COURT FILE NUMBER

24-1906774

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

**EDMONTON** 

IN THE MATTER OF THE BANKRUPTCY OF SPRAGUE-ROSSER CONTRACTING CO. LTD.

(Ordinary Administration)

AND:

COURT FILE NUMBER

1403 10990

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

**EDMONTON** 

APPLICANT

ROYAL BANK OF CANADA

RESPONDENT

SPRAGUE-ROSSER CONTRACTING CO. LTD., SPRAGUE-ROSSER DEVELOPMENTS

INC., PACIFIC FEDERATION EQUITY

THIRD PARTIES

GROUP INC., JEFFERY JESSAMINE, DANIEL

EDWARDS and MATTHEW MACKAY

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT

Emery Jamieson LLP 1700, 10235 - 101 Street Edmonton, Alberta, T5J 3G1 Attention: Kyle R. Kawanami Tel. 780-426-5220

Tel. 780-426-5220 Fax. 780-420-6277

File: 23577-0011

# AFFIDAVIT OF LINDA MERK

Sworn on October 23, 2014.

I, Linda Merk, of the City of Burlington, in the Province of Ontario, Manager, SWEAR AND SAY THAT:

1. I am Manager Collections, Recovery, Litigation, Audit & Asset Management of John Deere Financial Inc. ("JDFI"), formerly known as John Deere Credit Inc. and, as such, I have knowledge of the matters hereinafter deposed to.

(00340480:1)

- 2. On June 14, 2012, John Deere Credit Inc. changed its name to John Deere Financial Inc. For the purposes of this Affidavit, I will refer to John Deere Financial Inc. as "JDFI".
- 3. I am authorized to swear this Affidavit on behalf of JDFI.
- 4. I have reviewed the business records maintained by JDFI with respect to the matters in issue in these proceedings, which I believe were made in the ordinary and usual course of business, and where I do not have direct knowledge of matters deposed to herein, my knowledge is derived from my general knowledge of the business and operations of JDFI as well as a review of business records, relevant copies of which are attached to this Affidavit.
- 5. JDFI has had dealings with both Sprague-Rosser Contracting Co. Ltd. ("Contracting"), as well as Edmonton Heavy Equipment Rentals Ltd. ("EHER"), which I believe to be an affiliated company of Contracting.

### **Agreements with EHER and Contracting**

- 6. Attached as **Exhibits "A"**, "**B"** and "**C"** are true copies of Fixed Rate Retail Instalment Contract 100-0289617-004, Fixed Rate Retail Instalment Contract 100-0289617-005 and Fixed Rate Retail Instalment Contract 100-0289617-006. Attached as **Exhibit "D"** is a true copy of Commercial Lease Agreement (with Purchase Option) 100-0289617-007. In this Affidavit, I will refer to Exhibits A-D collectively as the EHER Agreements.
- 7. The EHER Agreements were originally entered into between Brandt Tractor Ltd., a John Deere dealer, and EHER. The EHER Agreements were then assigned first by Brandt Tractor Ltd. to John Deere Canada ULC, an entity affiliated with JDFI, and then from John Deere Canada ULC to JDFI.
- 8. The EHER Agreements relate to the following pieces of equipment:
  - 2012 John Deere 770 GXDW Motor Grader, s/n: 1DW770GXJBD641098;
  - 2013 John Deere 544 KXDW 4WD Loader, s/n: 1DW544KZECD649700;
  - 2013 John Deere 350 GLFF Excavator, s/n: 1FF350GXJCD808927;
  - 2013 John Deere 350 GLFF Excavator, s/n: 1FF350GXTCD808938;
  - 2012 John Deere 872 GP Motor Grader, s/n: 1DW872GPLCD646096;
  - 2012 John Deere 872 GP Motor Grader, s/n: 1DW872GPCDD654518;
  - 2012 John Deere 470 GLC Excavator, s/n: 1FF470GXTBE470075;
  - 2010 Ditch Witch R300 Trencher, s/n: DVA01016.

(collectively, the "EHER Equipment")

- 9. JDFI is also party to a Commercial Lease Agreement (with Purchase Option) with Contracting (the "Contracting Agreement") with respect to a 2010 John Deere 350 DLC Excavator, s/n: 1FF350DXJA0806846 (the "Contracting Equipment").
- 10. The Contracting Agreement was originally entered into between Brandt Tractor Ltd. and Contracting, and then was assigned by Brandt Tractor Ltd. to John Deere Canada ULC and, ultimately, JDFI, in the same manner as the EHER Agreements.
- 11. Attached as **Exhibit "E"** is a true copy of the Contracting Agreement.
- 12. The individuals Jeffery Jessamine ("Jessamine"), Daniel Edwards ("Edwards") and Matthew Mackay ("Mackay") are all co-buyers or co-lessees under the EHER Agreements.
- 13. In October of 2013, JDFI registered its interest in the EHER Equipment and the Contracting Equipment in the Personal Property Registries for Alberta and Saskatchewan. I am advised by Jennifer Spelic, Lien Perfection Associate Team Lead with JDFI that at that time PMSI notification letters were also mailed out by JDFI, with delivery confirmation being received, and that no waiver letters were required at that time.
- 14. Attached as **Exhibits** "F", "G", "H", "I", "J", "K", "L" and "M" are true copies of Alberta PPR serial number search results for each of the pieces of EHER Equipment.
- 15. Attached as **Exhibit "N"** is a true copy of an Alberta PPR serial number search result for the Contracting Equipment.
- 16. The EHER Agreements and Contracting Agreement are in default.
- 17. Attached collectively as **Exhibit "O"** are true copies of current payout statements for the EHER Agreements and the Contracting Agreement.
- 18. On August 13, 2014, JDFI issued final demands and notices of intention to enforce on security, in accordance with section 244 of the *Bankruptcy and Insolvency Act*, on EHER with respect to the EHER Agreements. These demands were sent by registered mail to EHER. Copies of these notices were also sent by registered mail to Jessamine, Edwards and Mackay, as co-buyers or co-lessees under the EHER Agreements. Attached collectively as **Exhibit "P"** are true copies of the notices to EHER for the EHER Agreements, along with registered mail delivery confirmation for delivery to EHER.
- 19. Following the appointment of Alvarez & Marsal Canada Inc. as receiver and manager of Contracting, and other entities (the "Receiver"), JDFI provided to the Receiver evidence of its security, registrations and current payout amounts, and requested the release of the EHER Equipment and the Contracting Equipment to JDFI.

- 20. JDFI attempted to serve final demands and notices of intention to enforce on security on Contracting for liabilities under the Contracting Agreement, but was unable to do so prior to the appointment of the Receiver.
- 21. It is my understanding that, at the time of the appointment of the Receiver, the following of the EHER Equipment was at a job site in Saskatchewan:
  - 2013 John Deere 350 GLFF Excavator, s/n: 1FF350GXTCD808938;
  - 2013 John Deere 350 GLFF Excavator, s/n: 1FF350GXJCD808927;
  - 2012 John Deere 872 GP Motor Grader, s/n: 1DW872GPCDD654518;
  - 2013 John Deere 544 KXDW 4WD Loader, s/n: 1DW544KZECD649700.

(the "Saskatchewan EHER Equipment")

- 22. To the best of JDFI's information and belief, the remaining of the EHER Equipment is in Edmonton and under the control of the Receiver, in its capacity as Trustee in Bankruptcy for Contracting. For clarity, these units are:
  - 2012 John Deere 770GXDW Motor Grader, s/n: 1DW770GXJBD641098;
  - 2012 John Deere 872 GP Motor Grader, s/n: 1DW872GPLCD646096;
  - 2012 John Deere 470 GLC Excavator, s/n: 1FF470GXTBE470075;
  - 2010 Ditch Witch R300 Trencher, s/n: DVA01016.

(the "Edmonton EHER Equipment")

#### **Saskatchewan EHER Equipment**

- 23. Attached as **Exhibits "Q"**, **"R"**, **"S"** and **"T"** are true copies of Saskatchewan PPR serial number search results for each of the pieces of the Saskatchewan EHER Equipment.
- 24. Following the appointment of the Receiver, and JDFI's provision of information to the Receiver, the Receiver authorized JDFI to take possession of the Saskatchewan EHER Equipment.
- 25. At its own expense, JDFI secured possession of the Saskatchewan EHER Equipment, and transported the Saskatchewan EHER Equipment to the yard of one of its dealers in Saskatoon. The Saskatchewan EHER Equipment remains stored at this dealer's yard.
- 26. JDFI would like to begin remarketing efforts with respect to the Saskatchewan EHER Equipment, but has awaited a release from the Receiver before doing so.
- 27. At the time that the Saskatchewan EHER Equipment was released to JDFI, the Receiver did not indicate that it would be asserting an interest in the Saskatchewan EHER Equipment. I am advised by my counsel, and verily believe, that based on discussions with counsel for the Receiver that the Receiver has now indicated that it would be seeking to allocate costs against the Saskatchewan EHER Equipment.

### **Edmonton EHER Equipment**

- 28. As far as JDFI is aware, the Edmonton EHER Equipment is in Edmonton, under the control of the Receiver, either in its capacity as Receiver of Contracting or in its capacity as Trustee in Bankruptcy of Contracting.
- 29. JDFI has requested the release of the Edmonton EHER Equipment, but the Receiver has not released the Edmonton EHER Equipment to JDFI.
- 30. JDFI has offered to have the Edmonton EHER Equipment stored at one of its Edmonton dealers to minimize storage costs.
- 31. JDFI has not received any payments under any of the EHER Agreements or the Contracting Agreement since prior to the appointment of the Receiver.

## **Alleged Lease Between EHER and Contracting**

- 32. I am advised by my counsel, and verily believe, that one of the reasons why all of the EHER Equipment has not been released to JDFI is that there is the allegation of a lease agreement between EHER and Contracting as relates to the EHER Equipment.
- 33. JDFI has never seen a copy of any lease or rental agreement between EHER and Contracting, or any document purporting to be such an agreement.
- 34. I am advised by my counsel, and verily believe, that requests have been made of counsel for the Receiver and counsel for EHER for a copy of any lease agreement between EHER and Contracting which relates to any Equipment over which JDFI has security. As at the date of the swearing of this Affidavit, JDFI has not been provided with any such lease agreement.
- 35. Attached as **Exhibit "U"** is a true copy of a corporate search for EHER.
- 36. Attached as **Exhibit "V"** is a true copy of the Certificate of Appointment of the Receiver as Trustee in Bankruptcy of Contracting.
- 37. It is JDFI's position that if EHER entered into any leasing, or any other, arrangements with another entity with respect to the EHER Equipment and failed to take steps to protect JDFI's interest in such Equipment, that such conduct constitutes a breach of the EHER Agreements.

#### **Industry Relationships of JDFI and Recovery Prospects**

- 38. JDFI is affiliated with John Deere Canada ULC, a major heavy equipment distributor.
- 39. JDFI has numerous ongoing business relationships with dealers that deal with similar types of heavy Equipment to the EHER Equipment and the Contracting Equipment.
- 40. JDFI, through its industry contacts, affiliated entities and dealership network, has available to it the expertise to refurbish, remarket and sell the EHER Equipment and the Contracting Equipment, while maximizing a return on this Equipment.
- 41. This dealership network also allows JDFI the opportunity to store the EHER Equipment and Contracting Equipment, while minimizing storage costs.
- 42. In my experience equipment of the nature of the EHER Equipment and the Contracting Equipment is highly depreciable, and must be regularly serviced and maintained or else the depreciation is accelerated. I am not aware of to what extent servicing and maintenance have occurred since the appointment of the Receiver.
- 43. JDFI has received information that EHER has secured a potential purchaser for the EHER Equipment. JDFI would be interested in obtaining additional information about this offer, however, it is my understanding that moving forward with this potential offer would require resolving matters with the Receiver.
- 44. I make this Affidavit in support of an application:
  - a. Declaring that the EHER Equipment does not form part of the Property of Contracting, as that term is defined in paragraph 2 of the Receivership Order and the Amended and Restated Receivership Order;
  - b. Declaring that JDFI has priority to the EHER Equipment and the Contracting Equipment;
  - c. Directing the immediate unconditional release of the Edmonton EHER Equipment to JDFI;
  - d. Directing that any surplus obtained by JDFI following the sale of the EHER Equipment, after payment of JDFI's indebtedness and costs, be paid into Court pending agreement between all interested parties or further order of the Court;
  - e. Declaring that the Receiver, either in its capacity as Receiver of Contracting or in its capacity of Trustee in Bankruptcy of Contracting, has no interest in the EHER Equipment;

- f. Directing that the Receiver release to JDFI the Contracting Equipment, on the condition that JDFI account to the Receiver for any proceeds obtained in any sale of the Contracting Equipment, and that any surplus in the disposition of such Equipment be paid into Court pending further order or agreement:
- g. Declaring that no part of the Receiver's Charge or the Receiver's Borrowing Charge shall be allocated against any of the EHER Equipment.

SWORN BEFORE ME at the City of )
Burlington, in the Province of Ontario, this

23 day of October, 2014.

A Notary Public in and for the Province of Ontario.

LINDA MERK

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015. This is Exhibit "A" referred to in the Affidavit of Linda Merk
Sworn before me this \_\_\_\_\_\_ day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



#### AMENDING AGREEMENT

This Amending Agreement (the "Agreement") is made as of the Effective Date (to be inserted below by John Deere Financial Inc. (formerly John Deere Credit Inc.) ("John Deere Financial") between Edmonton Heavy Equipment Rentals Ltd., Jeffrey James Jessamine, Matthew MacKay, and Daniel Edwards, collectively (the "Debtor"). Brandt Tractor Ltd. (the "Dealer"). John Deere Financial and John Deere Canada ULC (formerly John Deere Limited) ("JD Canada").

Reference is made to a Fixed Rate Retail Instalment Contract – Security Agreement dated October 28, 2013 (the "Original Agreement") made between the Debtor and the Dealer a copy of which is attached hereto as Schedule "A" relating to one (1) 2012 John Deere 770GXDW Motor Grader s/n 1DW770GXJBD641098, two (2) 2013 John Deere 350GLFF Excavators s/n 1FF350GXJCD80892 and 1FF350GXTCD808938, two (2) 2012 John Deere 872GP Motor Graders s/n 1DW872GPLCD646096 and 1DW872GPCDD654518, collectively (the "Equipment"). The Dealer subsequently assigned all of its rights and benefits in and under the Original Agreement and all payments due or to become due under the Original Agreement to JD Canada all of which was subsequently assigned to John Deere Financial.

WHEREAS the Debtor has requested John Deere Financial to amend certain provisions of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree with each other as follows:

The Original Agreement is amended as follows:

| Number of Monthly<br>Payments | First Payment Due Date | Amount of each<br>Payment |
|-------------------------------|------------------------|---------------------------|
| 3                             | May 1, 2014            | \$ 2,580.67               |
| 8                             | August 1, 2014         | \$ 47,424.26              |
| 3                             | April 1, 2015          | \$ 2,580.67               |
| 9                             | July 1, 2015           | S 47,424.26               |
| 3                             | April 1, 2016          | S 2,580.67                |
| 9                             | July 1, 2016           | \$ 47,424,26              |
| 3                             | April 1, 2017          | S 2,580 67                |
| 5                             | July 1, 2017           | S 47,424 26               |

- The Debtor represents and warrants as follows:
  - the equipment financed/leased under the Original Agreement is not subject to any claim, security interest, lien or other encumbrance except in favour of John Deere Financial:
  - (ii) that all source deductions, GST/HST or other remittances required to be made to Canada Customs and Revenue Agency, the Québec department of revenue or any other provincial revenue authority are current
- 3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Edmonton and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Edmonton and all courts competent to hear appeals therefrom.



- 4. The rights and obligations of the Debtor under this Agreement may not be assigned by the Debtor except with the prior written consent of John Deere Financial. This Agreement shall be binding upon and enure to the benefit of the respective successors and permitted assigns of the parties.
- 5. The Debtor agrees to do such acts and shall execute such further documents and shall cause the doing of such acts and shall cause the execution of such further documents as John Deere Financial may reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.
- 6. To the extent there are any conflicts between this Agreement and the Original Agreement the terms of this Agreement shall prevail. This Agreement may be modified only by a written instrument signed by the parties.
- 7. This Agreement may be executed in one or more counterparts. An executed copy of this Agreement may be delivered by any party by facsimile.
- 8. Where any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, that provision shall be of no force and effect, but the illegality or unenforceability of that provision shall have no effect upon nor impair the enforceability of any other provision of this Agreement.
- 9. The Original Agreement as amended by this Agreement constitute the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their respective officers duty authorized in that behalf as of the Effective Date.

**EQUIPMENT RENTALS EDMONTQ** HEAVY LTD. By. Name: Title: Witness Jeffery James Jessamine Matthew MacKay Witness Witness Daniel Edwards JOHN DEERE FINANCIAL INC. By: David Spackman Manager, Customer Management

MUL 0.7 2014

Deere Financial Inc.)

Effective Date (to be inserted by John



# **FIXED RATE RETAIL INSTALMENT**

-U1-20-01-6 /1

CONTRACT
SEGURITY AGREEMENT FOR
CONSTRUCTION AND FORESTRY CUSTOMERS IN
ALBERTA

NOTE: ALL SELLER'S RIGHTS AND BENEFITS UNDER THIS AGREEMENT, AND ALL SELLER'S INTEREST IN THE PROPERTY HAVE BEEN ABSIGNED TO JOHN DEERE CANADA U.C.

100-0289617-001

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|  |                              |                           | OST on Total Alloymato (dua to you)  |  | 2(4)  |  |  |
|--|------------------------------|---------------------------|--|--|-------|--|--|
|  |                              | ×.                        | Payoff Amount due to Encumbrancer  | \$0,00   | 2(5)  |  |  |
|  |                              |                           | Not Trade (2(2) + 2(3) + 2(4) - 2(5)) \$0,   |  |       |  |  |
|  |                              |                           | Cosh Seck from Seller (Depler) to Buyor (not to exceed 2(0))   | \$0.00   | 2(7)  |  |  |
|  |                              |                           | Cash Down Payment  | \$78,528.00                                    | 2(8)  |  |  |
|  |                              |                           | Total Down Payment (2(6) - 2(7) + 2(8))  | \$78,625.00                                    |       |  |  |
| 3. Terms of Repayment. In return for financing your purchase of the property |                              |                           | 4. Cost of Financing Property. Here is what it will cost you to purchase the property described above: |  |       |  |  |
| nlarast at the   | Annual Interact Kale III in  | BCOOK 4 DEPONIES ON UM    | Cash Sallien Dina Herm 1170  | \$1,632,020.00                                 |       |  |  |
| outstanding UNI<br>Maturity Date as  | PAID BALANCE from the Date F | manos Charpas negai ia me | Documentation Fees   | \$600,00                                       | -     |  |  |
|  | ency: Monthly                |                           | Applicable Federal Tex*  | \$75,625.00                                    | 1(3)  |  |  |
| No. of Payts.  | Amount of Each Payment       | First Payment Due Date    | Applicable Provincial Tax*   | \$0.00   | -     |  |  |
| 40   | \$94,700,70                  | 12/01/2013                | Total Cash Sailing Price (4(1) + 4(2) + 4(3) + 4(4) above)   | 61,600,140,00                                  | -     |  |  |
| 48   |                              | \$1,869,983.60 3(1)       | Total Down Payment (from 2(9))   | 878,826.00                                     |       |  |  |
| Total Amount o   | it Phymenus                  |                           | UKPAID BALANCE (4(5) - 4(8))   | \$1,532,520.00                                 | 4(7   |  |  |
| Date Finance C   | harges Begin (m/d/y)         | 10/26/2015                | Annual Interest Rate (per annum)   | 4.25%  | 4(8   |  |  |
| Maturity Date (  | m/d/y)                       | 11/01/2017                | Term (in manife)   | THE RESERVE AND ADDRESS OF THE PERSON NAMED IN | 9 4(9 |  |  |
|  |                              |                           | "Applicable taxes are per able in full on the date of this Contract                                    |  | _     |  |  |

Non-Removal. You will not remove the property from the province noted in the Buyer's address for more than 30 days without our prior written approval.

Non-Removal. You will not remove the properly from the province noted in the Buyer's address for more than 30 days without our prior written approval. Payments. You will make your payments to JD Canada at 1001 Champlain Avenue, Sulls 401, Burlington, Ontario, L7L 574 or otherwise as JD Canada, or its assignoses may designate from time to time. If you fall to make a payment when it is due or if any of the evente listed below under "Dafault" occurs, subject to any notice required by law, we can require you to pay immediately all you owe under this end any other agreement between us or any of our effiliates. Unless prohibited by applicable laws, you will also have to pay interest on the above on the then outstanding UnPAID BALANCE by applying the Annual interest Rate to interest or each payment period set out in section 3 above on the then outstanding UnPAID BALANCE by applying the Annual interest Rate to interest and past due interest payment period and any insurance proceeds, returned premiums, and service cost refunds may be applied, at our choice, to what you owe under this Agreement or to any other district and past due interest before the UnPAID BALANCE and, if parmitted by law, to late charges and other charges before payments. If we assign this Agreement, any assignee (and, eswell, any assignee of such assignee) may apply any money it gets from you, and any such other amounts, at such assignee) may apply any money it gets from you, and any such other amounts, at such assignee of such assignee) may apply any money it gets from you, and any such other amounts, at such assignee to law you ove under this Agreement or to any other desty you ove to such assignee, in spite of any instructions you may send. We can accept payments marked "peid in full" or with other restrictive endorsements without losing any of our rights under this Agreement. If you don't, we can make

Care and Use of the Property. You will keep the property in good repair and replace all worn, broken or detective parts. If you don't, we can make repairs and otherge you for them. We have the right to inspect the property at any rescribe time. You may not tease or sell the property or transfer any interest in it or give possession or control to anyone else without our written permission. The property must not be used in any literal memor. You agree that the property will be used for business purposes and not for personal, family or household use unless indicated above. You acknowledge receipt from Seller of the operator's manual and operating instructions for the property, and you acknowledge that Seller has conveyed to you all safety related instructions recommended by the manufacturer and that all safety decals and protective shielding provided by the manufacturer and that all safety decals and protective shielding provided by the manufacturer than the property are in place.

Cfaims Against the Property. You confirm that no one but us has any legal interest in the property. You will keep the property clear of all legal datms against it except ours. If you don't, we may settle the claim and charge you what it costs, including incidental expenses which include our court costs, legal face and expenses on a full indemnity basis or in Quabac, on the highest basis recognized by law. You will deduct and remit as required all source deductions. GST/

Loss or Destruction of the Property. You must keep the property insured (with any incurer authorized by law and estisfactory to us) against all risks including, wainout limitation, total loss, fire, then, damage or destruction. You must also keep the property insured by General Public Liability Insurence with a limit of not less than \$1 million. If we require you to carry additional coverage, you agree to do so. You shall cause JD Canada and John Desra Financial inc. to be "Named Insured" under each policy relating to the property. You must give JD Canada a Certificate of insurence as proof that you have such insurence. You assign this treatrance to us. The insurence you carry must contain a provision requiring the insurer to provide JD Canada with 30 days prior written notice of any proposed cancellation, non-renewal or material alteration. Such insurence must be equal to the fair market value of the property and you give us the right to receive the proceeds of all insurance at any time covering the property up to the value of the property. If you fail to carry such insurance, we may purchase it for receive the proceeds read to the premium paid by us. The loss, destruction or damage of the property does not excuse you from making payments unless the insurance proceeds sold to us payell you are under this Accessment. HST/QST and other amounts payable to federal and provincial revenue authorities.

insurance proceeds poid to us pay all you awe under this Agreement. Special Payments. If we make any payments for repairs or insurance or to defend or clear claims against the property, you will relimburge up immediately. Subject to applicable law, you agree to pay up an administration fee of \$25 it a chaque is returned because of insufficient funds. Unless prohibited by applicable laws, you will also be responsible for any and all enforcement costs and expenses (including court costs, legal fees and expenses on a full indemnty basis or in Quebec, on the highest basis recognized by law) relating to the enforcement of our rights. At the end of the Term, or upon early termination, we will not charge or refund a difference of less than \$25 resulting from an underpayment or overpayment of your obligations under this Agreement.

Default. You shall be in default under this Agreement if any of the following events takes place: (1) You fall to pay any amount you owe us when due; (2) You fail to pay immediately any amount we are entitled to charge you for making repairs, maintaining insurance or defending or clearing claims against the property; (3) You fall to perform any of your obligations under this or any other agreement you have entered into with us or any of our affiliates or if any statement made by you in this or any other agreement you have entered into with us or any of our affiliates is untrue; (4) You become insolvent or bankrupt or a receiver is appointed over any of your property; (5) The property is destroyed or substantially damaged; (6) The property or any of your other property is selzed or any attachment, execution, writ or other process is levied against any of your property; or (7) Anything else happens that we believe endangers your ability to pay or that we believe endangers the property in any way.

Enforcing Our Rights. If any of the above events of default takes place, subject to applicable law, we shall have the right to do any or all of the following: (1) Require you to pay immediately all you owe under this Agreement and any other agreement you have entered into with us or any of our affillates without prior notice or demand; (2) Take possession of the property or any

| Please notify us immediately at 1001 Champiain Avanua, Suite 401, Buditoton, Ordado, LTL 524, if your name or address changes. | Prepared by JI |
|--|----------------|
| (1) Print one copy; (2) Obtain algoritums; (3) Photocopy (Moe; (4) Check applicable box  | ProDocs        |
| (1) Print one copy: (3) Obtain algorithms; (3) Photocopy (Most; (4) Chack applicable box  Original Dealer Copy Customer Copy   | Page 2 of 4    |

part of it, wherever it is, store it and sell or lesse it; (9) due you in any place in Canada for the amount that you owe us; and (4) Exercise any other rights that we may have at law or in equity, including without limitation all rights of a secured party under applicable personal property security legislation, or any successor legislation. If we sell or lease the property, we will apply the sale or lease proceeds to the amount you owe us and you will pay us any amount you still owe unless we are prevented by law from Suling you for the balance. You walve as applicable and to the extent permitted by law the benefits of the provisions of The Limitetion of Civil Rights Act (Sasketchewan) as amended, replaced or substituted from time to time. You agree that all of Part IV (other than section 46) of The Sasketchewan Farm Security Act, shall not apply if you are an agricultural corporation within the meaning of that Act,

Prepayment. Provided that you are not in default under this Agreement, you may prepay the outstanding UNPAID BALANCE in whole or in part upon payment of same to JD Canada together with three (3) months interest on the amount prepaid calculated at the Amoual Interest Rate (as a genuine pre-

selimate of damages for lose of a bergain and not as a panulty).

Assignment. (1) You may not assign this Agreement or any of your rights in the property. (2) Seller may not assign any of its rights and barrelles in and under this Agreement or Seller's right, title and interest in and to the property, in whole or in pert to any person other than JD Canada. (3) Any other purported assignment will be absolutely void for all purposes over as hatween Saller and the purported and the purported of the purported assignment will be absolutely void for all purposes over as hatween Saller and the purported to any person other than JD Canada. (3) Any other purported assignment will be absolutely vote for all purposes over as netween sater and the purported assignment. The purported assignment will be assignment and any find in or under this Agreement, in payments due or to become due under this Agreement or in or to the property. (4) By signing this Agreement, Sater automatically assignment is seiter's rights and benefits in one dis payments due or to become due under this Agreement to JD Canada and you acknowledge such assignment. (5) You waive further notice of such assignment and acquiesce unconditionally to the assignment and any future assignments. (6) JD Canada, and its assignment, and or fits rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or its right, little and interest in and to the property, in whole or in part to any parson. (7) You sure that your obligation to make payments will not be affected by any disputs that may arise between and Seiller. (8) Unless prohibited by applicable law, you shall not use any such claims against Seiler as a defence, set-off, compensation or counterclaim against any efforts by JD Canada or its assignments to collect all you owe under this Agreement or to reposess the property. against any efforts by JD Canada or its sesignes(s) to collect all you owe under this Agreement or to repossess the property.

Warranties. If the property includes new equipment, Seller agrees to provide you with a manufacturar's warranty in respect of such equipment. Neither seller nor JD Canada makes any other representations, conditions, inducements or warranties (and there are none) written or oral, express or implied, arising from a course of dealing, usage of trade or otherwise, other than (a) statutory warranties (but only to the extent that such warranties may not be excluded, walved or displained), and (b) the warranty referred to above, and each of them expressly displains to the extent that such warranties may not be excluded, walved or displained), and (b) the warranty referred to above, and each of them expressly displains to the extent that such warranties may not be excluded, warranties, and conditions as to the condition, durability, filness for purpose, quality, ownership, merchantiability or performance of the property or as to the absence of defects (fatent or otherwise), and all statutory and other warranties, representations, inducements or conditions to the same or any other effects. None of Saller, the absence of defects (latent of otherwise), and an statutory and other warshies, representations, industriant of considers to the same of any other effect stating to the property are hereby walved to the fulfast extent permitted by law and you agree not to seek or claim any benefit thereof. None of Sallar, the manufacturer, JD Canada or its essignate shall be liable for incidental, indirect or consequential damage or injuries, including but not limited to, loss of profits or revenue or other commercial loss, or be liable for fundamental breaches or for breaches of fundamental terms. You agree that the property is of a size, design and capacity exected by you and that you are estisfied that it is suitable for your purposes. You agree that there shall be no shatement of your obligations under this Agreement because of the unavailability of maintenance service or any item of the property during periods of repair, whether covered by warranty or not.

Natice. You will be considered conclusively to have received any document we eand you under this Agreement, and any demand for payment: (i) when we deliver the document or demand to you in electronic or written form, if we choose to deliver it to you; or (ii) on the 10th day after we mall it to you, if we mail it to you at the latest address for you that we have in our records. If Buyer and Co-Buyer eign life Agraement, any notice to be given to you may be given to either of you. A separate notice will not be given to both of you.

Severability. Any lerm, condition or provision of this Agreement which is deemed to be void, prohibited or unentorceable in any jurisdiction shall, as to such jurisdiction, he severed from this Agreement and ineffective to the extent of such invelidity, prohibition or unanforces billity without in any way breakdating the

balance of this Agreement.

Registration. You waive the right to receive a copy of any financing statement, financing change statement, verification statement or other document

relating to this Agreement.

Power of Attorney. You irrevocably appoint each present and future officer and employee of JD Canada and each of its efflictes as your agent and attorney with full power of substitution and delegation to: (i) endorse all cheques made payable to JD Canada and you, jointly, in connection with the property; (ii) sign on your behalf and register all agreements and other documents required to perfect and protect the security provided for in this Agreement and to recover (naurence proceeds; and (iii) permit or facilitate the enforcement of such security.

Further Assurances. You agree to do such other things and execute and deliver such other documents as we may request from time to time to ours any defects in the execution and delivery of this Agreement or in any other document rotating to this Agreement, to pertact and protect our security in the property

and otherwise to carry out fully this Agreement.

Walver. No delay or umission in the exercise of any right or remedy of JD Canada or its assignees shall affect their rights and remedies or the subsequent exercise thereof or be construed as a waiver or acquissource. No waiver shall be effective as against JD Canada and its assignces unless given by JD Canada in writing. To the fullest extent permitted by applicable law, you waive all rights, benefits and protections under any existing or future statute which may limit the powers, rights or remedies of JD Canada and its assignees or upon the methods of realization or enforcement.

MIBCellaneous. Trile Agreement is binding on all parties and on their respective legal and parsonal representatives, and anyone to whom this Agreement is WIBCHIBNOUS. This Agreement is binding on all parties and on their respective legal and personal representatives, and anyone to whom this Agreement is assigned by us. This Agreement, togethar with any schedules or attachments approved by JD Canada and provided with this Agreement, constitutes the entire agreement between the parties with respect to the property. There are no conditions, overantle, agreements, understandings, representations, warrantles or other provisions, oral or written, express or implied, collateral, statutory or otherwise, retaining to the property except as herein provided. No term, coverant or condition of this Agreement can be welved except by written consent of JD Canada. This Agreement is governed by the laws of the province noted in Seller's address above. You acknowledge and agree that Seller is not an agent, employee or representative of JD Canada except that, with respect to consigned John Dears equipment, Seller is authorized to demonstrate, rant, tesse and sell such consigned aquipment on the terms and conditions contained in the dealer agreement made between Seller and JD Canada as amended from time to time. You acknowledge receiving a fully completed copy of this Agreement and the warranty referred to above, if provided, You consent and agree that your telephone conversations with us may be recorded to improve our customer sorvice. You also agree that we may correct obvious or ciercal errors in this Agreement. You represent and warrant that you are a GST/HST/QST registrant unless the GST/HST/QST non-registrant box is checked above. GST/HST/QST non-registrant box is checked above.

Privacy. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"): Privacy. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"):

(a) to assess your craditworthiness; (b) to extend credit to you; (c) to verify your identity and services and collect your account; (c) to initiate, maintain and develop our business relationship with you in connection with offering and servicing of products, services and credit; (e) to establish your eligibility for special offers and discounts; (f) to monitor your purchasing history; (g) to build credit score cards for our business; (h) to comply with applicable law; and (i) for the promotional purposes described below. We and our affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from us, our affiliates and/or suppliers (namely, agricultural, commercial and construction and forestry suppliers, including by means of direct marketing. We and our affiliates may also disclose your non-sensitive personal information (e.g. name and mailing address) to suppliers so that they can send you promotional materials directly. If you do not want us to disclose your non-sensitive personal information to build credit accretic or for promotional purposes in this manner and/or if you do not want us to disclose your non-sensitive personal information to suppliers for promotional purposes at any time call us at 1-800-321-3768 or write to us at the address below.

| Gase notify us immediately at 1001 Champbilin Avanue, Butto 401, Buttington, Colario, LTL 524, it your name or address charges.  (1) Order one power (2) Chiefe a investment (3) Photocopy tydou; (4) Check supplicable hos | Prepared by JI |
|---|----------------|
| (1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable hoss  Original Dealer Copy Doustomer Copy  | ProDocs        |

| an original. It is Buyer and Co-Buyer sign this Agreement, each of you will be responsible (solidarly in Criwer release the other person, release any security, waive any rights under this Agreement, give new or was delivered to, and accepted by you on a date other than the date of this Agreement, you will our Certificate below; if you do not do so, you acknowledge that the property was both delivered to, and endate of this Agreement. Any change to the terms of this Agreement will not be effective and binding canada.  Language. The patities hareto confirm their express wish that this Agreement as well as all other does the English language only and declare themselves eatisfied therewith; as parties our présentes confirme de même que tous les documents, y compris toles avia, ou rettachent, rédigés en langue anglaise sculer.  Buyer's Signature by:  Co-Buyer's Signature | adit or extend or renew this Agreement. If the property rectly complete and eight the Delivery and Acceptance capted by you in good condition and as ordered on the g on JD Canada unless first agreed in writing by JD unments related hereto, including notices, be drawn up in |
|--|---|
| Co-Dayor & Organical B   |   |
| Co-Buyer's Signature   |   |
| Seller's Signature Mat   | E   |
| Date (midy) Oct 28, 20,3   |   |
| Delivery and Acceptance Certificate: Complete this section only if the profile this Agreement.  You acknowledge delivery and acceptance of the property in good condition  |   |
| Delivery and Acceptance Certificate: Complete this section only if the profile this Agreement.  You acknowledge delivery and acceptance of the property in good condition  |   |
| Delivery and Acceptance Certificate: Complete this section only if the property in good condition and as ordered on the day of   |   |
| Delivery and Acceptance Certificate: Complete this section only if the property in good condition and as ordered on the day of  Buyer's / Co-Buyer's Signature   | roperty is not delivered to you on the date of  |
| Delivery and Acceptance Certificate: Complete this section only if the property in good condition and as ordered on the day of   | roperty is not delivered to you on the date of  |
| Delivery and Acceptance Certificate: Complete this section only if the pithis Agreement.  You acknowledge delivery and acceptance of the property in good condition and as ordered on the day of  Buyer's / Co-Buyer's Signature  Advice of Physical Damage Insurance: You must complete this section insurance Company  | roperty is not delivered to you on the date of  |
| Delivery and Acceptance Certificate: Complete this section only if the property in good condition and as ordered on the day of   | roperty is not delivered to you on the date of  |
| Delivery and Acceptance Certificate: Complete this section only if the pithis Agreement.  You acknowledge delivery and acceptance of the property in good condition and as ordered on the day of  Buyer's / Co-Buyer's Signature  Advice of Physical Damage Insurance: You must complete this section insurance Company  | roperty is not delivered to you on the date of  |



# FIXED RATE INSTALMENT CONTRACT -ADDENDUM

This addendum is attached to and forms part of the Fixed Rate Instalment Contract – Security Agreement for Construction and Forestry No. 386481 (the "Agreement")

BETWEEN:

BRANDT TRACTOR LTD.

(the "Seller" (Dealer))

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

(the "Buyer")

and JEFF JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS

(the "Co-Buyer"), if any

Notwithstanding any of the provisions of the Agreement, each of the Buyer, Co-Buyer (if any), Seller named above and John Deere Canada ULC ("JD Canada") acknowledges and agrees that this Addendum forms part of the Agreement to which this Addendum is attached.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement. In this
  Addendum the Buyer and Co-Buyer, if any, are referred to collectively as the "Buyer".
- The provision under the heading "Assignment" is deleted in its entirety and replaced with the following:

Use by Related Entities, Assignment: (a) Buyer may, with prior written notice to JD Canada, permit any property to be used or operated by any of Buyer's present or future subsidiaries, parents or affiliates (each a "Related Entity"). In the event that any property so used or operated may be inventory as defined in the Personal Property Security Act (the "PPSA"), Buyer will take all necessary action to maintain a first ranking security interest in the property and any arrangement relating to such use or operation, including effecting registrations under the PPSA where required. Buyer agrees that notwithstanding any such use or operation: (i) at all times, all property remains subject to the terms and conditions of this Agreement; (ii) JD Canada shall have ownership in and title to the property; (III) no Related Entity or any other party shall be provided with any right, title or interest in or option to purchase the property nor any right to permit any further use, operation or rental of the property by or to any other party; (iii) any arrangement for a Related Entity to use or operate properly shall not extend beyond the Term of this Agreement; (iv) Buyer agrees to provide JD Canada with such information about the property and any Related Entity as JD Canada may require from time to time; and (v) JD Canada or its agents may at any time and from time to time examine the property and Buyer shall procure reasonable access to the property for such purpose. (b) By signing this Agreement, Seller automatically assigns all Seller's rights and benefits in and under this Agreement and all payments due or to become due under this Agreement to JD Canada and Buyer acknowledges such assignment. (c) Buyer walves further notice of such assignment. (d) JD Canada, and its assignees, may assign any of its rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or its right, title and interest in and to the property, in whole or in part to any person without any notice to Buyer. (e) Buyer may not easign this Agreement. (f) Buyer agrees that its obligation to make payments will not be affected by any dispute that may arise between Buyer and Seller. (g) Unless prohibited by applicable law, Buyer shall not use any such claims against Seller as a defence, set-off, compensation or counterplaim against any efforts by JD Canada or its assignee(s) to collect all Buyer owes under this Agreement or to repossess the property.

The provision under the heading "Privacy" is deleted in its entirely and replaced with the following:

Grant of Security: As security for the payment and performance of all Buyer's present and future obligations to Dealer, JD Canada and any affiliate of JD Canada hereunder and under any other lease, instalment sale contract, instalment lease or other agreement or instrument to which Buyer is a party or by which Buyer is bound, which the Dealer has now assigned or hereafter assigns to JD Canada or any affiliate of JD Canada, whether contingent or otherwise, Buyer hereby grants, assigns, conveys, transfers, pledges, hypothecates, charges and otherwise grants

a security interest to and in favour of JD Canada, in (i) the property, wherever located, and whether or not characterized as "inventory" for the purposes of the PPSA, (ii) all attachments, accessions, additions to and substitutions for, and property acquired by Buyer as trade-ins for the property, (iii) all Buyer's rights, (title and interest in, to and under any and all arrangements with Related Entities for the use or operation of the property or similar agreements entered into by Buyer relating to the property, together with the benefits, rights and remedies thereunder, including without limitation, the right to receive all monias now or hereafter due or to become due pursuant thereto, the right to receive the proceeds of insurance pursuant thereto, and all other rights, powers and privileges granted therein and the moneys payable thereunder, (iv) all debts, accounts, claims, money, choses in action and demands arising from the rental, lease, sale, resale or other disposition of the property. (v) all returns or repossessions of the property, and (vi) all proceeds of the above, including without limitation, any claims by Buyer against third parties for loss or damage to or destruction thereof and all present and after-acquired personal property acquired using any proceeds.

Except as specifically amended by this Addendum, all terms and conditions of the Agreement shall continue in full force and effect.

| by: Title:                                     | Date:             |
|--|-------------------|
| JEFF JESSAMINE: MATTHEW MACKAY DANIEL EDWARDS: | Date:             |
| BRANDT TRACTOR LTD. St plats by:               | Date: 10/31/2013. |
| JOHN DEERE CANADA ULC  By:  Date:              |                   |



#### Master Rental Addendum (for use in all provinces except Quebec)

Lessea or Suyer;

EPMONTON HEAVY EQUIPMENT RENTALS LTD.

Co-Lesses of Co-Buyer, If any: JEFF JESSAMINE, MATTHEW MACKAY, DANIEL FOWARDS

(herein collectively referred to as "you")

You acknowledge that you will enter into certain Lease or instalment Agreements entered into from time to time with John Deere Canada ULC or its ensigns (collectively "JD Canada") (collectively the "Agreementa") and that you intend to rent certain of the property listed in the Agreementa (the "Property").

Notwithstanding any of the provisions of the Agreements JD Canada will consent to the rentel of the Property (the "Rented Property") by you to other parties (individually, a "Party") on and autiject to the following terms and

- The Master Rental Addendum must be completed and signed by you and delivered to JD Canada and this Master Rantal Addendum shall be deamed to apply to all present and future Rented Property.
- You shall, upon request by JD Canada, provide JD Canada with a copy of any Rental Agreement for each Property (s "Rental Agreement") containing such details as may be requested, including but not limited to:

  (s) commencement date and term of the rental;

full name and address of the Party; detailed description and location of the Rented Property.

nature and use of the Rented Property by the Party;

- details of rental payments; details regarding Insurance of the Rentad Property, including the name of the insurance company, the name, address and phone number of the broker, the policy number and the policy
- acknowledgment by the Party that (i) neither you or the Party has any ownership right in the Rented Property or any option to purchase the Rented Property, or any pad thereof, at any time; (ii) JD Canada has ownership in and title to the Rented Property; and (iii) JD Canada has the right, but not the obligation, to exercise all your rights under the Rentel Agreement.
- All costs enting out of any Rental Agreement shall be borne by you. 3.
- Rental Agreements shall not (i) extend beyond the term set out in the applicable Agreements; (ii) provide any Party with any right which is inconsistent with the Agreements; (ii) provide for assignment by any party, except by you to JD Canada; at JD Canada's request; or (iv) provide any party with any right, title or interest in the Rented Property except for the right of use of the Rented Property white both you and the Party are not in default.
- All monitor received by you in respect of each Rental Agraement shall be received as mendatary for JD Canada, All such monios chall not be subject to any set-off, companiation or counterclaim by you or any Party.
- You shall ensure that the Rented Property is insured, in accordance with the insurance provisions set out in the applicable Agraement, notwithstanding any Rental Agreement and shall provide evidence of such insurance to JD Canada at JD Canada a request.
- Each Rental Agreement shall comply with all applicable laws and be subject to the tarms and conditions set out in the Agreements with respect to (a) use, care and maintenance of the Rented Property; (b) datms against the Rented Property; and (c) liability for the use of the Rented Property.
- You shall take no action to enforce performence of a Rental Agraement without JD Ceneda's prior written consent.
- You shall immediately notify JD Canada in writing at 1001 Chemplein Avanue, Suite 401, Burlington, Ontario, L7L 524 of all changes in the location of any Rented Property, including but not limited to, removal of the Ranted Property from the province specified in the applicable Agreements.
- JD Canada or its agants may all any time and from time to time examine the Rented Properly or any part thereof and you shall produre reasonable access to the Ranlad Property in connection therewith.
- 11. Nothing herein or in any Rantal Agreement shall limit or lessen your obligations and liabilities to JD Canada under the Agreements or in respect of the Rented Property, including, without limitation, all of your obligations to indemnity JD Canada against any losses and to be responsible for payments due under the Agreements regardless of the performance, lose, damage or destruction of the Rented Property.
- Nothing herein shall be construed as permitting any further rental by any Party or giving up possession of the Rented Property by any Party, or as permitting any essignment by you of any Agreement or its rights or obligations thereunder.

CAR DIDY GYDDY CUST (80/132-15)

- 13. This Master Rental Addendum is incorporated into and forms an integral part of the Agreements and nothing herein shall operate by way of merger of your obligations and liabilities to JD Canada thereunder or constitute a novation of any of the Agreements. This Master Rental Addendum shall be interpreted and enforced in accordance with the terms set forth in the Agreements except as otherwise expressly provided herein.
- 14. You shall execute such further documents and shall do all such further acts and things as may be required by JD Canada from time to time to give effect to the purpose of this Master Rentst Addendum and to protect the interests of JD Canada.

| EDMONTON HEAVY EQUIPMENT RENTALBISTO. by: | Date:              |
|---|--------------------|
| EFF JEBBAMINE:                            | Date:              |
| ATTHEW MACKAY:                            | Date:              |
| WIEL EDWARDS :                            | Date: Oer 28, 2013 |
| ssor's (Dealer's) Signature: The Mark     | Dete: 10/31/20     |



#### CORPORATE OFFICER'S CERTIFICATE

- I, Jeff Jessaya the , a duly authorized officer of EDMONTON HEAVY EQUIPMENT RENTALS LTD. (the "Corporation"), a corporation incorporated under the laws of Alberta with its head office at HDMONTON, Alberta, hereby certify for and on behalf of the Corporation as follows:
- 1, I am duly authorized to execute this form of certificate on behalf of the Corporation.
- 2. I have delivered, or caused to be delivered, to John Deere Financial Inc. ("John Deere Financial") a complete and accurate copy of all certificates and articles of incorporation, attendment, amalgamation and continuance and memoranda of the Corporation, which articles or memoranda are in full force and effect, and neither the directors nor the shareholders of the Corporation have passed, confirmed or consented to any amendments to such articles or memoranda and no proceedings are threatened or pending to dissolve the Corporation.
- 3. There are no provisions in the articles, memoranda or by-laws of the Corporation, or in any unanimous shareholder agreement, which restrict, limit, or regulate in any way the powers of the Corporation, or the directors thereof: (a) to borrow money upon the credit of the Corporation; (b) to issue, reissue, sell or pledge debt obligations of the Corporation; (c) to give guarantees on behalf of the Corporation to secure performance of an obligation of any person; or (d) to create security covering all or any of the properly and assets of the Corporation, present and future, as security for all or any moneys borrowed by the Corporation from John Deere Financial or any other indebtedness, liability or obligation of the Corporation to John Deere Financial.
- 4. The following is a complete and accurate copy of a resolution passed by the directors of the Corporation, which resolution has not been amended or reseinded and is in full force and effect on the date hereof:

#### "RESOLVED that:

- A. the Corporation be and is hereby authorized to borrow such amounts of money from John Deere Financial Inc. ("John Deere Financial") and grant security therefor, and purchase or lease, or both, such goods from John Deere Financial, as any officer or director of the Corporation may approve, such approval to be evidenced conclusively by such officer's or director's execution and delivery of one or more agreements with John Deere Financial relating to such borrowing, purchase or lease, all in the form required by John Deere Financial and such agreement(s) so executed shall be legal, valid and binding obligations of the Corporation.
- B. the Corporation be and is hereby authorized to purchase or lease, or both, such goods from such vendors or lessors as any officer of director of the Corporation may approve, such approval to be evidenced conclusively by such officer's or director's execution and delivery of one or more agreements with such vendor(s) or lessor(s) relating to such purchase or lease, such agreements to be assigned by such vendor(s) or lessor(s) to John Deere Financial and such agreement(s) when so executed shall be legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, subject only to laws affecting creditors' rights generally and the discretion of a court of equity.
- C. any officer or director of the Corporation be and is hereby authorized to execute and deliver all such agreements, instruments, and documents for and on behalf of the Corporation as John Deere Financial may require to evidence and secure the amount(s) borrowed, or goods purchased or leased, from John Deere Financial or such vendors or lessors approved by any officer or director of the Corporation, and any renewals or extensions of such losus or amendment of such purchases or leases, and to take all other action considered necessary or advisable to carry out the purposes of this resolution. All action which has been taken prior to the purposes is hereby ratified and approved."

  Page 1 of 2

| 5. The persons whose name, title and, where signed, true signatures, appear below are persons authorized by the foregoing resolution to execute and do any other act or thing for and on behalf of the Corporation   |
|--|
| to give effect thereo:   |
|  |
| (algusturo)  |
| 1.04 Jessamine   |
| Infact have of cultorized powon signing above)   |
| CEO  |
| (print tilta)  |
|  |
| (signature)  |
| (print trame of authorized person algoring above)  |
|  |
| (print title)  |
| All of the directors and officers of the Corporation have been duly elected or appointed to their respective positions.  |
| 6. The execution and delivery by the Corporation of each agreement, instrument and document authorized by the resolutions set out above and the consummation of the transactions contemplated thereby do not and will not (i) contravene any contractual restriction to which the Corporation is a party or by which it is bound, (ii) violate any writ, judgment, injunction, determination or award which is binding on the Corporation, or (iii) result in or require the creation or imposition of any lien, security interest or other encumbrance on or with respect to any property of the Corporation now owned or hereafter acquired. |
| 7. This certificate shall remain in force and be binding upon the Corporation as regards John Deerc Financial until a certificate under seal of the Corporation repealing or replacing this certificate has been received by John Deerc Financial.   |
| DATED this day of  |
| Signature of Authorized Signing Officer  |
| Namo: Jeff Jessamint   |
| Title: CEO   |
| (print title)  |

#### **ALBERTA**

### Registration Report

|     | File Number: Registration Number: Registration Typo: Security Agroement: Sale of Goods: Registration Period: Infinity: Trust Indenture: | 13102811529<br>13102811529<br>Security Agreement<br>X |                             |              |                       | Requested By:<br>R=R ID #:<br>Client Reference #:<br>Client Docket #:<br>Request Date:<br>Register Date:<br>Expiry Date: | SRDS<br>506397<br>A474669<br>RAPPORT<br>28 Oct 2013 11:45 am<br>28 Oct 2013<br>28 Oct 2019 |
|-----|---|---|-----------------------------|--------------|-----------------------|--|--|
|     | Debtor Information  |   |                             |              |                       |  |  |
|     |   | EQUIPMENT RENTALS                                     | LTD.                        |              |                       |  |  |
|     | 1259 91 ST SW   | 4.0   | T0V4F0                      | CAN          |                       |  |  |
|     | EDMONTON  | AB  | T6X1E9                      | CAN          | C                     |  | Birth Date (DD/M.V.W/YYYY):  |
|     | First Given Name:<br>JEFF   |   | Viddle Name:                |              | Surname:<br>JESSAMINE |  | S. P. Da. d. (D.D. V. V. P. 1. 1. 1).  |
|     | 10179 105 ST NW SU  | JITE 505  |                             |              |                       |  |  |
|     | EDMONTON  | AB  | T5J3N1                      | CAN          |                       |  |  |
|     | First Given Name;<br>MATTHEW  |   | Miggle Name;                |              | Sumame:<br>MACKAY     |  | Birth Date (DD/M.M.M/YYYY);  |
|     | 10919 115 ST NW   |   |                             |              |                       |  |  |
|     | EDMONTON  | AB  | T5H3L3                      | CAN          |                       |  |  |
|     | First Given Name:<br>DANIEL   |   | Middle Name:                |              | Sumame:<br>EDWARDS    |  | Birth Date (DD/M.W./YYYY):   |
|     | 951 BLACKETT WYN  | ID SW DW  |                             |              |                       |  |  |
|     | EDMONTON  | AB  | T6W1B1                      | CAN          |                       |  |  |
|     | Serial Collatora) Serial No: 1 DW7-70GXJBD6410  | 98  | Description:<br>2012 JOHN D | EERE 770GXDW |                       | category:<br>MOTOR VEHICLE   |  |
| ¥1) | Serial No:<br>1FF350GXJCD80892  | 27  | Description<br>2013 JOHN D  | EERE 350GLFF |                       | Category:<br>MOTOR VEHICLE   |  |
|     | Serial No:<br>1FF350GXTCD8089   | 38  | Description:<br>2013 JOHN D | EERE 350GLFF |                       | Category:<br>MOTOR VEHICLE   |  |
|     | Sorial No:<br>1DW872GPLCD6460   | 096   | Description:<br>2012 JOHN D | EERE 872GP   |                       | Category  MOTOR VEHICLE  |  |
|     | Serial No:<br>1DW872GPCDD654  | 518   | Description:<br>2012 JOHN D | EERE 872GP   |                       | Category:<br>MOTOR VEHICLE   |  |
|     | General Collateral  |   |                             |              |                       |  |  |

ONE JOHN DEERE 770GXDW MOTOR GRADERS

ONE JOHN DEERE 350GLFF EXCAVATORS

ONE JOHN DEERE 350GLFF EXCAVATORS

ONE JOHN DEERE 872GP MOTOR GRADERS

ONE JOHN DEERE 872GP MOTOR GRADERS

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Party Coop

JOHN DEERE FINANCIAL INC.

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON

L7L 5Z4

CAN

Disclaimer: INTERIM, NON-OFFICIAL DOCUMENT

This is Exhibit "B" referred to in the Affidavit of Linda Merk Sworn before me this \_\_\_\_\_\_ day of October, 2014.

A Notary Public in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



#### AMENDING AGREEMENT

This Amending Agreement (the "Agreement") is made as of the Effective Date (to be inserted below by John Deere Financial Inc. (formerly John Deere Credit Inc.) ("John Deere Financial") between Edmonton Heavy Equipment Rentals Ltd., Jeffrey James Jessamine, Matthew MacKay, and Daniel Edwards, collectively (the "Debtor"). Brandt Tractor Ltd. (the "Dealer"). John Deere Financial and John Deere Canada ULC (formerly John Deere Limited) ("JD Canada").

Reference is made to a Fixed Rate Retail Instalment Contract – Security Agreement dated October 28 2013 (the "Original Agreement") made between the Debtor and the Dealer a copy of which is attached hereto as Schedule "A" relating to one (1) 2010 Ditch Witch R300 Trencher s/n DVA01016 (the "Equipment"). The Dealer subsequently assigned all of its rights and benefits in and under the Original Agreement and all payments due or to become due under the Original Agreement to JD Canada all of which was subsequently assigned to John Deere Financial.

WHEREAS the Debtor has requested John Deere Financial to amend certain provisions of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree with each other as follows:

1. The Original Agreement is amended as follows:

| Number of Monthly<br>Payments | First Payment<br>Due Date | Amount of each<br>Payment |
|-------------------------------|---------------------------|---------------------------|
| 3                             | May 1, 2014               | \$ 86.09                  |
| 8                             | August 1, 2014            | \$ 830.18                 |
| 3                             | April 1, 2015             | \$ 86.09                  |
| 9                             | July 1, 2015              | \$ 830.18                 |
| 3                             | April 1, 2016             | \$ 86.09                  |
| 9                             | July 1, 2016              | S 830.18                  |
| 3                             | April 1, 2017             | \$ 86.09                  |
| 5                             | July 1, 2017              | \$ 830.18                 |

- 2. The Debtor represents and warrants as follows.
  - the equipment financed/leased under the Original Agreement is not subject to any claim, security interest, lien or other encumbrance except in favour of John Deere Financial,
  - (ii) that all source deductions, GST/HST or other remittances required to be made to Canada Customs and Revenue Agency, the Québec department of revenue or any other provincial revenue authority are current.
- 3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Edmonton and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Edmonton and all courts competent to hear appeals therefrom.
- The rights and obligations of the Debtor under this Agreement may not be assigned by the Debtor except with the prior written consent of John Deere Financial. This Agreement shall be



binding upon and enure to the benefit of the respective successors and permitted assigns of the parties.

- 5. The Debtor agrees to do such acts and shall execute such further documents and shall cause the doing of such acts and shall cause the execution of such further documents as John Deere Financial may reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.
- 6. To the extent there are any conflicts between this Agreement and the Original Agreement the terms of this Agreement shall prevail. This Agreement may be modified only by a written instrument signed by the parties.
- 7. This Agreement may be executed in one or more counterparts. An executed copy of this Agreement may be delivered by any party by facsimile.
- 8. Where any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, that provision shall be of no force and effect, but the illegality or unenforceability of that provision shall have no effect upon nor impair the enforceability of any other provision of this Agreement.
- 9. The Original Agreement as amended by this Agreement constitute the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their respective officers duly authorized in that behalf as of the Effective Date.

By: Name: Title

Witness

Witness

Jeffery ames Jessemine

Matthew Mackay

Danieledowards

JOHN DEERE FINANCIAL INC.

David Spackman

By

Manager, Customer Management

Effective Date (to be inserted by John Decre Financial Inc.)

**FJUL 0 7 2014** 

## Schedule "A"



# FIXED RATE RETAIL INSTALMENT CONTRACT

BECURITY AGREEMENT FOR CONSTRUCTION AND FORESTRY CUSTOMERS IN ALBERTA

NOTE: ALL SELLER'S RIGHTS AND BENEFITS UNDER THIS AGREEMENT, AND ALL SELLER'S INTEREST IN THE PROPERTY HAVE BEEN ASSIGNED TO JOHN DEERE CANADA ULC

388499

JC

100-0289617-00 Customer account number (for Internal use only): This Agreement is between Selfer and Buyer and Co-Buyer, if any: Saller's (Dazler's) No. Seller's (Dealer's) Full Legal Name and Address (including postal code) 733729 BRANDT TRACTOR LTD. Bullar's (Daniar's) GST/HST Registration No. 10630 176 STREET 899544779 EDMONTON, AB T5S1M2 7804845613 Il Buyer is NOT a GST/HBT Buyer's GST/HST Registration No. Buyer's Full Legal Name part, First and Second, illindividual; French and English language Registrant Check Here version, if any, if Corporation) and Address (including posts) code) Name and Title of Bigning Officer of Corposition) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 8T SW 2ND FLOOR EDMONTON, AB T6X1E9 7804635862 Co-Buyer's Date of Birth (mildly) (1 indikidus) (mildly) 09/16/1978 On-Buyer's Full Legal Name (Lest, Fistand Second, Ifindividua, Francis and English Language version, If any, if Corporation) & Ind. Addresse (Individua posted code) JESSAMINE JEFF 10179 105 ST NW SUITE 505 EDMONTON, AB TEJ3N1 7803951914 Co-Buyer's Date of Birth (midly) (Huddeling (moss) 07/05/1976 Co-Buyer's Full Legal Name (Law, First and Second, If Individual French and English language version, weny, it Corporation) and Address (newling posts code) MACKAY MATTHEW 10919 115 8T NVV EDMONTON, AB TSHOLS 7809891829 Co-Buyer's Date of Birth (mid/y) (circuiswi) (m/4/) 12/12/1972 Co-Buyer's Full Legal Name (1994, Firstand Second, If Individual, French and English anguage version, if any, if Corporation) and Address (notating poste) code) EDVARDS DANIEL ERIC 951 BLACKETT WYND SW DE DEDMONTON, AB 16W181 7606991999

This Agreement covers the instalment purchase of properly described below. The words you and your mean the Buyer and Co-Buyer, if any, named above. Seller means the Seller (Destar) named above. We, our, and us mean the Seller and John Desre Cenada ULC ("JD Canada") when the Seller assigns (fransfers) this Agreement after you sign it.

1. Description of Property. Sellar agrees to sell to you, and you agree to buy the property described below. Any attachments, accessories, repair parts or other equipment placed on the property, any replacements of the property, and any and all proceeds thereof, are considered part of the property. You agree that we will retain title to and ownership of the property until you have paid all you owe under this Agreement, including any interest or special payments. Special payments are described below. To secure payments (including special payments) and all your other obligations under this Agreement, you also great us a security interest in the opposity.

| Oth: | T -  | New / Used | Mfr.        | Model | Property (Size and Description) | Serial No. or Product Identification No. | Cash Seiling<br>Price | Box  |
|------|------|------------|-------------|-------|---------------------------------|--|-----------------------|------|
| 1    | 2010 | New        | DITCH WITCH | R300  | DITCHWITCH RISO TRENCHER        | IDVA01018                                | \$24,600.00           | 1(1) |
|      |      |            |             | •     |                                 | Cosh Salling Price                       | \$24,600.00           | 1(2) |

2. Trade and/or Down Payment. You agree to sell the following trade(s) to Seller which you confirm is (era) owned by you bee and clear of all security interests, hypothecs, liens and other encumbrances except in favour of the person(s) and to the extent shown below. You agree that the trade slowance below represents the fair market value of the trade(s). You direct Seller to deduct the Payoff Amount due to Encumbrancer noted below from the Total Allowance and pay that amount to the Payoff Amount due to Encumbrancer noted below from the Total Allowance and

| Qty. | Year | Mn. | Model | Description of Trade | Serial No. or Product<br>Identification No.  | Allowance  | Box  |
|------|------|-----|-------|----------------------|--|------------|------|
|      | 1 1  |     |       |                      |  |            | 3(1) |
|      |      |     |       | Total Allowance (to  | ial of items above)                          | \$0.00     | 2(2) |
|      |      |     |       | GET/HST on Total     | Allowande (due to you)                       | \$0.00     | 2(2) |
|      |      |     |       | QST on Total Alloy   | rance (due to you)                           | N'A        | 2(4) |
|      |      |     |       | Payoff Amount due    | to Encumbranear                              | \$0,00     | 2(5) |
|      |      |     |       | Nat Trade (2(2) +    | 2(3) + 2(4) - 2(5))                          | \$0.00     | 2(8) |
|      |      |     |       | Oush Back from 8     | eller (Ocaler) to Buyer (not to exceed 2(5)) | \$0.00     | 3(7) |
|      |      |     |       | Cash Down Paym       |  | \$1,258.75 | 2(8) |

| Please notify us immediately at 1001 Champieln Avenue, Suite 401, Buildnahon, Octorio, LTE, 624 if your name or eddress changes. | Prepared by |
|--|-------------|
| (1) Print and appy; (2) Obtain clarefultes; (2) Photocopy twice; (4) Check applicable box  Original Dealer Copy Customer Copy    | ProDocs     |
| Original Dealer Copy Customer Copy   | Page 1      |
|  |             |

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81,268.75 2(0) Total Down Payment (2(6) + 2(7) + 2(8)) Terms of Repayment. In return for financing your purchase of the property
described above, you promise to pay the UNPAID BALANCE together with
interest at the Annual Interest Rate (all in section 4 opposite) on the
outstanding UNPAID BALANCE from the Date Finance Charges Begin to the I. Cost of Financing Property. Here is what it will cost you to purchase the property described above: \$24,500.00 4(1) Cash Salling Price (from 1(Z)) Documentation Fern \$376.00 4(2) Maturity Date as follows: Applicable Federal Tax\* Payment Frequency: Monthly \$1,258.78 4(3) First Payment Due Date No. of Payte. Amount of Each Payment Applicable Provisolal Tex\* \$0.00 4(4) Yotel Cash Selling Price (4(1) + 4(2) + 4(5) + 4(4) above) \$26,433,75 4(5) \$618.71 12/01/2013 Total Cown Payment (from 200) \$1,258,78 4(8) \$29,698.08 3(1) Total Amount of Payments \$25,178.00 UNPAID BALANCE (4(5) - 4(5)) 4(7) Date Finence Charges Begin (m/dy) 10/28/2013 Annual Interest Rate (per annum) 8,30% 4(8) 11/01/2017 Maturity Date (midly) Term (in months) 48 4(8) Applicable taxes are payable in full on the date of this Contract.

Non-Removal. You will not remove the property from the province noted in the Buyer's address for more than 30 days without our prior written approval.

Payments. You will make your payments to JD Canada at 1001 Champtein Avenus, Suite 401, Burlington, Ontario, LTL 524 or otherwise as JD Canada, or its assigness may designate from time to time. If you fall to make a payment when it is due or if any of the events listed below under "Default" occurs, subject to any notice required by law, via can require you to pay immediately all you owe under this and any other agreement between us or any of our affiliates. Unless prohibited by applicable laws, you will also have to pay interest on the above amounts which are past due until they are paid at a rate equal to 24% per ennum. Interest is calculated for each payment paried set out in section 3 above on the then outstanding UNPAID BALANCE by applying the Annual Interest Rate to auch balance. Any money we get from you, and any insurance proceeds, returned premiums, and service cost refunds may be applied, at our choice, to what you owe under this Agreement or to any other dobt you owe us or any of our affiliates, in apite of any instructions you may send us. Also, they may be applied to interest and past due interest before the UNPAID BALANCE and, if permitted by law, to late charges and other charges before payments. If we assigned who can apply any money it gets from you, and any such other amounts, at such assignee other, any assignee (and, as well, any assignee) of such assignee have only of any instructions you may send. We can accept payments marked "paid in full" or with other restrictive andersements without looking any of our rights under this Agreement.

Care and Use of the Property. You will keep the property in good repair and replace all worn, broken or defective parts. If you don't, we can make repairs and charge you for them. We have the right to inspect the property at any reasonable time. You may not lease or sell the property or transfer any interest in it or give possession or control to snyone size vittiout our written parmission. The property must not be used in any litigal manner. You agree that the property will be used for business purposes and not for personal, family or household use unless indicated above. You acknowledge receipt from Seller of the operator's manufacture and that all safety decals and protective eldelding provided by the manufacturer of the property are in place.

Claims Against the Property. You confirm that no one but us has any tegal interest in the property. You will keep the property clear of all tegal claims against it except ours, if you don't, we may settle the claim and charge you what it except including incidental expenses which include our court costs, legal fees and expenses on a full indemnity basis or in Quobec, on the highest basis recognized by law. You will deduct and result as required all source deductions, GST/HST/QST and other amounts payable to federal and provincial revenue authorities.

Loss or Destruction of the Property. You must keep the property insured (with any insurer authorized by law and estisfactory to us) against all risks including, without limitation, total loss, fire, their, damage or destruction. You must also keep the property insured by General Public Liability insurence with a limit of not less than \$1 million. If we require you to carry additional coverage, you agree to do so. You shall cause JD Canada and John Deere Financial Inc. to be "Named Insured" under each policy retailing to the property. You must give JD Canada a Certificate of insurence as proof that you have such insurence. You easily this insurence to us. The insurence you carry must contain a providen requiring the insurer to provide JD Canada with 30 days prior written notice of any proposed cancellation, non-renewal or material alteration. Such insurence must be equal to the fair market value of the property and you give us the right to receive the proceeds of all insurence at any time covering the property up to the value of the property. If you fail to carry such insurence, we may purchase it for you and charge you for the premium paid by us. The loss, destruction or damage of the property does not excuse you from making payments unless the insurence proceeds paid to us pay all you owe under this Agreement.

Special Payments, if we make any payments for repairs or insurance or to defend or clear cleans against the property, you will reimburse us immediately. Subject to applicable law, you agree to pay us an administration fee of \$25 if a cheque is returned because of insufficient funds. Unless prohibited by applicable laws, you will also be responsible for any and all enforcement costs and expenses (including court costs, legal fees and expenses on a full indamnity basis or in Quebec, on the highest basis recognized by law) relating to the enforcement of our rights. At the end of the Term, or upon early termination, we will not charge or refund a difference of less than \$25 resulting from an underpayment or overpayment of your obligations under this Agreement.

Default. You shall be in default under this Agreement if any of the following events takes place: (1) You fall to pay any amount you owe us when due; (2) You fall to pay immediately any amount we are entitled to charge you for making repairs, maintaining insurance or defending or clearing claims against the property; (3) You fall to perform any of your obligations under this or any other agreement you have entered into with us or any of our affiliates or if any statement made by you in this or any other agreement you have entered into with us or any of our affiliates is unitue; (4) You become insolvent or bankrupt or a receivar is appointed over any of your property; (5) The property is destroyed or substantially damaged; (6) The property or any of your other property is seized or any attachment, execution, will or other process is levied against any of your property; or (7) Anything else happens that we believe endangers your ability to pay or that we believe endangers the property in any way.

Enforcing Our Rights. If any of the above events of default takes piece, subject to applicable law, we shall have the right to do any or all of the following: (1) Require you to pay immediately all you owe under this Agreement and any other agreement you have entered into with us or any of our affiliates without prior notice or demand; (2) Take possession of the property or any part of it, wherever it is, store it and sell or lease it; (3) Sue you in any place in Canada for the amount that you owe us; and (4) Exercise any other rights that we may have at law or in equity, including without limitation all rights of a secured party under applicable personal property security legislation, or any successor legislation. If we sell or lease the property, we will apply the sale or lease proceeds to the amount you owe us and you will pay us any amount you still owe unless we are prevented by law from suing you for the balance. You waive as applicable and to the extent permitted by law the balance of the balance. You waive as applicable and to the extent permitted by law the balance of the balance or substituted from time to time. You agree that all of Part IV (other than section 46) of The Saskatchewan Ferm Security Act, shall not apply if you are an agricultural corporation within the meaning of that Act.

| (1) Print one copy: (2) Obtain stonetures; (3) Photocopy twice; (4) Check applicable box  Original Dealer Copy Customer Copy   | Page 2 of 4    |
|--|----------------|
| (1) Prist one popy: (2) Obtain stonatures: (3) Photocopy (wipe: (4) Check applicable box   | ProDocs        |
| Please notify us immediately a) 1001 Champilin Avenue, Scine 401, Burlington, Ontario, L7L 624, it your name or address champes.   | Prepared by JD |
| The second secon | C1             |

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Prepayment, Provided that you are not in default under this Agreement, you may prepay the outstanding UNPAID BALANCE in whole or in part upon payment of same to JD Canada together with three (3) months interest on the amount prepaid calculated at the Annual Interest Rate (as a genuine pre-estimate of damages for loss of a bargain and not as a penalty).

As alignment. (1) You may not easign this Agreement or any of your rights in the property. (2) Seller may not assign any of its rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or Seller's right, title and interest in and to the property, in whole or in part to any person other than JD Canada. (3) Any other purported assignment will be absolutely void for all purposes even as between Seller and the purported assignment. The purported assignment will not acquire any right, title or legal or equitable interest of any kind in or under this Agreement, in payments due or to become due under this Agreement and all payments due or to become and the agreement and all payments due or to become and the agreement and all payments due or to become and the agreement and all payments due or to become and the agr turther notice of such assignment and acquiests unconditionally to the assignment and any future assignments. (8) JD Canada, and its assignment any of its rights and benefits in and under this Agreement or any peyments due or to become due under this Agreement or its right, title and interest in and to the property, in whole or in part to any person. (7) You agree that your obligation to make payments will not be affected by any dispute that may arise hatween you and Salier. (8) Unless prohibiled by applicable law, you shall not use any such claims against Selier as a defence, sat-off, compensation or counterclaim against any offers by JD Canada or its assignee(s) to collect all you owe under this Agreement or to represent the property.

Against any entors by 3D Canada of its easignests in collectall you over these remarks represent the property includes new equipment. Seller agrees to revoke you with a manufacturer's warranty in respect of such equipment. Neither Seller nor JD Canada makes any other representations, conditions, inducements or warranties (and there are none) written or oral, express or implied, entend from a course of dealing, usage of base or otherwise, other than (a) electrony warranties (but only to the extent that such warranties may not be excluded, walved or disclaimed), and (b) the warranty referred to above, and each of them expressely disclaims to the extent that such warranties may not be excluded, warranties, and conditions as to the condition, durability, fitness for purpose, quality, ownership, merchantability or performance of the property or as, to the absence of defects (latent or otherwise), and all statutory and other warranties, representations, inducements or conditions to the same or any other effect relating to the property are hereby walved to the fullest extent permitted by law and you agree not to seek or claim any benefit thereof. None of Seller, the manufacturer, JD Canada or its assignance shall be liable for insidental, indirect or consequential damage or injuries, including but not limited to, loss of profits or revenue or other commercial joss, or be liable for fundamental breaches or for breaches of fundamental terms. You agree that the property is of a size, design and capacity selected by you and that you are selected that it is suitable for your purposes. You agree that there shall be no abatement of your obligations under this Agreement because of the unavailability of maintaneric service or any item of the property during periods of repair, whether covered by warranty or not.

Notice. You will be considered condusively to have received any document we send you under this Agreement, and any demand for payment: (I) when we deliver the document or demand to you in electronic or written form, if we choose to deliver it to you; or (ii) on the 10th day after we mail it to you, if we mail it to you at the latest address for you that we have in our records. If Buyer and Co-Buyer eign this Agreement, any notice to be given to you may be given to either of you. A separate notice will not be given to both of you.

Severability. Any term, condition or provision of this Agreement which is desired to be vold, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed from this Agreement and ineffective to the extent of such invalidity, prohibition or unenforceability without in any way invalidating the belance of this Agreement.

Registration. You waive the right to receive a copy of any financing statement, financing change statement, verification statement or other document relating to this Agreement.

Power of Attorney. You irrevocably appoint each present and future officer and employee of JD Canada and each of its affiliates as your agent and attorney with full power of substitution and detegation to: (i) endorse all cheques made payable to JD Canada and you, jointly, in connection with the property; (ii) sign on your behalf and register all agreements and other documents required to parfect and protect the security provided for in this Agreement and to recover insurance proceeds; and (iii) permit or facilitate the enforcement of such ascurity.

Further Assurances. You agree to do such other things and execute and deliver such other documents as we may request from time to time to ours any defects in the execution and delivery of this Agreement or in any other document relating to this Agreement, to perfect and protect our eccurity in the property

and otherwise to carry out fully this Agreement. Walver. No delay or omission in the exercise of any right or remedy of JD Canada or the assigness shall affect their rights and remedies or the subsequent exercise thereof or be construed as a walver or acquisscence. No walver shall be effective as against JD Canada and its assigness unless given by JD Canada in writing. To the fullest extent permitted by applicable law, you walve all rights, benefits and protections under any existing or future statute which may limit the powers, rights or remedies of JD Canada and its assigness or upon the methods of resilization or enforcement.

powers, rights of remedies of JD Canada and its assigness of upon the mathods of restration of enforcement.

Miscellargeous. This Agreement is binding on all parties and on their respective legal and personal representatives, and anyone to whom this Agreement is assigned by us. This Agreement, together with any schedules or attachments approved by JD Canada and provided with this Agreement, conditions the anthe agreement between the parties with respect to the property. There are no conditions, coverants, agreements, understandings, representations, warranties or other provisions, and or written, express or implied, collateral, statutory or otherwise, retaining to the property except as herein provided. No term, coverant or condition of this Agreement can be waived except by written consent of JD Canada. This Agreement is governed by the laws of the province noted in Seller's address above. You acknowledge and agree that Seller is not an agent, employes or representative of JD Canada except that, with respect to consigned John Deers, squipment, Seller is authorized to demonstrate, rent, testes and sell such consigned equipment on the terms and conditions contained in the dester agreement made between Seller and JD Canada as amended from time to time. You acknowledge receiving a fully completed copy of this Agreement and the warranty referred to above, it provided. You consent and agree that your telephone contrastions with us may be recorded to improve our customer service. You also agree that we may correct obvious or circlest errors in this Agreement, You represent and warrant that you are a GST/HST/QST registrant unless the GST/HST/QST non-registrant box is chacked above.

Privacy. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"):

(a) to assess your oraditworthiness; (b) to extend oradit to you; (c) to varily your identity and service and collect your account; (d) to initiate, maintain and develop our business relationship with you in connection with offering and servicing of products, services and credit; (e) to calabilish your eligibility for special develop our business relationship with you in connection with offering and servicing of products, ervices and credit; (e) to desibilish your eligibility for special offers and discounts; (f) to comply with applicable law; and (i) for the promotional purposes desorthed below. We and our affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from us, our affiliates end/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry suppliers, incurance providers and other third party suppliers), including by means of direct marketing. We and our affiliates may also disclose your non-sensitive personal information (e.g. name and mailing address) to suppliers so that they can send you promotional materials directly. If you do not want us or our affiliates to use your personal information to build credit score cards or for promotional purposes in this manner end/or if you do not want us to disclose your non-sensitive personal information to suppliers for promotional purposes at any time cell us at 1-800-321-3766 or write to us at the address below.

You sufficient and our affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and marchants (such as John Deare dealers and John Deare Elegable Multiuse Account merchants) and the above

dealers and merchants (such as John Deere dealers and John Deere Financial Multi-use Account merchants) and the above mentioned suppliers and, in assessing your creditworthiness and extending credit to you and building credit score cards, to

disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form. We and our affiliates reserve the right to assign your Agreement and your account to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assigness and to the collection, use and disclosure of your personal information by them as required to service and collect your account and to give effect to the assignment of your Agreement and your account to them, You are not required to provide social insurance numbers to us but if you do, they will be used to match credit bureau information and to verify your identity. We and our affiliates may retein

| Pre-se notify as immediately at 1001 Champain Avenue, Sure 401, Hearington, Ontario, LTL 624, if your name or address changes. | Prepared by JE |
|--|----------------|
| (1) Fidat care capy; (2) Obtain signatures; (3) Photocopy twice; (4) Chark applicable box  Original Dealer Copy Customer Copy  | ProDocs        |
| Original Dealer Copy Customer Copy ()  | Page 3 of 4    |

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your information in our records for so long as it is needed for the Purposes above. Your consent remains valid after termination of our relationship with you. The consent you grant herein is valid regardless of whather credit is offered or extended to you by us. Affiliates include without limitation John Deere Financial Inc. For a copy of our privacy policy you may call or write to the Chief Privacy Officer at John Deere Financial Inc., 1001 Champlein Avenue, Suite 401, Burlington, Ontario, L7L 5Z4. Bigming. If you have read this Agreement and agree to its terms, sign below. You agree that we may rely on any electronic or facelmile signature as if it were an original. If a Buyer and Co-Buyer sign this Agreement, each of you will be responsible (ecliderily in Quebec) for all amounts due under this Agreement even if we release the other person, release any security, waive any rights under this Agreement, give new credit or extend or renew this Agreement. If the property was delivered to, and accepted by you on a date other than the date of this Agreement, you will correctly complete and sign the Delivery and Acceptance Certificate below; if you do not do so, you acknowledge that the property was both delivered to, and accepted by you in good condition and so ordered on the date of this Agreement. Any change to the terms of this Agreement will not be effective and binding on JD Canada unless first agreed in writing by JD Language. The parties hereto confirm their express wish-that this Agreement as well as all other documents related hereto, including notices, be drawn up in the English language only and declare the mee'v's estimated therewith; less parties dux prosentes confirment leur volonté expresse de voir le présente Convention de même que tous les documents, y compris loss evie, s'y raillachent, récigés en langue angleise seulement et s'en déclarent satisfaite. Buyer's Signature by: Co-Buyer's Signature Co-Buyer's Signature . Co-Buyer's Signature Seller's Signature October 31, 2013 Date (m/4//)\_\_\_ Delivery and Acceptance Certificate: Complete this section only if the property is not delivered to you on the date of this Agreement. You acknowledge delivery and acceptance of the property in good condition and as ordered on the \_\_\_\_\_ day of \_\_\_\_\_ . \_\_\_\_ . Buyer's / Co-Buyer's Signature \_\_\_\_\_ Advice of Physical Damage Insurance: You must complete this section. Insurance Company \_\_\_\_ Name and Address of Broker \_\_\_\_\_ Broker's Tel. Number \_\_\_\_\_\_ Policy Number \_\_\_\_\_ Policy Expiry Date (mm/dd/yy) \_\_\_\_\_ Present notify Us immediately at 1001 Champisin Avanue, Outo 401, Burlington, Ontario, L7LEZS, Fydurinamo or address changes. Prepared by JC

(1) Print one copy: (2) Obtain signatures; (3) Photocopy (vice; (4) Check applicable box Original Dealer Copy Customer Copy

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# FIXED RATE INSTALMENT CONTRACT -- ADDENDUM

This addendum is attached to and forms part of the Fixed Rate Instalment Contract - Security Agreement for Construction and Forestry No. 386409 (the "Agreement")

BETWEEN:

BRANDT TRACTOR LTD.

(the "Seller" (Dealer))

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

(the "Buyer")

and JEFF JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS

(the "Co-Buyer"), If any

Notwithstanding any of the provisions of the Agreement, each of the Buyer, Co-Buyer (If any), Seller named above and John Deere Canada ULC ("JD Canada") acknowledges and agrees that this Addendum forms part of the Agreement to which this Addendum is attached.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement es follows:

- Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement. In this
  Addendum the Buyer and Co-Buyer, if eny, are referred to collectively as the "Buyer".
- The provision under the heading "Assignment" is deleted in its entirety and replaced with the following:

Use by Related Entities, Assignment: (a) Buyer may, with prior written notice to JD Canada, permit any property to be used or operated by any of Buyer's present or future subsidiaries, parents or affiliates (each a Related Entity'). In the event that any property so used or operated may be inventory as defined in the Personal Property Security Act (the "PPSA"), Buyer will take all necessary action to maintain a first ranking security interest in the properly and any arrangement relating to such use or operation, including effecting registrations under the PPSA where required. Buyer agrees that notwithstanding any such use or operation: (i) at all times, all properly remains subject to the terms and conditions of this Agreement; (ii) JD Canada shall have ownership in and title to the property; (iii) no Related Entity or any other party shall be provided with any right, little or interest in or option to purchase the property nor any right to permit any further use, operation or rental of the property by or to any other party; (iii) any arrangement for a Related Entity to use or operate property shall not extend beyond the Term of this Agreement; (Iv) Buyer agrees to provide JD Canada with such information about the property and any Related Entity as JD Canada may require from time to time; and (v) JD Canada or its agents may at any time and from time to time examine the property and Buyer shall procure reasonable access to the property for such purpose. (b) By signing this Agreement, Seller automatically assigns all Seller's rights and benefits in and under this Agreement and all payments due or to become due under this Agreement to JD Canada and Buyer acknowledges such assignment. (c) Buyer waives further notice of such assignment. (d) JD Canada, and its assigness, may assign any of its rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or its right, title and interest in and to the property, in whole or in part to any person without any notice to Buyer. (e) Buyer may not assign this Agreement. (f) Buyer agrees that its obligation to make payments will not be affected by any dispute that may arise between Buyer and Saller. (g) Unless prohibited by applicable law, Buyer shall not use any such claims against Seller as a defence, set-off, compensation or counterclaim against any efforts by JD Canada or its assignee(s) to collect all Buyer owes under this Agreement or to repossess the

3. The provision under the heading "Privacy" is deleted in its entirety and replaced with the following:

Grant of Security: As security for the payment and performance of all Buyer's present and future obligations to Dealer, JD Canada and any affiliate of JD Canada hereunder and under any other lease, instalment sale contract, instalment lease or other agreement or instrument to which Buyer is a party or by which Buyer is bound, which the Dealer has now assigned or hereafter assigns to JD Canada or any affiliate of JD Canada, whether contingent or otherwise, Buyer hereby grants, assigns, conveys, transfers, pledges, hypothecates, charges and otherwise grants



a security interest to and in favour of JD Canada, in (I) the property, wherever located, and whether or not characterized as "inventory" for the purposes of the PPSA, (ii) all attachments, accessions, additions to and substitutions for, and property acquired by Buyer as trade-ins for the property, (iii) all Buyer's rights, title and interest in, to and under any and all arrangements with Related Entities for the use or operation of the property or similar agreements entered into by Buyer relating to the property, together with the benefits, rights and remedies thereunder, including without limitation, the right to receive all monies now or hereafter due or to become due pursuant thereto, the right to receive the proceeds of insurance pursuant thereto, and all other rights, powers and privileges granted therein and the moneys payable thereunder. (iv) all debts, accounts, claims, money, choses in action and demands arising from the rental, lease, sale, resale or other disposition of the property, (v) all returns or repossessions of the property, and (vi) all proceeds of the above, including without limitation, any claims by Buyer against third parties for loss or damage to or destruction thereof and all present and after-acquired personal property acquired using any proceeds.

Except as specifically amended by this Addendum, all terms and conditions of the Agreement shall continue in full force and effect.

| by: Title:  | Date:                |
|---|----------------------|
| JEFF JESSAMINE:<br>MATTHEW MACKAY:<br>DANIEL EDWARDS: | Date: Der za, Lot 3, |
| BRANDI TRACTOR LID. Like                              | Date: 10/31/13       |
| JOHN DEERE CANADA ULC By: Date:                       |                      |



#### Master Rental Addendum (for use in all provinces except Quebac)

Leanen or Buver:

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

Co-Lessee or Co-Buyer, If any: JEFF JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS

(herein collectively referred to as "you")

You acknowledge that you will enter into certain Lease or instalment Agreements entered into from time to time with John Deere Consda ULC or its assigne (collectively "JD Canada") (collectively the "Agreements") and that you intend to rent certain of the property lieled in the Agreements (the "Property").

Notwithstanding any of the provisions of the Agreements JD Genada will consent to the rental of the Property (the "Rented Property") by you to other parties (individually, a "Party") on and subject to the following terms and

- This Master Rental Addendum must be completed and signed by you and delivered to JD Canade and this Muster Rental Addendum shall be dearned to apply to all present and future Rented Property.
- You shell, upon request by JD Canada, provide JD Canada with a copy of any Rental Agreement for each Property (a "Rental Agreement") containing such details as may be requested, including but not limited to:

commencement date and term of the rental;

full name and address of the Perty; detailed description and location of the Rented Property; nature and use of the Rented Property by the Party;

details of rental payments;

- details regarding insurance of the Rented Property, including the name of the insurance company, the name, eddress and phone number of the broker, the policy number and the policy
- acknowledgment by the Party that (i) neither you or the Party has any ownership right in the Rented Property, or any part thereof, at any time; (ii) JD Canada has ownership in and this to the Rented Property, and (iii) JD Canada has the right, but not the obligation, to exercise all your rights under the Rantal Agreement.
- All costs arising out of any Rental Agreement shall be burne by you.
- 4. Rental Agreements shall not (i) extend beyond the term set out in the applicable Agreements; (ii) provide any Perty with any right which is inconsistent with the Agreements; (iii) provide for easignment by any party, except by you to ID Canada, at JD Canada's request, or (iv) provide any party with any right, little or interest in the Rented Property except for the right of use of the Rented Property while both you and the Party are not in default.
- All mobiles received by you in respect of each Rental Agreement shell be received as mandalary for JD Canada. All such monies shall not be subject to any set-off, compensation or counterclaim by you or any Party.
- 6. You shall ensure that the Rented Property is trauted, in accordance with the insurance provisions set out in the applicable Agreement, notwithstanding any Rental Agreement and shall provide evidence of such insurance to JD Canada et JD Canada's request.
- Each Rental Agreement shall comply with all applicable laws and be subject to the terms and conditions sat out in the Agreements with respect to (a) use, care and maintenance of the Rented Property; (b) claims equinst the Rented Property; and (c) liability for the use of the Rented Property.
- You shall take no action to enforce performance of a Rental Agreement without JD Canada's prior written consent.
- You shall immediately notify JO Canada in writing at 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4 of all changes in the location of any Rented Property, including but not immed to, removal of the Rented Property from the province specified in the applicable Agreements.
- JD Canada or its agents may at any time and from time to time examine the Rented Property or any part thereof and you shall produre reasonable access to the Ranisd Property in connection therewith.
- Notifing herein or in any Rentel Agreement shall limit or lessen your obligations and liabilities to JD Caneda under the Agreements or in respect of the Rented Property, including, without limitation, all of your obligations to indemnify JD Canada against any losses and to be responsible for payments due under the Agreements regardless of the performance, lose, damage or destruction of the Rented Property.
- Nothing hardin shall be construed as permitting any further rental by any Party or giving up possession of the Rented Property by any Party, or as permitting any assignment by you of any Agreement or its rights or obligations theraunder.

13. This Master Rental Addendum is incorporated into and forms an integral part of the Agraements and nothing netath shall operate by way of margar of your obligations and itabilities to JD Canada thereunder or constitute a novation of any of the Agreements. This Mester Rental Addendum shall be interpreted and enforced in accordance with the terms sat forth in the Agreements except as otherwise expressily provided herein.

14. You shall execute such further documents and shall do all such further acts and things as may be required by JD Canada from time to time to give effect to the purpose of this Master Rantal Addendum and to protect the interests of JD Canada.

| DMONTON HEAVY EQUIPMENT/RENTAUSLID VV. | Date:             |
|--|-------------------|
| FF JESSAMINE                           | Date:             |
| LATTHEW MACKAY:                        | Date:             |
| ANIEL EDWARDS :                        | Dale: Det 28 2013 |
| essor's (Ozaler's) Signaturo:          | Date: 10/31/13    |



#### CORPORATE OFFICER'S CERTIFICATE

EQUIPMENT RENTALS LTD. (the "Corporation"), a corporation incorporated under the laws of Alberta with its head office at EDMONTON, Alberta, hereby certify for and on behalf of the Corporation as follows:

- I. I am duly authorized to execute this form of certificate on behalf of the Corporation.
- 2. I have delivered, or caused to be delivered, to John Deere Pinanoial Inc. ("John Deere Pinanoial") a complete and accurate copy of all certificates and articles of incorporation, amendment, amalgamation and continuance and memoranda of the Corporation, which articles or memoranda are in full force and effect, and neither the directors nor the shareholders of the Corporation have passed, confirmed or consented to any amendments to such articles or memoranda and no proceedings are threatened or pending to dissolve the Corporation.
- 3. There are no provisions in the articles, memoranda or by-laws of the Corporation, or in any unanimous shareholder agreement, which restrict, limit, or regulate in any way the powers of the Corporation, or the directors thereof: (a) to borrow money upon the credit of the Corporation; (b) to issue, reissue, sell or pledge debt obligations of the Corporation; (c) to give guarantees on behalf of the Corporation to secure performance of an obligation of any person; or (d) to create security covering all or any of the property and assets of the Corporation, present and future, as security for all or any moneys borrowed by the Corporation from John Deere Financial or any other indebtedness, liability or obligation of the Corporation to John Deere Financial.
- 4. The following is a complete and accurate copy of a resolution passed by the directors of the Corporation, which resolution has not been amended or resoluted and is in full force and effect on the date hereof:

#### "RESOLVED that;

A. the Corporation be and is hereby authorized to borrow such amounts of money from John Deere Financial Inc. ("John Deere Financial") and grant security therefor, and purchase or lease, or both, such goods from John Deere Financial, as any officer or director of the Corporation may approve, such approval to be evidenced conclusively by such officer's or director's execution and delivery of one or more agreements with John Deere Financial relating to such borrowing, purchase or lease, all in the form required by John Deere Financial and such agreement(s) so executed shall be legal, valid and bluding obligations of the Corporation.

B. the Corporation be and is hereby authorized to purchase or lease, or both, such goods from such vendors or lessors as any officer or director of the Corporation may approve, such approval to be evidenced conclusively by such officer's or director's execution and delivery of one or more agreements with such vendor(s) or lessor(s) relating to such purchase or lease, such agreements to be assigned by such vendor(s) or lessor(s) to John Deere Financial and such agreement(s) when so executed shall be legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, subject only to laws affecting creditors' rights generally and the discretion of a court of equity.

C. any officer or director of the Corporation be and is hereby authorized to execute and deliver all such agreements, instruments, and documents for and on behalf of the Corporation as John Deere Financial may require to evidence and secure the amount(s) borrowed, or goods purchased or leased, from John Deere Financial or such vendors or lessors approved by any officer or director of the Corporation, and any renewals or extensions of such losus or amendment of such purchases or leases, and to take all other action considered necessary or advisable to carry out the purposes of this resolution. All action which has been each purpose in hereby ratified and approved."

| 5. The persons whose name, title and, where eighed, true signatures, appear below are persons authorized by the foregoing resolution to execute and do any other act or thing for and on behalf of the Corporation to give effect thereto:   |
|--|
| (signatite)  |
| print nation of authorized person vigning above)   |
| (print lile)   |
| (eignature)  |
| (mint a sine of authorized person signing above)   |
| (print title)  |
| All of the directors and officers of the Corporation have been duly elected or appointed to their respective positions.  |
| 6. The execution and delivery by the Corporation of each agreement, instrument and document authorized by the resolutions set out above and the consummation of the transactions contemplated thereby do not and will not (i) contravene any contractual restriction to which the Corporation is a party or by which it is bound, (ii) violate any writ, judgment, injunction, determination or award which is binding on the Corporation, or (iii) result in or require the creation or imposition of any lien, security interest or other encumbrance on or with respect to any property of the Corporation now owned or hereafter acquired. |
| 7. This certificate shall remain in force and be binding upon the Corporation as regards John Deere Financial until a certificate under seal of the Corporation repealing or replacing this certificate has been received by John Deere Financial.   |
| DATED this 31 day of Oct 3013  |
| Name: Jest Jesse M. 1 e  |
| Title: CEO President   |

# 100-0289617-002

# ALBERTA

## Registration Report

| File Number:<br>Registration Number:<br>Registration Type<br>Security Agreement<br>Sale of Goods:  | 13102810619<br>13102810619<br>Security Agreement<br>X  |                                      |                      | Requested Byl<br>R=R ID #:<br>Client Reference #:<br>Client Docket #:<br>Request Date: | PBLUME<br>506360<br>A474670<br>766413<br>28 Oct 2013 11:41 am |
|--|--|--------------------------------------|----------------------|--|---|
| Registration Period:<br>Infinity:<br>Trust Indonture:  | 6  |                                      |                      | Register Date;<br>Explry Date:   | 28 Oct 2013<br>28 Oct 2019                                    |
| Debtor Information   |  |                                      |                      |  |   |
| Business Name:   | Y EQUIPMENT RENTAL   | S LTD.                               |                      |  |   |
| 1259 91 ST SW 2N   | D FLOOR  |                                      |                      |  |   |
| EDMONTON   | AB   | T6X 1E9                              |                      |  |   |
| First Given Name:<br>JEFF  |  | Viacio Name:                         | Sumamo.<br>JESSAMINE |  | Birth Date (DD/WWW/YYYY):                                     |
| 10179 105 ST NW  | SUITE 505  |                                      |                      |  |   |
| EDMONTON   | AB   | T5J 3N1                              |                      |  |   |
| First Given Name:<br>MATTHEW   |  | Vicc'e Name:                         | Surrame.<br>MACKAY   |  | Birth Date (DDI/V/V/YYY)                                      |
| 10919 115 ST NW  |  |                                      |                      |  |   |
| EDMONTON   | AB   | T5H 3L3                              |                      |  |   |
| First Given Name:<br>DANIEL  |  | Middle Name:                         | Sumame<br>EDWARDS    |  | Birth Date (DD/WWW/YYYY)                                      |
| 951 BLACKETT W   |  |                                      |                      |  |   |
| EDMONTON   | AB   | T6W 1B1                              |                      |  |   |
| Serial Collateral  |  | Description;                         |                      | Category   |   |
| Serial No:<br>1DW770GXJBD64  | 1099   | 2012 JOHN DEERE 7700                 | SXDW                 | MOTOR VEHICLE  | -   |
|  | 1000   |                                      |                      | Category   |   |
| Sorial No:   | .007   | Description:<br>2013 JOHN DEERE 3500 | 21 EE                | MOTOR VEHICLE  |   |
| 1FF350GXJCD808   | 1927   |                                      | JLFF                 | Category   |   |
| Sorial No:<br>1FF350GXTCD808   | 9938   | Description:<br>2013 JOHN DEERE 3500 | GLFF                 | MOTOR VEHICLE  |   |
| Serial No:<br>1DW872GPLCD64  | 6006   | Description:<br>2012 JOHN DEERE 8720 | GP.                  | Category MOTOR VEHICLE   |   |
|  | 0090   |                                      | <b>.</b>             | Category   |   |
| Serial No:<br>1DW872GPCDD65  | 54518  | Description:<br>2012 JOHN DEERE 8720 | GP                   | MOTOR VEHICLE  |   |
|  |  |                                      |                      |  |   |
| General Collateral   | ERE 770GXDW MOTOR  | GRADER                               |                      | 34   |   |
|  | ERE 350GLFF EXCAVAT  |                                      |                      |  |   |
| - ' ' '  | ERE 350GLFF EXCAVAT  |                                      |                      |  |   |
|  | ERE 872GP MOTOR GR   |                                      |                      |  |   |
| • •  | ERE 872GP MOTOR GR   |                                      |                      |  |   |
|  |  | CCESSORIES, ACCESSION                | S. REPLACEMENTS.     |  |   |
| CHECTITITIONS  | ADDITIONS AND IMPRO  | VEMENTS THERETO AND                  | ALL PROCEEDS OF      |  |   |
|  |  | M DERIVED DIRECTLY OR                |                      |  |   |
|  |  |                                      |                      |  |   |
|  |  | DING WITHOUT LIMITATION TRADE-INS,   |                      |  |   |
| EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE |  |                                      |                      |  |   |
|  | ACCOUNTS, RENTAL PAYMENTS, SECORTIES, INTANGISCES, DOCUMENTS OF THEE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE |                                      |                      |  |   |
|  |  |                                      |                      |  |   |
| PAYMENT AND ANY OTHER PAYMENT TO<br>OR DAMAGE TO THE COLLATERAL OR T   |  | HE PROCEEDS OF THE CO                | LATERAL              |  |   |
| Secured Party  |  |                                      | 1000                 | Pa   | rty Code:   |
| JOHN DEERE FIN   | IANCIAL INC.   |                                      |                      |  |   |
| 30, 300  |  |                                      |                      |  |   |

Disclaimer: INTERIM, NON-OFFICIAL DOCUMENT

L7L 5Z4

1001 CHAMPLAIN AVE. SUITÉ 401

BURLINGTON

This is Exhibit "C" referred to in the Affidavit of Sworn before me this 3 day of October, 2014.

Backmin A Notary Public In and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



#### AMENDING AGREEMENT

This Amending Agreement (the "Agreement") is made as of the Effective Date (to be inserted below by John Deere Financial Inc. (formerly John Deere Credit Inc.) ("John Deere Financial") between Edmonton Heavy Equipment Rentals Ltd., Jeffrey James Jessamine. Matthew MacKay, and Daniel Edwards collectively (the "Debtor.), Brandt Tractor Ltd. (the Dealer"), John Deere Financial and John Deere Canada ULC (formerly John Deere Limited) ("JD Canada")

Reference is made to a Fixed Rate Retail Instalment Contract – Security Agreement dated October 31. 2013 (the "Original Agreement") made between the Debtor and the Dealer a copy of which is attached hereto as Schedule "A" relating to one (1) 2012 John Deere 470GLC Excavator s/n 1FF470GXTBE470075 (the "Equipment"). The Dealer subsequently assigned all of its rights and benefits in and under the Original Agreement and all payments due or to become due under the Original Agreement to JD Canada all of which was subsequently assigned to John Deere Financial

**WHEREAS** the Debtor has requested John Deere Financial to amend certain provisions of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree with each other as follows.

1. The Original Agreement is amended as follows:

| Number of Monthly<br>Payments | First Payment<br>Due Date | Amount of each<br>Payment |  |  |
|-------------------------------|---------------------------|---------------------------|--|--|
| 3                             | May 1, 2014               | S 277.05                  |  |  |
| 8                             | August 1, 2014            | S 11,231.13               |  |  |
| 3                             | April 1, 2015             | \$ 277 05                 |  |  |
| 9                             | July 1, 2015              | S 11,231.13               |  |  |
| 3                             | April 1, 2016             | S 277.05                  |  |  |
| 9                             | July 1, 2016              | S 11,231 13               |  |  |
| 3                             | April 1, 2017             | \$ 277.05                 |  |  |
| 5                             | July 1, 2017              | \$ 11,231.13              |  |  |

- 2 The Debtor represents and warrants as follows:
  - the equipment financed/leased under the Original Agreement is not subject to any claim, security interest, lien or other encumbrance except in favour of John Deere Financial;
  - (ii) that all source deductions, GST/HST or other remittances required to be made to Canada Customs and Revenue Agency, the Québec department of revenue or any other provincial revenue authority are current.
- 3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Edmonton and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Edmonton and all courts competent to hear appeals therefrom.
- 4. The rights and obligations of the Debtor under this Agreement may not be assigned by the Debtor except with the prior written consent of John Deere Financial. This Agreement shall be



binding upon and enure to the benefit of the respective successors and permitted assigns of the parties.

- 5. The Debtor agrees to do such acts and shall execute such further documents and shall cause the doing of such acts and shall cause the execution of such further documents as John Deere Financial may reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.
- 6. To the extent there are any conflicts between this Agreement and the Original Agreement the terms of this Agreement shall prevail. This Agreement may be modified only by a written instrument signed by the parties.
- 7. This Agreement may be executed in one or more counterparts. An executed copy of this Agreement may be delivered by any party by facsimile.
- 8. Where any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, that provision shall be of no force and effect, but the illegality or unenforceability of that provision shall have no effect upon nor impair the enforceability of any other provision of this Agreement.
- 9. The Original Agreement as amended by this Agreement constitute the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement under the hands of their respective officers duly authorized in that behalf as of the Effective Date.

EDMONTON EQUIPMENT RENTALS LTD. By: Name: Title: Witness Jeffery ameş Jessamine Witness Matti acKay Witness JOHN DEERE FINANCIAL INC. Ву: David Spackpan Manager, Customer Management Effective Date (to be inserted by John Deere Financial Inc.)

JUL 0.7 2014

## xcheanse "A"



CERESTIT CFAB 10 (R-HN1)

# FIXED RATE RETAIL INSTALMENT CONTRACT RECURITY AGREEMENT FOR

SECURITY AGREEMENT FOR CONSTRUCTION AND FORBETRY CUSTOMERS IN ALBERTA

NOTE: ALL SELLER'S RIGHTS AND BENEFITS UNDER THIS AGREEMENT, AND ALL SELLER'S INTEREST IN THE PROPERTY HAVE BEEN ASSIGNED TO JOHN DEERE CANADA ULC

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Page 1 of 4

100-0289617-003

| Batter's (Dealer's) Full Legal Name and Address (Industry postel code)       |  |   |   |  | nctuding postel code)   | Seller's (Ocaler's) No.   |  |   |  |                            |  |
|--|--|---|---|--|---|---|--|---|--|----------------------------|--|
| BRANDT TRACTOR LTD.<br>10630 176 STREET<br>EDMONTON, AB T581M2<br>7604846613 |  |   |   |  |   | 766413 Seller's (Dealer's) GST/HST Registration No. 899544779                       |  |   |  |                            |  |
| Buyer's I<br>vreion, if #1   | uli Leg  | (al Name (Li<br>Potion) shid A  | est, Fluit and Secon<br>dd (888 (balled)  | rd, if ladividus<br>ng postal dođ                              |   | Buyer's GST/HST Rep   |  | Registran   | NOT a GST/HB   |                            |  |
| 12<br>2N<br>EC   | 59 91 8<br>D FLO   | tsw<br>Dr<br>Dn,ab ts   | EQUIPMENT   | RENTALS  | LTD.  | Name and Tille of Sig   | N=   |   |  |                            |  |
|  |  |   | n (Last, Firstand o<br>and Address  |  | District and English costs cods)  | Co-Auyer's Date of B  | irth (m/d/y) (Hadislduc  | CENTRY CENTRY   | /1978  |                            |  |
| 10<br>EE   | 179 108  | NEJEFF<br>SSTNW SU<br>DN. AB TO<br>14   |   |  |   |   |  |   |  |                            |  |
|  |  |   | Coul Platerd<br>and Addres  |  | Syldust, French and Unglish<br>poblish code)  | Co-Huyer's Date of B  | lirth (m/d/y) (strawious   | g (milety) 07/05  | in976  |                            |  |
| 10<br>E.C  | 919 115  | MATTHEW<br>S ST NW<br>ON, AB TS<br>29   |   |  |   | ı,  |  |   |  |                            |  |
|  |  |   | his (tau), First and<br>n) and Address  |  | Lividual, French and English<br>postal code)  | Co-Huyer's Date of E  | lirth-(m/d/y) (rindividua  | i) (m/d/y) 12/12  | 2/1972   | -                          |  |
| 61<br>95   | WARD<br>1 BLAC   | B DANIEL<br>KETT WYN  | ERIQ E  | k.   |   |   |  |   |  |                            |  |
| deller mid<br>denstere<br>I. Descri<br>dher equ<br>hat we<br>nterest         | ens in<br>this Aprilan of<br>prilan of<br>ipment<br>Will re<br>or sp | e Seller (De<br>greement af<br>If Property<br>placed on fi<br>etain tille<br>Solal pays | eoler) named<br>tor you sign it.<br>Seller agrees<br>he properly, so<br>to and own<br>ments, spec | above. W<br>i in sell to<br>ny replace<br>nership<br>ial payme | property described below.  a, our, and us mean the  you, and you agree to be ments of the property, and of the property until y nite ere described below.  Iterest in the property. | Soller and John Deer uy the property describ any and all proceeds you have paid all | e Canada ULC ("JD<br>red below. Any atlaci<br>Thereof, are consider<br>YOU OWE UNDER 11  | Canada") who<br>nments, access<br>ad part of the p<br>nts Agreeme | on the Seller as<br>occles, repair per<br>property. You st<br>ent, including | algn<br>ste d<br>gre<br>an |  |
| Qty.   |  | New/Used  | Mr.   | Model  |   | ze and Description)   |  | o, or Product<br>Ication No.                                      | Cash Stiling<br>Price  | Во                         |  |
| 1  | 2012   | Nev   | JOHN DBERE  | 470GLC   | JOHN DEERE 470GLC EXO,<br>CAN 36" BUCKET  | AVATOR  | 1FF470GX1  | BE470076  | \$375,940.00   | 10                         |  |
|  |  |   |   |  |   |   | Cash Sellin<br>(total of lean  | TR (COOK B)   | \$378,340.00   | 1                          |  |
| nterests,<br>represen  | hypoth<br>is the fa  | ere Hans a  | nd other encur<br>stue of the trac  | RECHMING   | il the fallowing trade(a) to<br>except in favour of the pur<br>direct Sellar to deduct the  | ean(s) and to the exter   | t shown below. You   | agree that the  | trade allowance t  | pelo                       |  |
| Gly  | Year   | Mft.  | Model   |  | Dasc/lption of Tra  | de  | Serial No. or<br>Identification  |   | Allowance  | Во                         |  |
|  |  |   |   |  |   |   | - Warden   | _   |  | 2(                         |  |
|  |  |   |   |  |   | Total Allowance (total a  | THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAME |   | \$0.00   | -                          |  |
|  |  |   |   |  |   | OSTAIST on Total Alloy  | The state of the s |   | \$0.00   | -                          |  |
|  |  |   |   |  |   | QST on Total Allowance  |  |   | N/A  | -                          |  |
|  |  |   |   |  |   |   |  |   |  | 1 20                       |  |
|  |  |   |   |  |   | Payoff Amount due to B  |  |   | \$0.00   | -0                         |  |
|  |  |   |   |  |   | Nai Trade (2(2) + 2(3) 1  |  | 4 10000   | \$0.00   | 2                          |  |

(1) Print one copy; (2) Obtain algorithms; (3) Photocopy (Wice; (4) Check applicable box

Original Dealer Copy Gustomer Copy

|  |                               |  | Cash Down Payment  | \$18,842.00  | 2(8) |  |  |  |
|--|-------------------------------|--|--|--------------|------|--|--|--|
|  |                               |  | Total Down Payment (2(8) - 2(7) + 2(8))  | \$18,842.00  | 2(9) |  |  |  |
| described above  | e, you promise to pay the UNP | AID BALANCE together with  | 4. Cost of Financing Property. Here is what it will cost you to purchase the property described above:   |              |      |  |  |  |
| internat at the  | Annual Interest Rate (all in  | escion 4 opposite) on the  | Cual Calling Dies ffrom 1000   | \$376,340.00 | 4(1) |  |  |  |
| Maturity Date at   | PAID BALANCE from the Date &  | Nance cutthas pediu to us  | Documentation Fees   | \$500,00     | 4(2) |  |  |  |
| Name and Address of the Owner, where the Person of the Owner, where the Owner, which the Ow | iency: Monthly                |  | Applicable Federal Tax*  | \$18,842.00  | 4(0) |  |  |  |
| No. of Payts.  | Amount of Each Payment        | First Payment Due Date   | Applicable Provincial Text   | \$0,00       | 4(4) |  |  |  |
|  | \$9,150.85 12/01/2013         |  | Total Cash Selling Price (4(1) + 4(2) + 4(3) + 4(4) shove)   | \$395,682,00 | 4(5) |  |  |  |
| 48   |                               | 12/01/2013   | Total Down Psyment ((rom 2(8))   | \$18,842,00  | 4(0) |  |  |  |
| Total Amount   | of Payments                   |  | UNPAID BALANCE (4(5) - 4(6))   | \$379,849.00 | 4(7) |  |  |  |
| Date Pinance (   | Charges Begin (m/d/y)         | 10/28/2013   | Annual Interest Rate (par ennoun)  | 1.80%        | -    |  |  |  |
| Maturity Date  | tro/dA/A                      | 11/01/2017   | The state of the s |              | _    |  |  |  |
|  |                               | and the second s | Term (in mortilis)   | -10          | 4(9) |  |  |  |
|  |                               |  | "Applicable large are payable in full on the date of this Contract.  |              |      |  |  |  |

Non-Removal. You will not remove the property from the province noted in the Buyer's address for more than 30 days without our prior written approval. Payments. You will make your psyments to JD Canada at 100; Champlein Avenue, Suite 401, Burlington, Ontario, L7L 5Z4 or otherwise as JD Canada, or its assignees may designate from time to time. If you fall to make a payment when it is due or if any of the events listed below under "Defaufi," occurs, subject to Its gasigness may designate from time to time. If you fall to make a payment when it is due or if any of the events listed below under "Default" occurs, subject to any notice required by law, we can require you to pay immediately all you own under this and any other agreement between us or sity of our efficient. Unless prohibited by applicable taws, you will also have to pay interest on the above amounts which are past due until they are paid at a rate equal to 24% per annum. Interest is calculated for each payment period set out in section 3 above on the then dutatending UNPAID BALANCE by applying the Annual interest Rate to such belance. Any money we get from you, and any insurance proceeds, returned premiums, and service cost returned may be applied, at our choice, to what you own under this Agreement or to any other debt you own us or any of our efficient, in apite of any instructions you may send us. Also, they may be applied to interest and past due interest before the UNPAID BALANCE and, if permitted by law, to late charges and other charges before payments, if we assigned the Agreement, any assignee (and, as well, any assignee of such assignee) may apply any money it gets from you, and any such other amounts, at such assignee's choice, to what you owe under this Agreement or to any other debt you was to such assignee, in apite of any instructions you may send. We can accept payments marked "paid in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

Care and Lise of the Prometry. You will keen the property in cool result and replace all worn, broken or defective parts. If you don't, we can make

Care and Use of the Property. You will keep the property in good repair and replace all worn, broken or defective parts. If you don't, we can make repairs and charge you for them. We have the right to inspect the property at any reasonable time. You may not lease or sail the property or transfer any interest in R or give possession or control to snyone also without our written permission. The property must not be used in any lifegal manner. You agree that the property will be used for husiness purposes and not for personal, family or household use unless indicated above. You advisowed a receipt from Seller of the operator's manual and operating instructions for the property, and you acknowledge that Seller has conveyed to you all safety related in structions recommended by the manufacturer and that all safety decats and protective children provided by the manufacturer of the property. You confirm that he are not level before the property will be a property should be an appropriate the property of all least the property.

Claims Against the Property. You confirm that no one but us has any legal interest in the property. You will keep the property clear of all legal claims against it except ours. If you don't we may sollio the claim and charge you what it costs, including incidental expenses which include our count costs, legal fees and expenses on a full indomnity basis or in Quebec, on the highest basis recognized by law. You will deduct and remit as required all source deductions, GST/HST/QST and other amounts payable to federal and provincial revenue authorities.

Loss or Destruction of the Property. You must keep the property insured (with any insurer authorized by law and salisfactory to us) against all risks including, without limitation, total loss, fire, their, demage or destruction. You must also keep the property insured by General Public Liability insurence with a limit of not is set than \$1 million. If we require you to carry additional coverage, you agree to do so. You shall cause JD Geneda and John Dasre Pinancial inc. to be "Nemed insured" under each policy relating to the property. You must give JD Geneda a Certificate of insurence as proof that you have such insurence. You assign this insurence to us. The insurence you carry must contain a provision requiring the insurer to provide JD Canada with 30 days prior written notice of any proposed cancellation, non-renewal or metartial attention. Such insurence must be equal to the fair market value of the property and you give us the right to receive the proceads of all insurence at any time covering the property up to the value of the property. If you fall to carry such insurence, we may purchase it for you and charge you for the premium paid by us. The loss, destruction or damage of the property does not excuse you from making payments unless the insurence proceeds peld to us pay all you owe under this Acreement. insurance proceeds peld to us pay all you owe under this Agreement.

Special Payments. If we make any payments for repairs or insurance or to defend or clear claims against the property, you will relimburse us immediately. Subject to applicable law, you agree to pay us an administration fee of \$25 if a cheque is returned because of insufficient funds. Unless prohibited by applicable laws, you will also be responsible for any and all enforcement coats and expenses (including court costs, lagel has and expenses on a full indemnity basis or in Quebeo, on the highest basis recognized by law) relating to the enforcement of our rights. At the end of the Term, or upon early termination, we will not charge or refund a difference of less than \$25 resulting from an underpayment or overpayment of your obligations under this Agreement.

Default. You shall be in default under this Agreement if any of the following events takes place: (1) You fall to pay any amount you owe us when due: (2) You fall to pay immediately any amount we are entitled to charge you for making repairs, maintaining insurance or defending or clearing claims against the property; (3) You fall to perform any of your obligations under this or any other agreement you have entered into with us or any of our affillates or if any statement made by you in this or any other agreement you have entered into with us or any of our affiliates is untrue; (4) You become insolvent or bankrupt or a receiver is appointed over any of your property; (5) The property is destroyed or substantially damaged; (6) The property or any of your other property is selzed or any attachment, execution, writ or other process is levied against any of your property; or (7) Anything else happens that we believe endangers your ability to pay or that we believe endangers the property in any way.

Enforcing Our Rights. If any of the above events of default takes place, subject to applicable law, we shall have the right to do any or all of the following: (1) Require you to pay immediately all you owe under this Agreement and any other agreement you have entered into with us or any of our affiliates without prior notice or demand; (2) Take possession of the property or any part of it, wherever it is, store it and sell or lease it; (3) Sue you in any place in Canada for the amount that you owe us; and (4) Exercise any other rights that we may have at law or in equity, including without limitation all rights of a secured party under applicable personal properly security legislation, or any successor legislation. If we sell or lease the properly, we will apply the sale or lease proceeds to the amount you owe us and you will pay us any amount you still owe unless we are prevented by law from suling you for the balance. You waive as applicable and to the extent permitted by law the benefits of the provisions of The Limitation of Civil Rights

Act (Saskalchewan) as amended, replaced or substituted from time to time. You agree that all of Pert IV (other than section 48) of The Sasketchewan Farm Security Act, shall not apply if you era an agricultural corporation within the meaning of that Act.

Propayment. Provided that you are not in default under this Agreement, you may prepay the outstending UNPAID BALANCE in whote or in part upon payment of same to JD Canada together with three (3) months interest on the amount prepaid calculated at the Annual Interest Rate (as a genuine preastimate of damages for loss of a bargain and not as a penalty).

Assignment. (1) You may not seeign this Agreement or any of your rights in the property. (2) Seller may not seeign say of its rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or Seller's right, this and interest in and to the property, in whole or in part to any person other than JD Canada. (3) Any other purported seeignment will be absolutely void for all purposes even as between Sellar and the purported seeignmen. The purported seeignment will not acquire any right, little or legal or equitable interest of any kind in or under this Agreement, in payments due or to become due under this Agreement, Seller submatically assigns all Beller's rights and benefits in and under this Agreement and all payments due or to become due under this Agreement to JD Canada and you scknowladge such assignment. (5) You waive further notice of such assignment and acquiresce unconditionally to the assignment and any future assignments. (6) JD Canada, and its assignment and only future designment in the property, in whole or in part to any person. (7) You agree that your obligation to make payments will not be effected by any dispute that may arise between you and Seller. (6) Unless prohibited by applicable tax, you shall not use any such estima against Selter as a defence, set-off, compensation or counterclaim against any efforts by JD Canada or its assignments to collect all you owe under this Agreement or to repossess the property.

Warranties. If the property includes new equipment, Sefter agrees to provide you with a manufacturer's warranty in respect of such equipment. Neither Warranties. If the property includes new equipment, Sefter agrees to provide you with a manufacturer's warranty in respect of such equipment. Neither Sefter agrees to provide you with a manufacturer's warranty in respect of such equipment. Neither to not a course of dealing, usage of trade or otherwise, other than (a) statutory warranties (but only to the extent that euch warranties may not be excluded, watved or disclaimed), and (b) the warranty referred to above, and each of them expressly disclaime to the extent that euch warranties may not be excluded, warranties, and conditions as to the condition, durability, fitness for purpose, quality, ownership, merchantability or performance of the property or eat to the absonce of defects (latent or otherwise), and all statutory and other warranties, representations, inducements or conditions to the same or any other effect relating to the property are hereby warred to the fullest extent permitted by law and you agree not to cook or ofsim any bandit instead. None of Sefler, the manufacturer, JD Canada or its enginess shall be liable for incidental, indirect or consequential damage or injuries, including but not timited to, lose of profits or revenue or other commercial lose, or be liable for fundamental breaches or for breaches of fundamental terms. You agree that the property is of a size, design and capacity selected by you and that you are satisfied that it is suitable for your purposes. You agree that there shall be no abatement of your obligations under this Agreement because of the unavailability of maintenance service or any item of the property during periods of repair, whether covered by warranty or not.

Notice, You will be considered conclusively to have received any document we send you under this Agreement.

Notice. You will be concidered conclusively to have received any document we send you under this Agreement, and any dement for payment: (i) when we deliver the document or demand to you in electronic or written form, if we choose to deliver it to you; or (ii) on the 10th day after we mail it to you, if we mail it to you are the latest address for you that we have in our records. If Buyer and Co-Buyer sign this Agreement, any notice to be given to you may be given to either of you. A separate notice will not be given to both of you.

Severability. Any term, condition or provision of this Agreement which is deemed to be vold, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed from this Agreement and ineffective to the extent of such invalidity, prohibition or unenforceability without in any way invalidating the balance of this Agreement.

Registration. You waive the right to receive a copy of any financing element, financing change statement, vertication statement or other document

relating to this Agreement.

Power of Attorney. You irrevocably appoint each present and future officer and employee of JD Canada and each of its affiliates as your agant and attorney with full power of substitution and delegation to: (i) endorse all chaques made payable to JD Canada and you, jointly, in connection with the property, (ii) sign on your behalf and register all agreements and other documents required to perfect and protect the security provided for in this Agreement and to recover insurance proceeds; and (ii) permit or facilitate the enforcement of such security.

Further Assurances. You agree to do such other things and execute and deliver such other documents as we may request from time to time to ours any defects in the execution and delivery of this Agreement or in any other document relating to this Agreement, to perfect and protect our security in the property

and otherwise to carry out fully this Agreement.

Watver. No delay or omission in the exercise of any right or remedy of JD Canada or its exagness shall affect their rights and remedies or the subsequent exercise thereof or be construed as a waiver or exquisecence. No waiver shall be effective as against JD Canada and its assigness unless given by JD Canada in writing. To the fullest extent permitted by applicable law, you waive all rights, benefits and protections under any existing or future shallow which may limit the powers, rights or remedies of JD Canada and its assigness or upon the methods of regulation or entercement.

Miscellaneous. This Agreement is binding on stiparties and on their respective tagst and personal representatives, and anyone to whom this Agreement is assigned by us. This Agreement, logather with any schedules or attachments approved by JD Canada and provided with this Agreement, constitutes the entire agreement between the parties with respect to the property. There are no conditions, coverants, agreements, understandings, representations, warranties or attachments agreement between the parties with respect to the property. There are no conditions, coverants, understandings, representations, warranties or attachment is governed by the laws of the provided. No term, coverant or conditions of this Agreement can be warrant except by written consent of JD Canada. This Agreement is governed by the laws of the province noted in Sellar's address above. You acknowledge and agree that Sellar is not an agent, employes or representative of JD Canada except that, with respect to consigned John Daers equipment. Sellar is authorized to demonstrate, rant, lease and sell such consigned equipment on the terms and conditions contained in the agreement made between Sellar and JD Canada as amended from time to time. You acknowledge receiving a fully completed copy of this Agreement and warranty referred to above, if provided. You consont and agree that your telephone conversations with us may be recorded to improve our customer service. You also agree that we may correct obvious or derical errors in this Agreement. You represent and warrant that you are a GST/HST/QST registrant unless the GST/HST/QST non-registrant box is checked above.

Privacy. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"):

(a) to assess your creditive/thinese; (b) to extend credit to you; (c) to verify your identity and services and collect your eccount; (d) to initiate, maintain and dayslop our business relationship with you in connection with offering and servicing of products, services and credit; (s) to establish your eligibility for special offers and discounts; (f) to monitor your purchasing history; (g) to build credit ecore cards for our business; (h) to comply with applicable law; and (f) for the promotional purposes described below. We and our affiliates may also use (but will not disclose) your personal information to promote and special offers from us, our affiliates and/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry appliers, insurance providers and other third party suppliers, including by means of direct marketing. We and our affiliates may also disclose your non-sensitive personal information (e.g. name and mailing address) to suppliers as that they can send you promotional materials directly. If you do not want us to disclose your some sensitive personal information to build credit score cards or for promotional purposes in this manner and/or if you do not want us to disclose your non-sensitive personal information to suppliers for promotional purposes at any time call us at 1-800-321-3766 or write to us at the address below.

You supported us and our affiliates in negarity out the Purposes to disclose and collect your personal information to suppliers for promotional purposes to disclose and collect your personal information to suppliers for promotional purposes to disclose and collect your personal information to suppliers for promotional purposes to disclose and collect your personal information to suppliers for promotional purposes. In disclose and collect your personal information to suppliers for promotiona

You authorize us and our affiliates, in carrying out the Purposes, to disclose and collect your paraonal information to and from dealers and merchants (such as John Deere dealers and John Deere Financial Multi-use Account merchants) and the above mentioned suppliers and, in assessing your creditworthiness and extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form.

| Piesse notify us immediately at 1001 Champia's Avenue, Suite 401, Busington, Ontario, LTL 524, if your name or address changes. | Prepared by JC |
|---|----------------|
| (1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box.  Original Dealer Copy Customer Copy   | ProDocs        |
| Original Design Copy   Customer Copy  | Page 3 cf 4    |

| we and our sillistes reserve the right to assign your Agreement and your account to third parties who in turn also have a right of further assignment to the disclosure of your personal information by required to service and collect your account and to give effect to the assignment of your Agreement and your account to them. You are not required to service and collect your account and to give effect to the assignment of your Agreement and your account to them. You are not required to social insurance numbers to us but if you do, thay will be used to match credit bureau information and to varify your identity. We and our affiliates an your information in our records for so long as it is needed for the Purposes above. Your consent remains valid after termination of our relationship with consent you grant hatein is valid regardless of whether credit is offered or extended to you by us. Affiliates include without limitation John Deers Final accept of our privacy policy you may call or write to the Chief Privacy Officer at John Deers Financial Inc., 1001 Champtain Avenue, Suite 401, B Ontario, L7L 5Z4. | them as to provide ney retain you. The anciel inc. |
|---|--|
| Signing. If you have road this Agreement and agree to its terms, sign below. You agree that we may rely on any electronic or facelmile signature as an original. It a Buyer and Co-Buyer sign this Agreement, each of you will be responsible (soliderity in Quebec) for all amounts due under this Agreement we referso the other person, retease any security, waive any rights under this Agreement, give new credit or extend or renew this Agreement. If the was delivered to, and accepted by you on a date other than the date of this Agreement, you will correctly complete and eign the Delivery and Ar Certificate below; if you do not do so, you acknowledge that the property was both delivered to, and accepted by you in good condition and as order date of this Agreement. Any change to the terms of this Agreement will not be effective and bloding on JD Canada unless first agreed in writing   | ent even if<br>property                            |
| Language. The parties hereto confirm tilet express wish that this Agreement as wall as all other documents related hereto, including notices, be do the English tanguage only and declare the healves religious the expense and parties and presentes confirment four volonts expresse de voir le presente d meme que tous les documents, y complet tous ests, sy reliables, rédigés en langue angletes esutement et s'en déclarent satisfaite.   | awn up la<br>anvention                             |
| Buyer's Signature by:   |  |
| Co-Buyer's Signature  |  |
| Co-Buyer's Signature  |  |
| Co-Buyer's Signature  | 30   |
| Date (m/d/) 10/31/2013  |  |
| Delivery and Acceptance Certificate: Complete this section only if the property is not delivered to you on the this Agreement.  | date of  |
| You acknowledge delivery and acceptance of the property in good condition   |  |
| and as ordered on the day of  |  |
| Buyer's / Co-Buyer's Signature  |  |
| Advice of Physical Damage Insurance: You must complete this section.  |  |
| Insurance Company   |  |
| Name and Address of Broker  |  |
| Broker's Tel, Number Policy Number  |  |
| Broker's lei, Number Policy Number  |  |

| Plas so notify us immediately at 1001 Champian Avenue, Guile 401, Buillington, Catario, LT, 524, Kyour name or address changes. |   |
|---|---|
| (1) Print and papy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box  | į |

Prepared by JE ProDocs

☐ Original ☐ Dealer Copy ☐ Customer Copy

Pege 4 of 4



# FIXED RATE INSTALMENT CONTRACT -- ADDENDUM

This addendum is attached to and forms part of the Fixed Rate Instalment Contract – Security Agreement for Construction and Forestry No. 386514 (the "Agreement")

BETWEEN:

BRANDT TRACTOR LTD.

(the "Seller" (Dealer))

and

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

(the "Buyer")

and JEFF JESSAMINE , MATTHEW MACKAY, DANIEL EDWARDS

(the "Co-Buyer"), if any

Notwithstanding any of the provisions of the Agreement, each of the Buyer, Co-Buyer (if any), Seller named above and John Deere Canada ULC ("JD Canada") acknowledges and agrees that this Addendum forms part of the Agreement to which this Addendum is attached.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement. In this
  Addendum the Buyer and Co-Buyer, if any, are referred to collectively as the "Buyer".
- The provision under the heading "Assignment" is deleted in its entirety and replaced with the following:

Use by Related Entitles, Assignment: (a) Buyer may, with prior written notice to JD Canada, permit any property to be used or operated by any of Buyar's present or future subsidiaries, parents or affiliates (each a "Related Entity'). In the event that any property so used or operated may be inventory as defined in the Personal Property Security Act (the "PPSA"), Buyer will take all necessary action to maintain a first ranking security interest in the properly and any arrangement relating to such use or operation, including effecting registrations under the PPSA where required. Buyer agrees that notwithstanding any such use or operation: (i) at all times, all property remains subject to the terms and conditions of this Agreement; (ii) JD Canada shall have ownership in and title to the property; (iii) no Related Entity or any other party shall be provided with any right, title or interest in or option to purchase the property nor any right to permit any further use, operation or rental of the property by or to any other party; (iii) any arrangement for a Related Entity to use or operate property shall not extend beyond the Term of this Agreement; (Iv) Buyer agrees to provide JD Canada with such information about the property and any Related Entity as JD Canada may require from time to time; and (v) JD Canada or its agents may at any time and from time to time examine the property and Buyer shall produre reasonable access to the property for such purpose. (b) By signing this Agreement, Seller automatically assigns all Seller's rights and benefits in and under this Agreement and all payments due or to become due under this Agreement to JD Canada and Buyer acknowledges such essignment. (c) Buyer waives further notice of such assignment. (d) JD Canada, and its assignees, may assign any of its rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or its right, title and interest in and to the property, in whole or in part to any person without any notice to Buyer. (e) Buyer may not assign this Agreement. (f) Buyer agrees that its obligation to make payments will not be affected by any dispute that may arise between Buyer and Seller. (g) Unless prohibited by applicable law, Buyer shall not use any such claims against Seller as a defence, set-off, compensation or counterclaim against any efforts by JD Canada or its assignee(s) to collect all Buyer owes under this Agreement or to repossess the properly.

3. The provision under the heading "Privacy" is deleted in its entirety and replaced with the following:

Grant of Security: As security for the payment and performance of all Buyer's present and future obligations to Dealer, JD Canada and any affiliate of JD Canada hereunder and under any other lease, instalment sale contract, instalment lease or other agreement or instrument to which Buyer is a party or by which Buyer is bound, which the Dealer has now assigned or hereafter assigns to JD Canada or any affiliate of JD Canada, whether contingent or otherwise, Buyer hereby grants, assigns, conveys, transfers, pledges, hypothecates, charges and otherwise grants

a security interest to and in favour of JD Canada, In (I) the property, wherever located, and whether or not characterized as "inventory" for the purposes of the PPSA, (ii) all attachments, accessions, additions to and substitutions for, and property acquired by Buyer as trade-ins for the property, (iii) all Buyer's rights, title and interest in, to and under any and all arrangements with Related Entities for the use or operation of the property or similar agreements entered into by Buyer relating to the property, together with the benefits, rights and remedies thereunder, including without limitation, the right to receive all monies now or hereafter due or to become due pursuant thereto, the right to receive the propeds of insurance pursuant thereto, and all other rights, powers and privileges granted therein and the moneys payable thereunder, (iv) all debta, accounts, claims, money, choses in action and demands arising from the rental, lease, sale, resale or other disposition of the property, (v) all returns or repossessions of the property, and (vi) all proceeds of the above, including without limitation, any claims by Buyer against third parties for loss or damage to or destruction thereof and all present and after-acquired personal property acquired using any proceeds.

Except as specifically amended by this Addendum, all terms and conditions of the Agreement shall continue in full force and effect.

| EDMONTON HEAVY EQUIPMENT RENTALS LTD.  by: Title; | Date:            |
|---|------------------|
| JEFF JESSAMINE: MATTHEW MACKAY: DANIEL EDWARDS    | Date:            |
| BRANDT TRACTOR LTD. 5 / Maio                      | Date: 10/31/2013 |
| JOHN DEERE CANADA ULC  By:  Date:                 |                  |



#### Master Rental Addendum (for use in all provinces except Quebes)

Lessee or Buyer:

EDMONTON HEAVY EQUIPMENT RENTALS LYD.

Co-Lessee of Co-Buyar, If any: JEFF JESSAMNE, MATTHEW MACKAY, DANIEL EDWARDS

(herein collectively referred to as "you")

You acknowledge that you will enter into contain Lease or Instalment Agreements entered into from time to time with John Deere Canada ULC or its assigns (collectively "JD Canada") (collectively the "Agraements") and that you intend to rent certain of the property listed in the Agreements (the 'Property').

Notwhitstanding any of the provisions of the Agreements JD Cenade will consent to the rental of the Property (the "Rented Property") by you to other parties (individually, a "Party") on and subject to the following terms and conditions:

- This Moster Rental Addendum must be completed and signed by you and delivered to JD Canade and this Master Rental Addendum shall be deamed to apply to all present and tuture Rented Property.
- You shall, upon request by JD Canada, provide JD Canada with a copy of any Rentzl Agreement for each Property (a "Rental Agreement") containing such details as may be requested, including but not limited to:

commencement date and term of the rental;

- (b) full name and address of the Party; (c) datelled description and localism of the Rented Property;
- nature and use of the Rented Property by the Party;

details of rental payments;

- details regarding insurance of the Ronted Property, including the name of the insurance company, the name, address and phone number of the broker, the policy number and the policy exply date:
- acknowledgment by the Perty that (i) neither you or the Perty has any ownership right in the Rented Property or any option to purchase the Rented Property, or any part thereof, at any time; (ii) JD Canada has ownership in end title to the Rented Property, and (iii) JD Canada has the right, but not the obligation, to exercise all your rights under the Rantal Agreement.
- All coats arising out of any Rental Agreement shall be borne by you.
- 4. Rentel Agreements shall not (i) extend beyond the term set out in the applicable Agreements; (ii) provide any Party with any right which is inconsistent with the Agreements; (iii) provide for essignment by any party, except by you to JD Canada, at JD Canada's request; or (iv) provide any party with any right, title or interest in the Rented Property except for the right of use of the Rented Property while both you and the Perty are not in default.
- All monies received by you in respect of each Rental Agreement shall be received as mandetary for JO Canada. All such monies shall not be subject to any sat-off, companiation or counterclaim by you or any Party.
- You shall ensure that the Rented Properly is insured, in accordance with the insurence provisions ast out in the applicable Agreement, notwithstanding any Rental Agreement and shall provide evidence of such insurance to JD Canada at JD Canada's request.
- Each Rental Agreement shall comply with all applicable laws and be subject to the terms and conditions set out in the Agreements with respect to (a) use, care and maintenance of the Rentad Property; (b) claims against the Rented Property; and (c) liability for the use of the Rented Property.
- You shall take no action to enforce performence of a Rantel Agreement without JD Canada's prior written poneant.
- You shall immediately notify JD Canada in writing at 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 6Z4 of all changes in the location of any Rented Property, including but not limited to, removal of the Replaci Property from the province specified in the applicable Agreements.
- 10. JD Canada or its agents may at any time and from time to time examine the Rented Property or any part thereof and you shall produce reasonable access to the Rented Property in connection therewith.
- 11. Nothing herein or in any Rental Agreement shall limit or teasen your obligations and Itabilities to JD Canada under the Agreements or in respect of the Rented Property, including, without limitation, et of your obligations to indemnify JD Canada against any losses and to be responsible for payments due under the Agreements regardless of the performance, loss, demago or destruction of the Rented Property.
- Nothing herein shall be construed as permitting any further rental by any Party or giving up possession of the Rented Property by any Party, or as permitting any assignment by you of any Agreement or its rights or obligations thereunder.

13. This Master Rental Addendum is incorporated into end forme on integral part of the Agreements and nathing herein shell operate by way of merget of your obligations and sabilities to JD Canada thereunder or constitute a navalian of any of the Agreements. This Master Rental Addendum shell be Interprated and enforced in accordance with the terms set forth in the Agreements except as otherwise expressly provided herein.

14. You shall execute such further documents and shall do a't such further acts and things so may be required by JD Canada from time to time to give effect to the purpose of this Master Rental Addandum and to protect the interests of JD Canada.

EDMONTON HEAVY EQUIPMENT-RENTAL SUTE. by:

Date:



#### CORPORATE OFFICER'S CERTIFICATE

I, Jeff Jessa wine, a duly authorized officer of EDMONTON HEAVY EQUIPMENT RENTALS LTD, (the "Corporation"), a corporation incorporated under the laws of Alberta with its head office at EDMONTON, Alberta, hereby certify for and on bahalf of the Corporation as follows:

- 1. I am duly authorized to execute this form of certificate on behalf of the Corporation.
- 2. I have delivered, or caused to be delivered, to John Deere Financial Inc. ("John Deere Financial") a complete and accurate copy of all certificates and articles of incorporation, amendment, amalgamation and continuance and memoranda of the Corporation, which articles or memoranda are in full force and effect, and neither the directors nor the shareholders of the Corporation have passed, confirmed or consented to any amendments to such articles or memoranda and no proceedings are threatened or pending to dissolve the Corporation.
- 3. There are no provisions in the articles, memoranda or by-laws of the Corporation, or in any unanimous shareholder agreement, which restrict, limit, or regulate in any way the powers of the Corporation, or the directors thereof: (a) to borrow money upon the credit of the Corporation; (b) to issue, reissue, sell or pledge debt obligations of the Corporation; (c) to give guarantees on behalf of the Corporation to secure performance of an obligation of any person; or (d) to create security covering all or any of the property and assets of the Corporation, present and future, as security for all or any moneys borrowed by the Corporation from John Decre Financial or any other indebtedness, liability or obligation of the Corporation to John Decre Financial.
- 4. The following is a complete and accurate copy of a resolution passed by the directors of the Corporation, which resolution has not been amended or resoluted and is in full force and offeet on the date hereof:

#### "RESOLVED that:

A. the Corporation be and is hereby authorized to borrow such amounts of money from John Deere Financial Inc. ("John Deere Financial") and grant security therefor, and purchase or lease, or both, such goods from John Deere Financial, as any officer or director of the Corporation may approve, such approval to be evidenced conclusively by such officer's or director's execution and delivery of one or more agreements with John Deere Financial relating to such borrowing, purchase or lease, all in the form required by John Deere Financial and such agreement(s) so executed shall be legal, valid and binding obligations of the Corporation.

B. the Corporation be and is hereby authorized to purchase or lease, or both, such goods from such vendors or lessors as any officer or director of the Corporation may approve, such approval to be evidenced conclusively by such officer's or director's execution and delivery of one or more agreements with such vendor(s) or lessor(s) relating to such purchase or lease, such agreements to be assigned by such vendor(s) or lessor(s) to John Deere Financial and such agreement(s) when so executed shall be legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, subject only to laws affecting creditors' rights generally and the discretion of a court of equity.

C. any officer or director of the Corporation be and is hereby authorized to execute and deliver all such agreements, instruments, and documents for and on behalf of the Corporation as John Deere Financial may require to evidence and secure the amount(s) borrowed, or goods purchased or leased, from John Deere Financial or such vendors or lessors approved by any officer or director of the Corporation, and any renewals or extensions of such loans or amendment of such purchases or leases, and to take all other action considered necessary or advisable to carry out the purposes of this resolution. All action which has been taken things to the purposes is hereby ratified and annoved."

Page 1 of 2

| by the foregoing resolution to execute and do any other act or thing for and on behalf of the Corporation to give effect thereto:  (rignalure)  (rignalure)  (print triangle of fault title)  (signalure)  |
|--|
| (Duta titule of angiotysed betaon sistant apone)   |
| (print litte)  |
| All of the directors and officers of the Corporation have been duly elected or appointed to their respective positions.  |
| 6. The execution and delivery by the Corporation of each agreement, instrument and document authorized by the resolutions set out above and the consummation of the transactions contemplated thereby do not and will not (i) contravene any contractual restriction to which the Corporation is a party or by which it is bound, (ii) violate any writ, judgment, injunction, determination or award which is binding on the Corporation, or (iii) result in or require the creation or imposition of any lien, security interest or other encumbrance on or with respect to any property of the Corporation now owned or hereafter acquired. |
| 7. This certificate shall remain in force and be binding upon the Corporation as regards John Decre Financial until a certificate under sent of the Corporation repealing or replacing this certificate has been received by John Decre Financial.   |
| DATED this day of  |
|  |
| Name: Jeff Jessam (ne  |
| Title: CED / President   |

# 100-0289617-003

#### **ALBERTA**

#### Registration Report

| Flio Number,<br>Registration Number,<br>Registration Type:<br>Security Agreement;<br>Sale of Goods: | 13102811579<br>13102811579<br>Security Agreement<br>X |                             |             |                     | Roquested By: R=R ID #: Client Reference #: Client Docket #: Roquest Date: Rogister Date: | SRDS<br>506398<br>A474671<br>RAPPORT<br>28 Oct 2013 11:45 am<br>28 Oct 2013 |
|---|---|-----------------------------|-------------|---------------------|---|---|
| Registration Period   | 6   |                             |             |                     | Expliny Date:   | 28 Oct 2019   |
| Infinity:   |   |                             |             |                     | LAULY Date.   | 20 00.20.   |
| Trust Indonture:  |   |                             |             |                     |   |   |
| Debtor Information  |   |                             |             |                     |   |   |
|   | EQUIPMENT RENTALS                                     | LTD.                        |             |                     |   |   |
| 1259 91 ST SW   | AD  | T6X1E9                      | CAN         |                     |   |   |
| EDMONTON  | AB  |                             | Onii        | Sumamo:             |   | Birth Date (DD/MV,V/YYYY)   |
| First Given Name:<br>JEFF   |   | Viccie Name.                |             | JESSAMINE           |   |   |
| 10179 105 ST NW S   | UITE 505  |                             |             |                     |   |   |
| EDMONTON  | AB  | T5J3N1                      | CAN         |                     |   | Birth Date (DD/MMM/YYYY):   |
| First Given Name;<br>MATTHEW  |   | Viccle Name:                |             | Sumamo.<br>MACKAY   |   | 54.1. Jg.0 (3-974.10 1 1 1 1 1 1  |
| 10919 115 ST NW   |   |                             |             |                     |   |   |
| EDMONTON  | AB  | T5H3L3                      | CAN         |                     |   | Birth Date (DD/MV.V/YYYY):  |
| First Given Name:<br>DANIEL   |   | Migdle Name:                |             | Surramo.<br>EDWARDS |   | ema pate (pp/www.winfff):   |
| 951 BLACKETT WY   | ND SW DW  |                             |             |                     |   |   |
| EDMONTON  | AB  | T6W1B1                      | CAN         |                     |   |   |
| Serial Collateral   |   |                             |             |                     | Category  |   |
| Sorial No:<br>1FF470GXTBE4700   | 075   | Description:<br>2012 JOHN D | EERE 470GLC |                     | MOTOR VEHICLE   |   |

ONE JOHN DEERE 470GLC EXCAVATORS

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL. Party Code:

Secured Party

JOHN DEERE FINANCIAL INC.

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON

CAN

L7L 5Z4

Disclaimer: INTERIM, NON-OFFICIAL DOCUMENT

This is Exhibit "D" referred to in the Affidavit of Linda Merk
Sworn before me this \_\_\_\_\_ day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



## **COMMERCIAL LEASE AGREEMENT**

(With Purchase Option)

NOTE: ALL LESSOR'S RIGHTS AND BENEFITS UNDER THIS LEASE, AND ALL LESSOR'S INTEREST IN THE PROPERTY HAVE BEEN ASSIGNED TO JOHN DEERE

|   | CANADA ULC     |    |
|---|----------------|----|
| 1 | 101-0009617-00 | 24 |

Customer account number (for internal use only): \_

422523 /

| i            |  |  |                                 |                             |                                    |                                  |   |   |   | 3 846 758 RT / 89492 5288 RT<br>T # 1015119604 / 1021008431 |  |
|--------------|--|--|---------------------------------|-----------------------------|------------------------------------|----------------------------------|---|---|---|---|--|
| Les          |  |  |                                 | and Addi                    | ess (including por                 | stal code)                       |   | Lessor's (Dealer's) No.:<br>766413                          |   |   |  |
|              | BRANDT TRACTOR LTD. 10630 176 STREET EDMONTON, AB T5S1M2 7804846613  |  |                                 |                             |                                    |                                  |   | Lessor's (Dealer's) GST/HST/QST Registration No.: 899544779 |   |   |  |
| Les          | see's F  | ull Legal Nan                                    | NO (Last, First and             | Second, if I                | ndividual; English a               | nd French version, if            | any, if Corporation)                              | Lessee  | 's GST/HST/QST Regis                        | tration No.:  |  |
| and A        | Address  | 5 (including posta                               | l code)                         |                             |                                    |                                  |   | Name a  | nd Title of Signing Offi                    | Cer (if Corporation)  |  |
|              | 1259 S<br>EDMC   | ONTON HEAV<br>91 ST SW , 2<br>ONTON, AB<br>35862 |                                 | NT RENTA                    | ALS LTD.                           |                                  |   |   |   | 26.0000 - 20,0000   |  |
| Co-l         | Lessee   | 's Full Legal                                    | Name (Last, Fir                 | st and Secon                | d, if Individual; Eng              | ish and French versi             | on, if any, if                                    | Co-Les  | see's GST/HST/QST Re                        | gistration No.:   |  |
| Corpon       | _  |  | cluding postal cod              | e)                          |                                    |                                  |   |   | see's Date of Birth (m/<br>16/1978          | d∕y)  |  |
|              | 10179<br>EDMC  | AMINE JEFFI<br>105 ST NW<br>ONTON, AB<br>151914  | SUITE 505                       |                             |                                    |                                  |   | 3.5   |   |   |  |
| Co-          | Lessee   | 's Full Legal                                    | Name (Lest, Fir                 | st and Secon                | d, if Individual; Eng              | lish and French versi            | on, if any, if                                    | Co-Les  | see's GST/HST/QST Re                        | egistration No.:  |  |
| Corpor       | ation) an  | d Address (in                                    | cluding postal cod              | e)                          |                                    |                                  |   |   | see's Date of Birth (m/                     | d/y)  |  |
|              | 10919<br>EDM0  | CAY MATTHE<br>0 115 ST NW<br>DNTON, AB<br>091629 |                                 |                             |                                    |                                  |   | 07/   | 05/ 1976                                    |   |  |
| Co-          | Lessee   | 's Full Legal                                    | Name (Last, Fir                 | st and Secor                | d, if Individual; Eng              | lish and French versi            | ion, if any, if                                   | Co-Les  | see's GST/HST/QST R                         | egistration No.:  |  |
|              | Corporation) and Address (including postal code)  EDWARDS DANIEL  951 BLACKETT WYND SW DW  EDMONTON, AB T6W1B1  7806991999 |  |                                 |                             |                                    |                                  | Co-Lessee's Date of Birth (m/d/y)<br>12/ 12/ 1972 |   |   |   |  |
| Cana<br>IN C | da ULC<br>LAUSE  | C ("JD Canad<br>1 UPON ANI                       | a") when the<br>D SUBJECT 1     | Dealer as                   | signs (transfer<br>ERMS AND C      | s) this Lease af<br>ONDITIONS SE | ter you sign it. L<br>TOUT HEREIN                 | ESSEE   | AGREES TO LEASE T                           | Dealer and then John Deere HE EQUIPMENT DESCRIBED           |  |
|              | .ease:   | nent Desc  | ription: The                    | e Lessor                    | igrees to lease                    | to you and you                   | agree to lease                                    | the follo   | wing equipment, on the                      | terms and conditions set out in                             |  |
| QTY,         | YEAR   | NEW/USED   | MFR.                            | MODEL                       | EQI                                | JIPMENT (SIZE AND                | DESCRIPTION)                                      |   | POWER TAKE-OFF / NET<br>POWER / HORSEPOWER  | SERIAL NO. OR PRODUCT (DENTIFICATION NO.                    |  |
| 1            | 2013   | New  | JOHN<br>DEERE                   | 544KXD<br>W                 | JOHN DEERE<br>C/W WARRAN           | 544KXDW WHEE<br>TY               | L LOADER  |   |   | 1DW544KZECD649700   |  |
| For t        | he purp  | ose of this L                                    | ease, "Equipr<br>arts and repai | nent" me<br>rs and all      | ans the equipr<br>alterations or l | nent described<br>mprovements th | above and all s<br>nereto and all of              | ubstitution   | ons therefor, all addition<br>seds thereof. | s, accessories and accessions                               |  |
|              |  | ry: Lessee he                                    |                                 | delivery o                  | of the Equipme                     | nt in good                       | 3. Equipme<br>Located At                          |   | Be 1259 91 ST SW<br>EDMONTON, A             |   |  |
| 4. C         | ertific  | ate(s) Of  | Insurance                       | must be p                   | provided prior to                  |                                  |   | ccordan   | ce with clause 17 hereof                    |   |  |
|              |  | Agent  |                                 |                             |                                    |                                  | nce Co.   |   |   | Telephone No.   |  |
| 5. C         | omm  | encement   | Date Of Lo                      | ase (m/                     | uy): <u>05/ 02/ 2</u> 0            | 114                              | 6. Term Of  | Lease:  | This Lease shall be for                     | a term of <u>48</u> months.                                 |  |
|              |  |  |                                 |                             |                                    |                                  | d above, you pr<br>is set out below:              |   | pay the Total Rental P                      | ayment(s) (including applicable                             |  |
| Payi         | nent Fi  | equency: I                                       | Monthly                         |                             |                                    |                                  |   |   |   |   |  |
|              | o. of<br>y'ts.   | Pirst Payment<br>Deta<br>(MAN)                   |                                 | Rental Pa<br>evoluting appl |                                    |                                  | rovincial Tax**<br>ayment)                        | Aş  | plicable Federal Tax**<br>(per payment)     | Rental Payment<br>(notuding applicable laws)                |  |
| _            | 1  | 05/02/201  |                                 |                             | \$0,00                             |                                  | \$0.00  | -   | \$0.00                                      | \$0.00  |  |
|              | 10   | 06/02/201  | 4                               |                             | \$3,805.20                         |                                  | \$0.00  |   | \$190.26                                    | \$3,995.46  |  |
|              |  |  | Please notify                   | us immedia                  | tely at 1001 Champ                 | lain Avenue, Suite 40            | 01, Burlington, Ontario                           | o, L7L 5Z4,   | if your name or address change              | a //  |  |

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box
Original Dealer Copy Customer Copy

CERES751 (R-01/14)

| Rental Payment<br>(including applicable taxes) | Applicable Federal Tax** (per payment) | Applicable Provincial Tax** (per payment) | Rental Payment<br>(excluding applicable taxes)             | First Payment Due<br>Date<br>(m/d/y) | No. of<br>Pay'ts. |  |
|--|--|---|--|--------------------------------------|-------------------|--|
| \$0.00   | \$0.00                                 | \$0.00                                    | \$0.00   | 04/02/2015                           | '3                |  |
| \$3,995.46                                     | \$190.26                               | \$0.00                                    | \$3,805.20   | 07/02/2015                           | 9                 |  |
| \$0.00   | \$0.00                                 | \$0.00                                    | \$0.00   | 04/02/2016                           | 13                |  |
| \$3,995.46                                     | \$190.26                               | \$0.00                                    | \$3,805.20   | 07/02/2016                           | 9                 |  |
| \$0.00   | \$0.00                                 | \$0.00                                    | \$0.00   | 04/02/2017                           | 3                 |  |
| \$3,995,46                                     | \$190.26                               | \$0.00                                    | \$3,805.20   | 07/02/2017                           | 10                |  |
| \$161,827.48                                   | cable taxes):                          | Total Rental Payments (including app      | Rental Payments (excluding applicable taxes): \$144,597.60 |                                      |                   |  |

"Tax rates are subject to change based on rates in effect on the payment due dates.

- 8. Hours Of Use shall not exceed 0 hours per year. Hours in excess of this number will be charged at \$ 0.00 per hour plus all applicable taxes.
- 9. Option To Purchase: If Lessee is not in default of any of the terms or conditions of this Lease and has given not less than 60 days and not more than 90 days prior written notice, then Lessee shall have the OPTION TO PURCHASE the Equipment on an "as is, where is" basis for the price of \$1.00 plus all applicable taxes, at the expiration of the 48 month of the Term of Lease noted above. Upon receipt of such notice, Lessor shall invoice Lessee for the option price and all amounts outstanding under the Lease, and transfer title to the Equipment to Lessee upon receipt of payment in full of such invoice. The Equipment must be inspected and certified as mechanically fit at Lessee's own expense as required by law.
- 10. Return of Equipment: At the expiration or earlier termination of this Lease, Lessee shall deliver the Equipment, at its own expense to Lessor at such address as may be designated by Lessor. The Equipment shall be returned in as good condition and working order as when delivered to Lessee, reasonable wear and tear only excepted, and free from liens, charges, security interests, encumbrances, hypothecs, claims and legal processes of creditors of any nature whatsoever (collectively, "Encumbrances"). Lessor shall be the sole judge of the condition of the Equipment. Lessee agrees to pay to Lessor the cost of repairing or restoring the Equipment in accordance with the provisions hereof and the cost of discharging any Encumbrances.
- 11. Extension of Lease Term: At the end of the original term of the Lease, subject to the prior written consent of Lessor, Lessee shall have the option to extend the term of the Lease on a month to month basis. During the extended term of the Lease, if any, or if the Equipment is not returned in the condition extend the term of the Lease on a month to month basis. During the extended term of the Lease in the Education in the Educati payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
- 12. Lease and Term: Lessor hereby leases to Lessee and Lessee hereby agrees to lease from Lessor the Equipment. This Lease shall begin on the Commencement Date of Lease specified in clause 5 and shall continue for the Term of Lease indicated in clause 6. If unspecified, Lessor is hereby authorized to insert such date and term in clauses 5 and 6.
- 13. Loading of Equipment: Lessee is responsible for and shall pay all costs and expenses to load, haul, ship, and unload the Equipment. Lessee hereby authorizes Lessor to insert in clause 1 information necessary or advisable to accurately describe and identify the Equipment.
- 14. Payments: Payments set out above represent payments solely for use of the Equipment (including applicable fees) from Commencement Date and throughout the Term of Lease and any extension or renewal term as set out in paragraph 11. Maintenance fees in respect of the Equipment are expressly exclutted from the payments set out above, and do not form part of this Lease. Lessee shall pay each rental payment and all other applicable charges and taxes provided for herein to Lessor in advance, commencing on the Commencement Date of Lease and thereafter on the dates set out in clause 7. Rental payments shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession of the Equipment by Lessor or for any other reason whatsoever. Delinquent payments shall bear interest ("Default Interest") at a rate of twenty-four per cent (24%) per annum. Default Interest shall be calculated on a daily basis and compounded monthly. If a cheque is returned because of insufficient funds, Lessee will pay JD Canada an administration fee of \$25 per occurrence. At the end of the Term of Lease, Lessor will not charge or refund a difference of less than \$25 resulting from an underpayment or overpayment of Lessee's obligations under this Lease.
- 15. No Warranty, Etc.: Lessee acknowledges that there are no representations, warranties, terms, conditions or collateral agreements, written or oral, express or implied, statutory or otherwise, on the part of the Lessor with respect to the ownership, quality, condition, merchantability or fitness for any particular purpose of the Equipment. If the Equipment does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, Lessée shall make any claims solely against the supplier or manufacturer and shall nevertheless make all rental payments required herein. Lessee's obligations hereunder to Lessor will in no way be affected by any seller's, distributor's or manufacturer's representations, warranties or guarantees with respect to the Equipment, express or otherwise, which may exist in Lessee's favour. Lessor will assign to Lessee, solely for the purpose of making and prosecuting such claim, all of the rights Lessor has against any seller, distributor or manufacturer of the Equipment for breach of representations, warranties or guarantees with respect to the Equipment.
- 16. Use, Maintenance and Repairs: Lessee shall cause the Equipment to be operated only by qualified, competent and licensed, if required by law, persons and in accordance with the manufacturer's instructions and prudent practice. Lessee shall, at its own cost and expense, keep the Equipment in good repair, condition and working order, and shall furnish all parts, mechanisms, devices and service and provide fuel, oil, lubricants and replacement parts required for the Equipment. Lessee shall keep repair records and promptly report any substantial damage to the Equipment and all damage to structural components to Lessor, Lessee may not make any repairs affecting the structural components of, or any alterations, additions or improvements to the Equipment without prior written approval of Lessor. Lessee may not alter Equipment markings or permit rough usage of the Equipment. Lessor is not responsible for any repairs of, service to, or defects in the Equipment or its operation. Lessor shall have the right, but not the obligation, to service the Equipment. Lessor may from time to time during regular business hours enter upon Lessee's premises or elsewhere to inspect the Equipment and Lessee's pertaining to the Equipment.
- 17. Risk of Loss and Insurance: Lessee hereby assumes the entire risk of loss, damage or interruption or loss of use of the Equipment, in whole or in part, whether or not insured against from the date hereof until the later of the expiration of this Lease and the return of the Equipment. Lessee shall immediately for the benefit of Lessor and in the name of Lessor, insure and keep the Equipment insured during the continuance of the Term of Lease and any extension or renewal term, and in any event until the Equipment is returned to Lessor, against all risks of physical loss or damage, and liability to others, and such other risks and in such amounts as Lessor reasonably may require to the full insurable value of the Equipment with an insurance company approved of by Lessor. Lessee shall pay all premiums necessary for such purposes, as the same shall become due. Loss, if any, is payable to Lessor. Lessee may not do or suffer anything whereby any such policies may be vitiated. Lessee shall assign and deliver over unto Lessor, at the place where the rental payments are payable, the policy or policies of insurance, and receipts for premiums paid, with respect to the Equipment. If Lessee neglects to keep the Equipment or any part of it insured as aforesaid, or pay premiums or deliver receipts therefor, then Lessor may insure the Equipment as Lessor may deem expedient, and all monies expended by Lessor with Default Interest, computed from the time or times of advance, shall be repaid by Lessee to Lessor on demand. Evidence of the renewal of such insurance shall be produced to Lessor at the place where the rental payments are payable at least three (3) weeks before the termination thereof or Lessor may

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provide therefor at Lessee's expense. Lessor may require any insurance to be cancelled and new insurance to be effected with a company to be named by it. Lessor shall have priority to all insurance on the Equipment whether effected under this covenant or not, and shall have the right to require that all monies received on any insurance be applied as provided in clause 18. Upon any loss or damage to the Equipment, Lessee shall immediately furnish at its own expense all the necessary proofs and do all necessary acts to obtain payment of the insurance monies. The foregoing covenants and provisions as to insurance shall apply to all the Equipment whether now or hereafter included in the Lease.

18. Destruction of Equipment: If any of the Equipment is totally destroyed, Lessee's liability to pay rent therefor may be discharged by paying to Lessor: (i) all rent and other amounts due and unpaid at the time of such destruction, plus (ii) an amount equal to the sum calculated under clause 23 (d) (l) (B) and (C), less (iii) the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage, plus (iv) interest at the Prime Rate plus 2% per annum on the net outstanding balance from time to time of the amount set out in (i) plus (ii) less (iii) (but only crediting for recoveries from the date(s) of receipt by Lessor) from the date of such destruction to the date of payment in full of amounts due under this clause. The total or partial destruction of any of the Equipment, or total or partial loss of use or possession of the Equipment to Lessee, shall not release or relieve Lessee from the duty to pay rent due under this Lease except as provided in this clause.

19. Taxes/Liens: Lessee shall promptly pay all taxes, assessments and other government charges levied or assessed upon the interest of Lessee in the Equipment, on the use or operation of the Equipment, and on the earnings arising therefrom during the Term of Lease. Lessee shall pay or reimburse Lessor for all taxes levied or assessed against and paid by Lessor on account of its ownership of the Equipment, the rent provided for under this Lease, or the earnings arising as a result of this Lease, other than any taxes based on net income of Lessor. Lessee shall keep the Equipment free and clear of all Encumbrances, which may now or hereafter be imposed upon Lessor by virtue of the ownership, leasing, rental, possession or use of the Equipment. Lessee shall provide Lessor with a copy of any notice, which Lessee receives regarding any adverse claim by a third party to the interest of Lessor.

20. Title: Title to the Equipment shall at all times remain in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, the title of Lessor from and against all Encumbrances, and keep all the Equipment free and clear of and from all such Encumbrances. The Equipment is and shall remain personal or movable property and shall not be deemed part of any realty or immovable even though affixed, attached or joined thereto and whether placed on a permanent foundation or not. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor's interest. Subject only to exercise by Lessee of its option in clause 9, no right, title or interest in the Equipment shall transfer to Lessee other than the right to possess and use the Equipment in accordance with the terms and conditions hereof. Lessee may not sell or dispose of the Equipment or any part thereof during the Term of Lease or any extended term. Subject only to exercise by Lessee of its option in clause 9, Lessee does not have the right to become owner of the Equipment upon expiration of the Term of Lease or any extension thereof and shall have no right to purchase or otherwise acquire ownership of the Equipment at any sale.

- 21. Indemnification: Lessee shall indemnify and save Lessor, its agents, employees, successors and assigns, harmless from and against all losses, costs, expenses, damages, actions, suits, proceedings, liabilities, third party liabilities, personal injuries, indirect, special and consequential damages, property loss and damage, however caused, including reasonable legal fees and expenses (collectively, "Losses") paid, payable, incurred or suffered by Lessor arising out of, related to, or caused by this Lease, the Equipment or its use. Lessee shall not be entitled to recover any indirect, special or consequential damages from Lessor, which Lessee may suffer arising out of, related to, or caused by this Lease, the Equipment or its use. This indemnification shall be effective from the date hereof and shall survive expiration or termination of the Lease, and return or purchase of the Equipment, with respect to Losses arising, or as a result of events, acts or omissions for which Lessee is responsible or liable to Lessor, occurring during the Term of Lease and any extended term.
- 22. Events of Default: The occurrence of any of the following events shall constitute an event of default under this Lease: (a) Lessee fails to pay promptly when due, whether by acceleration or otherwise, any amount owing to Lessor hereunder; (b) Lessee fails to observe or perform any of Lessee's other obligations hereunder or breaches any of the covenants, terms, or agreements herein or in any other agreement of any kind between Lessee and Lessor or Lessor's assignees either before or after the entering into of this Lease; (c) Lessee commits or threatens to commit an act of bankruptcy or ceases or threatens to cease carrying on business as a going concern, or a proceeding in bankruptcy, receivership, insolvency, reorganization or winding-up is instituted by or against Lessee or any of its property or any compromise or arrangement between Lessee and any of its creditors is proposed or sought; (d) Lessee overtaxes, overloads, misuses, damages, destroys or abuses the Equipment or uses it for any illegal purpose; (e) Lessee attempts to remove the Equipment outside the jurisdiction or jurisdictions set out in clause 3; (f) execution or other process of any court becomes enforceable against Lessee or any of its property or distress or analogous process is levied upon all or any part of Lessee's property or the Equipment; or (g) all or a material part of Lessee's property is sold or Lessee enters into a sale in bulk within the meaning of an applicable bulk sales law or a sale of an enterprise within the meaning of the Civil Code of Quebec.
- 23. Remedies: Upon the occurrence of an event of default or if Lessor, acting commercially, reasonably believes that the ability of Lessee to pay or perform any term hereof is impaired or that the Equipment is in danger of being lost, damaged or confiscated, Lessor may, in its sole discretion and without limitation to any of its other rights and remedies hereunder or at law or equity, terminate this Lease under or subject to applicable law and exercise any one or more of the

(a) take possession of the Equipment without demand or notice, wherever the same may be located, without any court order or other process of law (Lessee hereby waiving any and all damages occasioned by such taking of possession), and sell, lease or otherwise dispose of the Equipment for such consideration

and upon such terms and conditions, including deferred payment, as Lessor may deem fit;

at its option, in the name of and as the irrevocably appointed agent and attorney for Lessee (which appointment Lessee hereby confirms), and without terminating or being deemed to have terminated this Lease, take possession of the Equipment and proceed to lease or sublease the Equipment to any other person on such terms and conditions, for such rental and for such period of time as Lessor may, acting reasonably, deem fit and receive such rental and hold the same (all such rental hereby being assigned to Lessor by Lessee for such purpose) and apply the same against any monies expressed to be payable from time to time by Lessee hereunder;

do all acts and make all expenditures which are, in Lessor's opinion, desirable arising from such default or to cure, remedy the same or to mitigate the effects thereof in whole or in part, and Lessee shall forthwith upon demand reimburse Lessor for any and all expenditures with Default Interest thereon;

(d) accelerate and declare immediately due and payable liquidated damages under this Lease which as between the parties hereto shall be conclusively deemed to be a genuine, pre-estimate of the damages suffered by Lessor in the circumstances and not a penalty and which liquidated damages shall be

(i) the aggregate of (A) all rent and other amounts due and unpaid to the date of demand under this subparagraph (d) (the "Acceleration Date"); (B) the present value as at the date of demand of all future, unpaid rentals and other scheduled payments, if any, in respect of the unexpired original Term of Lease and any extension thereof, including any such amounts that would become owing hereunder but for any termination of this Lease; and (C) the present value as at such date of Lessor's expected value of the Equipment at the end of the original Term of Lease or such period of extension, as applicable, as determined by Lessor in its sole discretion at the commencement of the Term of Lease or any extension thereof; less

(ii) the net proceeds of the sale, lease or other disposition of the Equipment after deduction of Lessor's cost of disposition provided that if Lessor has not sold, leased or otherwise disposed of the Equipment at the time of any proceeding to recover such liquidated damages, there shall be no deduction, but Leasor shall, upon the sale, lease or other disposition of the Equipment, refund to Lessee forthwith an amount equal to the deductions that would have

been made but for this provision; plus

Interest at the Default Interest rate on the net outstanding balance from time to time of the amount of (I) less (II) (but only crediting for net proceeds in (iii) from the date(s) of receipt by Lessor) from the Acceleration Date to the date of payment in full of such liquidated damages. In each case, present value is to be determined by discounting all required amounts at an annual rate equal to the lesser of (i) 2% per annum, and (ii) the Prime Rate in effect on the date as at which a valuation is to be determined less 4% per annum.

If Lessor has recourse to the services of a solicitor to enforce any right under this Lease, Lessor's solicitor and client costs shall be paid on demand by Lessee to Lessor. Lessee acknowledges that calculation of the amount of pre-estimated liquidated damages is based upon the fact that Lessor acquired and leased the Equipment to Lessee at its request and that Lessor expected a minimum return from the transaction based upon, among other things, the purchase cost of the Equipment, the rentals, the Term of Lease and expected value of the Equipment as anticipated by Lessor at the end of such Term. To the extent permitted by law, Lessee waives the benefit of any statute, which restricts Lessor's enforcement right to the recovery of money due and owing under the Lease, to taking possession of the Equipment, or to the choice between such recovery and taking possession. Where such a waiver is effective, taking possession of the

| Please notify us immediately at 1001 Champiain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4, if your name or address changes. | 11        |
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| (1) Print one copy; (2) Obtain signatures; (3) Photocopy tw/ce; (4) Check applicable box   |           |
| Original Dealer Copy Customer Copy   | Pane 3 rd |

Equipment, its surrender, or its subsequent sale, shall not affect and shall not be affected by Lessor's rights to sue Lessee, Lessee's guaranter or indemnitor, for money due and owing hereunder. Lessee hereby waives as applicable and to the extent permitted by law, the benefit of the provisions of *The Limitation of Civil Rights Act* (Saskatchewan), as amended, modified, replaced or substituted from time to time. These statutory provisions shall have no application to this Lease. Lessee acknowledges that the fulfillment of all of its obligations under this Lease is a condition in consideration of which the Term has been granted by Lessor to Lessee.

- 24. Notice of Changes and Licensing: Lessee shall notify Lessor immediately of any change to Lessee's name or any change of location of Equipment from Lessee's address set out above. Lessee may not use or transport the Equipment outside the jurisdiction or jurisdictions set out in clause 3 without Lessor's prior written consent, which consent may not be withheld unreasonably. Throughout the Term of Lease and any extended term, Lessee shall license the Equipment wherever necessary in Lessor's name, maintain such licensing in good standing, and provide Lessor with evidence of such licensing upon request by Lessor.
- 25. Registration of Interest: Lessor shall have the right to file or register notice of this Lease, this Lease or copy thereof wherever Lessor deems it to be appropriate and may do so without prejudice to its position as Lessor under this Lease. Lessee waives any right it may have to receive a copy of any financing statement, financing change statement, verification statement, or similar document registered in connection with this Lease or any amendment, supplement, renewal or replacement thereof.
- 26. Financial Statements: Lessee shall deliver its audited financial statements, if any, within 120 days of each fiscal year end of Lessee and unaudited financial statements within 60 days of the expiry of each semi-annual period upon request of Lessor.
- 27. Obligation Absolute: This Lease is irrevocable and may not be cancelled or terminated except as expressly provided for herein. Lessee's obligations hereunder are absolute and unconditional. Lessee shall perform same without any deduction, defense, counterclaim, compensation, or set-off and without demand therefor. Without limiting the generality of the foregoing, Lessee's obligations hereunder shall continue in full force and effect regardless of the inability of Lessee to use the Equipment for any reason whatsoever, including without limitation, wear and tear, act of God, force majeure, government regulations, strike, loss or damage, obsolescence or Equipment failure.
- 28. Assignments: Lessee may not assign this Lease or its interest hereunder or enter into any rental with respect to the Equipment or any part thereof without the prior written consent of Lessor and the completion of additional documents JD Canada may require. Except in Quebec, in the event that any Equipment so rented may be inventory, as defined in the Personal Property Security Act (the "PPSA"), Lessee will take all necessary action to maintain a first ranking security interest in the Equipment and any rental agreements thereof, including effecting registrations under the PPSA where required. This Lease is entered into with a view that it will be assigned immediately by Dealer to JD Canada and may be further assigned by JD Canada. Lessee hereby consents to the assignment of this Lease to JD Canada or any other assignee.
- 29. Grant of Security. Except in Quebec, as security for the payment and performance of all Lessee's present and future obligations to Dealer, JD Canada and any affiliate of JD Canada hereunder and under any other lease, instalment sale contract, instalment lease or other agreement or instrument to which Lessee is a party or by which Lessee is bound, which the Dealer has now assigned or hereafter assigns to JD Canada or any affiliate of JD Canada, whether contingent or otherwise, Lessee hereby grants, assigns, conveys, transfers, pledges, hypothecates, charges and otherwise grants a security interest to and in favour of JD Canada, in (i) the Equipment, wherever located, and whether or not characterized as "inventory" for the purposes of the PPSA, (ii) all attachments, accessions, additions to and substitutions for, and property acquired by you as trade-ins for the Equipment, (iii) all Lessee's rights, title and interest in, to and under any and all rental agreements, instalment sale contracts, instalment leases or similar agreements entered into by you relating to the rental, sale, resale or other disposition of the Equipment, together with the benefits, rights and remedies thereunder, including without limitation, the right to receive all rentals and other monles now or hereafter due or to become due pursuant thereto, the right to receive the proceeds of insurance pursuant thereto, and all other rights, powers and privileges granted therein and the monies payable thereunder, (iv) all debts, accounts, claims, money, choses in action and demands arising from the rental, sale, resale or other disposition of the Equipment, (v) all returns or repossessions of the Equipment, and (vi) all proceeds of the above, including without limitation, any claims by Lessee against third parties for loss or damage to or destruction thereof and all present and after-acquired personal property acquired using any proceeds.
- 30. Additional Defined Term: For the purposes of this Agreement, "Prime Rate" means the rate of interest established by The Toronto-Dominion Bank from time to time as a reference rate for determining interest rates on Canadian dollar commercial loans made by such bank in Canada and commonly referred to as such bank's prime rate. Such rate shall be a floating rate and any change in such rate shall be effective on the date such change is established by such
- 31. Privacy: In this clause "you" and "your" mean Lessee and Co-Lessee, if any, and "we", "us" and "our" mean JD Canada. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"): (a) to assess your creditworthiness; (b) to extend credit to you; (c) to verify your identity and service and collect your account; (d) to initiate, maintain and develop our business relationship with you in connection with offering and servicing of products, services and credit; (e) to establish your eligibility for special offers and discounts; (f) to monitor your purchasing history; (g) to build credit score cards for our business; (h) to comply with applicable law; and (l) for the promotional purposes described below. We and our affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from us, our affiliates and/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry suppliers, insurance providers and other third party suppliers), including by means of direct marketing. We and our affiliates may also disclose your non-sensitive personal information (e.g. name and mailing address) to suppliers so that they can send you promotional materials directly. If you do not want us to disclose your non-sensitive personal information to suppliers for promotional purposes in this manner and/or if you do not want us to disclose your non-sensitive personal information to suppliers for promotional purposes at any time call us at 1-800-321-3766 or write to us at the address below.

You authorize us and our affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and John Deere Financial Multi-use Account merchants) and the above mentioned suppliers and, in assessing your creditworthiness and extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form. We and our affiliates reserve the right to assign your agreement and your account to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assignees and to the collection, use and disclosure of your personal information by them as required to service and collect your account and to give effect to the assignment of your agreement and your account to them. You are not required to provide social insurance numbers to us but if you do, they will be used to match credit bureau information and to verify your identity. We and our affiliates may retain your information in our records for so long as it is needed for the Purposes above. Your consent remains valid after termination of our relationship with you. The consent you grant herein is valid regardless of whether credit is offered or extended to you by us. Affiliates include without limitation John Deere Financial Inc. For a copy of our privacy policy you may call or write to the Chief Privacy Officer at John Deere Financial Inc., 1001 Champlain Avenue, Sulte 401, Burlington, Ontario, L7L 5Z4.

32. Miscellaneous: This Lease together with any return provisions provided with this Lease constitutes the entire agreement between the parties with respect to the Equipment described above. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, oral or written, express or implied, collateral, statutory or otherwise, relating to the Equipment except as herein provided. Any modification, amendment, change or alteration to the terms of this Lease shall not be effective and binding on JD Canada unless the same is in writing and signed by JD Canada. No term, covenant or condition of this Lease can be waived except by written consent of JD Canada. Lessee shall execute and deliver to Lessor, upon Lessor's request, such instruments and assurances as Lessor deems necessary or advisable to give effect to this Lease. At Lessor's request, Lessee shall request and obtain all consents required in connection with any aspect of the Equipment. Any notice required or permitted hereunder may be given by delivering the same to the party to receive the same or by mailing to such party at the address set forth herein or such other address as such other party may notify the other in writing. Such notice shall be deemed to have been given on the date of delivery, if delivered, and on the business day three days following the date of mailing, if mailed. If more than one Lessee is named in this Lease, the liability of each shall be joint and several and in Quebec solidary. This Lease shall be governed by and

| Please notify | us immediately at 100 | 1 Champtain Avenue, Suits 40 | 1, Burlington, Ontario, L7L 52 | 4, if your name or address changes. |
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| (1) Print one copy; (2) Obtain | signatures; (3) Photocopy | twice; (4) Check applicable box                |
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construed in accordance with the laws of the jurisdiction in which Lessor's above office is situated. Provisions of the Lease, which contravene the applicable law of any jurisdiction, are severable and void to such extent. Lessee acknowledges executing and receiving a fully executed copy of this Lease. Lessee hereby authorizes Lessor to give a copy of this Lease to each existing guarantor and to any subsequent guarantors, together with copies of all amendments, modifications or supplements hereto. Time is of the essence of Lessee's obligations. Lessee warrants that Lessee is engaged in an industrial or commercial enterprise and that Lessee intends to use the Equipment primarily in its business. Lessee consents and agrees that Lessee's telephone conversations with Lessor may be recorded to improve Lessor's customer service.

THE PARTIES EXPRESSLY AGREE AND REQUEST THAT THIS LEASE AS WELL AS ALL DOCUMENTS AND NOTICES ISSUED HEREUNDER OR RELATING HERETO BE IN ENGLISH. LES PARTIES ONT EXPRESSÉMENT EXIGÉ QUE CE CONTRAT CRÉDIT-BAIL AINSI QUE TOUS DOCUMENTS ET AVIS ÉMIS EN VERTU DE CELUI-CI OU S'Y RATTACHANT

SOIENT EN ANGLAIS. The terms and conditions above and any schedules or attachments form part of this Lease and are binding on the parties. Lessee acknowledges that it has read this Lease, the terms and conditions set forth above and any schedules or attachments (collectively and as amended, renewed, extended, supplemented or modified from time to time, the "Lease"). Subject only to exercise by Lessee of its option in clause 9, under no circumstances does Dealer have the right or authority to agree with Lessee that Lessee may purchase or otherwise acquire ownership of the Equipment at any time during or upon expiration of the term or any extension thereof or to amend the terms and conditions of the Lease. Lessee acknowledges that any such agreement shall be null

Lessee's Signature

Co-Lessee's Signature

Co-Lessee's Signature

Lessor's (Dealer's) Signature

Dated (m/d/y)

May 2, Zoly

Please notify us Immediately at 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4, if your name or address changes:

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box

Original Dealer Copy Customer Copy

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# FIXED RATE INSTALMENT CONTRACT --

This addendum is attached to and forms part of the Fixed Rate Instalment Contract – Security Agreement for Construction and Forestry No. 422523 (the "Agreement")

BETWEEN BRANDT FRACTOR LTD.(the "Seller" (Dealer))

and EDMONTON HEAVY EQUIPMENT RENTALS LTD. (the "Buyer")

and JEFFERY JAMES JESSAMINE

and MATTHEW MACKAY

and DANIEL EDWARDS (the "Co-Buyer"), if any

Notwithstanding any of the provisions of the Agreement, each of the Buyer. Co-Buyer (if any), Seller named above and John Deere Canada ULC ("JD Canada") acknowledges and agrees that this Addendum forms part of the Agreement to which this Addendum is attached.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- 1. Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement. In this Addendum the Buyer and Co-Buyer, if any, are referred to collectively as the "Buyer".
- The provision under the heading "Assignment" is deleted in its entirety and replaced with the following:

Use by Related Entities, Assignment: (a) Buyer may, with prior written notice to JD Canada, permit any property to be used or operated by any of Buyer's present or future subsidiaries, parents or affiliates (each a "Related Entity"). In the event that any property so used or operated may be Inventory as defined in the Personal Property Security Act (the "PPSA"). Buyer will take all necessary action to maintain a first ranking security interest in the property and any arrangement relating to such use or operation, including effecting registrations under the PPSA where required. Buyer agrees that notwithstanding any such use or operation: (i) at all times, all property remains subject to the terms and conditions of this Agreement; (ii) JD Canada shall have ownership in and title to the property; (iii) no Related Entity or any other party shall be provided with any right, title or interest in or option to purchase the property nor any right to permit any further use, operation or rental of the property by or to any other party; (iii) any arrangement for a Related Entity to use or operate property shall not extend beyond the Term of this Agreement; (iv) Buyer agrees to provide JD Canada with such information about the property and any Related Entity as JD Canada may require from time to time; and (v) JD Canada or its agents may at any time and from time to time examine the property and Buyer shall procure reasonable access to the property for such purpose. (b) By signing this Agreement, Seller automatically assigns all Seller's rights and benefits in and under this Agreement and all payments due or to become due under this Agreement to JD Canada and Buyer acknowledges such assignment. (c) Buyer waives further notice of such assignment. (d) JD Canada, and its assignees, may assign any of its rights and benefits in and under this Agreement or any payments due or to become due under this Agreement or its right, title and interest in and to the property, in whole or in part to any person without any notice to Buyer. (e) Buyer may not assign this Agreement. (f) Buyer agrees that its obligation to make payments will not be affected by any dispute that may arise between Buyer and Seller. (g) Unless prohibited by applicable law. Buyer shall not use any such claims against Seller as a defence, set-off, compensation or counterclaim against any efforts by JD Canada or its assignee(s) to collect all Buyer owes under this Agreement or to repossess the property.

| 3. | The provision | under the | heading"Privacy" | is | deletea | m | its | entiret | y |
|----|---------------|-----------|------------------|----|---------|---|-----|---------|---|
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| Except as specifically amended by this Adderdum, all terms and and effect | I conditions of the Agreement shall continue in full force |
|---|--|
| EDMONTON HEAVY EQUIPMENT DENTAL   | BRANDT TRACTOR LTD.  |
|   | (Mh)   |
| Ву:   | By:  |
| Date: /   | Date:  |
| 7//////   |  |
| JEFFERY JAMES JESSAMINE   | Date:  |
| MATTHEW MACKAY M  | Date.  |
| DANIEL EDWARDS  | Date Justi 6/2014  |
| AV T  |  |
| JOHN DEERE CANADA ULC   | - Carl   |
| AARON LUCAS   |  |
| Date: MANAGER, DREDIT-  |  |

# Government of Alberta ■

# Personal Property Registry Verification Statement

Page 1 of 3

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WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. P158)

P158) 10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone II: 780 483 8211 Reference II: 526853

|               |                     | Security                | y Agreement        |                            |                  |
|---------------|---------------------|-------------------------|--------------------|----------------------------|------------------|
| Control #:    | F03104051           | Registration Date:      | 2014-Mar-31        | Registration #:            | 14033112663      |
| Financing     | Change Staten       | nent                    |                    |                            |                  |
| Use this ser  | ction to Renew or   | Discharge this Registra | ition. Note before | e returning, make a pl     | notocopy for     |
| Place an (X   | ) in the appropriat | e box                   |                    |                            |                  |
|               | Renew for:          | (1-25 years)            |                    |                            | v                |
| <u>QR</u> Ren | ew for Infinity:    |                         |                    |                            |                  |
| To            | tal Discharge :     | Discharge perm          | anently remove     | s <u>ALL</u> record of the | registration(s). |
|               | Person Authorized   | I to Authorized Sign    | 10110110           | Code & Refe                | rence #:         |
|               |                     |                         |                    |                            |                  |



# Government of Alberta

## **Personal Property Registry Verification Statement**

Page 2 of 3

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Control #: F03104051

Registration Date: 2014-Mar-31

Registration #: 14033112663

The Registration Term is 6 Years

This Registration Expires at 11:59 PM on 2020-Mar-31

#### Debtor(s)

#### **Block**

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1 1259 91 ST SW

EDMONTON, AB T6X1E9

#### Block

JESSAMINE, JEFFERY, JAMES 10179 105 ST NW SUITE 505 2 EDMONTON, AB T5J3N1

#### Block

MACKAY, MATTHEW 10919 115 ST NW EDMONTON, AB T5H3L3 3 ...

#### **Block**

EDWARDS, DANIEL 951 BLACKETT WYND SW DW 4 EDMONTON, AB T6W1B1

#### Secured Party / Parties

#### **Block**

JOHN DEERE FINANCIAL INC. 1 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4

#### Collateral: Serial Number Goods

Category <u>Year</u> Make and Model **Block** Serial Number

1DW544KZECD649700 JOHN DEERE 544KXDW MV - Motor Vehicle 2013 1

The Serial Number did not match with the Edit. Please perform a visual check.

#### Collateral: General

# Government of Alberta ■

# Personal Property Registry Verification Statement

Page 3 of 3

# Block Description ONE JOHN DEERE 544KXDW 4WD LOADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

**End of Verification Statement** 

This is Exhibit "E" referred to in the Affidavit of Sworn before me this \_\_\_\_\_\_ day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Decre Financial Inc. Expires July 16, 2015.

## **COMMERCIAL LEASE AGREEMENT**

(With Purchase Option)

NOTE: ALL LESSOR'S RIGHTS AND BENEFITS UNDER THIS LEASE, AND ALL LESSOR'S INTEREST IN THE PROPERTY HAVE BEEN ASSIGNED TO JOHN DEERE CANADA ULC

225348

JDCI account number (for internal use only): 00-0249307-005

|  |                                  |  |   |   |  |   |                                      |                               |   | 346 758 RT / 89492 5288 RT<br># 101 <u>5119604 / 1021008431</u>  |
|--|----------------------------------|--|---|---|--|---|--------------------------------------|-------------------------------|---|--|
| Less   | or's (D                          | ealer's) Full  | Legal Name                                      | and Addr                                    | 088 (including pos                                 | (al code)   |                                      |                               | 's (Dealer's) No.:  |  |
| BRANDT TRACTOR LTD.<br>10630 176 STREET<br>EDMONTON, AB T5S1M2<br>7804846613 |                                  |  |   |   |  |   |                                      | Lessor                        | 6413<br>'s (Dealer's) GST/HST/QS<br>9544779   | T Registration No.:  |
| 400  |                                  |  | ΠΘ (Lest, First an                              | d Second, if I                              | ndividual; English ar                              | nd French version, if                               | any, if Corporation)                 | Lessee                        | 's GST/HST/QST Registra   | tion No.:  |
|  |                                  | (including postal  |   |   |  |   | \$                                   | Name a                        | and Title of Signing Office   | F (if Corporation)   |
|  | SPRAG<br>3051 F<br>EDMO<br>78046 | GUE-ROSSE<br>PARSONS RUNTON, AB<br>35862   | R CONTRAC<br>NW<br>T6N1C8                       |   |  | 1011  | Manager and and                      |                               | F.Jes Soumine , P   | Dealer and then John Deere   |
| Canac<br>IN CL   | ia ULC<br>AUSE                   | ("JD Canada<br>1 UPON AND  | a") when the<br>SUBJECT 1                       | Dealer as                                   | signs (transfers<br>ERMS AND CO                    | b) this Lease at<br>DNDITIONS SE                    | ter you sign it. I<br>T OUT HEREIN   |                               | AGREES TO LEASE THE   | EQUIPMENT DESCRIBED  |
| 1. Ed<br>this Le   |                                  | nent Desc  | ription: The                                    | e Lessor a                                  | igrees to lease                                    | to you and you                                      | u agree to lease                     | the folio                     | wing equipment, on the ter  | ms and conditions set out in   |
| QTY.   | YEAR                             | NEW/USED   | MFR.  | MODEL                                       | EQU  | IPMENT (SIZE ANI                                    | D DESCRIPTION)                       |                               | POWER TAKE-OFF / NET<br>POWER / HORSEPOWER  | SERIAL NO. OR PRODUCT IDENTIFICATION NO.   |
| 1  | 2010                             | Used   | JOHN<br>DEERE                                   | 350DLC                                      | JOHN DEERE 3                                       | 50DLC EXCAVA  | TOR                                  |                               |   | 1FF350DXJA0806846  |
| For th   | e purp                           | ose of this L  | ease "Fouing                                    | ment" mea                                   | ans the equipmatterations or in                    | nent described<br>nprovements the                   | above and all s<br>hereto and all of | ubstitution                   | ons therefor, all additions, eeds thereof.  | accessories and accessions   |
| 2. De  | eliver                           | A CONTRACTOR OF THE PARTY OF TH | ereby accepts                                   |   | of the Equipmen                                    |   | 3. Equipme<br>Located At             | ent Wil                       |   |  |
| De   | <u>na</u>                        | Bosar<br>Agent   | <u> </u>  | E   | oster '  | Perk B  | askett<br>ince Co.                   |                               |   | 0-930-4394<br>Telephone No.  |
|  |                                  |  |   |   | dy): <u>11/21/20</u>                               |   |                                      |                               | : This Lease shall be for a t   | ment(s) (Including applicable  |
| taxes  | ) from 1                         | the Commen   | cement Date                                     | of Lease t                                  | hroughout the                                      | Term of Lease                                       | as set out below                     |                               |   |  |
| Paym   | ent Fr                           | equency:   | Monthly   |   |  |   |                                      |                               |   | 1000   |
| No.<br>Pay   |                                  | First Payment<br>Date<br>(m/dy)  |   | Rental Pa<br>(excluding appli               | yment<br>cable taxes)                              | Applicable F  | Provincial Tax**<br>payment)         | A                             | pplicable Federat Tax**<br>(per payment)  | Rental Payment<br>(Including applicable taxes)   |
| 2  | 2                                | 11/21/201  | 1   |   | \$7,489.02   |   | \$0.00                               |                               | \$374.45  | \$7,863.4  |
| 3  | 3                                | 01/21/201  | 2   |   | \$0.00   |   | \$0.00                               |                               | \$0.00  | \$0.0  |
|  | -                                | 04/21/201  | 2   |   | \$7,489.02   |   | \$0.00                               |                               | \$374.45  | \$7,863.4  |
| 3  | 3                                | 01/21/201  | 3   |   | \$0.00   |   | \$0.00                               |                               | \$0.00  | \$0.0  |
| 9  | 9                                | 04/21/201  | 3   |   | \$7,489.02   |   | \$0.00                               |                               | \$374.45  | \$7,863.4  |
|  | 3                                | 01/21/201  | 4   |   | \$0.00   |   | \$0,00                               |                               | \$0,00  | \$0.0  |
| -  | ,                                | 04/21/201  | 4   |   | \$7,489.02   |   | \$0.00                               |                               | \$374.45  | \$7,863.4  |
| Total  | Rental                           | Payments (exc  | luding applicable I                             | taxes):                                     | \$202,203.54                                       | Total Rental Pa                                     | yments (including a                  | ppilcable ta                  | Exes):  | \$212,313,6  |
|  |                                  |  |   |   | payment due dates                                  |   |                                      |                               |   |  |
|  |                                  |  |   |   |  |   | is number will be                    | charge                        | d at \$ 0.00 per hour plus all  | applicable taxes.  |
| 90 da<br>appli<br>price  | ays price cable to and a         | or written not<br>axes, at the o   | ice, then Lessexpiration of to<br>outstanding u | see shall i<br>he <u>36</u> moi<br>nder the | have the OPTI<br>nth of the Term<br>Lease, and tra | ON TO PURCI<br>of Lease note<br>insfer title to the | HASE the Equiped above. Upon I       | ment on<br>receipt o<br>Lesse | an "as is, where is" basis<br>if such notice, Lessor shall<br>a upon receipt of payment | in 60 days and not more that for the price of \$1,00 plus a invoice Lessee for the option in full of such invoice. The |

10. Return of Equipment: At the expiration or earlier termination of this Lease, Lessee shall deliver the Equipment, at its own expense to Lessor at such address as may be designated by Lessor. The Equipment shall be returned in as good condition and working order as when delivered to Lessee, reasonable wear and tear only excepted, and free from liens, charges, security interests, encumbrances, hypothecs, claims and legal processes of creditors of any nature Please notify us immediately at 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4, if your name or address changes. (1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box
Original Dealer Copy Customer Copy

CERES751 (R-10/08)

whatsoever (collectively, "Encumbrances"). Lessor shall be the sole judge of the condition of the Equipment. Lessee agrees to pay to Lessor the cost of repairing or restoring the Equipment in accordance with the provisions hereof and the cost of discharging any Encumbrances.

11. Extension of Lease Term: At the end of the original term of the Lease, subject to the prior written consent of Lessor, Lessee shall have the option to extend the term of the Lease on a month to month basis. During the extended term of the Lease, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the original or extended term, as applicable, Lessee shall pay monthly in advance, rental payments in the amount agreed by the parties, or failing agreement, in the amount determined by Lessor. Notwithstanding the foregoing, neither payment nor the obligation to pay any amount by Lessee under this clause due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease or consent to retention by Lessee of the Equipment after the required date, nor acceptance of any such payment by Lessor to extend the term of the Lease or consent to retention by Lessee of the Equipment after the required date, nor a waiver of Lesser's obligations becaused the Equipment of Lesser's obligations becaused that return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).

12. Lease and Term: Lessor hereby leases to Lessee and Lessee hereby agrees to lease from Lessor the Equipment. This Lease shall begin on the Commencement Date of Lease specified in clause 5 and shall continue for the Term of Lease indicated in clause 6. If unspecified, Lessor is hereby authorized

to insert such date and term in clauses 5 and 6.

13. Loading of Equipment: Lessee is responsible for and shall pay all costs and expenses to load, haul, ship, and unload the Equipment. Lessee hereby authorizes Lessor to insert in clause 1 information necessary or advisable to accurately describe and identify the Equipment.

14. Payments: Payments set out above represent payments solely for use of the Equipment (including applicable fees) from Commencement Date and throughout the Term of Lease and any extension or renewal term as set out in paragraph 11. Maintenance fees in respect of the Equipment are expressly excluded from the payments set out above, and do not form part of this Lease. Lessee shall pay each rental payment and all other applicable charges and taxes provided for herein to Lessor in advance, commencing on the Commencement Date of Lease and thereafter on the dates set out in clause 7. Rental payments shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession of the Equipment by Lessor or for any other reason whatsoever. Delinquent payments shall bear interest ("Default Interest") at a rate of twenty-four per cent (24%) per annum. Default Interest shall be calculated on a daily basis and compounded monthly. If a cheque is returned because of insufficient funds, Lessee will pay JD Canada an administration fee of \$25 per occurrence. At the end of the Term of Lease, Lessor will not charge or refund a difference of less than \$25 resulting from an underpayment or overpayment of Lessee's obligations under this Lease.

15. No Warranty, Etc.: Lessee acknowledges that there are no representations, warranties, terms, conditions or collateral agreements, written or oral, express or implied, statutory or otherwise, on the part of the Lessor with respect to the ownership, quality, condition, merchantability or fitness for any particular express or implied, statutory or otherwise, on the part of the Lessor with respect to the ownership, quality, condition, merchandollity or limess for any particular purpose of the Equipment. If the Equipment does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claims solely against the supplier or manufacturer and shall nevertheless make all rental payments required herein. Lessee's obligations hereunder to Lessor will in no way be affected by any seller's, distributor's or manufacturer's representations, warranties or guarantees with respect to the Equipment, express or otherwise, which may exist in Lessee's favour. Lessor will assign to Lessee, solely for the purpose of making and prosecuting such claim, all of the rights Lessor has against any seller, distributor or manufacturer of the Equipment for breach of representations, warranties or guarantees with respect to the Equipment.

16. Use, Maintenance and Repairs: Lessee shall cause the Equipment to be operated only by qualified, competent and licensed, if required by law, persons and in accordance with the manufacturer's instructions and prudent practice. Lessee shall, at its own cost and expense, keep the Equipment in good repair, condition and working order, and shall furnish all parts, mechanisms, devices and service and provide fuel, oil, lubricants and replacement parts required for the Equipment, Lessee shall keep repair records and promptly report any substantial damage to the Equipment and all damage to structural components to Lessor. Lessee may not make any repairs affecting the structural components of, or any alterations, additions or improvements to the Equipment without prior written approval of Lessor. Lessee may not alter Equipment markings or permit rough usage of the Equipment. Lessor is not responsible for any repairs of, service to, or defects in the Equipment or its operation. Lessor shall have the right, but not the obligation, to service the Equipment. Lessor may from time to the during regular business hours enter upon Lessee's premises or elsewhere to inspect the Equipment.

17. Risk of Loss and Insurance: Lessee hereby assumes the entire risk of loss, damage or interruption or loss of use of the Equipment, in whole or in part, whether or not insured against from the date hereof until the later of the expiration of this Lease and the return of the Equipment. Lessee shall immediately part, whether or not insured against from the date hereof until the later of the expiration of this Lease and the return of the Equipment. Lessee shall immediately for the benefit of Lessor and in the name of Lessor, insure and keep the Equipment insured during the continuance of the Term of Lease and any extension or renewal term, and in any event until the Equipment is returned to Lessor, against all risks of physical loss or damage, and liability to others, and such other risks and in such amounts as Lessor reasonably may require to the full insurable value of the Equipment with an insurance company approved of by Lessor. Lessee shall pay all premlums necessary for such purposes, as the same shall become due. Loss, if any, is payable to Lessor. Lessee may not do or suffer anything whereby any such policy or policies may be viliated. Lessee shall assign and deliver over unto Lessor, at the place where the rental payments are payable, the policy or policies of insurance, and receipts for premiums paid, with respect to the Equipment. If Lessee neglects to keep the Equipment or any part of it insured as aforesaid, or pay premiums or deliver receipts therefor, then Lessor may insure the Equipment as Lessor may deem expedient, and all monies expended by Lessor with Default Interest, computed from the time or times of advance, shall be repaid by Lessor on demand. Evidence of the renewal of such insurance shall be produced to Lessor at the place where the rental payments are payable at least three (3) weeks before the termination thereof or Lessor may provide therefor at Lessee's expense. Lessor may require any insurance to be cancelled and new insurance to be effected with a company to be named by it. Lessor shall have priority to all insurance on the Equipment whether effected under this covenant or not, and shall have the right to require that all monies received on any insurance be applied as provided in clause 18. Upon any loss or damage to the Equipment, Lessee shall immediately furnish at its own expense all

18. Destruction of Equipment: If any of the Equipment is totally destroyed, Lessee's liability to pay rent therefor may be discharged by paying to Lessor: (i) all rent and other amounts due and unpaid at the time of such destruction, plus (ii) an amount equal to the sum calculated under clause 23 (d) (i) (B) and (C), less (iii) the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage, plus (iv) interest at the Prime Rate plus 2% per annum on the net outstanding balance from time to time of the amount set out in (i) plus (ii) less (iii) (but only crediting for recoveries from the date(s) of receipt by Lessor) from the date of such destruction to the date of payment in full of amounts due under this clause. The total or partial destruction of any of the Equipment, or total or partial loss of use or possession of the Equipment to Lessee, shall not release or relieve Lessee from the duty to

pay rent due under this Lease except as provided in this clause.

19. Taxes/Liens: Lessee shall promptly pay all taxes, assessments and other government charges levied or assessed upon the interest of Lessee in the Equipment, on the use or operation of the Equipment, and on the earnings arising therefrom during the Term of Lesse. Lessee shall pay or reimburse Lessor for all taxes levied or assessed against and paid by Lessor on account of its ownership of the Equipment, the rent provided for under this Lease, or the earnings arising as a result of this Lease, other than any taxes based on net income of Lessor. Lessee shall keep the Equipment free and clear of all Encumbrances, which may now or hereafter be imposed upon Lessor by virtue of the ownership, leasing, rental, possession or use of the Equipment. Lessee shall provide Lessor with a copy of any notice, which Lessee receives regarding any adverse claim by a third party to the interest of Lessor.

20. Title: Title to the Equipment shall at all times remain in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, the title of Lessor from and against all Encumbrances, and keep all the Equipment free and clear of and from all such Encumbrances. The Equipment is and shall remain Lessor from and against all Encumprances, and keep all the Equipment free and clear of and from all such Encumprances. The Equipment is and shall remain personal or movable property and shall not be deemed part of any realty or immovable even though affixed, attached or joined thereto and whether placed on a permanent foundation or not. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor's interest. Subject only to exercise by Lessee of its option in clause 9, no right, title or interest in the Equipment shall transfer to Lessee other than the right to possess and use the Equipment in accordance with the terms and conditions hereof. Lessee may not sell or dispose of the Equipment or any part thereof during the Term of Lease or any extended term. Subject only to exercise by Lessee of its option in clause 9, Lessee does not have the right to become owner of the Equipment upon expiration of the Term of Lease or any extension thereof and shall have no right to purchase or otherwise acquire ownership of the Equipment at any sale.

| ase notify us immediately at 1001 Champlain Avenue | Suite 401, Burlington | Ontario, L7L 524, if your name or address changes. |
|--|-----------------------|--|
| (1) Print one copy; (2) Obtain signal Original     | tures; (3) Photocop   | y twice; (4) Check applicable box                  |
| Original   | Dealer Copy           | Customer Copy                                      |

21. Indemnification: Lessee shall indemnify and save Lessor, its agents, employees, successors and assigns, harmless from and against all losses, costs, expenses, damages, actions, sults, proceedings, liabilities, third party liabilities, personal injuries, indirect, special and consequential damages, property loss, expenses, damages, actions, suits, proceedings, liabilities, initro party liabilities, personal injuries, indirect, special and consequential damages, properly loss and damage, however caused, including reasonable legal fees and expenses (collectively, "Losses") paid, payable, incurred or suffered by Lessor arising out of, related to, or caused by this Lease, the Equipment or its use. Lessee shall not be entitled to recover any indirect, special or consequential damages from Lessor, which Lessee may suffer arising out of, related to, or caused by this Lease, the Equipment or its use. This indemnification shall be effective from the date hereof and shall survive expiration or termination of the Lease, and return or purchase of the Equipment, with respect to Losses arising, or as a result of events, acts or omissions for which Lessee is responsible or liable to Lessor, occurring during the Term of Lease and any extended term.

22. Events of Default: The occurrence of any of the following events shall constitute an event of default under this Lease: (a) Lessee fails to pay promptly when due, whether by acceleration or otherwise, any amount owing to Lessor hereunder; (b) Lessee fails to observe or perform any of Lessee's other obligations hereunder or breaches any of the covenants, terms, or agreements herein or in any other agreement of any kind between Lessee and Lessor or Lessor's assignees either before or after the entering into of this Lease; (c) Lessee commits or threatens to commit an act of bankruptcy or ceases or threatens to cease carrying on business as a going concern, or a proceeding in bankruptcy, receivership, insolvency, reorganization or winding-up is instituted by or against Lessee or any of its property or any compromise or arrangement between Lessee and any of its creditors is proposed or sought; (d) Lessee overtaxes, overloads, misuses, damages, destroys or abuses the Equipment or uses it for any illegal purpose; (e) Lessee attempts to remove the Equipment outside the jurisdiction or jurisdictions set out in clause 3; (f) execution or other process of any court becomes enforceable against Lessee or any of its property or distress or analogous process is levied upon all or any part of Lessee's property or the Equipment; or (g) all or a material part of Lessee's property is sold or Lessee enters into a sale in bulk within the meaning of an applicable bulk sales law or a sale of an enterprise within the meaning of the Civil Code of Quebec.

23. Remedies: Upon the occurrence of an event of default or if Lessor, acting commercially, reasonably believes that the ability of Lessee to pay or perform any term hereof is impaired or that the Equipment is in danger of being lost, damaged or confiscated, Lessor may, in its sole discretion and without limitation to any of its other rights and remedies hereunder or at law or equity, terminate this Lease under or subject to applicable law and exercise any one or more of the

(a) take possession of the Equipment without demand or notice, wherever the same may be located, without any court order or other process of law (Lessee hereby walving any and all damages occasioned by such taking of possession), and sell, lease or otherwise dispose of the Equipment for such consideration

and upon such terms and conditions, including deferred payment, as Lessor may deem fit;

(b) at its option, in the name of and as the irrevocably appointed agent and attorney for Lessee (which appointment Lessee hereby confirms), and without terminating or being deemed to have terminated this Lease, take possession of the Equipment and proceed to lease or sublease the Equipment to any other person on such terms and conditions, for such rental and for such period of time as Lessor may, acting reasonably, deem fit and receive such rental and hold the same (all such rental hereby being assigned to Lesser by Lessee for such purpose) and apply the same against any monies expressed to be payable from the same (all such rental hereby being assigned to Lessor by Lessee for such purpose) and apply the same against any monies expressed to be payable from

(c) do all acts and make all expenditures which are, in Lessor's opinion, desirable arising from such default or to cure, remedy the same or to mitigate the effects thereof in whole or in part, and Lessee shall forthwith upon demand reimburse Lessor for any and all expenditures with Default Interest thereon; (d) accelerate and declare immediately due and payable liquidated damages under this Lease which as between the parties hereto shall be conclusively deemed to be a genuine, pre-estimate of the damages suffered by Lessor in the circumstances and not a penalty and which liquidated damages shall be

(i) the aggregate of (A) all rent and other amounts due and unpaid to the date of demand under this subparagraph (d) (the "Acceleration Date"); (B) the present value as at the date of demand of all future, unpaid rentals and other scheduled payments, if any, in respect of the unexpired original Term of Lease and any extension thereof, including any such amounts that would become owing hereunder but for any termination of this Lease; and (C) the present value as at such date of Lessor's expected value of the Equipment at the end of the original Term of Lease or such period of extension, as applicable, as determined by Lessor in its sole discretion at the commencement of the Term of Lease or any extension thereof; less

(ii) the net proceeds of the sale, lease or other disposition of the Equipment after deduction of Lessor's cost of disposition provided that if Lessor has not sold, leased or otherwise disposed of the Equipment at the time of any proceeding to recover such liquidated damages, there shall be no deduction, but Lessor shall, upon the sale, lease or other disposition of the Equipment, refund to Lessee forthwith an amount equal to the deductions that would have

(ii) interest at the Default Interest rate on the net outstanding balance from time to time of the amount of (i) less (ii) (but only crediting for net proceeds in (ii) from the date(s) of receipt by Lessor) from the Acceleration Date to the date of payment in full of such liquidated damages. In each case, present value is to be determined by discounting all required amounts at an annual rate equal to the lesser of (i) 2% per annum, and (ii) the Prime Rate in effect on the been made but for this provision; plus

date as at which a valuation is to be determined less 4% per annum. If Lessor has recourse to the services of a solicitor to enforce any right under this Lease, Lessor's solicitor and client costs shall be paid on demand by Lessee It Lessor has recourse to the services of a solicitor to enforce any right under this Lease, Lessor's solicitor and client costs shall be paid on demand by Lessee to Lessor. Lessee acknowledges that calculation of the amount of pre-estimated liquidated damages is based upon the fact that Lessor acquired and leased the Equipment to Lessee at its request and that Lessor expected a minimum return from the transaction based upon, among other things, the purchase cost of the Equipment, the rentals, the Term of Lease and expected value of the Equipment as anticipated by Lessor at the end of such Term. To the extent permitted by law, Lessee waives the benefit of any statute, which restricts Lessor's enforcement right to the recovery of money due and owing under the Lease, to taking possession of the Equipment, or to the choice between such recovery and taking possession. Where such a waiver is effective, taking possession of the Equipment, its surrender, or its subsequent sale, shall not affect and shall not be affected by Lessor's rights to sue Lessee, Lessee's guaranter or indemnitor, for expect due and owing hereunder. Lessee benefit of the provisions of The Limitation of Civil money due and owing hereunder. Lessee benefit of the provisions of The Limitation of Civil money due and owing hereunder. Lessee benefit of the provisions of The Limitation of Civil money due and owing hereunder. Lessee hereby waives as applicable and to the extent permitted by law, the benefit of the provisions of *The Limitation of Civil Rights Act* (Saskatchewan), as amended, modified, replaced or substituted from time to time. These statutory provisions shall have no application to this Lease. Lessee acknowledges that the fulfillment of all of its obligations under this Lease is a condition in consideration of which the Term has been granted by Lessor to Lessee.

24. Notice of Changes and Licensing: Lessee shall notify Lessor immediately of any change to Lessee's name or any change of location of Equipment from Lessee's address set out above. Lessee may not use or transport the Equipment outside the jurisdiction or jurisdictions set out in clause 3 without Lessor's prior written consent, which consent may not be withheld unreasonably. Throughout the Term of Lease and any extended term, Lessee shall license the Equipment wherever necessary in Lessor's name, maintain such licensing in good standing, and provide Lessor with evidence of such licensing upon request by Lessor.

25. Registration of Interest: Lessor shall have the right to file or register notice of this Lease, this Lease or copy thereof wherever Lessor deems it to be appropriate and may do so without prejudice to its position as Lessor under this Lease. Lessee waives any right it may have to receive a copy of any financing statement, financing change statement, verification statement, or similar document registered in connection with this Lease or any amendment, supplement, renewal or replacement thereof.

26. Financial Statements: Lessee shall deliver its audited financial statements, if any, within 120 days of each fiscal year end of Lessee and unaudited financial statements within 60 days of the expiry of each semi-annual period upon request of Lessor.

27. Obligation Absolute: This Lease is irrevocable and may not be cancelled or terminated except as expressly provided for herein. Lessee's obligations hereunder are absolute and unconditional. Lessee shall perform same without any deduction, defense, counterclaim, compensation, or set-off and without demand therefor. Without limiting the generality of the foregoing, Lessee's obligations hereunder shall continue in full force and effect regardless of the inability of Lessee to use the Equipment for any reason whatsoever, including without limitation, wear and tear, act of God, force majeure, government regulations, strike, loss or damage, obsolescence or Equipment failure.

28. Assignments: Lessee may not assign this Lease or its interest hereunder or enter into any sub-lease with respect to the Lease or the Equipment or any part thereof without the prior written consent of Lessor, which consent may be withheld unreasonably. This Lease is entered into with a view that it will be assigned immediately by Dealer to JD Canada and may be further assigned by JD Canada. Lessee hereby consents to the assignment of this Lease to JD Canada or any other assignee.

| Please notify us immediately at 1001 | Champlain Avenue, | Suite 401. | Burlington,   | Ontario,    | L7L 5            | 24, If y  | ioni vame     | or addres | s changes. |
|--------------------------------------|-------------------|------------|---------------|-------------|------------------|-----------|---------------|-----------|------------|
|                                      |                   |            | - TO VIII - 1 | Single-Pile | 1777/02/07 Bay 2 | CONTRACTO | CONTRACTOR OF | CARCING C |            |

| (1) Print one copy: (2) Obtain | signatures; (3) Photocop | y twice; (4) Check applicable box                |
|--------------------------------|--------------------------|--|
| Original                       | Dealer Copy              | y twice; (4) Check applicable box  Customer Copy |

CERES751 (R-10/08)

225346

29. Additional Defined Term: For the purposes of this Agreement, "Prime Rate" means the rate of interest established by The Toronto-Dominion Bank from time to time as a reference rate for determining interest rates on Canadian dollar commercial loans made by such bank in Canada and commonly referred to as such bank's prime rate. Such rate shall be a floating rate and any change in such rate shall be effective on the date such change is established by such bank.

30. Privacy: In this clause "you" and "your" mean Lessee and Co-Lessee, if any, and "we", "us" and "our" mean JD Canada. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"): (a) to assess your creditworthiness; (b) to extend credit to you; (c) to verify your identity and service and collect your account; (d) to initiate, maintain and develop our business relationship with you in connection with offering and servicing of products, services and credit; (e) to establish your eligibility for special offers and discounts; (f) to monitor your purchasing history; (g) to build credit score cards for our business; (h) to compty with applicable law, and (f) for the promotional purposes described below. We and our affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from us, our affiliates and/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry suppliers, insurance providers and other third party suppliers), including by means of direct marketing. We and our affiliates may also disclose your non-sensitive personal information to build credit score cards or for promotional purposes in this manner and/or if you do not want us or our affiliates to use your personal information to suppliers for promotional purposes at any time call us at 1-800-321-3766 or write to us at the address below.

You authorize us and our affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and AgLine™ merchants) and the above mentioned suppliers and, in assessing your creditworthiness and extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form. We and our affiliates reserve the right to assign your agreement and your account to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assignees and to the collection, use and disclosure of your personal information by them as required to service and collect your account and to give effect to the assignment of your agreement and your account to them. You are not required to provide social insurance numbers to us but if you do, they will be used to match credit bureau information and to verify your identity. We and our affiliates may retain your information in our records for so long as it is needed for the Purposes above. Your consent remains valid after termination of our relationship with you. The consent you grant herein is valid regardless of whether credit is offered or extended to you by us. Affiliates include without limitation John Deere Credit Inc. For a copy of our privacy policy you may call or write to the Chief Privacy Officer at John Deere Credit Inc., 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4.

31. Miscellaneous: This Lease together with any return provisions provided with this Lease constitutes the entire agreement between the parties with respect to the Equipment described above. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, or or written, express or implied, collateral, statutory or otherwise, relating to the Equipment except as herein provided. Any modification, amendment, change or alteration to the terms of this Lease shall not be effective and binding on JD Canada unless the same is in writing and signed by JD Canada. No term, covenant or condition of this Lease can be waived except by written consent of JD Canada. Lessee shall execute and deliver to Lessor, upon Lessor's request, such instruments and assurances as Lessor deems necessary or advisable to give effect to this Lease. At Lessor's request, Lessee shall request and obtain all consents required in connection with any aspect of the Equipment. Any notice required or permitted hereunder may be given by delivering the same to the party to receive the same or by mailing to such party at the address set forth herein or such other address as such other party may notify the other in writing. Such notice shall be deemed to have been given on the date of delivery, if delivered, and on the business day three days following the date of mailing, if mailed. If more than one Lessee is named in this Lease, the liability of each shall be joint and several and in Quebec solidary. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which Lessor's above office is situated. Provisions of the Lease, which contravene the applicable law of any jurisdiction, are severable and void to such extent. Lessee acknowledges executing and receiving a fully executed copy of this Lease. Lessee hereby the provisions of the Lease intends to use the Equipment primarily in its business. Lessee authorizes Cenada Customs and Revenue Agency, the Quebec department of r

THE PARTIES EXPRESSLY AGREE AND REQUEST THAT THIS LEASE AS WELL AS ALL DOCUMENTS AND NOTICES ISSUED HEREUNDER OR RELATING HERETO BE IN ENGLISH. LES PARTIES ONT EXPRESSÉMENT EXIGÉ QUE CE CONTRAT CRÉDIT-BAIL AINSI QUE TOUS DOCUMENTS ET AVIS ÉMIS EN VERTU DE CELUI-CI OU S'Y RATTACHANT SOIENT EN ANGLAIS. The terms and conditions above and any schedules or attachments form part of this Lease and are binding on the parties. Lessee acknowledges that it has read this Lease, the terms and conditions set forth above and any schedules or attachments (collectively and as amended; renewed, acknowledges that it has read this Lease, the terms and conditions set forth above and any schedules or attachments (collectively and as amended; renewed, acknowledges that it has read this Lease, the terms and conditions of the exercise by Lessee of its option in clause 9, under no circumstances does Dealer have the right or authority to agree with Lessee that Lessee may purchase or otherwise acquire ownership of the Equipment at any time during or upon expiration of the term or any extension thereof or to amend the terms and conditions of the Lease. Lessee acknowledges that any such agreement shall be null and vold.

| Lessee's Signature by:                   |    |      |                  |     |       |      |
|--|----|------|------------------|-----|-------|------|
| Lessee's Signature by.                   | 1  |      |                  |     |       |      |
| 1 10 11 10 10 10 10 10 10 10 10 10 10 10 | Sh | Mats | Dated (m/d/y)    | Nov | 23/11 | <br> |
| Lessor's (Dealer's) Signature            | 0  | 1100 | _ Datos (1150.)) |     |       |      |

Please notify us immediately at 1001 Champtain Avenue, Suite 401, Burlington, Ontario, L71, 524, if your name or address changes.

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable boxOriginal Dealer Copy Customer Copy

29. Additional Defined Term: For the purposes of this Agreement, "Prime Rate" means the rate of Interest established by The Toronto-Dominion Bank from time to time as a reference rate for determining interest rates on Canadian dollar commercial loans made by such bank in Canada and commonly referred to as such bank's prime rate. Such rate shall be a floating rate and any change in such rate shall be effective on the date such change is established by such bank.

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You authorize us and our affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and AgLine™ merchants) and the above mentioned suppliers and, in assessing your creditworthiness and extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form. We and our affiliates reserve the right to assign your agreement and your account to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assignees and to the collection, use and disclosure of your personal information by them as required to service and collect your account and to give effect to the assignment of your agreement and your account to them. You are not required to provide social insurance numbers to us but if you do, they will be used to match credit bureau information and to verify your identity. We and our affiliates may retain your information in our records for so long as it is needed for the Purposes above. Your consent remains valid after termination of our relationship with you. The consent you grant herein is valid regardless of whether credit is offered or extended to you by us. Affiliates include without limitation John Deere Credit Inc., For a copy of our privacy policy you may call or write to the Chief Privacy Officer at John Deere Credit Inc., 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4.

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THE PARTIES EXPRESSLY AGREE AND REQUEST THAT THIS LEASE AS WELL AS ALL DOCUMENTS AND NOTICES ISSUED HEREUNDER OR RELATING HERETO BE IN ENGLISH. LES PARTIES ONT EXPRESSÉMENT EXIGÉ QUE CE CONTRAT CRÉDIT-BAIL AINSI QUE TOUS DOCUMENTS ET AVIS ÉMIS EN VERTU DE CELUI-CI OU S'Y RATTACHANT SOIENT EN ANGLAIS. The terms and conditions above and any schedules or attachments form part of this Lease and are binding on the parties. Lessee acknowledges that it has read this Lease, the terms and conditions set forth above and any schedules or attachments (collectively and as amended, extended, supplemented or modified from time to time, the "Lease"). Subject only to exercise by Lessee of its option in clause 9, under no circumstances does Dealer have the right or authority to agree with Lessee that Lessee may purchase or otherwise acquire ownership of the Equipment at any time during or upon expiration of the term or any extension thereof or to amend the terms and conditions of the Lease. Lessee acknowledges that any such agreement shall be null and void.

| and void.                        |    | <  |       |               |     |    |     |   |  |
|----------------------------------|----|--|-------|---------------|-----|----|-----|---|--|
| Lessee's Signature by:           | 4_ | <u>)                                    </u> | <br>- |               |     |    | ,   |   |  |
| Lessor's (Dealer's) Signature    | 1  |  |       | Dated (m/d/y) | Nov | 23 | (1) | - |  |
| Lessol a (Dealer a) organization | V  |  |       |               |     |    |     |   |  |

Please notify us immediately at 1001 Champian Avenue. Suite 401, Burlington, Ontarto, L7L 5Z4, if your name or address changes.

# Government of Alberta

## **Personal Property Registry Verification Statement**

Page 1 of 2

| Trans | mitti | na P | artv |
|-------|-------|------|------|

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD.

P158) 10011 170 STREET EDMONTON, AB T5P 4R5

Party Code: 50076967 Phone #: 780 483 8211 Reference #: 406424

#### **Security Agreement**

| Control #: | F01869246 |  |
|------------|-----------|--|
|            |           |  |

Registration Date: 2011-Nov-25

Registration #: 11112512707

| Financing Cl | inge Stateme | nt |
|--------------|--------------|----|
|--------------|--------------|----|

Use this section to Renew or Discharge this Registration. Note before returning, make a photocopy for your file.

(1-25 years) \_\_\_\_\_

Place an (X) in the appropriate box

OR Renew for Infinity:

Renew for:

| Total Discharge :                                  | Discharge permanently | removes ALL reco            | rd of the registration(s |
|--|-----------------------|-----------------------------|--------------------------|
| Name of Person Authorized to Complete this section | Authorized Signature  | Area Code &<br>Telephone #: | Reference #:             |
|  |                       |                             |                          |



# Government of Alberta

# **Personal Property Registry Verification Statement**

Page 2 of 2

| Saci | reitra | Agra | ement |
|------|--------|------|-------|
| JELL | AI ILV | Aure | CHICH |

Control #: F01869246

Registration Date: 2011-Nov-25

Registration #: 11112512707

The Registration Term is 4 Years

This Registration Expires at 11:59 PM on 2015-Nov-25

#### Debtor(s)

#### Block

SPRAGUE-ROSSER CONTRACTING CO. LTD. 3051 PARSONS RD NW **EDMONTON, AB T6N1C8** 

#### Secured Party / Parties

#### **Block**

JOHN DEERE CREDIT INC. 1001 CHAMPLAIN AVE SUITE 401 **BURLINGTON, ON L7L 5Z4** 

#### Collateral: Serial Number Goods

Block Serial Number Year Make and Model

Category

1FF350DXJA0806846 V

2010 V JOHN DEERE 350DLC V

MV - Motor Vehicle

The Serial Number did not match with the Edit. Please perform a visual check.

#### Collateral: General

#### Block **Description**

ONE JOHN DEERE 350DLC EXCAVATORS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

**End of Verification Statement** 

This is Exhibit "F" referred to in the Affidavit of Linda Merk

Linda Merk
Sworn before me this 2 day
of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

# Government of Alberta

## **Personal Property Registry** Search Results Report

Search ID#: Z06137352

Page 1 of 12

**Transmitting Party EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1

Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06137352

Date of Search: 2014-Oct-15

Time of Search: 10:20:39

# Serial Number Collateral Search For:

1FF350GXTCD808938

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.



# Government of Alberta

# **Personal Property Registry** Search Results Report

Search ID#: Z06137352

Page 2 of 12

Serial Number Collateral Search For:

1FF350GXTCD808938

Search ID #: Z06137352

Date of Search: 2014-Oct-15

Time of Search: 10:20:39

Registration Number: 13102811529

Registration Date: 2013-Oct-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Oct-28 23:59:59

Exact Match on:

Serial Collateral

No: 3

Amendments to Registration

14091813849

Amendment

2014-Sep-18

Debtor(s)

**Block** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW

EDMONTON, AB T6X1E9

**Block** 

2

JESSAMINE, JEFF 10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

**Block** 

MACKAY, MATTHEW 3 10919 115 ST NW EDMONTON, AB T5H3L3

**Block** 

EDWARDS, DANIEL 4 951 BLACKETT WYND SW DW EDMONTON, AB T6W1B1

**Block** 

JESSAMINE, JEFFERY, JAMES 10179 105 ST NW SUITE 505 5 EDMONTON, AB T5J3N1

**Status** 

Current

**Status** 

Current

**Status** 

Current

**Status** 

Current

**Status** 

Current by 14091813849

# Government of Alberta ■

## Personal Property Registry Search Results Report

Search ID#: Z06137352

Page 3 of 12

#### **Block**

6

EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1

#### **Status**

Current by 14091813849

#### Secured Party / Parties

#### **Block**

1

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4

#### **Status**

Current

Collateral: Serial Number Goods

|       | Serial Number     | Year | Make and Model     | Category            | <u>Status</u> |
|-------|-------------------|------|--------------------|---------------------|---------------|
| Block | 1DW770GXJBD641098 | 2012 | JOHN DEERE 770GXDW | MV - Motor Vehicle  | Current       |
| 1     | 1FF350GXJCD808927 | 2013 | JOHN DEERE 350GLFF | MV - Motor Vehicle  | Current       |
| 2     |                   | 2013 | JOHN DEERE 350GLFF | MV - Motor Vehicle  | Current       |
| 3     | 1FF350GXTCD808938 |      | JOHN DEERE 872GP   | MV - Motor Vehicle  | Current       |
| 4     | 1DW872GPLCD646096 | 2012 |                    | MV - Motor Vehicle  | Current       |
| 5     | 1DW872GPCDD654518 | 2012 | JOHN DEERE 872GP   | MA - MOTOL A GLUCIE | Odironi       |

#### Collateral: General

# Block Description

1

ONE JOHN DEERE 770GXDW MOTOR GRADERS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 872GP MOTOR GRADERS ONE JOHN DEERE 872GP MOTOR GRADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

#### **Status**

Current

### **Personal Property Registry** Search Results Report

Search ID#: Z06137352

Page 4 of 12

Serial Number Collateral Search For:

1FF350GXTCD808938

Search ID #: Z06137352

Date of Search: 2014-Oct-15

Time of Search: 10:20:39

Registration Number: 14072837910

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2014-Jul-28

Registration Status: Current

Expiry Date: 2015-Jan-28 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2014-Jul-19

Lien Amount is \$4,810.48

Exact Match on: Serial Collateral

No: 1

Vehicle Owner(s)

**Block** 

SPRAGUE ROSSER CONT CO LT

1259-91 STREET edmonton, AB

**Status** 

Current

**Status** 

Current

Person(s) Claiming Lien

**Block** 

1

BRANDT TRACTOR LTD.

PO BOX 3856, HIGHWAY #1 EAST REGINA, SK S4P 3R8

Phone #: 306 791 5950

Fax #: 306 791 5945

Collateral: Serial Number Goods

**Block** 

Serial Number

<u>Year</u>

Make and Model

Category

**Status** 

1FF350GXTCD808938

2007

JD 350GLC

MV - Motor Vehicle

Current

## **Personal Property Registry** Search Results Report

Search ID#: Z06137352

Page 5 of 12

Serial Number Collateral Search For:

1FF350GXTCD808938

Search ID #: Z06137352

Date of Search: 2014-Oct-15

Time of Search: 10:20:39

Registration Number: 14072931175

Registration Date: 2014-Jul-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on:

Serial Collateral

No: 13

**Amendments to Registration** 

14082006747

Amendment

2014-Aug-20

14082217546

Amendment

2014-Aug-22

14082630086

Amendment

2014-Aug-26

Debtor(s)

**Block** 

SPRAGUE-ROSSER CONTRACTING CO. LTD.

SUITE 201, 1259 - 91 STREET SW EDMONTON, AB T6X 1E9

**Status** 

Current

**Block** 

2

SPRAGUE-ROSSER LEASING INC.

505, 10179 - 105 STREET

EDMONTON, AB T5J 3N1

**Status** 

Current by 14082006747

Secured Party / Parties

**Block** 

**Status** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

Current

Collateral: Serial Number Goods

**Block** 

Serial Number

<u>Year</u>

Make and Model

Category

<u>Status</u>

## Personal Property Registry Search Results Report

Search ID#: Z06137352

Page 6 of 12

|    |                   |      |                            |                     | O Pri                     |
|----|-------------------|------|----------------------------|---------------------|---------------------------|
| 1  | 1T0710KXHCD221883 | 2012 | JOHN DEERE 710K<br>BACKHOE | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2  | CAT0CP56LC5P00211 | 2008 | CATERPILLAR CP56 PF        | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3  | B12641            | 2012 | KOMATSU D51PX-22 DOZE      | FMV - Motor Vehicle | Current By<br>14082006747 |
| 4  | 90035             | 2012 | KOMATSU D155AX-7 DOZE      | FMV - Motor Vehicle | Current By<br>14082006747 |
| 5  | 1FF350GXVCD808560 | 2012 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 6  | 1FF470GXTBE470013 | 2012 | JOHN DEERE 470GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 7  | 1FF670GXCBE670011 | 2012 | JOHN DEERE 670GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 8  | 1FF870GXJBE870028 | 2012 | JOHN DEERE 870GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 9  | 1FF450DXCA0914048 | 2011 | JOHN DEERE 450DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 10 | 1FF225DXTA0501537 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 11 | 1FF225DXAA0501529 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 12 | 1FF350GXJCD808927 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 13 | 1FF350GXTCD808938 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 14 | 1FF470GXTBE470075 | 2012 | JOHN DEERE JD470           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 15 | CAT0374DJPAP00135 | 2011 | CATERPILLAR 374DL          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 16 | 1DW770GXJBD641098 | 2012 | JOHN DEERE 770G<br>GRADER  | MV - Motor Vehicle  | Current By<br>14082006747 |
| 17 | 1DW872GPLCD646096 | 2012 | JOHN DEERE 872GP<br>GRADER | MV - Motor Vehicle  | Current By<br>14082006747 |
| 18 | 1DW872GPCDD654518 | 2013 | JOHN DEERE                 | MV - Motor Vehicle  | Current By<br>14082006747 |
| 19 | 1FF075DXHBG014478 | 2012 | JOHN DEERE 75D             | MV - Motor Vehicle  | Current By<br>14082006747 |
| 20 | 3140              | 2012 | KOMATSU HM400-3            | MV - Motor Vehicle  | Current By<br>14082006747 |
| 21 | 3075              | 2012 | KOMATSU HM400-3            | MV - Motor Vehicle  | Current By<br>14082006747 |
|    |                   |      |                            |                     |                           |

## Personal Property Registry Search Results Report

Search ID#: Z06137352

Page 7 of 12

| 22 | 3076              | 2012 | KOMATSU HM400-3         | MV - Motor Vehicle    | Current By<br>14082006747 |
|----|-------------------|------|-------------------------|-----------------------|---------------------------|
| 23 | 3139              | 2012 | KOMATSU HM400-3         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 24 | 621526            | 2008 | JOHN DEERE 400D ADT     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 25 | 621396            | 2009 | JOHN DEERE 400D ADT     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 26 | 621425            | 2009 | JOHN DEERE 400D         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 27 | 621334            | 2009 | JOHN DEERE 400D         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 28 | 624163            | 2009 | JOHN DEERE 400D         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 29 | 1T0333DKEA0193956 | 2011 | JOHN DEERE 333DT        | MV - Motor Vehicle    | Current By<br>14082006747 |
| 30 | 1T0333DKPCD225871 | 2012 | JOHN DEERE 333DT        | MV - Motor Vehicle    | Current By<br>14082006747 |
| 31 | 1T0333DKVCD225763 | 2012 | JOHN DEERE 333DT        | MV - Motor Vehicle    | Current By<br>14082006747 |
| 32 | 1T0333DMABD203800 | 2011 | JOHN DEERE 333DT        | MV - Motor Vehicle    | Current By<br>14082006747 |
| 33 | 1T0755KXJBE208909 | 2011 | JOHN DEERE 755K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 34 | 1DW644KZVCD644415 | 2012 | JOHN DEERE 644K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 35 | 1DW544KZTCD644564 | 2012 | JOHN DEERE 544K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 36 | 1DW544KZCCD644571 | 2012 | JOHN DEERE 544K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 37 | 1DW624KPCCD643079 | 2012 | JOHN DEERE 624K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 38 | 1DW544KPCBD636872 | 2011 | JOHN DEERE 544K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 39 | 1DW544KZLBD636876 | 2011 | JOHN DEERE 544K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 40 | 1DW544KZEBD637156 | 2011 | JOHN DEERE 544K         | MV - Motor Vehicle    | Current By<br>14082006747 |
| 41 | 1FT8W3B60CEB71259 | 2012 | 2 FORD F-350 4X4 CREW 0 | CABMV - Motor Vehicle | Current By<br>14082006747 |
| 42 | 1FT7W2B64CEC59561 | 2012 | FORD F-250 4X4 CREW (   | CABMV - Motor Vehicle | Current By<br>14082006747 |
|    |                   |      |                         |                       |                           |

## Personal Property Registry Search Results Report

Search ID#: Z06137352

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| 43 | 1FT7W2B61CEC59565 | 2012 | FORD F-250 4X4 CREW CAI      | BMV - Motor Vehicle | Current By<br>14082006747 |
|----|-------------------|------|------------------------------|---------------------|---------------------------|
| 44 | 1FT7W2B63CEC47627 | 2012 | FORD F-250 4X4 CREW CAI      | BMV - Motor Vehicle | Current By<br>14082006747 |
| 45 | 1FT8W3B67CEB71260 | 2012 | FORD F-350 4X4 CREW CA       | BMV - Motor Vehicle | Current By<br>14082006747 |
| 46 | 1FTFW1EF0CFB67018 | 2012 | FORD F-150 4X4<br>SUPER-CREW | MV - Motor Vehicle  | Current By<br>14082006747 |
| 47 | 1C6RD7NT6CS338641 | 2012 | DODGE 1500 4X4 CREW<br>CAB   | MV - Motor Vehicle  | Current By<br>14082006747 |
| 48 | 1FBSS31L48DB11821 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 49 | 1FBSS31L58DB24626 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 50 | 1FBSS31L78DB35966 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 51 | 1FBSS31L08DA87811 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 52 | 1FTFW1ET2CFC25510 | 2012 | FORD F-150                   | MV - Motor Vehicle  | Current By<br>14082006747 |
| 53 | 1FT7W2B69EEA23703 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 54 | 1FT7W2B60EEA23704 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 55 | 1FT7W2B6XEEA23709 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 56 | 1FT7W2B67EEA23702 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 57 | 1FT7W2B65EEA23701 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 58 | 1FT7W2B63EEA23700 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 59 | 1FT7W2B68EEA23708 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 60 | 1FT7W2B66EEA23707 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 61 | 1FT7W2B64EEA23706 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 62 | 1FT7W2B62EEA23705 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 63 | 1FTFW1EF9DKF99938 | 2014 | FORD F150 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
|    |                   |      |                              |                     |                           |

Collateral: General

Block Description

## Personal Property Registry Search Results Report

Search ID#: Z06137352

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**Status** 

| 64 | 1FTFW1EF6DKF99945 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
|----|-------------------|------|-----------------------------|--------------------|---------------------------|
| 65 | 1FTFW1EF7DKF99937 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 66 | 1FTFW1EF9DKF99941 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 67 | 1FTFW1EF4DKF99944 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 68 | 1FTFW1EF0DKF99942 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 69 | 1FTFW1EF2DKF99943 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 70 | 1FTFW1EF0DKF99939 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 71 | 1FTFW1EF8DKF99946 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 72 | 1FTFW1EF7DKF99940 | 2014 | FORD F150 4X4               | MV - Motor Vehicle | Current By<br>14082006747 |
| 73 | 50                | 1983 | VERSATILE FWD TRACTOR       | MV - Motor Vehicle | Current By<br>14082006747 |
| 74 | RW8450H004131     | 1985 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle | Current By<br>14082006747 |
| 75 | RW8560H001506     | 1986 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle | Current By<br>14082006747 |
| 76 | 1NKDX4TX5DR964073 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle | Current By<br>14082006747 |
| 77 | 1NKDX4TX1DR964295 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle | Current By<br>14082006747 |
| 78 | 8501048150        | 2008 | MANITOWOC 8500 CRANE        | MV - Motor Vehicle | Current By<br>14082006747 |
| 79 | DWGGAE12112REVE   | 2012 | BERMINGHAM L-15             | TR - Trailer       | Current By<br>14082630086 |
| 80 | 1559              | 2008 | BAUER BG24H                 | TR - Trailer       | Current By<br>14082630086 |
| 81 | 86                | 2006 | BAUER RG19T                 | TR - Trailer       | Current By<br>14082630086 |
| 82 | 383               | 2008 | PILECO D19-42               | TR - Trailer       | Current By<br>14082630086 |
| 83 | 1559              | 2008 | FAMBO HR5000 HAMMER<br>SLED | TR - Trailer       | Current By<br>14082630086 |

## Personal Property Registry Search Results Report

Search ID#: Z06137352

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| 1  | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.                    | Current                   |
|----|--|---------------------------|
| 2  | WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137      | Current By<br>14082006747 |
| 3  | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240                  | Current By<br>14082006747 |
| 4  | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783                  | Current By<br>14082006747 |
| 5  | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464                  | Current By<br>14082006747 |
| 6  | WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999                    | Current By<br>14082006747 |
| 7  | WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966                        | Current By<br>14082006747 |
| 8  | 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031                       | Current By<br>14082006747 |
| 9  | CUSTOM MADE 374DL 49" CLEANUP BUCKET                                 | Current By<br>14082006747 |
| 10 | 374DL 62" DIG BUCKET   | Current By<br>14082006747 |
| 11 | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394                     | Current By<br>14082006747 |
| 12 | 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559                     | Deleted By<br>14082630086 |
| 13 | 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559               | Deleted By<br>14082630086 |
| 14 | 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E | Deleted By<br>14082630086 |
| 15 | 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86                       | Deleted By<br>14082630086 |
| 16 | 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383                         | Deleted By<br>14082630086 |
| 17 | 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278                       | Current By<br>14082006747 |
| 18 | 2006 VIBRO, SERIAL NUMBER 11314                                      | Current By<br>14082006747 |
|    |  |                           |

### Personal Property Registry Search Results Report

Page 11 of 12

Search ID#: Z06137352

19

ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN THE

Current By 14082006747

SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY PROCEEDS

DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

20

1

2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG

Current By 14082217546

#### **Particulars**

## Block Ad

**Additional Information** 

<u>Status</u>

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

Current By 14082006747

### **Personal Property Registry** Search Results Report

Search ID#: Z06137352

Page 12 of 12

### Serial Number Collateral Search For:

1FF350GXTCD808938

Search ID #: Z06137352

Date of Search: 2014-Oct-15

Time of Search: 10:20:39

Registration Number: 14080112716

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2014-Aug-01

Registration Status: Current

Expiry Date: 2015-Feb-01 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2014-Jul-19

Lien Amount is \$5,291.52

Exact Match on: Serial Collateral

No: 1

### Vehicle Owner(s)

**Block** 

SPRAGUE ROSSER CONT CO

1259-91 STREET EDMONTON, AB **Status** 

Current

**Status** 

Current

#### Person(s) Claiming Lien

**Block** 

1

BRANDT TRACTOR LTD.

PO BOX 3856, HIGHWAY #1 EAST

REGINA, SK S4P 3R8

Phone #: 306 791 5950

Fax #: 306 791 5945

#### Collateral: Serial Number Goods

**Block** 

Serial Number

<u>Year</u>

Make and Model

Category

**Status** 

MV - Motor Vehicle

Current

**Result Complete** 

1FF350GXTCD808938

2013

JD 350GLC

This is Exhibit "G" referred to in the Affidavit of Sworn before me this 2 9 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

### **Personal Property Registry** Search Results Report

Search ID#: Z06137261

Page 1 of 11

Transmitting Party **EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1 Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06137261

Date of Search: 2014-Oct-15

Time of Search: 10:07:51

# Serial Number Collateral Search For:

1DW872GPCDD654518

Both Exact and Inexact Result(s) Found

### NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



### **Personal Property Registry** Search Results Report

Search ID#: Z06137261

Page 2 of 11

Serial Number Collateral Search For:

1DW872GPCDD654518

Search ID #: Z06137261

Date of Search: 2014-Oct-15

Time of Search: 10:07:51

Registration Number: 13102811529

Registration Date: 2013-Oct-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Oct-28 23:59:59

Exact Match on:

Serial Collateral

No: 5

**Amendments to Registration** 

14091813849

Amendment

2014-Sep-18

Debtor(s)

**Block** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW

EDMONTON, AB T6X1E9

**Status** 

Current

**Status** 

Current

**Block** 

2

JESSAMINE, JEFF 10179 105 ST NW SUITE 505

EDMONTON, AB T5J3N1

**Block** 

MACKAY, MATTHEW 10919 115 ST NW

EDMONTON, AB T5H3L3

**Status** 

Current

**Block** 

4

EDWARDS, DANIEL

951 BLACKETT WYND SW DW

EDMONTON, AB T6W1B1

**Block** 

JESSAMINE, JEFFERY, JAMES 10179 105 ST NW SUITE 505

EDMONTON, AB T5J3N1

**Status** 

Current

<u>Status</u>

Current by 14091813849

### Personal Property Registry Search Results Report

Search ID#: Z06137261

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**Block** 

6

EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1 **Status** 

Current by 14091813849

#### **Secured Party / Parties**

**Block** 

1 JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4 **Status** 

Current

**Collateral: Serial Number Goods** 

| Block | Serial Number     | <u>Year</u> | Make and Model     | Category           | <u>Status</u> |
|-------|-------------------|-------------|--------------------|--------------------|---------------|
| 1     | 1DW770GXJBD641098 | 2012        | JOHN DEERE 770GXDW | MV - Motor Vehicle | Current       |
| 2     | 1FF350GXJCD808927 | 2013        | JOHN DEERE 350GLFF | MV - Motor Vehicle | Current       |
| 3     | 1FF350GXTCD808938 | 2013        | JOHN DEERE 350GLFF | MV - Motor Vehicle | Current       |
| 4     | 1DW872GPLCD646096 | 2012        | JOHN DEERE 872GP   | MV - Motor Vehicle | Current       |
| 5     | 1DW872GPCDD654518 | 2012        | JOHN DEERE 872GP   | MV - Motor Vehicle | Current       |

#### Collateral: General

Block

Description

ONE JOHN DEERE 770GXDW MOTOR GRADERS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 872GP MOTOR GRADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

**Status** 

Current

### **Personal Property Registry** Search Results Report

Search ID#: Z06137261

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Serial Number Collateral Search For:

1DW872GPCDD654518

Search ID #: Z06137261

Date of Search: 2014-Oct-15

Time of Search: 10:07:51

Registration Number: 14072931175

Registration Date: 2014-Jul-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on:

Serial Collateral

No: 18

Amendments to Registration

14082006747

Amendment

2014-Aug-20

14082217546

Amendment

2014-Aug-22

14082630086

Amendment

2014-Aug-26

Debtor(s)

**Block** 

1

SPRAGUE-ROSSER CONTRACTING CO. LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

**Status** 

Current

**Block** 

2

SPRAGUE-ROSSER LEASING INC.

505, 10179 - 105 STREET

EDMONTON, AB T5J 3N1

**Status** 

Current by 14082006747

Secured Party / Parties

**Block** 

**Status** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

Current

Collateral: Serial Number Goods

Block

Serial Number

Year Make and Model

Category

**Status** 

## Personal Property Registry Search Results Report

Search ID#: Z06137261

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| 1  | 1T0710KXHCD221883 | 2012 | JOHN DEERE 710K<br>BACKHOE | MV - Motor Vehicle  | Current By<br>14082006747 |
|----|-------------------|------|----------------------------|---------------------|---------------------------|
| 2  | CAT0CP56LC5P00211 | 2008 | CATERPILLAR CP56 PF        | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3  | B12641            | 2012 | KOMATSU D51PX-22 DOZE      | FMV - Motor Vehicle | Current By<br>14082006747 |
| 4  | 90035             | 2012 | KOMATSU D155AX-7 DOZE      | FMV - Motor Vehicle | Current By<br>14082006747 |
| 5  | 1FF350GXVCD808560 | 2012 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 6  | 1FF470GXTBE470013 | 2012 | JOHN DEERE 470GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 7  | 1FF670GXCBE670011 | 2012 | JOHN DEERE 670GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 8  | 1FF870GXJBE870028 | 2012 | JOHN DEERE 870GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 9  | 1FF450DXCA0914048 | 2011 | JOHN DEERE 450DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 10 | 1FF225DXTA0501537 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 11 | 1FF225DXAA0501529 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 12 | 1FF350GXJCD808927 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 13 | 1FF350GXTCD808938 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 14 | 1FF470GXTBE470075 | 2012 | JOHN DEERE JD470           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 15 | CAT0374DJPAP00135 | 2011 | CATERPILLAR 374DL          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 16 | 1DW770GXJBD641098 | 2012 | JOHN DEERE 770G<br>GRADER  | MV - Motor Vehicle  | Current By<br>14082006747 |
| 17 | 1DW872GPLCD646096 | 2012 |                            | MV - Motor Vehicle  | Current By<br>14082006747 |
| 18 | 1DW872GPCDD654518 | 2013 |                            | MV - Motor Vehicle  | Current By<br>14082006747 |
| 19 | 1FF075DXHBG014478 | 2012 | JOHN DEERE 75D             | MV - Motor Vehicle  | Current By<br>14082006747 |
| 20 | 3140              | 2012 | 2 KOMATSU HM400-3          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 21 | 3075              | 2012 | 2 KOMATSU HM400-3          | MV - Motor Vehicle  | Current By<br>14082006747 |
|    |                   |      |                            |                     |                           |

## Personal Property Registry Search Results Report

Search ID#: Z06137261

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| 22 | 3076              | 2012 | KOMATSU HM400-3       | MV - Motor Vehicle    | Current By<br>14082006747 |
|----|-------------------|------|-----------------------|-----------------------|---------------------------|
| 23 | 3139              | 2012 | KOMATSU HM400-3       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 24 | 621526            | 2008 | JOHN DEERE 400D ADT   | MV - Motor Vehicle    | Current By<br>14082006747 |
| 25 | 621396            | 2009 | JOHN DEERE 400D ADT   | MV - Motor Vehicle    | Current By<br>14082006747 |
| 26 | 621425            | 2009 | JOHN DEERE 400D       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 27 | 621334            | 2009 | JOHN DEERE 400D       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 28 | 624163            | 2009 | JOHN DEERE 400D       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 29 | 1T0333DKEA0193956 | 2011 | JOHN DEERE 333DT      | MV - Motor Vehicle    | Current By<br>14082006747 |
| 30 | 1T0333DKPCD225871 | 2012 | JOHN DEERE 333DT      | MV - Motor Vehicle    | Current By<br>14082006747 |
| 31 | 1T0333DKVCD225763 | 2012 | JOHN DEERE 333DT      | MV - Motor Vehicle    | Current By<br>14082006747 |
| 32 | 1T0333DMABD203800 | 2011 | JOHN DEERE 333DT      | MV - Motor Vehicle    | Current By<br>14082006747 |
| 33 | 1T0755KXJBE208909 | 2011 | JOHN DEERE 755K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 34 | 1DW644KZVCD644415 | 2012 | JOHN DEERE 644K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 35 | 1DW544KZTCD644564 | 2012 | JOHN DEERE 544K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 36 | 1DW544KZCCD644571 | 2012 | JOHN DEERE 544K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 37 | 1DW624KPCCD643079 | 2012 | JOHN DEERE 624K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 38 | 1DW544KPCBD636872 | 2011 | JOHN DEERE 544K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 39 | 1DW544KZLBD636876 | 2011 | JOHN DEERE 544K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 40 | 1DW544KZEBD637156 | 2011 | JOHN DEERE 544K       | MV - Motor Vehicle    | Current By<br>14082006747 |
| 41 | 1FT8W3B60CEB71259 | 2012 | FORD F-350 4X4 CREW C | CABMV - Motor Vehicle | Current By<br>14082006747 |
| 42 | 1FT7W2B64CEC59561 | 2012 | FORD F-250 4X4 CREW C | CABMV - Motor Vehicle | Current By<br>14082006747 |
|    |                   |      |                       |                       |                           |

### Personal Property Registry Search Results Report

Search ID#: Z06137261

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| 43 | 1FT7W2B61CEC59565 | 2012 | FORD F-250 4X4 CREW CA       | BMV - Motor Vehicle                       | Current By<br>14082006747 |
|----|-------------------|------|------------------------------|---|---------------------------|
| 44 | 1FT7W2B63CEC47627 | 2012 | FORD F-250 4X4 CREW CA       | FORD F-250 4X4 CREW CABMV - Motor Vehicle |                           |
| 45 | 1FT8W3B67CEB71260 | 2012 | FORD F-350 4X4 CREW CA       | BMV - Motor Vehicle                       | Current By<br>14082006747 |
| 46 | 1FTFW1EF0CFB67018 | 2012 | FORD F-150 4X4<br>SUPER-CREW | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 47 | 1C6RD7NT6CS338641 | 2012 | DODGE 1500 4X4 CREW<br>CAB   | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 48 | 1FBSS31L48DB11821 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 49 | 1FBSS31L58DB24626 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 50 | 1FBSS31L78DB35966 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 51 | 1FBSS31L08DA87811 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 52 | 1FTFW1ET2CFC25510 | 2012 | FORD F-150                   | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 53 | 1FT7W2B69EEA23703 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 54 | 1FT7W2B60EEA23704 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 55 | 1FT7W2B6XEEA23709 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 56 | 1FT7W2B67EEA23702 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 57 | 1FT7W2B65EEA23701 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 58 | 1FT7W2B63EEA23700 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 59 | 1FT7W2B68EEA23708 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 60 | 1FT7W2B66EEA23707 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 61 | 1FT7W2B64EEA23706 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 62 | 1FT7W2B62EEA23705 | 2014 | FORD F250 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 63 | 1FTFW1EF9DKF99938 | 2014 | FORD F150 4X4                | MV - Motor Vehicle                        | Current By<br>14082006747 |
|    |                   |      |                              |   |                           |

## Personal Property Registry Search Results Report

Search ID#: Z06137261

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| 64 | 1FTFW1EF6DKF99945 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
|----|-------------------|------|-----------------------------|----------------------|---------------------------|
| 65 | 1FTFW1EF7DKF99937 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 66 | 1FTFW1EF9DKF99941 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 67 | 1FTFW1EF4DKF99944 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 68 | 1FTFW1EF0DKF99942 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 69 | 1FTFW1EF2DKF99943 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 70 | 1FTFW1EF0DKF99939 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 71 | 1FTFW1EF8DKF99946 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 72 | 1FTFW1EF7DKF99940 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 73 | 50                | 1983 | VERSATILE FWD TRACTOR       | R MV - Motor Vehicle | Current By<br>14082006747 |
| 74 | RW8450H004131     | 1985 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 75 | RW8560H001506     | 1986 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 76 | 1NKDX4TX5DR964073 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 77 | 1NKDX4TX1DR964295 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 78 | 8501048150        | 2008 | MANITOWOC 8500 CRANE        | MV - Motor Vehicle   | Current By<br>14082006747 |
| 79 | DWGGAE12112REVE   | 2012 | BERMINGHAM L-15             | TR - Trailer         | Current By<br>14082630086 |
| 80 | 1559              | 2008 | BAUER BG24H                 | TR - Trailer         | Current By<br>14082630086 |
| 81 | 86                | 2006 | BAUER RG19T                 | TR - Trailer         | Current By<br>14082630086 |
| 82 | 383               | 2008 | PILECO D19-42               | TR - Trailer         | Current By<br>14082630086 |
| 83 | 1559              | 2008 | FAMBO HR5000 HAMMER<br>SLED | TR - Trailer         | Current By<br>14082630086 |

# **Collateral: General**

Block Description

**Status** 

## Personal Property Registry Search Results Report

Search ID#: Z06137261

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| 1  | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.                    | Current                   |
|----|--|---------------------------|
| 2  | WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137      | Current By<br>14082006747 |
| 3  | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240                  | Current By<br>14082006747 |
| 4  | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783                  | Current By<br>14082006747 |
| 5  | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464                  | Current By<br>14082006747 |
| 6  | WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999                    | Current By<br>14082006747 |
| 7  | WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966                        | Current By<br>14082006747 |
| 8  | 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031                       | Current By<br>14082006747 |
| 9  | CUSTOM MADE 374DL 49" CLEANUP BUCKET                                 | Current By<br>14082006747 |
| 10 | 374DL 62" DIG BUCKET   | Current By<br>14082006747 |
| 11 | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394                     | Current By<br>14082006747 |
| 12 | 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559                     | Deleted By<br>14082630086 |
| 13 | 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559               | Deleted By<br>14082630086 |
| 14 | 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E | Deleted By<br>14082630086 |
| 15 | 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86                       | Deleted By<br>14082630086 |
| 16 | 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383                         | Deleted By<br>14082630086 |
| 17 | 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278                       | Current By<br>14082006747 |
| 18 | 2006 VIBRO, SERIAL NUMBER 11314                                      | Current By<br>14082006747 |
|    |  |                           |

### Personal Property Registry Search Results Report

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Search ID#: Z06137261

ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND

Current By 14082006747

SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY PROCEEDS DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

20 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG

Current By 14082217546

#### **Particulars**

# Block Additional Information THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY

<u>Status</u>

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

Current By 14082006747

## Personal Property Registry Search Results Report

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Search ID#: Z06137261

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model      | Category           | Reg.#       |
|-------------------|-------------|---------------------|--------------------|-------------|
| 1J4RR4GG4BC654518 | 2011        | JEEP GRAND CHEROKEE | MV - Motor Vehicle | 11052606565 |

Result Complete

This is Exhibit "H" referred to in the Affidavit of Sworn before me this \_\_\_\_\_ day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

### **Personal Property Registry** Search Results Report

Search ID#: Z06137277

Page 1 of 11

**Transmitting Party EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1 Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06137277

Date of Search: 2014-Oct-15

Time of Search: 10:09:41

Serial Number Collateral Search For:

1DW872GPLCD646096

Both Exact and Inexact Result(s) Found

### NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



### **Personal Property Registry Search Results Report**

Search ID#: Z06137277

Page 2 of 11

Serial Number Collateral Search For:

1DW872GPLCD646096

Search ID #: Z06137277

Date of Search: 2014-Oct-15

Time of Search: 10:09:41

Registration Number: 13102811529

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Oct-28

Registration Status: Current

Expiry Date: 2019-Oct-28 23:59:59

Exact Match on:

Serial Collateral

No: 4

Amendments to Registration

14091813849

Amendment

2014-Sep-18

Debtor(s)

**Block** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW

EDMONTON, AB T6X1E9

**Status** 

Current

**Block** 

2

JESSAMINE, JEFF 10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

<u>Block</u>

3

MACKAY, MATTHEW 10919 115 ST NW\_\_\_\_ EDMONTON, AB T5H3L3

**Block** 

4

EDWARDS, DANIEL

951 BLACKETT WYND SW DW

EDMONTON, AB T6W1B1

**Block** 

JESSAMINE, JEFFERY, JAMES 10179 105 ST NW SUITE 505 5

EDMONTON, AB T5J3N1

**Status** 

Current

**Status** 

Current

**Status** 

Current

**Status** 

Current by 14091813849

### Personal Property Registry Search Results Report

Search ID#: Z06137277

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**Block** 

6

EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1 **Status** 

Current by 14091813849

#### **Secured Party / Parties**

**Block** 

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4 **Status** 

Current

#### Collateral: Serial Number Goods

| <u>Block</u> | Serial Number     | <u>Year</u> | Make and Model     | Category           | <u>Status</u> |
|--------------|-------------------|-------------|--------------------|--------------------|---------------|
| 1            | 1DW770GXJBD641098 | 2012        | JOHN DEERE 770GXDW | MV - Motor Vehicle | Current       |
| 2            | 1FF350GXJCD808927 | 2013        | JOHN DEERE 350GLFF | MV - Motor Vehicle | Current       |
| 3            | 1FF350GXTCD808938 | 2013        | JOHN DEERE 350GLFF | MV - Motor Vehicle | Current       |
| 4            | 1DW872GPLCD646096 | 2012        | JOHN DEERE 872GP   | MV - Motor Vehicle | Current       |
| 5            | 1DW872GPCDD654518 | 2012        | JOHN DEERE 872GP   | MV - Motor Vehicle | Current       |

#### **Collateral: General**

| <u>Block</u> | Description  |
|--------------|--|
| 1            | ONE JOHN DEERE 770GXDW MOTOR GRADERS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 872GP MOTOR GRADERS ONE JOHN DEERE 872GP MOTOR GRADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL. |

**Status** 

Current

### **Personal Property Registry** Search Results Report

Search ID#: Z06137277

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Serial Number Collateral Search For:

1DW872GPLCD646096

Search ID #: Z06137277

Date of Search: 2014-Oct-15

Time of Search: 10:09:41

Registration Number: 14072931175

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jul-29

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on:

Serial Collateral

No: 17

Amendments to Registration

14082006747

Amendment

2014-Aug-20

14082217546

Amendment

2014-Aug-22

14082630086

Amendment

2014-Aug-26

Debtor(s)

**Block** 

SPRAGUE-ROSSER CONTRACTING CO. LTD.

SUITE 201, 1259 - 91 STREET SW EDMONTON, AB T6X 1E9

**Status** 

Current

**Block** 

2

SPRAGUE-ROSSER LEASING INC.

505, 10179 - 105 STREET EDMONTON, AB T5J 3N1

**Status** 

Current by 14082006747

Secured Party / Parties

**Block** 

**Status** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

Current

Collateral: Serial Number Goods

**Block** 

Serial Number

<u>Year</u>

Make and Model

Category

**Status** 

# Personal Property Registry Search Results Report

Search ID#: Z06137277

|    |                   |      | Search ID#: 2001           | 31211               |                           |
|----|-------------------|------|----------------------------|---------------------|---------------------------|
| 1  | 1T0710KXHCD221883 | 2012 | JOHN DEERE 710K<br>BACKHOE | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2  | CAT0CP56LC5P00211 | 2008 | CATERPILLAR CP56 PF        | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3  | B12641            | 2012 | KOMATSU D51PX-22 DOZE      | FMV - Motor Vehicle | Current By<br>14082006747 |
| 4  | 90035             | 2012 | KOMATSU D155AX-7 DOZE      | FMV - Motor Vehicle | Current By<br>14082006747 |
| 5  | 1FF350GXVCD808560 | 2012 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 6  | 1FF470GXTBE470013 | 2012 | JOHN DEERE 470GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 7  | 1FF670GXCBE670011 | 2012 | JOHN DEERE 670GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 8  | 1FF870GXJBE870028 | 2012 | JOHN DEERE 870GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 9  | 1FF450DXCA0914048 | 2011 | JOHN DEERE 450DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 10 | 1FF225DXTA0501537 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 11 | 1FF225DXAA0501529 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 12 | 1FF350GXJCD808927 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 13 | 1FF350GXTCD808938 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 14 | 1FF470GXTBE470075 | 2012 | JOHN DEERE JD470           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 15 | CAT0374DJPAP00135 | 2011 | CATERPILLAR 374DL          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 16 | 1DW770GXJBD641098 | 2012 | JOHN DEERE 770G<br>GRADER  | MV - Motor Vehicle  | Current By<br>14082006747 |
| 17 | 1DW872GPLCD646096 | 2012 | JOHN DEERE 872GP<br>GRADER | MV - Motor Vehicle  | Current By<br>14082006747 |
| 18 | 1DW872GPCDD654518 | 2013 | JOHN DEERE                 | MV - Motor Vehicle  | Current By<br>14082006747 |
| 19 | 1FF075DXHBG014478 | 2012 | JOHN DEERE 75D             | MV - Motor Vehicle  | Current By<br>14082006747 |
| 20 | 3140              | 2012 | KOMATSU HM400-3            | MV - Motor Vehicle  | Current By<br>14082006747 |
| 21 | 3075              | 2012 | KOMATSU HM400-3            | MV - Motor Vehicle  | Current By<br>14082006747 |
|    |                   |      |                            |                     |                           |

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Search ID#: Z06137277

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| 2 | 22 | 3076              | 2012 | KOMATSU HM400-3                           | MV - Motor Vehicle  | Current By<br>14082006747 |
|---|----|-------------------|------|---|---------------------|---------------------------|
| 2 | 23 | 3139              | 2012 | KOMATSU HM400-3                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2 | 24 | 621526            | 2008 | JOHN DEERE 400D ADT                       | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2 | 25 | 621396            | 2009 | JOHN DEERE 400D ADT                       | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2 | 26 | 621425            | 2009 | JOHN DEERE 400D                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2 | 27 | 621334            | 2009 | JOHN DEERE 400D                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2 | 28 | 624163            | 2009 | JOHN DEERE 400D                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 2 | 29 | 1T0333DKEA0193956 | 2011 | JOHN DEERE 333DT                          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 30 | 1T0333DKPCD225871 | 2012 | JOHN DEERE 333DT                          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 31 | 1T0333DKVCD225763 | 2012 | JOHN DEERE 333DT                          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 32 | 1T0333DMABD203800 | 2011 | JOHN DEERE 333DT                          | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 33 | 1T0755KXJBE208909 | 2011 | JOHN DEERE 755K                           | MV - Motor Vehicle  | Current By 14082006747    |
| 3 | 34 | 1DW644KZVCD644415 | 2012 | JOHN DEERE 644K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 35 | 1DW544KZTCD644564 | 2012 | JOHN DEERE 544K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 86 | 1DW544KZCCD644571 | 2012 | JOHN DEERE 544K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 37 | 1DW624KPCCD643079 | 2012 | JOHN DEERE 624K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 8  | 1DW544KPCBD636872 | 2011 | JOHN DEERE 544K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 3 | 9  | 1DW544KZLBD636876 | 2011 | JOHN DEERE 544K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 4 | .0 | 1DW544KZEBD637156 | 2011 | JOHN DEERE 544K                           | MV - Motor Vehicle  | Current By<br>14082006747 |
| 4 | 1  | 1FT8W3B60CEB71259 | 2012 | FORD F-350 4X4 CREW CABMV - Motor Vehicle |                     | Current By<br>14082006747 |
| 4 | 2  | 1FT7W2B64CEC59561 | 2012 | FORD F-250 4X4 CREW CA                    | BMV - Motor Vehicle | Current By<br>14082006747 |
|   |    |                   |      |   |                     |                           |

## Personal Property Registry Search Results Report

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| 43 | 1FT7W2B61CEC59565 | 2012 | FORD F-250 4X4 CREW CABMV - Motor Vehicle |   | Current By<br>14082006747 |
|----|-------------------|------|---|---|---------------------------|
| 44 | 1FT7W2B63CEC47627 | 2012 | FORD F-250 4X4 CREW CABMV - Motor Vehicle |   | Current By<br>14082006747 |
| 45 | 1FT8W3B67CEB71260 | 2012 | FORD F-350 4X4 CREW CA                    | FORD F-350 4X4 CREW CABMV - Motor Vehicle |                           |
| 46 | 1FTFW1EF0CFB67018 | 2012 | FORD F-150 4X4<br>SUPER-CREW              | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 47 | 1C6RD7NT6CS338641 | 2012 | DODGE 1500 4X4 CREW<br>CAB                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 48 | 1FBSS31L48DB11821 | 2008 | FORD E350 15<br>PASSENGER                 | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 49 | 1FBSS31L58DB24626 | 2008 | FORD E350 15<br>PASSENGER                 | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 50 | 1FBSS31L78DB35966 | 2008 | FORD E350 15<br>PASSENGER                 | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 51 | 1FBSS31L08DA87811 | 2008 | FORD E350 15<br>PASSENGER                 | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 52 | 1FTFW1ET2CFC25510 | 2012 | FORD F-150                                | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 53 | 1FT7W2B69EEA23703 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 54 | 1FT7W2B60EEA23704 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 55 | 1FT7W2B6XEEA23709 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 56 | 1FT7W2B67EEA23702 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 57 | 1FT7W2B65EEA23701 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 58 | 1FT7W2B63EEA23700 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 59 | 1FT7W2B68EEA23708 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 60 | 1FT7W2B66EEA23707 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 61 | 1FT7W2B64EEA23706 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 62 | 1FT7W2B62EEA23705 | 2014 | FORD F250 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
| 63 | 1FTFW1EF9DKF99938 | 2014 | FORD F150 4X4                             | MV - Motor Vehicle                        | Current By<br>14082006747 |
|    |                   |      |   |   |                           |

# Personal Property Registry Search Results Report

Search ID#: Z06137277

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| 64 | 1FTFW1EF6DKF99945 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
|----|-------------------|------|-----------------------------|----------------------|---------------------------|
| 65 | 1FTFW1EF7DKF99937 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 66 | 1FTFW1EF9DKF99941 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 67 | 1FTFW1EF4DKF99944 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 68 | 1FTFW1EF0DKF99942 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 69 | 1FTFW1EF2DKF99943 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 70 | 1FTFW1EF0DKF99939 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 71 | 1FTFW1EF8DKF99946 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 72 | 1FTFW1EF7DKF99940 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 73 | 50                | 1983 | VERSATILE FWD TRACTOR       | R MV - Motor Vehicle | Current By<br>14082006747 |
| 74 | RW8450H004131     | 1985 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 75 | RW8560H001506     | 1986 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 76 | 1NKDX4TX5DR964073 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 77 | 1NKDX4TX1DR964295 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 78 | 8501048150        | 2008 | MANITOWOC 8500 CRANE        | MV - Motor Vehicle   | Current By<br>14082006747 |
| 79 | DWGGAE12112REVE   | 2012 | BERMINGHAM L-15             | TR - Trailer         | Current By<br>14082630086 |
| 80 | 1559              | 2008 | BAUER BG24H                 | TR - Trailer         | Current By<br>14082630086 |
| 81 | 86                | 2006 | BAUER RG19T                 | TR - Trailer         | Current By<br>14082630086 |
| 82 | 383               | 2008 | PILECO D19-42               | TR - Trailer         | Current By<br>14082630086 |
| 83 | 1559              | 2008 | FAMBO HR5000 HAMMER<br>SLED | R TR - Trailer       | Current By<br>14082630086 |
|    |                   |      |                             |                      |                           |

Collateral: General
Block Description

<u>Status</u>

## Personal Property Registry Search Results Report

Search ID#: Z06137277

Page 9 of 11

| 1                          | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.  | Current   |
|----------------------------|--|---|
| 2                          | WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137  | Current By<br>14082006747   |
| 3                          | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240  | Current By<br>14082006747   |
| 4                          | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783  | Current By<br>14082006747   |
| 5                          | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464  | Current By<br>14082006747   |
| 6                          | WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999  | Current By<br>14082006747   |
| 7                          | WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966  | Current By<br>14082006747   |
| 8                          | 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031   | Current By<br>14082006747   |
| 9                          | CUSTOM MADE 374DL 49" CLEANUP BUCKET   | Current By<br>14082006747   |
|                            |  |   |
| 10                         | 374DL 62" DIG BUCKET   | Current By<br>14082006747   |
| 10<br>11                   | 374DL 62" DIG BUCKET BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394  | Current By<br>14082006747<br>Current By<br>14082006747  |
|                            |  | 14082006747<br>Current By   |
| 11                         | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394   | 14082006747  Current By 14082006747  Deleted By   |
| 11<br>12                   | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559  | 14082006747  Current By 14082006747  Deleted By 14082630086  Deleted By   |
| 11<br>12<br>13             | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394  2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559  2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559   | 14082006747  Current By 14082006747  Deleted By 14082630086  Deleted By 14082630086  Deleted By   |
| 11<br>12<br>13<br>14       | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394  2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559  2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559  2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E   | 14082006747  Current By 14082006747  Deleted By 14082630086  Deleted By 14082630086  Deleted By 14082630086   |
| 11<br>12<br>13<br>14<br>15 | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394  2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559  2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559  2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E  2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86   | 14082006747  Current By 14082006747  Deleted By 14082630086  Deleted By 14082630086  Deleted By 14082630086  Deleted By 14082630086  Deleted By 14082630086 |
| 11<br>12<br>13<br>14<br>15 | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394  2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559  2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559  2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E  2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86  2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383 | 14082006747  Current By 14082006747  Deleted By 14082630086  Deleted By 14082630086  Deleted By 14082630086  Deleted By 14082630086  Current By             |

## Personal Property Registry Search Results Report

Search ID#: Z06137277

Page 10 of 11

ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEES AND

Current By 14082006747

SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED PROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY PROCEEDS DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG

Current By 14082217546

#### **Particulars**

20

1

### Block Additional Information

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

#### **Status**

Current By 14082006747

# Personal Property Registry Search Results Report

Page 11 of 11

Search ID#: Z06137277

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model             | <u>Category</u>    | Reg.#       |
|-------------------|-------------|----------------------------|--------------------|-------------|
| 5HD1KGMA7DB646096 | 2013        | Harley Davidson FLTRU      | MV - Motor Vehicle | 13050141331 |
| 1D7RV1CTXBS646096 | 2011        | DODGE RAM                  | MV - Motor Vehicle | 14041432714 |
| 1C4BJWFGXDL646096 | 2013        | JEEP WRANGLER<br>UNLIMITED | MV - Motor Vehicle | 14080710881 |
|                   |             | Result Complete            |                    |             |

This is Exhibit "I" referred to in the Affidavit of Sworn before me this 23 day of October, 2014.

at packmen

A Notary Public

The Province of

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

### Personal Property Registry Search Results Report

Search ID#: Z06137297

Page 1 of 4

Transmitting Party
EMERY JAMIESON

1700 10235 101 STREET EDMONTON, AB T5J 3G1 Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06137297

Date of Search: 2014-Oct-15

Time of Search: 10:12:46

# Serial Number Collateral Search For:

1DW544KZECD649700

Both Exact and Inexact Result(s) Found

Serial Number Goods Collateral are included in this Search Result only if it has the exact Serial Number as provided by you or has a similar Serial Number that has been selected by you.

### NOTE:

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

Be sure to read the reports carefully.



## Personal Property Registry Search Results Report

Search ID#: Z06137297

Page 2 of 4

Serial Number Collateral Search For:

1DW544KZECD649700

Search ID #: Z06137297

Date of Search: 2014-Oct-15

Time of Search: 10:12:46

Registration Number: 14033112663

Registration Date: 2014-Mar-31

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Mar-31 23:59:59

Exact Match on:

Serial Collateral

No: 1

Amendments to Registration

14091813958

Amendment

2014-Sep-18

Debtor(s)

**Block** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW

EDMONTON, AB T6X1E9

**Block** 

2

JESSAMINE, JEFFERY, JAMES

10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

**Block** 

3

MACKAY, MATTHEW 10919 115 ST NW

EDMONTON, AB T5H3L3

**Block** 

EDWARDS, DANIEL 4

951 BLACKETT WYND SW DW EDMONTON, AB T6W1B1

**Block** 

EDWARDS, DANIEL, ERIC 5 951 BLACKETT WYND SW EDMONTON, AB T6W1B1

**Status** 

Current

**Status** 

Current

**Status** 

Current

<u>Status</u>

Current

<u>Status</u>

Current by 14091813958

#### **Personal Property Registry** Search Results Report

Search ID#: Z06137297

Page 3 of 4

#### Secured Party / Parties

**Block** 

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4

**Status** 

Current

#### Collateral: Serial Number Goods

Block

1

Serial Number

<u>Year</u>

Make and Model

Category

**Status** 

1DW544KZECD649700

2013

JOHN DEERE 544KXDW

MV - Motor Vehicle

Current

**Status** 

Current

#### Collateral: General

**Block** 

Description

ONE JOHN DEERE 544KXDW 4WD LOADERS TOGETHER WITH ALL ATTACHMENTS,

ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTERIOR DE CONTRACT RIGHTS OF TITLE AND RENTAL PAYMENTS, SECURITIES, INTERIOR DE CONTRACT RIGHTS OF TITLE AND RENTAL PAYMENTS, SECURITIES, INTERIOR DE CONTRACT RIGHTS OF TITLE AND RENTAL PAYMENTS, SECURITIES, INTERIOR DE CONTRACT RIGHTS OF TITLE AND RENTAL PAYMENTS. MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR

LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

## Personal Property Registry Search Results Report

Results Report Page 4 of 4

Search ID#: Z06137297

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model | Category           | Reg.#       |
|-------------------|-------------|----------------|--------------------|-------------|
| 5HD1KRMA4EB649700 | 2014        | HARLEY FLHXS   | MV - Motor Vehicle | 14081925779 |

Result Complete

This is Exhibit "J" referred to in the Affidavit of Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

## Personal Property Registry Search Results Report

Search ID#: Z06137290

Page 1 of 7

**Transmitting Party** 

**EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1

Party Code: 50087113

Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06137290

Date of Search: 2014-Oct-15

Time of Search: 10:11:08

Serial Number Collateral Search For:

1DW770GXJBD641098

Both Exact and Inexact Result(s) Found

Serial Number Goods Collateral are included in this Search Result only if it has the exact Serial Number as provided by you or has a similar Serial Number that has been selected by you.

#### NOTE:

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

Be sure to read the reports carefully.



## **Personal Property Registry** Search Results Report

Search ID#: Z06137290

Page 2 of 7

Serial Number Collateral Search For:

1DW770GXJBD641098

Search ID #: Z06137290

Date of Search: 2014-Oct-15

Time of Search: 10:11:08

Registration Number: 13102811529

Registration Date: 2013-Oct-28

Registration Status: Current

Expiry Date: 2019-Oct-28 23:59:59

Registration Type: SECURITY AGREEMENT

Exact Match on:

Serial Collateral

No: 1

**Amendments to Registration** 

14091813849

Amendment

2014-Sep-18

Debtor(s)

**Block** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW

EDMONTON, AB T6X1E9

**Block** 

2

JESSAMINE, JEFF 10179 105 ST NW SUITE 505

EDMONTON, AB T5J3N1

**Block** 

MACKAY, MATTHEW 3

10919 115 ST NW EDMONTON, AB T5H3L3

**Block** 

EDWARDS, DANIEL 4

951 BLACKETT WYND SW DW

EDMONTON, AB T6W1B1

**Block** 

JESSAMINE, JEFFERY, JAMES 10179 105 ST NW SUITE 505 5

EDMONTON, AB T5J3N1

<u>Status</u>

Current

**Status** 

Current

**Status** 

Current

**Status** 

Current

**Status** 

Current by 14091813849

#### Personal Property Registry Search Results Report

Search ID#: Z06137290

Page 3 of 7

**Block** 

EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1 **Status** 

Current by 14091813849

Secured Party / Parties

**Block** 

1

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4 Status

Current

Collateral: Serial Number Goods

Block Serial Number

Year Make and Model

Category

**Status** 

1

1DW770GXJBD641098

2012 JOHN DEERE 770GXDW

MV - Motor Vehicle

Current

Collateral: General

Block Description

Status Current

1

ONE JOHN DEERE 770GXDW MOTOR GRADERS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 872GP MOTOR GRADERS ONE JOHN DEERE 872GP MOTOR GRADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

## **Personal Property Registry** Search Results Report

Page 4 of 7

Search ID#: Z06137290

Serial Number Collateral Search For:

1DW770GXJBD641098

Search ID #: Z06137290

Date of Search: 2014-Oct-15

Time of Search: 10:11:08

Registration Number: 14072931175

Registration Date: 2014-Jul-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on:

Serial Collateral

No: 16

Amendments to Registration

14082006747

Amendment

2014-Aug-20

14082217546

Amendment

2014-Aug-22

14082630086

Amendment

2014-Aug-26

Debtor(s)

**Block** 

1

SPRAGUE-ROSSER CONTRACTING CO. LTD.

SUITE 201, 1259 - 91 STREET SW EDMONTON, AB T6X 1E9

**Status** 

Current

**Block** 

SPRAGUE-ROSSER LEASING INC.

505, 10179 - 105 STREET EDMONTON, AB T5J 3N1

**Status** 

Current by 14082006747

Secured Party / Parties

**Block** 

**Status** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

Current

Collateral: Serial Number Goods

**Block** 

Serial Number

Year

Make and Model

Category

<u>Status</u>

# Personal Property Registry Search Results Report

Search ID#: Z06137290

Page 5 of 7

| 16           | 1DW770GXJBD641098 2012 JOHN DEERE 770G MV - Motor Vehicle GRADER     | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
|--------------|--|---------------------------|--|--|--|--|--|--|--|--|
| Collate      | Collateral: General  |                           |  |  |  |  |  |  |  |  |
| <u>Block</u> | Description  | <u>Status</u>             |  |  |  |  |  |  |  |  |
| 1            | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.                    | Current                   |  |  |  |  |  |  |  |  |
| 2            | WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137      | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 3            | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240                  | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 4            | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783                  | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 5            | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464                  | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 6            | WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999                    | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 7            | WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966                        | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 8            | 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031                       | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 9            | CUSTOM MADE 374DL 49" CLEANUP BUCKET                                 | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 10           | 374DL 62" DIG BUCKET   | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 11           | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394                     | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 12           | 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559                     | Deleted By<br>14082630086 |  |  |  |  |  |  |  |  |
| 13           | 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559               | Deleted By<br>14082630086 |  |  |  |  |  |  |  |  |
| 14           | 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E | Deleted By<br>14082630086 |  |  |  |  |  |  |  |  |
| 15           | 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86                       | Deleted By<br>14082630086 |  |  |  |  |  |  |  |  |
| 16           | 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383                         | Deleted By<br>14082630086 |  |  |  |  |  |  |  |  |
| 17           | 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278                       | Current By<br>14082006747 |  |  |  |  |  |  |  |  |
| 18           | 2006 VIBRO, SERIAL NUMBER 11314                                      | Current By<br>14082006747 |  |  |  |  |  |  |  |  |

## **Personal Property Registry** Search Results Report

Page 6 of 7

Search ID#: Z06137290

19

ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN

Current By 14082006747

THE

SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY **PROCEEDS** 

DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

20

1

2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG

Current By 14082217546

#### **Particulars**

#### **Block** Additional Information

**Status** 

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

Current By 14082006747

# Personal Property Registry Search Results Report

Search ID#: Z06137290

| Ρ | age | 7 | of | 7 |
|---|-----|---|----|---|
|   |     |   |    |   |

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model             | Category           | Reg. #      |
|-------------------|-------------|----------------------------|--------------------|-------------|
| 3C4PDCAB6DT641098 | 2013        | DODGE JOURNEY SE<br>PLUS 4 | MV - Motor Vehicle | 13060614948 |

Result Complete

This is Exhibit "K" referred to in the
Affidavit of
Linda Merk

Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

## Personal Property Registry Search Results Report

Search ID#: Z06137309

Page 1 of 10

Transmitting Party EMERY JAMIESON

1700 10235 101 STREET EDMONTON, AB T5J 3G1 Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krkag

Search ID #: Z06137309

Date of Search: 2014-Oct-15

Time of Search: 10:15:17

# Serial Number Collateral Search For:

1FF470GXTBE470075

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.



# **Personal Property Registry** Search Results Report

Search ID#: Z06137309

Page 2 of 10

Serial Number Collateral Search For:

1FF470GXTBE470075

Search ID #: Z06137309

Date of Search: 2014-Oct-15

Time of Search: 10:15:17

Registration Number: 13102811579

Registration Date: 2013-Oct-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Oct-28 23:59:59

Exact Match on:

Serial Collateral

No: 1

Amendments to Registration

14091813925

Amendment

2014-Sep-18

Debtor(s)

**Block** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1 1259 91 ST SW

EDMONTON, AB T6X1E9

**Block** 

2

JESSAMINE, JEFF

10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

**Block** 

MACKAY, MATTHEW 10919 115 ST NW 3

EDMONTON, AB T5H3L3

**Block** 

4

EDWARDS, DANIEL

951 BLACKETT WYND SW DW EDMONTON, AB T6W1B1

**Block** 

JESSAMINE, JEFFERY, JAMES 5 10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

**Status** 

Current

**Status** Current

**Status** 

Current

**Status** 

Current

**Status** 

Current by 14091813925

# **Personal Property Registry** Search Results Report

Search ID#: Z06137309

Page 3 of 10

**Block** 

6

EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1

**Status** 

Current by 14091813925

Secured Party / Parties

Block

1

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4

**Status** 

Current

Collateral: Serial Number Goods

**Block** 

1

Serial Number

<u>Year</u>

Make and Model

Category

**Status** 

Current

1FF470GXTBE470075

JOHN DEERE 470GLC 2012

MV - Motor Vehicle

Collateral: General

Block

**Description** 

ONE JOHN DEERE 470GLC EXCAVATORS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND RENTAL PAYMENTS. MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR

LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

Current

**Status** 

# Personal Property Registry Search Results Report

Search ID#: Z06137309

Serial Number Collateral Search For:

1FF470GXTBE470075

Search ID #: Z06137309

Date of Search: 2014-Oct-15

Time of Search: 10:15:17

Registration Number: 14072931175

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Jul-29

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on:

Serial Collateral

No: 14

Amendments to Registration

14082006747

Amendment

2014-Aug-20

14082217546

Amendment

2014-Aug-22

14082630086

Amendment

2014-Aug-26

Debtor(s)

**Block** 

1

SPRAGUE-ROSSER CONTRACTING CO. LTD.

**Status** Current

Page 4 of 10

**Block** 

SUITE 201, 1259 - 91 STREET SW EDMONTON, AB T6X 1E9

Status

Current by 14082006747

2

SPRAGUE-ROSSER LEASING INC.

505, 10179 - 105 STREET EDMONTON, AB T5J 3N1

Secured Party / Parties

**Block** 

**Status** 

Current

EDMONTON HEAVY EQUIPMENT RENTALS LTD. SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

Collateral: Serial Number Goods

Serial Number **Block** 

Make and Model Year

Category

**Status** 

# Personal Property Registry Search Results Report

Search ID#: Z06137309

Page 5 of 10

| 1  | 1T0710KXHCD221883 | 2012 | JOHN DEERE 710K<br>BACKHOE | MV - Motor Vehicle   | Current By<br>14082006747 |
|----|-------------------|------|----------------------------|----------------------|---------------------------|
| 2  | CAT0CP56LC5P00211 | 2008 | CATERPILLAR CP56 PF        | MV - Motor Vehicle   | Current By<br>14082006747 |
| 3  | B12641            | 2012 | KOMATSU D51PX-22 DOZE      | FMV - Motor Vehicle  | Current By<br>14082006747 |
| 4  | 90035             | 2012 | KOMATSU D155AX-7 DOZE      | EFMV - Motor Vehicle | Current By<br>14082006747 |
| 5  | 1FF350GXVCD808560 | 2012 | JOHN DEERE 350GLC          | MV - Motor Vehicle   | Current By 14082006747    |
| 6  | 1FF470GXTBE470013 | 2012 | JOHN DEERE 470GLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 7  | 1FF670GXCBE670011 | 2012 | JOHN DEERE 670GLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 8  | 1FF870GXJBE870028 | 2012 | JOHN DEERE 870GLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 9  | 1FF450DXCA0914048 | 2011 | JOHN DEERE 450DLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 10 | 1FF225DXTA0501537 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 11 | 1FF225DXAA0501529 | 2011 | JOHN DEERE 225DLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 12 | 1FF350GXJCD808927 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 13 | 1FF350GXTCD808938 | 2013 | JOHN DEERE 350GLC          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 14 | 1FF470GXTBE470075 | 2012 | JOHN DEERE JD470           | MV - Motor Vehicle   | Current By<br>14082006747 |
| 15 | CAT0374DJPAP00135 | 2011 | CATERPILLAR 374DL          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 16 | 1DW770GXJBD641098 | 2012 | JOHN DEERE 770G<br>GRADER  | MV - Motor Vehicle   | Current By<br>14082006747 |
| 17 | 1DW872GPLCD646096 | 2012 |                            | MV - Motor Vehicle   | Current By<br>14082006747 |
| 18 | 1DW872GPCDD654518 | 2013 |                            | MV - Motor Vehicle   | Current By<br>14082006747 |
| 19 | 1FF075DXHBG014478 | 2012 | 2 JOHN DEERE 75D           | MV - Motor Vehicle   | Current By<br>14082006747 |
| 20 | 3140              | 2012 | 2 KOMATSU HM400-3          | MV - Motor Vehicle   | Current By<br>14082006747 |
| 21 | 3075              | 201  | 2 KOMATSU HM400-3          | MV - Motor Vehicle   | Current By<br>14082006747 |
|    |                   |      |                            |                      |                           |

# Personal Property Registry Search Results Report

Search ID#: Z06137309

Page 6 of 10

| 22 | 3076              | 2012 | KOMATSU HM400-3     | MV - Motor Vehicle    | Current By<br>14082006747 |
|----|-------------------|------|---------------------|-----------------------|---------------------------|
| 23 | 3139              | 2012 | KOMATSU HM400-3     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 24 | 621526            | 2008 | JOHN DEERE 400D ADT | MV - Motor Vehicle    | Current By<br>14082006747 |
| 25 | 621396            | 2009 | JOHN DEERE 400D ADT | MV - Motor Vehicle    | Current By<br>14082006747 |
| 26 | 621425            | 2009 | JOHN DEERE 400D     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 27 | 621334            | 2009 | JOHN DEERE 400D     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 28 | 624163            | 2009 | JOHN DEERE 400D     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 29 | 1T0333DKEA0193956 | 2011 | JOHN DEERE 333DT    | MV - Motor Vehicle    | Current By<br>14082006747 |
| 30 | 1T0333DKPCD225871 | 2012 | JOHN DEERE 333DT    | MV - Motor Vehicle    | Current By<br>14082006747 |
| 31 | 1T0333DKVCD225763 | 2012 | JOHN DEERE 333DT    | MV - Motor Vehicle    | Current By<br>14082006747 |
| 32 | 1T0333DMABD203800 | 2011 | JOHN DEERE 333DT    | MV - Motor Vehicle    | Current By<br>14082006747 |
| 33 | 1T0755KXJBE208909 | 2011 | JOHN DEERE 755K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 34 | 1DW644KZVCD644415 | 2012 | JOHN DEERE 644K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 35 | 1DW544KZTCD644564 | 2012 | JOHN DEERE 544K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 36 | 1DW544KZCCD644571 | 2012 | JOHN DEERE 544K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 37 | 1DW624KPCCD643079 | 2012 | JOHN DEERE 624K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 38 | 1DW544KPCBD636872 | 2011 | JOHN DEERE 544K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 39 | 1DW544KZLBD636876 | 2011 | JOHN DEERE 544K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 40 | 1DW544KZEBD637156 | 2011 | JOHN DEERE 544K     | MV - Motor Vehicle    | Current By<br>14082006747 |
| 41 | 1FT8W3B60CEB71259 | 2012 | FORD F-350 4X4 CREW | CABMV - Motor Vehicle | Current By<br>14082006747 |
| 42 | 1FT7W2B64CEC59561 | 2012 | FORD F-250 4X4 CREW | CABMV - Motor Vehicle | Current By<br>14082006747 |
|    |                   |      |                     |                       |                           |

# Personal Property Registry Search Results Report

Search ID#: Z06137309

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| 43 | 1FT7W2B61CEC59565 | 2012 | FORD F-250 4X4 CREW CA       | BMV - Motor Vehicle | Current By<br>14082006747 |
|----|-------------------|------|------------------------------|---------------------|---------------------------|
| 44 | 1FT7W2B63CEC47627 | 2012 | FORD F-250 4X4 CREW CA       | BMV - Motor Vehicle | Current By<br>14082006747 |
| 45 | 1FT8W3B67CEB71260 | 2012 | FORD F-350 4X4 CREW CA       | BMV - Motor Vehicle | Current By<br>14082006747 |
| 46 | 1FTFW1EF0CFB67018 | 2012 | FORD F-150 4X4<br>SUPER-CREW | MV - Motor Vehicle  | Current By<br>14082006747 |
| 47 | 1C6RD7NT6CS338641 | 2012 | DODGE 1500 4X4 CREW<br>CAB   | MV - Motor Vehicle  | Current By<br>14082006747 |
| 48 | 1FBSS31L48DB11821 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 49 | 1FBSS31L58DB24626 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 50 | 1FBSS31L78DB35966 | 2008 | FORD E350 15<br>PASSENGER    | MV - Motor Vehicle  | Current By<br>14082006747 |
| 51 | 1FBSS31L08DA87811 | 2008 | FORD E350 15                 | MV - Motor Vehicle  | Current By<br>14082006747 |
|    |                   | 0040 | PASSENGER                    | MV - Motor Vehicle  | Current By                |
| 52 | 1FTFW1ET2CFC25510 | 2012 | FORD F-150                   | MA - MOTOL A GUICLE | 14082006747               |
| 53 | 1FT7W2B69EEA23703 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 54 | 1FT7W2B60EEA23704 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 55 | 1FT7W2B6XEEA23709 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 56 | 1FT7W2B67EEA23702 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 57 | 1FT7W2B65EEA23701 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 58 | 1FT7W2B63EEA23700 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 59 | 1FT7W2B68EEA23708 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 60 | 1FT7W2B66EEA23707 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 61 | 1FT7W2B64EEA23706 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 62 | 1FT7W2B62EEA23705 | 2014 | FORD F250 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
| 63 | 1FTFW1EF9DKF99938 | 2014 | FORD F150 4X4                | MV - Motor Vehicle  | Current By<br>14082006747 |
|    |                   |      |                              |                     |                           |

# Personal Property Registry Search Results Report

Search ID#: Z06137309

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| 64 | 1FTFW1EF6DKF99945 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
|----|-------------------|------|-----------------------------|----------------------|---------------------------|
| 65 | 1FTFW1EF7DKF99937 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 66 | 1FTFW1EF9DKF99941 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 67 | 1FTFW1EF4DKF99944 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 68 | 1FTFW1EF0DKF99942 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 69 | 1FTFW1EF2DKF99943 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 70 | 1FTFW1EF0DKF99939 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 71 | 1FTFW1EF8DKF99946 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 72 | 1FTFW1EF7DKF99940 | 2014 | FORD F150 4X4               | MV - Motor Vehicle   | Current By<br>14082006747 |
| 73 | 50                | 1983 | VERSATILE FWD TRACTOF       | R MV - Motor Vehicle | Current By<br>14082006747 |
| 74 | RW8450H004131     | 1985 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 75 | RW8560H001506     | 1986 | JOHN DEERE FWD<br>TRACTOR   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 76 | 1NKDX4TX5DR964073 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 77 | 1NKDX4TX1DR964295 | 2013 | KENWORTH T800<br>HYDROVAC   | MV - Motor Vehicle   | Current By<br>14082006747 |
| 78 | 8501048150        | 2008 | MANITOWOC 8500 CRANE        | MV - Motor Vehicle   | Current By<br>14082006747 |
| 79 | DWGGAE12112REVE   | 2012 | BERMINGHAM L-15             | TR - Trailer         | Current By<br>14082630086 |
| 80 | 1559              | 2008 | BAUER BG24H                 | TR - Trailer         | Current By<br>14082630086 |
| 81 | 86                | 2006 | BAUER RG19T                 | TR - Trailer         | Current By<br>14082630086 |
| 82 | 383               | 2008 | PILECO D19-42               | TR - Trailer         | Current By<br>14082630086 |
| 83 | 1559              | 2008 | FAMBO HR5000 HAMMER<br>SLED | R TR - Trailer       | Current By<br>14082630086 |

Collateral: General
Block Description

<u>Status</u>

# Personal Property Registry Search Results Report

Search ID#: Z06137309

Page 9 of 10

| 1        | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.                    | Current                   |
|----------|--|---------------------------|
| 2        | WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137      | Current By<br>14082006747 |
| 3        | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240                  | Current By<br>14082006747 |
| 4        | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783                  | Current By<br>14082006747 |
| 5        | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464                  | Current By<br>14082006747 |
| 6        | WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999                    | Current By<br>14082006747 |
| 7        | WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966                        | Current By<br>14082006747 |
| 8        | 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031                       | Current By<br>14082006747 |
| 9        | CUSTOM MADE 374DL 49" CLEANUP BUCKET                                 | Current By<br>14082006747 |
| 10       | 374DL 62" DIG BUCKET   | Current By<br>14082006747 |
| 11       | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394                     | Current By<br>14082006747 |
| 12       | 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559                     | Deleted By<br>14082630086 |
| 13       | 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559               | Deleted By<br>14082630086 |
| 14       | 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E | Deleted By<br>14082630086 |
| 15       | 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86                       | Deleted By<br>14082630086 |
| 16       | 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383                         | Deleted By<br>14082630086 |
|          |  | 14002030000               |
| 17       | 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278                       | Current By<br>14082006747 |
| 17<br>18 |  | Current By                |

## Personal Property Registry Search Results Report

Page 10 of 10

Search ID#: Z06137309

ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID
STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS,
PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND
HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN
THE
SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM
TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND
SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY
PROCEEDS
DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

20 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG

Current By 14082217546

#### **Particulars**

# Block Additional Information THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

<u>Status</u>

Current By 14082006747

Result Complete

This is Exhibit "L" referred to in the Affidavit of Linda Merk
Sworn before me this 2 day
of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

## **Personal Property Registry** Search Results Report

Search ID#: Z06137338

Page 1 of 7

**Transmitting Party EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1 Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06137338

Date of Search: 2014-Oct-15

Time of Search: 10:18:59

## Serial Number Collateral Search For:

1FF350GXJCD808927

## Both Exact and Inexact Result(s) Found

Serial Number Goods Collateral are included in this Search Result only if it has the exact Serial Number as provided by you or has a similar Serial Number that has been selected by you.

#### **NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



## **Personal Property Registry** Search Results Report

Search ID#: Z06137338

Page 2 of 7

Serial Number Collateral Search For:

1FF350GXJCD808927

Search ID #: Z06137338

Date of Search: 2014-Oct-15

Time of Search: 10:18:59

Registration Number: 13102811529

Registration Date: 2013-Oct-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Oct-28 23:59:59

Exact Match on:

Serial Collateral

No: 2

Amendments to Registration

14091813849

Amendment

2014-Sep-18

Debtor(s)

**Block** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW

EDMONTON, AB T6X1E9

**Status** 

Current

Block

2

JESSAMINE, JEFF 10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

**Status** Current

**Block** 

MACKAY, MATTHEW

10919 115 ST NW

EDMONTON, AB T5H3L3

**Status** 

Current

<u>Block</u>

EDWARDS, DANIEL

951 BLACKETT WYND SW DW EDMONTON, AB T6W1B1

**Status** Current

**Block** 

**Status** 

5

JESSAMINE, JEFFERY, JAMES 10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1

Current by 14091813849

## **Personal Property Registry** Search Results Report

Search ID#: Z06137338

Page 3 of 7

**Block** 

6

EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1

**Status** 

Current by 14091813849

#### Secured Party / Parties

**Block** 

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4

**Status** 

Current

#### Collateral: Serial Number Goods

**Block** 

Serial Number

**Year** 

Make and Model

Category

**Status** 

2

1FF350GXJCD808927

2013 JOHN DEERE 350GLFF MV - Motor Vehicle

Current

#### Collateral: General

#### **Block** 1

#### Description

ONE JOHN DEERE 770GXDW MOTOR GRADERS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 350GLFF EXCAVATORS ONE JOHN DEERE 872GP MOTOR GRADERS ONE JOHN DEERE 872GP MOTOR GRADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

**Status** 

Current

## Personal Property Registry Search Results Report

Search ID#: Z06137338

Page 4 of 7

Serial Number Collateral Search For:

1FF350GXJCD808927

Search ID #: Z06137338

Date of Search: 2014-Oct-15

Time of Search: 10:18:59

Registration Number: 14072931175

Registration Date: 2014-Jul-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2019-Jul-29 23:59:59

Exact Match on:

Serial Collateral

No: 12

Amendments to Registration

14082006747

14082217546

14082630086

Amendment

Amendment

Amendment

2014-Aug-20

2014-Aug-22

2014-Aug-26

Debtor(s)

**Block** 

1

SPRAGUE-ROSSER CONTRACTING CO. LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

**Status** 

Current

**Block** 

2

SPRAGUE-ROSSER LEASING INC.

505, 10179 - 105 STREET

EDMONTON, AB T5J 3N1

**Status** 

Current by 14082006747

Secured Party / Parties

**Block** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

SUITE 201, 1259 - 91 STREET SW

EDMONTON, AB T6X 1E9

**Status** Current

Collateral: Serial Number Goods

**Block** Serial Number

Make and Model **Year** 

Category

**Status** 

# Personal Property Registry Search Results Report

Search ID#: Z06137338

Page 5 of 7

| 12 | 1FF350GXJCD808927 | 2013 | JOHN DEERE 350GLC | MV - Motor Vehicle | Current By<br>14082006747 |
|----|-------------------|------|-------------------|--------------------|---------------------------|
|----|-------------------|------|-------------------|--------------------|---------------------------|

| Collateral: General |  |                           |  |  |  |  |
|---------------------|--|---------------------------|--|--|--|--|
| <u>Block</u>        | Description  | <u>Status</u>             |  |  |  |  |
| 1                   | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.                    | Current                   |  |  |  |  |
| 2                   | WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137      | Current By<br>14082006747 |  |  |  |  |
| 3                   | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240                  | Current By<br>14082006747 |  |  |  |  |
| 4                   | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783                  | Current By<br>14082006747 |  |  |  |  |
| 5                   | WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464                  | Current By<br>14082006747 |  |  |  |  |
| 6                   | WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999                    | Current By<br>14082006747 |  |  |  |  |
| 7                   | WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966                        | Current By<br>14082006747 |  |  |  |  |
| 8                   | 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031                       | Current By<br>14082006747 |  |  |  |  |
| 9                   | CUSTOM MADE 374DL 49" CLEANUP BUCKET                                 | Current By<br>14082006747 |  |  |  |  |
| 10                  | 374DL 62" DIG BUCKET   | Current By<br>14082006747 |  |  |  |  |
| 11                  | BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394                     | Current By<br>14082006747 |  |  |  |  |
| 12                  | 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559                     | Deleted By<br>14082630086 |  |  |  |  |
| 13                  | 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559               | Deleted By<br>14082630086 |  |  |  |  |
| 14                  | 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E | Deleted By<br>14082630086 |  |  |  |  |
| 15                  | 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86                       | Deleted By<br>14082630086 |  |  |  |  |
| 16                  | 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383                         | Deleted By<br>14082630086 |  |  |  |  |
| 17                  | 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278                       | Current By<br>14082006747 |  |  |  |  |
| 18                  | 2006 VIBRO, SERIAL NUMBER 11314                                      | Current By<br>14082006747 |  |  |  |  |

## **Personal Property Registry** Search Results Report

Page 6 of 7

Search ID#: Z06137338

ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN 19

Current By 14082006747

SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY **PROCEEDS** 

DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG 20

**Current By** 14082217546

#### **Particulars**

| Block | Additional Information   | <u>Status</u>             |
|-------|--|---------------------------|
| 1     | THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S). | Current By<br>14082006747 |

# Personal Property Registry Search Results Report

Search ID#: Z06137338

Page 7 of 7

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model      | Category           | <u>Reg. #</u> |
|-------------------|-------------|---------------------|--------------------|---------------|
| 2D8HN44PX8R808927 | 2008        | Dodge Grand Caravan | MV - Motor Vehicle | 08101003627   |
| 1HGFA15816L808927 | 2006        | HONDA CIVIC         | MV - Motor Vehicle | 14020407464   |

Result Complete

This is Exhibit "M" referred to in the Affidavit of

Sworn before me this \_\_\_\_\_ day of October, 2014.

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

# **Personal Property Registry** Search Results Report

Search ID#: Z06148778

Page 1 of 6

**Transmitting Party EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1

Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/krk/ag

Search ID #: Z06148778

Date of Search: 2014-Oct-17

Time of Search: 16:38:18

# Serial Number Collateral Search For:

DVA01016

Both Exact and Inexact Result(s) Found

# NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



# **Personal Property Registry** Search Results Report

Search ID#: Z06148778

Page 2 of 6

Serial Number Collateral Search For:

DVA01016

Search ID #: Z06148778

Date of Search: 2014-Oct-17

Time of Search: 16:38:18

Registration Number: 13102810619

Registration Type: SECURITY AGREEMENT Registration Status: Current

Registration Date: 2013-Oct-28

Expiry Date: 2019-Oct-28 23:59:59

Exact Match on:

Serial Collateral

No: 6

Amendments to Registration

14060328621

Amendment

2014-Jun-03

Debtor(s)

**Block** 

1

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

1259 91 ST SW 2ND FLOOR EDMONTON, AB T6X 1E9

**Status** Current

<u>Block</u>

JESSAMINE, JEFF 10179 105 ST NW SUITE 505 EDMONTON, AB T5J 3N1

**Status** Current

**Block** 

MACKAY, MATTHEW

**Status** 

Current

**Block** 

10919 115 ST NW EDMONTON, AB T5H 3L3

> **Status** Current

EDWARDS, DANIEL 951 BLACKETT WYND SW DW

EDMONTON, AB T6W 1B1

**Status** 

**Block** 

EDWARDS, DANIEL, ERIC 5 951 BLACKETT WYND SW EDMONTON, AB T6W 1B1

Current by 14060328621

## Personal Property Registry Search Results Report

Search ID#: Z06148778

| Page | 3 | of | 6 |
|------|---|----|---|
| raye | v | O1 | v |

## Secured Party / Parties

Block

1

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE. SUITE 401 BURLINGTON, ON L7L 5Z4 Status

Current

Collateral: Serial Number Goods

| Collateral: Serial Number Goods |                   |             |                       |                    | Status .                  |
|---------------------------------|-------------------|-------------|-----------------------|--------------------|---------------------------|
| <b>Block</b>                    | Serial Number     | <u>Year</u> | <u>Make and Model</u> | <u>Category</u>    |                           |
| 1                               | 1DW770GXJBD641098 | 2012        | JOHN DEERE 770GXDW    | MV - Motor Vehicle | Deleted By<br>14060328621 |
| 2                               | 1FF350GXJCD808927 | 2013        | JOHN DEERE 350GLFF    | MV - Motor Vehicle | Deleted By<br>14060328621 |
| 3                               | 1FF350GXTCD808938 | 2013        | JOHN DEERE 350GLFF    | MV - Motor Vehicle | Deleted By<br>14060328621 |
| 4                               | 1DW872GPLCD646096 | 2012        | JOHN DEERE 872GP      | MV - Motor Vehicle | Deleted By<br>14060328621 |
| 5                               | 1DW872GPCDD654518 | 2012        | JOHN DEERE 872GP      | MV - Motor Vehicle | Deleted By<br>14060328621 |
| 6                               | DVA01016          | 2010        | DITCH WITCH R300      | MV - Motor Vehicle | Current By<br>14060328621 |

#### Collateral: General

# Block Description

1

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER TOGETHER 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

#### <u>Status</u>

Deleted By 14060328621

## Personal Property Registry Search Results Report

Search ID#: Z06148778

| Page 4 | of 6 |  |
|--------|------|--|
|        |      |  |

ONE (1) DITCH WITCH R300 TRENCHER
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS
OF
EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
FROM
ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,
EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS,
ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE
AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE
PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR
LOSS
OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Current By 14060328621

# Personal Property Registry Search Results Report

Search ID#: Z06148778

Page 5 of 6

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model              | Category             | <u>Reg. #</u> |
|-------------------|-------------|-----------------------------|----------------------|---------------|
| 2TTWT2299YR001016 | 2000        | TRAVELAIRE 22FT<br>WESTWIND | TR - Trailer         | 00062927439   |
| Y85001016         | 2008        | FLEXICOIL TBT 2340 AIR      | MV - Motor Vehicle   | 00080422108   |
| LWGMDY2008A001016 | 2008        | PANTORA SS700               | MV - Motor Vehicle   | 08122306011   |
| 2W9HA4038AG001016 | 2010        | WALINGA HAT-40-50102        | TR - Trailer         | 09102325853   |
| LN016             | 1992        | MD520 Notar                 | AC - Aircraft Canada | 10012518954   |
| 2HGFA1F21AH001016 | 2010        | HONDA CIVIC                 | MV - Motor Vehicle   | 10070100273   |
| KMT0D117P01001016 | 2011        | KOMATSU D65PX-17<br>TRACTOR | MV - Motor Vehicle   | 10080524013   |
| FT1016            | 2009        | 350 GM ENGINE PACKAGE       | TR - Trailer         | 10092738558   |
| RR0X1016          | 1979        | ORTNER                      | MV - Motor Vehicle   | 10100523075   |
| 3JBEKWN16BJ001016 | 2011        | CAN AM OUTLANDER 800        | X MV - Motor Vehicle | 11082904705   |
| ZCU138JA152001016 | 1111        | TRIDEM FLAT DECK<br>TRAILER | TR - Trailer         | 12010420344   |
| 1M1AN11Y9DM001016 | 2013        | MACK CHU614                 | MV - Motor Vehicle   | 12091307533   |
| 2HNYD2H27AH001016 | 2010        | ACURA MDX                   | MV - Motor Vehicle   | 12112203724   |
| JC2001016         | 2013        | Yamaha Drive Golf Cart      | MV - Motor Vehicle   | 13050121248   |

| Government of Alberta ■ |      | Personal Property Registry Search Results Report Search ID#: Z06148778 |                    | Page 6 of 6 |  |
|-------------------------|------|--|--------------------|-------------|--|
| 5UEFG4031BN001016       | 2011 | GULFSTREAM ENDURAMAXTR - Trailer                                       |                    | 13083030889 |  |
| 2HJYK16587H001016       | 2007 | HONDA  | MV - Motor Vehicle | 13090400145 |  |
| 4TM16CG12DB001016       | 2013 | TRACKER/ Q4  | TR - Trailer       | 13092637437 |  |
| 4UF8JR003ET001016       | 2014 | YAMAHA VIPER XTX   | MV - Motor Vehicle | 13120327559 |  |
| RW8970H001016           | 1993 | JOHN DEERE 8970 RW   | MV - Motor Vehicle | 14052715875 |  |
| 1M2AX24C59M001016       | 2009 | MACK GU814   | MV - Motor Vehicle | 14070741293 |  |
| WA1WGCFE1ED001016       | 2014 | Audi Q7 Technik  | MV - Motor Vehicle | 14070826105 |  |
| 3JBMXLP1XEJ001016       | 2014 | 03-14-BRP-CA CAN-AM  | MV - Motor Vehicle | 14072338671 |  |
| 1M1AN11Y9DM001016       | 2013 | MACK / CHU614  | MV - Motor Vehicle | 14091819838 |  |

Result Complete

This is Exhibit "N" referred to in the Affidavit of Linda Merk
Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

## Government of Alberta

### **Personal Property Registry** Search Results Report

Search ID#: Z06157915

Page 1 of 4

**Transmitting Party EMERY JAMIESON** 

1700 10235 101 STREET EDMONTON, AB T5J 3G1

Party Code: 50087113 Phone #: 780 426 5220 Reference #: 23577.0011SJW/KRK/ag

Search ID #: Z06157915

Date of Search: 2014-Oct-21

**Time of Search: 13:29:15** 

### Serial Number Collateral Search For:

1FF350DXJA0806846

Both Exact and Inexact Result(s) Found

#### NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.



## Government of Alberta ■

### **Personal Property Registry** Search Results Report

Search ID#: Z06157915

Page 2 of 4

Serial Number Collateral Search For:

1FF350DXJA0806846

Search ID #: Z06157915

Date of Search: 2014-Oct-21

Time of Search: 13:29:15

Registration Number: 11112512707

Registration Status: Current

Registration Date: 2011-Nov-25

Expiry Date: 2015-Nov-25 23:59:59

Registration Type: SECURITY AGREEMENT

Exact Match on:

Serial Collateral

No: 1

Debtor(s)

**Block** 

SPRAGUE-ROSSER CONTRACTING CO. LTD.

3051 PARSONS RD NW EDMONTON, AB T6N1C8 Status |

Current

Secured Party / Parties

**Block** 

JOHN DEERE CREDIT INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4

**Status** 

Current

**Collateral: Serial Number Goods** 

**Block** 

Serial Number

<u>Year</u>

Make and Model

Category

**Status** 

1FF350DXJA0806846

2010

JOHN DEERE 350DLC

MV - Motor Vehicle

Current

Collateral: General

**Block** 

**Description** 

**Status** 

# Government of Alberta ■

1

### Personal Property Registry Search Results Report

Search ID#: Z06157915

| Page 3 o |
|----------|
|----------|

ONE JOHN DEERE 350DLC EXCAVATORS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

Current

# Government of Alberta ■

### Personal Property Registry Search Results Report

port Page 4 of 4

Search ID#: Z06157915

#### Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Serial Number     | <u>Year</u> | Make and Model    | Category           | Reg. #      |
|-------------------|-------------|-------------------|--------------------|-------------|
| 1FTMF1CM1BKD06846 | 2011        | FORD F150         | MV - Motor Vehicle | 11020906283 |
| 2FMEK63C39BB06846 | 2009        | FORD FLEX LIMITED | MV - Motor Vehicle | 13012921171 |
| 1FTWW31528ED06846 | 2008        | FORD F350SD       | MV - Motor Vehicle | 14052020662 |

Result Complete

This is Exhibit "O" referred to in the Affidavit of

Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

## **EDMONTON HEAVY EQUIPMENT RENTALS LTD**

Account # 100-0289617-004

Description
MOTOR GRADERS
EXCAVATORS
EXCAVATORS
MOTOR GRADERS
MOTOR GRADERS

Serial Number 1DW770GXJBD641098 1FF350GXJCD808927 1FF350GXTCD808938 1DW872GPLCD646096 1DW872GPCDD654518

Payout as at October 21, 2014:

\$ 1,430,049.87

Per diem as at October 21, 2014:

\$166.51

## EDMONTON HEAVY EQUIPMENT RENTALS LTD

Account # 100-0289617-005

Description
DITCH WITCH TRENCHER

Serial Number DVA01016

Payout as at October 21, 2014:

\$ 23,917.40

Per diem as at October 21, 2014:

\$5.22

## **EDMONTON HEAVY EQUIPMENT RENTALS LTD**

Account # 100-0289617-006

Description EXCAVATORS

Serial Number 1FF470GXTBE470075

Payout as at October 21, 2014:

\$ 344,357.78

Per diem as at October 21, 2014:

\$32.55

#### **EDMONTON HEAVY EQUIPMENT RENTALS LTD**

Account # 100-0289617-007

Description 4WD LOADERS Serial Number 1DW544KZECD649700

Payout as at October 21, 2014:

\$ 141,336.18

Per diem as at October 21, 2014; \$12.51

## SPRAGUE-ROSSER CONTRACTING CO.

Account # 100-0249307-005

Description EXCAVATORS

Serial Number 1FF470GXTBE470075

Payout as at October 21, 2014:

\$ 37,862.83

Per diem as at October 21, 2014:

\$7.51

This is Exhibit "P" referred to in the

Affidavit of

Linda Merk
Sworn before me this 2 day
of October, 2014.

A Notary Public in and for the Province of Ontario



Notice of Intention to Enforce Security (sec.244 (1))

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD: 1259 91 ST SW 2ND FLOOR **EDMONTON** AB T6X1E9

An insolvent person

Account: 100-0289617-004

#### Take notice that:

- 1. John Deere Financial Inc. ("John Deere Financial"), a secured creditor, intends to enforce its security on the property of the insolvent person described in the attached Schedule "B" Part 1.
- 3. The security that is to be enforced is in the form of a Conditional Sales Agreement (the "Original Agreement") dated on or about October 28th, 2013, between JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS and BRANDT TRACTOR LTD. and the Amending Agreement made effective on or about July 7th, 2014 between EDMONTON HEAVY EQUIPMENT RENTALS LTD., JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Debtor"), BRANDT TRACTOR LTD. (the "Dealer"), John Deere Financial and John Deere Canada ULC.
- 4. The total amount of indebtedness secured by the security is as outlined in Schedule "B", Part 2.

for

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Burlington, Ontario this August 13, 2014

w all

B.Clark

John Deere Financial Inc. Financial Representative 1-888-297-6719 Ext.37016 1-905-319-1809 FAX

Ref # RW923141859CA

F244CSE AMEND REV 2012 03



August 13, 2014

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR **EDMONTON** AB T6X1E9

Dear Sir or Madam,

Account: 100-0289617-004

We refer you to the Conditional Sales Agreement (the "Original Agreement") dated on or about October 28th, 2013 and the Amending Agreement made effective on or about July 7th, 2014 between EDMONTON HEAVY EQUIPMENT RENTALS LTD. , JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Debtor") and John Deere Financial Inc. ("John Deere Financial")

As of the date hereof you are in default of your obligations under the Agreement.

for

Since you are in default of your obligations under the Agreement, John Deere Financial hereby declares that all of your obligations under the Agreement are immediately due and payable. John Deere Financial hereby demands payment by you of the sum as outlined on the attached Schedule "A", Part 1, being the balance owing as at August 13, 2014 under the Agreement with interest thereon.

In addition, John Deere Financial demands interest on the demanded payment as outlined on the attached Schedule "A", Part 1, from this date until the date of payment, calculated at the rate of interest, in effect respecting the Agreement namely 24% per annum. The per diem rate is outlined on the attached Schedule "A", Part 2,

Payment must be made to John Deere Financial, PO Box 4696, Station A, Toronto, ON, M5W 6C5 by certified cheque.

Failure to pay the amount hereby demanded within 10 days of the date hereof will result in John Deere Financial taking such proceedings, including enforcement of the foregoing Agreement, and all other security held by it, as John Deere Financial deems necessary or appropriate to recover payment of the amount hereby demanded. John Deere Financial reserves the right to act immediately upon the Agreement and any other security at any time without further notice should, in the opinion of John Deere Financial, any circumstance arise which is detrimental to its interest.

Yours truly,

B.Clark

Account Representative John Deere Financial Inc. 1-888-297-6719 Ext.37016

w Cilles

1-905-319-1809 FAX

Ref# RW923141859CA

FDJCSE AMEND **REV Oct 2009** 

#### August 13, 2014

Account # 100-0289617-004

# **SCHEDULE "A"**

PART 1

Total Amount Owing:

\$1,368,325.64

PART 2

Per diem:

\$158.85

# **SCHEDULE "B"**

#### PART 1

Security:

JOHN DEERE 770GXDW MOTOR GRADERS 1DW770GXJBD641098 JOHN DEERE 350GLFF EXCAVATORS 1FF350GXJCD808927 JOHN DEERE 350GLFF EXCAVATORS 1FF350GXTCD808938 JOHN DEERE 872GP MOTOR GRADERS 1DW872GPLCD646096 JOHN DEERE 872GP MOTOR GRADERS 1DW872GPCDD654518

PART 2

Total Amount Owing:

\$1,368,325.64

Per diem:

\$158.85

Ref # RW923141859CA



| OST | MAC | CANADA |
|-----|-----|--------|
|-----|-----|--------|

Date: 2014/10/21

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number

RW923141859CA

**Product Name** 

/ARCHIDX

Reference Number 1

Not Applicable

Reference Number 2

Not Applicable

Delivery Date (yyyy/mm/dd)

2014/08/20

Signatory Name

This item has been archieved. To obtain signature information please contact Customer Service at 1 888 550 6333.

Signature

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-8822)

This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse



Notice of Intention to Enforce Security (sec.244 (1))

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR **EDMONTON** AB T6X1E9

An insolvent person

Account: 100-0289617-007

#### Take notice that:

- 1. John Deere Financial Inc. ("John Deere Financial") a secured creditor, intends to enforce its security on the property of the insolvent person described in the attached Schedule "B" Part 1.
- 2. The security that is to be enforced is in the form of a Commercial Lease Agreement (the "Agreement") dated on or about May 2<sup>nd</sup>, 2014, between EDMONTON HEAVY EQUIPMENT RENTALS LTD. JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Dealer"), John Deere Financial and John Deere Canada ULC.
- 3. The total amount of indebtedness secured by the security is as outlined in Schedule "B", Part 2.
- 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Burlington, Ontario this August 13, 2014.

Om all for

B.Clark Financial Representative John Deere Financial Inc. 1-888-297-6719 Ext.37016 1-905-319-1809 FAX

Ref # RW923141859CA

F244ELE



August 13, 2014

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR EDMONTON AB T6X1E9

Account: 100-0289617-007

We refer you to the Commercial Equipment Lease Agreement (the "Agreement") dated on or about May 2<sup>nd</sup>, 2014, between EDMONTON HEAVY EQUIPMENT RENTALS LTD., JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS and John Deere Financial Inc. ("John Deere Financial").

As of the date hereof you are in default of your obligations under the Agreement.

Since you are in default of your obligations under the Agreement John Deere Financial hereby declares that all of your obligations under the Agreement are immediately due and payable. John Deere Financial hereby demands payment by you of the sum as outlined on the attached Schedule "A", Part 1, being the balance owing as at August 13, 2014 under the Agreement with interest thereon.

In addition, John Deere Financial demands interest on the demanded payment as outlined on the attached Schedule "A", Part 1, , from this date until the date of payment, calculated at the rate of interest, in effect respecting the Agreement namely 24% per annum. The per diem rate is outlined on the attached Schedule "A", Part 2.

Payment must be made to John Deere Financial, PO Box 4696, Station A, Toronto, ON, M5W 6C5 by certified cheque.

Failure to pay the amount hereby demanded within 10 days of the date hereof will result in John Deere Financial taking such proceedings, including enforcement of the foregoing Agreement, and all other security held by it, as John Deere Financial deems necessary or appropriate to recover payment of the amount hereby demanded.

John Deere Financial reserves the right to act immediately upon the Agreement and any other security at any time without further notice should, in the opinion of John Deere Financial, any circumstance arise which is detrimental to its interest.

Yours truly,

B.Clark

Financial Representative John Deere Financial Inc. 1-888-297-6719 Ext.37016 1-905-319-1809 FAX

Own Cills

Ref # RW923141859CA FDJELE REV 2012 03

#### August 13, 2014

Account # 100-0289617-007

# **SCHEDULE "A"**

PART 1

Total Amount Owing: \$135,718.93

PART<sub>2</sub>

Per diem:

\$7.16

# **SCHEDULE "B"**

PART 1

Security:

JOHN DEERE 544KXDW 4WD LOADERS 1DW544KZECD649700

PART 2

Total Amount Owing: \$135,718.93

Per diem:

\$7.16

Ref # RW923141859CA



Date: 2014/10/21

Dear Sir or Madam

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Item Number

RW923141859CA

Product Name

/ARCHIDX

Reference Number 1

Not Applicable

Reference Number 2

Not Applicable

Delivery Date (yyyy/mm/dd)

2014/08/20

Signatory Name

This item has been archieved. To obtain signature information please contact Customer Service at 1 888 550 6333.

Signature

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-8822)

This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse



August 13, 2014

MATTHEW MACKAY 10919 115 ST NW EDMONTON AB T5H3L3

Account: 100-0289617-007

We refer you to the Commercial Equipment Lease Agreement (the "Agreement") dated on or about May 2<sup>nd</sup>, 2014, between EDMONTON HEAVY EQUIPMENT RENTALS LTD., JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS and John Deere Financial Inc. ("John Deere Financial").

As of the date hereof you are in default of your obligations under the Agreement.

Since you are in default of your obligations under the Agreement John Deere Financial hereby declares that all of your obligations under the Agreement are immediately due and payable. John Deere Financial hereby demands payment by you of the sum as outlined on the attached Schedule "A", Part 1, being the balance owing as at August 13, 2014 under the Agreement with interest thereon.

In addition, John Deere Financial demands interest on the demanded payment as outlined on the attached Schedule "A", Part 1, , from this date until the date of payment, calculated at the rate of interest, in effect respecting the Agreement namely 24% per annum. The per diem rate is outlined on the attached Schedule "A", Part 2.

Payment must be made to John Deere Financial, PO Box 4696, Station A, Toronto, ON, M5W 6C5 by certified cheque.

Failure to pay the amount hereby demanded within 10 days of the date hereof will result in John Deere Financial taking such proceedings, including enforcement of the foregoing Agreement, and all other security held by it, as John Deere Financial deems necessary or appropriate to recover payment of the amount hereby demanded.

John Deere Financial reserves the right to act immediately upon the Agreement and any other security at any time without further notice should, in the opinion of John Deere Financial, any circumstance arise which is detrimental to its interest.

Yours truly,

B.Clark

Financial Representative John Deere Financial Inc. 1-888-297-6719 Ext.37016 1-905-319-1809 FAX

Om alth

Ref# RW923141862CA FDJELE REV 2012 03

#### August 13, 2014

Account # 100-0289617-007

# **SCHEDULE "A"**

PART 1

Total Amount Owing: \$135,718.93

PART 2

Per diem:

\$7.16

# **SCHEDULE "B"**

#### PART 1

Security:

JOHN DEERE 544KXDW 4WD LOADERS 1DW544KZECD649700

PART 2

Total Amount Owing:

\$135,718.93

Per diem:

\$7.16

Ref# RW923141862CA



| POST CANADA  |  |  |
|--|--|--|
| Date: 2014/10/21                                   |  |  |
| Dear Sir or Madam Please find below the scanned of | delivery date and signature of the recipient of the item identified below:                                       |  |
| Item Number  | RW923141862CA  |  |
| Product Name                                       | /ARCHIDX   |  |
| Reference Number 1                                 | Not Applicable   |  |
| Reference Number 2                                 | Not Applicable   |  |
| Delivery Date (yyyy/mm/dd)                         | 2014/08/21   |  |
| Signatory Name                                     |  |  |
|  | This item has been archieved. To obtain signature information please contact Customer Service at 1 888 550 6333. |  |
| Signature  |  |  |
|  |  |  |

Yours sincerely,

Customer Relationship Network

1-888-550-6333.

(From outside Canada 1 416 979-8822)

This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse



Notice of Intention to Enforce Security (sec.244 (1))

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR EDMONTON AB T6X1E9

An insolvent person

Account: 100-0289617-006

#### Take notice that:

- 1. John Deere Financial Inc.("John Deere Financial"), a secured creditor, intends to enforce its security on the property of the insolvent person described in the attached Schedule "B" Part 1.
- 3. The security that is to be enforced is in the form of a Conditional Sales Agreement (the "Original Agreement") dated on or about October 31<sup>st</sup>, 2013, between JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS and BRANDT TRACTOR LTD. and the Amending Agreement made effective on or about July 7<sup>th</sup>, 2014 between EDMONTON HEAVY EQUIPMENT RENTALS LTD., JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Debtor"), BRANDT TRACTOR LTD. (the "Dealer"), John Deere Financial and John Deere Canada ULC.
- 4. The total amount of indebtedness secured by the security is as outlined in Schedule "B", Part 2.
- 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Burlington, Ontario this August 13, 2014

Ono all

B.Clark John Deere Financial Inc. Financial Representative 1-888-297-6719 Ext.37016 1-905-319-1809 FAX

Ref # RW923141859CA

F244CSE AMEND REV 2012 03



August 13, 2014

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR EDMONTON AB T6X1E9

Dear Sir or Madam,

Account: 100-0289617-006

We refer you to the Conditional Sales Agreement (the "Original Agreement") dated on or about October 31<sup>st</sup>, 2013 and the Amending Agreement made effective on or about July 7<sup>th</sup>, 2014 between EDMONTON HEAVY EQUIPMENT RENTALS LTD. , JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Debtor") and John Deere Financial Inc. ("John Deere Financial")

As of the date hereof you are in default of your obligations under the Agreement.

Since you are in default of your obligations under the Agreement, John Deere Financial hereby declares that all of your obligations under the Agreement are immediately due and payable. John Deere Financial hereby demands payment by you of the sum as outlined on the attached Schedule "A", Part 1, being the balance owing as at August 13, 2014 under the Agreement with interest thereon.

In addition, John Deere Financial demands interest on the demanded payment as outlined on the attached Schedule "A", Part 1, from this date until the date of payment, calculated at the rate of interest, in effect respecting the Agreement namely 24% per annum. The per diem rate is outlined on the attached Schedule "A", Part 2.

Payment must be made to John Deere Financial, PO Box 4696, Station A, Toronto, ON, M5W 6C5 by certified cheque.

Failure to pay the amount hereby demanded within 10 days of the date hereof will result in John Deere Financial taking such proceedings, including enforcement of the foregoing Agreement, and all other security held by it, as John Deere Financial deems necessary or appropriate to recover payment of the amount hereby demanded.

John Deere Financial reserves the right to act immediately upon the Agreement and any other security at any time without further notice should, in the opinion of John Deere Financial, any circumstance arise which is detrimental to its interest.

Yours truly,

B.Clark

Account Representative
John Deere Financial Inc.
1-888-297-6719 Ext.37016
1-905-319-1809 FAX

Om alls

Ref # RW923141859CA

FDJCSE AMEND REV Oct 2009 August 13, 2014

Account # 100-0289617-006

# **SCHEDULE "A"**

PART 1

Total Amount Owing:

\$331,087.18

PART 2

Per diem:

\$17.21

# **SCHEDULE "B"**

PART 1

Security:

JOHN DEERE 470GLC EXCAVATORS 1FF470GXTBE470075

PART 2

Total Amount Owing:

\$331,087.18

Per diem:

\$17.21

Ref # RW923141859CA



| Date: 2014/10/21                                      |  |
|---|--|
| Dear Sir or Madam                                     |  |
| Please find below the scanned                         | delivery date and signature of the recipient of the item identified below:   |
|   | and an anglitude of the recipient of the nem lacininea below.  |
|   |  |
| Item Number   | RW923141859CA  |
|   |  |
| Product Name  | /ARCHIDX   |
|   |  |
| Reference Number 1                                    | Not Applicable   |
|   |  |
| Reference Number 2                                    | Not Applicable   |
|   | Not Applicable   |
| Delivery Date (yyyy/mm/dd)                            |  |
| Delivery Date (yyyy/film/dd)                          | 2014/08/20   |
|   |  |
| Signatory Name  |  |
|   |  |
|   | This item has been archieved. To obtain signature information please contact Customer Service at 1 888 550 6333.                             |
|   |  |
| Signature   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| Yours sincerely,                                      |  |
| rours sincerely,                                      |  |
| Customer Relationship Network                         |  |
| 1-888-550-6333.                                       |  |
|   |  |
| (From outside Canada 1 416 97                         |  |
| This copy confirms to the delivery date and warehouse | I signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data |



Notice of Intention to Enforce Security (sec.244 (1))

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR EDMONTON AB T6X1E9

An insolvent person

Account: 100-0289617-005

#### Take notice that:

- 1. John Deere Financial Inc. ("John Deere Financial"), a secured creditor, intends to enforce its security on the property of the insolvent person described in the attached Schedule "B" Part 1.
- 3. The security that is to be enforced is in the form of a Conditional Sales Agreement (the "Original Agreement") dated on or about October 31<sup>st</sup>, 2013, between JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS and BRANDT TRACTOR LTD. and the Amending Agreement made effective on or about July 7<sup>th</sup>, 2014 between EDMONTON HEAVY EQUIPMENT RENTALS LTD., JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Debtor"), BRANDT TRACTOR LTD. (the "Dealer"), John Deere Financial and John Deere Canada ULC.
- 4. The total amount of indebtedness secured by the security is as outlined in Schedule "B", Part 2.
- 4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Burlington, Ontario this August 13, 2014

for

B.Clark John Deere Financial Inc. Financial Representative 1-888-297-6719 Ext.37016 1-905-319-1809 FAX

Ono all

Ref # RW923141859CA

F244CSE AMEND REV 2012 03



August 13, 2014

PERSONAL & CONFIDENTIAL

EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW 2ND FLOOR EDMONTON AB T6X1E9

Dear Sir or Madam,

Account: 100-0289617-005

We refer you to the Conditional Sales Agreement (the "Original Agreement") dated on or about October 31<sup>st</sup>, 2013 and the Amending Agreement made effective on or about July 7<sup>th</sup>, 2014 between EDMONTON HEAVY EQUIPMENT RENTALS LTD., JEFFERY JAMES JESSAMINE, MATTHEW MACKAY, DANIEL EDWARDS (the "Debtor") and John Deere Financial Inc. ("John Deere Financial")

As of the date hereof you are in default of your obligations under the Agreement.

Since you are in default of your obligations under the Agreement, John Deere Financial hereby declares that all of your obligations under the Agreement are immediately due and payable. John Deere Financial hereby demands payment by you of the sum as outlined on the attached Schedule "A", Part 1, being the balance owing as at August 13, 2014 under the Agreement with interest thereon.

In addition, John Deere Financial demands interest on the demanded payment as outlined on the attached Schedule "A", Part 1, from this date until the date of payment, calculated at the rate of interest, in effect respecting the Agreement namely 24% per annum. The per diem rate is outlined on the attached Schedule "A", Part 2.

Payment must be made to John Deere Financial, PO Box 4696, Station A, Toronto, ON, M5W 6C5 by certified cheque.

Failure to pay the amount hereby demanded within 10 days of the date hereof will result in John Deere Financial taking such proceedings, including enforcement of the foregoing Agreement, and all other security held by it, as John Deere Financial deems necessary or appropriate to recover payment of the amount hereby demanded.

John Deere Financial reserves the right to act immediately upon the Agreement and any other security at any time without further notice should, in the opinion of John Deere Financial, any circumstance arise which is detrimental to its interest.

Yours truly,

B.Clark

Account Representative
John Deere Financial Inc.
1-888-297-6719 Ext.37016
1-905-319-1809 FAX

no all

Ref # RW923141859CA

FDJCSE AMEND REV Oct 2009 August 13, 2014

Account # 100-0289617-005

# **SCHEDULE "A"**

PART 1

Total Amount Owing:

\$23,092.64

PART 2

Per diem:

\$5.22

# **SCHEDULE "B"**

PART 1

Security:

**DITCHWITCH R300 TRENCHER DVA01016** 

PART 2

Total Amount Owing:

\$23,092.64

Per diem:

\$5.22

Ref # RW923141859CA



(From outside Canada 1 416 979-8822)

| Date: 2014/10/21                 |  |
|----------------------------------|--|
| Dear Sir or Madam                |  |
| Please find below the scanned of | delivery date and signature of the recipient of the item identified below:                                       |
|                                  |  |
| Item Number                      | RW923141859CA  |
| Product Name                     | /ARCHIDX   |
| Troductivanic                    | ARCHIDA  |
| Reference Number 1               | Not Applicable   |
| Defense as Newskan 2             |  |
| Reference Number 2               | Not Applicable   |
| Delivery Date (yyyy/mm/dd)       | 2014/08/20   |
|                                  |  |
| Signatory Name                   |  |
|                                  | This item has been archieved. To obtain signature information please contact Customer Service at 1 888 550 6333. |
| Cimanton                         |  |
| Signature                        |  |
|                                  |  |
|                                  |  |
| Yours sincerely,                 |  |
| Customer Relationship Network    |  |
| 1-888-550-6333.                  |  |

This copy confirms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canadapost data warehouse

This is Exhibit "Q" referred to in the Affidavit of
Linda Merk
Sworn before me this \_\_\_\_\_ day
of October, 2014.

A Notary Public in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



# Saskatchewan Personal Property Registry Search Result

Searching Party: Search Date:

Emery Jamieson LLP, Barristers and Solicitors 21-Oct-2014 11:58:39

Standard

Search #: Client Reference:

Control #:

201803775

23577.0011SJW/KRK/ag

Search Type: Search Criteria

Search By:

Serial #

Serial Property Type

Search #: 201803775

Motor Vehicle

Serial Property # 1FF350GXJCD808927

Override

Yes

The following list displays all matches & indicates the ones that were selected.

2 Registration(s) Found: Exacts (2) - Similars (0)

| Calaabad   | Match | Posistration # | Serial Property # | Serial Property Type | Year | Make              | Model | Color |
|------------|-------|----------------|-------------------|----------------------|------|-------------------|-------|-------|
|            |       |                | 0.01101           | Motor Vehicle        |      | JOHN DEERE        |       |       |
|            |       | 201100300      |                   |                      | 2013 | JOHN DEERE 350GLC |       | 1     |
| <b>C</b> 5 | LXacc | 301233172      |                   |                      |      |                   |       |       |



### Saskatchewan **Personal Property Registry** Search Result

#### **Current - Exact**

Registration Type:

Personal Property Security Agreement

Registration Date:

23-May-2014 07:36:51

Registration #: 301188988

Expiry Date:

23-May-2020

**Event Type:** 

Amendment Regular

Transaction Reason:

**Notations** 

Trust Indenture:

No

Registrant

150000175 - 1 Party ID:

Entity Type: Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON M8Z1T8

Canada

Secured Party

Item #:

Party ID:

151593746 - 1 Entity Type: Business

Name:

JOHN DEERE FINANCIAL INC.

Address:

Address:

Address:

1001 CHAMPLAIN AVE SUITE 401

1259 91 ST SW 2ND FLOOR

10179 105 ST NW SUITE 505

BURLINGTON, Ontario

EDMONTON, Alberta

EDMONTON, Alberta

10919 115 ST NW

EDMONTON, Alberta

L7L5Z4 Canada

T6X1E9

Canada

T533N1

Canada

T5H3L3

Canada

**Debtor Party** 

Item #:

152090835 - 1

Party ID: Entity Type: Business

Name:

EDMONTON HEAVY EQUIPMENT RENTALS

Item #:

Party ID:

152090836 - 1

Entity Type: Person Name:

JESSAMINE, JEFF

Item #:

Party ID:

152090837 - 1 Entity Type: Person

Name:

MACKAY, MATTHEW

Item #:

152090838 - 1 Party ID: Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Item #:

Party ID:

Name:

152179511 - 1

Entity Type: Person

JESSAMINE, JEFFERY JAMES

Address:

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

**T6W1B1** 

Canada

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta

T5J3N1

Canada

**Serial Property** 

Item #:

Serial Type:

Motor Vehicle

Serial #:

1DW770GXJBD641098

Override:

Yes

\*Item #:

Serial Type: Motor Vehicle

Serial #:

1FF350GXJCD808927

Override:

Item #: 3

Make/Desc.: JOHN DEERE Model:

Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Search #: 201803775

21-Oct-2014 11:59:13

Page 2



# Saskatchewan **Personal Property Registry**

#### Search Result

#### Serial Property

Serial Type: Motor Vehicle

Serial #:

1FF350GXTCD808938

Override:

Yes

Item #:

Motor Vehicle Serial Type:

Serial #:

1DW872GPLCD646096

Override:

Item #:

Serial Type: Motor Vehicle 1DW872GPCDD654518

Serial #: Override:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

#### **General Property**

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

**History - Setup** 

Registration Type:

Personal Property Security Agreement

Registration Date:

23-May-2014 07:36:51

Registration #: 301188988

Transaction #: 1

Expiry Date: 23-May-2020

**Event Type:** 

Setup Transaction Reason: Regular

**Notations** 

Trust Indenture:

No

Registrant

150000175 - 1 Party ID:

Entity Type: Business Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON M8Z1T8

Canada

**Secured Party** 

Item #:

Party ID:

151593746 - 1

Name:

Entity Type: Business

JOHN DEERE FINANCIAL INC.

Address:

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON, Ontario

L7L5Z4 Canada

T6X1F9

Canada

**Debtor Party** 

Item #:

Party ID:

152090835 - 1

Entity Type:

Item #:

Business

Name:

EDMONTON HEAVY EQUIPMENT RENTALS

Party ID: 152090836 - 1 Entity Type: Person

Address:

Address:

10179 105 ST NW SUITE 505

1259 91 ST SW 2ND FLOOR

EDMONTON, Alberta

EDMONTON, Alberta



### Saskatchewan **Personal Property Registry** Search Result

#### **Debtor Party**

Name:

JESSAMINE, JEFF

T5J3N1

Canada

Item #:

Party ID:

152090837 - 1

Entity Type: Person Name:

MACKAY, MATTHEW

Address:

10919 115 ST NW

EDMONTON, Alberta

T5H3L3

Canada

Item #:

Party ID:

152090838 - 1

Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

T6W1B1 Canada

Serial Property

Item #:

Serial Type: Motor Vehicle

Serial #:

1DW770GXJBD641098

Override:

Item #: Serial Type: Motor Vehicle

Serial #:

1FF350GXJCD808927

Override:

Item #:

Serial Type: Motor Vehicle

Serial #: Override: 1FF350GXTCD808938

Item #:

Serial Type: Motor Vehicle 1DW872GPLCD646096

Serial #: Override:

Yes

Yes

Item #:

Serial Type: Motor Vehicle 1DW872GPCDD654518

Serial #: Override: Year:

Make/Desc.: JOHN DEERE

Model: Color:

**General Property** 

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER

ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 872GP MOTOR GRADER

ONE (1) JOHN DEERE 872GP MOTOR GRADER

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

**History - Amendment** 

21-Oct-2014 11:59:13

Registration #: 301188988

Transaction #: 2

Amendment Date:

18-Sep-2014 07:10:52

**Event Type:** Transaction Reason: Regular

Amendment

Registrant

150000175 - 1 Party ID:

Entity Type: Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON



#### Registrant

M8Z1T8

Canada

**Debtor Party** 

Action:

Add 5 152179511 - 1 Ttem #: 5
Party ID: 152179511 - 1
Entity Type: Person
Name: JESSAMINE, JEFFERY JAMES

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta

T5J3N1

Canada



Current/Setup - Exact

**Registration Type:** 

Personal Property Security Agreement

Registration Date:

08-Sep-2014 14:19:22

Registration #: 301239472

**Event Type:** 

Setup

Expiry Date:

08-Sep-2019

Transaction Reason:

Regular

**Notations** 

Trust Indenture:

No

Registrant

Party ID:

152171711 - 1

Entity Type: Business

Name:

McLennan Ross LLP

Address:

600 West Chambers

12220 Stony Plain Road

Edmonton, Álberta

T5N3Y4

Canada

Secured Party

Item #:

Party ID:

152171712 - 1

Entity Type:

Business

Name:

EDMONTON HEAVY EQUIPMENT RENTALS

Address:

SUITE 201, 1259 - 91 STREET SW

EDMONTON, Alberta

EDMONTON, Alberta

T6X1E9 Canada

**Debtor Party** 

Item #:

Party ID: 152171713 - 1

Entity Type:

Business Name:

SPRAGUE-ROSSER CONTRACTING CO. LTD.

Address:

SUITE 201, 1259 - 91 STREET SW

T6X1F9 Canada

Item #: Party ID:

152171714 - 1

Entity Type: Business

Name:

SPRAGUE-ROSSER LEASING INC.

Address:

505, 10179 - 105 STREET

EDMONTON, Alberta

T5J3N1 Canada

**Serial Property** 

Item #:

Serial Type: Motor Vehicle 1T0710KXHCD221883

Serial #: Override:

Ves

Item #:

Serial Type: Motor Vehicle

CATOCP56LC5P00211 Serial #:

Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #:

B12641 Override: Yes

Item #:

Serial Type: Motor Vehicle

Serial #: 90035 Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

1FF350GXVCD808560

Override:

Yes

Serial Type: Motor Vehicle Serial #:

1FF470GXTBE470013

Year:

2012 Make/Desc.: JOHN DEERE 710K BACKHOE

Model: Color:

2008 Year:

Make/Desc.: CATERPILLAR CP56 PF

Model:

Color:

2012 Year:

Make/Desc.: KOMATSU D51PX-22 DOZER

Model: Color:

2012

Make/Desc.: KOMATSU D155AX-7 DOZER

Model: Color:

2012

Make/Desc.: JOHN DEERE 350GLC Model:

Color:

2012

Make/Desc.: JOHN DEERE 470GLC

Model:

## **Personal Property Registry**

## **Search Result**

| Serial Property                                   | У   |   |  |
|---|---|---|--|
| Override:   | Yes   | Color:  |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 7<br>Motor Vehicle<br>1FF670GXCBE670011<br>Yes  | Year: 2012 Make/Desc.: JOHN DEERE 670GLC Model: Color:        |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 8<br>Motor Vehicle<br>1FF870GXJBE870028<br>Yes  | Year: 2012 Make/Desc.: JOHN DEERE 870GLC Model: Color:        |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 9<br>Motor Vehicle<br>1FF450DXCA0914048<br>Yes  | Year: 2011 Make/Desc.: JOHN DEERE 450DLC Model: Color:        |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 10<br>Motor Vehicle<br>1FF225DXTA0501537<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 225DLC Model: Color:        |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 11<br>Motor Vehicle<br>1FF225DXAA0501529<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 225DLC Model: Color:        |  |
| Serial #:   | 12<br>Motor Vehicle<br>1FF350GXJCD808927        | Year: 2013 Make/Desc.: JOHN DEERE 350GLC Model: Color:        |  |
| Override:   | Yes   |   |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 13<br>Motor Vehicle<br>1FF350GXTCD808938<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE 350GLC Model: Color:        |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 14<br>Motor Vehicle<br>1FF470GXTBE470075<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE JD470 Model: Color:         |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 15<br>Motor Vehicle<br>CAT0374DJPAP00135<br>Yes | Year: 2011 Make/Desc.: CATERPILLAR 374DL Model: Color:        |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 16<br>Motor Vehicle<br>1DW770GXJBD641098<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 770G GRADER Model: Color:   |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 17<br>Motor Vehicle<br>1DW872GPLCD646096<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 872GP GRADER Model: Color:  |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 18<br>Motor Vehicle<br>1DW872GPCDD654518<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE Model: Color:               |  |
| Item #;<br>Serial Type:<br>Serial #;<br>Override: | 19<br>Motor Vehicle<br>1FF075DXHBG014478<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 75D Model: Color:           |  |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 20<br>Motor Vehicle<br>3140<br>Yes              | Year: 2012<br>Make/Desc.: KOMATSU HM400-3<br>Model:<br>Color: |  |
| Item #:<br>Serial Type:                           | 21<br>Motor Vehicle                             | Year: 2012<br>Make/Desc.: KOMATSU HM400-3                     |  |



| 22   | Serial #:    | 3075              | Model:                                |
|--|--------------|-------------------|---------------------------------------|
| erial Type: Note of the color: 1   | Override:    | Yes               | Color:                                |
| refal ## 2   | Item #:      |                   |                                       |
| Verride   Yes   Color:   |              |                   |                                       |
| 23   |              |                   |                                       |
| Part   Type:   Motor Vehicle   Make/Desc.: KOMATSU HM400-3   Model:   Ves   Color:   | iverride:    | Yes               | Color:                                |
| erial #: 3139  | tem #:       |                   |                                       |
| Verride: Yes   |              |                   |                                       |
| 2  |              |                   |                                       |
| Make/Desc.: JOHN DEERE 400D ADT  | verriae:     | ies               | color.                                |
| Part    | tem #:       |                   |                                       |
| Verride: Yes   |              |                   |                                       |
| Vear   209   |              |                   |                                       |
| Make/Desc.: JOHN DEERE 400D ADT  | verriue:     |                   |                                       |
| Mode   Year   2009   Make / Desc.   JOHN DEERE 400D   Mode   Year   2009   Make / Desc.   JOHN DEERE 400D   Mode   Year   2009   Make / Desc.   JOHN DEERE 400D   Mode   Year   2009   Make / Desc.   JOHN DEERE 400D   Mode   Year   2009   Make / Desc.   JOHN DEERE 400D   Mode   Year   2009   Make / Desc.   JOHN DEERE 400D   Mode   Year   2009   Year   2009   Year   Year   2009   Year   Year  | tem #:       | <del></del>       |                                       |
| Verifide   |              |                   |                                       |
| Motor Vehicle  |              |                   |                                       |
| Make   |              |                   |                                       |
| A  | tem #:       |                   |                                       |
| Verride  |              |                   |                                       |
| Year   2009   Make/Desc.: JOHN DEERE 400D  | verride:     |                   |                                       |
| ### 179E; Motor Vehicle  |              |                   | Many 2000                             |
| Mode :   |              |                   |                                       |
| Verride: Yes   Ves   V |              |                   |                                       |
| ### ### ### ### ### ### ### ### ### ##   | verride:     |                   | Color:                                |
| ### ### ### ### ### ### ### ### ### ##   | tom #        | 28                | Year: 2009                            |
| Model: vervide: Yes   Color: Vervide: Yes  |              |                   |                                       |
| Year: 29   | erial #:     |                   |                                       |
| ### ### ### ### ######################   | )verride:    | Yes               | Color:                                |
| rerial #: 170333DKEA0193956  | tem #:       | 29                | <b>Year:</b> 2011                     |
| verride: Yes  Color:  tem #: 30 erial Type: Motor Vehicle erial #: 170333DKPCD225871 verride: Yes  tem #: 31 erial Type: Motor Vehicle erial #: 170333DKVCD225763  tem #: 32 erial Type: Motor Vehicle erial #: 170333DMABD203800  tem #: 32 erial Type: Motor Vehicle erial #: 170333DMABD203800  tem #: 34 erial Type: Motor Vehicle erial #: 170755KXJBE208909 verride: Yes  tem #: 34 erial Type: Motor Vehicle erial #: 100755KXJBE208909 verride: Yes  tem #: 34 erial Type: Motor Vehicle erial #: 100755KXJBE208909 verride: Yes  tem #: 34 erial Type: Motor Vehicle erial #: 100844KZVCD644415 verride: Yes  Tolor:  Vear: 2011 Make/Desc.: JOHN DEERE 755K Model: Color:  Vear: 2012 Make/Desc.: JOHN DEERE 755K Model: Color:  Vear: 2012 Make/Desc.: JOHN DEERE 644K Model: Verride: Yes  Color:  Vear: 2012 Make/Desc.: JOHN DEERE 544K Model: Verride: Yes  Tolor:  Vear: 2012 Make/Desc.: JOHN DEERE 544K Model: Verride: Yes  Tolor:  Vear: 2012 Make/Desc.: JOHN DEERE 544K Model: Verride: Yes  Tolor:  Vear: 2012 Make/Desc.: JOHN DEERE 544K Model: Verride: Yes  Tolor:  Vear: 2012 Make/Desc.: JOHN DEERE 544K Model: Verride: Yes  Tolor:  Vear: 2012 Make/Desc.: JOHN DEERE 544K Model: Verride: Yes  | erial Type:  | Motor Vehicle     | Make/Desc.: JOHN DEERE 333DT          |
| tem #: 30 erial Type: Motor Vehicle  | erial #:     | 1T0333DKEA0193956 |                                       |
| erial Type: Motor Vehicle  | )verride:    | Yes               | Color:                                |
| erial #: verride: Yes Color:  tem #: 31  | tem #:       | 30                |                                       |
| Verride: Yes   Color:  | Serial Type: | Motor Vehicle     |                                       |
| Year:   2012   Year:   2012   Year:   2014   Year:   2015   Year:   2016   Year:   2016   Year:   2017   Year:   2017   Year:   2018   Year | erial #:     |                   |                                       |
| erial Type: erial #: 1T0333DKVCD225763   | )verride:    | Yes               | Color:                                |
| erial #: 170333DKVCD225763 verride: Yes  | tem #:       |                   |                                       |
| verride:         Yes         Color:           tem #:         32         Year:         2011           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 333DT           erial #:         170333DMABD203800         Model:           verride:         Yes         Color:           tem #:         33         Year:         2011           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 755K           erial #:         170755KXJBE208909         Model:         Color:           verride:         Yes         Year:         2012           derial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 644K           erial #:         1DW644KZVCD644415         Model:         Year:         2012           tem #:         35         Year:         2012           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 544K           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 544K           erial #:         1DW544KZTCD644564         Model:         Model:           verride:         Yes         Color:  |              |                   |                                       |
| tem #: 32 erial Type: Motor Vehicle erial #: 170333DMABD203800 verride: Yes  Motor Vehicle erial #: 170333DMABD203800  verride: Yes  Motor Vehicle erial #: 170755KXJBE208909 verride: Yes  Motor Vehicle erial #: 34 erial Type: Motor Vehicle erial Type: Motor Vehicle erial Type: Motor Vehicle erial #: 10W644KZVCD644415 verride: Yes  Motor Vehicle erial #: 35 erial Type: Motor Vehicle erial #: 10W544KZTCD644564 verride: Yes  Model: Color:  Year: 2012 Make/Desc.: JOHN DEERE 644K Model: Color:  Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:  | Serial #:    |                   |                                       |
| erial Type: Motor Vehicle erial #: 170333DMABD203800 verride: Yes  tem #: 33 erial Type: Motor Vehicle erial #: 170755KXJBE208909 verride: Yes  Model: Color:  tem #: 34 erial Type: Motor Vehicle erial #: 10W644KZVCD644415 verride: Yes  Model: Color:  tem #: 35 erial Type: Motor Vehicle erial #: 10W544KZTCD644564 verride: Yes  Model: Color:  | override:    | res               | Color:                                |
| erial #: 1T0333DMABD203800 verride: Yes Color:  tem #: 33 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 755K erial #: 1T0755KXJBE208909 verride: Yes Color:  tem #: 34 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K erial #: 1DW644KZVCD644415 verride: Yes Color:  tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K Model: verride: Yes Color:  tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K Model: verride: Yes Color:  Tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K Model: verride: Yes Color:   | tem #:       | <del>-</del>      |                                       |
| verride:         Yes         Color:           tem #:         33         Year:         2011           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 755K           erial #:         1T0755KXJBE208909         Model:           override:         Yes         Color:           tem #:         34         Year:         2012           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 644K           erial #:         35         Year:         2012           erial Type:         Motor Vehicle         Make/Desc.:         JOHN DEERE 544K           erial #:         1DW544KZTCD644564         Model:           verride:         Yes         Color:  |              |                   |                                       |
| tem #: 33 erial Type: Motor Vehicle erial #: 170755KXJBE208909 verride: Yes  tem #: 34 erial Type: Motor Vehicle erial #: 10W644KZVCD644415 verride: Yes  tem #: 35 erial Type: Motor Vehicle erial #: 10W644KZVCD644564 verride: Yes  Year: 2012 Make/Desc.: JOHN DEERE 644K Model: Color:  tem #: 35 Year: 2012 Make/Desc.: JOHN DEERE 644K Model: Verride: Yes  Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:  tem #: 35 Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:  Verride: Yes  |              |                   |                                       |
| erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 755K erial #: 170755KXJBE208909 verride: Yes Color:  tem #: 34 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K erial #: 1DW644KZVCD644415 verride: Yes Color:  tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K erial #: 1DW544KZTCD644564 verride: Yes Color:   |              |                   |                                       |
| erial #: 1T0755KXJBE208909 verride: Yes Color:  tem #: 34 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K erial #: 1DW644KZVCD644415 verride: Yes Color:  tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K Model: verride: Yes Color:  tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K Model: verride: Yes Color:   | tem #:       |                   |                                       |
| verride:         Yes         Color:           tem #:         34         Year:         2012           erial Type:         Motor Vehicle         Make/Desc.: JOHN DEERE 644K           erial #:         1DW644KZVCD644415         Model:           verride:         Yes         Color:           tem #:         35         Year:         2012           erial Type:         Motor Vehicle         Make/Desc.: JOHN DEERE 544K           erial #:         1DW544KZTCD644564         Model:           verride:         Yes         Color:  |              |                   |                                       |
| tem #: 34  |              |                   |                                       |
| erial Type:         Motor Vehicle         Make/Desc.: JOHN DEERE 644K           erial #:         1DW644KZVCD644415         Model:           override:         Yes         Color:           tem #:         35         Year:         2012           erial Type:         Motor Vehicle         Make/Desc.: JOHN DEERE 544K           erial #:         1DW544KZTCD644564         Model:           verride:         Yes         Color:  | , verride:   |                   |                                       |
| erial #:       1DW644KZVCD644415       Model:         override:       Yes       Color:         tem #:       35       Year:       2012         erial Type:       Motor Vehicle       Make/Desc.: JOHN DEERE 544K         erial #:       1DW544KZTCD644564       Model:         verride:       Yes       Color:  | tem #:       |                   |                                       |
| verride: Yes Color:  tem #: 35 erial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K erial #: 1DW544KZTCD644564 verride: Yes Color:  |              |                   |                                       |
| tem #: 35 erial Type: Motor Vehicle erial #: 1DW544KZTCD644564 verride: Yes  Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:  |              |                   |                                       |
| erial Type: Motor Vehicle  erial #: 1DW544KZTCD644564  verride: Yes  Make/Desc.: JOHN DEERE 544K  Model:  Color:   |              |                   |                                       |
| erial #: 1DW544KZTCD644564 Model: verride: Yes Color:  | item #:      |                   |                                       |
| verride: Yes Color:  |              |                   | · · · · · · · · · · · · · · · · · · · |
|  |              |                   |                                       |
|  |              |                   |                                       |
|  |              |                   |                                       |

## **Personal Property Registry**

#### Search Result

#### **Serial Property**

Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle Model: 1DW544KZCCD644571 Serial #: Color: Override: Year: 2012 Item #: Make/Desc.: JOHN DEERE 624K Serial Type: Motor Vehicle Model: Serial #: 1DW624KPCCD643079 Color: Override: Year: 2011 Item #: Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle Model: 1DW544KPCBD636872 Serial #: Override: Yes Color: 2011 Year: Item #: Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle 1DW544KZLBD636876 Model: Serial #: Color: Override: 2011 Year: Item #: Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle Serial #: 1DW544KZEBD637156 Model: Color: Override: Yes Year: 2012 Item #: Make/Desc.: FORD F-350 4X4 CREW CAB Serial Type: Motor Vehicle Model: 1FT8W3B60CEB71259 Serial #: Color: Override: Yes Year: 2012 42 Item #: Make/Desc.: FORD F-250 4X4 CREW CAB Serial Type: Motor Vehicle Model: 1FT7W2B64CEC59561 Serial #: Color: Override: No Item #: 43 Make/Desc.: FORD F-250 4X4 CREW CAB Serial Type: Motor Vehicle 1FT7W2B61CEC59565 Model: Serial #: Color: Override: Year: 2012 Item #: 44 Make/Desc.: FORD F-250 4X4 CREW CAB Serial Type: Motor Vehicle 1FT7W2B63CEC47627 Model: Serial #: Override: Color: 2012 Item #: Year: Make/Desc.: FORD F-350 4X4 CREW CAB Serial Type: Motor Vehicle Serial #: 1FT8W3B67CEB71260 Model: Color: Override: 2012 Year: Item #: Make/Desc.: FORD F-150 4X4 SUPER-CREW Serial Type: Motor Vehicle Serial #: 1FTFW1EF0CFB67018 Model: Color: Override: 2012 Item #: Make/Desc.: DODGE 1500 4X4 CREW CAB Serial Type: Motor Vehicle 1C6RD7NT6CS338641 Model: Serial #: Color: Override: No 2008 Item #: Make/Desc.: FORD E350 15 PASSENGER Serial Type: Motor Vehicle 1FBSS31L48DB11821 Model: Serial #: Color: Override: 2008 Item #: Serial Type: Motor Vehicle Make/Desc.: FORD E350 15 PASSENGER 1FBSS31L58DB24626 Model: Serial #: Color: Override: No 2008 Item #: Make/Desc.: FORD E350 15 PASSENGER Serial Type: Motor Vehicle

Model:

Color:

Serial #:

Override:

1FBSS31L78DB35966

## **Personal Property Registry**

## **Search Result**

Search #: 201803775

| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 51<br>Motor Vehicle<br>1FBSS31L08DA87811<br>No | Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color: |
|---|--|---|
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 52<br>Motor Vehicle<br>1FTFW1ET2CFC25510<br>No | Year: 2012 Make/Desc.: FORD F-150 Model: Color:             |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 53<br>Motor Vehicle<br>1FT7W2B69EEA23703<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 54<br>Motor Vehicle<br>1FT7W2B60EEA23704<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 55<br>Motor Vehicle<br>1FT7W2B6XEEA23709<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 56<br>Motor Vehicle<br>1FT7W2B67EEA23702<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:   | 57   | Year: 2014<br>Make/Desc.: FORD F250 4X4                     |
| Serial Type:<br>Serial #:<br>Override:            | Motor Vehicle<br>1FT7W2B65EEA23701<br>No       | Make/Desc.: FURD F250 484  Model: Color:                    |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 58<br>Motor Vehicle<br>1FT7W2B63EEA23700<br>No | Year: 2014<br>Make/Desc.: FORD F250 4X4<br>Model:<br>Color: |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 59<br>Motor Vehicle<br>1FT7W2B68EEA23708<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 60<br>Motor Vehicle<br>1FT7W2B66EEA23707<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 61<br>Motor Vehicle<br>1FT7W2B64EEA23706<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 62<br>Motor Vehicle<br>1FT7W2B62EEA23705<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 63<br>Motor Vehicle<br>1FTFW1EF9DKF99938<br>No | Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 64<br>Motor Vehicle<br>1FTFW1EF6DKF99945<br>No | Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 65<br>Motor Vehicle<br>1FTFW1EF7DKF99937<br>No | Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:          |

## **Personal Property Registry**

#### Search Result

#### Serial Property

66 Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF9DKF99941

Override: Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF4DKF99944

Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF0DKF99942

Override:

Item #: 69

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF2DKF99943

Override:

Item #: 70

Serial Type: Motor Vehicle 1FTFW1EF0DKF99939

Serial #:

Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF8DKF99946

Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF7DKF99940

Override:

Item #:

Serial Type: Motor Vehicle 50

No

Serial #:

Override: Yes

Item #:

Serial Type: Motor Vehicle RW8450H004131

Serial #:

Override: Yes

Item #:

Serial Type: Motor Vehicle

Serial #:

RW8560H001506 Override:

Item #:

Serial Type: Motor Vehicle

Serial #: 1NKDX4TX5DR964073

Override:

Item #:

Serial Type: Motor Vehicle 1NKDX4TX1DR964295 Serial #:

Override: No

Item #:

Serial Type: Motor Vehicle 8501048150

Serial #: Override:

Yes

Item #: 79

Serial Type: Trailer

Serial #:

DWGGAE12112REVE

Override:

No

Item #: 80 Serial Type: Trailer

Serial #: 1559 2014

Make/Desc.: FORD F150 4X4

Model: Color:

2014

Make/Desc.: FORD F150 4X4

Model: Color:

Year:

2014

Make/Desc.: FORD F150 4X4

Model: Color:

> Year: 2014

Make/Desc.: FORD F150 4X4

Model: Color:

2014 Year:

Make/Desc.: FORD F150 4X4

Model:

Color:

2014 Year:

Make/Desc.: FORD F150 4X4

Model: Color:

> 2014 Year:

Make/Desc.: FORD F150 4X4

Model: Color:

1983

Make/Desc.: VERSATILE FWD TRACTOR

Model: Color:

1985

Make/Desc.: JOHN DEERE FWD TRACTOR

Model: Color:

Make/Desc.: JOHN DEERE FWD TRACTOR

Model: Color:

2013 Year:

Make/Desc.: KENWORTH T800 HYDROVAC

Model: Color:

2013 Year:

Make/Desc.: KENWORTH T800 HYDROVAC

Model: Color:

Year:

2008

Make/Desc.: MANITOWOC 8500 CRANE

Model: Color:

Year: 2012

Make/Desc.: BERMINGHAM L-15

Model: Color:

2008

Make/Desc.: BAUER BG24H

Year: Model:



#### **Serial Property**

Color: Override: Year: 2006 Item #: 81 Make/Desc.: BAUER RG19T Serial Type: Trailer Serial #: 86 Model: Color: Override: No 2008 Year: Item #: 82 Make/Desc.: PILECO D19-42 Serial Type: Trailer Model: Serial #: 383 Color: Override: Nο Year: 2008 83 Item #: Make/Desc.: FAMBO HR5000 HAMMER SLED Serial Type: Trailer Model: Serial #: 1559 Color: Override:

#### **General Property**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137 WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240
WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783
WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783
WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464
WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507969
WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507969 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031 CUSTOM-MADE 374DL 49" CLEANUP BUCKET 374DL 62" DIG BUCKET BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E 2006 BAUÉR RG19 T PILING RIG, SERIAL NUMBER 86 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278 2006 VIBRO, SERIAL NUMBER 11314 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID
STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY PROCEEDS DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

#### **End of Search Result**

This is Exhibit "R" referred to in the

Affidavit of

Sworn before me this 29 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



Searching Party: Search Date: Search Type:

Emery Jamieson LLP, Barristers and Solicitors

21-Oct-2014 12:00:46

Search #:

Control #:

201803780

Client Reference: 23577.0011SJW/KRK/ag

Standard

Search Criteria

Search By:

Serial #

Serial Property Type Motor Vehicle

Serial Property # 1DW544KZECD649700

Override

Yes

The following list displays all matches & indicates the ones that were selected.

1 Registration(s) Found: Exacts (1) - Similars (0)

| Selected | Match | Registration # | Serial Property # | Serial Property Type | Year | Make       | Model | Color |
|----------|-------|----------------|-------------------|----------------------|------|------------|-------|-------|
| Yes      | Exact | 301244419      | 1DW544KZECD649700 | Motor Vehicle        |      | JOHN DEERE |       |       |
|          |       |                |                   |                      |      |            |       |       |



# Saskatchewan **Personal Property Registry**

#### Search Result

**Current/Setup - Exact** 

**Registration Type:** 

Personal Property Security Agreement

**Registration Date:** 

18-Sep-2014 09:16:35

Registration #: 301244419

Expiry Date: 18-Sep-2020

**Event Type:** Transaction Reason:

Regular

Setup

**Notations** 

Trust Indenture:

No

Registrant

Party ID: 150000175 - 1

Entity Type: Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY TORONTO, ON

M871T8 Canada

**Secured Party** 

Item #: Party ID:

151593746 - 1

Entity Type: Business

Name:

JOHN DEERE FINANCIAL INC.

Address:

Address:

Address:

Address:

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON, Ontario

L7L5Z4 Canada

T6X1E9

Canada

T5J3N1

Canada

T5H3L3

Canada

1259 91 ST SW

EDMONTON, Alberta

EDMONTON, Alberta

10919 115 ST NW

EDMONTON, Alberta

**Debtor Party** 

Item #: Party ID:

152179662 - 1

Entity Type: Business

Name:

EDMONTON HEAVY EQUIPMENT RENTALS

LTD.

Item #: Party ID:

Entity Type: Person

Name:

152179511 - 1

JESSAMINE, JEFFERY JAMES

152090837 - 1

Item #:

Party ID:

Entity Type: Person

Name:

MACKAY, MATTHEW

Item #:

Party ID:

152179663 - 1 Entity Type: Person

Name:

EDWARDS, DANIEL

Item #: Party ID:

152090838 - 1 Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Address:

951 BLACKETT WYND SW DW

10179 105 ST NW SUITE 505

EDMONTON, Alberta

T6W1B1

Canada

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

T6W1B1

Canada

**Serial Property** 

\* Item #:

Serial Type: Motor Vehicle

Serial #: Override: 1DW544KZECD649700

Make/Desc.: JOHN DEERE Model:

Color:

**General Property** 

Page 2



#### **General Property**

ONE (1) JOHN DEERE 544KXDW 4WD LOADER
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY,
GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES,
DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND
ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE
PROCEEDS OF THE COLLATERAL.

**End of Search Result** 

This is Exhibit "S" referred to in the Affidavit of Linda Merk
Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



Searching Party: Search Date: Search Type:

Emery Jamieson LLP, Barristers and Solicitors 21-Oct-2014 11:56:51

Standard

Search #:

201803769

23577.0011SJW/KRK/ag

Client Reference: Control #:

Search Criteria

Search By:

Serial #

Serial Property Type Motor Vehicle

Serial Property # 1FF350GXTCD808938

Override

Yes

The following list displays all matches & indicates the ones that were selected.

4 Registration(s) Found: Exacts (3) - Similars (1)

| Selected | Match  | Registration # | Serial Property # | Serial Property Type | Year | Make              | Model    | Color |
|----------|--------|----------------|-------------------|----------------------|------|-------------------|----------|-------|
|          | _      |                | 1FF350GXTCD808938 | Motor Vehicle        |      | JOHN DEERE        |          |       |
| Yes      | Exact  | 301222536      | 1FF350GXTCD808938 | Motor Vehicle        |      | JD 350GLC         |          |       |
| Yes      | Exact  | 301239472      | 1FF350GXTCD808938 | Motor Vehicle        | 2013 | JOHN DEERE 350GLC |          |       |
| No       | Simila | 300821493      | 1FUJGEDR1CSBN8938 | Motor Vehicle        | 2012 | FREIGHTLINER      | X12564ST |       |
|          |        |                |                   |                      |      |                   |          |       |



# Saskatchewan **Personal Property Registry**

#### Search Result

**Current - Exact** 

Registration Type:

Personal Property Security Agreement

Registration Date:

23-May-2014 07:36:51

Registration #: 301188988 Expiry Date:

23-May-2020

**Event Type:** 

Amendment

Transaction Reason:

Regular

**Notations** 

Trust Indenture:

No

Registrant

150000175 - 1 Party ID:

Entity Type: Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE OUEENSWAY

TORONTO, ON M8Z1T8

Canada

**Secured Party** 

Item #:

Party ID: 151593746 - 1

Entity Type: Business

Name:

JOHN DEERE FINANCIAL INC.

Address:

Address:

Address:

Address:

1001 CHAMPLAIN AVE SUITE 401

1259 91 ST SW 2ND FLOOR

10179 105 ST NW SUITE 505

EDMONTON, Alberta

EDMONTON, Alberta

10919 115 ST NW

EDMONTON, Alberta

BURLINGTON, Ontario

L7L5Z4 Canada

T6X1E9

T5J3N1

Canada

T5H3L3

Canada

**Debtor Party** 

Item #:

Party ID:

152090835 - 1 Business

**Entity Type:** Name:

EDMONTON HEAVY EQUIPMENT RENTALS

LTD.

Item #: 152090836 - 1

Party ID:

Entity Type: Person

JESSAMINE, JEFF Name:

Item #:

Party ID:

152090837 - 1 Entity Type: Person

Name:

MACKAY, MATTHEW

Item #:

Party ID:

152090838 - 1 Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

T6W1B1

Canada

Item #:

152179511 - 1 Party ID:

Entity Type: Person

Name:

JESSAMINE, JEFFERY JAMES

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta

T5J3N1

Canada

**Serial Property** 

Item #:

Serial Type: Motor Vehicle

1DW770GXJBD641098

Serial #: Override:

Yes

Item #:

Serial Type: Motor Vehicle

1FF350GXJCD808927

Serial #: Override:

Yes

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Year:

Make/Desc.: JOHN DEERE

Model:

Color:

Year:

Search #: 201803769

\* Item #:

21-Oct-2014 11:58:37

Page 2



#### **Serial Property**

Serial Type: Motor Vehicle

Serial #:

1FF350GXTCD808938

Override:

Item #:

Serial Type: Motor Vehicle Serial #:

1DW872GPLCD646096

Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #: Override:

Yes

1DW872GPCDD654518

Yes

Make/Desc.: JOHN DEERE

Model: Color:

Make/Desc.: JOHN DEERE

Model: Color:

Make/Desc.: JOHN DEERE

Model: Color:

#### **General Property**

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER

ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

### **History - Setup**

Registration Type:

Personal Property Security Agreement

Registration Date:

23-May-2014 07:36:51

Registration #: 301188988

Transaction #: 1

Expiry Date: 23-May-2020

**Event Type:** 

Transaction Reason: Regular

Setup

#### **Notations**

Trust Indenture:

Nο

#### Registrant

Party ID: **Entity Type:** 

150000175 - 1

Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON M8Z1T8 Canada

#### Secured Party

Item #:

Party ID:

151593746 - 1

Entity Type: Business Name:

JOHN DEERE FINANCIAL INC.

Address:

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON, Ontario

L7L5Z4 Canada

#### **Debtor Party**

Item #:

Party ID: Entity Type:

Name:

152090835 - 1

Business EDMONTON HEAVY EQUIPMENT RENTALS

1259 91 ST SW 2ND FLOOR

EDMONTON, Alberta T6X1E9

Canada

Item #: Party ID:

152090836 - 1

Entity Type: Person

Address:

Address.

10179 105 ST NW SUITE 505

EDMONTON, Alberta



## Saskatchewan **Personal Property Registry**

#### Search Result

#### **Debtor Party**

Name:

JESSAMINE, JEFF

T5J3N1

Canada

Item #: Party ID:

152090837 - 1

Address:

10919 115 ST NW

**Entity Type:** Name:

Person MACKAY, MATTHEW

EDMONTON, Alberta

T5H3L3 Canada

Item #:

Party ID:

152090838 - 1

Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

Canada

#### **Serial Property**

Item #:

Serial Type: Motor Vehicle

1DW770GXJBD641098

Serial #: Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #:

1FF350GXJCD808927

1FF350GXTCD808938

Override:

Item #:

Serial Type: Motor Vehicle

Serial #: Override:

Item #:

Serial Type: Motor Vehicle 1DW872GPLCD646096

Serial #: Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #: 1DW872GPCDD654518 Yes

Override:

T6W1B1

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

#### **General Property**

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

### **History - Amendment**

**Amendment Date:** 

18-Sep-2014 07:10:52

Registration #: 301188988

Transaction #: 2

Event Type:

Transaction Reason:

Amendment Regular

Registrant Party ID:

150000175 - 1

Entity Type: Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON



#### Registrant

M8Z1T8 Canada

**Debtor Party** 

Action: Item #: Add 5

Party ID: 152179511 - 1
Entity Type: Person
Name: JESSAMINE, JEFFERY JAMES

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta T5J3N1

Canada

Search #: 201803769

21-Oct-2014 11:58:37

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## **Current/Setup - Exact**

**Registration Type:** Registration Date: Commercial Lien

Registration #: 301222536

01-Aug-2015

01-Aug-2014 09:01:13

Expiry Date:

Event Type: Transaction Reason:

Setup Regular

Registrant

150242814 - 1

Party ID:

Name:

Entity Type: Business
Name: BRANDT TRACTOR LTD.

Address:

P.O. BOX 3856, HWY #1 EAST

REGINA, Saskatchewan

S4P3R8 Canada

**Secured Party** 

Item #:

150242814 - 1

Party ID: Entity Type: Business

Name:

BRANDT TRACTOR LTD.

Address:

P.O. BOX 3856, HWY #1 EAST

REGINA, Saskatchewan

S4P3R8

Canada

**Debtor Party** 

Item #: Party ID:

152145106 - 1

Entity Type: Business

Name:

SPRAGUE ROSSER CONT CO LT

Address:

1259-91 STREET

EDMONTON, Alberta

t6x1e9

Canada

**Serial Property** 

\* Item #:

Serial Type: Motor Vehicle

Serial #:

1FF350GXTCD808938

Override:

Yes

Year:

Make/Desc.: JD 350GLC

Model: Color:

**General Property** 

\$5,291.52 1245820



# **Personal Property Registry**

### Search Result

Current/Setup - Exact

Registration Type: Registration Date:

Personal Property Security Agreement

08-Sep-2014 14:19:22

Registration #: 301239472 **Expiry Date:** 08-Sep-2019

**Event Type:** 

Setup

Transaction Reason:

Regular

**Notations** 

Trust Indenture:

No

Registrant

Party ID:

152171711 - 1

Name:

Entity Type: Business

McLennan Ross LLP

Address:

600 West Chambers

12220 Stony Plain Road Edmonton, Alberta

T5N3Y4

Canada

**Secured Party** 

Item #:

Party ID:

152171712 - 1

Entity Type: Business

Name:

EDMONTON HEAVY EQUIPMENT RENTALS

ITD.

Address:

SUITE 201, 1259 - 91 STREET SW

EDMONTON, Alberta

T6X1E9 Canada

**Debtor Party** 

Item #:

Party ID:

152171713 - 1 Entity Type: Business

Name:

SPRAGUE-ROSSER CONTRACTING CO. LTD.

Address:

SUITE 201, 1259 - 91 STREET SW

EDMONTON, Alberta T6X1E9

Canada

Item #:

Party ID:

152171714 - 1 Entity Type: Business

Name:

SPRAGUE-ROSSER LEASING INC.

Address:

505, 10179 - 105 STREET

EDMONTON, Alberta

T5J3N1

Canada

Serial Property

Item #: Serial Type:

Motor Vehicle

Serial #:

1T0710KXHCD221883

Override:

Yes

Item #:

Serial Type: Serial #:

Motor Vehicle CATOCP56LC5P00211

Override:

Yes

Item #: Serial Type:

Motor Vehicle

Serial #:

Override:

B12641 Yes

Item #: Serial Type: Motor Vehicle

Serial #:

90035

Override:

Yes

Item #:

Serial Type: Motor Vehicle 1FF350GXVCD808560

Serial #: Override:

Yes

Item #:

Serial Type: Motor Vehicle Serial #:

1FF470GXTBE470013

Make/Desc.: JOHN DEERE 710K BACKHOE

Model:

Color:

Year: 2008

Make/Desc.: CATERPILLAR CP56 PF

Model: Color:

2012

Make/Desc.: KOMATSU D51PX-22 DOZER

Model:

Color:

Year: 2012

Make/Desc.: KOMATSU D155AX-7 DOZER

Model:

Color: Year:

2012

Make/Desc.: JOHN DEERE 350GLC

Model: Color:

Year:

2012

Make/Desc.: JOHN DEERE 470GLC

Model:

Search #: 201803769

21-Oct-2014 11:58:37

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# (11)

## Saskatchewan

## **Personal Property Registry**

## **Search Result**

#### **Serial Property**

| Override:   | Yes   | Color:  |
|---|---|---|
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 7<br>Motor Vehicle<br>1FF670GXCBE670011<br>Yes  | Year: 2012 Make/Desc.: JOHN DEERE 670GLC Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 8<br>Motor Vehicle<br>1FF870GXJBE870028<br>Yes  | Year: 2012 Make/Desc.: JOHN DEERE 870GLC Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 9<br>Motor Vehicle<br>1FF450DXCA0914048<br>Yes  | Year: 2011 Make/Desc.: JOHN DEERE 450DLC Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 10<br>Motor Vehicle<br>1FF225DXTA0501537<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 225DLC Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 11<br>Motor Vehicle<br>1FF225DXAA0501529<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 225DLC Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 12<br>Motor Vehicle<br>1FF350GXJCD808927<br>Yes | Year: 2013<br>Make/Desc.: JOHN DEERE 350GLC<br>Model:<br>Color: |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 13<br>Motor Vehicle<br>1FF350GXTCD808938<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE 350GLC Model: Color:          |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 14<br>Motor Vehicle<br>1FF470GXTBE470075<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE JD470 Model: Color:           |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 15<br>Motor Vehicle<br>CAT0374DJPAP00135<br>Yes | Year: 2011 Make/Desc.: CATERPILLAR 374DL Model: Color:          |
| Serial Type:<br>Serial #:                         | 16<br>Motor Vehicle<br>1DW770GXJBD641098<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 770G GRADER Model: Color:     |
| Serial Type:<br>Serial #:                         | 17<br>Motor Vehicle<br>1DW872GPLCD646096<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 872GP GRADER Model: Color:    |
| Serial Type:<br>Serial #:                         | 18<br>Motor Vehicle<br>1DW872GPCDD654518<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE Model: Color:                 |
| Serial Type:<br>Serial #:                         | 19<br>Motor Vehicle<br>1FF075DXHBG014478<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 75D Model: Color:             |
| Serial Type:<br>Serial #:                         | 20<br>Motor Vehicle<br>3140<br>Yes              | Year: 2012<br>Make/Desc.: KOMATSU HM400-3<br>Model:<br>Color:   |
|   | 21<br>Motor Vehicle                             | Year: 2012<br>Make/Desc.: KOMATSU HM400-3                       |

#### **Personal Property Registry**

#### Search Result

#### **Serial Property**

Serial #: 3075 Model: Override: Yes Color: Item #: Year: 2012 Serial Type: Motor Vehicle Make/Desc.: KOMATSU HM400-3 Serial #: 3076 Model: Override: Yes Color: Item #: 23 Year: 2012 Serial Type: Motor Vehicle Make/Desc.: KOMATSU HM400-3 Serial #: Model: 3139 Override: Yes Color: Item #: 24 Year: 2008 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 400D ADT Serial #: 621526 Model: Override: Yes Color: Item #: 2009 Year: Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 400D ADT Serial #: 621396 Model: Override: Yes Color: Item #: 26 Year: 2009 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 400D Serial #: 621425 Model: Override: Yes Color: Item #: 2009 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 400D Serial #: 621334 Model: Override: Yes Color: Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 400D Serial #: 624163 Model: Override: Color: Yes Item #: Year: 2011 Make/Desc.: JOHN DEERE 333DT Serial Type: Motor Vehicle Serial #: 1T0333DKEA0193956 Model: Override: Yes Color: Item #: 30 Year: 2012 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 333DT 1T0333DKPCD225871 Serial #: Model: Override: Yes Color: 2012 Item #: 31 Year: Make/Desc.: JOHN DEERE 333DT Serial Type: Motor Vehicle Serial #: 1T0333DKVCD225763 Model: Override: Yes Color: Item #: 32 Year: 2011 Make/Desc.: JOHN DEERE 333DT Serial Type: Motor Vehicle Serial #: 1T0333DMABD203800 Model: Override: Color: Item #: 33 Year: 2011 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 755K Serial #: 1T0755KXJBE208909 Override: Color: Item #: Year: 2012 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 644K Serial #: 1DW644KZVCD644415 Model: Override: Color: Item #: 2012 Serial Type: Motor Vehicle Make/Desc.: JOHN DEERE 544K Serial #: 1DW544KZTCD644564 Model: Override: Color: Yes

Item #:

36

21-Oct-2014 11:58:37

Year:

2012



Serial Property Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle Model: 1DW544KZCCD644571 Serial #: Color: Override: Yes 2012 Year: 37 Make/Desc.: JOHN DEERE 624K Item #: Serial Type: Motor Vehicle Model: 1DW624KPCCD643079 Serial #: Color: Override: Yes 2011 Year: Item #: Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle Model: 1DW544KPCBD636872 Serial #: Color: Override: Yes 2011 Year: 39 Make/Desc.: JOHN DEERE 544K Item #: Serial Type: Motor Vehicle Model: 1DW544KZLBD636876 Serial #: Color: Yes Override: 2011 Item #: 40 Make/Desc.: JOHN DEERE 544K Serial Type: Motor Vehicle Model: 1DW544KZEBD637156 Serial #: Color: Override: 2012 Year: Item #: Make/Desc.: FORD F-350 4X4 CREW CAB Serial Type: Motor Vehicle Model: 1FT8W3B60CEB71259 Serial #: Color: Override: 2012 Year: Item #: Make/Desc.: FORD F-250 4X4 CREW CAB Serial Type: Motor Vehicle Model: 1FT7W2B64CEC59561 Serial #: Color: Override: Nο 2012 Vear: Item #: Make/Desc.: FORD F-250 4X4 CREW CAB Serial Type: Motor Vehicle Model: 1FT7W2B61CEC59565 Serial #: Color: Override: 2012 Year: Make/Desc.: FORD F-250 4X4 CREW CAB Item #: Serial Type: Motor Vehicle Model: 1FT7W2B63CEC47627 Serial #: Color: Override: Nο 2012 Year: 45 Make/Desc.: FORD F-350 4X4 CREW CAB Item #: Serial Type: Motor Vehicle Model: 1FT8W3B67CEB71260 Serial #: Override: 2012 Make/Desc.: FORD F-150 4X4 SUPER-CREW Item #: 46 Serial Type: Motor Vehicle Model: 1FTFW1EF0CFB67018 Serial #: Color: Override: 2012 Item #: Make/Desc.: DODGE 1500 4X4 CREW CAB Serial Type: Motor Vehicle Model: 1C6RD7NT6C5338641 Serial #: Color: Override: 2008 48 Item #: Make/Desc.: FORD E350 15 PASSENGER Serial Type: Motor Vehicle Model: 1FBSS31L48DB11821 Serial #: Color: Override: 2008 Year: Item #: Make/Desc.: FORD E350 15 PASSENGER Serial Type: Motor Vehicle Model: 1FBSS31L58DB24626 Serial #: Color: Override: Nο 2008

Make/Desc.: FORD E350 15 PASSENGER

Year:

Model:

Color:

Item #:

Serial #:

Override:

Serial Type: Motor Vehicle

No

1FBSS31L78DB35966

# (11)

#### Saskatchewan

## **Personal Property Registry**

## **Search Result**

#### Serial Property

|  | 51<br>Motor Vehicle                            | Year: 2008<br>Make/Desc.: FORD E350 15 PASSENGER         |
|--|--|--|
| Serial #:<br>Override:                           | 1FBSS31L08DA87811<br>No                        | Model:<br>Color:   |
| tem #:<br>Gerial Type:<br>Gerial #:<br>Override: | 52<br>Motor Vehicle<br>1FTFW1ET2CFC25510<br>No | Year: 2012<br>Make/Desc.: FORD F-150<br>Model:<br>Color: |
| tem #:<br>ierial Type:<br>ierial #:<br>iverride: | 53<br>Motor Vehicle<br>1FT7W2B69EEA23703<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>erial Type:<br>erial #:<br>Override:   | 54<br>Motor Vehicle<br>1FT7W2B60EEA23704<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>Serial Type:<br>Serial #:<br>Override: | 55<br>Motor Vehicle<br>1FT7W2B6XEEA23709<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>Serial Type:<br>Serial #:<br>Override: | 56<br>Motor Vehicle<br>1FT7W2B67EEA23702<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>ierial Type:<br>ierial #:<br>iverride: | 57<br>Motor Vehicle<br>1FT7W2B65EEA23701<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>erial Type:<br>erial #:<br>lverride:   | 58<br>Motor Vehicle<br>1FT7W2B63EEA23700<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>erial Type:<br>erial #:<br>everride:   | 59<br>Motor Vehicle<br>1FT7W2B68EEA23708<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| erial #:   | 60<br>Motor Vehicle<br>1FT7W2B66EEA23707<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| erial Type:<br>erial #:                          | 61<br>Motor Vehicle<br>1FT7W2B64EEA23706<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| tem #:<br>erial Type:<br>erial #:<br>verride:    | 62<br>Motor Vehicle<br>1FT7W2B62EEA23705<br>No | Year: 2014 Make/Desc.: FORD F250 4X4 Model: Color:       |
| erial Type:<br>erial #:                          | 63<br>Motor Vehicle<br>1FTFW1EF9DKF99938<br>No | Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:       |
| erial Type:<br>erial #:                          | 64<br>Motor Vehicle<br>1FTFW1EF6DKF99945<br>No | Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:       |
| erial Type:                                      | 65<br>Motor Vehicle<br>1FTFW1EF7DKF99937       | Year: 2014<br>Make/Desc.: FORD F150 4X4<br>Model:        |

## **Personal Property Registry**

#### Search Result

#### Serial Property

Item #: 66 Serial Type: Motor Vehicle Serial #: 1FTFW1EF9DKF99941 Override: Item #: Serial Type: Motor Vehicle Serial #: 1FTFW1EF4DKF99944 Override: Item #: Serial Type: Motor Vehicle 1FTFW1EF0DKF99942 Serial #: Override: Item #:

Serial Type: Motor Vehicle
Serial #: 1FTFW1EF2DKF99943 Override: Nο

Item #: Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99939

Override: Item #:

Serial Type: Motor Vehicle Serial #: 1FTFW1EF8DKF99946 Override:

Item #: Serial Type: Motor Vehicle

Serial #: 1FTFW1EF7DKF99940 Override:

Item #:

Serial Type: Motor Vehicle

Serial #: 50 Override: Yes

Item #: Serial Type: Motor Vehicle Serial #: RW8450H004131 Yes

Override:

Item #: Serial Type: Motor Vehicle Serial #: RW8560H001506

Override: Yes Item #: 76

Serial Type: Motor Vehicle Serial #: 1NKDX4TX5DR964073 Nο

Override:

Item #: Serial Type: Motor Vehicle

Serial #: Override:

1NKDX4TX1DR964295

Item #:

78 Serial Type: Motor Vehicle Serial #: 8501048150 Override: Yes

Item #: Serial Type: Trailer

Serial #: DWGGAE12112REVE Override: No

Item #: Serial Type: Trailer Serial #: 1559

Year: 2014 Make/Desc.: FORD F150 4X4

Model: Color:

Year: 2014 Make/Desc.: FORD F150 4X4

Model: Color:

2014

Make/Desc.: FORD F150 4X4

Model: Color:

2014

Make/Desc.: FORD F150 4X4

Model: Color:

Year: 2014

Make/Desc.: FORD F150 4X4

Model: Color:

Year: 2014

Make/Desc.: FORD F150 4X4 Model:

Color:

Year: 2014

Make/Desc.: FORD F150 4X4

Model: Color:

Year: 1983

Make/Desc.: VERSATILE FWD TRACTOR

Model: Color:

1985

Make/Desc.: JOHN DEERE FWD TRACTOR

Model: Color:

Year: 1986

Make/Desc.: JOHN DEERE FWD TRACTOR

Model: Color:

Year: 2013

Make/Desc.: KENWORTH T800 HYDROVAC

Model: Color:

Year: 2013

Make/Desc.: KENWORTH T800 HYDROVAC

Model: Color:

Year: 2008

Make/Desc.: MANITOWOC 8500 CRANE Model:

Color:

Make/Desc.: BERMINGHAM L-15 Model:

Color:

2008

Make/Desc.: BAUER BG24H

Model:



#### **Serial Property**

Override: Color: Item #: 81 Year: 2006 Serial Type: Trailer Make/Desc.: BAUER RG19T Serial #: 86 Model: Override: Nο Color: Item #: 82 Serial Type: Trailer Make/Desc.: PILECO D19-42 Serial #: 383 Model: Override: No Color: Item #: 83 2008 Serial Type: Trailer Make/Desc.: FAMBO HR5000 HAMMER SLED Serial #: 1559 Model: Override: No Color:

#### **General Property**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137 WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240 WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783 WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464 WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999
WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031 CUSTOM MADE 374DL 49" CLEANUP BUCKET 374DL 62" DIG BUCKET BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278 2006 VIBRO, SERIAL NUMBER 11314 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG
ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID
STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC
HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY PROCEEDS DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

#### **End of Search Result**

This is Exhibit "T" referred to in the Affidavit of Linda Merk

Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



Searching Party: Search Date: Search Type:

Emery Jamieson LLP, Barristers and Sollcitors 21-Oct-2014 11:59:42

Standard

Search #: Client Reference: Control #:

201803777

23577.0011SJW/KRK/ag

Search Criteria

Search By:

Serial #

**Serial Property Type** Motor Vehicle

Serial Property # 1DW872GPCDD654518

Override

Yes

The following list displays all matches & indicates the ones that were selected.

2 Registration(s) Found: Exacts (2) - Similars (0)

| Selected | Match | Registration # | Serial Property #     | Serial Property Type | Year | Make       | Model | Color |
|----------|-------|----------------|-----------------------|----------------------|------|------------|-------|-------|
| Yes      | Exact | 301188988      | 1DW872GPCDD65451<br>8 | Motor Vehicle        |      | JOHN DEERE |       |       |
| Yes      | Exact | 301239472      | 1DW872GPCDD65451<br>8 | Motor Vehicle        | 2013 | JOHN DEERE |       |       |



# **Personal Property Registry**

#### Search Result

#### Current - Exact

**Registration Type:** Registration Date: Personal Property Security Agreement

23-May-2014 07:36:51

Registration #: 301188988 **Expiry Date:** 23-May-2020

Event Type: Transaction Reason:

Amendment Regular

**Notations** 

**Trust Indenture:** 

No

Registrant

Party ID: 150000175 - 1

Entity Type: Business

Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON M8Z1T8 Canada

Secured Party

Item #:

Party ID: 151593746 - 1

Entity Type: Business

Name:

JOHN DEERE FINANCIAL INC.

Address:

Address:

Address:

Address:

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON, Ontario

1259-91-ST-SW-2ND-FLOOR

10179 105 ST NW SUITE 505

EDMONTON, Alberta

EDMONTON, Alberta

10919 115 ST NW

EDMONTON, Alberta

L7L5Z4 Canada

T6X1E9

Canada

T5J3N1 Canada

T5H3L3 Canada

**Debtor Party** 

Item #:

Party ID:

152090835 - 1 Business

**Entity Type:** Name:

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

Item #:

Party ID: 152090836 - 1 Entity Type: Person

Name:

JESSAMINE, JEFF

Item #:

152090837 - 1 Party ID: Entity Type:

Person Name:

MACKAY, MATTHEW

Item #:

Party ID: 152090838 - 1

Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

T6W1B1

Canada

Item #: Party ID:

152179511 - 1

Entity Type: Person

Name:

JESSAMINE, JEFFERY JAMES

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta

T5J3N1

Canada

**Serial Property** 

Item #: Serial Type: Motor Vehicle

Serial #:

1DW770GXJBD641098

Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #: Override: 1FF350GXJCD808927

Yes

Item #: 3

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Year:



#### Serial Property

Serial Type: Motor Vehicle

Serial #:

1FF350GXTCD808938

Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #:

1DW872GPLCD646096

Override:

Yes

\* Item #:

Serial Type: Motor Vehicle 1DW872GPCDD654518

Serial #: Override:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

#### **General Property**

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER

ONE (1) JOHN DEERE 350GLFF EXCAVATOR ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

**History - Setup** 

Registration Type:

Personal Property Security Agreement

No

Registration Date:

23-May-2014 07:36:51

Registration #: 301188988

Transaction #: 1 Expiry Date:

23-May-2020

Event Type:

Setup

Transaction Reason: Regular

**Notations** 

**Trust Indenture:** Registrant

> Party ID: 150000175 - 1

Entity Type: Business Name:

(REGISTRY = RECOVERY) INC

Address:

1551 THE QUEENSWAY

TORONTO, ON M8Z1T8

Canada

**Secured Party** 

Item #:

Party ID:

151593746 - 1

Entity Type: Business Name:

JOHN DEERE FINANCIAL INC.

Address:

1001 CHAMPLAIN AVE SUITE 401

BURLINGTON, Ontarlo

L7L5Z4 Canada

**Debtor Party** 

Item #:

Party ID: 152090835 - 1

Entity Type: Business

Entity Type: Person

Name:

EDMONTON HEAVY EQUIPMENT RENTALS

152090836 - 1

LTD.

Address:

1259 91 ST SW 2ND FLOOR

EDMONTON, Alberta T6X1F9

Canada

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta

Search #: 201803777

Item #:

Party ID:

21-Oct-2014 12:01:14

Page 3



#### **Debtor Party**

JESSAMINE, JEFF Name:

T5J3N1

Canada

Item #:

152090837 - 1

Party ID: Entity Type: Person

Name:

MACKAY, MATTHEW

Item #:

Party ID:

152090838 - 1

Entity Type: Person

Name:

EDWARDS, DANIEL ERIC

Address:

10919 115 ST NW

EDMONTON, Alberta

T5H3L3 Canada

Address:

951 BLACKETT WYND SW

EDMONTON, Alberta

T6W1B1 Canada

#### Serial Property

Item #:

Serial Type: Motor Vehicle

Serial #:

1DW770GXJBD641098

Override: Yes

Item #:

Serial Type: Motor Vehicle

1FF350GXJCD808927 Serial #:

Override:

Yes

Item #:

Serial Type: Motor Vehicle 1FF350GXTCD808938

Serial #: Override:

Yes

Item #:

Serial Type: Motor Vehicle 1DW872GPLCD646096

Serial #: Yes

Override:

Item #:

Serial Type: Motor Vehicle

Serial #: Override: 1DW872GPCDD654518

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Make/Desc.: JOHN DEERE

Model: Color:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

Year:

Make/Desc.: JOHN DEERE

Model: Color:

#### **General Property**

ONE (1) JOHN DEERE 770GXDW MOTOR GRADER ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 350GLFF EXCAVATOR

ONE (1) JOHN DEERE 872GP MOTOR GRADER ONE (1) JOHN DEERE 872GP MOTOR GRADER

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.

## **History - Amendment**

**Registration #: 301188988** Transaction #: 2

Amendment Date:

18-Sep-2014 07:10:52

Amendment **Event Type:** Transaction Reason: Regular

Registrant

Search #: 201803777

150000175 - 1 Party ID:

Entity Type: Business

Name:

Address:

1551 THE QUEENSWAY

TORONTO, ON

(REGISTRY = RECOVERY) INC



#### Registrant

M8Z1T8 Canada

**Debtor Party** 

Action: Add

Item #: 5
Party ID: 152179511 - 1
Entity Type: Person
Name: JESSAMINE, JEFFERY JAMES

Address:

10179 105 ST NW SUITE 505

EDMONTON, Alberta T5J3N1 Canada



# **Personal Property Registry**

#### Search Result

#### **Current/Setup - Exact**

Registration Type:

Personal Property Security Agreement

**Registration Date:** 

08-Sep-2014 14:19:22

Registration #: 301239472

Expiry Date: 08-Sep-2019

Event Type:

Transaction Reason:

Setup Regular

**Notations** 

Trust Indenture:

No

Registrant

Party ID:

152171711 - 1

Entity Type: Business Name:

McLennan Ross LLP

Address:

600 West Chambers

12220 Stony Plain Road

Edmonton, Alberta T5N3Y4

Canada

**Secured Party** 

Item #:

Party ID: Entity Type:

152171712 - 1

Name:

Business EDMONTON HEAVY EQUIPMENT RENTALS

Address:

SUITE 201, 1259 - 91 STREET SW

EDMONTON, Alberta

T6X1E9 Canada

**Debtor Party** 

Item #:

Party ID:

152171713 - 1

**Entity Type:** Business

Name:

SPRAGUE-ROSSER CONTRACTING CO. LTD.

Address:

EDMONTON, Alberta T6X1E9

SUITE 201, 1259 - 91 STREET SW

Canada

Item #:

Party ID: 152171714 - 1

Entity Type: Business

Name:

SPRAGUE-ROSSER LEASING INC.

Address:

505, 10179 - 105 STREET

EDMONTON, Alberta T5J3N1

Canada

**Serial Property** 

Item #:

Serial Type: Motor Vehicle

Serial #:

1T0710KXHCD221883

Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

CATOCP56LC5P00211

Override:

Yes

Item #:

Serial Type: Motor Vehicle

Serial #:

B12641

Override:

Yes

Item #:

Serial Type: Motor Vehicle

90035 Serial #:

Override:

Yes

Item #:

Serial Type: Motor Vehicle

1FF350GXVCD808560 Serial #:

Override:

Serial #:

Item #:

Serial Type: Motor Vehicle 1FF470GXTBE470013 Year:

2012

Make/Desc.: JOHN DEERE 710K BACKHOE

Model: Color:

Year:

2008

Make/Desc.: CATERPILLAR CP56 PF

Model: Color:

2012

Make/Desc.: KOMATSU D51PX-22 DOZER

Model: Color:

2012

Make/Desc.: KOMATSU D155AX-7 DOZER

Model: Color:

Make/Desc.: JOHN DEERE 350GLC

Model: Color:

2012 Year:

Make/Desc.: JOHN DEERE 470GLC

Model:

Search #: 201803777 21-Oct-2014 12:01:14 Page 6



## **Personal Property Registry**

## **Search Result**

| verride:  | Yes   | Color:  |
|---|---|---|
| tem #:<br>erial Type:<br>erial #:<br>verride:     | 7<br>Motor Vehicle<br>1FF670GXCBE670011<br>Yes  | Year: 2012 Make/Desc.: JOHN DEERE 670GLC Model: Color:          |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 8<br>Motor Vehicle<br>1FF870GXJBE870028<br>Yes  | Year: 2012 Make/Desc.: JOHN DEERE 870GLC Model: Color:          |
| tem #:<br>erial Type:<br>erial #:<br>override:    | 9<br>Motor Vehicle<br>1FF450DXCA0914048<br>Yes  | Year: 2011 Make/Desc.: JOHN DEERE 450DLC Model: Color:          |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 10<br>Motor Vehicle<br>1FF225DXTA0501537<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 225DLC Model: Color:          |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 11<br>Motor Vehicle<br>1FF225DXAA0501529<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 225DLC Model: Color:          |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 12<br>Motor Vehicle<br>1FF350GXJCD808927<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE 350GLC Model: Color:          |
| tem #:  | 13<br>Motor Vehicle<br>1FF350GXTCD808938<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE 350GLC Model: Color:          |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 14<br>Motor Vehicle<br>1FF470GXTBE470075<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE JD470 Model: Color:           |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 15<br>Motor Vehicle<br>CAT0374DJPAP00135<br>Yes | Year: 2011<br>Make/Desc.: CATERPILLAR 374DL<br>Model:<br>Color: |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 16<br>Motor Vehicle<br>1DW770GXJBD641098<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 770G GRADER Model: Color:     |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 17<br>Motor Vehicle<br>1DW872GPLCD646096<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 872GP GRADER Model: Color:    |
| tem #:<br>Serial Type:<br>Serial #:<br>Override:  | 18<br>Motor Vehicle<br>1DW872GPCDD654518<br>Yes | Year: 2013 Make/Desc.: JOHN DEERE Model: Color:                 |
| tem #:<br>Gerial Type:<br>Gerial #:<br>Override:  | 19<br>Motor Vehicle<br>1FF075DXHBG014478<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 75D Model: Color:             |
| item #:<br>Gerial Type:<br>Gerial #:<br>Override: | 20<br>Motor Vehicle<br>3140<br>Yes              | Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:            |
|   |   |   |



## **Personal Property Registry**

## **Search Result**

| Serial #:<br>Override: | 3075<br>Vas              | Model:                          |
|------------------------|--------------------------|---------------------------------|
| Override:<br>[tem #:   | Yes 22                   | Color: Year: 2012               |
|                        | Motor Vehicle            | Make/Desc.: KOMATSU HM400-3     |
| erial #:               | 3076                     | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 23                       | <b>Year:</b> 2012               |
|                        | Motor Vehicle            | Make/Desc.: KOMATSU HM400-3     |
| erial #:               | 3139                     | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 24                       | <b>Year:</b> 2008               |
| erial Type:            | Motor Vehicle            | Make/Desc.: JOHN DEERE 400D ADT |
| erial #:               | 621526                   | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 25                       | <b>Year:</b> 2009               |
| erial Type:            | Motor Vehicle            | Make/Desc.: JOHN DEERE 400D ADT |
| erial #:               | 621396                   | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 26                       | <b>Year:</b> 2009               |
| erial Type:            | Motor Vehicle            | Make/Desc.: JOHN DEERE 400D     |
| erial #:               | 621425                   | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 27                       | <b>Year:</b> 2009               |
| erial Type:            | Motor Vehicle            | Make/Desc.: JOHN DEERE 400D     |
| erial #:               | 621334                   | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 28                       | <b>Year:</b> 2009               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 400D     |
| erial #:               | 624163                   | Model:                          |
| )verride:              | Yes                      | Color:                          |
| tem #:                 | 29                       | <b>Year:</b> 2011               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 333DT    |
| erial #:               | 1T0333DKEA0193956        | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 30                       | <b>Year:</b> 2012               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 333DT    |
| erial #:               | 1T0333DKPCD225871        | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 31                       | <b>Year:</b> 2012               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 333DT    |
| erial #:               | 1T0333DKVCD225763        | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 32                       | <b>Year:</b> 2011               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 333DT    |
| erial #:               | 1T0333DMABD203800        | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 33                       | <b>Year:</b> 2011               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 755K     |
| erial #:<br>verride:   | 1T0755KXJBE208909<br>Yes | Model:<br>Color:                |
|                        |                          |                                 |
| tem #:                 | 34                       | Year: 2012                      |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 644K     |
| erial #:               | 1DW644KZVCD644415        | Model:                          |
| verride:               | Yes                      | Color:                          |
| tem #:                 | 35                       | <b>Year:</b> 2012               |
|                        | Motor Vehicle            | Make/Desc.: JOHN DEERE 544K     |
| erial #:               | 1DW544KZTCD644564        | Model:                          |
| verride:               | Yes                      | Color:                          |
|                        |                          |                                 |

Item #:

36

Year:

2012



## **Personal Property Registry**

## **Search Result**

#### **Serial Property**

| Serial Type:<br>Serial #:<br>Override:            | Motor Vehicle<br>1DW544KZCCD644571<br>Yes       | Make/Desc.: JOHN DEERE 544K Model: Color:                      |
|---|---|--|
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 37<br>Motor Vehicle<br>1DW624KPCCD643079<br>Yes | Year: 2012 Make/Desc.: JOHN DEERE 624K Model: Color:           |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 38<br>Motor Vehicle<br>1DW544KPCBD636872<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 544K Model: Color:           |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 39<br>Motor Vehicle<br>1DW544KZLBD636876<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 544K Model: Color:           |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 40<br>Motor Vehicle<br>1DW544KZEBD637156<br>Yes | Year: 2011 Make/Desc.: JOHN DEERE 544K Model: Color:           |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 41<br>Motor Vehicle<br>1FT8W3B60CEB71259<br>Yes | Year: 2012 Make/Desc.: FORD F-350 4X4 CREW CAB Model: Color:   |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 42<br>Motor-Vehicle<br>1FT7W2B64CEC59561<br>No  | Year: 2012 Make/Desc.: FORD-F-250-4X4-CREW-CAB Model: Color:   |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 43<br>Motor Vehicle<br>1FT7W2B61CEC59565<br>Yes | Year: 2012 Make/Desc.: FORD F-250 4X4 CREW CAB Model: Color:   |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 44<br>Motor Vehicle<br>1FT7W2B63CEC47627<br>No  | Year: 2012 Make/Desc.: FORD F-250 4X4 CREW CAB Model: Color:   |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 45<br>Motor Vehicle<br>1FT8W3B67CEB71260<br>No  | Year: 2012 Make/Desc.: FORD F-350 4X4 CREW CAB Model: Color:   |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 46<br>Motor Vehicle<br>1FTFW1EF0CFB67018<br>Yes | Year: 2012 Make/Desc.: FORD F-150 4X4 SUPER-CREW Model: Color: |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 47<br>Motor Vehicle<br>1C6RD7NT6CS338641<br>No  | Year: 2012 Make/Desc.: DODGE 1500 4X4 CREW CAB Model: Color:   |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 48<br>Motor Vehicle<br>1FBSS31L48DB11821<br>No  | Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color:    |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 49<br>Motor Vehicle<br>1FBSS31L58DB24626<br>No  | Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color:    |
| Item #:<br>Serial Type:<br>Serial #:<br>Override: | 50<br>Motor Vehicle<br>1FBSS31L78DB35966<br>No  | Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color:    |

## **Personal Property Registry**

#### Search Result

**Serial Property** Item #: 51 Year: 2008 Serial Type: Motor Vehicle Make/Desc.: FORD E350 15 PASSENGER 1FBSS31L08DA87811 Serial #: Model: Override: No Color: Item #: 52 Year: 2012 Make/Desc.: FORD F-150 Serial Type: Motor Vehicle 1FTFW1ET2CFC25510 Serial #: Model: Override: Item #: 53 Year: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 1FT7W2B69EEA23703 Serial #: Model: Override: Item #: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 Serial #: 1FT7W2B60EEA23704 Model: Override: Color: Item #: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 Serial #: 1FT7W2B6XEEA23709 Model: Override: Color: 2014 Year: Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 1FT7W2B67EEA23702 Serial #: Model: Override: Nο Color: Item #: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 1FT7W2B65EEA23701 Serial #: Model: Override: No Color: Item #: 58 Year: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 Serial #: 1FT7W2B63EEA23700 Model: Override: No Color: Item #: Year: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 Serial #: 1FT7W2B68EEA23708 Model: Override: Color: Item #: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 Serial #: 1FT7W2B66EEA23707 Model: Override: Νo Color: Item #: Year: 2014 Serial Type: Motor Vehicle Make/Desc.: FORD F250 4X4 Serial #: 1FT7W2B64EEA23706 Model: Override: No Color: Item #: Year: 2014 Make/Desc.: FORD F250 4X4 Serial Type: Motor Vehicle Serial #: 1FT7W2B62EEA23705 Model: Override: Color: Item #: 2014 Year: Serial Type: Motor Vehicle Make/Desc.: FORD F150 4X4 Serial #: 1FTFW1EF9DKF99938 Model: Override: No Color:

Item #: Serial Type: Motor Vehicle Serial #: 1FTFW1EF6DKF99945

Override: Nο

Serial Type: Motor Vehicle Serial #: 1FTFW1EF7DKF99937 Override:

2014 Make/Desc.: FORD F150 4X4 Model:

Color:

Year:

Year: 2014 Make/Desc.: FORD F150 4X4

Model: Color:

Item #:



## **Personal Property Registry**

#### Search Result

#### Serial Property

Item #:

Serial Type: Motor Vehicle

1FTFW1EF9DKF99941 Serial #:

Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF4DKF99944

Override:

Item #: 68

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF0DKF99942 No

Override:

Item #:

Serial Type: Motor Vehicle

Serial #:

1FTFW1EF2DKF99943

Override:

Item #: 70

Motor Vehicle Serial Type:

Serial #:

1FTFW1EF0DKF99939

Override:

Item #:

Serial Type: Motor Vehicle

1FTFW1EF8DKF99946 Serial #:

No

Override:

Item #: 72

Serial Type: Motor Vehicle Serial #: 1FTFW1EF7DKF99940

Override:

Item #:

Serial Type: Motor Vehicle Serial #: 50

Override:

Yes

Item #:

Serial Type: Motor Vehicle RW8450H004131 Serial #:

Override:

Yes

Item #:

75 Serial Type: Motor Vehicle

RW8560H001506 Serial #:

Override:

Yes

Item #:

Serial Type: Motor Vehicle 1NKDX4TX5DR964073

Serial #: Override:

Item #:

Serial Type: Motor Vehicle

1NKDX4TX1DR964295 Serial #:

Override:

Item #:

Serial Type: Motor Vehicle Serial #: 8501048150

Override:

Item #:

Serial Type: Trailer

Serial #:

DWGGAE12112REVE

Override: No

Item #: 80 Serial Type: Trailer

Serial #: 1559

2014 Year:

Make/Desc.: FORD F150 4X4

2014

Model: Color:

Make/Desc.: FORD F150 4X4

Model:

Color:

2014

Make/Desc.: FORD F150 4X4

Model: Color:

2014

Make/Desc.: FORD F150 4X4

Model: Color:

Year: 2014

Make/Desc.: FORD F150 4X4

Model: Color:

Year: 2014

Make/Desc.: FORD F150 4X4

Model:

Color:

2014 Year:

Make/Desc.: FORD F150 4X4

Model:

Color:

Year: 1983

Make/Desc.: VERSATILE FWD TRACTOR

Model: Color:

1985

Make/Desc.: JOHN DEERE FWD TRACTOR

Model: Color:

Year: 1986

Make/Desc.: JOHN DEERE FWD TRACTOR

Model: Color:

2013

Make/Desc.: KENWORTH T800 HYDROVAC

Model: Color:

2013 Year:

Make/Desc.: KENWORTH T800 HYDROVAC

Model: Color:

2008 Year:

Make/Desc.: MANITOWOC 8500 CRANE

Model: Color:

2012 Year:

Make/Desc.: BERMINGHAM L-15

Model: Color:

Year: 2008

Make/Desc.: BAUER BG24H

Model:



#### Serial Property

Override: Color: Item #: 81 Year: 2006 Make/Desc.: BAUER RG19T Serial Type: Trailer Serial #: 86 Model: Override: No Item #: 82 Year: 2008 Make/Desc.: PILECO D19-42 Serial Type: Trailer Serial #: 383 Model: Override: Item #: 83 2008 Year: Serial Type: Trailer Make/Desc.: FAMBO HR5000 HAMMER SLED Serial #: 1559 Model: Override: No Color:

#### **General Property**

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
WBM JD450DLC EXCAVATOR RIPPER ATTACHMENT, SERIAL NUMBER A507137
WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 509240
WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 512783
WBM 350GLC 71" CLEANUP BUCKET, SERIAL NUMBER 511464
WBM 450G 71" CLEANUP BUCKET, SERIAL NUMBER 507999 WBM 450G 51" DIG BUCKET, SERIAL NUMBER 507966 374DL 77" CLEANUP BUCKET, SERIAL NUMBER 514031 CUSTOM MADE 374DL 49" CLEANUP BUCKET 374DL 62" DIG BUCKET BESL 300 48" TWIST BUCKET, SERIAL NUMBER A512394 2008 BAUER BG24 H PILING RIG, SERIAL NUMBER 1559 2008 FAMBO HR5000 HYDRAULIC HAMMER, SERIAL NUMBER 1559 2012 BERMINGHAM L-15 LEAD SYSTEM, SERIAL NUMBER DWG GA-E12 112 REV E 2006 BAUER RG19 T PILING RIG, SERIAL NUMBER 86 2008 PILECO D19-42 HAMMER, SERIAL NUMBER 383 2011 B415583 HAMMER SLED, SERIAL NUMBER B12278 2006 VIBRO, SERIAL NUMBER 11314 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG ALL BACKHOES, COMPACTORS, DOZERS, EXCAVATORS, GRADERS, TRUCKS, SKID STEERS, WHEEL LOADERS, PASSENGER VANS, TRACTORS, HYDROVACS, BUCKETS, PILING RIGS, HYDRAULIC HAMMERS, CRANES, LEAD SYSTEMS, HAMMERS AND HAMMER SLEDS OF EVERY NATURE AND KIND PURSUANT TO LEASE(S) BETWEEN THE SECURED PÁRTY, AS LESSOR AND THE DEBTORS AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS PLACED ON OR FORMING PART OF SUCH GOODS AND ANY PROCEEDS DERIVED FROM THE SALE OR DISPOSITION OF SUCH GOODS.

THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

#### **End of Search Result**

This is Exhibit "U" referred to in the Affidavit of Linda Merk
Sworn before me this 23 day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking, of affidavits, for John Deere Financial Inc. Expires July 16, 2015.

## Government Corporation/Non-Profit Search of Alberta **Corporate Registration System**

Date of Search:

2014/10/21

Time of Search:

03:59 PM

Search provided by:

**EMERY JAMIESON** 

Service Request Number:

22242654

Customer Reference Number: 23577-0011 KRK

Corporate Access Number: 2016670917

**Legal Entity Name:** 

EDMONTON HEAVY EQUIPMENT RENTALS LTD.

**Legal Entity Status:** 

Active

Alberta Corporation Type: Named Alberta Corporation

**Registration Date:** 

2012/03/23 YYYY/MM/DD

Date of Last Status Change: 2014/06/27 YYYY/MM/DD

#### **Registered Office:**

Street:

2900-10180 101 ST

City:

**EDMONTON** 

Province:

**ALBERTA** 

**Postal Code:** 

T5J 3V5

#### Records Address:

Street:

2900-10180 101 ST

City:

**EDMONTON** 

Province:

**ALBERTA** 

**Postal Code:** 

T5J 3V5

#### Directors:

Last Name:

**JESSAMINE** 

First Name:

**JEFFERY** 

**Street/Box Number:** 505-10179 105 ST

City:

**EDMONTON** 

Province:

**ALBERTA** 

Postal Code:

T5J 3N1

#### **Voting Shareholders:**

**Legal Entity Name:** 

1576981 ALBERTA LTD.

Corporate Access Number: 2015769819

Street:

201, 1259-91 STREET SW

City:

**EDMONTON** 

**Province:** 

**ALBERTA** 

**Postal Code:** 

T6X 1E9

Percent Of Voting Shares: 18

**Legal Entity Name:** 

1737071 ALBERTA LTD.

Corporate Access Number: 2017370715

Street:

201, 1259-91 STREET SW

City:

**EDMONTON** 

**Province:** 

**ALBERTA** 

**Postal Code:** 

T6X 1E9

**Percent Of Voting Shares: 12** 

**Legal Entity Name:** 

PACIFIC FEDERATION CAPITAL GROUP INC.

Corporate Access Number: 2014005231

Street:

201, 1259-91 STREET SW

City:

**EDMONTON** 

Province:

**ALBERTA** 

**Postal Code:** 

T6X 1E9

Percent Of Voting Shares: 70

**Details From Current Articles:** 

The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** 

SEE ELECTRONIC ATTACHMENT

Share Transfers Restrictions: SEE ELECTRONIC ATTACHMENT

Min Number Of Directors:

Max Number Of Directors:

**NONE** 

**Business Restricted To: Business Restricted From:** 

NONE

Other Provisions:

SEE ELECTRONIC ATTACHMENT

Other Information:

#### Last Annual Return Filed:

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2014      | 2014/06/27              |

### Filing History:

| List Date (YYYY/MM/DD) | Type of Filing  |  |
|------------------------|---|--|
| 2012/03/23             | Incorporate Alberta Corporation                             |  |
| 2014/05/02             | Status Changed to Start for Failure to File Annual Returns  |  |
| 2014/06/27             | Enter Annual Returns for Alberta and Extra-Provincial Corp. |  |

#### **Attachments:**

| Attachment Type                 | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---------------------------------|--------------------|----------------------------|
| Share Structure                 | ELECTRONIC         | 2012/03/23                 |
| Restrictions on Share Transfers | ELECTRONIC         | 2012/03/23                 |
| Other Rules or Provisions       | ELECTRONIC         | 2012/03/23                 |

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



This is Exhibit "V" referred to in the Affidavit of Linda Merk
Sworn before me this \_\_\_\_\_\_ day of October, 2014.

A Notary Public

in and for the Province of Ontario

David John Spackman, Notary Public, Regional Municipality of Halton, limited to the attestation of instruments and the taking of affidavits, for John Deere Financial Inc. Expires July 16, 2015.



Industry Canada

Industrie Canada

Office of the Superintendent of Bankruptcy Canada

Bureau du surintendant des faillites Canada

District of:

Alberta

Division No.: Court No.:

01 - Edmonton 24-1906774

Estate No.:

24-1906774

In the Matter of the Bankruptcy of:

Sprague-Rosser Contracting Co. Ltd.

Debtor

ALVAREZ & MARSAL CANADA INC.

Trustee

Ordinary Administration

Date and time of bankruptcy:

September 03, 2014, 06:57

Security:

\$0.00

Date of trustee appointment:

September 03, 2014

Meeting of creditors:

September 22, 2014, 10:00

Hilton Garden Inn (West Edmonton)

17610 Stony Plain Road NW

Edmonton, Alberta

Canada,

Chair:

Trustee

#### CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforenamed debtor filed an assignment under section 49 of the Bankruptcy and Insolvency Act;
- the aforenamed trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy;
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: September 03, 2014, 09:01

E-File/Dépôt Electronique

Official Receiver

