59584	2012	FORD ESCAPE XLT 4WD	MV - Motor Vehicle	Current By 13032620885
113	3D7LS38C55G820557	2005	DODGE RAM	MV - Motor Vehicle	Current By 13032620885
114	2GTEK13T071136459	2007	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032620885
115	1GCEK14C19Z111823	2009	CHEVY 1500 4 X 4	MV - Motor Vehicle	Current By 13032620885
116	1FTWW3B51AEB21806	2010	FORD F-350 CREW CAB	MV - Motor Vehicle	Current By 13032620885
117	1GAHG39U071202548	2007	CHEVY EXPRESS 3500	MV - Motor Vehicle	Current By 13032620885
118	1FBNE3BL5ADA21635	2010	FORD ECONOLINE E-350 VAN	MV - Motor Vehicle	Current By 13032620885
119	1FT7W28098E082785	2011	FORD F250 4 x 4 CREW CAB	MV - Motor Vehicle	Current By 13032620885
120	1FTPW14V29FA43886	2009	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032620885
121	1FTFW1EV9AFA41583	2010	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032620885
122	1FTFW1EF5BFB27161	2011	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032620885
123	1FDJS34M0RHB89417	1994	FORD F-350	MV - Motor Vehicle	Current By 13032620885
124	1FBSS31S0SHA57400	2005	FORD ECONOLINE VAN	MV - Motor Vehicle	Current By 13032620885
125	1FBSS31S01HB11448	2001	FORD E350	MV - Motor Vehicle	Current By 13032620885
126	1FTSW2B57AEB18885	2010	FORD F250	MV - Motor Vehicle	Current By 13032620885
127	1GTHK29U073117430	2007	GMC SIERRA	MV - Motor Vehicle	Current By 13032620885
128	1FDKF38FXVEA50086	1997	FORD	MV - Motor Vehicle	Current By 13032620885
129	1GTHK29102E221835	2002	GMC SIERRA	MV - Motor Vehicle	Current By 13032620885
130	1FTNF21L3YED27144	2000	FORD F250	MV - Motor Vehicle	Current By 13032620885
131	1FT7W2B60BEC82785	2011	FORD F-250	MV - Motor Vehicle	Current By 13032620885
132	1FTSX21598EE35026	2008	FORD F-250	MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

133	1FRSW2B58A3E01185	2010	FORD 250 CREW CAB XLT	MV - Motor Vehicle	Current By 13032620885
134	1GNCT18X15K112188	2005	CHEV BLAZER	MV - Motor Vehicle	Current By 13032620885
135	1GTHK33K78F105560	2008	GMC SIERRA 3500	MV - Motor Vehicle	Current By 13032620885
136	2GC3K13M081158231	2008	CHEVY SIL 1500	MV - Motor Vehicle	Current By 13032620885
137	1GAHG39U931171228	2003	CHEV EXPRESS 3500	MV - Motor Vehicle	Current By 13032620885
138	3GTRKUEA1AG139545	2010	GMC SIERRA	MV - Motor Vehicle	Current By 13032620885
139	1FTWX31509EA02851	2009	FORD F350 XLT	MV - Motor Vehicle	Current By 13032620885
140	1GTFG15X441109031	2004	GMC SAVANA	MV - Motor Vehicle	Current By 13032620885
141	2FTRX18W9YCA06997	2000	FORD F150	MV - Motor Vehicle	Current By 13032620885
142	1GCDM19X52B146898	2002	CHEVY ASTRO	MV - Motor Vehicle	Current By 13032620885
143	2FDJF37H5KCA49573	1989	FORD F350	MV - Motor Vehicle	Current By 13032620885
144	1FTNW20L0YED64461	2000	FORD F250 CREW CAB	MV - Motor Vehicle	Current By 13032620885
145	1FDWF37F1YEE03466	2000	FORD F350	MV - Motor Vehicle	Current By 13032620885
146	1FTRW07LX1KD93839	2001	FORD F150 SUPERCREW	MV - Motor Vehicle	Current By 13032620885
147	1FTNW21F51EB26488	2001	FORD 250	MV - Motor Vehicle	Current By 13032620885
148	1FDXX47P93EC41398	2003	FORD F450	MV - Motor Vehicle	Current By 13032620885
149	1FTWW3056EA50871	2005	FORD F350	MV - Motor Vehicle	Current By 13032620885
150	1FTWW31596ED49917	2006	FORD F350	MV - Motor Vehicle	Current By 13032620885
151	1GTEK19BX6Z291718	2006	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032620885
152	1GCGG25V361144638	2006	CHEVROLET EXPRESS VAN	MV - Motor Vehicle	Current By 13032620885
153	1GTCS196868291541	2006	GMC CANYON	MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

154	1FTPW14V69FA27237	2009	GUYS F-150 PLATNUM	MV - Motor Vehicle	Current By 13032620885
155	AFTSW31F91EB19990	2001	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032620885
156	1GNCT13X74K153824	2004	CHEV BLAZER	MV - Motor Vehicle	Current By 13032620885
157	1GNCT18X35K112502	2005	CHEV BLAZER	MV - Motor Vehicle	Current By 13032620885
158	1GCGK29U8XE252683	1999	CHEV SILVERADO	MV - Motor Vehicle	Current By 13032620885
159	1FTWW3BY2AEB22635	2010	FORD F350 XL5	MV - Motor Vehicle	Current By 13032620885
160	1FTWW356AEB03768	2010	FORD F-350 CREW CAB	MV - Motor Vehicle	Current By 13032620885
161	1FTNE24L6YHA13386	2000	FORD E250 ECONOLINE	MV - Motor Vehicle	Current By 13032620885
162	1FDJW36F8TEA87729	1996	FORD F350 CREW CAB	MV - Motor Vehicle	Current By 13032620885
163	3GCFKSE760G112619	2013	CHEVROLET SILVERADO	MV - Motor Vehicle	Current By 13032620885
164	1FTWW3B51AEA64846	2010	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032620885
165	1FTWW3B51AEB08425	2010	FORD F-150 TON CREW CAB	MV - Motor Vehicle	Current By 13032620885
166	1GTHK23K58F219146	2008	GMC SIERRA 2500	MV - Motor Vehicle	Current By 13032620885
167	1GT220CG6CZ147774	2012	SIERRA SLE 2500 EXTENDED	MV - Motor Vehicle	Current By 13032620885
168	1GDJK34U16E250531	2006	GMC SIERRA K3500	MV - Motor Vehicle	Current By 13032620885
169	1FTWW315X8EC91433	2008	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032620885
170	1GTHK23U6UF103051	2007	GMC SIERRA K2500	MV - Motor Vehicle	Current By 13032620885
171	1GDJK33U87F194956	2007	GMC SIERRA K3500	MV - Motor Vehicle	Current By 13032620885
172	1GKDT13X44K144883	2004	GMC JIMMY SLS	MV - Motor Vehicle	Current By 13032620885
173	1FTSW21546EC00954	2006	FORD F-250	MV - Motor Vehicle	Current By 13032620885
174	Z8008642	2005	GENIE 80 FT ARTICULATE BO	MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

175	AA200461	2003	CAT 972G LOADER WITH ATTA	MV - Motor Vehicle	Current By 13032620885
176	2NKWL50X9LM556289	1990	KENWORTH 5800 CEMENT MIXE	MV - Motor Vehicle	Current By 13032620885
177	C179C2100K	1986	HYSTER V490 ROUGH TERRAIN	MV - Motor Vehicle	Current By 13032620885
178	GS680544261	1111	GMC W5500 4X2 FLATBED TRU	MV - Motor Vehicle	Current By 13032620885
179	167246	2000	INGERSOL-RAND ZOOM BOOM	MV - Motor Vehicle	Current By 13032620885
180	T00332E139650	2007	JOHN DEERE SKID STEER 260	MV - Motor Vehicle	Current By 13032620885
181	1XKWD40XX8J936771	2008	KENWORTH 2900B W/ACCESSOR	MV - Motor Vehicle	Current By 13032620885
182	1070030892	2007	AMMANN ASC110 DRUM ROLLER	TR - Trailer	Current By 13032620885
183	DW644GD550187	1996	JOHN DEERE 644G	MV - Motor Vehicle	Current By 13032620885
184	RS634J20921445	2009	GEHL ZOOM BOOM	MV - Motor Vehicle	Current By 13032620885
185	AH096095	1983	YALE ELECTRIC LIFT MODEL	TR - Trailer	Current By 13032620885
186	TNK00659	2011	CAT 252B3 SKID STEER WITH	MV - Motor Vehicle	Current By 13032620885
187	SLP550BA3E1015854	2003	JCB 550 ZOOM BOOM LOADALL	MV - Motor Vehicle	Current By 13032620885
188	GTH1010A13734	2010	GENIE 1056 ZOOM BOOM	MV - Motor Vehicle	Current By 13032620885
189	1T0320DKCBG204733	2012	JOHN DEERE 320D SKID STEE	MV - Motor Vehicle	Current By 13032620885
190	51710	2006	SKYJACK SCISSOR LIFT 50-6	MV - Motor Vehicle	Current By 13032620885
191	1T0320DKCBG206661	2012	JOHN DEERE 320D SKID STEE	MV - Motor Vehicle	Current By 13032620885
192	XCK00228	2008	CAT 320DLRR EXCAVATOR WIT	MV - Motor Vehicle	Current By 13032620885
193	XCK00178	2008	CAT 320D	MV - Motor Vehicle	Current By 13032620885
194	TWR02509	2006	CAT 930G	MV - Motor Vehicle	Current By 13032620885
195	TWR01627	2006	CAT 930G LOADER	MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

196	TBM00628	2008	CAT TL1055 TELEHANDLER MV - Motor Vehicle	Current By 13032620885
197	Z60044582	2004	GENIE Z-60/34 MANLIFT MV - Motor Vehicle	Current By 13032620885
198	580108429	2010	GENIE AWD 80 MANLIFT MV - Motor Vehicle	Current By 13032620885
199	613379	2001	SKYJACK SCISSOR LIFT SJII MV - Motor Vehicle	Current By 13032620885
200	TBM00292	2007	CAT TL1055 TELEHANDLER MV - Motor Vehicle	Current By 13032620885
201	Z8005709	2005	GENIE Z80/60 MANLIFT MV - Motor Vehicle	Current By 13032620885
202	JKBVFHA189B579014	2009	KAWASAKI 360 MV - Motor Vehicle	Current By 13032620885
203	1M2P289C8XM028258	1999	MACK CEMENT MIXER TRUCK MV - Motor Vehicle	Current By 13032620885
204	1M2P289C1WM025930	1998	MACK CEMENT MIXER TRUCK MV - Motor Vehicle	Current By 13032620885
205	300096389	2003	JLG BOOM 60-64 FT/600S MV - Motor Vehicle	Current By 13032620885
206	2HTAF1957BCA24093	1981	INTERNATIONAL F1954 WATER MV - Motor Vehicle	Current By 13032620885
207	1149189	1999	PROTEC BOXER 114 DRUM ROL MV - Motor Vehicle	Current By 13032620885
208	1M2P289C0WM025952	1998	MACK CEMENT MIXER TRUCK MV - Motor Vehicle	Current By 13032620885
209	1FDZY90T4VA36258	1994	FORD C/W 9000 CEMENT MIXE MV - Motor Vehicle	Current By 13032620885
210	RD61251915	1981	MACK 600 (FROM TUNDRA) MV - Motor Vehicle	Current By 13032620885
211	DR2064CT26794	1979	CRANE CARRIER (FROM TUNDR MV - Motor Vehicle	Current By 13032620885
212	C80735	1973	FORD CRANE CARRIER (FROM MV - Motor Vehicle	Current By 13032620885
213	1NKDXBEX14R973497	2004	KENWORTH 5800 WITH DRILL MV - Motor Vehicle	Current By 13032620885
214	SNINT5BS25C501693	2005	POLARIS TRAIL TOURING DLX MV - Motor Vehicle	Current By 13032620885
215	918050471	2001	BOMBARDIER BR180 TRAILGRO MV - Motor Vehicle	Current By 13032620885
216	GS3246191	2002	GENIE SCISSOR LIFT GS26/6 MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

217	2FUPYCYB4EV240066	1984	FREIGHLINER VAC TRUCK	MV - Motor Vehicle	Current By 13032620885
218	1FDPF80C2VVA05535	1997	FORD 800 GRAVEL DUMP TRUC	MV - Motor Vehicle	Current By 13032620885
219	T0319DJ186212	2012	JOHN DEERE 319D TRACKED S	MV - Motor Vehicle	Current By 13032620885
220	519029895	2002	BOBCAT S185 SKIDSTEER	MV - Motor Vehicle	Current By 13032620885
221	530513401	2007	BOBCAT SKIDSTEER S205 WIT	MV - Motor Vehicle	Current By 13032620885
222	JCB5AGKGC61192756	2007	JCB LOADALL 550-140 PLUS	MV - Motor Vehicle	Current By 13032620885
223	1280107854	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032620885
224	1280107654	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032620885
225	1880107754	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032620885
226	17980107654	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032620885
227	13980107554	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032620885
228	125406E+11	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032620885
229	09070083	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032620885
230	09070053	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032620885
231	09070133	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032620885
232	1215810308	1111	KNAACK WORK STAITON MODEL	TR - Trailer	Current By 13032620885
233	06100543PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032620885
234	06090073PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032620885
235	07050453PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032620885
236	06100143PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032620885
237	06030363PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

238	1011063	2001	SUNDOWNER TREATMENT UNIT,	MH - Mobile Home	Current By 13032620885
239	020876168	2003	AMIDA LIGHT TOWER, MOBILE	MH - Mobile Home	Current By 13032620885
240	75328	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032620885
241	WP1550	1111	WACKER PLATE TAMPER	TR - Trailer	Current By 13032620885
242	N2846	1111	MIKASA JUMPING JACK M565H	TR - Trailer	Current By 13032620885
243	07120193	2007	FROST FIGHTER NG	TR - Trailer	Current By 13032620885
244	CC1300XL	2004	CONCRETE SAW	TR - Trailer	Current By 13032620885
245	1091610022306	2011	AVH5020D/600MM	TR - Trailer	Current By 13032620885
246	170102	2011	AVP1850/VPLATE	TR - Trailer	Current By 13032620885
247	8102561	1111	DCA-25USI 20KW GENERATOR	TR - Trailer	Current By 13032620885
248	U1100402184	1111	LINCOLN 500 WELDER (MOUNT	TR - Trailer	Current By 13032620885
249	1272607	1111	CONCRETE SAW DIAMOND CORE	TR - Trailer	Current By 13032620885
250	11040053PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032620885
251	11110223PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032620885
252	11110323PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032620885
253	11030043N	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032620885
254	42JSL141X11K72251	2003	TEREX LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032620885
255	7120183	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032620885
256	712023	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032620885
257	07120243NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032620885
258	07120163NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

259	07120163NG	2007	FROST FIGHTER	TR - Trailer	Deleted By 13032807497
260	09020223PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
261	09030313PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
262	09020093PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
263	09020203PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
264	10655365	2011	AVH5020D/600MM	TR - Trailer	Current By 13032620885
265	1G9US141XSS201250	2004	1250 SAHARA GROUND HEATER	TR - Trailer	Current By 13032620885
266	07120153PN	2007	FORST FIGHTER HEATER NG	TR - Trailer	Current By 13032620885
267	07120213PN	2007	FROST FIGHTER HEATER NG	TR - Trailer	Current By 13032620885
268	09060013PN	2010	FROSTFIGHTER HEATER/EDF35	TR - Trailer	Current By 13032620885
269	10030003PN	2010	FROSTFIGHTER HEATER/EDF35	TR - Trailer	Current By 13032620885
270	L123212021598434	2001	GE 12X32 SKIDDED WASHCAR	MH - Mobile Home	Current By 13032620885
271	1882440	2008	WACKER DPU 6055 PLATE TAM	TR - Trailer	Current By 13032620885
272	1132046	2009	MAGNUM MLT 3060	TR - Trailer	Current By 13032620885
273	1132039	2009	MAGNUM MLT 3060	TR - Trailer	Current By 13032620885
274	32007446	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032620885
275	7610CN6462	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032620885
276	7610CN6532	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032620885
277	09030533	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032620885
278	09030373	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032620885
279	09030433	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

280	2F9US1139AE080362	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13032620885
281	SF9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13032620885
282	1E9DE4020AA283026	2010	MOBILE BREAKROOM & CHASSI	MH - Mobile Home	Current By 13032620885
283	6140513	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
284	6110673	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
285	6110583	1111	Make and Model	TR - Trailer	Current By 13032620885
286	6100853	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
287	6110693	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
288	6110703	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
289	6100035	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
290	121423	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
291	4030213	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
292	5010723	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
293	5010713	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
294	5080443	1111	FROST FIGHTER OHU-250	TR - Trailer	Current By 13032620885
295	5080473	1111	FROST FIGHTER OHU-250	TR - Trailer	Current By 13032620885
296	7031773	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
297	7031793	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
298	7031343	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032620885
299	341084UJN819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032620885
300	343282UBQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

301	380375U1Q819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032620885
302	380378U1Q819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032620885
303	379075UKQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032620885
304	380377ULQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032620885
305	R10446102	1995	REIMER CEMENT MIXER, TRIA	TR - Trailer	Current By 13032620885
306	70039	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032620885
307	70037	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032620885
308	70987	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032620885
309	72652	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032620885
310	62431	2006	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032620885
311	67629	2006	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032620885
312	59960	2012	230 LITRE TIDY TANK	TR - Trailer	Current By 13032620885
313	60190	2012	230 LITRE TIDY TANK	TR - Trailer	Current By 13032620885
314	62306	2012	45 LITRE TIDY TANK	TR - Trailer	Current By 13032620885
315	62213	2012	45 LITRE TIDY TANK	TR - Trailer	Current By 13032620885
316	20188321	2001	NORTHERN TRAILER WASHCAR	MH - Mobile Home	Current By 13032620885
317	DPU10070/0007942	2000	WACKER PLATE TAMPER	TR - Trailer	Current By 13032620885
318	298900	1998	SUNDOWNER TREATMENT UNIT,	TR - Trailer	Current By 13032620885
319	101020004259	2001	BOMAG DOUBLE DRUM PACKER	TR - Trailer	Current By 13032620885
320	1000743	2008	STONE CONCRETE MIXER	TR - Trailer	Current By 13032620885
321	EAPC1008343	2007	HONDA EM6500 GENERATOR	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

322	EZCT1011291	2005	HONDA GENERATOR	TR - Trailer	Current By 13032620885
323	79165	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032620885
324	75599	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032620885
325	8052084	2008	GENERATOR 20KW	TR - Trailer	Current By 13032620885
326	EA11128338	1111	HONDA ES6500C	TR - Trailer	Current By 13032620885
327	C19806000677	1111	1111	TR - Trailer	Current By 13032620885
328	09030463	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032620885
329	09030483	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032620885
330	09030473	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032620885
331	4ZJSL141791001031	2009	TEREXAL4000 LIGHT TOWER	TR - Trailer	Current By 13032620885
332	101020011620	2005	BOMAG DOUBLE DRUM ROLLER	TR - Trailer	Current By 13032620885
333	PM101C16124E	2010	PREEM WILLIAMS BATCH PLAN	TR - Trailer	Current By 13032620885
334	YG8703	1111	SIMPSON MAXWELL GENERATOR	TR - Trailer	Current By 13032620885
335	LA096653	1111	MILLER BIG BLUE 402P WELD	TR - Trailer	Current By 13032620885
336	M10D140223	2010	KUBOTA/STAFORD GENSET/V36	TR - Trailer	Current By 13032620885
337	C1000600282	1111	LINCOLN WELDER 300D	TR - Trailer	Current By 13032620885
338	V1188	1111	SIMPSON MAXWELL GENERATOR	TR - Trailer	Current By 13032620885
339	3439233	1111	4 KW GEN SET (BLUE GEN SH	TR - Trailer	Current By 13032620885
340	ZH8851	1111	HONDA GX160 PACKER	TR - Trailer	Current By 13032620885
341	14051	1111	CHICAGO PNEUMATIC AIR COM	TR - Trailer	Current By 13032620885
342	08295/002	829	ATLAS COPCO XRVS 455	TR - Trailer	Current By 13032620885

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

343	260016142	1111	60 X 12 ATCO OFFICE UNIT	MH - Mobile Home	Current By 13032620885
344	64420	1111	HOTSY PRESSURE WASHER	TR - Trailer	Current By 13032620885
345	9581072	1111	SHEET METAL BRAKE	TR - Trailer	Current By 13032620885
346	EB369291209	1111	RIGID PIPE THREADER	TR - Trailer	Current By 13032620885
347	42054	1111	MCELROY PITTBULL FUSION M	TR - Trailer	Current By 13032620885
348	0923023	1111	CASE STREET SWEEPER ATTAC	TR - Trailer	Current By 13032620885
349	127003	1111	MCMILLEN AUGER ATTACHMENT	TR - Trailer	Current By 13032620885
350	1060746023	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032620885
351	1060746024	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032620885
352	106009258410	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032620885
353	106009258510	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032620885
354	180318552	1980	KITCHEN UNIT	MH - Mobile Home	Current By 13032620885
355	19930318252	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032620885
356	12480318352	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032620885
357	1880318452	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032620885
358	258016700	2001	SLEEPER WASHCAR UNIT	MH - Mobile Home	Current By 13032620885
359	1010843	2005	FROST FIGHTER HEATER	TR - Trailer	Current By 13032620885
360	101630851673	2006	PLATE TAMPER	TR - Trailer	Current By 13032620885
361	07120223PN	2007	FROST FIGHTER HEATER NG	TR - Trailer	Current By 13032620885
362	2100092	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032620885
363	01020006125/307097	2004	BOMAG DRUM ROLLER	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

364	99120213	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
365	02080333	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
366	00080983	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
367	02111323	2006	FROST FIGHTER	TR - Trailer	Current By 13032620885
368	2080263	2006	FROST FIGHTER	TR - Trailer	Current By 13032620885
369	02100303	2006	FROST FIGHTER	TR - Trailer	Current By 13032620885
370	02060283	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
371	9111333	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
372	02112873	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
373	02111573	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
374	GCABT3482124	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032620885
375	GSABT3482159	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032620885
376	GSABT3482160	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032620885
377	9100433	1111	FROST FIGHTER	TR - Trailer	Current By 13032620885
378	101540487312	1111	BOMAG JUMPING JACK	TR - Trailer	Current By 13032620885
379	101020000330	2003	BOMAG ROLLER	TR - Trailer	Current By 13032620885
380	020976408	2003	AMIDA LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032620885
381	E132911	2006	MAXAIR PREMIUM COMPRESSOR	TR - Trailer	Current By 13032620885
382	07120173PN	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032620885
383	42007302	2006	STONE CEMENT MIXER	TR - Trailer	Current By 13032620885
384	07120143NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

385	09060123PN	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
386	254942035	1111	TRAVECO SIDE BY SIDE CAMP	TR - Trailer	Current By 13032620885
387	254942036	1111	Travco side by side camp	MH - Mobile Home	Current By 13032620885
388	254942037	1111	Travco side by side camp	MH - Mobile Home	Current By 13032620885
389	254942038	1111	Travco side by side camp	MH - Mobile Home	Current By 13032620885
390	254942039	1111	Travco side by side camp	MH - Mobile Home	Current By 13032620885
391	H95E11115	1111	SUPPORT UNIT FOR TRAVCO C	MH - Mobile Home	Current By 13032620885
392	S15425459P	1980	ATCO OFFICE UNIT, SKID MO	MH - Mobile Home	Current By 13032620885
393	011072238	2003	AMIDA LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032620885
394	2EP21311761021593	2007	CROWN CEMENT MIXER MODE	TR - Trailer	Current By 13032620885
395	000000AR06506	1997	CUSTOM OFFICE UNIT, MOBIL	MH - Mobile Home	Current By 13032620885
396	4ZJSL141181000568	2008	TEREX LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032620885
397	240005109	2000	OFFICE TRAILER 12X40	MH - Mobile Home	Current By 13032620885
398	1215810294	1111	KNAACK WORK STATION MODEL	TR - Trailer	Current By 13032620885
399	N81260180	1111	60X12 SKIDDED OFFICE UNIT	MH - Mobile Home	Current By 13032620885
400	1240080004	1111	32X12 SKIDDED LAVATORY UN	MH - Mobile Home	Current By 13032620885
401	1010823	2005	FROST FIGHTER HEATER	TR - Trailer	Current By 13032620885
402	1003052311	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
403	1003053311	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032620885
404	4ZJSL151351012942	1111	TEREX ARMIDA AL5000 LIGHT	TR - Trailer	Current By 13032620885
405	4ZJSL151151012938	1111	TEREX ARMIDA AL5000 LIGHT	TR - Trailer	Current By 13032620885

Search ID#: Z04582736

406	11110373	1111	FROSTFIGHTER DIESEL	TR - Trailer	Current By 13032620885
407	2080153	1111	FROSTFIGHTER HEATER	TR - Trailer	Current By 13032620885
408	10655367	2011	AVH5020D/600MM	TR - Trailer	Current By 13032620885
409	1TTE5330251076782	2005	WABASH HIGHWAY TRAILER	TR - Trailer	Current By 13032620885
410	249B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
411	SH8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
412	SR9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
413	1GRDM963XRM04403	1994	TRIAXLE FLAT DECK TRAILER	TR - Trailer	Current By 13032620885
414	5V8VA53B86M602494	2006	VANGUARD HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
415	3BZET14205C004128	2005	NORTE UTILITY TRAILER	TR - Trailer	Current By 13032620885
416	2LDSD53349E049017	2009	LODE KING HWY TRAILER 53	TR - Trailer	Current By 13032620885
417	1S13E9487PD348958	1992	STRICK HIGHWAY VAN	MH - Mobile Home	Current By 13032620885
418	SH8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	MH - Mobile Home	Current By 13032620885
419	SF9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	TR - Trailer	Current By 13032620885
420	2CU54ANE342001637	1997	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032620885
421	2DEAC62626T005048	2000	DOUBLE A	TR - Trailer	Current By 13032620885
422	46YCP242X61078245	2006	WESTERN WORLD STARLITE CA	TR - Trailer	Current By 13032620885
423	2S9LN736XB1024490	2010	SOUTHLAND PHB25G-20BT	TR - Trailer	Current By 13032620885
424	2CU24AD612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032620885
425	2H8V0482BGS040402	1986	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
426	2H8V0482BES055508	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885

Search ID#: Z04582736

427	1S12E488SD392353	1995	STRICK HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
428	2TCV482B5FA351561	1985	TRAILMOBILE HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
429	2TCV482B6HA48540	1987	TRAILMOBILE HIGHWAY VAN	MH - Mobile Home	Current By 13032620885
430	1JJV482U6NL171633	1992	WABASH HIGHWAY TRAILER	TR - Trailer	Current By 13032620885
431	2M5921462K1019970	1989	MANAC HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
432	2CU24A40612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032620885
433	2CUL2TG9722011284	2002	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032620885
434	2RIB3W3E1E1000075	1984	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
435	2D9SV5967YH092176	2000	D-LINE UTILITY TRAILER	TR - Trailer	Current By 13032620885
436	2H8V04828ES042115	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032620885
437	2HJYK16507H002421	2007	HONDA RIDGELINE	MV - Motor Vehicle	Current By 13041029347
438	3BKHH5H1BF946796	2011	Kentworth WT-01 welding t	MV - Motor Vehicle	Current By 13041029347
439	1FT7W28098EC82785	2011	FORD F250 4 x 4 CREW CAB	MV - Motor Vehicle	Current By 13041029347
440	1FBSS31S05HA57400	2005	FORD ECONOLINE VAN	MV - Motor Vehicle	Current By 13041029347
441	1GTHK29U07E117430	2007	GMC SIERRA	MV - Motor Vehicle	Current By 13041029347
442	1FRSW2B58AE01185	2010	FORD 250 CREW CAB XLT	MV - Motor Vehicle	Current By 13041029347
443	2GCEK13M081158231	2008	CHEVY SIL 1500	MV - Motor Vehicle	Current By 13041029347
444	1FTSW31F91EB19990	2001	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13041029347
445	1FTWW3BY2AEB22635	2010	FORD F350 XL5	MV - Motor Vehicle	Current By 13041029347
446	1GTHK23U67F103051	2007	GMC SIERRA K2500	MV - Motor Vehicle	Current By 13041029347
447	AAW00461	2003	CAT 972G LOADER WITH ATTA	MV - Motor Vehicle	Current By 13041029347

Search ID#: Z04582736

448	B100559410E	2001	CARELIFT ZB1055-44 ZOOM B	MV - Motor Vehicle	Current By 13041029347
449	CATTHH460VSLF02861	2006	CAT TELESCOPIC FORKLIFT	MV - Motor Vehicle	Current By 13041029347
450	AJCB5AKKGE61192810	2007	JCB 535-140 LOADALL WITH	MV - Motor Vehicle	Current By 13041029347
451	11030043PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13041029347
452	1G9US141X55201250	2004	1250 SAHARA GROUND HEATER	TR - Trailer	Current By 13041029347
453	2F9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13041029347
454	R10446103	1995	REIMER CEMENT MIXER, TRIA	TR - Trailer	Current By 13041029347
455	4ZJSL141291001034	2009	TEREXAL4000 LIGHT TOWER	TR - Trailer	Current By 13041029347
456	2100093	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13041029347
457	99111333	1111	FROST FIGHTER	TR - Trailer	Current By 13041029347
458	GCABT3482159	2009	HONDA WATER PUMP	TR - Trailer	Current By 13041029347
459	GCABT3482160	2009	HONDA WATER PUMP	TR - Trailer	Current By 13041029347
460	101020000339	2003	BOMAG ROLLER	TR - Trailer	Current By 13041029347
461	4ZJSL141181000569	2008	TEREX LIGHT TOWER	TR - Trailer	Current By 13041029347
462	2R9B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029347
463	2H8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029347
464	2R9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029347
465	2H8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	MH - Mobile Home	Current By 13041029347
466	2F9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	TR - Trailer	Current By 13041029347
467	2CU24A4D612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13041029347
468	1FDZY90TRVA36258	1994	Ford c/w 9000 Cement Mixe	TR - Trailer	Current By 13041029347

Search ID#: Z04582736

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Search ID#: Z04582736

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Registration Number: 13020525092

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Feb-05

Registration Status: Current

Expiry Date: 2023-Feb-05 23:59:59

Exact Match on: Debtor

No: 8

Amendments to Registration

13021421361

Amendment

2013-Feb-14

Debtor(s)

Block

Status

1 DOWLAND CONTRACTING LTD.
1600 - 925 WEST GEORGIA STREET
VANCOUVER, BC V6C 3L2

Current

Block

Status

2 6070 N.W.T. LTD.
1600 - 925 WEST GEORGIA STREET
VANCOUVER, BC V6C 3L2

Current

Block

Status

3 NCC DOWLAND CONSTRUCTION LIMITED
4000 - 199 BAY STREET
TORONTO, ON M5L 1A9

Current

Block

Status

4 DOWLAND CONSTRUCTION INC.
1600 - 925 WEST GEORGIA STREET
VANCOUVER, BC V6C 3L2

Current

Block

Status

5 TERCON INDUSTRIAL WORKS INC.
1600 - 925 WEST GEORGIA STREET
VANCOUVER, BC V6C 3L2

Deleted by
13021421361

Search ID#: Z04582736

Block

6 PEMBERTON, GUY
29 INDUSTRIAL, BOX 1660
INUVIK, NT X0E 0T0

Status

Current

Block

7 MCGUINNESS, PATRICK
7028 - 56TH AVENUE
EDMONTON, AB T6B 1E4

Status

Current

Block

8 DOWLAND INDUSTRIAL WORKS LTD.
1600 - 925 WEST GEORGIA STREET
VANCOUVER, BC V6C 3L2

Status

Current by
13021421361

Secured Party / Parties

Block

1 JEVCO INSURANCE COMPANY
1420 - 1130 PENDER STREET W
VANCOUVER, BC V6E 4A4

Status

Current

Collateral: General

Block Description

Status

Search ID#: Z04582736

- | | | |
|---|--|---------|
| 1 | <p>A) ALL OF THE CLAIMS AND DEBTS WHICH IT HOLDS AGAINST ALL PERSONS, AND WITHOUT LIMITATION, AGAINST:
I) ALL PERSONS WITH WHOM IT HAS OR WILL ENTER INTO BONDED CONTRACTS; AND II) ALL PERSONS WITH WHOM IT HAS OR WILL ENTER INTO A SUB-CONTRACT OR A SUPPLY CONTRACT; AND III) ALL PERSONS WITH WHOM IT HAS OR WILL ENTER INTO UNBONDED CONTRACTS;
THE SAID CLAIMS INCLUDING, WITHOUT LIMITING THE GENERALITY HEREOF, ALL SUMS DUE IN VIRTUE OF THE SAID BONDED CONTRACTS, SUB-CONTRACTS, SUPPLY CONTRACTS, UNBONDED CONTRACTS, DEFERRED AND FINAL PAYMENTS, HOLDBACKS, BALANCES OF CONTRACT FUNDS, WHETHER EARNED OR UNEARNED, CLAIMS FOR EXTRAS AND CLAIMS IN DAMAGES; AND
B) ANY CONSTRUCTION LIEN OR MECHANIC S LIEN THAT IT MAY HOLD; AND
C) ANY INSURANCE CONTRACT, PARTICULARLY INSURANCE CONTRACTS RELATING DIRECTLY OR INDIRECTLY TO BONDED CONTRACTS; AND
D) ALL OF THE SUB-CONTRACTS AND SUPPLY CONTRACTS WHICH IT HAS GRANTED OR WILL GRANT, COMPRISING ALL GUARANTEES AND WARRANTIES ATTACHED THERETO, TOGETHER WITH ALL MATERIALS INCLUDED THEREUNDER RELATING TO THE EXECUTION OF THE BONDED CONTRACTS; AND
E) ANY BOND ISSUED TO GUARANTEE THE OBLIGATIONS OF SUB-CONTRACTORS OR SUPPLIES OF THE PRINCIPAL; AND</p> | Current |
| 2 | <p>F) ALL THE EQUIPMENT, TOOLS, MATERIALS, WORK IN PROCESS, PATENTS, ROYALTIES TRADEMARKS, COMPUTER PROGRAMS, DISKS, DISKETTES, FILES AND RECORDS OF THE PRINCIPAL, REQUIRED, IN THE OPINION OF THE SURETY, FOR THE PERFORMANCE OF THE BONDED CONTRACTS, BEING:
I) ON THE JOB SITES OF THE BONDED CONTRACTS; OR
II) IN THE POSSESSION OF THE PRINCIPAL OR OTHER PARTIES ENGAGED BY THE PRINCIPAL, OR
III) AT ANY OF THE PRINCIPAL S PLACE OR PLACES OF BUSINESS; OR
IV) IN STORAGE ELSEWHERE; OR
V) IN TRANSIT BETWEEN THE JOB SITES OF THE BONDED CONTRACTS AND THE PRINCIPAL S PLACE OR PLACES OF BUSINESS OR STORAGE FACILITIES; AND
G) ALL PROCEEDS AND PERSONAL PROPERTY IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AS DEFINED HEREUNDER, OR ANY PART THEREOF AND ALL PROCEEDS OF PROCEEDS AND ANY PART THEREOF;
AND H) ALL OF THE PRINCIPAL S PROPERTY, ASSETS, RIGHTS AND UNDERTAKINGS OF EVERY NATURE, ITEM AND KIND, NOW OR AT ANY TIME AND FROM TIME TO TIME, WHEREVER SITUATE;
ALL ITEMS LISTED ABOVE FROM A) TO H) BEING COLLECTIVELY DEFINED AS THE "COLLATERAL".</p> | Current |

Search ID#: Z04582736

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Registration Number: 13021805554

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Feb-18

Registration Status: Current

Expiry Date: 2018-Feb-18 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 DOWLAND CONTRACTING LTD.
7028 56 AVENUE
EDMONTON, AB T6B 1E4

Current

Block

Status

2 DOWLAND INDUSTRIAL WORKS LTD.
7028 56 AVENUE
EDMONTON, AB T6B 1E4

Current

Block

Status

3 DOWLAND CONSTRUCTION INC.
7028 56 AVENUE
EDMONTON, AB T6B 1E4

Current

Block

Status

4 6070 N.W.T. LIMITED
29 INDUSTRIAL ROAD, P.O. BOX 1660
INUVIK, NT X0E 0T0

Current

Block

Status

5 NCC DOWLAND CONSTRUCTION LIMITED
29 INDUSTRIAL ROAD, P.O. BOX 1660
INUVIK, NT X0E 0T0

Current

Secured Party / Parties

Block

Status

Search ID#: Z04582736

1	CONTINENTAL CASUALTY COMPANY 250 YONGE STREET, SUITE 1500 TORONTO, ON M5B 2L7	Current
---	---	---------

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.	Current

Search ID#: Z04582736

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Registration Number: 13031330706

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Mar-13

Registration Status: Current

Expiry Date: 2023-Mar-13 23:59:59

Exact Match on: Debtor

No: 7

Amendments to Registration

13031528687	Amendment	2013-Mar-15
13032012037	Amendment	2013-Mar-20
13032637278	Amendment	2013-Mar-26
13032808153	Amendment	2013-Mar-28
13040227855	Amendment	2013-Apr-02
13041029568	Amendment	2013-Apr-10

Debtor(s)

Block

Status

1 DOWLAND CONTRACTING LTD.
7028 56 AVE NW
EDMONTON, AB T6B 1E4

Current

Block

Status

2 6070 N.W.T. LIMITED
29 Industrial Road, P.O. Box 1660
Inuvik, NT X0E 0T0

Current by
13031528687

Block

Status

3 NCC DOWLAND CONSTRUCTION LIMITED
199 Bay St, Suite 2800, Commerce Court W
Toronto, ON M5L 1A9

Current by
13031528687

Block

Status

Search ID#: Z04582736

4 6070 N.W.T. LIMITED
PO Box 1734, House 2436
Iqaluit, NU X0A 0H0

Current by
13031528687

Block

5 TERCON INDUSTRIAL WORKS LTD.
#202, 166 Oriole Road
Kamloops, BC V2C 4N7

Status

Current by
13031528687

Block

6 DOWLAND CONSTRUCTION, INC.
601 W 5th Ave. Ste. 900
Anchorage, AK 99501

Status

Current by
13032012037

Block

7 DOWLAND INDUSTRIAL WORKS LTD.
#202, 166 Oriole Road
Kamloops, BC V2C 4N7

Status

Current by
13032012037

Block

8 MG LODGING INUVIK LTD.
802, 5201 50 AVE
YELLOWKNIFE, NT X1A 3S8

Status

Current by
13040227855

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
301, 10117 JASPER AVE NW
EDMONTON, AB T5J 1W5

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	240118405	2011	12 x 40 SKID OFFICE	MH - Mobile Home	Current By 13031528687
2	240119568	2011	12 x 40 SKID OFFICE	MH - Mobile Home	Current By 13031528687
3	5XYZUDLA6DG021474	2013	HYUNDAI SANTA FE SPORT MV	- Motor Vehicle	Current By 13031528687
4	H177B3400452	2002	HYSTER H65XM FORKLIFT	MV - Motor Vehicle	Current By 13031528687
5	1111	1995	CEMENT MIXER	TR - Trailer	Current By 13031528687
6	908150471	2002	BOMBARDIER BR 180	MV - Motor Vehicle	Current By 13031528687

Search ID#: Z04582736

7	908150590	2001	BOMBARDIER BR 180	MV - Motor Vehicle	Current By 13031528687
8	SLP550BA3E1015956	2003	JCB 550 LOADER	MV - Motor Vehicle	Current By 13031528687
9	DW544JZ593375	2004	JOHN DEERE 544S 4WD LOADE	MV - Motor Vehicle	Current By 13031528687
10	51902985	2002	BOBCAT S185 SKID STEER	MV - Motor Vehicle	Current By 13031528687
11	GS3246191	2002	GENIE SCISSOR LIFT	MV - Motor Vehicle	Current By 13031528687
12	4ZJSL141591001027	2009	TEREX AL40000 LIGHT TOWER	MV - Motor Vehicle	Current By 13031528687
13	JJG0274324	2000	CASE 580SL SERIES 2	MV - Motor Vehicle	Current By 13031528687
14	38G8211B	1978	HTC-50W LINKBELT MOBILE C	MV - Motor Vehicle	Current By 13031528687
15	11984	1111	SHOP BUILT TRAILER	TR - Trailer	Current By 13031528687
16	GS680342252	2000	GENIE SCISSOR LIFT	MV - Motor Vehicle	Current By 13031528687
17	11409189	1999	PROTEC BOXER 114 IR SMOO	TR - Trailer	Current By 13031528687
18	512265353	2001	BOBCAT SKIDSTEER LOADER M	MV - Motor Vehicle	Current By 13031528687
19	514450695	2002	BOBCAT SKIDSTEER LOADER M	MV - Motor Vehicle	Current By 13031528687
20	707327	1111	SKYJACK SCISSORLIFT MODEL	MV - Motor Vehicle	Current By 13031528687
21	00W21P223475	2001	LULL RCH FORKLIFT 8000 LB	MV - Motor Vehicle	Current By 13031528687
22	JCB5AKKGP61192813	2007	JCB 535-140 C/W ATTACHMEN	MV - Motor Vehicle	Current By 13031528687
23	JCB5AKKGP61192810	2007	JCB 535-140 C/W ATTACHMEN	MV - Motor Vehicle	Current By 13031528687
24	N6M438731	2006	CASE 445SSL C/W ATTACHMEN	MV - Motor Vehicle	Current By 13031528687
25	35005382	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031528687
26	35005847	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031528687
27	35005894	2007	DYNAPAC PLATE TAMPERS	MV - Motor Vehicle	Current By 13031528687

Search ID#: Z04582736

28	35005891	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current By 13031528687
29	4ZJSL141181000567	2007	TEREX TRALER MOUNTED LIGH	TR - Trailer	Current By 13031528687
30	4ZJSL141381000568	2007	TEREX TRAILER MOUNTED LIG	TR - Trailer	Current By 13031528687
31	4ZJSL141581000569	2007	TEREX TRAILER MOUNTED LIG	TR - Trailer	Current By 13031528687
32	8BF00150	1988	CATERPILLAR D3G LGP CRAWL	MV - Motor Vehicle	Current By 13031528687
33	SLP550BA3E1015B59	2003	JCB LOAD ALL ZOOM LOADER	MV - Motor Vehicle	Current By 13031528687
34	ST06009	1111	OFFICE UNIT, SKID MOUNTED	MH - Mobile Home	Current By 13031528687
35	20188321	1111	NT WASHCAR	MH - Mobile Home	Current By 13031528687
36	T53AXAS	2005	ASI TS3AXAS COMPRESSOR	TR - Trailer	Current By 13031528687
37	20005109	2000	Office Trailer 12 x40	MH - Mobile Home	Current By 13031528687
38	240005221	1111	Office Trailer 10 x 40	MH - Mobile Home	Current By 13031528687
39	ST06081	1111	Office Unit	MH - Mobile Home	Current By 13031528687
40	35007354	1111	LG 500 PLATE TAMPER	TR - Trailer	Current By 13031528687
41	4ZJSL141791001028	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
42	4ZJSL1419910011029	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
43	4ZJSL141591001030	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
44	4ZJSL141791001031	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
45	4ZJSL141991001032	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
46	4ZJSL141091001033	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
47	4ZJSL1412911001034	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687
48	4ZJSL141491001035	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current By 13031528687

Search ID#: Z04582736

49	10640174	1974	TEXOMA RIG	TR - Trailer	Current By 13031528687
50	5760	1975	TEXOMA RIG	TR - Trailer	Current By 13031528687
51	1007144	1981	TEXOMA RIG	TR - Trailer	Current By 13031528687
52	71759	1989	GROVE 745 RT	TR - Trailer	Current By 13031528687
53	4ZJSL141691001036	1111	TEREX AL400 LIGHT TOWER	TR - Trailer	Current By 13031528687
54	167246	2000	INGERSOL RAND ZOOM BOOM	TR - Trailer	Current By 13031528687
55	R1044Y103	1111	REIMER MIXER	TR - Trailer	Current By 13031528687
56	C08735	1982	SCHRAMM T985	TR - Trailer	Current By 13031528687
57	43146	2005	SKYJACK SCISSORLIFT 8841G	TR - Trailer	Current By 13031528687
58	T00320A126378	2006	JOHN DEER SKID STEER LOAD	MV - Motor Vehicle	Current By 13031528687
59	16686	2000	GENIE Z45/25 MANLIFT	MV - Motor Vehicle	Current By 13031528687
60	GS3246178	2003	GENIE SCISSOR LIFT GS26/3	MV - Motor Vehicle	Current By 13031528687
61	43096	2006	SKYJACK SCISSOR LIFT SJ88	MV - Motor Vehicle	Current By 13031528687
62	40000022	2006	SKYJACK SCISSOR LIFE SJ88	MV - Motor Vehicle	Current By 13031528687
63	43488	2006	SKYJACK SCISSOR LIFT SJ84	MV - Motor Vehicle	Current By 13031528687
64	Z452509A39107	2009	GENIE LIFT Z45/25J MAN LI	MV - Motor Vehicle	Current By 13031528687
65	Z452509A39109	2009	GENIE LIFT Z45/25J MAN LI	MV - Motor Vehicle	Current By 13031528687
66	GTH1009A13696	2009	GENIE ZOOM BOOM	MV - Motor Vehicle	Current By 13031528687
67	N8M483479	2009	CASE 440 CT SKIDSTEER	MV - Motor Vehicle	Current By 13031528687
68	N8M492494	2009	CASE 440 SSL SKIDSTEER	MV - Motor Vehicle	Current By 13031528687
69	550GA4E1039853	2004	JCB 550 ZOOM BOOM	MV - Motor Vehicle	Current By 13031528687

Search ID#: Z04582736

70	113210307311	2011	11x32 SK/LAVATORY TN2349	MH - Mobile Home	Current By 13031528687
71	126009263610	2010	12x60 SKID OFFICE TN1744	MH - Mobile Home	Current By 13031528687
72	105207149508	2008	10X52 OFFICE TN1744	MH - Mobile Home	Current By 13031528687
73	IST040	1111	8 X 13 INS. SWG TANK ISTO TR	- Trailer	Current By 13031528687
74	103209260110	1111	10X32 MOVILE OFFICE TN223	MH - Mobile Home	Current By 13031528687
75	J0805102	2008	10X52 FIELD OFFICE	MH - Mobile Home	Current By 13031528687
76	10520682607	2007	10X52 OFFICE TN1347	MH - Mobile Home	Current By 13031528687
77	102111416012	2012	10X21 SK LAVATORY TN2574	MH - Mobile Home	Current By 13031528687
78	IST102	1111	8X13 INS. SWGE TANK IST10	TR - Trailer	Current By 13031528687
79	1FD0W4HT1BEC26943	2011	FORD F450	MV - Motor Vehicle	Current By 13031528687
80	AWP1273051	1111	GENIE Manlift 40 Persona	MV - Motor Vehicle	Current By 13032012037
81	1GT220CG6DZ147774	2012	Gmc Sierra 250	MV - Motor Vehicle	Current By 13032012037
82	1FT7W28098E08285	2011	F250 c/c XLT Ford	MV - Motor Vehicle	Current By 13032012037
83	1FT7W2B67CEB11579	2012	F250 c/c XLT Ford	MV - Motor Vehicle	Current By 13032012037
84	CPX78432	1111	36 X60 Skid Office Compl	MH - Mobile Home	Current By 13032012037
85	2583RRT050208	2008	10 x28 Skidded Office/Lu	MH - Mobile Home	Current By 13032012037
86	622235	1111	John Deere 544K Wheel Loa	MV - Motor Vehicle	Current By 13032012037
87	1C6RD7FP3CS121646	2012	Dodge Ram Truck 1500 ST 4	MV - Motor Vehicle	Current By 13032012037
88	1FTFW1EV4AFA65693	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032012037
89	1FTFW1EV2AFC24999	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032012037
90	1FTFW1EV0AFA65691	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032012037

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

91	SLK09234	2009	CAT 257B2	MV - Motor Vehicle	Current By 13032012037
92	5501001	1111	CAT 972G 96 Forks and Ca	MV - Motor Vehicle	Current By 13032012037
93	CATTH460VSLF02861	1111	CAT Telescoping Forklift	MV - Motor Vehicle	Current By 13032012037
94	CJF0055977	1111	580 M Case Backhoe c/w Bu	MV - Motor Vehicle	Current By 13032012037
95	1FT8W3BT4BEA00941	2011	Ford F-350 4x4 Crewcab	MV - Motor Vehicle	Current By 13032012037
96	1FT8W3BT6BEA00942	2011	Ford F-350 4x4 Crewcab	MV - Motor Vehicle	Current By 13032012037
97	BB1005509410E	1111	Zoom Boom	MV - Motor Vehicle	Current By 13032012037
98	1E9DE4020AA283023	1111	Mobile Office	MH - Mobile Home	Current By 13032012037
99	3BKHHM5H1BF946796	2011	Kenworth WT-01 Welding Tr	MV - Motor Vehicle	Current By 13032012037
100	1GTHK23U06F263005	2006	GMC Sierra K2500	MV - Motor Vehicle	Current By 13032637278
101	1GT120CGXCF118629	2012	GMC SIERRA 2500	MV - Motor Vehicle	Current By 13032637278
102	1FTNW20L9YED64460	2000	FORD F25 CREW CAB	MV - Motor Vehicle	Current By 13032637278
103	3GTEC14X66G258845	2006	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032637278
104	2HUYK16507H002421	2007	HONDA RIDGELINE	MV - Motor Vehicle	Current By 13032637278
105	2CKDL73F576228944	2007	PONTIAC TORRENT	MV - Motor Vehicle	Current By 13032637278
106	2CKDL43FX86055891	2008	PONTIAC TORRENT	MV - Motor Vehicle	Current By 13032637278
107	2G4WF582881349091	2008	BUICK ALLURE	MV - Motor Vehicle	Current By 13032637278
108	1FMCU9DG3AKC80768	2010	FORD ESCAPE	MV - Motor Vehicle	Current By 13032637278
109	1FTYR44U58PA25296	2008	FORD RANGER	MV - Motor Vehicle	Current By 13032637278
110	1FT8W3B68BEA27666	2011	FORD KING RANCH	MV - Motor Vehicle	Current By 13032637278
111	3GTRKUEA4AG125008	2010	GMC 1500 CREW CAB	MV - Motor Vehicle	Current By 13032637278

Search ID#: Z04582736

112	1FMCU9D79CKB59584	2012	FORD ESCAPE XLT 4WD	MV - Motor Vehicle	Current By 13032637278
113	3D7LS38C55G820557	2005	DODGE RAM	MV - Motor Vehicle	Current By 13032637278
114	2GTEK13T071136459	2007	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032637278
115	1GCEK14C19Z111823	2009	CHEVY 1500 4 X 4	MV - Motor Vehicle	Current By 13032637278
116	1FTWW3B51AEB21806	2010	FORD F-350 CREW CAB	MV - Motor Vehicle	Current By 13032637278
117	1GAHG39U071202548	2007	CHEVY EXPRESS 3500	MV - Motor Vehicle	Current By 13032637278
118	1FBNE3BL5ADA21635	2010	FORD ECONOLINE E-350 VAN	MV - Motor Vehicle	Current By 13032637278
119	1FT7W28098E082785	2011	FORD F250 4 x 4 CREW CAB	MV - Motor Vehicle	Current By 13032637278
120	1FTPW14V29FA43886	2009	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032637278
121	1FTFW1EV9AFA41583	2010	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032637278
122	1FTFW1EF5BFB27161	2011	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032637278
123	1FDJS34M0RHB89417	1994	FORD F-350	MV - Motor Vehicle	Current By 13032637278
124	1FBSS31S0SHA57400	2005	FORD ECONOLINE VAN	MV - Motor Vehicle	Current By 13032637278
125	1FBSS31S01HB11448	2001	FORD E350	MV - Motor Vehicle	Current By 13032637278
126	1FTSW2B57AEB18885	2010	FORD F250	MV - Motor Vehicle	Current By 13032637278
127	1GTHK29U073117430	2007	GMC SIERRA	MV - Motor Vehicle	Current By 13032637278
128	1FDKF38FXVEA50086	1997	FORD	MV - Motor Vehicle	Current By 13032637278
129	1GTHK29102E221835	2002	GMC SIERRA	MV - Motor Vehicle	Current By 13032637278
130	1FTNF21L3YED27144	2000	FORD F250	MV - Motor Vehicle	Current By 13032637278
131	1FT7W2B60BEC82785	2011	FORD F-250	MV - Motor Vehicle	Current By 13032637278
132	1FTSX21598EE35026	2008	FORD F-250	MV - Motor Vehicle	Current By 13032637278

Search ID#: Z04582736

133	1FRSW2B58A3E01185	2010	FORD 250 CREW CAB XLT	MV - Motor Vehicle	Current By 13032637278
134	1GNCT18X15K112188	2005	CHEV BLAZER	MV - Motor Vehicle	Current By 13032637278
135	1GTHK33K78F105560	2008	GMC SIERRA 3500	MV - Motor Vehicle	Current By 13032637278
136	2GC3K13M081158231	2008	CHEVY SIL 1500	MV - Motor Vehicle	Current By 13032637278
137	1GAHG39U931171228	2003	CHEV EXPRESS 3500	MV - Motor Vehicle	Current By 13032637278
138	3GTRKUEA1AG139545	2010	GMC SIERRA	MV - Motor Vehicle	Current By 13032637278
139	1FTWX31509EA02851	2009	FORD F350 XLT	MV - Motor Vehicle	Current By 13032637278
140	1GTFG15X441109031	2004	GMC SAVANA	MV - Motor Vehicle	Current By 13032637278
141	2FTRX18W9YCA06997	2000	FORD F150	MV - Motor Vehicle	Current By 13032637278
142	1GCDM19X52B146898	2002	CHEVY ASTRO	MV - Motor Vehicle	Current By 13032637278
143	2FDJF37H5KCA49573	1989	FORD F350	MV - Motor Vehicle	Current By 13032637278
144	1FTNW20L0YED64461	2000	FORD F250 CREW CAB	MV - Motor Vehicle	Current By 13032637278
145	1FDWF37F1YEE03466	2000	FORD F350	MV - Motor Vehicle	Current By 13032637278
146	1FTRW07LX1KD93839	2001	FORD F150 SUPERCREW	MV - Motor Vehicle	Current By 13032637278
147	1FTNW21F51EB26488	2001	FORD 250	MV - Motor Vehicle	Current By 13032637278
148	1FDXX47P93EC41398	2003	FORD F450	MV - Motor Vehicle	Current By 13032637278
149	1FTWW3056EA50871	2005	FORD F350	MV - Motor Vehicle	Current By 13032637278
150	1FTWW31596ED49917	2006	FORD F350	MV - Motor Vehicle	Current By 13032637278
151	1GTEK19BX6Z291718	2006	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032637278
152	1GCGG25V361144638	2006	CHEVROLET EXPRESS VAN	MV - Motor Vehicle	Current By 13032637278
153	1GTCS196868291541	2006	GMC CANYON	MV - Motor Vehicle	Current By 13032637278

Search ID#: Z04582736

154	1FTPW14V69FA27237	2009	GUYS F-150 PLATNUM	MV - Motor Vehicle	Current By 13032637278
155	AFTSW31F91EB19990	2001	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032637278
156	1GNDDT13X74K153824	2004	CHEV BLAZER	MV - Motor Vehicle	Current By 13032637278
157	1GNCT18X35K112502	2005	CHEV BLAZER	MV - Motor Vehicle	Current By 13032637278
158	1GCGK29U8XE252683	1999	CHEV SILVERADO	MV - Motor Vehicle	Current By 13032637278
159	1FTWW3BY2AEB22635	2010	FORD F350 XL5	MV - Motor Vehicle	Current By 13032637278
160	1FTWW356AEB03768	2010	FORD F-350 CREW CAB	MV - Motor Vehicle	Current By 13032637278
161	1FTNE24L6YHA13386	2000	FORD E250 ECONOLINE	MV - Motor Vehicle	Current By 13032637278
162	1FDJW36F8TEA87729	1996	FORD F350 CREW CAB	MV - Motor Vehicle	Current By 13032637278
163	3GCFKSE760G112619	2013	CHEVROLET SILVERADO	MV - Motor Vehicle	Current By 13032637278
164	1FTWW3B51AEA64846	2010	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032637278
165	1FTWW3B51AEB08425	2010	FORD F-150 TON CREW CAB	MV - Motor Vehicle	Current By 13032637278
166	1GTHK23K58F219146	2008	GMC SIERRA 2500	MV - Motor Vehicle	Current By 13032637278
167	1GT220CG6CZ147774	2012	SIERRA SLE 2500 EXTENDED	MV - Motor Vehicle	Current By 13032637278
168	1GDJK34U16E250531	2006	GMC SIERRA K3500	MV - Motor Vehicle	Current By 13032637278
169	1FTWW315X8EC91433	2008	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032637278
170	1GTHK23U6UF103051	2007	GMC SIERRA K2500	MV - Motor Vehicle	Current By 13032637278
171	1GDJK33U87F194956	2007	GMC SIERRA K3500	MV - Motor Vehicle	Current By 13032637278
172	1GKDT13X44K144883	2004	GMC JIMMY SLS	MV - Motor Vehicle	Current By 13032637278
173	1FTSW21546EC00954	2006	FORD F-250	MV - Motor Vehicle	Current By 13032637278
174	Z8008642	2005	GENIE 80 FT ARTICULATE BO	MV - Motor Vehicle	Current By 13032637278

Search ID#: Z04582736

175	AA200461	2003	CAT 972G LOADER WITH ATTA	MV - Motor Vehicle	Current By 13032637278
176	2NKWL50X9LM556289	1990	KENWORTH 5800 CEMENT MIXE	MV - Motor Vehicle	Current By 13032637278
177	C179C2100K	1986	HYSTER V490 ROUGH TERRAIN	MV - Motor Vehicle	Current By 13032637278
178	GS680544261	1111	GMC W5500 4X2 FLATBED TRU	MV - Motor Vehicle	Current By 13032637278
179	167246	2000	INGERSOL-RAND ZOOM BOOM	MV - Motor Vehicle	Current By 13032637278
180	T00332E139650	2007	JOHN DEERE SKID STEER 260	MV - Motor Vehicle	Current By 13032637278
181	1XKWD40XX8J936771	2008	KENWORTH 2900B W/ACCESSOR	MV - Motor Vehicle	Current By 13032637278
182	1070030892	2007	AMMANN ASC110 DRUM ROLLER	TR - Trailer	Current By 13032637278
183	DW644GD550187	1996	JOHN DEERE 644G	MV - Motor Vehicle	Current By 13032637278
184	RS634J20921445	2009	GEHL ZOOM BOOM	MV - Motor Vehicle	Current By 13032637278
185	AH096095	1983	YALE ELECTRIC LIFT MODEL	TR - Trailer	Current By 13032637278
186	TNK00659	2011	CAT 252B3 SKID STEER WITH	MV - Motor Vehicle	Current By 13032637278
187	SLP550BA3E1015854	2003	JCB 550 ZOOM BOOM LOADALL	MV - Motor Vehicle	Current By 13032637278
188	GTH1010A13734	2010	GENIE 1056 ZOOM BOOM	MV - Motor Vehicle	Current By 13032637278
189	1T0320DKCBG204733	2012	JOHN DEERE 320D SKID STEE	MV - Motor Vehicle	Current By 13032637278
190	51710	2006	SKYJACK SCISSOR LIFT 50-6	MV - Motor Vehicle	Current By 13032637278
191	1T0320DKCBG206661	2012	JOHN DEERE 320D SKID STEE	MV - Motor Vehicle	Current By 13032637278
192	XCK00228	2008	CAT 320DLRR EXCAVATOR WIT	MV - Motor Vehicle	Current By 13032637278
193	XCK00178	2008	CAT 320D	MV - Motor Vehicle	Current By 13032637278
194	TWR02509	2006	CAT 930G	MV - Motor Vehicle	Current By 13032637278
195	TWR01627	2006	CAT 930G LOADER	MV - Motor Vehicle	Current By 13032637278

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

196	TBM00628	2008	CAT TL1055 TELEHANDLER	MV - Motor Vehicle	Current By 13032637278
197	Z60044582	2004	GENIE Z-60/34 MANLIFT	MV - Motor Vehicle	Current By 13032637278
198	580108429	2010	GENIE AWD 80 MANLIFT	MV - Motor Vehicle	Current By 13032637278
199	613379	2001	SKYJACK SCISSOR LIFT SJII	MV - Motor Vehicle	Current By 13032637278
200	TBM00292	2007	CAT TL1055 TELEHANDLER	MV - Motor Vehicle	Current By 13032637278
201	Z8005709	2005	GENIE Z80/60 MANLIFT	MV - Motor Vehicle	Current By 13032637278
202	JKBVFHA189B579014	2009	KAWASAKI 360	MV - Motor Vehicle	Current By 13032637278
203	1M2P289C8XM028258	1999	MACK CEMENT MIXER TRUCK	MV - Motor Vehicle	Current By 13032637278
204	1M2P289C1WM025930	1998	MACK CEMENT MIXER TRUCK	MV - Motor Vehicle	Current By 13032637278
205	300096389	2003	JLG BOOM 60-64 FT/600S	MV - Motor Vehicle	Current By 13032637278
206	2HTAF1957BCA24093	1981	INTERNATIONAL F1954 WATER	MV - Motor Vehicle	Current By 13032637278
207	1149189	1999	PROTEC BOXER 114 DRUM ROL	MV - Motor Vehicle	Current By 13032637278
208	1M2P289C0WM025952	1998	MACK CEMENT MIXER TRUCK	MV - Motor Vehicle	Current By 13032637278
209	1FDZY90T4VA36258	1994	FORD C/W 9000 CEMENT MIXE	MV - Motor Vehicle	Current By 13032637278
210	RD61251915	1981	MACK 600 (FROM TUNDRA)	MV - Motor Vehicle	Current By 13032637278
211	DR2064CT26794	1979	CRANE CARRIER (FROM TUNDR	MV - Motor Vehicle	Current By 13032637278
212	C80735	1973	FORD CRANE CARRIER (FROM	MV - Motor Vehicle	Current By 13032637278
213	1NKDXBEX14R973497	2004	KENWORTH 5800 WITH DRILL	MV - Motor Vehicle	Current By 13032637278
214	SNINT5BS25C501693	2005	POLARIS TRAIL TOURING DLX	MV - Motor Vehicle	Current By 13032637278
215	918050471	2001	BOMBARDIER BR180 TRAILGRO	MV - Motor Vehicle	Current By 13032637278
216	GS3246191	2002	GENIE SCISSOR LIFT GS26/6	MV - Motor Vehicle	Current By 13032637278

Search ID#: Z04582736

217	2FUPYCYB4EV240066	1984	FREIGHLINER VAC TRUCK	MV - Motor Vehicle	Current By 13032637278
218	1FDPF80C2VVA05535	1997	FORD 800 GRAVEL DUMP TRUC	MV - Motor Vehicle	Current By 13032637278
219	T0319DJ186212	2012	JOHN DEERE 319D TRACKED S	MV - Motor Vehicle	Current By 13032637278
220	519029895	2002	BOBCAT S185 SKIDSTEER	MV - Motor Vehicle	Current By 13032637278
221	530513401	2007	BOBCAT SKIDSTEER S205 WIT	MV - Motor Vehicle	Current By 13032637278
222	JCB5AGKGC61192756	2007	JCB LOADALL 550-140 PLUS	MV - Motor Vehicle	Current By 13032637278
223	1280107854	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
224	1280107654	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
225	1880107754	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
226	17980107654	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
227	13980107554	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
228	125406E+11	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
229	09070083	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032637278
230	09070053	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032637278
231	09070133	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032637278
232	1215810308	1111	KNAACK WORK STAITON MODEL	TR - Trailer	Current By 13032637278
233	06100543PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637278
234	06090073PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637278
235	07050453PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637278
236	06100143PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637278
237	06030363PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

238	1011063	2001	SUNDOWNER TREATMENT UNIT,	MH - Mobile Home	Current By 13032637278
239	020876168	2003	AMIDA LIGHT TOWER, MOBILE	MH - Mobile Home	Current By 13032637278
240	75328	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032637278
241	WP1550	1111	WACKER PLATE TAMPER	TR - Trailer	Current By 13032637278
242	N2846	1111	MIKASA JUMPING JACK M565H	TR - Trailer	Current By 13032637278
243	07120193	2007	FROST FIGHTER NG	TR - Trailer	Current By 13032637278
244	CC1300XL	2004	CONCRETE SAW	TR - Trailer	Current By 13032637278
245	1091610022306	2011	AVH5020D/600MM	TR - Trailer	Current By 13032637278
246	170102	2011	AVP1850/VPLATE	TR - Trailer	Current By 13032637278
247	8102561	1111	DCA-25USI 20KW GENERATOR	TR - Trailer	Current By 13032637278
248	U1100402184	1111	LINCOLN 500 WELDER (MOUNT	TR - Trailer	Current By 13032637278
249	1272607	1111	CONCRETE SAW DIAMOND CORE	TR - Trailer	Current By 13032637278
250	11040053PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637278
251	11110223PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637278
252	11110323PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637278
253	11030043N	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637278
254	42JSL141X11K72251	2003	TEREX LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637278
255	7120183	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637278
256	712023	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637278
257	07120243NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032637278
258	07120163NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

259	09020223PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278
260	09030313PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278
261	09020093PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278
262	09020203PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278
263	10655365	2011	AVH5020D/600MM	TR - Trailer	Current By 13032637278
264	1G9US141XSS201250	2004	1250 SAHARA GROUND HEATER	TR - Trailer	Current By 13032637278
265	07120153PN	2007	FORST FIGHTER HEATER NG	TR - Trailer	Current By 13032637278
266	07120213PN	2007	FROST FIGHTER HEATER NG	TR - Trailer	Current By 13032637278
267	09060013PN	2010	FROSTFIGHTER HEATER/EDF35	TR - Trailer	Current By 13032637278
268	10030003PN	2010	FROSTFIGHTER HEATER/EDF35	TR - Trailer	Current By 13032637278
269	L123212021598434	2001	GE 12X32 SKIDDED WASHCAR	TR - Trailer	Current By 13032637278
270	1882440	2008	WACKER DPU 6055 PLATE TAM	TR - Trailer	Current By 13032637278
271	1132046	2009	MAGNUM MLT 3060	TR - Trailer	Current By 13032637278
272	1132039	2009	MAGNUM MLT 3060	TR - Trailer	Current By 13032637278
273	32007446	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032637278
274	7610CN6462	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032637278
275	7610CN6532	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032637278
276	09030533	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637278
277	09030373	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637278
278	09030433	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637278
279	2F9US1139AE080362	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

280	SF9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13032637278
281	1E9DE4020AA283026	2010	MOBILE BREAKROOM & CHASSI	MH - Mobile Home	Current By 13032637278
282	6140513	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
283	6110673	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
284	6110583	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
285	6100853	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
286	6110693	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
287	6110703	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
288	6100035	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
289	121423	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
290	4030213	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
291	5010723	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
292	5010713	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
293	5080443	1111	FROST FIGHTER OHU-250	TR - Trailer	Current By 13032637278
294	5080473	1111	FROST FIGHTER OHU-250	TR - Trailer	Current By 13032637278
295	7031773	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
296	7031793	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
297	7031343	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637278
298	341084UJN819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637278
299	343282UBQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637278
300	380375U1Q819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

301	380378U1Q819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637278
302	379075UKQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637278
303	380377ULQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637278
304	R10446102	1995	REIMER CEMENT MIXER, TRIA	TR - Trailer	Current By 13032637278
305	70039	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637278
306	70037	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637278
307	70987	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637278
308	72652	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637278
309	62431	2006	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637278
310	67629	2006	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637278
311	59960	2012	230 LITRE TIDY TANK	TR - Trailer	Current By 13032637278
312	60190	2012	230 LITRE TIDY TANK	TR - Trailer	Current By 13032637278
313	62306	2012	45 LITRE TIDY TANK	TR - Trailer	Current By 13032637278
314	62213	2012	45 LITRE TIDY TANK	TR - Trailer	Current By 13032637278
315	20188321	2001	NORTHERN TRAILER WASHCAR	MH - Mobile Home	Current By 13032637278
316	DPU10070/0007942	2000	WACKER PLATE TAMPER	TR - Trailer	Current By 13032637278
317	298900	1998	SUNDOWNER TREATMENT UNIT,	TR - Trailer	Current By 13032637278
318	101020004259	2001	BOMAG DOUBLE DRUM PACKER	TR - Trailer	Current By 13032637278
319	1000743	2008	STONE CONCRETE MIXER	TR - Trailer	Current By 13032637278
320	EAPC1008343	2007	HONDA EM6500 GENERATOR	TR - Trailer	Current By 13032637278
321	EZCT1011291	2005	HONDA GENERATOR	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

322	79165	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032637278
323	75599	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032637278
324	8052084	2008	GENERATOR 20KW	TR - Trailer	Current By 13032637278
325	EA11128338	1111	HONDA ES6500C	TR - Trailer	Current By 13032637278
326	C19806000677	1111	LINCLON WELDER CLASSIC 3D	TR - Trailer	Current By 13032637278
327	09030463	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637278
328	09030483	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637278
329	09030473	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637278
330	4ZJSL141791001031	2009	TEREXAL4000 LIGHT TOWER	TR - Trailer	Current By 13032637278
331	101020011620	2005	BOMAG DOUBLE DRUM ROLLER	TR - Trailer	Current By 13032637278
332	PM101C16124E	2010	PREEM WILLIAMS BATCH PLAN	TR - Trailer	Current By 13032637278
333	YG8703	1111	SIMPSON MAXWELL GENERATOR	TR - Trailer	Current By 13032637278
334	LA096653	1111	MILLER BIG BLUE 402P WELD	TR - Trailer	Current By 13032637278
335	M10D140223	2010	KUBOTA/STAFORD GENSET/V36	TR - Trailer	Current By 13032637278
336	C1000600282	1111	LINCOLN WELDER 300D	TR - Trailer	Current By 13032637278
337	V1188	1111	SIMPSON MAXWELL GENERATOR	TR - Trailer	Current By 13032637278
338	3439233	1111	24 KW GEN SET (BLUE GEN S	TR - Trailer	Current By 13032637278
339	ZH8851	1111	HONDA GX160 PACKER	TR - Trailer	Current By 13032637278
340	14051	1111	CHICAGO PNEUMATIC AIR COM	TR - Trailer	Current By 13032637278
341	08295/002	1996	ATLAS COPCO XRVS 455	TR - Trailer	Current By 13032637278
342	260016142	1111	60 X 12 ATCO OFFICE UNIT	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

343	64420	1111	HOTSY PRESSURE WASHER	TR - Trailer	Current By 13032637278
344	9581072	1111	SHEET METAL BRAKE	TR - Trailer	Current By 13032637278
345	EB369291209	1111	RIGID PIPE THREADER	TR - Trailer	Current By 13032637278
346	42054	1111	MCELROY PITTBULL FUSION M	TR - Trailer	Current By 13032637278
347	0923023	1111	CASE STREET SWEEPER ATTAC	TR - Trailer	Current By 13032637278
348	127003	1111	MCMILLEN AUGER ATTACHMENT	TR - Trailer	Current By 13032637278
349	1060746023	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637278
350	1060746024	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637278
351	106009258410	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637278
352	106009258510	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637278
353	180318552	1980	KITCHEN UNIT	MH - Mobile Home	Current By 13032637278
354	19930318252	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032637278
355	12480318352	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032637278
356	1880318452	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032637278
357	258016700	2001	SLEEPER WASHCAR UNIT	MH - Mobile Home	Current By 13032637278
358	1010843	2005	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637278
359	101630851673	2006	PLATE TAMPER	TR - Trailer	Current By 13032637278
360	07120223PN	2007	FROST FIGHTER HEATER NG	TR - Trailer	Current By 13032637278
361	2100092	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637278
362	01020006125/307097	2004	BOMAG DRUM ROLLER	TR - Trailer	Current By 13032637278
363	99120213	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

364	02080333	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
365	00080983	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
366	02111323	2006	FROST FIGHTER	TR - Trailer	Current By 13032637278
367	2080263	2006	FROST FIGHTER	TR - Trailer	Current By 13032637278
368	02100303	2006	FROST FIGHTER	TR - Trailer	Current By 13032637278
369	02060283	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
370	9111333	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
371	02112873	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
372	02111573	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
373	GCABT3482124	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032637278
374	GSABT3482159	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032637278
375	GSABT3482160	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032637278
376	9100433	1111	FROST FIGHTER	TR - Trailer	Current By 13032637278
377	101540487312	1111	BOMAG JUMPING JACK	TR - Trailer	Current By 13032637278
378	101020000330	2003	BOMAG ROLLER	TR - Trailer	Current By 13032637278
379	020976408	2003	AMIDA LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637278
380	E132911	2006	MAXAIR PREMIUM COMPRESSOR	TR - Trailer	Current By 13032637278
381	07120173PN	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637278
382	42007302	2006	STONE CEMENT MIXER	TR - Trailer	Current By 13032637278
383	07120143NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032637278
384	09060123PN	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

385	254942035	1111	TRAVECO SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637278
386	254942036	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637278
387	254942037	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637278
388	254942038	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637278
389	254942039	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637278
390	H95E11115	1111	SUPPORT UNIT FOR TRAVCO C	MH - Mobile Home	Current By 13032637278
391	S15425459P	1980	ATCO OFFICE UNIT, SKID MO	MH - Mobile Home	Current By 13032637278
392	011072238	2003	AMIDA LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637278
393	2EP21311761021593	2007	CROWN CEMENT MIXER MODE	TR - Trailer	Current By 13032637278
394	000000AR06506	1997	CUSTOM OFFICE UNIT, MOBIL	MH - Mobile Home	Current By 13032637278
395	1215810294	1111	KNAACK WORK STATION MODEL	TR - Trailer	Current By 13032637278
396	N81260180	1111	60X12 SKIDDED OFFICE UNIT	MH - Mobile Home	Current By 13032637278
397	1240080004	1111	32X12 SKIDDED LAVATORY UN	MH - Mobile Home	Current By 13032637278
398	1010823	2005	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637278
399	1003052311	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278
400	1003053311	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637278
401	4ZJSL151351012942	1111	TEREX ARMIDA AL5000 LIGHT	TR - Trailer	Current By 13032637278
402	4ZJSL151151012938	1111	TEREX ARMIDA AL5000 LIGHT	TR - Trailer	Current By 13032637278
403	11110373	1111	FROSTFIGHTER DIESEL	TR - Trailer	Current By 13032637278
404	2080153	1111	FROSTFIGHTER HEATER	TR - Trailer	Current By 13032637278
405	10655367	2011	AVH5020D/600MM	TR - Trailer	Current By 13032637278

Search ID#: Z04582736

406	1TTE5330251076782	2005	WABASH HIGHWAY TRAILER	TR - Trailer	Current By 13032637278
407	249B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
408	SH8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
409	SR9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
410	1GRDM963XRM04403	1994	TRIAxLE FLAT DECK TRAILER	TR - Trailer	Current By 13032637278
411	5V8VA53B86M602494	2006	VANGUARD HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
412	3BZET14205C004128	2005	NORTE UTILITY TRAILER	TR - Trailer	Current By 13032637278
413	2LDSD53349E049017	2009	LODE KING HWY TRAILER 53	TR - Trailer	Current By 13032637278
414	1S13E9487PD348958	1992	STRICK HIGHWAY VAN	MH - Mobile Home	Current By 13032637278
415	SH8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	MH - Mobile Home	Current By 13032637278
416	SF9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	TR - Trailer	Current By 13032637278
417	2CU54ANE342001637	1997	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637278
418	2DEAC62626T005048	2000	DOUBLE A	TR - Trailer	Current By 13032637278
419	46YCP242X61078245	2006	WESTERN WORLD STARLITE CA	TR - Trailer	Current By 13032637278
420	2S9LN736XB1024490	2010	SOUTHLAND PHB25G-20BT	TR - Trailer	Current By 13032637278
421	2CU24AD612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637278
422	2H8V0482BGS040402	1986	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
423	2H8V0482BES055508	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
424	1S12E488SD392353	1995	STRICK HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
425	2TCV482B5FA351561	1985	TRAILMOBILE HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
426	2TCV482B6HA48540	1987	TRAILMOBILE HIGHWAY VAN	MH - Mobile Home	Current By 13032637278

Search ID#: Z04582736

427	1JJV482U6NL171633	1992	WABASH HIGHWAY TRAILER	TR - Trailer	Current By 13032637278
428	2M5921462K1019970	1989	MANAC HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
429	2CU24A40612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637278
430	2CUL2TG9722011284	2002	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637278
431	2RIB3W3E1E1000075	1984	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
432	2D9SV5967YH092176	2000	D-LINE UTILITY TRAILER	TR - Trailer	Current By 13032637278
433	2H8V04828ES042115	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637278
434	4ZJSL141181000568	2008	TEREX LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032808153
435	240005109	2000	OFFICE TRAILER 12X40	MH - Mobile Home	Current By 13032808153
436	2HJYK16507H002421	2007	HONDA RIDGELINE	MV - Motor Vehicle	Current By 13041029568
437	3BKHH5H1BF946796	2011	Kentworth WT-01 welding t	MV - Motor Vehicle	Current By 13041029568
438	1FT7W28098EC82785	2011	FORD F250 4 x 4 CREW CAB	MV - Motor Vehicle	Current By 13041029568
439	1FBSS31S05HA57400	2005	FORD ECONOLINE VAN	MV - Motor Vehicle	Current By 13041029568
440	1GTHK29U07E117430	2007	GMC SIERRA	MV - Motor Vehicle	Current By 13041029568
441	1FRSW2B58AE01185	2010	FORD 250 CREW CAB XLT	MV - Motor Vehicle	Current By 13041029568
442	2GCEK13M081158231	2008	CHEVY SIL 1500	MV - Motor Vehicle	Current By 13041029568
443	1FTSW31F91EB19990	2001	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13041029568
444	1FTWW3BY2AEB22635	2010	FORD F350 XL5	MV - Motor Vehicle	Current By 13041029568
445	1GTHK23U67F103051	2007	GMC SIERRA K2500	MV - Motor Vehicle	Current By 13041029568
446	AAW00461	2003	CAT 972G LOADER WITH ATTA	MV - Motor Vehicle	Current By 13041029568
447	B100559410E	2001	CARELIFT ZB1055-44 ZOOM B	MV - Motor Vehicle	Current By 13041029568

Search ID#: Z04582736

448	CATTHH460VSLF02861	2006	CAT TELESCOPIC FORKLIFT	MV - Motor Vehicle	Current By 13041029568
449	AJCB5AKKGE61192810	2007	JCB 535-140 LOADALL WITH	MV - Motor Vehicle	Current By 13041029568
450	11030043PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13041029568
451	1G9US141X55201250	2004	1250 SAHARA GROUND HEATER	TR - Trailer	Current By 13041029568
452	2F9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13041029568
453	R10446103	1995	REIMER CEMENT MIXER, TRIA	TR - Trailer	Current By 13041029568
454	4ZJSL141291001034	2009	TEREXAL4000 LIGHT TOWER	TR - Trailer	Current By 13041029568
455	2100093	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13041029568
456	99111333	1111	FROST FIGHTER	TR - Trailer	Current By 13041029568
457	GCABT3482159	2009	HONDA WATER PUMP	TR - Trailer	Current By 13041029568
458	GCABT3482160	2009	HONDA WATER PUMP	TR - Trailer	Current By 13041029568
459	101020000339	2003	BOMAG ROLLER	TR - Trailer	Current By 13041029568
460	4ZJSL141181000569	2008	TEREX LIGHT TOWER	TR - Trailer	Current By 13041029568
461	2R9B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029568
462	2H8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029568
463	2R9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029568
464	2H8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	MH - Mobile Home	Current By 13041029568
465	2F9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	TR - Trailer	Current By 13041029568
466	2CU24A4D612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13041029568
467	1FDZY90TRVA36258	1994	Ford c/w 9000 Cement Mixe	TR - Trailer	Current By 13041029568

Collateral: General

Block **Description**

Status

1 All present and after-acquired personal property.

Current

Search ID#: Z04582736

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Registration Number: 13031510757

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Mar-15

Registration Status: Current

Expiry Date: 2018-Mar-15 23:59:59

Exact Match on: Debtor

No: 7

Amendments to Registration

13031514158	Amendment	2013-Mar-15
13032012149	Amendment	2013-Mar-20
13032637179	Amendment	2013-Mar-26
13040227931	Amendment	2013-Apr-02
13041029783	Amendment	2013-Apr-10

Debtor(s)

Block

Status

1 DOWLAND CONSTRUCTION, INC.
601 W 5th AVE STE. 900
Anchorage, AK 99501

Current

Block

Status

2 NCC DOWLAND CONSTRUCTION LIMITED
199 Bay St, Suite 2800, Commerce Court W
Toronto, ON M5L 1A9

Current

Block

Status

3 6070 N.W.T. LIMITED
PO Box 1734, House 2436
Iqaluit, NU X0A 0H0

Current

Block

Status

4

Current

Search ID#: Z04582736

TERCON INDUSTRIAL WORKS LTD.
#202, 166 Oriole Road
Kamloops, BC V2C 4N7

Block

Status

5 6070 N.W.T. LIMITED
29 Industrial Road, P.O. Box 1660
Inuvik, NT X0E 0T0

Current

Block

Status

6 DOWLAND CONTRACTING LTD.
7028 56 Avenue
Edmonton, AB T6B 1E4

Current by
13032012149

Block

Status

7 DOWLAND INDUSTRIAL WORKS LTD.
#202, 166 Oriole Road
Kamloops, BC V2C 4N7

Current by
13032012149

Block

Status

8 MG LODGING INUVIK LTD.
802, 5201 50 AVE
YELLOWKNIFE, NT X1A 3S8

Current by
13040227931

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
301, 10117 Jasper Avenue
Edmonton, AB T5J 1W5

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	240119568	2011	12 x 40 SKID OFFICE	MH - Mobile Home	Current
2	5XYZUDLA6DG021474	2013	HYUNDAI SANTA FE SPORT	MV - Motor Vehicle	Current
3	H177B3400452	2002	HYSTER H65XM FORKLIFT	MV - Motor Vehicle	Current
4	1111	1995	CEMENT MIXER	TR - Trailer	Current
5	908150471	2002	BOMBARDIER BR 180	MV - Motor Vehicle	Current
6	908150590	2001	BOMBARDIER BR 180	MV - Motor Vehicle	Current
7	SLP550BA3E1015956	2003	JCB 550 LOADER	MV - Motor Vehicle	Current
8	DW544JZ593375	2004	JOHN DEERE 544S 4WD LOADE	MV - Motor Vehicle	Current

Search ID#: Z04582736

9	51902985	2002	BOBCAT S185 SKID STEER	MV - Motor Vehicle	Current
10	GS3246191	2002	GENIE SCISSOR LIFT	MV - Motor Vehicle	Current
11	4ZJSL141591001027	2009	TEREX AL40000 LIGHT TOWER	MV - Motor Vehicle	Current
12	JJG0274324	2000	CASE 580SL SERIES 2	MV - Motor Vehicle	Current
13	38G8211B	1978	HTC-50W LINKBELT MOBILE C	MV - Motor Vehicle	Current
14	11984	1111	SHOP BUILT TRAILER	TR - Trailer	Current
15	GS680342252	2000	GENIE SCISSOR LIFT	MV - Motor Vehicle	Current
16	11409189	1999	PROTEC BOXER 114 IR SMOO	TR - Trailer	Current
17	512265353	2001	BOBCAT SKIDSTEER LOADER M	MV - Motor Vehicle	Current
18	514450695	2002	BOBCAT SKIDSTEER LOADER M	MV - Motor Vehicle	Current
19	707327	1111	SKYJACK SCISSORLIFT MODEL	MV - Motor Vehicle	Current
20	00W21P223475	2001	LULL RCH FORKLIFT 8000 LB	MV - Motor Vehicle	Current
21	JCB5AKKGP61192813	2007	JCB 535-140 C/W ATTACHMEN	MV - Motor Vehicle	Current
22	JCB5AKKGP61192810	2007	JCB 535-140 C/W ATTACHMEN	MV - Motor Vehicle	Current
23	N6M438731	2006	CASE 445SSL C/W ATTACHMEN	MV - Motor Vehicle	Current
24	35005382	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current
25	35005847	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current
26	35005894	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current
27	35005891	2007	DYNAPAC PLATE TAMPERS	TR - Trailer	Current
28	4ZJSL141181000567	2007	TEREX TRALER MOUNTED LIGH	TR - Trailer	Current
29	4ZJSL141381000568	2007	TEREX TRAILER MOUNTED LIG	TR - Trailer	Current
30	4ZJSL141581000569	2007	TEREX TRAILER MOUNTED LIG	TR - Trailer	Current
31	8BF00150	1988	CATERPILLAR D3G LGP CRAWL	MV - Motor Vehicle	Current

Search ID#: Z04582736

32	SLP550BA3E1015B59	2003	JCB LOAD ALL ZOOM LOADER	MV - Motor Vehicle	Current
33	ST06009	1111	OFFICE UNIT, SKID MOUNTED	MH - Mobile Home	Current
34	20188321	1111	NT WASHCAR	MH - Mobile Home	Current
35	T53AXAS	2005	ASI TS3AXAS COMPRESSOR	TR - Trailer	Current
36	20005109	2000	Office Trailer 12 x40	MH - Mobile Home	Current
37	240005221	1111	Office Trailer 10 x 40	MH - Mobile Home	Current
38	ST06081	1111	Office Unit	MH - Mobile Home	Current
39	35007354	1111	LG 500 PLATE TAMPER	TR - Trailer	Current
40	4ZJSL141791001028	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
41	4ZJSL1419910011029	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
42	4ZJSL141591001030	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
43	4ZJSL141791001031	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
44	4ZJSL141991001032	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
45	4ZJSL141091001033	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
46	4ZJSL1412911001034	1111	TEREX AL4000 LIGHT TOWER	TR - Trailer	Current
47	4ZJSL141491001035	1111	TEEX AL4000 LIGHT TOWER	TR - Trailer	Current
48	10640174	1974	TEXOMA RIG	TR - Trailer	Current
49	5760	1975	TEXOMA RIG	TR - Trailer	Current
50	1007144	1981	TEXOMA RIG	TR - Trailer	Current
51	71759	1989	GROVE 745 RT	TR - Trailer	Current
52	4ZJSL141691001036	1111	TEREX AL400 LIGHT TOWER	TR - Trailer	Current
53	167246	2000	INGERSOL RAND ZOOM BOOM	TR - Trailer	Current
54	R1044Y103	1111	REIMER MIXER	TR - Trailer	Current
55	C08735	1982	SCHRAMM T985	TR - Trailer	Current
56	43146	2005	SKYJACK SCISSORLIFT 8841G	TR - Trailer	Current
57	T00320A126378	2006	JOHN DEER SKID STEER LOAD	MV - Motor Vehicle	Current

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

58	16686	2000	GENIE Z45/25 MANLIFT	MV - Motor Vehicle	Current
59	GS3246178	2003	GENIE SCISSOR LIFT GS26/3	MV - Motor Vehicle	Current
60	43096	2006	SKYJACK SCISSOR LIFT SJ88	MV - Motor Vehicle	Current
61	40000022	2006	SKYJACK SCISSOR LIFE SJ88	MV - Motor Vehicle	Current
62	43488	2006	SKYJACK SCISSOR LIFT SJ84	MV - Motor Vehicle	Current
63	Z452509A39107	2009	GENIE LIFT Z45/25J MAN LI	MV - Motor Vehicle	Current
64	Z452509A39109	2009	GENIE LIFT Z45/25J MAN LI	MV - Motor Vehicle	Current
65	GTH1009A13696	2009	GENIE ZOOM BOOM	MV - Motor Vehicle	Current
66	N8M483479	2009	CASE 440 CT SKIDSTEER	MV - Motor Vehicle	Current
67	N8M492494	2009	CASE 440 SSL SKIDSTEER	MV - Motor Vehicle	Current
68	550GA4E1039853	2004	JCB 550 ZOOM BOOM	MV - Motor Vehicle	Current
69	113210307311	2011	11x32 SK/LAVATORY TN2349	MH - Mobile Home	Current
70	126009263610	2010	12x60 SKID OFFICE TN1744	MH - Mobile Home	Current
71	105207149508	2008	10X52 OFFICE TN1744	MH - Mobile Home	Current
72	IST040	1111	8 X 13 INS. SWG TANK ISTO TR	Trailer	Current
73	103209260110	1111	10X32 MOVILE OFFICE TN223	MH - Mobile Home	Current
74	J0805102	2008	10X52 FIELD OFFICE	MH - Mobile Home	Current
75	10520682607	2007	10X52 OFFICE TN1347	MH - Mobile Home	Current
76	102111416012	2012	10X21 SK LAVATORY TN2574	MH - Mobile Home	Current
77	IST102	1111	8X13 INS. SWGE TANK IST10	TR - Trailer	Current
78	1FD0W4HT1BEC26943	2011	FORD F450	MV - Motor Vehicle	Current
79	240118405	2011	12 x 40 SKID OFFICE	MH - Mobile Home	Current By 13031514158
80	AWP1273051	1111	GENIE Manlift 40 Persona	MV - Motor Vehicle	Current By 13032012149
81	1GT220CG6DZ147774	2012	Gmc Sierra 250	MV - Motor Vehicle	Current By 13032012149

Search ID#: Z04582736

82	1FT7W28098E08285	2011	F250 c/c XLT Ford	MV - Motor Vehicle	Current By 13032012149
83	1FT7W2B67CEB11579	2012	F250 c/c XLT Ford	MV - Motor Vehicle	Current By 13032012149
84	CPX78432	1111	36 X60 Skid Office Compl	MH - Mobile Home	Current By 13032012149
85	2583RRT050208	2008	10 x28 Skidded Office/Lu	MH - Mobile Home	Current By 13032012149
86	622235	1111	John Deere 544K Wheel Loa	MV - Motor Vehicle	Current By 13032012149
87	1C6RD7FP3CS121646	2012	Dodge Ram Truck 1500 ST 4	MV - Motor Vehicle	Current By 13032012149
88	1FTFW1EV4AFA65693	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032012149
89	1FTFW1EV2AFC24999	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032012149
90	1FTFW1EV0AFA65691	2010	Ford F-150 XLT	MV - Motor Vehicle	Current By 13032012149
91	SLK09234	2009	CAT 257B2	MV - Motor Vehicle	Current By 13032012149
92	5501001	1111	CAT 972G 96 Forks and Ca	MV - Motor Vehicle	Current By 13032012149
93	CATTH460VSLF02861	1111	CAT Telescoping Forklift	MV - Motor Vehicle	Current By 13032012149
94	CJF0055977	1111	580 M Case Backhoe c/w Bu	MV - Motor Vehicle	Current By 13032012149
95	1FT8W3BT4BEA00941	2011	Ford F-350 4x4 Crewcab	MV - Motor Vehicle	Current By 13032012149
96	1FT8W3BT6BEA00942	2011	Ford F-350 4x4 Crewcab	MV - Motor Vehicle	Current By 13032012149
97	BB1005509410E	1111	Zoom Boom	MV - Motor Vehicle	Current By 13032012149
98	1E9DE4020AA283023	1111	Mobile Office	MH - Mobile Home	Current By 13032012149
99	3BKHHM5H1BF946796	2011	Kenworth WT-01 Welding Tr	MV - Motor Vehicle	Current By 13032012149
100	1GTHK23U06F263005	2006	GMC Sierra K2500	MV - Motor Vehicle	Current By 13032637179
101	1GT120CGXCF118629	2012	GMC SIERRA 2500	MV - Motor Vehicle	Current By 13032637179
102	1FTNW20L9YED64460	2000	FORD F25 CREW CAB	MV - Motor Vehicle	Current By 13032637179

Search ID#: Z04582736

103	3GTEC14X66G258845	2006	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032637179
104	2HUYK16507H002421	2007	HONDA RIDGELINE	MV - Motor Vehicle	Current By 13032637179
105	2CKDL73F576228944	2007	PONTIAC TORRENT	MV - Motor Vehicle	Current By 13032637179
106	2CKDL43FX86055891	2008	PONTIAC TORRENT	MV - Motor Vehicle	Current By 13032637179
107	2G4WF582881349091	2008	BUICK ALLURE	MV - Motor Vehicle	Current By 13032637179
108	1FMCU9DG3AKC80768	2010	FORD ESCAPE	MV - Motor Vehicle	Current By 13032637179
109	1FTYR44U58PA25296	2008	FORD RANGER	MV - Motor Vehicle	Current By 13032637179
110	1FT8W3B68BEA27666	2011	FORD KING RANCH	MV - Motor Vehicle	Current By 13032637179
111	3GTRKUEA4AG125008	2010	GMC 1500 CREW CAB	MV - Motor Vehicle	Current By 13032637179
112	1FMCU9D79CKB59584	2012	FORD ESCAPE XLT 4WD	MV - Motor Vehicle	Current By 13032637179
113	3D7LS38C55G820557	2005	DODGE RAM	MV - Motor Vehicle	Current By 13032637179
114	2GTEK13T071136459	2007	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032637179
115	1GCEK14C19Z111823	2009	CHEVY 1500 4 X 4	MV - Motor Vehicle	Current By 13032637179
116	1FTWW3B51AEB21806	2010	FORD F-350 CREW CAB	MV - Motor Vehicle	Current By 13032637179
117	1GAHG39U071202548	2007	CHEVY EXPRESS 3500	MV - Motor Vehicle	Current By 13032637179
118	1FBNE3BL5ADA21635	2010	FORD ECONOLINE E-350 VAN	MV - Motor Vehicle	Current By 13032637179
119	1FT7W28098E082785	2011	FORD F250 4 x 4 CREW CAB	MV - Motor Vehicle	Current By 13032637179
120	1FTPW14V29FA43886	2009	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032637179
121	1FTFW1EV9AFA41583	2010	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032637179
122	1FTFW1EF5BFB27161	2011	FORD F-150 XLT	MV - Motor Vehicle	Current By 13032637179
123	1FDJS34M0RHB89417	1994	FORD F-350	MV - Motor Vehicle	Current By 13032637179

Search ID#: Z04582736

124	1FBSS31S0SHA57400	2005	FORD ECONOLINE VAN	MV - Motor Vehicle	Current By 13032637179
125	1FBSS31S01HB11448	2001	FORD E350	MV - Motor Vehicle	Current By 13032637179
126	1FTSW2B57AEB18885	2010	FORD F250	MV - Motor Vehicle	Current By 13032637179
127	1GTHK29U073117430	2007	GMC SIERRA	MV - Motor Vehicle	Current By 13032637179
128	1FDKF38FXVEA50086	1997	FORD	MV - Motor Vehicle	Current By 13032637179
129	1GTHK29102E221835	2002	GMC SIERRA	MV - Motor Vehicle	Current By 13032637179
130	1FTNF21L3YED27144	2000	FORD F250	MV - Motor Vehicle	Current By 13032637179
131	1FT7W2B60BEC82785	2011	FORD F-250	MV - Motor Vehicle	Current By 13032637179
132	1FTSX21598EE35026	2008	FORD F-250	MV - Motor Vehicle	Current By 13032637179
133	1FRSW2B58A3E01185	2010	FORD 250 CREW CAB XLT	MV - Motor Vehicle	Current By 13032637179
134	1GNCT18X15K112188	2005	CHEV BLAZER	MV - Motor Vehicle	Current By 13032637179
135	1GTHK33K78F105560	2008	GMC SIERRA 3500	MV - Motor Vehicle	Current By 13032637179
136	2GC3K13M081158231	2008	CHEVY SIL 1500	MV - Motor Vehicle	Current By 13032637179
137	1GAHG39U931171228	2003	CHEV EXPRESS 3500	MV - Motor Vehicle	Current By 13032637179
138	3GTRKUEA1AG139545	2010	GMC SIERRA	MV - Motor Vehicle	Current By 13032637179
139	1FTWX31509EA02851	2009	FORD F350 XLT	MV - Motor Vehicle	Current By 13032637179
140	1GTFG15X441109031	2004	GMC SAVANA	MV - Motor Vehicle	Current By 13032637179
141	2FTRX18W9YCA06997	2000	FORD F150	MV - Motor Vehicle	Current By 13032637179
142	1GCDM19X52B146898	2002	CHEVY ASTRO	MV - Motor Vehicle	Current By 13032637179
143	2FDJF37H5KCA49573	1989	FORD F350	MV - Motor Vehicle	Current By 13032637179
144	1FTNW20L0YED64461	2000	FORD F250 CREW CAB	MV - Motor Vehicle	Current By 13032637179

Search ID#: Z04582736

145	1FDWF37F1YEE03466	2000	FORD F350	MV - Motor Vehicle	Current By 13032637179
146	1FTRW07LX1KD93839	2001	FORD F150 SUPERCREW	MV - Motor Vehicle	Current By 13032637179
147	1FTNW21F51EB26488	2001	FORD 250	MV - Motor Vehicle	Current By 13032637179
148	1FDXX47P93EC41398	2003	FORD F450	MV - Motor Vehicle	Current By 13032637179
149	1FTWW3056EA50871	2005	FORD F350	MV - Motor Vehicle	Current By 13032637179
150	1FTWW31596ED49917	2006	FORD F350	MV - Motor Vehicle	Current By 13032637179
151	1GTEK19BX6Z291718	2006	GMC SIERRA C1500	MV - Motor Vehicle	Current By 13032637179
152	1GCGG25V361144638	2006	CHEVROLET EXPRESS VAN	MV - Motor Vehicle	Current By 13032637179
153	1GTCS196868291541	2006	GMC CANYON	MV - Motor Vehicle	Current By 13032637179
154	1FTPW14V69FA27237	2009	GUYS F-150 PLATNUM	MV - Motor Vehicle	Current By 13032637179
155	AFTSW31F91EB19990	2001	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032637179
156	1GNDD13X74K153824	2004	CHEV BLAZER	MV - Motor Vehicle	Current By 13032637179
157	1GNCT18X35K112502	2005	CHEV BLAZER	MV - Motor Vehicle	Current By 13032637179
158	1GCGK29U8XE252683	1999	CHEV SILVERADO	MV - Motor Vehicle	Current By 13032637179
159	1FTWW3BY2AEB22635	2010	FORD F350 XL5	MV - Motor Vehicle	Current By 13032637179
160	1FTWW356AEB03768	2010	FORD F-350 CREW CAB	MV - Motor Vehicle	Current By 13032637179
161	1FTNE24L6YHA13386	2000	FORD E250 ECONOLINE	MV - Motor Vehicle	Current By 13032637179
162	1FDJW36F8TEA87729	1996	FORD F350 CREW CAB	MV - Motor Vehicle	Current By 13032637179
163	3GCFKSE760G112619	2013	CHEVROLET SILVERADO	MV - Motor Vehicle	Current By 13032637179
164	1FTWW3B51AEA64846	2010	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032637179
165	1FTWW3B51AEB08425	2010	FORD F-150 TON CREW CAB	MV - Motor Vehicle	Current By 13032637179

Search ID#: Z04582736

166	1GTHK23K58F219146	2008	GMC SIERRA 2500	MV - Motor Vehicle	Current By 13032637179
167	1GT220CG6CZ147774	2012	SIERRA SLE 2500 EXTENDED	MV - Motor Vehicle	Current By 13032637179
168	1GDJK34U16E250531	2006	GMC SIERRA K3500	MV - Motor Vehicle	Current By 13032637179
169	1FTWW315X8EC91433	2008	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13032637179
170	1GTHK23U6UF103051	2007	GMC SIERRA K2500	MV - Motor Vehicle	Current By 13032637179
171	1GDJK33U87F194956	2007	GMC SIERRA K3500	MV - Motor Vehicle	Current By 13032637179
172	1GKDT13X44K144883	2004	GMC JIMMY SLS	MV - Motor Vehicle	Current By 13032637179
173	1FTSW21546EC00954	2006	FORD F-250	MV - Motor Vehicle	Current By 13032637179
174	Z8008642	2005	GENIE 80 FT ARTICULATE BO	MV - Motor Vehicle	Current By 13032637179
175	AA200461	2003	CAT 972G LOADER WITH ATTA	MV - Motor Vehicle	Current By 13032637179
176	2NKWL50X9LM556289	1990	KENWORTH 5800 CEMENT MIXE	MV - Motor Vehicle	Current By 13032637179
177	C179C2100K	1986	HYSTER V490 ROUGH TERRAIN	MV - Motor Vehicle	Current By 13032637179
178	GS680544261	1111	GMC W5500 4X2 FLATBED TRU	MV - Motor Vehicle	Current By 13032637179
179	167246	2000	INGERSOL-RAND ZOOM BOOM	MV - Motor Vehicle	Current By 13032637179
180	T00332E139650	2007	JOHN DEERE SKID STEER 260	MV - Motor Vehicle	Current By 13032637179
181	1XKWD40XX8J936771	2008	KENWORTH 2900B W/ACCESSOR	MV - Motor Vehicle	Current By 13032637179
182	1070030892	2007	AMMANN ASC110 DRUM ROLLER	MV - Motor Vehicle	Current By 13032637179
183	DW644GD550187	1996	JOHN DEERE 644G	MV - Motor Vehicle	Current By 13032637179
184	RS634J20921445	2009	GEHL ZOOM BOOM	MV - Motor Vehicle	Current By 13032637179
185	AH096095	1983	YALE ELECTRIC LIFT MODEL	TR - Trailer	Current By 13032637179
186	TNK00659	2011	CAT 252B3 SKID STEER WITH	MV - Motor Vehicle	Current By 13032637179

Search ID#: Z04582736

187	SLP550BA3E1015854	2003	JCB 550 ZOOM BOOM LOADALL	MV - Motor Vehicle	Current By 13032637179
188	GTH1010A13734	2010	GENIE 1056 ZOOM BOOM	MV - Motor Vehicle	Current By 13032637179
189	1T0320DKCBG204733	2012	JOHN DEERE 320D SKID STEE	MV - Motor Vehicle	Current By 13032637179
190	51710	2006	SKYJACK SCISSOR LIFT 50-6	MV - Motor Vehicle	Current By 13032637179
191	1T0320DKCBG206661	2012	JOHN DEERE 320D SKID STEE	MV - Motor Vehicle	Current By 13032637179
192	XCK00228	2008	CAT 320DLRR EXCAVATOR WIT	MV - Motor Vehicle	Current By 13032637179
193	XCK00178	2008	CAT 320D	MV - Motor Vehicle	Current By 13032637179
194	TWR02509	2006	CAT 930G	MV - Motor Vehicle	Current By 13032637179
195	TWR01627	2006	CAT 930G LOADER	MV - Motor Vehicle	Current By 13032637179
196	TBM00628	2008	CAT TL1055 TELEHANDLER	MV - Motor Vehicle	Current By 13032637179
197	Z60044582	2004	GENIE Z-60/34 MANLIFT	MV - Motor Vehicle	Current By 13032637179
198	580108429	2010	GENIE AWD 80 MANLIFT	MV - Motor Vehicle	Current By 13032637179
199	613379	2001	SKYJACK SCISSOR LIFT SJII	MV - Motor Vehicle	Current By 13032637179
200	TBM00292	2007	CAT TL1055 TELEHANDLER	MV - Motor Vehicle	Current By 13032637179
201	Z8005709	2005	GENIE Z80/60 MANLIFT	MV - Motor Vehicle	Current By 13032637179
202	JKBVFHA189B579014	2009	KAWASAKI 360	MV - Motor Vehicle	Current By 13032637179
203	1M2P289C8XM028258	1999	MACK CEMENT MIXER TRUCK	MV - Motor Vehicle	Current By 13032637179
204	1M2P289C1WM025930	1998	MACK CEMENT MIXER TRUCK	MV - Motor Vehicle	Current By 13032637179
205	300096389	2003	JLG BOOM 60-64 FT/600S	MV - Motor Vehicle	Current By 13032637179
206	2HTAF1957BCA24093	1981	INTERNATIONAL F1954 WATER	MV - Motor Vehicle	Current By 13032637179
207	1149189	1999	PROTEC BOXER 114 DRUM ROL	MV - Motor Vehicle	Current By 13032637179

Search ID#: Z04582736

208	1M2P289C0WM025952	1998	MACK CEMENT MIXER TRUCK	MV - Motor Vehicle	Current By 13032637179
209	1FDZY90T4VA36258	1994	FORD C/W 9000 CEMENT MIXE	MV - Motor Vehicle	Current By 13032637179
210	RD61251915	1981	MACK 600 (FROM TUNDRA)	MV - Motor Vehicle	Current By 13032637179
211	DR2064CT26794	1979	CRANE CARRIER (FROM TUNDR	MV - Motor Vehicle	Current By 13032637179
212	C80735	1973	FORD CRANE CARRIER (FROM	MV - Motor Vehicle	Current By 13032637179
213	1NKDXBEX14R973497	2004	KENWORTH 5800 WITH DRILL	MV - Motor Vehicle	Current By 13032637179
214	SNINT5BS25C501693	2005	POLARIS TRAIL TOURING DLX	MV - Motor Vehicle	Current By 13032637179
215	918050471	2001	BOMBARDIER BR180 TRAILGRO	MV - Motor Vehicle	Current By 13032637179
216	GS3246191	2002	GENIE SCISSOR LIFT GS26/6	MV - Motor Vehicle	Current By 13032637179
217	2FUPYCYB4EV240066	1984	FREIGHTLINER VAC TRUCK	MV - Motor Vehicle	Current By 13032637179
218	1FDPF80C2VVA05535	1997	FORD 800 GRAVEL DUMP TRUC	MV - Motor Vehicle	Current By 13032637179
219	T0319DJ186212	2012	JOHN DEERE 319D TRACKED S	MV - Motor Vehicle	Current By 13032637179
220	519029895	2002	BOBCAT S185 SKIDSTEER	MV - Motor Vehicle	Current By 13032637179
221	530513401	2007	BOBCAT SKIDSTEER S205 WIT	MV - Motor Vehicle	Current By 13032637179
222	JCB5AGKGC61192756	2007	JCB LOADALL 550-140 PLUS	MV - Motor Vehicle	Current By 13032637179
223	1280107854	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179
224	1280107654	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179
225	1880107754	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179
226	17980107654	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179
227	13980107554	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179
228	125406E+11	1111	SKIDDED SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179

**Personal Property Registry
Search Results Report**

Search ID#: Z04582736

229	09070083	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032637179
230	09070053	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032637179
231	09070133	2009	FROST FIGHTER NG	TR - Trailer	Current By 13032637179
232	1215810308	1111	KNAACK WORK STAITON MODEL	TR - Trailer	Current By 13032637179
233	06100543PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637179
234	06090073PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637179
235	07050453PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637179
236	06100143PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637179
237	06030363PN	1111	FROSTFIGHTER	TR - Trailer	Current By 13032637179
238	1011063	2001	SUNDOWNER TREATMENT UNIT,	MH - Mobile Home	Current By 13032637179
239	020876168	2003	AMIDA LIGHT TOWER, MOBILE	MH - Mobile Home	Current By 13032637179
240	75328	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032637179
241	WP1550	1111	WACKER PLATE TAMPER	TR - Trailer	Current By 13032637179
242	N2846	1111	MIKASA JUMPING JACK M565H	TR - Trailer	Current By 13032637179
243	07120193	2007	FROST FIGHTER NG	TR - Trailer	Current By 13032637179
244	CC1300XL	2004	CONCRETE SAW	TR - Trailer	Current By 13032637179
245	1091610022306	2011	AVH5020D/600MM	TR - Trailer	Current By 13032637179
246	170102	2011	AVP1850/VPLATE	TR - Trailer	Current By 13032637179
247	8102561	1111	DCA-25USI 20KW GENERATOR	TR - Trailer	Current By 13032637179
248	U1100402184	1111	LINCOLN 500 WELDER (MOUNT	TR - Trailer	Current By 13032637179
249	1272607	1111	CONCRETE SAW DIAMOND CORE	TR - Trailer	Current By 13032637179

Search ID#: Z04582736

250	11040053PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637179
251	11110223PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637179
252	11110323PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637179
253	11030043N	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13032637179
254	42JSL141X11K72251	2003	TEREX LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637179
255	7120183	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637179
256	712023	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637179
257	07120243NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032637179
258	07120163NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032637179
259	09020223PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
260	09030313PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
261	09020093PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
262	09020203PN	2009	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
263	10655365	2011	AVH5020D/600MM	TR - Trailer	Current By 13032637179
264	1G9US141XSS201250	2004	1250 SAHARA GROUND HEATER	TR - Trailer	Current By 13032637179
265	07120153PN	2007	FORST FIGHTER HEATER NG	TR - Trailer	Current By 13032637179
266	07120213PN	2007	FROST FIGHTER HEATER NG	TR - Trailer	Current By 13032637179
267	09060013PN	2010	FROSTFIGHTER HEATER/EDF35	TR - Trailer	Current By 13032637179
268	10030003PN	2010	FROSTFIGHTER HEATER/EDF35	TR - Trailer	Current By 13032637179
269	L123212021598434	2001	GE 12X32 SKIDDED WASHCAR	MH - Mobile Home	Current By 13032637179
270	1882440	2008	WACKER DPU 6055 PLATE TAM	TR - Trailer	Current By 13032637179

Search ID#: Z04582736

271	1132046	2009	MAGNUM MLT 3060	TR - Trailer	Current By 13032637179
272	1132039	2009	MAGNUM MLT 3060	TR - Trailer	Current By 13032637179
273	32007446	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032637179
274	7610CN6462	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032637179
275	7610CN6532	2009	LG 6000 JUMPING JACK	TR - Trailer	Current By 13032637179
276	09030533	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637179
277	09030373	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637179
278	09030433	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637179
279	2F9US1139AE080362	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13032637179
280	SF9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13032637179
281	1E9DE4020AA283026	2010	MOBILE BREAKROOM & CHASSI	MH - Mobile Home	Current By 13032637179
282	6140513	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
283	6110673	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
284	6110583	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
285	6100853	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
286	6110693	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
287	6110703	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
288	6100035	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
289	121423	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179
290	4030213	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179
291	5010723	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179

Search ID#: Z04582736

292	5010713	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179
293	5080443	1111	FROST FIGHTER OHU-250	TR - Trailer	Current By 13032637179
294	5080473	1111	FROST FIGHTER OHU-250	TR - Trailer	Current By 13032637179
295	7031773	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179
296	7031793	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179
297	7031343	1111	FROST FIGHTER OHV-350-11	TR - Trailer	Current By 13032637179
298	341084UJN819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637179
299	343282UBQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637179
300	380375U1Q819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637179
301	380378U1Q819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637179
302	379075UKQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637179
303	380377ULQ819	1111	INGERSOL RAND LIGHT PLANT	TR - Trailer	Current By 13032637179
304	R10446102	1995	REIMER CEMENT MIXER, TRIA	TR - Trailer	Current By 13032637179
305	70039	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637179
306	70037	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637179
307	70987	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637179
308	72652	2007	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637179
309	62431	2006	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637179
310	67629	2006	MAGNUM PRO MLT 3060 LIGHT	TR - Trailer	Current By 13032637179
311	59960	2012	230 LITRE TIDY TANK	TR - Trailer	Current By 13032637179
312	60190	2012	230 LITRE TIDY TANK	TR - Trailer	Current By 13032637179

Search ID#: Z04582736

313	62306	2012	45 LITRE TIDY TANK	TR - Trailer	Current By 13032637179
314	62213	2012	45 LITRE TIDY TANK	TR - Trailer	Current By 13032637179
315	20188321	2001	NORTHERN TRAILER WASHCAR	MH - Mobile Home	Current By 13032637179
316	DPU10070/0007942	2000	WACKER PLATE TAMPER	TR - Trailer	Current By 13032637179
317	298900	1998	SUNDOWNER TREATMENT UNIT,	TR - Trailer	Current By 13032637179
318	101020004259	2001	BOMAG DOUBLE DRUM PACKER	TR - Trailer	Current By 13032637179
319	1000743	2008	STONE CONCRETE MIXER	TR - Trailer	Current By 13032637179
320	EAPC1008343	2007	HONDA EM6500 GENERATOR	TR - Trailer	Current By 13032637179
321	EZCT1011291	2005	HONDA GENERATOR	TR - Trailer	Current By 13032637179
322	79165	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032637179
323	75599	2005	BARTELL POWER TROWEL	TR - Trailer	Current By 13032637179
324	8052084	2008	GENERATOR 20KW	TR - Trailer	Current By 13032637179
325	EA11128338	1111	HONDA ES6500C	TR - Trailer	Current By 13032637179
326	C19806000677	1111	LINCLON WELDER CLASSIC 3D	TR - Trailer	Current By 13032637179
327	09030463	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637179
328	09030483	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637179
329	09030473	2009	FROST FIGHTER DIESEL	TR - Trailer	Current By 13032637179
330	4ZJSL141791001031	2009	TEREXAL4000 LIGHT TOWER	TR - Trailer	Current By 13032637179
331	101020011620	2005	BOMAG DOUBLE DRUM ROLLER	TR - Trailer	Current By 13032637179
332	PM101C16124E	2010	PREEM WILLIAMS BATCH PLAN	TR - Trailer	Current By 13032637179
333	YG8703	1111	SIMPSON MAXWELL GENERATOR	TR - Trailer	Current By 13032637179

Search ID#: Z04582736

334	LA096653	1111	MILLER BIG BLUE 402P WELD	TR - Trailer	Current By 13032637179
335	M10D140223	2010	KUBOTA/STAFORD GENSET/V36	TR - Trailer	Current By 13032637179
336	C1000600282	1111	LINCOLN WELDER 300D	TR - Trailer	Current By 13032637179
337	V1188	1111	SIMPSON MAXWELL GENERATOR	TR - Trailer	Current By 13032637179
338	3439233	1111	24 KW GEN SET (BLUE GEN S	TR - Trailer	Current By 13032637179
339	ZH8851	1111	HONDA GX160 PACKER	TR - Trailer	Current By 13032637179
340	14051	1111	CHICAGO PNEUMATIC AIR COM	TR - Trailer	Current By 13032637179
341	08295/002	1996	ATLAS COPCO XRVS 455	TR - Trailer	Current By 13032637179
342	260016142	1111	60 X 12 ATCO OFFICE UNIT	MH - Mobile Home	Current By 13032637179
343	64420	1111	HOTSY PRESSURE WASHER	TR - Trailer	Current By 13032637179
344	9581072	1111	SHEET METAL BRAKE	TR - Trailer	Current By 13032637179
345	EB369291209	1111	RIGID PIPE THREADER	TR - Trailer	Current By 13032637179
346	42054	1111	MCELROY PITTBULL FUSION M	TR - Trailer	Current By 13032637179
347	0923023	1111	CASE STREET SWEEPER ATTAC	TR - Trailer	Current By 13032637179
348	127003	1111	MCMILLEN AUGER ATTACHMENT	TR - Trailer	Current By 13032637179
349	1060746023	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637179
350	1060746024	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637179
351	106009258410	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637179
352	106009258510	2009	10X60 NORTHERN TRAILER OF	MH - Mobile Home	Current By 13032637179
353	180318552	1980	KITCHEN UNIT	MH - Mobile Home	Current By 13032637179
354	19930318252	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032637179

Search ID#: Z04582736

355	12480318352	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032637179
356	1880318452	1980	SLEEPER UNIT	MH - Mobile Home	Current By 13032637179
357	258016700	2001	SLEEPER WASHCAR UNIT	MH - Mobile Home	Current By 13032637179
358	1010843	2005	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637179
359	101630851673	2006	PLATE TAMPER	TR - Trailer	Current By 13032637179
360	07120223PN	2007	FROST FIGHTER HEATER NG	TR - Trailer	Current By 13032637179
361	2100092	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637179
362	01020006125/307097	2004	BOMAG DRUM ROLLER	TR - Trailer	Current By 13032637179
363	99120213	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
364	02080333	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
365	00080983	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
366	02111323	2006	FROST FIGHTER	TR - Trailer	Current By 13032637179
367	2080263	2006	FROST FIGHTER	TR - Trailer	Current By 13032637179
368	02100303	2006	FROST FIGHTER	TR - Trailer	Current By 13032637179
369	02060283	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
370	9111333	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
371	02112873	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
372	02111573	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
373	GCABT3482124	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032637179
374	GSABT3482159	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032637179
375	GSABT3482160	2009	HONDA WATER PUMP	TR - Trailer	Current By 13032637179

Search ID#: Z04582736

376	9100433	1111	FROST FIGHTER	TR - Trailer	Current By 13032637179
377	101540487312	1111	BOMAG JUMPING JACK	TR - Trailer	Current By 13032637179
378	101020000330	2003	BOMAG ROLLER	TR - Trailer	Current By 13032637179
379	020976408	2003	AMIDA LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637179
380	E132911	2006	MAXAIR PREMIUM COMPRESSOR	TR - Trailer	Current By 13032637179
381	07120173PN	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637179
382	42007302	2006	STONE CEMENT MIXER	TR - Trailer	Current By 13032637179
383	07120143NG	2007	FROST FIGHTER	TR - Trailer	Current By 13032637179
384	09060123PN	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
385	254942035	1111	TRAVECO SIDE BY SIDE CAMP	MH - Mobile Home	Current By 13032637179
386	254942036	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637179
387	254942037	1111	v	MH - Mobile Home	Current By 13032637179
388	254942038	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637179
389	254942039	1111	Travco side by side camp	MH - Mobile Home	Current By 13032637179
390	H95E11115	1111	SUPPORT UNIT FOR TRAVCO C	MH - Mobile Home	Current By 13032637179
391	S15425459P	1980	ATCO OFFICE UNIT, SKID MO	MH - Mobile Home	Current By 13032637179
392	011072238	2003	AMIDA LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637179
393	2EP21311761021593	2007	CROWN CEMENT MIXER MODE	TR - Trailer	Current By 13032637179
394	000000AR06506	1997	CUSTOM OFFICE UNIT, MOBIL	MH - Mobile Home	Current By 13032637179
395	4ZJSL141181000568	2008	TEREX LIGHT TOWER, MOBILE	TR - Trailer	Current By 13032637179
396	240005109	2000	OFFICE TRAILER 12X40	MH - Mobile Home	Current By 13032637179

Search ID#: Z04582736

397	1215810294	1111	KNAACK WORK STATION MODEL	TR - Trailer	Current By 13032637179
398	N81260180	1111	60X12 SKIDDED OFFICE UNIT	MH - Mobile Home	Current By 13032637179
399	1240080004	1111	32X12 SKIDDED LAVATORY UN	MH - Mobile Home	Current By 13032637179
400	1010823	2005	FROST FIGHTER HEATER	TR - Trailer	Current By 13032637179
401	1003052311	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
402	1003053311	2010	FROSTFIGHTER HEATER/IDF35	TR - Trailer	Current By 13032637179
403	4ZJSL151351012942	1111	TEREX ARMIDA AL5000 LIGHT	TR - Trailer	Current By 13032637179
404	4ZJSL151151012938	1111	TEREX ARMIDA AL5000 LIGHT	TR - Trailer	Current By 13032637179
405	11110373	1111	FROSTFIGHTER DIESEL	TR - Trailer	Current By 13032637179
406	2080153	1111	FROSTFIGHTER HEATER	TR - Trailer	Current By 13032637179
407	10655367	2011	AVH5020D/600MM	TR - Trailer	Current By 13032637179
408	1TTE5330251076782	2005	WABASH HIGHWAY TRAILER	TR - Trailer	Current By 13032637179
409	249B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
410	SH8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
411	SR9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
412	1GRDM963XRM04403	1994	TRIAXLE FLAT DECK TRAILER	TR - Trailer	Current By 13032637179
413	5V8VA53B86M602494	2006	VANGUARD HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
414	3BZET14205C004128	2005	NORTE UTILITY TRAILER	TR - Trailer	Current By 13032637179
415	2LDS53349E049017	2009	LODE KING HWY TRAILER 53	TR - Trailer	Current By 13032637179
416	1S13E9487PD348958	1992	STRICK HIGHWAY VAN	MH - Mobile Home	Current By 13032637179
417	SH8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	MH - Mobile Home	Current By 13032637179

Search ID#: Z04582736

418	SF9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	TR - Trailer	Current By 13032637179
419	2CU54ANE342001637	1997	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637179
420	2DEAC62626T005048	2000	DOUBLE A	TR - Trailer	Current By 13032637179
421	46YCP242X61078245	2006	WESTERN WORLD STARLITE CA	TR - Trailer	Current By 13032637179
422	2S9LN736XB1024490	2010	SOUTHLAND PHB25G-20BT	TR - Trailer	Current By 13032637179
423	2CU24AD612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637179
424	2H8V0482BGS040402	1986	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
425	2H8V0482BES055508	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
426	1S12E488SD392353	1995	STRICK HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
427	2TCV482B5FA351561	1985	TRAILMOBILE HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
428	2TCV482B6HA48540	1987	TRAILMOBILE HIGHWAY VAN	MH - Mobile Home	Current By 13032637179
429	1JJV482U6NL171633	1992	WABASH HIGHWAY TRAILER	TR - Trailer	Current By 13032637179
430	2M5921462K1019970	1989	MANAC HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
431	2CU24A40612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637179
432	2CUL2TG9722011284	2002	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13032637179
433	2RIB3W3E1E1000075	1984	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
434	2D9SV5967YH092176	2000	D-LINE UTILITY TRAILER	TR - Trailer	Current By 13032637179
435	2H8V04828ES042115	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13032637179
436	2HJYK16507H002421	2007	HONDA RIDGELINE	MV - Motor Vehicle	Current By 13041029783
437	3BKHH5H1BF946796	2011	Kentworth WT-01 welding t	MV - Motor Vehicle	Current By 13041029783
438	1FT7W28098EC82785	2011	FORD F250 4 x 4 CREW CAB	MV - Motor Vehicle	Current By 13041029783

Search ID#: Z04582736

439	1FBSS31S05HA57400	2005	FORD ECONOLINE VAN	MV - Motor Vehicle	Current By 13041029783
440	1GTHK29U07E117430	2007	GMC SIERRA	MV - Motor Vehicle	Current By 13041029783
441	1FRSW2B58AE01185	2010	FORD 250 CREW CAB XLT	MV - Motor Vehicle	Current By 13041029783
442	2GCEK13M081158231	2008	CHEVY SIL 1500	MV - Motor Vehicle	Current By 13041029783
443	1FTSW31F91EB19990	2001	FORD 350 CREW CAB	MV - Motor Vehicle	Current By 13041029783
444	1FTWW3BY2AEB22635	2010	FORD F350 XL5	MV - Motor Vehicle	Current By 13041029783
445	1GTHK23U67F103051	2007	GMC SIERRA K2500	MV - Motor Vehicle	Current By 13041029783
446	AAW00461	2003	CAT 972G LOADER WITH ATTA	MV - Motor Vehicle	Current By 13041029783
447	B100559410E	2001	CARELIFT ZB1055-44 ZOOM B	MV - Motor Vehicle	Current By 13041029783
448	CATTHH460VSLF02861	2006	CAT TELESCOPIC FORKLIFT	MV - Motor Vehicle	Current By 13041029783
449	AJCB5AKKGE61192810	2007	JCB 535-140 LOADALL WITH	MV - Motor Vehicle	Current By 13041029783
450	11030043PN	1111	FROSTFIGHTER/DIESEL	TR - Trailer	Current By 13041029783
451	1G9US141X55201250	2004	1250 SAHARA GROUND HEATER	TR - Trailer	Current By 13041029783
452	2F9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	TR - Trailer	Current By 13041029783
453	R10446103	1995	REIMER CEMENT MIXER, TRIA	TR - Trailer	Current By 13041029783
454	4ZJSL141291001034	2009	TEREXAL4000 LIGHT TOWER	TR - Trailer	Current By 13041029783
455	2100093	2007	FROST FIGHTER HEATER	TR - Trailer	Current By 13041029783
456	99111333	1111	FROST FIGHTER	TR - Trailer	Current By 13041029783
457	GCABT3482159	2009	HONDA WATER PUMP	TR - Trailer	Current By 13041029783
458	GCABT3482160	2009	HONDA WATER PUMP	TR - Trailer	Current By 13041029783
459	101020000339	2003	BOMAG ROLLER	TR - Trailer	Current By 13041029783

Search ID#: Z04582736

460	4ZJSL141181000569	2008	TEREX LIGHT TOWER	TR - Trailer	Current By 13041029783
461	2R9B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029783
462	2H8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029783
463	2R9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	MV - Motor Vehicle	Current By 13041029783
464	2H8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	MH - Mobile Home	Current By 13041029783
465	2F9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	TR - Trailer	Current By 13041029783
466	2CU24A4D612008233	2001	TRAILTECH UTILITY TRAILER	TR - Trailer	Current By 13041029783
467	1FDZY90TRVA36258	1994	Ford c/w 9000 Cement Mixe	TR - Trailer	Current By 13041029783

Collateral: General

Block Description

1 All present and after acquired Personal Property

Status

Current

Search ID#: Z04582736

Business Debtor Search For:

DOWLAND INDUSTRIAL WORKS LTD.

Search ID #: Z04582736

Date of Search: 2013-Apr-17

Time of Search: 15:17:20

Registration Number: 13041730017

Registration Type: LAND CHARGE

Registration Date: 2013-Apr-17

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 3

Debtor(s)

Block

Status

1 DOWLAND CONTRACTING LTD.
7028 56 Ave NW
Edmonton, AB T6B 1E4

Current

Block

Status

2 DOWLAND CONTRACTING LTD.
29 Industrial, box 1660
Inuvik, NT X0E 0T0

Current

Block

Status

3 DOWLAND INDUSTRIAL WORKS LTD.
#202, 166 Oriole Road
Kamloops, BC V2C 4N7

Current

Block

Status

4 DOWLAND CONSTRUCTION, INC.
601 W 5th Ave Ste. 900
Anchorage, AK 99501

Current

Block

Status

5 6070 N.W.T. LIMITED
29 Industrial, box 1660
Inuvik, NT X0E 0T0

Current

Secured Party / Parties

Block

Status

Search ID#: Z04582736

1 ROYAL BANK OF CANADA
301, 10117 Jasper Avenue
Edmonton, AB T5J 1W7

Current

Result Complete

>

Page: 1

BC OnLine: PPRS SEARCH RESULT 2013/04/26
Lterm: XPSP0054 For: PG96238 ELDOR-WAL REGISTRATIONS (1987) LT 10:51:11

Index: BUSINESS DEBTOR

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: OCT 21, 2011 Reg. Length: 5 YEARS
Reg. Time: 10:32:07 Expiry Date: OCT 21, 2016
Base Reg. #: 410886G Control #: D0835245

Block#

S0001 Secured Party: ROYAL BANK OF CANADA
180 WELLINGTON ST, W. 3RD FLR.
TORONTO ON M5J 1J1

=D0001 Base Debtor: DOWLAND INDUSTRIAL WORKS LTD.
(Business) 9820 44 AVE NW
EDMONTON AB T6E 5E5

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING
INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION,
MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND
VEHICLES OF WHATSOEVER NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS)
CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY,
LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY.

Registering

Party: ROYAL BANK OF CANADA
180 WELLINGTON ST, W. 3RD FLR.
TORONTO ON M5J 1J1

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 239329H Reg. Date: MAR 15, 2013
Reg. Time: 14:39:21
Control #: D1683881

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 410886G Base Reg. Date: OCT 21, 2011

Details Description:

ADD 4 DEBTORS AND 79 SERIAL # GOODS

Block#

*** ADDED ***

D0002 Bus. Debtor: 6070 N.W.T. LIMITED
PO BOX 1734, HOUSE 2436
IQALUIT NU X0A 0H0

*** ADDED ***

D0003 Bus. Debtor: 6070 N.W.T. LIMITED
29 INDUSTRIAL RD, PO BOX 1660
INUVIK NT X0E 0T0

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 2

*** ADDED ***

D0004 Bus. Debtor: TERCON INDUSTRIAL WORKS LTD.
 #202, 166 ORIOLE ROAD
 KAMLOOPS BC V2C 4N7

*** ADDED ***

D0005 Bus. Debtor: NCC DOWLAND CONSTRUCTION LIMITED
 199 BAY ST, STE 2800, COMCRT W
 TORONTO ON M5L 1A9

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0001 MH	240118405	2011	12 X 40 SKID OFFICE	NR
*** ADDED ***				
V0002 MH	240119568	2011	12 X 40 SKID OFFICE	NR
*** ADDED ***				
V0003 MV	5XYZUDLA6DG021474	2013	HYUNDAI SANTA FE SPORT	
*** ADDED ***				
V0004 MV	H177B3400452	2002	HYSTER H65XM FORKLIFT	
*** ADDED ***				
V0005 TR	1111	1995	CEMENT MIXER	
*** ADDED ***				
V0006 MV	908150471	2002	BOMBARDIER BR 180	
*** ADDED ***				
V0007 MV	908150590	2001	BOMBARDIER BR 180	
*** ADDED ***				
V0008 MV	SLP550BA3E1015956	2003	JCB 550 LOADER	
*** ADDED ***				
V0009 MV	DW544JZ593375	2004	JOHN DEERE 544S 4WD LOADE	
*** ADDED ***				
V0010 MV	51902985	2002	BOBCAT S185 SKID STEER	
*** ADDED ***				
V0011 MV	GS32-46191	2002	GENIE SCISSOR LIFT	
*** ADDED ***				
V0012 MV	4ZJSL141591001027	2009	TEREX AL40000 LIGHT TOWER	
*** ADDED ***				
V0013 MV	JJG0274324	2000	CASE 580SL SERIES 2	
*** ADDED ***				
V0014 MV	38G8211B	1978	HTC-50W LINKBELT MOBILE C	
*** ADDED ***				
V0015 TR	11984		SHOP BUILT TRAILER	
*** ADDED ***				
V0016 MV	GS6803-42252	2000	GENIE SCISSOR LIFT	
*** ADDED ***				
V0017 TR	11409189	1999	PROTEC BOXER 114 IR0 SMOO	
*** ADDED ***				
V0018 MV	512265353	2001	BOBCAT SKIDSTEER LOADER M	
*** ADDED ***				
V0019 MV	514450695	2002	BOBCAT SKIDSTEER LOADER M	
*** ADDED ***				
V0020 MV	707327		SKYJACK SCISSORLIFT MODEL	
*** ADDED ***				

V0021	MV	00W21P22-3475	2001	LULL RCH FORKLIFT 8000 LB
	*** ADDED ***			
V0022	MV	JCB5AKKGP61192813	2007	JCB 535-140 C/W ATTACHMEN

Continued on Page 3

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 3

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0023	MV	JCB5AKKGP61192810	2007	JCB 535-140 C/W ATTACHMEN	
	*** ADDED ***				
V0024	MV	N6M438731	2006	CASE 445SSL C/W ATTACHMEN	
	*** ADDED ***				
V0025	TR	35005382	2007	DYNAPAC PLATE TAMPERS	
	*** ADDED ***				
V0026	TR	35005847	2007	DYNAPAC PLATE TAMPERS	
	*** ADDED ***				
V0027	TR	35005894	2007	DYNAPAC PLATE TAMPERS	
	*** ADDED ***				
V0028	TR	35005891	2007	DYNAPAC PLATE TAMPERS	
	*** ADDED ***				
V0029	TR	4ZJSL141181000567	2007	TEREX TRALER MOUNTED LIGH	
	*** ADDED ***				
V0030	TR	4ZJSL141381000568	2007	TEREX TRALER MOUNTED LIGH	
	*** ADDED ***				
V0031	TR	4ZJSL141581000569	2007	TEREX TRALER MOUNTED LIGH	
	*** ADDED ***				
V0032	MV	8BF00150	1988	CATERPILLAR D3G LGP CRAWL	
	*** ADDED ***				
V0033	MV	SLP550BA3E1015B59	2003	JCB LOAD ALL ZOOM LOADER	
	*** ADDED ***				
V0034	MH	ST06009		OFFICE UNIT, SKID MOUNTED NR	
	*** ADDED ***				
V0035	MH	20188321		NT WASHCAR	NR
	*** ADDED ***				
V0036	TR	T53AXAS	2005	ASI TS3AXAS COMPRESSOR	
	*** ADDED ***				
V0037	MH	20005109	2000	OFFICE TRAILER 12 X40	NR
	*** ADDED ***				
V0038	MH	240005221		OFFICE TRAILER 10 X 40	NR
	*** ADDED ***				
V0039	MH	ST06081		OFFICE UNIT	NR
	*** ADDED ***				
V0040	TR	35007354		LG 500 PLATE TAMPER	
	*** ADDED ***				
V0041	TR	4ZJSL141791001028		TEREX AL4000 LIGHT TOWER	
	*** ADDED ***				
V0042	TR	4ZJSL1419910011029		TEREX AL4000 LIGHT TOWER	
	*** ADDED ***				
V0043	TR	4ZJSL141591001030		TEREX AL4000 LIGHT TOWER	
	*** ADDED ***				
V0044	TR	4ZJSL141791001031		TEREX AL4000 LIGHT TOWER	
	*** ADDED ***				
V0045	TR	4ZJSL141991001032		TEREX AL4000 LIGHT TOWER	
	*** ADDED ***				
V0046	TR	4ZJSL141091001033		TEREX AL4000 LIGHT TOWER	

V0047	TR	4ZJSL1412911001034	TEREX AL4000 LIGHT TOWER
	*** ADDED ***		
V0048	TR	4ZJSL141491001035	TEREX AL4000 LIGHT TOWER
	*** ADDED ***		
V0049	TR	106401-74 1974	TEXOMA RIG

Continued on Page 4

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 4

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0050	TR	5760	1975	TEXOMA RIG	
	*** ADDED ***				
V0051	TR	1007144	1981	TEXOMA RIG	
	*** ADDED ***				
V0052	TR	71759	1989	GROVE 745 RT	
	*** ADDED ***				
V0053	TR	4ZJSL141691001036		TEREX AL4000 LIGHT TOWER	
	*** ADDED ***				
V0054	TR	167246	2000	INGERSOL RAND ZOOM BOOM	
	*** ADDED ***				
V0055	TR	R1044Y103		REIMER MIXER	
	*** ADDED ***				
V0056	TR	C08735	1982	SCHRAMM T985	
	*** ADDED ***				
V0057	TR	43146	2005	SKYJACK SCISSORLIFT 8841G	
	*** ADDED ***				
V0058	MV	T00320A126378	2006	JOHN DEER SKID STEER LOAD	
	*** ADDED ***				
V0059	MV	16686	2000	GENIE Z45/25 MANLIFT	
	*** ADDED ***				
V0060	MV	GS32-46178	2003	GENIE SCISSOR LIFT GS26/3	
	*** ADDED ***				
V0061	MV	43096	2006	SKYJACK SCISSOR LIFT SJ88	
	*** ADDED ***				
V0062	MV	40000022	2006	SKYJACK SCISSOR LIFE SJ88	
	*** ADDED ***				
V0063	MV	43488	2006	SKYJACK SCISSOR LIFT SJ84	
	*** ADDED ***				
V0064	MV	Z452509A-39107	2009	GENIE LIFT Z45/25J MAN LI	
	*** ADDED ***				
V0065	MV	Z452509-A39109	2009	GENIE LIFT Z45/25J MAN LI	
	*** ADDED ***				
V0066	MV	GTH1009A-13696	2009	GENIE ZOOM BOOM	
	*** ADDED ***				
V0067	MV	N8M483479	2009	CASE 440 CT SKIDSTEER	
	*** ADDED ***				
V0068	MV	N8M492494	2009	CASE 440 SSL SKIDSTEER	
	*** ADDED ***				
V0069	MV	550GA4E1039853	2004	JCB 550 ZOOM BOOM	
	*** ADDED ***				
V0070	MH	113210307311	2011	11X32 SK/LAVATORY TN2349	NR
	*** ADDED ***				
V0071	MH	126009263610	2010	12X60 SKID OFFICE TN1744	NR
	*** ADDED ***				

V0072	MH	105207149508	2008	10X52 OFFICE TN1744	NR
	*** ADDED ***				
V0073	TR	IST040		8 X 13 INS. SWG TANK ISTO	
	*** ADDED ***				
V0074	MH	103209260110		10X32 MOVILE OFFICE TN223	NR
	*** ADDED ***				
V0075	MH	J08051-02	2008	10X52 FIELD OFFICE	NR
	*** ADDED ***				
V0076	MH	10520682607	2007	10X52 OFFICE TN1347	NR

Continued on Page 5

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 5

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0077 MH	102111416012	2012	10X21 SK LAVATORY TN2574	NR
*** ADDED ***				
V0078 TR	IST102		8X13 INS. SWGE TANK IST10	
*** ADDED ***				
V0079 MV	1FD0W4HT1BEC26943	2011	FORD F450	

Registering

Party: FRASER MILNER CASGRAIN LLP
2900, 10180 101 ST NW
EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 249225H

Reg. Date: MAR 20, 2013

Reg. Time: 12:56:35

Control #: D1694261

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 410886G

Base Reg. Date: OCT 21, 2011

Details Description:

ADD 3 DEBTORS & 20 SER# ITEMS

Block#

*** ADDED ***

D0006 Bus. Debtor: DOWLAND CONTRACTING LTD.
7028 56 AVE NW
EDMONTON AB T6B 1E4

*** ADDED ***

D0007 Bus. Debtor: DOWLAND CONTRACTING LTD.
29 INDUSTRIAL RD, PO BOX 1660
INUUVIK NT X0E 0T0

*** ADDED ***

D0008 Bus. Debtor: DOWLAND CONSTRUCTION, INC.
601 W 5TH AVE STE 900
ANCHORAGE AK 99501

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***
 V0080 MV AWP12-73051 GENIE MANLIFT 40 PERSONA
 *** ADDED ***
 V0081 MV 1GT220CG6DZ147774 2012 GMC SIERRA 250
 *** ADDED ***
 V0082 MV 1FT7W28098EO8285 2011 F250 C/C XLT FORD
 *** ADDED ***
 V0083 MV 1FT7W2B67CEB11579 2012 F250 C/C XLT FORD
 *** ADDED ***
 V0084 MH CPX78432 36 X60 SKID OFFICE COMPL NR
 *** ADDED ***
 V0085 MH 2583RRT050208 2008 10 X28 SKIDDED OFFICE/LU NR

Continued on Page 6

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 6

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0086 MV	622235		JOHN DEERE 544K WHEEL LOA	
*** ADDED ***				
V0087 MV	1C6RD7FP3CS121646	2012	DODGE RAM TRUCK 1500 ST 4	
*** ADDED ***				
V0088 MV	1FTFW1EV4AFA65693	2010	FORD F-150 XLT	
*** ADDED ***				
V0089 MV	1FTFW1EV2AFC24999	2010	FORD F-150 XLT	
*** ADDED ***				
V0090 MV	1FTFW1EV0AFA65691	2010	FORD F-150 XLT	
*** ADDED ***				
V0091 MV	SLK09234	2009	CAT 257B2	
*** ADDED ***				
V0092 MV	5501001		CAT 972G 960 FORKS AND CA	
*** ADDED ***				
V0093 MV	CATTH460VSLF02861		CAT TELESCOPING FORKLIFT	
*** ADDED ***				
V0094 MV	CJF0055977		580 M CASE BACKHOE C/W BU	
*** ADDED ***				
V0095 MV	1FT8W3BT4BEA00941	2011	FORD F-350 4X4 CREWCAB	
*** ADDED ***				
V0096 MV	1FT8W3BT6BEA00942	2011	FORD F-350 4X4 CREWCAB	
*** ADDED ***				
V0097 MV	BB1005509410E		ZOOM BOOM	
*** ADDED ***				
V0098 MH	1E9DE4020AA283023		MOBILE OFFICE	NR
*** ADDED ***				
V0099 MV	3BKHHM5H1BF946796	2011	KENWORTH WT-01 WELDING TR	

Registering

Party: FRASER MILNER CASGRAIN LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 262226H

Reg. Date: MAR 27, 2013

Reg. Time: 16:06:20

Control #: D1706514

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 410886G

Base Reg. Date: OCT 21, 2011

Details Description:

ADD ABOUT 336 SERIAL # ITEMS

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0100 MV	1GTHK23U06F263005	2006	GMC SIERRA K2500	
*** ADDED ***				
V0101 MV	1GT120CGXCF118629	2012	GMC SIERRA 2500	
*** ADDED ***				
V0102 MV	1FTNW20L9YED64460	2000	FORD F25 CREW CAB	

Continued on Page 7

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0103 MV	3GTEC14X66G258845	2006	GMC SIERRA C1500	
*** ADDED ***				
V0104 MV	2HUYK16507H002421	2007	HONDA RIDGELINE	
*** ADDED ***				
V0105 MV	2CKDL73F576228944	2007	PONTIAC TORRENT	
*** ADDED ***				
V0106 MV	2CKDL43FX86055891	2008	PONTIAC TORRENT	
*** ADDED ***				
V0107 MV	2G4WF582881349091	2008	BUICK ALLURE	
*** ADDED ***				
V0108 MV	1FMCU9DG3AKC80768	2010	FORD ESCAPE	
*** ADDED ***				
V0109 MV	1FTYR44U58PA25296	2008	FORD RANGER	
*** ADDED ***				
V0110 MV	1FT8W3B68BEA27666	2011	FORD KING RANCH	
*** ADDED ***				
V0111 MV	3GTRKUEA4AG125008	2010	GMC 1500 CREW CAB	
*** ADDED ***				
V0112 MV	1FMCU9D79CKB59584	2012	FORD ESCAPE XLT 4WD	
*** ADDED ***				
V0113 MV	3D7LS38C55G820557	2005	DODGE RAM	
*** ADDED ***				
V0114 MV	2GTEK13T071136459	2007	GMC SIERRA C1500	
*** ADDED ***				
V0115 MV	1GCEK14C19Z111823	2009	CHEVY 1500 4 X 4	
*** ADDED ***				
V0116 MV	1FTWW3B51AEB21806	2010	FORD F-350 CREW CAB	
*** ADDED ***				
V0117 MV	1GAHG39U071202548	2007	CHEVY EXPRESS 3500	
*** ADDED ***				
V0118 MV	1FBNE3BL5ADA21635	2010	FORD ECONOLINE E-350 VAN	
*** ADDED ***				
V0119 MV	1FT7W28098EO82785	2011	FORD F250 4 X 4 CREW CAB	
*** ADDED ***				
V0120 MV	1FTPW14V29FA43886	2009	FORD F-150 XLT	

V0121	MV	1FTFW1EV9AFA41583	2010	FORD F-150 XLT
	*** ADDED ***			
V0122	MV	1FTFW1EF5BFB27161	2011	FORD F-150 XLT
	*** ADDED ***			
V0123	MV	1FDJS34M0RHB89417	1994	FORD F-350
	*** ADDED ***			
V0124	MV	1FBSS31S0SHA57400	2005	FORD ECONOLINE VAN
	*** ADDED ***			
V0125	MV	1FBSS31S01HB11448	2001	FORD E350
	*** ADDED ***			
V0126	MV	1FTSW2B57AEB18885	2010	FORD F250
	*** ADDED ***			
V0127	MV	1GTHK29U073117430	2007	GMC SIERRA
	*** ADDED ***			
V0128	MV	1FDKF38FXVEA50086	1997	FORD
	*** ADDED ***			
V0129	MV	1GTHK29102E221835	2002	GMC SIERRA

Continued on Page 8

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 8

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0130	MV	1FTNF21L3YED27144	2000	FORD F250	
	*** ADDED ***				
V0131	MV	1FT7W2B60BEC82785	2011	FORD F-250	
	*** ADDED ***				
V0132	MV	1FTSX21598EE35026	2008	FORD F-250	
	*** ADDED ***				
V0133	MV	1FRSW2B58A3E01185	2010	FORD 250 CREW CAB XLT	
	*** ADDED ***				
V0134	MV	1GNCT18X15K112188	2005	CHEV BLAZER	
	*** ADDED ***				
V0135	MV	1GTHK33K78F105560	2008	GMC SIERRA 3500	
	*** ADDED ***				
V0136	MV	2GC3K13M081158231	2008	CHEVY SIL 1500	
	*** ADDED ***				
V0137	MV	1GAHG39U931171228	2003	CHEV EXPRESS 3500	
	*** ADDED ***				
V0138	MV	3GTRKUEA1AG139545	2010	GMC SIERRA	
	*** ADDED ***				
V0139	MV	1FTWX31509EA02851	2009	FORD F350 XLT	
	*** ADDED ***				
V0140	MV	1GTFG15X441109031	2004	GMC SAVANA	
	*** ADDED ***				
V0141	MV	2FTRX18W9YCA06997	2000	FORD F150	
	*** ADDED ***				
V0142	MV	1GCDM19X52B146898	2002	CHEVY ASTRO	
	*** ADDED ***				
V0143	MV	2FDJF37H5KCA49573	1989	FORD F350	
	*** ADDED ***				
V0144	MV	1FTNW20L0YED64461	2000	FORD F250 CREW CAB	
	*** ADDED ***				
V0145	MV	1FDWF37F1YEE03466	2000	FORD F350	
	*** ADDED ***				

V0146	MV	1FTRW07LX1KD93839	2001	FORD F150 SUPERCREW
	*** ADDED ***			
V0147	MV	1FTNW21F51EB26488	2001	FORD 250
	*** ADDED ***			
V0148	MV	1FDXX47P93EC41398	2003	FORD F450
	*** ADDED ***			
V0149	MV	1FTWW3056EA50871	2005	FORD F350
	*** ADDED ***			
V0150	MV	1FTWW31596ED49917	2006	FORD F350
	*** ADDED ***			
V0151	MV	1GTEK19BX6Z291718	2006	GMC SIERRA C1500
	*** ADDED ***			
V0152	MV	1GCGG25V361144638	2006	CHEVROLET EXPRESS VAN
	*** ADDED ***			
V0153	MV	1GTCS196868291541	2006	GMC CANYON
	*** ADDED ***			
V0154	MV	1FTPW14V69FA27237	2009	GUYS F-150 PLATNUM
	*** ADDED ***			
V0155	MV	AFTSW31F91EB19990	2001	FORD 350 CREW CAB
	*** ADDED ***			
V0156	MV	1GNDT13X74K153824	2004	CHEV BLAZER

Continued on Page 9

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 9

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0157	MV	1GNCT18X35K112502	2005	CHEV BLAZER	
	*** ADDED ***				
V0158	MV	1GCGK29U8XE252683	1999	CHEV SILVERADO	
	*** ADDED ***				
V0159	MV	1FTWW3BY2AEB22635	2010	FORD F350 XL5	
	*** ADDED ***				
V0160	MV	1FTWW356AEB03768	2010	FORD F-350 CREW CAB	
	*** ADDED ***				
V0161	MV	1FTNE24L6YHA13386	2000	FORD E250 ECONOLINE	
	*** ADDED ***				
V0162	MV	1FDJW36F8TEA87729	1996	FORD F350 CREW CAB	
	*** ADDED ***				
V0163	MV	3GCFKSE760G112619	2013	CHEVROLET SILVERADO	
	*** ADDED ***				
V0164	MV	1FTWW3B51AEA64846	2010	FORD 350 CREW CAB	
	*** ADDED ***				
V0165	MV	1FTWW3B51AEB08425	2010	FORD F-150 " TON CREW CAB	
	*** ADDED ***				
V0166	MV	1GTHK23K58F219146	2008	GMC SIERRA 2500	
	*** ADDED ***				
V0167	MV	1GT220CG6CZ147774	2012	SIERRA SLE 2500 EXTENDED	
	*** ADDED ***				
V0168	MV	1GDJK34U16E250531	2006	GMC SIERRA K3500	
	*** ADDED ***				
V0169	MV	1FTWW315X8EC91433	2008	FORD 350 CREW CAB	
	*** ADDED ***				
V0170	MV	1GTHK23U6UF103051	2007	GMC SIERRA K2500	
	*** ADDED ***				
V0171	MV	1GDJK33U87F194956	2007	GMC SIERRA K3500	

V0172	MV	1GKDT13X44K144883	2004	GMC JIMMY SLS
V0173	MV	1FTSW21546EC00954	2006	FORD F-250
V0174	MV	Z8008-642	2005	GENIE 80 FT ARTICULATE BO
V0175	MV	AA200461	2003	CAT 972G LOADER WITH ATTA
V0176	MV	2NKWL50X9LM556289	1990	KENWORTH 5800 CEMENT MIXE
V0177	MV	C179C2100K	1986	HYSTER V490 ROUGH TERRAIN
V0178	MV	GS6805-44261		GMC W5500 4X2 FLATBED TRU
V0179	MV	167246	2000	INGERSOL-RAND ZOOM BOOM
V0180	MV	T00332E139650	2007	JOHN DEERE SKID STEER 260
V0181	MV	1XKWD40XX8J936771	2008	KENWORTH 2900B W/ACCESSOR
V0182	TR	1070030892	2007	AMMANN ASC110 DRUM ROLLER
V0183	MV	DW644GD550187	1996	JOHN DEERE 644G

Continued on Page 10

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 10

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0184	MV	RS634J20921445	2009	GEHL ZOOM BOOM
V0185	TR	AH096095	1983	YALE ELECTRIC LIFT MODEL
V0186	MV	TNK00659	2011	CAT 252B3 SKID STEER WITH
V0187	MV	SLP550BA3E1015854	2003	JCB 550 ZOOM BOOM LOADALL
V0188	MV	GTH1010A-13734	2010	GENIE 1056 ZOOM BOOM
V0189	MV	1T0320DKCBG204733	2012	JOHN DEERE 320D SKID STEE
V0190	MV	51710	2006	SKYJACK SCISSOR LIFT 50-6
V0191	MV	1T0320DKCBG206661	2012	JOHN DEERE 320D SKID STEE
V0192	MV	XCK00228	2008	CAT 320DLRR EXCAVATOR WIT
V0193	MV	XCK00178	2008	CAT 320D
V0194	MV	TWR02509	2006	CAT 930G
V0195	MV	TWR01627	2006	CAT 930G LOADER
V0196	MV	TBM00628	2008	CAT TL1055 TELEHANDLER

V0197	MV	Z60044582	2004	GENIE Z-60/34 MANLIFT
	*** ADDED ***			
V0198	MV	58010-8429	2010	GENIE AWD 80 MANLIFT
	*** ADDED ***			
V0199	MV	613379	2001	SKYJACK SCISSOR LIFT SJII
	*** ADDED ***			
V0200	MV	TBM00292	2007	CAT TL1055 TELEHANDLER
	*** ADDED ***			
V0201	MV	Z8005-709	2005	GENIE Z80/60 MANLIFT
	*** ADDED ***			
V0202	MV	JKBVFHA189B579014	2009	KAWASAKI 360
	*** ADDED ***			
V0203	MV	1M2P289C8XM028258	1999	MACK CEMENT MIXER TRUCK
	*** ADDED ***			
V0204	MV	1M2P289C1WM025930	1998	MACK CEMENT MIXER TRUCK
	*** ADDED ***			
V0205	MV	300096389	2003	JLG BOOM 60-64 FT/600S
	*** ADDED ***			
V0206	MV	2HTAF1957BCA24093	1981	INTERNATIONAL F1954 WATER
	*** ADDED ***			
V0207	MV	114-9189	1999	PROTEC BOXER 114 DRUM ROL
	*** ADDED ***			
V0208	MV	1M2P289C0WM025952	1998	MACK CEMENT MIXER TRUCK
	*** ADDED ***			
V0209	MV	1FDZY90T4VA36258	1994	FORD C/W 9000 CEMENT MIXE
	*** ADDED ***			
V0210	MV	RD61251915	1981	MACK 600 (FROM TUNDRA)

Continued on Page 11

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 11

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0211	MV	DR2064CT26794	1979	CRANE CARRIER (FROM TUNDR
	*** ADDED ***			
V0212	MV	C80735	1973	FORD CRANE CARRIER (FROM
	*** ADDED ***			
V0213	MV	1NKDXBEX14R973497	2004	KENWORTH 5800 WITH DRILL
	*** ADDED ***			
V0214	MV	SNINT5BS25C501693	2005	POLARIS TRAIL TOURING DLX
	*** ADDED ***			
V0215	MV	918050471	2001	BOMBARDIER BR180 TRAILGRO
	*** ADDED ***			
V0216	MV	GS3246191	2002	GENIE SCISSOR LIFT GS26/6
	*** ADDED ***			
V0217	MV	2FUPYCYB4EV240066	1984	FREIGHTLINER VAC TRUCK
	*** ADDED ***			
V0218	MV	1FDPF80C2VVA05535	1997	FORD 800 GRAVEL DUMP TRUC
	*** ADDED ***			
V0219	MV	T0319DJ186212	2012	JOHN DEERE 319D TRACKED S
	*** ADDED ***			
V0220	MV	519029895	2002	BOBCAT S185 SKIDSTEER
	*** ADDED ***			
V0221	MV	530513401	2007	BOBCAT SKIDSTEER S205 WIT
	*** ADDED ***			
V0222	MV	JCB5AGKGC61192756	2007	JCB LOADALL 550-140 PLUS

V0223	MH	1280107854	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0224	MH	1280107654	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0225	MH	1880107754	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0226	MH	17980107654	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0227	MH	13980107554	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0228	MH	125406E+11	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0229	TR	09070083 2009	FROST FIGHTER NG
	*** ADDED ***		
V0230	TR	09070053 2009	FROST FIGHTER NG
	*** ADDED ***		
V0231	TR	09070133 2009	FROST FIGHTER NG
	*** ADDED ***		
V0232	TR	1215810308	KNAACK WORK STAITON MODEL
	*** ADDED ***		
V0233	TR	06100543PN	FROSTFIGHTER
	*** ADDED ***		
V0234	TR	06090073PN	FROSTFIGHTER
	*** ADDED ***		
V0235	TR	07050453PN	FROSTFIGHTER
	*** ADDED ***		
V0236	TR	06100143PN	FROSTFIGHTER
	*** ADDED ***		
V0237	TR	06030363PN	FROSTFIGHTER

Continued on Page 12

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 12

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0238	MH	1011063	2001	SUNDOWNER TREATMENT UNIT, NR	
	*** ADDED ***				
V0239	MH	0208-76168	2003	AMIDA LIGHT TOWER, MOBILE NR	
	*** ADDED ***				
V0240	TR	75328	2005	BARTELL POWER TROWEL	
	*** ADDED ***				
V0241	TR	WP1550		WACKER PLATE TAMPER	
	*** ADDED ***				
V0242	TR	N2846		MIKASA JUMPING JACK M565H	
	*** ADDED ***				
V0243	TR	07120193	2007	FROST FIGHTER NG	
	*** ADDED ***				
V0244	TR	CC1300-XL	2004	CONCRETE SAW	
	*** ADDED ***				
V0245	TR	1091610-022306	2011	AVH5020D/600MM	
	*** ADDED ***				
V0246	TR	170102	2011	AVP1850/VPLATE	
	*** ADDED ***				
V0247	TR	8102561		DCA-25USI 20KW GENERATOR	
	*** ADDED ***				

V0248	TR	U1100402184	LINCOLN 500 WELDER (MOUNT
	*** ADDED ***		
V0249	TR	1272607	CONCRETE SAW DIAMOND CORE
	*** ADDED ***		
V0250	TR	11040053PN	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0251	TR	11110223PN	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0252	TR	11110323PN	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0253	TR	11030043N	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0254	TR	42JSL141X11K72251 2003	TEREX LIGHT TOWER, MOBILE
	*** ADDED ***		
V0255	TR	7120183 2007	FROST FIGHTER HEATER
	*** ADDED ***		
V0256	TR	712023 2007	FROST FIGHTER HEATER
	*** ADDED ***		
V0257	TR	07120243NG 2007	FROST FIGHTER
	*** ADDED ***		
V0258	TR	07120163NG 2007	FROST FIGHTER
	*** ADDED ***		
V0259	TR	09020223PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0260	TR	09030313PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0261	TR	09020093PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0262	TR	09020203PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0263	TR	10655365 2011	AVH5020D/600MM
	*** ADDED ***		
V0264	TR	1G9US141XSS201250 2004	1250 SAHARA GROUND HEATER

Continued on Page 13

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 13

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0265	TR	07120153PN 2007	FORST FIGHTER HEATER NG		
	*** ADDED ***				
V0266	TR	07120213PN 2007	FORST FIGHTER HEATER NG		
	*** ADDED ***				
V0267	TR	09060013PN 2010	FROSTFIGHTER HEATER/EDF35		
	*** ADDED ***				
V0268	TR	10030003PN 2010	FROSTFIGHTER HEATER/EDF35		
	*** ADDED ***				
V0269	MH	L123212021-598434 2001	GE 12X32 SKIDDED WASHCAR NR		
	*** ADDED ***				
V0270	TR	1882440 2008	WACKER DPU 6055 PLATE TAM		
	*** ADDED ***				
V0271	TR	1132046 2009	MAGNUM MLT 3060		
	*** ADDED ***				
V0272	TR	1132039 2009	MAGNUM MLT 3060		
	*** ADDED ***				
V0273	TR	32007446 2009	LG 6000 JUMPING JACK		

V0274	TR	7610CN6462	2009	LG 6000 JUMPING JACK
	*** ADDED ***			
V0275	TR	7610CN6532	2009	LG 6000 JUMPING JACK
	*** ADDED ***			
V0276	TR	09030533	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0277	TR	09030373	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0278	TR	09030433	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0279	TR	2F9US1139AE080362	2010	LINCOLN CLASSIC 300D WELD
	*** ADDED ***			
V0280	TR	SF9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD
	*** ADDED ***			
V0281	MH	1E9DE4020AA283026	2010	MOBILE BREAKROOM & CHASSI NR
	*** ADDED ***			
V0282	TR	6140513		FROST FIGHTER
	*** ADDED ***			
V0283	TR	6110673		FROST FIGHTER
	*** ADDED ***			
V0284	TR	6110583		FROST FIGHTER
	*** ADDED ***			
V0285	TR	6100853		FROST FIGHTER
	*** ADDED ***			
V0286	TR	6110693		FROST FIGHTER
	*** ADDED ***			
V0287	TR	6110703		FROST FIGHTER
	*** ADDED ***			
V0288	TR	6100035		FROST FIGHTER
	*** ADDED ***			
V0289	TR	121423		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0290	TR	4030213		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0291	TR	5010723		FROST FIGHTER OHV-350-11

Continued on Page 14

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 14

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0292	TR	5010713		FROST FIGHTER OHV-350-11	
	*** ADDED ***				
V0293	TR	5080443		FROST FIGHTER OHU-250	
	*** ADDED ***				
V0294	TR	5080473		FROST FIGHTER OHU-250	
	*** ADDED ***				
V0295	TR	7031773		FROST FIGHTER OHV-350-11	
	*** ADDED ***				
V0296	TR	7031793		FROST FIGHTER OHV-350-11	
	*** ADDED ***				
V0297	TR	7031343		FROST FIGHTER OHV-350-11	
	*** ADDED ***				
V0298	TR	341084UJN819		INGERSOL RAND LIGHT PLANT	
	*** ADDED ***				

V0299	TR	343282UBQ819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0300	TR	380375U1Q819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0301	TR	380378U1Q819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0302	TR	379075UKQ819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0303	TR	380377ULQ819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0304	TR	R10446102 1995	REIMER CEMENT MIXER, TRIA
	*** ADDED ***		
V0305	TR	70039 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0306	TR	70037 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0307	TR	70987 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0308	TR	72652 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0309	TR	62431 2006	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0310	TR	67629 2006	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0311	TR	59960 2012	230 LITRE TIDY TANK
	*** ADDED ***		
V0312	TR	60190 2012	230 LITRE TIDY TANK
	*** ADDED ***		
V0313	TR	62306 2012	45 LITRE TIDY TANK
	*** ADDED ***		
V0314	TR	62213 2012	45 LITRE TIDY TANK
	*** ADDED ***		
V0315	MH	20188321 2001	NORTHERN TRAILER WASHCAR NR
	*** ADDED ***		
V0316	TR	DPU100-70/0007942 2000	WACKER PLATE TAMPER
	*** ADDED ***		
V0317	TR	298900 1998	SUNDOWNER TREATMENT UNIT,
	*** ADDED ***		
V0318	TR	101020004259 2001	BOMAG DOUBLE DRUM PACKER

Continued on Page 15

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 15

Vehicle Collateral:				
Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0319	TR	1000743 2008	STONE CONCRETE MIXER	
	*** ADDED ***			
V0320	TR	EAPC1008343 2007	HONDA EM6500 GENERATOR	
	*** ADDED ***			
V0321	TR	EZCT1011291 2005	HONDA GENERATOR	
	*** ADDED ***			
V0322	TR	79165 2005	BARTELL POWER TROWEL	
	*** ADDED ***			
V0323	TR	75599 2005	BARTELL POWER TROWEL	
	*** ADDED ***			
V0324	TR	8052084 2008	GENERATOR 20KW	

V0325	*** ADDED ***	EA1-1128338	HONDA ES6500C
V0326	*** ADDED ***	C19806000677	LINCLON WELDER CLASSIC 3D
V0327	*** ADDED ***	09030463 2009	FROST FIGHTER DIESEL
V0328	*** ADDED ***	09030483 2009	FROST FIGHTER DIESEL
V0329	*** ADDED ***	09030473 2009	FROST FIGHTER DIESEL
V0330	*** ADDED ***	4ZJSL141791001031 2009	TEREXAL4000 LIGHT TOWER
V0331	*** ADDED ***	101020011620 2005	BOMAG DOUBLE DRUM ROLLER
V0332	*** ADDED ***	PM101C16124E 2010	PREEM WILLIAMS BATCH PLAN
V0333	*** ADDED ***	YG8703	SIMPSON MAXWELL GENERATOR
V0334	*** ADDED ***	LA096653	MILLER BIG BLUE 402P WELD
V0335	*** ADDED ***	M10D140223 2010	KUBOTA/STAFORD GENSET/V36
V0336	*** ADDED ***	C1000600282	LINCOLN WELDER 300D
V0337	*** ADDED ***	V1188	SIMPSON MAXWELL GENERATOR
V0338	*** ADDED ***	3439233	24 KW GEN SET (BLUE GEN S
V0339	*** ADDED ***	ZH8-851	HONDA GX160 PACKER
V0340	*** ADDED ***	14051	CHICAGO PNEUMATIC AIR COM
V0341	*** ADDED ***	08295/002 1996	ATLAS COPCO XRVS 455
V0342	*** ADDED ***	260016142	60 X 12 ATCO OFFICE UNIT
V0343	*** ADDED ***	64420	HOTSY PRESSURE WASHER
V0344	*** ADDED ***	9581072	SHEET METAL BRAKE
V0345	*** ADDED ***	EB36929-1209	RIGID PIPE THREADER

Continued on Page 16

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 16

Vehicle Collateral:				
Type	Serial #	Year	Make/Model	MH Reg.#
V0346	*** ADDED ***	42054	MCELROY PITTBULL FUSION M	
V0347	*** ADDED ***	0923023	CASE STREET SWEEPER ATTAC	
V0348	*** ADDED ***	127003	MCMILLEN AUGER ATTACHMENT	
V0349	*** ADDED ***	1060746023 2009	10X60 NORTHERN TRAILER OF NR	

V0350	MH	1060746024	2009	10X60 NORTHERN TRAILER OF NR	
	*** ADDED ***				
V0351	MH	106009258410	2009	10X60 NORTHERN TRAILER OF NR	
	*** ADDED ***				
V0352	MH	106009258510	2009	10X60 NORTHERN TRAILER OF NR	
	*** ADDED ***				
V0353	MH	180-3185-52	1980	KITCHEN UNIT	NR
	*** ADDED ***				
V0354	MH	19930-3182-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0355	MH	12480-3183-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0356	MH	1880-3184-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0357	MH	258016700	2001	SLEEPER WASHCAR UNIT	NR
	*** ADDED ***				
V0358	TR	1010843	2005	FROST FIGHTER HEATER	
	*** ADDED ***				
V0359	TR	101630851673	2006	PLATE TAMPER	
	*** ADDED ***				
V0360	TR	07120223PN	2007	FROST FIGHTER HEATER NG	
	*** ADDED ***				
V0361	TR	2100092	2007	FROST FIGHTER HEATER	
	*** ADDED ***				
V0362	TR	101020006125/307097	2004	BOMAG DRUM ROLLER	
	*** ADDED ***				
V0363	TR	99120213		FROST FIGHTER	
	*** ADDED ***				
V0364	TR	02080333		FROST FIGHTER	
	*** ADDED ***				
V0365	TR	00080983		FROST FIGHTER	
	*** ADDED ***				
V0366	TR	02111323	2006	FROST FIGHTER	
	*** ADDED ***				
V0367	TR	2080263	2006	FROST FIGHTER	
	*** ADDED ***				
V0368	TR	02100303	2006	FROST FIGHTER	
	*** ADDED ***				
V0369	TR	02060283		FROST FIGHTER	
	*** ADDED ***				
V0370	TR	9111333		FROST FIGHTER	
	*** ADDED ***				
V0371	TR	02112873		FROST FIGHTER	
	*** ADDED ***				
V0372	TR	02111573		FROST FIGHTER	

Continued on Page 17

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 17

Vehicle Collateral:

	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0373	TR	GCABT-3482124	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0374	TR	GSABT-3482159	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0375	TR	GSABT-3482160	2009	HONDA WATER PUMP	

V0376	*** ADDED ***	TR	9100433	FROST FIGHTER
V0377	*** ADDED ***	TR	101-540-48-7312	BOMAG JUMPING JACK
V0378	*** ADDED ***	TR	101020000330 2003	BOMAG ROLLER
V0379	*** ADDED ***	TR	0209-76408 2003	AMIDA LIGHT TOWER, MOBILE
V0380	*** ADDED ***	TR	E132911 2006	MAXAIR PREMIUM COMPRESSOR
V0381	*** ADDED ***	TR	07120173PN 2007	FROST FIGHTER HEATER
V0382	*** ADDED ***	TR	42007302 2006	STONE CEMENT MIXER
V0383	*** ADDED ***	TR	07120143NG 2007	FROST FIGHTER
V0384	*** ADDED ***	TR	09060123PN 2010	FROSTFIGHTER HEATER/IDF35
V0385	*** ADDED ***	MH	254942035	TRAVECO SIDE BY SIDE CAMP NR
V0386	*** ADDED ***	MH	254942036	TRAVCO SIDE BY SIDE CAMP NR
V0387	*** ADDED ***	MH	254942037	TRAVCO SIDE BY SIDE CAMP NR
V0388	*** ADDED ***	MH	254942038	TRAVCO SIDE BY SIDE CAMP NR
V0389	*** ADDED ***	MH	254942039	TRAVCO SIDE BY SIDE CAMP NR
V0390	*** ADDED ***	MH	H95E11115	SUPPORT UNIT FOR TRAVCO C NR
V0391	*** ADDED ***	MH	S15425459P 1980	ATCO OFFICE UNIT, SKID MO NR
V0392	*** ADDED ***	TR	0110-72238 2003	AMIDA LIGHT TOWER, MOBILE
V0393	*** ADDED ***	TR	2EP21311761021593 2007	CROWN CEMENT MIXER MODE
V0394	*** ADDED ***	MH	000000AR06506 1997	CUSTOM OFFICE UNIT, MOBIL NR
V0395	*** ADDED ***	TR	4ZJSL141181000568 2008	TEREX LIGHT TOWER, MOBILE
V0396	*** ADDED ***	MH	240005109 2000	OFFICE TRAILER 12X40 NR
V0397	*** ADDED ***	TR	1215810294	KNAACK WORK STATION MODEL
V0398	*** ADDED ***	MH	N81260180	60X12 SKIDDED OFFICE UNIT NR
V0399	*** ADDED ***	MH	1240080004	32X12 SKIDDED LAVATORY UN NR

Continued on Page 18

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 18

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0400	*** ADDED ***	TR	1010823 2005	FROST FIGHTER HEATER
	*** ADDED ***			

V0401	TR	1003052311	2010	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***			
V0402	TR	1003053311	2010	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***			
V0403	TR	4ZJSL151351012942		TEREX ARMIDA AL5000 LIGHT
	*** ADDED ***			
V0404	TR	4ZJSL151151012938		TEREX ARMIDA AL5000 LIGHT
	*** ADDED ***			
V0405	TR	11110373		FROSTFIGHTER DIESEL
	*** ADDED ***			
V0406	TR	2080153		FROSTFIGHTER HEATER
	*** ADDED ***			
V0407	TR	10655367	2011	AVH5020D/600MM
	*** ADDED ***			
V0408	TR	1TTE5330251076782	2005	WABASH HIGHWAY TRAILER
	*** ADDED ***			
V0409	MV	249B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN
	*** ADDED ***			
V0410	MV	SH8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN
	*** ADDED ***			
V0411	MV	SR9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN
	*** ADDED ***			
V0412	TR	1GRDM963XRM04403	1994	TRIAXLE FLAT DECK TRAILER
	*** ADDED ***			
V0413	MV	5V8VA53B86M602494	2006	VANGUARD HIGHWAY VAN
	*** ADDED ***			
V0414	TR	3BZET14205C004128	2005	NORTE UTILITY TRAILER
	*** ADDED ***			
V0415	TR	2LDSD53349E049017	2009	LODE KING HWY TRAILER 53
	*** ADDED ***			
V0416	MV	1S13E9487PD348958	1992	STRICK HIGHWAY VAN
	*** ADDED ***			
V0417	MV	SH8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN
	*** ADDED ***			
V0418	TR	SF9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT
	*** ADDED ***			
V0419	TR	2CU54ANE342001637	1997	TRAILTECH UTILITY TRAILER
	*** ADDED ***			
V0420	TR	2DEAC62626T005048	2000	DOUBLE A
	*** ADDED ***			
V0421	TR	46YCP242X61078245	2006	WESTERN WORLD STARLITE CA
	*** ADDED ***			
V0422	TR	2S9LN736XB1024490	2010	SOUTHLAND PHB25G-20BT
	*** ADDED ***			
V0423	TR	2CU24AD612008233	2001	TRAILTECH UTILITY TRAILER
	*** ADDED ***			
V0424	MV	2H8V0482BGS040402	1986	FRUEHAUF HIGHWAY VAN
	*** ADDED ***			
V0425	MV	2H8V0482BES055508	1984	FRUEHAUF HIGHWAY VAN
	*** ADDED ***			
V0426	MV	1S12E488SD392353	1995	STRICK HIGHWAY VAN

Continued on Page 19

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***
 V0427 MV 2TCV482B5FA351561 1985 TRAILMOBILE HIGHWAY VAN
 *** ADDED ***
 V0428 MV 2TCV482B6HA48540 1987 TRAILMOBILE HIGHWAY VAN
 *** ADDED ***
 V0429 TR 1JJV482U6NL171633 1992 WABASH HIGHWAY TRAILER
 *** ADDED ***
 V0430 MV 2M5921462K1019970 1989 MANAC HIGHWAY VAN
 *** ADDED ***
 V0431 TR 2CU24A40612008233 2001 TRAILTECH UTILITY TRAILER
 *** ADDED ***
 V0432 TR 2CUL2TG9722011284 2002 TRAILTECH UTILITY TRAILER
 *** ADDED ***
 V0433 MV 2RIB3W3E1E1000075 1984 ROUSSY HIGHWAY VAN
 *** ADDED ***
 V0434 TR 2D9SV5967YH092176 2000 D-LINE UTILITY TRAILER
 *** ADDED ***
 V0435 MV 2H8V04828ES042115 1984 FRUEHAUF HIGHWAY VAN

Registering

Party: FRASER MILNER CASGRAIN LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 272089H

Reg. Date: APR 03, 2013

Reg. Time: 15:06:06

Control #: D1717686

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 410886G

Base Reg. Date: OCT 21, 2011

Details Description:

ADD DEBTOR

Block#

*** ADDED ***

D0009 Bus. Debtor: MG LODGING INUVIK LTD.
 802, 5201 50 AVE
 YELLOWKNIFE NT X1A 3S8

Registering

Party: DENTONS CANADA LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

----- A D D I T I O N O F C O L L A T E R A L / P R O C E E D S -----

Reg. #: 286412H

Reg. Date: APR 11, 2013

Reg. Time: 10:32:45

Control #: D1732322

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 410886G

Base Reg. Date: OCT 21, 2011

Continued on Page 20

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0436	MV	2HJYK16507H002421	2007	HONDA RIDGELINE	
	*** ADDED ***				
V0437	MV	3BKHH5H1BF946796	2011	KENTWORTH WT-01 WELDING T	
	*** ADDED ***				
V0438	MV	1FT7W28098EC82785	2011	FORD F250 4 X 4 CREW CAB	
	*** ADDED ***				
V0439	MV	1FBSS31S05HA57400	2005	FORD ECONOLINE VAN	
	*** ADDED ***				
V0440	MV	1GTHK29U07E117430	2007	GMC SIERRA	
	*** ADDED ***				
V0441	MV	1FRSW2B58AE01185	2010	FORD 250 CREW CAB XLT	
	*** ADDED ***				
V0442	MV	2GCEK13M081158231	2008	CHEVY SIL 1500	
	*** ADDED ***				
V0443	MV	1FTSW31F91EB19990	2001	FORD 350 CREW CAB	
	*** ADDED ***				
V0444	MV	1FTWW3BY2AEB22635	2010	FORD F350 XL5	
	*** ADDED ***				
V0445	MV	1GTHK23U67F103051	2007	GMC SIERRA K2500	
	*** ADDED ***				
V0446	MV	AAW00461	2003	CAT 972G LOADER WITH ATTA	
	*** ADDED ***				
V0447	MV	B100559410E	2001	CARELIFT ZB1055-44 ZOOM B	
	*** ADDED ***				
V0448	MV	CATTHH460VSLF02861	2006	CAT TELESCOPIC FORKLIFT	
	*** ADDED ***				
V0449	TR	AJCB5AKKGE61192810	2007	JCB 535-140 LOADALL WITH	
	*** ADDED ***				
V0450	TR	11030043PN		FROSTFIGHTER/DIESEL	
	*** ADDED ***				
V0451	TR	1G9US141X55201250	2004	1250 SAHARA GROUND HEATER	
	*** ADDED ***				
V0452	TR	2F9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	
	*** ADDED ***				
V0453	TR	R10446103	1995	REIMER CEMENT MIXER, TRIA	
	*** ADDED ***				
V0454	TR	4ZJSL141291001034	2009	TEREXAL4000 LIGHT TOWER	
	*** ADDED ***				
V0455	TR	2100093	2007	FROST FIGHTER HEATER	
	*** ADDED ***				
V0456	TR	99111333		FROST FIGHTER	
	*** ADDED ***				
V0457	TR	GCABT-3482159	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0458	TR	GCABT-3482160	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0459	TR	101020000339	2003	BOMAG ROLLER	
	*** ADDED ***				
V0460	TR	4ZJSL141181000569	2008	TEREX LIGHT TOWER	
	*** ADDED ***				
V0461	MV	2R9B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	
	*** ADDED ***				
V0462	MV	2H8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	

Continued on Page 21

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0463 MV	2R9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	
*** ADDED ***				
V0464 MV	2H8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	
*** ADDED ***				
V0465 TR	2F9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	
*** ADDED ***				
V0466 TR	2CU24A4D612008233	2001	TRAILTECH UTILITY TRAILER	
*** ADDED ***				
V0467 TR	1FDZY90TRVA36258	1994	FORD C/W 9000 CEMENT MIXE	

Registering

Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET
EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 304771H

Reg. Date: APR 22, 2013

Reg. Time: 15:00:01

Control #: D1751088

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 410886G

Base Reg. Date: OCT 21, 2011

Details Description:

ADDITION OF ONE SERIAL NUMBER

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0468 MH	240107480	2010	12 X 40 OFFICE	NR

Registering

Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET
EDMONTON AB T5J 3V5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 09, 2012

Reg. Length: 1 YEAR

Reg. Time: 11:51:10

Expiry Date: APR 09, 2013

Base Reg. #: 675457G

Control #: D1106334

*** This registration has expired.

Block#

S0001 Secured Party: HORIZON NORTH CAMP & CATERING INC.
PO BOX 3094, 3355 SUGARLOAF RD.
KAMLOOPS BC V2C 6B7

=D0001 Base Debtor: DOWLAND INDUSTRIAL WORKS LTD.
(Business) SUITE 202, 166 ORIALE ROAD
KAMLOOPS BC V2C 4N7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 TR	113210307311	2011	11X32 SK/ LAVATORY TN2349	
V0002 TR	126009263610	2010	12X60 SKID OFFICE TN2246	
V0003 TR	105207149508	2008	10X52 OFFICE TN1744	
V0004 TR	IST040		8X13 INS. SWG TANK IST040	

General Collateral:

ONE (1) 11X32 SK/ LAVATORY TN2349 SERIAL NUMBER 113210307311
ONE (1) 12X60 SKID OFFICE TN2246 SERIAL NUMBER 126009263610
ONE (1) 10X52 OFFICE TN1744 SERIAL NUMBER 105207149508
ONE (1) 8X13 INS. SWG TANK IST040 SERIAL NUMBER IST040
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DELING WITH THE
COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT
THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL
OR PROCEEDS OF THE COLLATERAL. PROCEEDS: ALL GOODS, SECURITIES,
INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY
NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL

Registering

Party: HORIZON NORTH CAMP & CATERING INC.
PO BOX 3094,3355 SUGARLOAF RD.
KAMLOOPS BC V2C 6B7

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAY 29, 2012	Reg. Length: 1 YEAR
Reg. Time: 11:48:25	Expiry Date: MAY 29, 2013
Base Reg. #: 764390G	Control #: D1197377

Block#

S0001 Secured Party: HORIZON NORTH CAMP & CATERING INC.
PO BOX 3094,3355 SUGARLOAF RD.
KAMLOOPS BC V2C 6B7

=D0001 Base Debtor: DOWLAND INDUSTRIAL WORKS LTD.
(Business) SUITE 202, 166 ORIOLE ROAD
KAMLOOPS BC V2C 4N7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 TR	103209260110	2010	10X32 MOBILE OFFICE TN2231	

General Collateral:

ONE (1) 10X32 MOBILE OFFICE TN2231 SERIAL NUMBER 103209260110
TOGETHER WITH ALL ATTACHEMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM AND DEALING WITH THE
COLLATERAL AND RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT
THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL
OR PROCEEDS OF THE COLLATERAL. PROCEEDS: ALL GOODS, SECURITES
INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY
NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL.

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 23

Registering

Party: HORIZON NORTH CAMP & CATERING INC.
 PO BOX 3094, 3355 SUGARLOAF RD.
 KAMLOOPS BC V2C 6B7

***** P P S A S E C U R I T Y A G R E E M E N T *****

*** DISCHARGED ***

Reg. Date: AUG 03, 2012 Reg. Length: 1 YEAR
 Reg. Time: 13:02:03 Expiry Date: AUG 03, 2013
 Base Reg. #: 885072G Control #: D1320995

Block#

S0001 Secured Party: WEQ BRITCO LP
 PO BOX 298
 MILNER BC VOX 1T0

=D0001 Base Debtor: DOWLAND INDUSTRIAL WORKS LTD
 (Business) #202, 166 ORIOLE RD
 KAMLOOPS BC V2C 4N7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 TR	J08051-02	2008	10X52 FIELD OFFICE	

General Collateral:

MOBILE TRAILERS/MODULAR BUILDINGS

Registering

Party: WEQ BRITCO LP
 PO BOX 298
 MILNER BC VOX 1T0

----- T O T A L D I S C H A R G E -----

Reg. #: 237255H Reg. Date: MAR 14, 2013
 Reg. Time: 15:13:28
 Control #: D1682029

Base Reg. Type: PPSA SECURITY AGREEMENT
 Base Reg. #: 885072G Base Reg. Date: AUG 03, 2012

Registering

Party: WEQ BRITCO LP
 PO BOX 298
 MILNER BC VOX 1T0

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: AUG 15, 2012 Reg. Length: 1 YEAR
 Reg. Time: 09:50:09 Expiry Date: AUG 15, 2013
 Base Reg. #: 901951G Control #: D1338273

Block#

S0001 Secured Party: HORIZON NORTH CAMP & CATERING INC.

PO BOX 3094,3355 SUGARLOAF RD.
KAMLOOPS BC V2C 6B7

Continued on Page 24

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 24

=D0001 Base Debtor: DOWLAND INDUSTRIAL WORKS LTD.
(Business) 162 ORIOLE ROAD
KAMLOOPS BC V2C 4N7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 TR	10520682607	2007	10X52 OFFICE TN1347	
V0002 TR	102111416012	2012	10X21 SK LAVATORY TN2574	
V0003 TR	IST102		8X13 INS.SWGE TANK IST102	

General Collateral:

ONE (1) 10X52 OFFICE TN1347 SERIAL NUMBER 10520682607
ONE (1) 10X21 SK LAVATORY TN2574 SERIAL NUMBER 102111416012
ONE (1) 8X13 INS.SWGE TANK IST102 SERIAL NUMBER IST102
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT
THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL
OR PROCEEDS OF THE COLLATERAL. PROCEEDS: ALL GOODS, SECURITIES,
INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY
NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL

Registering

Party: HORIZON NORTH CAMP & CATERING INC.
PO BOX 3094,3355 SUGARLOAF RD.
KAMLOOPS BC V2C 6B7

***** R E P A I R E R S L I E N A C T *****

*** DISCHARGED ***

Reg. Date: OCT 18, 2012 Reg. Length: 180 DAYS
Reg. Time: 13:34:52 Expiry Date: APR 16, 2013
Base Reg. #: 009482H Control #: D1448483
Amount of Lien: \$2894.90 Surrender Date: OCT 12, 2012

*** This registration has expired.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
DOUGLAS & PORTAGE
FT. ST. JAMES BC V0J 1P0

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
1540 KALAMALKA LAKE ROAD
VERNON BC V1T 6V2

=D0001 Base Debtor: DOWLAND INDUSTRIAL WORKS LTD
(Business) 165 ORIOLE ROAD
KAMLOOPS BC V2C4N7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1FD0W4HT1BEC26943	2011 FORD F450	

Continued on Page 25

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 25

----- T O T A L D I S C H A R G E -----

Reg. #: 258914H

Reg. Date: MAR 26, 2013

Reg. Time: 14:09:36

Control #: D1704237

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 009482H

Base Reg. Date: OCT 18, 2012

Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: FEB 04, 2013

Reg. Length: 10 YEARS

Reg. Time: 19:09:07

Expiry Date: FEB 04, 2023

Base Reg. #: 176727H

Control #: D1618757

Block#

S0001 Secured Party: JEVCO INSURANCE COMPANY
1420 - 1130 PENDER STREET W
VANCOUVER BC V6E 4A4

D0001 Base Debtor: DOWLAND CONTRACTING LTD.
(Business) 1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

D0002 Bus. Debtor: 6070 N.W.T. LTD.
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

D0003 Bus. Debtor: NCC DOWLAND CONSTRUCTION LIMITED
4000 - 199 BAY STREET
TORONTO ON M5L 1A9

D0004 Bus. Debtor: DOWLAND CONSTRUCTION INC.
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

+++ Bus. Debtor: TERCON INDUSTRIAL WORKS INC.
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

D0006 Ind. Debtor: PEMBERTON GUY Birthdate:
29 INDUSTRIAL, BOX 1660
INUUVIK NT X0E 0T0

D0007 Ind. Debtor: MCGUINNESS PATRICK
7028 - 56TH AVENUE Birthdate:
EDMONTON AB T6B 1E4

General Collateral:

A) ALL OF THE CLAIMS AND DEBTS WHICH IT HOLDS AGAINST ALL PERSONS, AND WITHOUT LIMITATION, AGAINST:

I) ALL PERSONS WITH WHOM IT HAS OR WILL ENTER INTO BONDED CONTRACTS; AND II) ALL PERSONS WITH WHOM IT HAS OR WILL ENTER INTO A SUB-CONTRACT OR A SUPPLY CONTRACT; AND III) ALL PERSONS WITH WHOM IT HAS OR WILL

Continued on Page 26

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 26

ENTER INTO UNBONDED CONTRACTS;

THE SAID CLAIMS INCLUDING, WITHOUT LIMITING THE GENERALITY HEREOF, ALL SUMS DUE IN VIRTUE OF THE SAID BONDED CONTRACTS, SUB-CONTRACTS, SUPPLY CONTRACTS, UNBONDED CONTRACTS, DEFERRED AND FINAL PAYMENTS, HOLDBACKS, BALANCES OF CONTRACT FUNDS, WHETHER EARNED OR UNEARNED, CLAIMS FOR EXTRAS AND CLAIMS IN DAMAGES; AND

B) ANY CONSTRUCTION LIEN OR MECHANIC'S LIEN THAT IT MAY HOLD; AND

C) ANY INSURANCE CONTRACT, PARTICULARLY INSURANCE CONTRACTS RELATING DIRECTLY OR INDIRECTLY TO BONDED CONTRACTS; AND

D) ALL OF THE SUB-CONTRACTS AND SUPPLY CONTRACTS WHICH IT HAS GRANTED OR WILL GRANT, COMPRISING ALL GUARANTEES AND WARRANTIES ATTACHED THERETO, TOGETHER WITH ALL MATERIALS INCLUDED THEREUNDER RELATING TO THE EXECUTION OF THE BONDED CONTRACTS; AND

E) ANY BOND ISSUED TO GUARANTEE THE OBLIGATIONS OF SUB-CONTRACTORS OR SUPPLIES OF THE PRINCIPAL; AND

F) ALL THE EQUIPMENT, TOOLS, MATERIALS, WORK IN PROCESS, PATENTS, ROYALTIES TRADEMARKS, COMPUTER PROGRAMS, DISKS, DISKETTES, FILES AND RECORDS OF THE PRINCIPAL, REQUIRED, IN THE OPINION OF THE SURETY, FOR THE PERFORMANCE OF THE BONDED CONTRACTS, BEING:

I) ON THE JOB SITES OF THE BONDED CONTRACTS; OR

II) IN THE POSSESSION OF THE PRINCIPAL OR OTHER PARTIES ENGAGED BY THE PRINCIPAL, OR

III) AT ANY OF THE PRINCIPAL'S PLACE OR PLACES OF BUSINESS; OR

IV) IN STORAGE ELSEWHERE; OR

V) IN TRANSIT BETWEEN THE JOB SITES OF THE BONDED CONTRACTS AND THE PRINCIPAL'S PLACE OR PLACES OF BUSINESS OR STORAGE FACILITIES; AND

G) ALL PROCEEDS AND PERSONAL PROPERTY IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AS DEFINED HEREUNDER, OR ANY PART THEREOF AND ALL PROCEEDS OF PROCEEDS AND ANY PART THEREOF;

AND H) ALL OF THE PRINCIPAL'S PROPERTY, ASSETS, RIGHTS AND UNDERTAKINGS OF EVERY NATURE, ITEM AND KIND, NOW OR AT ANY TIME AND FROM TIME TO TIME, WHEREVER SITUATE;

ALL ITEMS LISTED ABOVE FROM (A) TO (H) BEING COLLECTIVELY DEFINED AS THE "COLLATERAL".

Registering

Party: WHITELAW TWINING LAW CORPORATION
ATTN: JOHN MOSHONAS
2400 - 200 GRANVILLE STREET
VANCOUVER BC V6C 1S4

----- D E B T O R T R A N S F E R -----

Reg. #: 191732H

Reg. Date: FEB 14, 2013

Reg. Time: 10:30:36

Control #: D1635322

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 176727H

Base Reg. Date: FEB 04, 2013

Block#

** DELETED **

+++ Bus. Debtor: TERCON INDUSTRIAL WORKS INC.
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

*** ADDED ***

=D0008 Bus. Debtor: DOWLAND INDUSTRIAL WORKS LTD.
1600 - 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

Continued on Page 27

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 27

Registering

Party: WHITELAW TWINING LAW CORPORATION
ATTN: JOHN MOSHONAS
2400 - 200 GRANVILLE STREET
VANCOUVER BC V6C 1S4

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: FEB 15, 2013 Reg. Length: 5 YEARS
Reg. Time: 16:12:15 Expiry Date: FEB 15, 2018
Base Reg. #: 194713H Control #: D1633275

Block#

S0001 Secured Party: CONTINENTAL CASUALTY COMPANY
250 YONGE STREET, SUITE 1500
TORONTO ON M5B 2L7

D0001 Base Debtor: DOWLAND CONTRACTING LTD
(Business) 7028 56 AVENUE
EDMONTON AB T6B 1E4

D0002 Bus. Debtor: DOWLAND CONSTRUCTION INC
7028 56 AVENUE
EDMONTON AB T6B 1E4

D0003 Bus. Debtor: 6070 NWT LIMITED
29 INDUSTRIAL RD, PO BOX 1660
INUUVIK NT X0E 0T0

=D0004 Bus. Debtor: DOWLAND INDUSTRIAL WORKS LTD
7028 56 AVENUE
EDMONTON AB T6B 1E4

D0005 Bus. Debtor: NCC DOWLAND CONSTRUCTION LIMITED
29 INDUSTRIAL RD, PO BOX 1660
INUUVIK NT X0E 0T0

General Collateral:

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY;
ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER,
INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT
PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE

PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registering

Party: BORDEN LADNER GERVAIS LLP
1200-200 BURRARD STREET
VANCOUVER BC V7X 1T2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAR 15, 2013 Reg. Length: 10 YEARS
Reg. Time: 09:24:59 Expiry Date: MAR 15, 2023
Base Reg. #: 238318H Control #: D1682027

Block#

Continued on Page 28

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 28

S0001 Secured Party: ROYAL BANK OF CANADA
301, 10117 JASPER AVE NW
EDMONTON AB T5J 1W5

D0001 Base Debtor: DOWLAND CONTRACTING LTD.
(Business) 29 INDUSTRIAL RD, PO BOX 1660
INUVIK NT X0E 0T0

D0002 Bus. Debtor: 6070 N.W.T. LIMITED
PO BOX 1734, HOUSE 2436
IQALUIT NU X0A 0H0

D0003 Bus. Debtor: 6070 N.W.T. LIMITED
29 INDUSTRIAL RD, PO BOX 1660
INUVIK NT X0E 0T0

D0004 Bus. Debtor: TERCON INDUSTRIAL WORKS LTD.
#202, 166 ORIOLE ROAD
KAMLOOPS BC V2C 4N7

D0005 Bus. Debtor: NCC DOWLAND CONSTRUCTION LIMITED
199 BAY ST, STE 2800, COURT W
TORONTO ON M5L 1A9

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0001 MH	240118405	2011	12 X 40 SKID OFFICE	NR
V0002 MH	240119568	2011	12 X 40 SKID OFFICE	NR
V0003 MV	5XYZUDLA6DG021474	2013	HYUNDAI SANTA FE SPORT	
V0004 MV	H177B3400452	2002	HYSTER H65XM FORKLIFT	
V0005 TR	1111	1995	CEMENT MIXER	
V0006 MV	908150471	2002	BOMBARDIER BR 180	
V0007 MV	908150590	2001	BOMBARDIER BR 180	
V0008 MV	SLP550BA3E1015956	2003	JCB 550 LOADER	
V0009 MV	DW544JZ593375	2004	JOHN DEERE 544S 4WD LOADE	
V0010 MV	51902985	2002	BOBCAT S185 SKID STEER	
V0011 MV	GS32-46191	2002	GENIE SCISSOR LIFT	
V0012 MV	4ZJSL141591001027	2009	TEREX AL40000 LIGHT TOWER	

V0013	MV	JJG0274324	2000	CASE 580SL SERIES 2
V0014	MV	38G8211B	1978	HTC-50W LINKBELT MOBILE C
V0015	TR	11984		SHOP BUILT TRAILER
V0016	MV	GS6803-42252	2000	GENIE SCISSOR LIFT
V0017	TR	11409189	1999	PROTEC BOXER 114 IR SMOO
V0018	MV	512265353	2001	BOBCAT SKIDSTEER LOADER M
V0019	MV	514450695	2002	BOBCAT SKIDSTEER LOADER M
V0020	MV	707327		SKYJACK SCISSORLIFT MODEL
V0021	MV	00W21P22-3475	2001	LULL RCH FORKLIFT 8000 LB
V0022	MV	JCB5AKKGP61192813	2007	JCB 535-140 C/W ATTACHMEN
V0023	MV	JCB5AKKGP61192810	2007	JCB 535-140 C/W ATTACHMEN
V0024	MV	N6M438731	2006	CASE 445SSL C/W ATTACHMEN
V0025	TR	35005382	2007	DYNAPAC PLATE TAMPERS
V0026	TR	35005847	2007	DYNAPAC PLATE TAMPERS
V0027	TR	35005894	2007	DYNAPAC PLATE TAMPERS
V0028	TR	35005891	2007	DYNAPAC PLATE TAMPERS
V0029	TR	4ZJSL141181000567	2007	TEREX TRALER MOUNTED LIGH
V0030	TR	4ZJSL141381000568	2007	TEREX TRALER MOUNTED LIGH
V0031	TR	4ZJSL141581000569	2007	TEREX TRALER MOUNTED LIGH

Continued on Page 29

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 29

Vehicle Collateral:					
Type		Serial #	Year	Make/Model	MH Reg.#
V0032	MV	8BF00150	1988	CATERPILLAR D3G LGP CRAWL	
V0033	MV	SLP550BA3E1015B59	2003	JCB LOAD ALL ZOOM LOADER	
V0034	MH	ST06009		OFFICE UNIT, SKID MOUNTED	NR
V0035	MH	20188321		NT WASHCAR	NR
V0036	TR	T53AXAS	2005	ASI TS3AXAS COMPRESSOR	
V0037	MH	20005109	2000	OFFICE TRAILER 12 X40	NR
V0038	MH	240005221		OFFICE TRAILER 10 X 40	NR
V0039	MH	ST06081		OFFICE UNIT	NR
V0040	TR	35007354		LG 500 PLATE TAMPER	
V0041	TR	4ZJSL141791001028		TEREX AL4000 LIGHT TOWER	
V0042	TR	4ZJSL1419910011029		TEREX AL4000 LIGHT TOWER	
V0043	TR	4ZJSL141591001030		TEREX AL4000 LIGHT TOWER	
V0044	TR	4ZJSL141791001031		TEREX AL4000 LIGHT TOWER	
V0045	TR	4ZJSL141991001032		TEREX AL4000 LIGHT TOWER	
V0046	TR	4ZJSL141091001033		TEREX AL4000 LIGHT TOWER	
V0047	TR	4ZJSL1412911001034		TEREX AL4000 LIGHT TOWER	
V0048	TR	4ZJSL141491001035		TEREX AL4000 LIGHT TOWER	
V0049	TR	106401-74	1974	TEXOMA RIG	
V0050	TR	5760	1975	TEXOMA RIG	
V0051	TR	1007144	1981	TEXOMA RIG	
V0052	TR	71759	1989	GROVE 745 RT	
V0053	TR	4ZJSL141691001036		TEREX AL400 LIGHT TOWER	
V0054	TR	167246	2000	INGERSOL RAND ZOOM BOOM	
V0055	TR	R1044Y103		REIMER MIXER	
V0056	TR	C08735	1982	SCHRAMM T985	
V0057	TR	43146	2005	SKYJACK SCISSORLIFT 8841G	
V0058	MV	T00320A126378	2006	JOHN DEER SKID STEER LOAD	
V0059	MV	16686	2000	GENIE Z45/25 MANLIFT	
V0060	MV	GS32-46178	2003	GENIE SCISSOR LIFT GS26/3	
V0061	MV	43096	2006	SKYJACK SCISSOR LIFT SJ88	
V0062	MV	40000022	2006	SKYJACK SCISSOR LIFE SJ88	
V0063	MV	43488	2006	SKYJACK SCISSOR LIFE SJ88	
V0064	MV	Z452509A-39107	2009	GENIE LIFT Z45/25J MAN LI	

V0065	MV	Z452509-A39109	2009	GENIE LIFT Z45/25J MAN LI	
V0066	MV	GTH1009A-13696	2009	GENIE ZOOM BOOM	
V0067	MV	N8M483479	2009	CASE 440 CT SKIDSTEER	
V0068	MV	N8M492494	2009	CASE 440 SSL SKIDSTEER	
V0069	MV	550GA4E1039853	2004	JCB 550 ZOOM BOOM	
V0070	MH	113210307311	2011	11X32 SK/LAVATORY TN2349	NR
V0071	MH	126009263610	2010	12X60 SKID OFFICE TN1744	NR
V0072	MH	105207149508	2008	10X52 OFFICE TN1744	NR
V0073	TR	IST040		8 X 13 INS. SWG TANK ISTO	
V0074	MH	103209260110		10X32 MOBILE OFFICE TN223	NR
V0075	MH	J08051-02	2008	10X52 FIELD OFFICE	NR
V0076	MH	10520682607	2007	10X52 OFFICE TN1347	NR
V0077	MH	102111416012	2012	10X21 SK LAVATORY TN2574	NR
V0078	TR	IST102		8X13 INS. SWGE TANK IST10	
V0079	MV	1FD0W4HT1BEC26943	2011	FORD F450	

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Continued on Page 30

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 30

Registering

Party: FRASER MILNER CASGRAIN LLP
2900, 10180 101 ST NW
EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 248216H

Reg. Date: MAR 20, 2013

Reg. Time: 09:11:22

Control #: D1693037

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 238318H

Base Reg. Date: MAR 15, 2013

Details Description:

ADD 2 DEBTORS & 20 SER# ITEMS

Block#

*** ADDED ***

=D0006 Bus. Debtor: DOWLAND INDUSTRIAL WORKS LTD.
#202, 166 ORIOLE ROAD
KAMLOOPS BC V2C 4N7

*** ADDED ***

D0007 Bus. Debtor: DOWLAND CONSTRUCTION, INC.
601 W 5TH AVE STE. 900
ANCHORAGE AK 99501

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***

V0080	MV	AWP12-73051	GENIE MANLIFT 40	PERSONA
-------	----	-------------	------------------	---------

*** ADDED ***

V0081	MV	1GT220CG6DZ147774	2012	GMC SIERRA 250
	*** ADDED ***			
V0082	MV	1FT7W28098E08285	2011	F250 C/C XLT FORD
	*** ADDED ***			
V0083	MV	1FT7W2B67CEB11579	2012	F250 C/C XLT FORD
	*** ADDED ***			
V0084	MH	CPX78432		36 X60 SKID OFFICE COMPL NR
	*** ADDED ***			
V0085	MH	2583RRT050208	2008	10 X28 SKIDDED OFFICE/LU NR
	*** ADDED ***			
V0086	MV	622235		JOHN DEERE 544K WHEEL LOA
	*** ADDED ***			
V0087	MV	1C6RD7FP3CS121646	2012	DODGE RAM TRUCK 1500 ST 4
	*** ADDED ***			
V0088	MV	1FTFW1EV4AFA65693	2010	FORD F-150 XLT
	*** ADDED ***			
V0089	MV	1FTFW1EV2AFC24999	2010	FORD F-150 XLT
	*** ADDED ***			
V0090	MV	1FTFW1EV0AFA65691	2010	FORD F-150 XLT
	*** ADDED ***			
V0091	MV	SLK09234	2009	CAT 257B2
	*** ADDED ***			
V0092	MV	5501001		CAT 972G 960 FORKS AND CA
	*** ADDED ***			
V0093	MV	CATTH460VSLF02861		CAT TELESCOPING FORKLIFT

Continued on Page 31

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 31

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0094	MV	CJF0055977	580 M CASE BACKHOE C/W BU	
*** ADDED ***				
V0095	MV	1FT8W3BT4BEA00941	2011 FORD F-350 4X4 CREWCAB	
*** ADDED ***				
V0096	MV	1FT8W3BT6BEA00942	2011 FORD F-350 4X4 CREWCAB	
*** ADDED ***				
V0097	MV	BB1005509410E	ZOOM BOOM	
*** ADDED ***				
V0098	MH	1E9DE4020AA283023	MOBILE OFFICE	NR
*** ADDED ***				
V0099	MV	3BKHHM5H1BF946796	2011 KENWORTH WT-01 WELDING TR	

Registering

Party: FRASER MILNER CASGRAIN LLP
2900, 10180 101 ST NW
EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 260174H

Reg. Date: MAR 27, 2013

Reg. Time: 07:58:53

Control #: D1703054

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 238318H

Base Reg. Date: MAR 15, 2013

Details Description:

ADD ABOUT 336 SERIAL # ITEMS

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0100 MV	1GTHK23U06F263005	2006	GMC SIERRA K2500	
*** ADDED ***				
V0101 MV	1GT120CGXCF118629	2012	GMC SIERRA 2500	
*** ADDED ***				
V0102 MV	1FTNW20L9YED64460	2000	FORD F25 CREW CAB	
*** ADDED ***				
V0103 MV	3GTEC14X66G258845	2006	GMC SIERRA C1500	
*** ADDED ***				
V0104 MV	2HUYK16507H002421	2007	HONDA RIDGELINE	
*** ADDED ***				
V0105 MV	2CKDL73F576228944	2007	PONTIAC TORRENT	
*** ADDED ***				
V0106 MV	2CKDL43FX86055891	2008	PONTIAC TORRENT	
*** ADDED ***				
V0107 MV	2G4WF582881349091	2008	BUICK ALLURE	
*** ADDED ***				
V0108 MV	1FMCU9DG3AKC80768	2010	FORD ESCAPE	
*** ADDED ***				
V0109 MV	1FTYR44U58PA25296	2008	FORD RANGER	
*** ADDED ***				
V0110 MV	1FT8W3B68BEA27666	2011	FORD KING RANCH	

Continued on Page 32

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 32

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0111 MV	3GTRKUEA4AG125008	2010	GMC 1500 CREW CAB	
*** ADDED ***				
V0112 MV	1FMCU9D79CKB59584	2012	FORD ESCAPE XLT 4WD	
*** ADDED ***				
V0113 MV	3D7LS38C55G820557	2005	DODGE RAM	
*** ADDED ***				
V0114 MV	2GTEK13T071136459	2007	GMC SIERRA C1500	
*** ADDED ***				
V0115 MV	1GCEK14C19Z111823	2009	CHEVY 1500 4 X 4	
*** ADDED ***				
V0116 MV	1FTWW3B51AEB21806	2010	FORD F-350 CREW CAB	
*** ADDED ***				
V0117 MV	1GAHG39U071202548	2007	CHEVY EXPRESS 3500	
*** ADDED ***				
V0118 MV	1FBNE3BL5ADA21635	2010	FORD ECONOLINE E-350 VAN	
*** ADDED ***				
V0119 MV	1FT7W28098EO82785	2011	FORD F250 4 X 4 CREW CAB	
*** ADDED ***				
V0120 MV	1FTPW14V29FA43886	2009	FORD F-150 XLT	
*** ADDED ***				
V0121 MV	1FTFW1EV9AFA41583	2010	FORD F-150 XLT	
*** ADDED ***				
V0122 MV	1FTFW1EF5BFB27161	2011	FORD F-150 XLT	

	*** ADDED ***			
V0123	MV	1FDJS34M0RHB89417	1994	FORD F-350
	*** ADDED ***			
V0124	MV	1FBSS31S0SHA57400	2005	FORD ECONOLINE VAN
	*** ADDED ***			
V0125	MV	1FBSS31S01HB11448	2001	FORD E350
	*** ADDED ***			
V0126	MV	1FTSW2B57AEB18885	2010	FORD F250
	*** ADDED ***			
V0127	MV	1GTHK29U073117430	2007	GMC SIERRA
	*** ADDED ***			
V0128	MV	1FDKF38FXVEA50086	1997	FORD
	*** ADDED ***			
V0129	MV	1GTHK29102E221835	2002	GMC SIERRA
	*** ADDED ***			
V0130	MV	1FTNF21L3YED27144	2000	FORD F250
	*** ADDED ***			
V0131	MV	1FT7W2B60BEC82785	2011	FORD F-250
	*** ADDED ***			
V0132	MV	1FTSX21598EE35026	2008	FORD F-250
	*** ADDED ***			
V0133	MV	1FRSW2B58A3E01185	2010	FORD 250 CREW CAB XLT
	*** ADDED ***			
V0134	MV	1GNCT18X15K112188	2005	CHEV BLAZER
	*** ADDED ***			
V0135	MV	1GTHK33K78F105560	2008	GMC SIERRA 3500
	*** ADDED ***			
V0136	MV	2GC3K13M081158231	2008	CHEVY SIL 1500
	*** ADDED ***			
V0137	MV	1GAHG39U931171228	2003	CHEV EXPRESS 3500

Continued on Page 33

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 33

Vehicle Collateral:				
	Type	Serial #	Year	Make/Model
				MH Reg.#
	*** ADDED ***			
V0138	MV	3GTRKUEA1AG139545	2010	GMC SIERRA
	*** ADDED ***			
V0139	MV	1FTWX31509EA02851	2009	FORD F350 XLT
	*** ADDED ***			
V0140	MV	1GTFG15X441109031	2004	GMC SAVANA
	*** ADDED ***			
V0141	MV	2FTRX18W9YCA06997	2000	FORD F150
	*** ADDED ***			
V0142	MV	1GCDM19X52B146898	2002	CHEVY ASTRO
	*** ADDED ***			
V0143	MV	2FDJF37H5KCA49573	1989	FORD F350
	*** ADDED ***			
V0144	MV	1FTNW20LOYED64461	2000	FORD F250 CREW CAB
	*** ADDED ***			
V0145	MV	1FDWF37F1YEE03466	2000	FORD F350
	*** ADDED ***			
V0146	MV	1FTRW07LX1KD93839	2001	FORD F150 SUPERCREW
	*** ADDED ***			
V0147	MV	1FTNW21F51EB26488	2001	FORD 250
	*** ADDED ***			

V0148	MV	1FDXX47P93EC41398	2003	FORD F450
	*** ADDED ***			
V0149	MV	1FTWW3056EA50871	2005	FORD F350
	*** ADDED ***			
V0150	MV	1FTWW31596ED49917	2006	FORD F350
	*** ADDED ***			
V0151	MV	1GTEK19BX6Z291718	2006	GMC SIERRA C1500
	*** ADDED ***			
V0152	MV	1GCGG25V361144638	2006	CHEVROLET EXPRESS VAN
	*** ADDED ***			
V0153	MV	1GTCS196868291541	2006	GMC CANYON
	*** ADDED ***			
V0154	MV	1FTPW14V69FA27237	2009	GUYS F-150 PLATNUM
	*** ADDED ***			
V0155	MV	AFTSW31F91EB19990	2001	FORD 350 CREW CAB
	*** ADDED ***			
V0156	MV	1GNDT13X74K153824	2004	CHEV BLAZER
	*** ADDED ***			
V0157	MV	1GNCT18X35K112502	2005	CHEV BLAZER
	*** ADDED ***			
V0158	MV	1GCGK29U8XE252683	1999	CHEV SILVERADO
	*** ADDED ***			
V0159	MV	1FTWW3BY2AEB22635	2010	FORD F350 XL5
	*** ADDED ***			
V0160	MV	1FTWW356AEB03768	2010	FORD F-350 CREW CAB
	*** ADDED ***			
V0161	MV	1FTNE24L6YHA13386	2000	FORD E250 ECONOLINE
	*** ADDED ***			
V0162	MV	1FDJW36F8TEA87729	1996	FORD F350 CREW CAB
	*** ADDED ***			
V0163	MV	3GCFKSE760G112619	2013	CHEVROLET SILVERADO
	*** ADDED ***			
V0164	MV	1FTWW3B51AEA64846	2010	FORD 350 CREW CAB

Continued on Page 34

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 34

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0165	MV	1FTWW3B51AEB08425	2010	FORD F-150 TON CREW CAB
	*** ADDED ***			
V0166	MV	1GTHK23K58F219146	2008	GMC SIERRA 2500
	*** ADDED ***			
V0167	MV	1GT220CG6CZ147774	2012	SIERRA SLE 2500 EXTENDED
	*** ADDED ***			
V0168	MV	1GDJK34U16E250531	2006	GMC SIERRA K3500
	*** ADDED ***			
V0169	MV	1FTWW315X8EC91433	2008	FORD 350 CREW CAB
	*** ADDED ***			
V0170	MV	1GTHK23U6UF103051	2007	GMC SIERRA K2500
	*** ADDED ***			
V0171	MV	1GDJK33U87F194956	2007	GMC SIERRA K3500
	*** ADDED ***			
V0172	MV	1GKDT13X44K144883	2004	GMC JIMMY SLS
	*** ADDED ***			
V0173	MV	1FTSW21546EC00954	2006	FORD F-250

V0174	MV	28008-642	2005	GENIE 80 FT ARTICULATE BO
	*** ADDED ***			
V0175	MV	AA200461	2003	CAT 972G LOADER WITH ATTA
	*** ADDED ***			
V0176	MV	2NKWL50X9LM556289	1990	KENWORTH 5800 CEMENT MIXE
	*** ADDED ***			
V0177	MV	C179C2100K	1986	HYSTER V490 ROUGH TERRAIN
	*** ADDED ***			
V0178	MV	GS6805-44261		GMC W5500 4X2 FLATBED TRU
	*** ADDED ***			
V0179	MV	167246	2000	INGERSOL-RAND ZOOM BOOM
	*** ADDED ***			
V0180	MV	T00332E139650	2007	JOHN DEERE SKID STEER 260
	*** ADDED ***			
V0181	MV	1XKWD40XX8J936771	2008	KENWORTH 2900B W/ACCESSOR
	*** ADDED ***			
V0182	TR	1070030892	2007	AMMANN ASC110 DRUM ROLLER
	*** ADDED ***			
V0183	MV	DW644GD550187	1996	JOHN DEERE 644G
	*** ADDED ***			
V0184	MV	RS634J20921445	2009	GEHL ZOOM BOOM
	*** ADDED ***			
V0185	MV	AH096095	1983	YALE ELECTRIC LIFT MODEL
	*** ADDED ***			
V0186	MV	TNK00659	2011	CAT 252B3 SKID STEER WITH
	*** ADDED ***			
V0187	MV	SLP550BA3E1015854	2003	JCB 550 ZOOM BOOM LOADALL
	*** ADDED ***			
V0188	MV	GTH1010A-13734	2010	GENIE 1056 ZOOM BOOM
	*** ADDED ***			
V0189	MV	1T0320DKCBG204733	2012	JOHN DEERE 320D SKID STEE
	*** ADDED ***			
V0190	MV	51710	2006	SKYJACK SCISSOR LIFT 50-6
	*** ADDED ***			
V0191	MV	1T0320DKCBG206661	2012	JOHN DEERE 320D SKID STEE

Continued on Page 35

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 35

Vehicle Collateral:				
	Type	Serial #	Year	Make/Model
				MH Reg.#
	*** ADDED ***			
V0192	MV	XCK00228	2008	CAT 320DLRR EXCAVATOR WIT
	*** ADDED ***			
V0193	MV	XCK00178	2008	CAT 320D
	*** ADDED ***			
V0194	MV	TWR02509	2006	CAT 930G
	*** ADDED ***			
V0195	MV	TWR01627	2006	CAT 930G LOADER
	*** ADDED ***			
V0196	MV	TBM00628	2008	CAT TL1055 TELEHANDLER
	*** ADDED ***			
V0197	MV	Z60044582	2004	GENIE Z-60/34 MANLIFT
	*** ADDED ***			
V0198	MV	58010-8429	2010	GENIE AWD 80 MANLIFT
	*** ADDED ***			

V0199	MV	613379	2001	SKYJACK SCISSOR LIFT SJII
	*** ADDED ***			
V0200	MV	TBM00292	2007	CAT TL1055 TELEHANDLER
	*** ADDED ***			
V0201	MV	Z8005-709	2005	GENIE Z80/60 MANLIFT
	*** ADDED ***			
V0202	MV	JKBVFHA189B579014	2009	KAWASAKI 360
	*** ADDED ***			
V0203	MV	1M2P289C8XM028258	1999	MACK CEMENT MIXER TRUCK
	*** ADDED ***			
V0204	MV	1M2P289C1WM025930	1998	MACK CEMENT MIXER TRUCK
	*** ADDED ***			
V0205	MV	300096389	2003	JLG BOOM 60-64 FT/600S
	*** ADDED ***			
V0206	MV	2HTAF1957BCA24093	1981	INTERNATIONAL F1954 WATER
	*** ADDED ***			
V0207	MV	114-9189	1999	PROTEC BOXER 114 DRUM ROL
	*** ADDED ***			
V0208	MV	1M2P289C0WM025952	1998	MACK CEMENT MIXER TRUCK
	*** ADDED ***			
V0209	MV	1FDZY90T4VA36258	1994	FORD C/W 9000 CEMENT MIXE
	*** ADDED ***			
V0210	MV	RD61251915	1981	MACK 600 (FROM TUNDRA)
	*** ADDED ***			
V0211	MV	DR2064CT26794	1979	CRANE CARRIER (FROM TUNDR
	*** ADDED ***			
V0212	MV	C80735	1973	CRANE CARRIER (FROM TUNDR
	*** ADDED ***			
V0213	MV	1NKDXBEX14R973497	2004	KENWORTH 5800 WITH DRILL
	*** ADDED ***			
V0214	MV	SNINT5BS25C501693	2005	POLARIS TRAIL TOURING DLX
	*** ADDED ***			
V0215	MV	918050471	2001	BOMBARDIER BR180 TRAILGRO
	*** ADDED ***			
V0216	MV	GS3246191	2002	GENIE SCISSOR LIFT GS26/6
	*** ADDED ***			
V0217	MV	2FUPYCYB4EV240066	1984	FREIGHTLINER VAC TRUCK
	*** ADDED ***			
V0218	MV	1FDPF80C2VVA05535	1997	FORD 800 GRAVEL DUMP TRUC

Continued on Page 36

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 36

Vehicle Collateral:				
Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0219	MV	T0319DJ186212	2012	JOHN DEERE 319D TRACKED S
	*** ADDED ***			
V0220	MV	519029895	2002	BOBCAT S185 SKIDSTEER
	*** ADDED ***			
V0221	MV	530513401	2007	BOBCAT SKIDSTEER S205 WIT
	*** ADDED ***			
V0222	MV	JCB5AGKGC61192756	2007	JCB LOADALL 550-140 PLUS
	*** ADDED ***			
V0223	MH	1280107854		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0224	MH	1280107654		SKIDDED SIDE BY SIDE CAMP NR

V0225	MH	1880107754	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0226	MH	17980107654	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0227	MH	13980107554	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0228	MH	125406E+11	SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***		
V0229	TR	09070083 2009	FROST FIGHTER NG
	*** ADDED ***		
V0230	TR	09070053 2009	FROST FIGHTER NG
	*** ADDED ***		
V0231	TR	09070133 2009	FROST FIGHTER NG
	*** ADDED ***		
V0232	TR	1215810308	KNAACK WORK STAITON MODEL
	*** ADDED ***		
V0233	TR	06100543PN	FROSTFIGHTER
	*** ADDED ***		
V0234	TR	06090073PN	FROSTFIGHTER
	*** ADDED ***		
V0235	TR	07050453PN	FROSTFIGHTER
	*** ADDED ***		
V0236	TR	06100143PN	FROSTFIGHTER
	*** ADDED ***		
V0237	TR	06030363PN	FROSTFIGHTER
	*** ADDED ***		
V0238	MH	1011063 2001	SUNDOWNER TREATMENT UNIT, NR
	*** ADDED ***		
V0239	MH	0208-76168 2003	AMIDA LIGHT TOWER, MOBILE NR
	*** ADDED ***		
V0240	TR	75328 2005	BARTELL POWER TROWEL
	*** ADDED ***		
V0241	TR	WP1550	WACKER PLATE TAMPER
	*** ADDED ***		
V0242	TR	N2846	MIKASA JUMPING JACK M565H
	*** ADDED ***		
V0243	TR	07120193 2007	FROST FIGHTER NG
	*** ADDED ***		
V0244	TR	CC1300-XL 2004	CONCRETE SAW
	*** ADDED ***		
V0245	TR	1091610-022306 2011	AVH5020D/600MM

Continued on Page 37

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 37

Vehicle Collateral:				
Type	Serial #	Year	Make/Model	MH Reg.#
V0246	TR	170102 2011	AVP1850/VPLATE	
	*** ADDED ***			
V0247	TR	8102561	DCA-25USI 20KW GENERATOR	
	*** ADDED ***			
V0248	TR	U1100402184	LINCOLN 500 WELDER (MOUNT	
	*** ADDED ***			
V0249	TR	1272607	CONCRETE SAW DIAMOND CORE	
	*** ADDED ***			

V0250	TR	11040053PN	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0251	TR	11110223PN	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0252	TR	11110323PN	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0253	TR	11030043N	FROSTFIGHTER/DIESEL
	*** ADDED ***		
V0254	TR	42JSL141X11K72251 2003	TEREX LIGHT TOWER, MOBILE
	*** ADDED ***		
V0255	TR	7120183 2007	FROST FIGHTER HEATER
	*** ADDED ***		
V0256	TR	712023 2007	FROST FIGHTER HEATER
	*** ADDED ***		
V0257	TR	07120243NG 2007	FROST FIGHTER
	*** ADDED ***		
V0258	TR	07120163NG 2007	FROST FIGHTER
	*** ADDED ***		
V0259	TR	09020223PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0260	TR	09030313PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0261	TR	09020093PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0262	TR	09020203PN 2009	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***		
V0263	TR	10655365 2011	AVH5020D/600MM
	*** ADDED ***		
V0264	TR	1G9US141XSS201250 2004	1250 SAHARA GROUND HEATER
	*** ADDED ***		
V0265	TR	07120153PN 2007	FORST FIGHTER HEATER NG
	*** ADDED ***		
V0266	TR	07120213PN 2007	FROST FIGHTER HEATER NG
	*** ADDED ***		
V0267	TR	09060013PN 2010	FROSTFIGHTER HEATER/EDF35
	*** ADDED ***		
V0268	TR	10030003PN 2010	FROSTFIGHTER HEATER/EDF35
	*** ADDED ***		
V0269	MH	L123212021-598434 2001	GE 12X32 SKIDDED WASHCAR NR
	*** ADDED ***		
V0270	TR	1882440 2008	WACKER DPU 6055 PLATE TAM
	*** ADDED ***		
V0271	TR	1132046 2009	MAGNUM MLT 3060
	*** ADDED ***		
V0272	TR	1132039 2009	MAGNUM MLT 3060

Continued on Page 38

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 38

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0273 TR	32007446	2009	LG 6000 JUMPING JACK	
*** ADDED ***				
V0274 TR	7610CN6462	2009	LG 6000 JUMPING JACK	
*** ADDED ***				
V0275 TR	7610CN6532	2009	LG 6000 JUMPING JACK	

V0276	TR	09030533	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0277	TR	09030373	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0278	TR	09030433	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0279	TR	2F9US1139AE080362	2010	LINCOLN CLASSIC 300D WELD
	*** ADDED ***			
V0280	TR	SF9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD
	*** ADDED ***			
V0281	MH	1E9DE4020AA283026	2010	MOBILE BREAKROOM & CHASSI NR
	*** ADDED ***			
V0282	TR	6140513		FROST FIGHTER
	*** ADDED ***			
V0283	TR	6110673		FROST FIGHTER
	*** ADDED ***			
V0284	TR	6110583		FROST FIGHTER
	*** ADDED ***			
V0285	TR	6100853		FROST FIGHTER
	*** ADDED ***			
V0286	TR	6110703		FROST FIGHTER
	*** ADDED ***			
V0287	TR	6100035		FROST FIGHTER
	*** ADDED ***			
V0288	TR	121423		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0289	TR	4030213		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0290	TR	5010723		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0291	TR	5010713		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0292	TR	5080443		FROST FIGHTER OHU-250
	*** ADDED ***			
V0293	TR	5080473		FROST FIGHTER OHU-250
	*** ADDED ***			
V0294	TR	7031773		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0295	TR	7031793		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0296	TR	7031343		FROST FIGHTER OHV-350-11
	*** ADDED ***			
V0297	TR	341084UJN819		INGERSOL RAND LIGHT PLANT
	*** ADDED ***			
V0298	TR	343282UBQ819		INGERSOL RAND LIGHT PLANT
	*** ADDED ***			
V0299	TR	380375U1Q819		INGERSOL RAND LIGHT PLANT

Continued on Page 39

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 39

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0300	TR	380378U1Q819	INGERSOL RAND LIGHT PLANT	
	*** ADDED ***			

V0301	TR	379075UKQ819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0302	TR	380377ULQ819	INGERSOL RAND LIGHT PLANT
	*** ADDED ***		
V0303	TR	R10446102 1995	REIMER CEMENT MIXER, TRIA
	*** ADDED ***		
V0304	TR	70039 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0305	TR	70037 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0306	TR	70987 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0307	TR	72652 2007	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0308	TR	62431 2006	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0309	TR	67629 2006	MAGNUM PRO MLT 3060 LIGHT
	*** ADDED ***		
V0310	TR	59960 2012	230 LITRE TIDY TANK
	*** ADDED ***		
V0311	TR	60190 2012	230 LITRE TIDY TANK
	*** ADDED ***		
V0312	TR	62306 2012	45 LITRE TIDY TANK
	*** ADDED ***		
V0313	TR	62213 2012	45 LITRE TIDY TANK
	*** ADDED ***		
V0314	MH	20188321 2001	NORTHERN TRAILER WASHCAR NR
	*** ADDED ***		
V0315	TR	DPU100-70/0007942 2000	WACKER PLATE TAMPER
	*** ADDED ***		
V0316	TR	298900 1998	SUNDOWNER TREATMENT UNIT,
	*** ADDED ***		
V0317	TR	101020004259 2001	BOMAG DOUBLE DRUM PACKER
	*** ADDED ***		
V0318	TR	1000743 2008	STONE CONCRETE MIXER
	*** ADDED ***		
V0319	TR	EAPC1008343 2007	HONDA EM6500 GENERATOR
	*** ADDED ***		
V0320	TR	EZCT1011291 2005	HONDA GENERATOR
	*** ADDED ***		
V0321	TR	79165 2005	BARTELL POWER TROWEL
	*** ADDED ***		
V0322	TR	75599 2005	BARTELL POWER TROWEL
	*** ADDED ***		
V0323	TR	8052084 2008	GENERATOR 20KW
	*** ADDED ***		
V0324	TR	EA1-1128338	HONDA ES6500C
	*** ADDED ***		
V0325	TR	C19806000677	LINCLON WELDER CLASSIC 3D
	*** ADDED ***		
V0326	TR	09030463 2009	FROST FIGHTER DIESEL

Continued on Page 40

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 40

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

V0327	TR	09030483 2009	FROST FIGHTER DIESEL
V0328	TR	09030473 2009	FROST FIGHTER DIESEL
V0329	TR	4ZJSL141791001031 2009	TEREXAL4000 LIGHT TOWER
V0330	TR	101020011620 2005	BOMAG DOUBLE DRUM ROLLER
V0331	TR	PM101C16124E 2010	PREEM WILLIAMS BATCH PLAN
V0332	TR	YG8703	SIMPSON MAXWELL GENERATOR
V0333	TR	LA096653	MILLER BIG BLUE 402P WELD
V0334	TR	M10D140223 2010	KUBOTA/STAFORD GENSET/V36
V0335	TR	C1000600282	LINCOLN WELDER 300D
V0336	TR	V1188	SIMPSON MAXWELL GENERATOR
V0337	TR	3439233	24 KW GEN SET (BLUE GEN S
V0338	TR	ZH8-851	HONDA GX160 PACKER
V0339	TR	14051	CHICAGO PNEUMATIC AIR COM
V0340	TR	08295/002 1996	ATLAS COPCO XRVS 455
V0341	MH	260016142	60 X 12 ATCO OFFICE UNIT NR
V0342	TR	64420	HOTSY PRESSURE WASHER
V0343	TR	9581072	SHEET METAL BRAKE
V0344	TR	EB36929-1209	RIGID PIPE THREADER
V0345	TR	42054	MCELROY PITTBULL FUSION M
V0346	TR	0923023	CASE STREET SWEEPER ATTAC
V0347	TR	127003	MCMILLEN AUGER ATTACHMENT
V0348	MH	1060746023 2009	10X60 NORTHERN TRAILER OF NR
V0349	MH	1060746024 2009	10X60 NORTHERN TRAILER OF NR
V0350	MH	106009258410 2009	10X60 NORTHERN TRAILER OF NR
V0351	MH	106009258510 2009	10X60 NORTHERN TRAILER OF NR
V0352	MH	180-3185-52 1980	KITCHEN UNIT NR
V0353	MH	19930-3182-52 1980	SLEEPER UNIT NR

Continued on Page 41

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0354	MH	12480-3183-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0355	MH	1880-3184-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0356	MH	258016700	2001	SLEEPER WASHCAR UNIT	NR
	*** ADDED ***				
V0357	TR	1010843	2005	FROST FIGHTER HEATER	
	*** ADDED ***				
V0358	TR	101630851673	2006	PLATE TAMPER	
	*** ADDED ***				
V0359	TR	07120223PN	2007	FROST FIGHTER HEATER NG	
	*** ADDED ***				
V0360	TR	2100092	2007	FROST FIGHTER HEATER	
	*** ADDED ***				
V0361	TR	101020006125/307097	2004	BOMAG DRUM ROLLER	
	*** ADDED ***				
V0362	TR	99120213		FROST FIGHTER	
	*** ADDED ***				
V0363	TR	02080333		FROST FIGHTER	
	*** ADDED ***				
V0364	TR	00080983		FROST FIGHTER	
	*** ADDED ***				
V0365	TR	02111323	2006	FROST FIGHTER	
	*** ADDED ***				
V0366	TR	2080263	2006	FROST FIGHTER	
	*** ADDED ***				
V0367	TR	02100303	2006	FROST FIGHTER	
	*** ADDED ***				
V0368	TR	02060283		FROST FIGHTER	
	*** ADDED ***				
V0369	TR	9111333		FROST FIGHTER	
	*** ADDED ***				
V0370	TR	02112873		FROST FIGHTER	
	*** ADDED ***				
V0371	TR	02111573		FROST FIGHTER	
	*** ADDED ***				
V0372	TR	GCABT-3482124	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0373	TR	GSABT-3482159	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0374	TR	GSABT-3482160	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0375	TR	9100433		FROST FIGHTER	
	*** ADDED ***				
V0376	TR	101-540-48-7312		BOMAG JUMPING JACK	
	*** ADDED ***				
V0377	TR	101020000330	2003	BOMAG ROLLER	
	*** ADDED ***				
V0378	TR	0209-76408	2003	AMIDA LIGHT TOWER, MOBILE	
	*** ADDED ***				
V0379	TR	E132911	2006	MAXAIR PREMIUM COMPRESSOR	
	*** ADDED ***				
V0380	TR	07120173PN	2007	FROST FIGHTER HEATER	

Continued on Page 42

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0381	TR	42007302	2006	STONE CEMENT MIXER	
	*** ADDED ***				
V0382	TR	07120143NG	2007	FROST FIGHTER	
	*** ADDED ***				
V0383	TR	09060123PN	2010	FROSTFIGHTER HEATER/IDF35	
	*** ADDED ***				
V0384	MH	254942035		TRAVECO SIDE BY SIDE CAMP NR	
	*** ADDED ***				
V0385	MH	254942036		TRAVCO SIDE BY SIDE CAMP NR	
	*** ADDED ***				
V0386	MH	254942037		TRAVECO SIDE BY SIDE CAMP NR	
	*** ADDED ***				
V0387	MH	254942038		TRAVECO SIDE BY SIDE CAMP NR	
	*** ADDED ***				
V0388	MH	254942039		TRAVECO SIDE BY SIDE CAMP NR	
	*** ADDED ***				
V0389	MH	H95E11115		SUPPORT UNIT FOR TRAVCO C NR	
	*** ADDED ***				
V0390	MH	S15425459P	1980	ATCO OFFICE UNIT, SKID MO NR	
	*** ADDED ***				
V0391	TR	0110-72238	2003	AMIDA LIGHT TOWER, MOBILE	
	*** ADDED ***				
V0392	TR	2EP21311761021593	2007	CROWN CEMENT MIXER MODE	
	*** ADDED ***				
V0393	MH	000000AR06506	1997	CUSTOM OFFICE UNIT, MOBIL NR	
	*** ADDED ***				
V0394	TR	4ZJSL141181000568	2008	TEREX LIGHT TOWER, MOBILE	
	*** ADDED ***				
V0395	MH	240005109	2000	OFFICE TRAILER 12X40 NR	
	*** ADDED ***				
V0396	TR	1215810294		KNAACK WORK STATION MODEL	
	*** ADDED ***				
V0397	MH	N81260180		60X12 SKIDDED OFFICE UNIT NR	
	*** ADDED ***				
V0398	MH	1240080004		32X12 SKIDDED LAVATORY UN NR	
	*** ADDED ***				
V0399	TR	1010823	2005	FROST FIGHTER HEATER	
	*** ADDED ***				
V0400	TR	1003052311	2010	FROSTFIGHTER HEATER/IDF35	
	*** ADDED ***				
V0401	TR	1003053311	2010	FROSTFIGHTER HEATER/IDF35	
	*** ADDED ***				
V0402	TR	4ZJSL151351012942		TEREX ARMIDA AL5000 LIGHT	
	*** ADDED ***				
V0403	TR	4ZJSL151151012938		TEREX ARMIDA AL5000 LIGHT	
	*** ADDED ***				
V0404	TR	11110373		FROSTFIGHTER DIESEL	
	*** ADDED ***				
V0405	TR	2080153		FROSTFIGHTER HEATER	
	*** ADDED ***				
V0406	TR	10655367	2011	AVH5020D/600MM	
	*** ADDED ***				
V0407	TR	1TTE5330251076782	2005	WABASH HIGHWAY TRAILER	

Continued on Page 43

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0408	MV	249B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	
V0409	MV	SH8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	
V0410	MV	SR9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	
V0411	TR	1GRDM963XRM04403	1994	TRIAXLE FLAT DECK TRAILER	
V0412	MV	5V8VA53B86M602494	2006	VANGUARD HIGHWAY VAN	
V0413	TR	3BZET14205C004128	2005	NORTE UTILITY TRAILER	
V0414	TR	2LDS53349E049017	2009	LODE KING HWY TRAILER 53	
V0415	MV	1S13E9487PD348958	1992	STRICK HIGHWAY VAN	
V0416	MV	SH8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	
V0417	TR	SF9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	
V0418	TR	2CU54ANE342001637	1997	TRAILTECH UTILITY TRAILER	
V0419	TR	2DEAC62626T005048	2000	DOUBLE A	
V0420	TR	46YCP242X61078245	2006	WESTERN WORLD STARLITE CA	
V0421	TR	2S9LN736XB1024490	2010	SOUTHLAND PHB25G-20BT	
V0422	TR	2CU24AD612008233	2001	TRAILTECH UTILITY TRAILER	
V0423	MV	2H8V0482BGS040402	1986	FRUEHAUF HIGHWAY VAN	
V0424	MV	2H8V0482BES055508	1984	FRUEHAUF HIGHWAY VAN	
V0425	MV	1S12E488SD392353	1995	STRICK HIGHWAY VAN	
V0426	MV	2TCV482B5FA351561	1985	TRAILMOBILE HIGHWAY VAN	
V0427	MV	2TCV482B6HA48540	1987	TRAILMOBILE HIGHWAY VAN	
V0428	TR	1JJV482U6NL171633	1992	WABASH HIGHWAY TRAILER	
V0429	MV	2M5921462K1019970	1989	MANAC HIGHWAY VAN	
V0430	TR	2CU24A40612008233	2001	TRAILTECH UTILITY TRAILER	
V0431	TR	2CUL2TG9722011284	2002	TRAILTECH UTILITY TRAILER	
V0432	MV	2RIB3W3E1E1000075	1984	ROUSSY HIGHWAY VAN	
V0433	TR	2D9SV5967YH092176	2000	D-LINE UTILITY TRAILER	
V0434	MV	2H8V04828ES042115	1984	FRUEHAUF HIGHWAY VAN	

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 44

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***

V0435	TR	6110693	FROST FIGHTER	
-------	----	---------	---------------	--

Registering

Party: FRASER MILNER CASGRAIN LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 272009H

Reg. Date: APR 03, 2013

Reg. Time: 14:44:36

Control #: D1717642

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 238318H

Base Reg. Date: MAR 15, 2013

Details Description:

ADD DEBTOR

Block#

*** ADDED ***

D0008	Bus. Debtor: MG LODGING INUVIK LTD. 802, 5201 50 AVE YELLOWKNIFE NT X1A 3S8
-------	---

Registering

Party: DENTONS CANADA LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

----- A D D I T I O N O F C O L L A T E R A L / P R O C E E D S -----

Reg. #: 285068H

Reg. Date: APR 10, 2013

Reg. Time: 15:09:36

Control #: D1730910

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 238318H

Base Reg. Date: MAR 15, 2013

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***

V0436	MV	2HJYK16507H002421	2007	HONDA RIDGELINE
-------	----	-------------------	------	-----------------

*** ADDED ***

V0437	MV	3BKHH5H1BF946796	2011	KENTWORTH WT-01 WELDING T
-------	----	------------------	------	---------------------------

*** ADDED ***

V0438	MV	1FT7W28098EC82785	2011	FORD F250 4 X 4 CREW CAB
-------	----	-------------------	------	--------------------------

*** ADDED ***

V0439	MV	1FBSS31S05HA57400	2005	FORD ECONOLINE VAN
-------	----	-------------------	------	--------------------

*** ADDED ***

V0440	MV	1GTHK29U07E117430	2007	GMC SIERRA
-------	----	-------------------	------	------------

*** ADDED ***
 V0441 MV 1FRSW2B58AE01185 2010 FORD 250 CREW CAB XLT
 *** ADDED ***
 V0442 MV 2GCEK13M081158231 2008 CHEVY SIL 1500

Continued on Page 45

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 45

Vehicle Collateral:					
Type	Serial #	Year	Make/Model	MH Reg.#	
*** ADDED ***					
V0443 MV	1FTSW31F91EB19990	2001	FORD 350 CREW CAB		
*** ADDED ***					
V0444 MV	1FTWW3BY2AEB22635	2010	FORD F350 XL5		
*** ADDED ***					
V0445 MV	1GTHK23U67F103051	2007	GMC SIERRA K2500		
*** ADDED ***					
V0446 MV	AAW00461	2003	CAT 972G LOADER WITH ATTA		
*** ADDED ***					
V0447 MV	B100559410E	2001	CARELIFT ZB1055-44 ZOOM B		
*** ADDED ***					
V0448 MV	CATTHH460VSLF02861	2006	CAT TELESCOPIC FORKLIFT		
*** ADDED ***					
V0449 MV	AJCB5AKKGE61192810	2007	JCB 535-140 LOADALL WITH		
*** ADDED ***					
V0450 TR	11030043PN		FROSTFIGHTER/DIESEL		
*** ADDED ***					
V0451 TR	1G9US141X55201250	2004	1250 SAHARA GROUND HEATER		
*** ADDED ***					
V0452 TR	2F9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD		
*** ADDED ***					
V0453 TR	R10446103	1995	REIMER CEMENT MIXER, TRIA		
*** ADDED ***					
V0454 TR	4ZJSL141291001034	2009	TEREXAL4000 LIGHT TOWER		
*** ADDED ***					
V0455 TR	2100093	2007	FROST FIGHTER HEATER		
*** ADDED ***					
V0456 TR	99111333		FROST FIGHTER		
*** ADDED ***					
V0457 TR	GCABT-3482159	2009	HONDA WATER PUMP		
*** ADDED ***					
V0458 TR	GCABT-3482160	2009	HONDA WATER PUMP		
*** ADDED ***					
V0459 TR	101020000339	2003	BOMAG ROLLER		
*** ADDED ***					
V0460 TR	4ZJSL141181000569	2008	TEREX LIGHT TOWER		
*** ADDED ***					
V0461 MV	2R9B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN		
*** ADDED ***					
V0462 MV	2H8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN		
*** ADDED ***					
V0463 MV	2R9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN		
*** ADDED ***					
V0464 MV	2H8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN		
*** ADDED ***					
V0465 TR	2F9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT		
*** ADDED ***					
V0466 TR	2CU24A4D612008233	2001	TRAILTECH UTILITY TRAILER		

*** ADDED ***
V0467 TR 1FDZY90TRVA36258 1994 FORD C/W 9000 CEMENT MIXE

Registering
Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET
EDMONTON AB T5J 3V5

Continued on Page 46

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 46

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 304764H Reg. Date: APR 22, 2013
Reg. Time: 14:59:04
Control #: D1750494

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 238318H Base Reg. Date: MAR 15, 2013

Details Description:
ADDITION OF ONE SERIAL NUMBER

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

*** ADDED ***
V0468 MH 240107480 2010 12 X 40 OFFICE NR

Registering
Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET
EDMONTON AB T5J 3V5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAR 15, 2013 Reg. Length: 10 YEARS
Reg. Time: 13:36:04 Expiry Date: MAR 15, 2023
Base Reg. #: 239054H Control #: D1683690

Block#

S0001 Secured Party: ROYAL BANK OF CANADA
301, 10117 JASPER AVE NW
EDMONTON AB T5J 1W5

D0001 Base Debtor: DOWLAND CONSTRUCTION, INC.
(Business) 601 W 5TH AVE STE 900
ANCHORAGE AK 99501

D0002 Bus. Debtor: 6070 N.W.T. LIMITED
PO BOX 1734, HOUSE 2436
IQALUIT NU X0A 0H0

D0003 Bus. Debtor: 6070 N.W.T. LIMITED
29 INDUSTRIAL RD, PO BOX 1660
INUUVIK NT X0E 0T0

D0004 Bus. Debtor: TERCON INDUSTRIAL WORKS LTD.
#202, 166 ORIOLE ROAD
KAMLOOPS BC V2C 4N7

D0005 Bus. Debtor: NCC DOWLAND CONSTRUCTION LIMITED
 199 BAY ST, STE 2800, COURT W
 TORONTO ON M5L 1A9

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0001	MH	240118405	2011	12 X 40 SKID OFFICE	NR
V0002	MH	240119568	2011	12 X 40 SKID OFFICE	NR

Continued on Page 47

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 47

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0003	MV	5XYZUDLA6DG021474	2013	HYUNDAI SANTA FE SPORT	
V0004	MV	H177B3400452	2002	HYSTER H65XM FORKLIFT	
V0005	TR	1111	1995	CEMENT MIXER	
V0006	MV	908150471	2002	BOMBARDIER BR 180	
V0007	MV	908150590	2001	BOMBARDIER BR 180	
V0008	MV	SLP550BA3E1015956	2003	JCB 550 LOADER	
V0009	MV	DW544JZ593375	2004	JOHN DEERE 544S 4WD LOADE	
V0010	MV	51902985	2002	BOBCAT S185 SKID STEER	
V0011	MV	GS32-46191	2002	GENIE SCISSOR LIFT	
V0012	MV	4ZJSL141591001027	2009	TEREX AL40000 LIGHT TOWER	
V0013	MV	JJG0274324	2000	CASE 580SL SERIES 2	
V0014	MV	38G8211B	1978	HTC-50W LINKBELT MOBILE C	
V0015	TR	11984		SHOP BUILT TRAILER	
V0016	MV	GS6803-42252	2000	GENIE SCISSOR LIFT	
V0017	TR	11409189	1999	PROTEC BOXER 114 IR SMOO	
V0018	MV	512265353	2001	BOBCAT SKIDSTEER LOADER M	
V0019	MV	514450695	2002	BOBCAT SKIDSTEER LOADER M	
V0020	MV	707327		SKYJACK SCISSORLIFT MODEL	
V0021	MV	00W21P22-3475	2001	LULL RCH FORKLIFT 8000 LB	
V0022	MV	JCB5AKKGP61192813	2007	JCB 535-140 C/W ATTACHMEN	
V0023	MV	JCB5AKKGP61192810	2007	JCB 535-140 C/W ATTACHMEN	
V0024	MV	N6M438731	2006	CASE 445SSL C/W ATTACHMEN	
V0025	TR	35005382	2007	DYNAPAC PLATE TAMPERS	
V0026	TR	35005847	2007	DYNAPAC PLATE TAMPERS	
V0027	TR	35005894	2007	DYNAPAC PLATE TAMPERS	
V0028	TR	35005891	2007	DYNAPAC PLATE TAMPERS	
V0029	TR	4ZJSL141181000567	2007	TEREX TRALER MOUNTED LIGH	
V0030	TR	4ZJSL141381000568	2007	TEREX TRAILER MOUNTED LIG	
V0031	TR	4ZJSL141581000569	2007	TEREX TRAILER MOUNTED LIG	
V0032	MV	8BF00150	1988	CATERPILLAR D3G LGP CRAWL	
V0033	MV	SLP550BA3E1015B59	2003	JCB LOAD ALL ZOOM LOADER	
V0034	MH	ST06009		OFFICE UNIT, SKID MOUNTED	NR
V0035	MH	20188321		NT WASHCAR	NR
V0036	TR	T53AXAS	2005	ASI TS3AXAS COMPRESSOR	
V0037	MH	20005109	2000	OFFICE TRAILER 12 X40	NR
V0038	MH	240005221		OFFICE TRAILER 10 X 40	NR
V0039	MH	ST06081		OFFICE UNIT	NR
V0040	TR	35007354		LG 500 PLATE TAMPER	
V0041	TR	4ZJSL141791001028		TEREX AL4000 LIGHT TOWER	
V0042	TR	4ZJSL1419910011029		TEREX AL4000 LIGHT TOWER	
V0043	TR	4ZJSL141591001030		TEREX AL4000 LIGHT TOWER	
V0044	TR	4ZJSL141791001031		TEREX AL4000 LIGHT TOWER	

V0045	TR	4ZJSL141991001032	TEREX AL4000 LIGHT TOWER
V0046	TR	4ZJSL141091001033	TEREX AL4000 LIGHT TOWER
V0047	TR	4ZJSL1412911001034	TEREX AL4000 LIGHT TOWER
V0048	TR	4ZJSL141491001035	TEREX AL4000 LIGHT TOWER
V0049	TR	106401-74 1974	TEXOMA RIG
V0050	TR	5760 1975	TEXOMA RIG
V0051	TR	1007144 1981	TEXOMA RIG
V0052	TR	71759 1989	GROVE 745 RT
V0053	TR	4ZJSL141691001036	TEREX AL4000 LIGHT TOWER
V0054	TR	167246 2000	INGERSOL RAND ZOOM BOOM
V0055	TR	R1044Y103	REIMER MIXER
V0056	TR	C08735 1982	SCHRAMM T985
V0057	TR	43146 2005	SKYJACK SCISSORLIFT 8841G

Continued on Page 48

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 48

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
V0058	MV	T00320A126378	2006 JOHN DEER SKID STEER LOAD	
V0059	MV	16686	2000 GENIE Z45/25 MANLIFT	
V0060	MV	GS32-46178	2003 GENIE SCISSOR LIFT GS26/3	
V0061	MV	43096	2006 SKYJACK SCISSOR LIFT SJ88	
V0062	MV	40000022	2006 SKYJACK SCISSOR LIFE SJ88	
V0063	MV	43488	2006 SKYJACK SCISSOR LIFT SJ84	
V0064	MV	Z452509A-39107	2009 GENIE LIFT Z45/25J MAN LI	
V0065	MV	Z452509-A39109	2009 GENIE LIFT Z45/25J MAN LI	
V0066	MV	GTH1009A-13696	2009 GENIE ZOOM BOOM	
V0067	MV	N8M483479	2009 CASE 440 CT SKIDSTEER	
V0068	MV	N8M492494	2009 CASE 440 SSL SKIDSTEER	
V0069	MV	550GA4E1039853	2004 JCB 550 ZOOM BOOM	
V0070	MH	113210307311	2011 11X32 SK/LAVATORY TN2349	NR
V0071	MH	126009263610	2010 12X60 SKID OFFICE TN1744	NR
V0072	MH	105207149508	2008 10X52 OFFICE TN1744	NR
V0073	TR	IST040	8 X 13 INS. SWG TANK ISTO	
V0074	MH	103209260110	10X32 MOBILE OFFICE TN223	NR
V0075	MH	J08051-02	2008 10X52 FIELD OFFICE	NR
V0076	MH	10520682607	2007 10X52 OFFICE TN1347	NR
V0077	MH	102111416012	2012 10X21 SK LAVATORY TN2574	NR
V0078	TR	IST102	8X13 INS. SWGE TANK IST10	
V0079	MV	1FD0W4HT1BEC26943	2011 FORD F450	

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registering

Party: FRASER MILNER CASGRAIN LLP
2900, 10180 101 ST NW
EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 249192H

Reg. Date: MAR 20, 2013

Reg. Time: 12:39:06

Control #: D1694174

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 239054H

Base Reg. Date: MAR 15, 2013

Details Description:
ADD 3 DEBTORS & 20 SER# ITEMS

Block#

*** ADDED ***

D0006 Bus. Debtor: DOWLAND CONTRACTING LTD.
7028 56 AVE NW
EDMONTON AB T6B 1E4

*** ADDED ***

D0007 Bus. Debtor: DOWLAND CONTRACTING LTD.
29 INDUSTRIAL RD, PO BOX 1660
INUUVIK NT X0E 0T0

Continued on Page 49

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 49

*** ADDED ***

=D0008 Bus. Debtor: DOWLAND INDUSTRIAL WORKS LTD.
#202, 166 ORIOLE ROAD
KAMLOOPS BC V2C 4N7

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0080 MV	AWP12-73051		GENIE MANLIFT 40 PERSONA	
*** ADDED ***				
V0081 MV	1GT220CG6DZ147774	2012	GMC SIERRA 250	
*** ADDED ***				
V0082 MV	1FT7W28098E08285	2011	F250 C/C XLT FORD	
*** ADDED ***				
V0083 MV	1FT7W2B67CEB11579	2012	F250 C/C XLT FORD	
*** ADDED ***				
V0084 MH	CPX78432		36 X60 SKID OFFICE COMPL NR	
*** ADDED ***				
V0085 MH	2583RRT050208	2008	10 X28 SKIDDED OFFICE/LU NR	
*** ADDED ***				
V0086 MV	622235		JOHN DEERE 544K WHEEL LOA	
*** ADDED ***				
V0087 MV	1C6RD7FP3CS121646	2012	DODGE RAM TRUCK 1500 ST 4	
*** ADDED ***				
V0088 MV	1FTFW1EV4AFA65693	2010	FORD F-150 XLT	
*** ADDED ***				
V0089 MV	1FTFW1EV2AFC24999	2010	FORD F-150 XLT	
*** ADDED ***				
V0090 MV	1FTFW1EV0AFA65691	2010	FORD F-150 XLT	
*** ADDED ***				
V0091 MV	SLK09234	2009	CAT 257B2	
*** ADDED ***				
V0092 MV	5501001		CAT 972G 960 FORKS AND CA	
*** ADDED ***				
V0093 MV	CATTH460VSLF02861		CAT TELESCOPING FORKLIFT	
*** ADDED ***				
V0094 MV	CJF0055977		580 M CASE BACKHOE C/W BU	
*** ADDED ***				

V0095 MV 1FT8W3BT4BEA00941 2011 FORD F-350 4X4 CREWCAB
 *** ADDED ***
 V0096 MV 1FT8W3BT6BEA00942 2011 FORD F-350 4X4 CREWCAB
 *** ADDED ***
 V0097 MV BB1005509410E ZOOM BOOM
 *** ADDED ***
 V0098 MH 1E9DE4020AA283023 MOBILE OFFICE NR
 *** ADDED ***
 V0099 MV 3BKHHM5H1BF946796 2011 KENWORTH WT-01 WELDING TR

Registering

Party: FRASER MILNER CASGRAIN LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

Continued on Page 50

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 50

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 262204H

Reg. Date: MAR 27, 2013

Reg. Time: 16:03:24

Control #: D1705548

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 239054H

Base Reg. Date: MAR 15, 2013

Details Description:

ADD ABOUT 336 SERIAL # ITEMS

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0100 MV	1GTHK23U06F263005	2006	GMC SIERRA K2500	
*** ADDED ***				
V0101 MV	1GT120CGXCF118629	2012	GMC SIERRA 2500	
*** ADDED ***				
V0102 MV	1FTNW20L9YED64460	2000	FORD F25 CREW CAB	
*** ADDED ***				
V0103 MV	3GTEC14X66G258845	2006	GMC SIERRA C1500	
*** ADDED ***				
V0104 MV	2HUYK16507H002421	2007	HONDA RIDGELINE	
*** ADDED ***				
V0105 MV	2CKDL73F576228944	2007	PONTIAC TORRENT	
*** ADDED ***				
V0106 MV	2CKDL43FX86055891	2008	PONTIAC TORRENT	
*** ADDED ***				
V0107 MV	2G4WF582881349091	2008	BUICK ALLURE	
*** ADDED ***				
V0108 MV	1FMCU9DG3AKC80768	2010	FORD ESCAPE	
*** ADDED ***				
V0109 MV	1FTYR44U58PA25296	2008	FORD RANGER	
*** ADDED ***				
V0110 MV	1FT8W3B68BEA27666	2011	FORD KING RANCH	

V0111	MV	3GTRKUEA4AG125008	2010	GMC 1500 CREW CAB
	*** ADDED ***			
V0112	MV	1FMCU9D79CKB59584	2012	FORD ESCAPE XLT 4WD
	*** ADDED ***			
V0113	MV	3D7LS38C55G820557	2005	DODGE RAM
	*** ADDED ***			
V0114	MV	2GTEK13T071136459	2007	GMC SIERRA C1500
	*** ADDED ***			
V0115	MV	1GCEK14C19Z111823	2009	CHEVY 1500 4 X 4
	*** ADDED ***			
V0116	MV	1FTWW3B51AEB21806	2010	FORD F-350 CREW CAB
	*** ADDED ***			
V0117	MV	1GAHG39U071202548	2007	CHEVY EXPRESS 3500
	*** ADDED ***			
V0118	MV	1FBNE3BL5ADA21635	2010	FORD ECONOLINE E-350 VAN
	*** ADDED ***			
V0119	MV	1FT7W28098EO82785	2011	FORD F250 4 X 4 CREW CAB
	*** ADDED ***			
V0120	MV	1FTPW14V29FA43886	2009	FORD F-150 XLT
	*** ADDED ***			
V0121	MV	1FTFW1EV9AFA41583	2010	FORD F-150 XLT

Continued on Page 51

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 51

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***					
V0122	MV	1FTFW1EF5BFB27161	2011	FORD F-150 XLT	
*** ADDED ***					
V0123	MV	1FDJS34MORHB89417	1994	FORD F-350	
*** ADDED ***					
V0124	MV	1FBSS31S0SHA57400	2005	FORD ECONOLINE VAN	
*** ADDED ***					
V0125	MV	1FBSS31S01HB11448	2001	FORD E350	
*** ADDED ***					
V0126	MV	1FTSW2B57AEB18885	2010	FORD F250	
*** ADDED ***					
V0127	MV	1GTHK29U073117430	2007	GMC SIERRA	
*** ADDED ***					
V0128	MV	1FDKF38FXVEA50086	1997	FORD	
*** ADDED ***					
V0129	MV	1GTHK29102E221835	2002	GMC SIERRA	
*** ADDED ***					
V0130	MV	1FTNF21L3YED27144	2000	FORD F250	
*** ADDED ***					
V0131	MV	1FT7W2B60BEC82785	2011	FORD F-250	
*** ADDED ***					
V0132	MV	1FTSX21598EE35026	2008	FORD F-250	
*** ADDED ***					
V0133	MV	1FRSW2B58A3E01185	2010	FORD 250 CREW CAB XLT	
*** ADDED ***					
V0134	MV	1GNCT18X15K112188	2005	CHEV BLAZER	
*** ADDED ***					
V0135	MV	1GTHK33K78F105560	2008	GMC SIERRA 3500	
*** ADDED ***					
V0136	MV	2GC3K13M081158231	2008	CHEVY SIL 1500	

	*** ADDED ***				
V0137	MV	1GAHG39U931171228	2003	CHEV EXPRESS	3500
	*** ADDED ***				
V0138	MV	3GTRKUEA1AG139545	2010	GMC SIERRA	
	*** ADDED ***				
V0139	MV	1FTWX31509EA02851	2009	FORD F350	XLT
	*** ADDED ***				
V0140	MV	1GTFG15X441109031	2004	GMC SAVANA	
	*** ADDED ***				
V0141	MV	2FTRX18W9YCA06997	2000	FORD F150	
	*** ADDED ***				
V0142	MV	1GCDM19X52B146898	2002	CHEVY ASTRO	
	*** ADDED ***				
V0143	MV	2FDJF37H5KCA49573	1989	FORD F350	
	*** ADDED ***				
V0144	MV	1FTNW20L0YED64461	2000	FORD F250	CREW CAB
	*** ADDED ***				
V0145	MV	1FDWF37F1YEE03466	2000	FORD F350	
	*** ADDED ***				
V0146	MV	1FTRW07LX1KD93839	2001	FORD F150	SUPERCREW
	*** ADDED ***				
V0147	MV	1FTNW21F51EB26488	2001	FORD 250	
	*** ADDED ***				
V0148	MV	1FDXX47P93EC41398	2003	FORD F450	

Continued on Page 52

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 52

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0149	MV	1FTWW3056EA50871	2005	FORD F350	
	*** ADDED ***				
V0150	MV	1FTWW31596ED49917	2006	FORD F350	
	*** ADDED ***				
V0151	MV	1GTEK19BX6Z291718	2006	GMC SIERRA	C1500
	*** ADDED ***				
V0152	MV	1GCGG25V361144638	2006	CHEVROLET EXPRESS	VAN
	*** ADDED ***				
V0153	MV	1GTCS196868291541	2006	GMC CANYON	
	*** ADDED ***				
V0154	MV	1FTPW14V69FA27237	2009	GUYS F-150	PLATNUM
	*** ADDED ***				
V0155	MV	AFTSW31F91EB19990	2001	FORD 350	CREW CAB
	*** ADDED ***				
V0156	MV	1GNDT13X74K153824	2004	CHEV BLAZER	
	*** ADDED ***				
V0157	MV	1GNCT18X35K112502	2005	CHEV BLAZER	
	*** ADDED ***				
V0158	MV	1GCGK29U8XE252683	1999	CHEV SILVERADO	
	*** ADDED ***				
V0159	MV	1FTWW3BY2AEB22635	2010	FORD F350	XL5
	*** ADDED ***				
V0160	MV	1FTWW356AEB03768	2010	FORD F-350	CREW CAB
	*** ADDED ***				
V0161	MV	1FTNE24L6YHA13386	2000	FORD E250	ECONOLINE
	*** ADDED ***				

V0162	MV	1FDJW36F8TEA87729	1996	FORD F350 CREW CAB
	*** ADDED ***			
V0163	MV	3GCFKSE760G112619	2013	CHEVROLET SILVERADO
	*** ADDED ***			
V0164	MV	1FTWW3B51AEA64846	2010	FORD 350 CREW CAB
	*** ADDED ***			
V0165	MV	1FTWW3B51AEB08425	2010	FORD F-150 TON CREW CAB
	*** ADDED ***			
V0166	MV	1GTHK23K58F219146	2008	GMC SIERRA 2500
	*** ADDED ***			
V0167	MV	1GT220CG6CZ147774	2012	SIERRA SLE 2500 EXTENDED
	*** ADDED ***			
V0168	MV	1GDJK34U16E250531	2006	GMC SIERRA K3500
	*** ADDED ***			
V0169	MV	1FTWW315X8EC91433	2008	FORD 350 CREW CAB
	*** ADDED ***			
V0170	MV	1GTHK23U6UF103051	2007	GMC SIERRA K2500
	*** ADDED ***			
V0171	MV	1GDJK33U87F194956	2007	GMC SIERRA K3500
	*** ADDED ***			
V0172	MV	1GKDT13X44K144883	2004	GMC JIMMY SLS
	*** ADDED ***			
V0173	MV	1FTSW21546EC00954	2006	FORD F-250
	*** ADDED ***			
V0174	MV	Z8008-642	2005	GENIE 80 FT ARTICULATE BO
	*** ADDED ***			
V0175	MV	AA200461	2003	CAT 972G LOADER WITH ATTA

Continued on Page 53

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 53

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0176	MV	2NKWL50X9LM556289	1990	KENWORTH 5800 CEMENT MIXE	
	*** ADDED ***				
V0177	MV	C179C2100K	1986	HYSTER V490 ROUGH TERRAIN	
	*** ADDED ***				
V0178	MV	GS6805-44261		GMC W5500 4X2 FLATBED TRU	
	*** ADDED ***				
V0179	MV	167246	2000	INGERSOL-RAND ZOOM BOOM	
	*** ADDED ***				
V0180	MV	T00332E139650	2007	JOHN DEERE SKID STEER 260	
	*** ADDED ***				
V0181	MV	1XKWD40XX8J936771	2008	KENWORTH 2900B W/ACCESSOR	
	*** ADDED ***				
V0182	TR	1070030892	2007	AMMANN ASC110 DRUM ROLLER	
	*** ADDED ***				
V0183	MV	DW644GD550187	1996	JOHN DEERE 644G	
	*** ADDED ***				
V0184	MV	RS634J20921445	2009	GEHL ZOOM BOOM	
	*** ADDED ***				
V0185	TR	AH096095	1983	YALE ELECTRIC LIFT MODEL	
	*** ADDED ***				
V0186	MV	TNK00659	2011	CAT 252B3 SKID STEER WITH	
	*** ADDED ***				
V0187	MV	SLP550BA3E1015854	2003	JCB 550 ZOOM BOOM LOADALL	

V0188	MV	GTH1010A-13734	2010	GENIE 1056 ZOOM BOOM
V0189	MV	1T0320DKCBG204733	2012	JOHN DEERE 320D SKID STEE
V0190	MV	51710	2006	SKYJACK SCISSOR LIFT 50-6
V0191	MV	1T0320DKCBG206661	2012	JOHN DEERE 320D SKID STEE
V0192	MV	XCK00228	2008	CAT 320DLRR EXCAVATOR WIT
V0193	MV	XCK00178	2008	CAT 320D
V0194	MV	TWR02509	2006	CAT 930G
V0195	MV	TWR01627	2006	CAT 930G LOADER
V0196	MV	TBM00628	2008	CAT TL1055 TELEHANDLER
V0197	MV	Z60044582	2004	GENIE Z-60/34 MANLIFT
V0198	MV	58010-8429	2010	GENIE AWD 80 MANLIFT
V0199	MV	613379	2001	SKYJACK SCISSOR LIFT SJII
V0200	MV	TBM00292	2007	CAT TL1055 TELEHANDLER
V0201	MV	Z8005-709	2005	GENIE Z80/60 MANLIFT
V0202	MV	JKBVFHA189B579014	2009	KAWASAKI 360

Continued on Page 54

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 54

Vehicle Collateral:				
Type	Serial #	Year	Make/Model	MH Reg.#
V0203	MV	1M2P289C8XM028258	1999	MACK CEMENT MIXER TRUCK
V0204	MV	1M2P289C1WM025930	1998	MACK CEMENT MIXER TRUCK
V0205	MV	300096389	2003	JLG BOOM 60-64 FT/600S
V0206	MV	2HTAF1957BCA24093	1981	INTERNATIONAL F1954 WATER
V0207	MV	114-9189	1999	PROTEC BOXER 114 DRUM ROL
V0208	MV	1M2P289C0WM025952	1998	MACK CEMENT MIXER TRUCK
V0209	MV	1FDZY90T4VA36258	1994	FORD C/W 9000 CEMENT MIXE
V0210	MV	RD61251915	1981	MACK 600 (FROM TUNDRA)
V0211	MV	DR2064CT26794	1979	CRANE CARRIER (FROM TUNDR
V0212	MV	C80735	1973	FORD CRANE CARRIER (FROM

V0213	MV	1NKDXBEX14R973497	2004	KENWORTH 5800 WITH DRILL
	*** ADDED ***			
V0214	MV	SNINT5BS25C501693	2005	POLARIS TRAIL TOURING DLX
	*** ADDED ***			
V0215	MV	918050471	2001	BOMBARDIER BR180 TRAILGRO
	*** ADDED ***			
V0216	MV	GS3246191	2002	GENIE SCISSOR LIFT GS26/6
	*** ADDED ***			
V0217	MV	2FUPYCYB4EV240066	1984	FREIGHTLINER VAC TRUCK
	*** ADDED ***			
V0218	MV	1FDPF80C2VVA05535	1997	FORD 800 GRAVEL DUMP TRUC
	*** ADDED ***			
V0219	MV	T0319DJ186212	2012	JOHN DEERE 319D TRACKED S
	*** ADDED ***			
V0220	MV	519029895	2002	BOBCAT S185 SKIDSTEER
	*** ADDED ***			
V0221	MV	530513401	2007	BOBCAT SKIDSTEER S205 WIT
	*** ADDED ***			
V0222	MV	JCB5AGKGC61192756	2007	JCB LOADALL 550-140 PLUS
	*** ADDED ***			
V0223	MH	1280107854		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0224	MH	1280107654		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0225	MH	1880107754		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0226	MH	17980107654		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0227	MH	13980107554		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0228	MH	125406E+11		SKIDDED SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0229	TR	09070083	2009	FROST FIGHTER NG

Continued on Page 55

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 55

Vehicle Collateral:				
	Type	Serial #	Year	Make/Model
	*** ADDED ***			
V0230	TR	09070053	2009	FROST FIGHTER NG
	*** ADDED ***			
V0231	TR	09070133	2009	FROST FIGHTER NG
	*** ADDED ***			
V0232	TR	1215810308		KNAACK WORK STAITON MODEL
	*** ADDED ***			
V0233	TR	06100543PN		FROSTFIGHTER
	*** ADDED ***			
V0234	TR	06090073PN		FROSTFIGHTER
	*** ADDED ***			
V0235	TR	07050453PN		FROSTFIGHTER
	*** ADDED ***			
V0236	TR	06100143PN		FROSTFIGHTER
	*** ADDED ***			
V0237	TR	06030363PN		FROSTFIGHTER
	*** ADDED ***			
V0238	MH	1011063	2001	SUNDOWNER TREATMENT UNIT, NR

V0239	*** ADDED ***	MH	0208-76168	2003	AMIDA LIGHT TOWER, MOBILE NR
V0240	*** ADDED ***	TR	75328	2005	BARTELL POWER TROWEL
V0241	*** ADDED ***	TR	WP1550		WACKER PLATE TAMPER
V0242	*** ADDED ***	TR	N2846		MIKASA JUMPING JACK M565H
V0243	*** ADDED ***	TR	07120193	2007	FROST FIGHTER NG
V0244	*** ADDED ***	TR	CC1300-XL	2004	CONCRETE SAW
V0245	*** ADDED ***	TR	1091610-022306	2011	AVH5020D/600MM
V0246	*** ADDED ***	TR	170102	2011	AVP1850/VPLATE
V0247	*** ADDED ***	TR	8102561		DCA-25USI 20KW GENERATOR
V0248	*** ADDED ***	TR	U1100402184		LINCOLN 500 WELDER (MOUNT
V0249	*** ADDED ***	TR	1272607		CONCRETE SAW DIAMOND CORE
V0250	*** ADDED ***	TR	11040053PN		FROSTFIGHTER/DIESEL
V0251	*** ADDED ***	TR	11110223PN		FROSTFIGHTER/DIESEL
V0252	*** ADDED ***	TR	11110323PN		FROSTFIGHTER/DIESEL
V0253	*** ADDED ***	TR	11030043N		FROSTFIGHTER/DIESEL
V0254	*** ADDED ***	TR	42JSL141X11K72251	2003	TEREX LIGHT TOWER, MOBILE
V0255	*** ADDED ***	TR	7120183	2007	FROST FIGHTER HEATER
V0256	*** ADDED ***	TR	712023	2007	FROST FIGHTER HEATER

Continued on Page 56

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 56

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
V0257	*** ADDED ***	TR	07120243NG	2007	FROST FIGHTER
V0258	*** ADDED ***	TR	07120163NG	2007	FROST FIGHTER
V0259	*** ADDED ***	TR	09020223PN	2009	FROSTFIGHTER HEATER/IDF35
V0260	*** ADDED ***	TR	09030313PN	2009	FROSTFIGHTER HEATER/IDF35
V0261	*** ADDED ***	TR	09020093PN	2009	FROSTFIGHTER HEATER/IDF35
V0262	*** ADDED ***	TR	09020203PN	2009	FROSTFIGHTER HEATER/IDF35
V0263	*** ADDED ***	TR	10655365	2011	AVH5020D/600MM

V0264	TR	1G9US141XSS201250	2004	1250 SAHARA GROUND HEATER
	*** ADDED ***			
V0265	TR	07120153PN	2007	FORST FIGHTER HEATER NG
	*** ADDED ***			
V0266	TR	07120213PN	2007	FROST FIGHTER HEATER NG
	*** ADDED ***			
V0267	TR	09060013PN	2010	FROSTFIGHTER HEATER/EDF35
	*** ADDED ***			
V0268	TR	10030003PN	2010	FROSTFIGHTER HEATER/EDF35
	*** ADDED ***			
V0269	MH	L123212021-598434	2001	GE 12X32 SKIDDED WASHCAR NR
	*** ADDED ***			
V0270	TR	1882440	2008	WACKER DPU 6055 PLATE TAM
	*** ADDED ***			
V0271	TR	1132046	2009	MAGNUM MLT 3060
	*** ADDED ***			
V0272	TR	1132039	2009	MAGNUM MLT 3060
	*** ADDED ***			
V0273	TR	32007446	2009	LG 6000 JUMPING JACK
	*** ADDED ***			
V0274	TR	7610CN6462	2009	LG 6000 JUMPING JACK
	*** ADDED ***			
V0275	TR	7610CN6532	2009	LG 6000 JUMPING JACK
	*** ADDED ***			
V0276	TR	09030533	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0277	TR	09030373	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0278	TR	09030433	2009	FROST FIGHTER DIESEL
	*** ADDED ***			
V0279	MH	2F9US1139AE080362	2010	LINCOLN CLASSIC 300D WELD NR
	*** ADDED ***			
V0280	TR	SF9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD
	*** ADDED ***			
V0281	MH	1E9DE4020AA283026	2010	MOBILE BREAKROOM & CHASSI NR
	*** ADDED ***			
V0282	TR	6140513		FROST FIGHTER
	*** ADDED ***			
V0283	TR	6110673		FROST FIGHTER

Continued on Page 57

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 57

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0284	TR	6110583		FROST FIGHTER	
	*** ADDED ***				
V0285	TR	6100853		FROST FIGHTER	
	*** ADDED ***				
V0286	TR	6110693		FROST FIGHTER	
	*** ADDED ***				
V0287	TR	6110703		FROST FIGHTER	
	*** ADDED ***				
V0288	TR	6100035		FROST FIGHTER	
	*** ADDED ***				
V0289	TR	121423		FROST FIGHTER OHV-350-11	

V0290	*** ADDED *** TR	4030213	FROST FIGHTER OHV-350-11
V0291	*** ADDED *** TR	5010723	FROST FIGHTER OHV-350-11
V0292	*** ADDED *** TR	5010713	FROST FIGHTER OHV-350-11
V0293	*** ADDED *** TR	5080443	FROST FIGHTER OHU-250
V0294	*** ADDED *** TR	5080473	FROST FIGHTER OHU-250
V0295	*** ADDED *** TR	7031773	FROST FIGHTER OHV-350-11
V0296	*** ADDED *** TR	7031793	FROST FIGHTER OHV-350-11
V0297	*** ADDED *** TR	7031343	FROST FIGHTER OHV-350-11
V0298	*** ADDED *** TR	341084UJN819	INGERSOL RAND LIGHT PLANT
V0299	*** ADDED *** TR	343282UBQ819	INGERSOL RAND LIGHT PLANT
V0300	*** ADDED *** TR	380375U1Q819	INGERSOL RAND LIGHT PLANT
V0301	*** ADDED *** TR	380378U1Q819	INGERSOL RAND LIGHT PLANT
V0302	*** ADDED *** TR	379075UKQ819	INGERSOL RAND LIGHT PLANT
V0303	*** ADDED *** TR	380377ULQ819	INGERSOL RAND LIGHT PLANT
V0304	*** ADDED *** TR	R10446102 1995	REIMER CEMENT MIXER, TRIA
V0305	*** ADDED *** TR	70039 2007	MAGNUM PRO MLT 3060 LIGHT
V0306	*** ADDED *** TR	70037 2007	MAGNUM PRO MLT 3060 LIGHT
V0307	*** ADDED *** TR	70987 2007	MAGNUM PRO MLT 3060 LIGHT
V0308	*** ADDED *** TR	72652 2007	MAGNUM PRO MLT 3060 LIGHT
V0309	*** ADDED *** TR	62431 2006	MAGNUM PRO MLT 3060 LIGHT
V0310	*** ADDED *** TR	67629 2006	MAGNUM PRO MLT 3060 LIGHT

Continued on Page 58

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 58

Vehicle Collateral:				
Type	Serial #	Year	Make/Model	MH Reg.#
V0311	*** ADDED *** TR	59960 2012	230 LITRE TIDY TANK	
V0312	*** ADDED *** TR	60190 2012	230 LITRE TIDY TANK	
V0313	*** ADDED *** TR	62306 2012	45 LITRE TIDY TANK	
V0314	*** ADDED *** TR	62213 2012	45 LITRE TIDY TANK	

V0315	MH	20188321	2001	NORTHERN TRAILER WASHCAR	NR
	*** ADDED ***				
V0316	TR	DPU100-70/0007942	2000	WACKER PLATE TAMPER	
	*** ADDED ***				
V0317	TR	298900	1998	SUNDOWNER TREATMENT UNIT,	
	*** ADDED ***				
V0318	TR	101020004259	2001	BOMAG DOUBLE DRUM PACKER	
	*** ADDED ***				
V0319	TR	1000743	2008	STONE CONCRETE MIXER	
	*** ADDED ***				
V0320	TR	EAPC1008343	2007	HONDA EM6500 GENERATOR	
	*** ADDED ***				
V0321	TR	EZCT1011291	2005	HONDA GENERATOR	
	*** ADDED ***				
V0322	TR	79165	2005	BARTELL POWER TROWEL	
	*** ADDED ***				
V0323	TR	75599	2005	BARTELL POWER TROWEL	
	*** ADDED ***				
V0324	TR	8052084	2008	GENERATOR 20KW	
	*** ADDED ***				
V0325	TR	EA1-1128338		HONDA ES6500C	
	*** ADDED ***				
V0326	TR	C19806000677		LINCLON WELDER CLASSIC 3D	
	*** ADDED ***				
V0327	TR	09030463	2009	FROST FIGHTER DIESEL	
	*** ADDED ***				
V0328	TR	09030483	2009	FROST FIGHTER DIESEL	
	*** ADDED ***				
V0329	TR	09030473	2009	FROST FIGHTER DIESEL	
	*** ADDED ***				
V0330	TR	4ZJSL141791001031	2009	TEREXAL4000 LIGHT TOWER	
	*** ADDED ***				
V0331	TR	101020011620	2005	BOMAG DOUBLE DRUM ROLLER	
	*** ADDED ***				
V0332	TR	PM101C16124E	2010	PREEM WILLIAMS BATCH PLAN	
	*** ADDED ***				
V0333	TR	YG8703		SIMPSON MAXWELL GENERATOR	
	*** ADDED ***				
V0334	TR	LA096653		MILLER BIG BLUE 402P WELD	
	*** ADDED ***				
V0335	TR	M10D140223	2010	KUBOTA/STAFORD GENSET/V36	
	*** ADDED ***				
V0336	TR	C1000600282		LINCOLN WELDER 300D	
	*** ADDED ***				
V0337	TR	V1188		SIMPSON MAXWELL GENERATOR	

Continued on Page 59

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 59

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0338 TR	3439233		24 KW GEN SET (BLUE GEN S	
*** ADDED ***				
V0339 TR	ZH8-851		HONDA GX160 PACKER	
*** ADDED ***				
V0340 TR	14051		CHICAGO PNEUMATIC AIR COM	

V0341	TR	08295/002	1996	ATLAS COPCO XRV5 455	
	*** ADDED ***				
V0342	MH	260016142		60 X 12 ATCO OFFICE UNIT	NR
	*** ADDED ***				
V0343	TR	64420		HOTSY PRESSURE WASHER	
	*** ADDED ***				
V0344	TR	9581072		SHEET METAL BRAKE	
	*** ADDED ***				
V0345	TR	EB36929-1209		RIGID PIPE THREADER	
	*** ADDED ***				
V0346	TR	42054		MCELROY PITTBULL FUSION M	
	*** ADDED ***				
V0347	TR	0923023		CASE STREET SWEEPER ATTAC	
	*** ADDED ***				
V0348	TR	127003		MCMILLEN AUGER ATTACHMENT	
	*** ADDED ***				
V0349	MH	1060746023	2009	10X60 NORTHERN TRAILER OF	NR
	*** ADDED ***				
V0350	MH	1060746024	2009	10X60 NORTHERN TRAILER OF	NR
	*** ADDED ***				
V0351	MH	106009258410	2009	10X60 NORTHERN TRAILER OF	NR
	*** ADDED ***				
V0352	MH	106009258510	2009	10X60 NORTHERN TRAILER OF	NR
	*** ADDED ***				
V0353	MH	180-3185-52	1980	KITCHEN UNIT	NR
	*** ADDED ***				
V0354	MH	19930-3182-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0355	MH	12480-3183-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0356	MH	1880-3184-52	1980	SLEEPER UNIT	NR
	*** ADDED ***				
V0357	MH	258016700	2001	SLEEPER WASHCAR UNIT	NR
	*** ADDED ***				
V0358	TR	1010843	2005	FROST FIGHTER HEATER	
	*** ADDED ***				
V0359	TR	101630851673	2006	PLATE TAMPER	
	*** ADDED ***				
V0360	TR	07120223PN	2007	FROST FIGHTER HEATER NG	
	*** ADDED ***				
V0361	TR	2100092	2007	FROST FIGHTER HEATER	
	*** ADDED ***				
V0362	TR	101020006125/307097	2004	BOMAG DRUM ROLLER	
	*** ADDED ***				
V0363	TR	99120213		FROST FIGHTER	
	*** ADDED ***				
V0364	TR	02080333		FROST FIGHTER	

Continued on Page 60

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 60

Vehicle Collateral:

	Type	Serial #	Year	Make/Model	MH Reg.#
V0365	TR	00080983		FROST FIGHTER	
	*** ADDED ***				
	*** ADDED ***				

V0366	TR	02111323	2006	FROST FIGHTER
	*** ADDED ***			
V0367	TR	2080263	2006	FROST FIGHTER
	*** ADDED ***			
V0368	TR	02100303	2006	FROST FIGHTER
	*** ADDED ***			
V0369	TR	02060283		FROST FIGHTER
	*** ADDED ***			
V0370	TR	9111333		FROST FIGHTER
	*** ADDED ***			
V0371	TR	02112873		FROST FIGHTER
	*** ADDED ***			
V0372	TR	02111573		FROST FIGHTER
	*** ADDED ***			
V0373	TR	GCABT-3482124	2009	HONDA WATER PUMP
	*** ADDED ***			
V0374	TR	GSABT-3482159	2009	HONDA WATER PUMP
	*** ADDED ***			
V0375	TR	GSABT-3482160	2009	HONDA WATER PUMP
	*** ADDED ***			
V0376	TR	9100433		FROST FIGHTER
	*** ADDED ***			
V0377	TR	101-540-48-7312		BOMAG JUMPING JACK
	*** ADDED ***			
V0378	TR	101020000330	2003	BOMAG ROLLER
	*** ADDED ***			
V0379	TR	0209-76408	2003	AMIDA LIGHT TOWER, MOBILE
	*** ADDED ***			
V0380	TR	E132911	2006	MAXAIR PREMIUM COMPRESSOR
	*** ADDED ***			
V0381	TR	07120173PN	2007	FROST FIGHTER HEATER
	*** ADDED ***			
V0382	TR	42007302	2006	STONE CEMENT MIXER
	*** ADDED ***			
V0383	TR	07120143NG	2007	FROST FIGHTER
	*** ADDED ***			
V0384	TR	09060123PN	2010	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***			
V0385	MH	254942035		TRAVECO SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0386	MH	254942036		TRAVCO SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0387	MH	254942037		TRAVCO SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0388	MH	254942038		TRAVCO SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0389	MH	254942039		TRAVCO SIDE BY SIDE CAMP NR
	*** ADDED ***			
V0390	MH	H95E11115		SUPPORT UNIT FOR TRAVCO C NR
	*** ADDED ***			
V0391	MH	S15425459P	1980	ATCO OFFICE UNIT, SKID MO NR

Continued on Page 61

Search Criteria: DOWLAND INDUSTRIAL WORKS LTD.

Page: 61

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
------	----------	------	------------	----------

V0392	TR	0110-72238	2003	AMIDA LIGHT TOWER, MOBILE
	*** ADDED ***			
V0393	TR	2EP21311761021593	2007	CROWN CEMENT MIXER MODE
	*** ADDED ***			
V0394	MH	000000AR06506	1997	CUSTOM OFFICE UNIT, MOBIL NR
	*** ADDED ***			
V0395	TR	4ZJSL141181000568	2008	TEREX LIGHT TOWER, MOBILE
	*** ADDED ***			
V0396	MH	240005109	2000	OFFICE TRAILER 12X40 NR
	*** ADDED ***			
V0397	TR	1215810294		KNAACK WORK STATION MODEL
	*** ADDED ***			
V0398	MH	N81260180		60X12 SKIDDED OFFICE UNIT NR
	*** ADDED ***			
V0399	MH	1240080004		32X12 SKIDDED LAVATORY UN NR
	*** ADDED ***			
V0400	TR	1010823	2005	FROST FIGHTER HEATER
	*** ADDED ***			
V0401	TR	1003052311	2010	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***			
V0402	TR	1003053311	2010	FROSTFIGHTER HEATER/IDF35
	*** ADDED ***			
V0403	TR	4ZJSL151351012942		TEREX ARMIDA AL5000 LIGHT
	*** ADDED ***			
V0404	TR	4ZJSL151151012938		TEREX ARMIDA AL5000 LIGHT
	*** ADDED ***			
V0405	TR	11110373		FROSTFIGHTER DIESEL
	*** ADDED ***			
V0406	TR	2080153		FROSTFIGHTER HEATER
	*** ADDED ***			
V0407	TR	10655367	2011	AVH5020D/600MM
	*** ADDED ***			
V0408	TR	1TTE5330251076782	2005	WABASH HIGHWAY TRAILER
	*** ADDED ***			
V0409	MV	249B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN
	*** ADDED ***			
V0410	MV	SH8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN
	*** ADDED ***			
V0411	MV	SR9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN
	*** ADDED ***			
V0412	TR	1GRDM963XRM04403	1994	TRIAXLE FLAT DECK TRAILER
	*** ADDED ***			
V0413	MV	5V8VA53B86M602494	2006	VANGUARD HIGHWAY VAN
	*** ADDED ***			
V0414	TR	3BZET14205C004128	2005	NORTE UTILITY TRAILER
	*** ADDED ***			
V0415	TR	2LDSD53349E049017	2009	LODE KING HWY TRAILER 53
	*** ADDED ***			
V0416	MV	1S13E9487PD348958	1992	STRICK HIGHWAY VAN
	*** ADDED ***			
V0417	MV	SH8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN
	*** ADDED ***			
V0418	TR	SF9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT

Continued on Page 62

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0419 TR	2CU54ANE342001637	1997	TRAILTECH UTILITY TRAILER	
*** ADDED ***				
V0420 TR	2DEAC62626T005048	2000	DOUBLE A	
*** ADDED ***				
V0421 TR	46YCP242X61078245	2006	WESTERN WORLD STARLITE CA	
*** ADDED ***				
V0422 TR	2S9LN736XB1024490	2010	SOUTHLAND PHB25G-20BT	
*** ADDED ***				
V0423 TR	2CU24AD612008233	2001	TRAILTECH UTILITY TRAILER	
*** ADDED ***				
V0424 MV	2H8V0482BGS040402	1986	FRUEHAUF HIGHWAY VAN	
*** ADDED ***				
V0425 MV	2H8V0482BES055508	1984	FRUEHAUF HIGHWAY VAN	
*** ADDED ***				
V0426 MV	1S12E488SD392353	1995	STRICK HIGHWAY VAN	
*** ADDED ***				
V0427 MV	2TCV482B5FA351561	1985	TRAILMOBILE HIGHWAY VAN	
*** ADDED ***				
V0428 MH	2TCV482B6HA48540	1987	TRAILMOBILE HIGHWAY VAN	NR
*** ADDED ***				
V0429 TR	1JJV482U6NL171633	1992	WABASH HIGHWAY TRAILER	
*** ADDED ***				
V0430 MV	2M5921462K1019970	1989	MANAC HIGHWAY VAN	
*** ADDED ***				
V0431 TR	2CU24A40612008233	2001	TRAILTECH UTILITY TRAILER	
*** ADDED ***				
V0432 TR	2CUL2TG9722011284	2002	TRAILTECH UTILITY TRAILER	
*** ADDED ***				
V0433 MV	2RIB3W3E1E1000075	1984	ROUSSY HIGHWAY VAN	
*** ADDED ***				
V0434 TR	2D9SV5967YH092176	2000	D-LINE UTILITY TRAILER	
*** ADDED ***				
V0435 MV	2H8V04828ES042115	1984	FRUEHAUF HIGHWAY VAN	

Registering

Party: FRASER MILNER CASGRAIN LLP
 2900, 10180 101 ST NW
 EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 272042H

Reg. Date: APR 03, 2013

Reg. Time: 14:56:03

Control #: D1717673

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 239054H

Base Reg. Date: MAR 15, 2013

Details Description:

ADD DEBTOR

Block#

Continued on Page 63

*** ADDED ***

D0009 Bus. Debtor: MG LODGING INUVIK LTD.
802, 5201 50 AVE
YELLOWKNIFE NT X1A 3S8

Registering

Party: DENTONS CANADA LLP
2900, 10180 101 ST NW
EDMONTON AB T5J 3V5

----- ADDITION OF COLLATERAL / PROCEEDS -----

Reg. #: 285166H

Reg. Date: APR 10, 2013

Reg. Time: 15:31:58

Control #: D1731017

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 239054H

Base Reg. Date: MAR 15, 2013

Vehicle Collateral:

Type	Serial #	Year	Make/Model	MH Reg.#
*** ADDED ***				
V0436 MV	2HJYK16507H002421	2007	HONDA RIDGELINE	
*** ADDED ***				
V0437 MV	3BKHH5H1BF946796	2011	KENTWORTH WT-01 WELDING T	
*** ADDED ***				
V0438 MV	1FT7W28098EC82785	2011	FORD F250 4 X 4 CREW CAB	
*** ADDED ***				
V0439 MV	1FBSS31S05HA57400	2005	FORD ECONOLINE VAN	
*** ADDED ***				
V0440 MV	1GTHK29U07E117430	2007	GMC SIERRA	
*** ADDED ***				
V0441 MV	1FRSW2B58AE01185	2010	FORD 250 CREW CAB XLT	
*** ADDED ***				
V0442 MV	2GCEK13M081158231	2008	CHEVY SIL 1500	
*** ADDED ***				
V0443 MV	1FTSW31F91EB19990	2001	FORD 350 CREW CAB	
*** ADDED ***				
V0444 MV	1FTWW3BY2AEB22635	2010	FORD F350 XL5	
*** ADDED ***				
V0445 MV	1GTHK23U67F103051	2007	GMC SIERRA K2500	
*** ADDED ***				
V0446 MV	AAW00461	2003	CAT 972G LOADER WITH ATTA	
*** ADDED ***				
V0447 MV	B100559410E	2001	CARELIFT ZB1055-44 ZOOM B	
*** ADDED ***				
V0448 MV	CATTHH460VSLF02861	2006	CAT TELESCOPIC FORKLIFT	
*** ADDED ***				
V0449 MV	AJCB5AKKGE61192810	2007	JCB 535-140 LOADALL WITH	
*** ADDED ***				
V0450 TR	11030043PN		FROSTFIGHTER/DIESEL	
*** ADDED ***				
V0451 TR	1G9US141X55201250	2004	1250 SAHARA GROUND HEATER	
*** ADDED ***				
V0452 TR	2F9US1137AE080361	2010	LINCOLN CLASSIC 300D WELD	
*** ADDED ***				
V0453 TR	R10446103	1995	REIMER CEMENT MIXER, TRIA	

Continued on Page 64

Vehicle Collateral:					
	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0454	TR	4ZJSL141291001034	2009	TEREXAL4000 LIGHT TOWER	
	*** ADDED ***				
V0455	TR	2100093	2007	FROST FIGHTER HEATER	
	*** ADDED ***				
V0456	TR	99111333		FROST FIGHTER	
	*** ADDED ***				
V0457	TR	GCABT-3482159	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0458	TR	GCABT-3482160	2009	HONDA WATER PUMP	
	*** ADDED ***				
V0459	TR	101020000339	2003	BOMAG ROLLER	
	*** ADDED ***				
V0460	TR	4ZJSL141181000569	2008	TEREX LIGHT TOWER	
	*** ADDED ***				
V0461	MV	2R9B3W3C9D1012310	1983	ROUSSY HIGHWAY VAN	
	*** ADDED ***				
V0462	MV	2H8V0482XES024814	1984	FRUEHAUF HIGHWAY VAN	
	*** ADDED ***				
V0463	MV	2R9B3W3C9D102288	1983	ROUSSY HIGHWAY VAN	
	*** ADDED ***				
V0464	MV	2H8V04823HS066696	1987	FRUEHAUF HIGHWAY VAN	
	*** ADDED ***				
V0465	TR	2F9T330HX66056557	2006	30 FALCAN TYDRAULIC TILT	
	*** ADDED ***				
V0466	TR	2CU24A4D612008233	2001	TRAILTECH UTILITY TRAILER	
	*** ADDED ***				
V0467	TR	1FDZY90TRVA36258	1994	FORD C/W 9000 CEMENT MIXE	

Registering

Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET
EDMONTON AB T5J 3V5

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 304769H

Reg. Date: APR 22, 2013

Reg. Time: 14:59:40

Control #: D1751068

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 239054H

Base Reg. Date: MAR 15, 2013

Details Description:

ADDITION OF ONE SERIAL NUMBER

Vehicle Collateral:

	Type	Serial #	Year	Make/Model	MH Reg.#
	*** ADDED ***				
V0468	MH	240107480	2010	12 X 40 OFFICE	NR

Registering

Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET

Page: 65

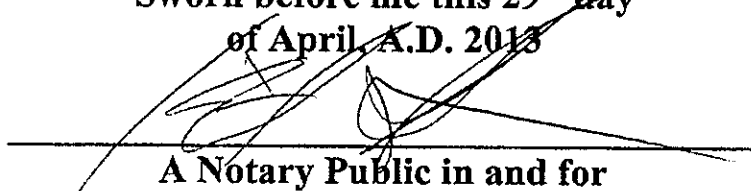
Reg. Date: APR 17, 2013	Reg. Length: 5 YEARS
Reg. Time: 14:18:49	Expiry Date: APR 17, 2018
Base Reg. #: 297330H	Control #: D1743442

Registering
Party: DENTONS CANADA LLP
2900, 10180 - 101 STREET
EDMONTON AB T5J 3V5

[illegible]

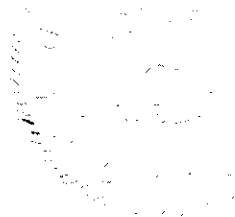
**This is Exhibit "BB" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



GENERAL SECURITY AGREEMENT - FLOATING CHARGE ON LAND

1. SECURITY INTEREST

- (a) For value received, the undersigned ("Debtor") hereby grants to **ROYAL BANK OF CANADA** ("RBC") a security interest, mortgage and charge (hereinafter collectively referred to as the "Security Interest") as hereinafter provided:
- (i) a security interest in the undertaking of Debtor and all of Debtor's present and after acquired personal property including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
- A. all Inventory of whatever kind and wherever situate;
 - B. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - C. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured and whether arising in connection with an interest in real or personal property or otherwise, including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
 - D. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - E. all contractual rights and insurance claims;
 - F. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

G. all lists, records and files relating to debtors, customers, clients and patients;

(ii) a mortgage and charge as and by way of a floating charge, in all of Debtor's present and after acquired interest in property, assets and undertaking not secured in (i) above, including all real, immovable and leaseholds property and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including without limitation, all structures, plant and other fixtures now owned or hereafter owned or acquired by or on behalf of Debtor (hereinafter collectively referred to as "Real Property"); and

(iii) a security interest in all property described in Schedule "C" or any replacement or additional Schedule "C" now or hereafter annexed hereto;

and a security interest in all proceeds and renewals thereof, accretions thereto and substitution therefor, all of the foregoing being hereinafter collectively referred to as the "Collateral".

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "equipment", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of the province where the herein mentioned branch of RBC is located, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such during the term of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Alberta). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligation, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security

Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of Debtor, Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, lien claims, charges, licences, leases, infringements by third parties, encumbrances or other adverse claim or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- (c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;
- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Real Property and Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;
- (e) Debtor has disclosed to RBC all environmental and other matters which could have a material effect on the financial condition or operations of Debtor; and
- (f) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licences which are compulsory under federal or provincial legislation and those shown in Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption; and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- (b) to notify RBC promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral; and
 - (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, caveats, mortgages, notices, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

- (f) to insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as RBC shall reasonably direct with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in accordance with all applicable laws, in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and
- (i) to deliver to RBC from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Chattel Paper and duplicate certificates of title to Real Property constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for Debtor regarding Debtor's business;
 - (iv) all policies and certificates of insurance relating to Collateral; and
 - (v) such information concerning Collateral, Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify compliance by Debtor with Debtor's obligations under this Security Agreement (including through inquiries with governmental agencies) and the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- (b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly; and
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.

- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A. or other applicable law, all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a sale of a substantial portion of Debtor's assets or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; and
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor,

proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

11A REAL PROPERTY

- (a) For the purposes of any application to register a crystallized floating charge under the Land Title Act (British Columbia) against any Real Property, the floating charge created by this Security Agreement shall be crystallized and become a fixed charge upon the earliest of:
 - (i) any one of the events described in Clause 11 hereof;
 - (ii) a declaration by RBC pursuant to Clause 12 hereof; or
 - (iii) RBC taking any action pursuant to Clause 13 hereof to appoint a receiver or to enforce its Security Interest or realize upon all or any part of the Collateral.
- (b) In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or nonfeasance on the part of any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing it, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor,

enter upon, use and occupy all premises owned or occupied by Debtor constituting Collateral or wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- (b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease, license or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper or prior encumbrances on any Real Property whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) Debtor agrees to be liable for and to pay all costs, charges and expenses incurred by RBC or any Receiver or agent appointed by it, whether directly or for services rendered (including solicitors costs on a solicitor and his own client basis and auditors costs and other legal expenses and Receiver and agent remuneration), in operating Debtor's accounts, preparing or enforcing this Security Agreement, inspecting and determining the state of the Collateral, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed

by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- (g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A. or other applicable law.
- (h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomsoever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements, caveats, mortgages, forms, security notices and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of RBC, whenever indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- (c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- (d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and

others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.
- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several and, unless the context otherwise requires, a reference to "Debtor" herein shall be deemed to be a reference to each of the undersigned.
- (h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to anyone acquiring or who may acquire an interest in the Security Interest or the Collateral from RBC or anyone acting on behalf of RBC.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- (l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and
 - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

- (r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act of the Province of Saskatchewan, or any provisions thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- (s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province where the herein mentioned branch of RBC is located including, where applicable, the P.P.S.A. and the Land Title Act.

15. COPY OF AGREEMENT AND FINANCING STATEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor waives Debtor's right to receive a copy of a financing statement or financing change statement registered by RBC or any verification statement pertaining to a registration by RBC.

INDIVIDUAL DEBTOR


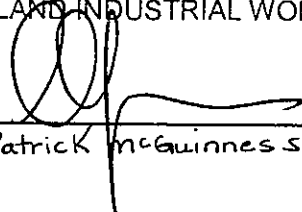
SURNAME (LAST NAME)		
FIRST NAME		SECOND NAME
ADDRESS OF INDIVIDUAL DEBTOR		DATE OF BIRTH (YEAR MONTH DAY)
CITY	PROVINCE	POSTAL CODE

SURNAME (LAST NAME)		
FIRST NAME		SECOND NAME
ADDRESS OF INDIVIDUAL DEBTOR		DATE OF BIRTH (YEAR MONTH DAY)
CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

Dowland Industrial Works Ltd.		
#202, 166 Oriole Road		
CITY	PROVINCE	POSTAL CODE
Kamloops	British Columbia	V2C 4N7

IN WITNESS WHEREOF Debtor has executed this Security Agreement on the date specified below.

 WITNESS/ OFFICER SIGNATURE* (as to all signatures) <u>A. Liu</u> Name: <u>187 W Main St.</u> *Address <u>Sherwood Park, AB</u> *Address <u>In-House Counsel</u> *Professional Capacity	EXECUTION DATE <table border="1" style="margin: auto;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td>2013</td> <td>04</td> <td>15</td> </tr> </table>	Y	M	D	2013	04	15	DOWLAND INDUSTRIAL WORKS LTD.  Per: Patrick McGuinness **Carrying on Business as: (Principal Address) (City, Town, etc. & Province)
Y	M	D						
2013	04	15						

BRANCH ADDRESS

301, 10117 Jasper Avenue
 Edmonton, AB T5J 1W7

* Officer certification required in B.C. only

*** OFFICER CERTIFICATION**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996. c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

As approved in writing by RBC.

SCHEDULE "B"

1. Locations of Debtor's Business Operations
 - (a) #202, 166 Oriole Road, Kamloops, BC V2C 4N7
 - (b) 7028 – 56 Ave NW, Edmonton, AB T6B 1E4
 - (c) 29 Industrial, box 1660, Inuvik, NT X0E 0T0
 - (d) 601 W 5th Ave Ste. 900, Anchorage, AK 99501
2. Locations of Records relating to Collateral (if different from 1. above)
3. Locations of Collateral (if different from 1. above)

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

Not Applicable.

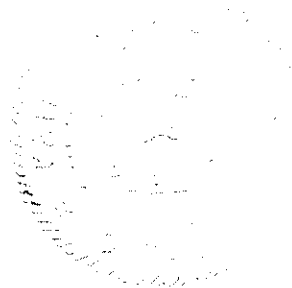
**This is Exhibit "CC" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**



**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by DOWLAND CONTRACTING LTD. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$20,000,000.00 (TWENTY MILLION DOLLARS)** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate per annum in effect from time to time plus 5% (FIVE PER CENT)** per annum as well after as before default and judgement.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

1. The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
4. The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
5. All indebtedness and liability, present and future, of the Customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

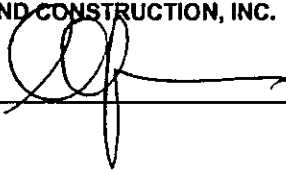
6. This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.
7. This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.
8. All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.
9. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument.
10. The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.
11. This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.
12. No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.
13. This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

14. This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.
15. Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.
16. This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Alberta** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.
- (applicable in all P.P.S.A. Provinces except Ontario.) 17. The Undersigned hereby acknowledges receipt of a copy of this agreement.
18. The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.


EXECUTED at Edmonton, AB this 15th of April 2013.

IN THE PRESENCE OF:

DOWLAND CONSTRUCTION, INC.

Per: 

Per: _____



Witness

(seal)

Witness

(seal)

Witness

(seal)

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Patrick McQuinn of Edmonton in the Province of Alberta, the guarantor in the guarantee dated April 15, 2013 made between ROYAL BANK OF CANADA and Dowland Contracting Ltd., which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at Edmonton, AB this 15th day of April, 2013 under my hand and seal of office.

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF ALBERTA

ANDREW S. RICE
Barrister & Solicitor

(Guarantor to sign in the presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate

SIGNATURE OF GUARANTOR — Name:

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31) CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____ of _____, in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

3. I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

SIGNATURE OF GUARANTOR

**This is Exhibit "DD" referred to in the
Affidavit of GARY IVANY**

**Sworn before me this 29th day
of April, A.D. 2013**

**A Notary Public in and for
the Province of Ontario**

Kate Haviland Stigler



GENERAL SECURITY AGREEMENT - FLOATING CHARGE ON LAND

1. SECURITY INTEREST

- (a) For value received, the undersigned ("Debtor") hereby grants to **ROYAL BANK OF CANADA** ("RBC") a security interest, mortgage and charge (hereinafter collectively referred to as the "Security Interest") as hereinafter provided:
- (i) a security interest in the undertaking of Debtor and all of Debtor's present and after acquired personal property including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:
- A. all Inventory of whatever kind and wherever situate;
 - B. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
 - C. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured and whether arising in connection with an interest in real or personal property or otherwise, including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
 - D. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - E. all contractual rights and insurance claims;
 - F. all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

G. all lists, records and files relating to debtors, customers, clients and patients;

- (ii) a mortgage and charge as and by way of a floating charge, in all of Debtor's present and after acquired interest in property, assets and undertaking not secured in (i) above, including all real, immovable and leaseholds property and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including without limitation, all structures, plant and other fixtures now owned or hereafter owned or acquired by or on behalf of Debtor (hereinafter collectively referred to as "Real Property"); and
- (iii) a security interest in all property described in Schedule "C" or any replacement or additional Schedule "C" now or hereafter annexed hereto;

and a security interest in all proceeds and renewals thereof, accretions thereto and substitution therefor, all of the foregoing being hereinafter collectively referred to as the "Collateral".

- (b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "equipment", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of the province where the herein mentioned branch of RBC is located, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such during the term of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Alberta). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligation, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security

Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of Debtor, Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, lien claims, charges, licences, leases, infringements by third parties, encumbrances or other adverse claim or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;
- (c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;
- (d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Real Property and Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;
- (e) Debtor has disclosed to RBC all environmental and other matters which could have a material effect on the financial condition or operations of Debtor; and
- (f) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licences which are compulsory under federal or provincial legislation and those shown in Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption; and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;
- (b) to notify RBC promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral; and
 - (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, caveats, mortgages, notices, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

- (f) to insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as RBC shall reasonably direct with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in accordance with all applicable laws, in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and
- (i) to deliver to RBC from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Chattel Paper and duplicate certificates of title to Real Property constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for Debtor regarding Debtor's business;
 - (iv) all policies and certificates of insurance relating to Collateral; and
 - (v) such information concerning Collateral, Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify compliance by Debtor with Debtor's obligations under this Security Agreement (including through inquiries with governmental agencies) and the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.
- (b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly; and
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.

- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A. or other applicable law, all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a sale of a substantial portion of Debtor's assets or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; and
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor,

proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

11A REAL PROPERTY

- (a) For the purposes of any application to register a crystallized floating charge under the Land Title Act (British Columbia) against any Real Property, the floating charge created by this Security Agreement shall be crystallized and become a fixed charge upon the earliest of:
 - (i) any one of the events described in Clause 11 hereof;
 - (ii) a declaration by RBC pursuant to Clause 12 hereof; or
 - (iii) RBC taking any action pursuant to Clause 13 hereof to appoint a receiver or to enforce its Security Interest or realize upon all or any part of the Collateral.
- (b) In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

- (a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or nonfeasance on the part of any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing it, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor,

enter upon, use and occupy all premises owned or occupied by Debtor constituting Collateral or wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

- (b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).
- (c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease, license or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper or prior encumbrances on any Real Property whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.
- (e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (f) Debtor agrees to be liable for and to pay all costs, charges and expenses incurred by RBC or any Receiver or agent appointed by it, whether directly or for services rendered (including solicitors costs on a solicitor and his own client basis and auditors costs and other legal expenses and Receiver and agent remuneration), in operating Debtor's accounts, preparing or enforcing this Security Agreement, inspecting and determining the state of the Collateral, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed

by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- (g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A. or other applicable law.
- (h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomsoever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

- (a) Debtor hereby authorizes RBC to file such financing statements, financing change statements, caveats, mortgages, forms, security notices and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of RBC, whenever indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.
- (c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.
- (d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and

others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

- (e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.
- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several and, unless the context otherwise requires, a reference to "Debtor" herein shall be deemed to be a reference to each of the undersigned.
- (h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to anyone acquiring or who may acquire an interest in the Security Interest or the Collateral from RBC or anyone acting on behalf of RBC.
- (i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

- (k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.
- (l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.
- (p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.
- (q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
 - (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and
 - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

- (r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act of the Province of Saskatchewan, or any provisions thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.
- (s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province where the herein mentioned branch of RBC is located including, where applicable, the P.P.S.A. and the Land Title Act.
- (t) Notwithstanding anything to the contrary contained herein, should this Security Agreement be enforced against or in respect of property located in the United States of America, to the extent that an enforcement process or realization in respect of that property, whether judicial or otherwise, is conducted by RBC in any jurisdiction in the United States of America to enforce its rights granted herein, this Security Agreement and the rights and remedies granted herein shall be construed in accordance with the applicable provisions of Article 9 of the Uniform Commercial Code in effect in the jurisdiction in which such action occurs.

15. COPY OF AGREEMENT AND FINANCING STATEMENT

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor waives Debtor's right to receive a copy of a financing statement or financing change statement registered by RBC or any verification statement pertaining to a registration by RBC.

INDIVIDUAL DEBTOR


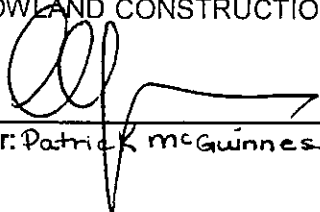
SURNAME (LAST NAME)		
FIRST NAME	SECOND NAME	
ADDRESS OF INDIVIDUAL DEBTOR		DATE OF BIRTH (YEAR MONTH DAY)
CITY	PROVINCE	POSTAL CODE

SURNAME (LAST NAME)		
FIRST NAME	SECOND NAME	
ADDRESS OF INDIVIDUAL DEBTOR		DATE OF BIRTH (YEAR MONTH DAY)
CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

Dowland Construction, Inc.		
601 W 5th Ave Ste. 900		
CITY	PROVINCE	POSTAL CODE
Anchorage	Alaska	09501

IN WITNESS WHEREOF Debtor has executed this Security Agreement on the date specified below.

 WITNESS/ OFFICER SIGNATURE* (as to all signatures) <u>A. Rice</u> Name: <u>187 Willow St.</u> *Address <u>Sherwood Park, AB.</u> *Address <u>In House Counsel</u> *Professional Capacity	EXECUTION DATE <table border="1" style="margin: auto;"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td>2013</td> <td>04</td> <td>15</td> </tr> </table>	Y	M	D	2013	04	15	DOWLAND CONSTRUCTION, INC.  <u>Per: Patrick McGuinness</u> **Carrying on Business as: _____ _____ (Principal Address) _____ (City, Town, etc. & Province)
Y	M	D						
2013	04	15						

BRANCH ADDRESS

301, 10117 Jasper Avenue
 Edmonton, AB T5J 1W7

* Officer certification required in B.C. only

*** OFFICER CERTIFICATION**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996. c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

As approved in writing by RBC.

SCHEDULE "B"

1. Locations of Debtor's Business Operations
 - (a) 601 W 5th Ave Ste. 900, Anchorage, AK 99501
 - (b) 7028 – 56 Ave NW, Edmonton, AB T6B 1E4
 - (c) 29 Industrial, box 1660, Inuvik, NT X0E 0T0
 - (d) #202, 166 Oriole Road, Kamloops, BC V2C 4N7

2. Locations of Records relating to Collateral (if different from 1. above)

3. Locations of Collateral (if different from 1. above)

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

Not Applicable.