



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
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.

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 JDFl the Contracting Equipment, on the condition that JDFl 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.)

)
 _____)

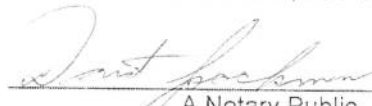
A Notary Public in and for the Province of Ontario.

**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.**

 _____

LINDA MERK

This is **Exhibit "A"** 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.**

100-0289617-004



JOHN DEERE

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 1FF350GXTC808938, 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:

1. The Original Agreement is amended as follows:

Number of Monthly Payments	First Payment Due Date	Amount of each 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	\$ 47,424.26
3	April 1, 2016	\$ 2,580.67
9	July 1, 2016	\$ 47,424.26
3	April 1, 2017	\$ 2,580.67
5	July 1, 2017	\$ 47,424.26

2. The Debtor represents and warrants as follows:

- (i) 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.



JOHN DEERE

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 HEAVY EQUIPMENT RENTALS LTD.

By: _____

Name:
Title:

Witness

Witness

Witness

Jeffery James Jessamine

Matthew MacKay

Daniel Edwards

JOHN DEERE FINANCIAL INC.

By: _____

David Spackman
Manager, Customer Management

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

JUL 07 2016



JOHN DEERE

**FIXED RATE RETAIL INSTALMENT
CONTRACT**
SECURITY 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

100-0289617-004

Customer account number (for internal use only):

004

This Agreement is between Seller and Buyer and Co-Buyer, if any:

Seller's (Dealer's) Full Legal Name and Address (including postal code) BRANDT TRACTOR LTD. 10630 176 STREET EDMONTON, AB T5S1M2 7804846813		Seller's (Dealer's) No. 788413	
		Seller's (Dealer's) GST/HST Registration No. 899544779	
Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1289 91 ST SW 2ND FLOOR EDMONTON, AB T6X1E9 7804835882		Buyer's GST/HST Registration No.	If Buyer is NOT a GST/HST Registrant Check Here <input type="checkbox"/>
		Name and Title of Signing Officer (if Corporation)	
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) JESSAMINE JEFF 10178 105 ST NW SUITE 505 EDMONTON, AB T5J3N1 7803951914		Co-Buyer's Date of Birth (m/d/y) (if Individual) (m/d/y) 08/16/1978	
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) MACKAY MATTHEW 10918 115 ST NW EDMONTON, AB T5H3L3 7809891829		Co-Buyer's Date of Birth (m/d/y) (if Individual) (m/d/y) 07/05/1978	
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) EDWARDS DANIEL ERIC A 951 BLACKETT WYND SW NW SE EDMONTON, AB T6W1B1 7808991999		Co-Buyer's Date of Birth (m/d/y) (if Individual) (m/d/y) 12/12/1972	

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

1. Description of Property. Seller 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 grant us a security interest in the property.

Qty.	Year	New / Used	Mfr.	Model	Property (Size and Description)	Serial No. or Product Identification No.	Cash Selling Price	Box	
1	2012	New	JOHN DEERE	770XDW	JOHN DEERE 770XDW MOTOR GRADER C/W PUSH BLOCK, RIPPER/SCARIFIER	1DW770XJBD641098	\$140,920.00	1(1)	
1	2013	New	JOHN DEERE	360QLFF	JOHN DEERE 360GLO EXCAVATOR	1FF350GXJCD808927	\$262,456.00		
1	2013	New	JOHN DEERE	360QLFF	JOHN DEERE 360GLO EXCAVATOR	1FF350GXJCD808938	\$262,456.00		
1	2012	New	JOHN DEERE	872GP	JOHN DEERE 872GP MOTOR GRADER C/W RIPPER/SCARIFIER, TOPCON TWIN 3D-MC & GR-S BASE UNIT	1DW872GPLCD818C56	\$434,546.00		
1	2012	New	JOHN DEERE	872GP	JOHN DEERE 872GP MOTOR GRADER C/W RIPPER/SCARIFIER, TOPCON TWIN 3D-MC	1DW872GPCDD654918	\$461,346.00		
							Cash Selling Price (total of items above)	\$1,532,020.00	1(2)

2. Trade and/or Down Payment. You agree to sell the following trade(s) to Seller which you confirm is (are) owned by you free 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 allowance below represents the fair market value of the trade(s). You direct Seller to deduct the Payoff Amount due to Encumbrances noted below from the Total Allowance and pay that amount to the Encumbrancer.

Qty.	Year	Mfr.	Model	Description of Trade	Serial No. or Product Identification No.	Allowance	Box	
							2(1)	
						Total Allowance (total of items above)	\$0.00	2(2)

Please notify us immediately at 1601 Champion 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

JE

Prepared by JI ProDocs

GST/HST on Total Allowance (due to you)	\$0.00	2(3)
GST on Total Allowance (due to you)	N/A	2(4)
Payoff Amount due to Encumbrancer	\$0.00	2(5)
Ret Trade (2(2) + 2(3) + 2(4) - 2(5))	\$0.00	2(6)
Cash Back from Seller (Dealer) to Buyer (not to exceed 2(6))	\$0.00	2(7)
Cash Down Payment	\$78,828.00	2(8)
Total Down Payment (2(6) - 2(7) + 2(8))	\$78,828.00	2(9)

3. 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 Maturity Date as follows:

Payment Frequency: Monthly

No. of Pmts.	Amount of Each Payment	First Payment Due Date (m/d/y)
48	\$84,700.00	12/01/2013
Total Amount of Payments		\$1,869,888.00 3(1)
Date Finance Charges Begin (m/d/y)		10/28/2013
Maturity Date (m/d/y)		11/01/2017

4. Cost of Financing Property. Here is what it will cost you to purchase the property described above:

Cash Selling Price (from 1(2))	\$1,532,020.00	4(1)
Documentation Fee	\$600.00	4(2)
Applicable Federal Tax*	\$78,828.00	4(3)
Applicable Provincial Tax*	\$0.00	4(4)
Total Cash Selling Price (4(1) + 4(2) + 4(3) + 4(4) above)	\$1,611,448.00	4(5)
Total Down Payment (from 2(9))	\$78,828.00	4(6)
UNPAID BALANCE (4(5) - 4(6))	\$1,532,620.00	4(7)
Annual Interest Rate (per annum)	4.28%	4(8)
Term (in months)	48	4(9)

*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 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4 or otherwise as JD Canada, or its assignee may designate from time to time. If you fail 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 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 annum. Interest is calculated for each payment period set out in section 3 above on the then outstanding UNPAID BALANCE by applying the Annual Interest Rate to such 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 debt you owe us or any of our affiliates, in spite 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 assign this 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 owe to such assignee, in spite 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 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 anyone else without our written permission. The property must not be used in any illegal 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 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 of the property are in place.

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 settle the claim and charge you what it costs, including incidental expenses which include our court costs, legal fees and expenses on a full indemnity 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 satisfactory to us) against all risks including, without limitation, total loss, fire, theft, damage or destruction. You must also keep the property insured by General Public Liability Insurance 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 relating to the property. You must give JD Canada a Certificate of Insurance as proof that you have such insurance. You assign this insurance to us. The insurance 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 insurance 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 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 insurance 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 claims 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 indemnity 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 fail 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 fail 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 seized 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

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 (if/oe); (4) Check applicable box

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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 benefits of the provisions of *The Limitation of Civil Rights Act (Saskatchewan)* as amended, replaced or substituted from time to time. You agree that all of Part IV (other than section 40) of *The Saskatchewan 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 Annual Interest Rate (as a genuine pre-estimate of damages for loss of a bargain and not as a penalty).

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 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 assignee. The purported assignee 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 or in or to the property. (4) 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 or its right, title and interest in and to the property. (5) You waive further notice of such assignment and acquiesce unconditionally to the assignment and any future assignments. (6) 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. (7) You agree that your obligation to make payments will not be affected by any dispute that may arise between you and Seller. (8) Unless prohibited by applicable law, you 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 you owe under this Agreement or to repossess the property.

Warranties. If the property includes new equipment, Seller agrees to provide 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, 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, waived or disclaimed), and (b) the warranty referred to above, and each of them expressly disclaims to the extent permitted by law any and all representations, 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 waived 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 assignees 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 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, 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 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 void, 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 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 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 insurance 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 cure 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.

Waiver. No delay or omission 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 acquiescence. No waiver shall be effective as against JD Canada and its assignees 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.

Miscellaneous. 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, constitutes the entire agreement between the parties with respect to the property. 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 property except as herein provided. No term, covenant 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, employee or representative of JD Canada except that, with respect to consigned John Deere equipment, Seller is authorized to demonstrate, rent, lease and sell such consigned equipment 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 service. You also agree that we may correct obvious or clerical 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 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 (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 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 or our affiliates to use your 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.

Please notify us immediately at 1001 Chippelain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4, 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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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 as 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, Suite 401, Burlington, Ontario, L7L 5Z4.

Signing. If you have read this Agreement and agree to its terms, sign below. You agree that we may rely on any electronic or facsimile signature as if it were an original. If a Buyer and Co-Buyer sign this Agreement, each of you will be responsible (solidarily 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 as 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 Canada.

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 themselves satisfied therewith: *les parties aux présentes confirment leur volonté expresse de voir la présente Convention de même que tous les documents, y compris tous avis, en rattachement, rédigés en langue anglaise seulement et s'en déclarent satisfaits.*

Buyer's Signature by: _____
Co-Buyer's Signature _____
Co-Buyer's Signature _____
Co-Buyer's Signature _____
Seller's Signature _____

Date (month) Oct 28, 2013

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/yyyy) _____

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

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JOHN DEERE

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. 388481 (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:

- 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".
- 2. 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 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

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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.

EDMONTON HEAVY EQUIPMENT RENTALS LTD. _____
by: _____ Title: _____ Date: _____

JEFF JESSAMINE: _____ Date: _____
MATTHEW MACKAY: _____ Date: _____
DANIEL EDWARDS: _____ Date: Oct 28, 2013

BRANDT TRACTOR LTD. Ed Mat _____ Date: 10/31/2013
by: _____

JOHN DEERE CANADA ULC
By: _____
Date: _____



JOHN DEERE

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

Lessee or Buyer: **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 Canada ULC or its assigns (collectively "JD Canada") (collectively the "Agreements") and that you intend to rent certain of the property listed in the Agreements (the "Property").

Notwithstanding any of the provisions of the Agreements JD Canada 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:

1. This Master Rental Addendum must be completed and signed by you and delivered to JD Canada and this Master Rental Addendum shall be deemed to apply to all present and future Rented Property.
2. You shall, 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:
 - (a) commencement date and term of the rental;
 - (b) full name and address of the Party;
 - (c) detailed description and location of the Rented Property;
 - (d) nature and use of the Rented Property by the Party;
 - (e) details of rental payments;
 - (f) details regarding insurance of the Rented Property, including the name of the insurance company, the name, address and phone number of the broker, the policy number and the policy expiry date;
 - (g) 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 part 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 Rental Agreement.
3. All costs arising out of any Rental Agreement shall be borne by you.
4. 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; (iii) 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 while both you and the Party are not in default.
5. All monies received by you in respect of each Rental Agreement shall be received as mandatory 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 insured, 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 at JD Canada's request.
7. 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 Rented Property; (b) claims against the Rented Property; and (c) liability for the use of the Rented Property.
8. You shall take no action to enforce performance of a Rental Agreement without JD Canada's prior written consent.
9. You shall immediately notify JD 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 limited to, removal of the Rented 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 procure reasonable access to the Rented Property in connection therewith.
11. Nothing herein or in any Rental 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 indemnify JD Canada against any losses and to be responsible for payments due under the Agreements regardless of the performance, loss, damage or destruction of the Rented Property.
12. 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 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 Rental Addendum and to protect the interests of JD Canada.

EDMONTON HEAVY EQUIPMENT RENTAL LTD. by: _____ Date: _____
Title: _____

JEFF JESSAMINE: _____ Date: _____

MATTHEW MACKAY: _____ Date: _____

DANIEL EDWARDS: *DE* Date: Oct 28, 2013

Lessor's (Dealer's) Signature: *SC Mack* Date: 10/31/2013

DE



CORPORATE OFFICER'S CERTIFICATE

I, Jeff Jessamine, 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 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, 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 rescinded and is in full force and effect on the date hereof:

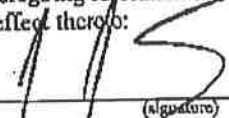
"RESOLVED that:


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 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 prior to the date hereof by such officer or director for such purposes is hereby ratified and approved."

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 thereto:



 (signature)


 (print name of authorized person signing above)
 CEO

 (print title)

 (signature)

 (print name of authorized person signing above)

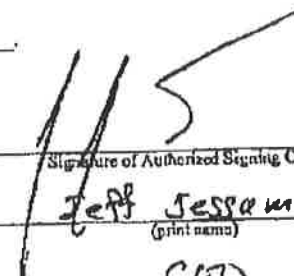
 (print title)


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 _____ day of _____, _____.



 Signature of Authorized Signing Officer
 Name: 

 (print name)
 Title: CEO

 (print title)

100-0287411-1

ALBERTA Registration Report

File Number: 13102811529
 Registration Number: 13102811529
 Registration Type: Security Agreement
 Security Agreement: X
 Sale of Goods:
 Registration Period: 8
 Infinity:
 Trust Indenture:

Requested By: SRDS
 R=R ID #: 506397
 Client Reference #: A474669
 Client Docket #: RAPPORT
 Request Date: 28 Oct 2013 11:45 am
 Register Date: 28 Oct 2013
 Expiry Date: 28 Oct 2019

Debtor Information

Business Name:
 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
 1259 91 ST SW
 EDMONTON AB T6X1E9 CAN

First Given Name: JEFF Middle Name: Surname: JESSAMINE Birth Date (DD/MM/YYYY):

10179 105 ST NW SUITE 505
 EDMONTON AB T5J3N1 CAN

First Given Name: MATTHEW Middle Name: Surname: MACKAY Birth Date (DD/MM/YYYY):

10919 115 ST NW
 EDMONTON AB T5H3L3 CAN

First Given Name: DANIEL Middle Name: Surname: EDWARDS Birth Date (DD/MM/YYYY):

951 BLACKETT WYND SW DW
 EDMONTON AB T6W1B1 CAN

Serial Collateral

Serial No:	Description:	Category:
1DW770GXJBD641088	2012 JOHN DEERE 770GXDW	MOTOR VEHICLE
1FF350GXJCD808827	2013 JOHN DEERE 350GLFF	MOTOR VEHICLE
1FF350GXTCD808938	2013 JOHN DEERE 350GLFF	MOTOR VEHICLE
1DW872GPLCD846096	2012 JOHN DEERE 872GP	MOTOR VEHICLE
1DW872GPCDD854518	2012 JOHN DEERE 872GP	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.

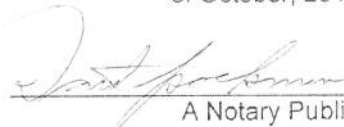
Secured Party

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

Party Code:

Disclaimer: INTERIM, NON-OFFICIAL DOCUMENT

This is Exhibit "B" 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.**

100-0289617-005



JOHN DEERE

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 Payments	First Payment Due Date	Amount of each 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	\$ 830.18
3	April 1, 2017	\$ 86.09
5	July 1, 2017	\$ 830.18

2. The Debtor represents and warrants as follows.

- (i) 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



JOHN DEERE

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 HEAVY EQUIPMENT RENTALS LTD.

By: _____

Name: _____

Title: _____

Witness _____

Witness _____

Witness _____

Jeffery James Jessamine

Matthew MacKay

Daniel Edwards

JOHN DEERE FINANCIAL INC.

By: _____

David Spackman
Manager, Customer Management

Effective Date (to be inserted by John Deere Financial Inc.)
JUL 07 2014

Schedule "A"



JOHN DEERE

FIXED RATE RETAIL INSTALMENT CONTRACT
SECURITY 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

200408

Customer account number (for internal use only): 100-0389617-002
005

This Agreement is between Seller and Buyer and Co-Buyer, if any:

Seller's (Dealer's) Full Legal Name and Address (including postal code) BRANDT TRACTOR LTD. 10630 176 STREET EDMONTON, AB T5S1M2 7804845613	Seller's (Dealer's) No. 733729
	Seller's (Dealer's) GST/HST Registration No. 698544779
Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1250 61 ST SW 2ND FLOOR EDMONTON, AB T6X1E0 7804635862	Buyer's GST/HST Registration No. <input type="checkbox"/> If Buyer is NOT a GST/HST Registrant Check Here <input type="checkbox"/>
	Name and Title of Signing Officer (if Corporation)
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) JESSAMINE JEFF 10179 105 ST NW SUITE 505 EDMONTON, AB T6J3N1 7803951914	Co-Buyer's Date of Birth (m/d/y) (if Individual) (m/d/y) 09/16/1979
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) MACKAY MATTHEW 10919 115 ST NW EDMONTON, AB T5H3L3 7809891629	Co-Buyer's Date of Birth (m/d/y) (if Individual) (m/d/y) 07/05/1976
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any, if Corporation) and Address (including postal code) EDWARDS DANIEL ERIC OR 851 BLACKETT WYND SW SW DE EDMONTON, AB T6W181 7808991899	Co-Buyer's Date of Birth (m/d/y) (if Individual) (m/d/y) 12/12/1972

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

1. **Description of Property.** Seller 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 grant us a security interest in the property.

Qty.	Year	New / Used	Mfr.	Model	Property (Size and Description)	Serial No. or Product Identification No.	Cash Selling Price	Box
1	2010	New	DITCH WATCH	R300	DITCHWATCH R300 TRENCHER	DVA61016	\$24,800.00	1(1)
							Cash Selling Price (total of items above)	\$24,800.00 1(2)

2. **Trade and/or Down Payment.** You agree to sell the following trade(s) to Seller which you confirm is (are) owned by you 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 allowance 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 Encumbrancer.

Qty.	Year	Mfr.	Model	Description of Trade	Serial No. or Product Identification No.	Allowance	Box	
							Total Allowance (total of items above)	\$0.00 2(2)
							GST/HST on Total Allowance (due to you)	\$0.00 2(3)
							GST on Total Allowance (due to you)	N/A 2(4)
							Payoff Amount due to Encumbrancer	\$0.00 2(5)
							Net Trade (2(2) + 2(3) + 2(4) - 2(5))	\$0.00 2(6)
							Cash Back from Seller (Dealer) to Buyer (not to exceed 2(6))	\$0.00 2(7)
							Cash Down Payment	\$1,268.75 2(8)

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

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3. 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 Maturity Date as follows:			4. Cost of Financing Property. Here is what it will cost you to purchase the property described above:	
Payment Frequency: Monthly			Cash Selling Price (from 1(2))	
No. of Pay'ts.	Amount of Each Payment	First Payment Due Date (m/d/y)	Documentation Fees	
48	\$618.71	12/01/2013	\$376.00 4(2)	
Total Amount of Payments			Applicable Federal Tax*	
\$29,698.08 3(1)			\$1,256.78 4(3)	
Date Finance Charges Begin (m/d/y)			Applicable Provincial Tax*	
10/28/2013			\$0.00 4(4)	
Maturity Date (m/d/y)			Total Cash Selling Price 4(1) + 4(2) + 4(3) + 4(4) above	
11/01/2017			\$26,433.75 4(5)	
			Total Down Payment (from 2(6))	
			\$1,256.78 4(6)	
			UNPAID BALANCE 4(5) - 4(6)	
			\$25,176.00 4(7)	
			Annual Interest Rate (per annum)	
			9.99% 4(8)	
			Term (in months)	
			48 4(9)	

*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 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 5Z4 or otherwise as JD Canada, or its assignees may designate from time to time. If you fail 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 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 annum. Interest is calculated for each payment period set out in section 3 above on the then outstanding UNPAID BALANCE by applying the Annual Interest Rate to such 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 debt you owe us or any of our affiliates, in spite 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 assign this 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 owe to such assignee, in spite 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 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 anyone else without our written permission. The property must not be used in any illegal 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 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 of the property are in place.

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 settle the claim and charge you what it costs, including incidental expenses which include our court costs, legal fees and expenses on a full indemnity 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 satisfactory to us) against all risks including, without limitation, total loss, fire, theft, damage or destruction. You must also keep the property insured by General Public Liability Insurance 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 relating to the property. You must give JD Canada a Certificate of Insurance as proof that you have such insurance. You assign this insurance to us. The insurance 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 insurance 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 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 insurance 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 claims 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 indemnity 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 fail 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 fail 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 seized 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 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 benefits of the provisions of *The Limitation of Civil Rights Act* (Saskatchewan) as amended, replaced or substituted from time to time. You agree that all of Part IV (other than section 45) of *The Saskatchewan Farm Security Act*, shall not apply if you are an agricultural corporation within the meaning of that Act.

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

Prepared by JD ProDocs

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).

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 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 assignee. The purported assignee 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 or in or to the property. (4) 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 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 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. (7) You agree that your obligation to make payments will not be affected by any dispute that may arise between you and Seller. (8) Unless prohibited by applicable law, you 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 you owe under this Agreement or to repossess the property.

Warranties. If the property includes new equipment, Seller agrees to provide 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, 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, waived or disclaimed), and (b) the warranty referred to above, and each of them expressly disclaims to the extent permitted by law any and all representations, 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 waived 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 assignees 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 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, 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 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 void, 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 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 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 insurance 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 cure 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.

Waiver. No delay or omission 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 acquiescence. No waiver shall be effective as against JD Canada and its assignees 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.

Miscellaneous. 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, constitutes the entire agreement between the parties with respect to the property. 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 property except as herein provided. No term, covenant 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, employee or representative of JD Canada except that, with respect to consigned John Deere equipment, Seller is authorized to demonstrate, rent, lease and sell such consigned equipment 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 service. You also agree that we may correct obvious or clerical 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 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 (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 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 or our affiliates to use your 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 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

Please notify us immediately at 1001 Chempain Avenue, Suite 401, Burlington, Ontario, L7L 6Z4, if your name or address changes.

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

Original Dealer Copy Customer Copy

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38543D

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, Suite 401, Burlington, Ontario, L7L 5Z4.

Signing. If you have read this Agreement and agree to its terms, sign below. You agree that we may rely on any electronic or facsimile signature as if it were an original. If a Buyer and Co-Buyer sign this Agreement, each of you will be responsible (solidarily 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 as 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 Canada.

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 themselves estopped therewith; les parties aux présentes confirment leur volonté expresse de voir la présente Convention de même que tous les documents, y compris toute avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

Buyer's Signature by: _____

Co-Buyer's Signature _____

Co-Buyer's Signature _____

Co-Buyer's Signature _____

Seller's Signature _____

Date (mm/yy) _____ October 31, 2013 _____

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) _____

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

Prepared by JC ProDocs

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

Original Dealer Copy Customer Copy

JC



JOHN DEERE

**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 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".
2. 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 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.

EDMONTON HEAVY EQUIPMENT RENTALS LTD. _____
by: _____ Title: _____ Date: _____

JEFF JESSAMINE: _____ Date: _____
MATTHEW MACKAY: _____ Date: _____
DANIEL EDWARDS: _____ Date: Oct 28, 2013

BRANDT TRACTOR LTD. _____
by: Clint Andrae _____ Date: 10/31/13

JOHN DEERE CANADA ULC
By: _____
Date: _____

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JOHN DEERE

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

Lessee or Buyer: **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 Installment Agreements entered into from time to time with John Deere Canada ULC or its assigns (collectively "JD Canada") (collectively the "Agreements") and that you intend to rent certain of the property listed in the Agreements (the "Property").

Notwithstanding any of the provisions of the Agreements JD Canada 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:

1. This Master Rental Addendum must be completed and signed by you and delivered to JD Canada and this Master Rental Addendum shall be deemed to apply to all present and future Rented Property.
2. You shall, 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:
 - (a) commencement date and term of the rental;
 - (b) full name and address of the Party;
 - (c) detailed description and location of the Rented Property;
 - (d) nature and use of the Rented Property by the Party;
 - (e) details of rental payments;
 - (f) details regarding insurance of the Rented Property, including the name of the insurance company, the name, address and phone number of the broker, the policy number and the policy expiry date;
 - (g) 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 part 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 Rental Agreement.
3. All costs arising out of any Rental Agreement shall be borne by you.
4. 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; (iii) 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 while both you and the Party are not in default.
5. All monies received by you in respect of each Rental Agreement shall be received as mandatory 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 insured, 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 at JD Canada's request.
7. 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 Rented Property; (b) claims against the Rented Property; and (c) liability for the use of the Rented Property.
8. You shall take no action to enforce performance of a Rental Agreement without JD Canada's prior written consent.
9. 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 Rented 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 procure reasonable access to the Rented Property in connection therewith.
11. Nothing herein or in any Rental 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 indemnify JD Canada against any losses and to be responsible for payments due under the Agreements regardless of the performance, loss, damage or destruction of the Rented Property.
12. 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 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 Rental Addendum and to protect the interests of JD Canada.

EDMONTON HEAVY EQUIPMENT RENTALS LTD. /Y/	_____	Date: _____
Title: _____		_____
JEFF JESSAMINE:	_____	Date: _____
MATTHEW MACKAY:	_____	Date: _____
DANIEL EDWARDS:		Date: <u>Oct 28 2013</u>
Lessor's (Dealer's) Signature:		Date: <u>10/31/13</u>

EL



JOHN DEERE

CORPORATE OFFICER'S CERTIFICATE

I, J. H. Jessamine, 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 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, 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 rescinded and is in full force and effect on the date hereof:

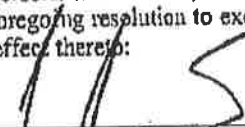
"RESOLVED that:

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 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 prior to the date hereof by such officer or director for such purposes is hereby ratified and approved."

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 thereto:



 (signature)
 Jeff Jessamine

 (print name of authorized person signing above)
 CEO/President

 (print title)

 (signature)

 (print name 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, 2013.



 Signature of Authorized Signing Officer
 Name: Jeff Jessamine

 (print name)
 Title: CEO/President

 (print title)

ALBERTA Registration Report

100-0289617-002

File Number: 13102810619
 Registration Number: 13102810619
 Registration Type: Security Agreement
 Security Agreement: X
 Sale of Goods:
 Registration Period: 6
 Infinity:
 Trust Indenture:

Requested By: PBLUME
 R#R ID #: 506360
 Client Reference #: A474670
 Client Docket #: 768413
 Request Date: 28 Oct 2013 11:41 am
 Register Date: 28 Oct 2013
 Expiry Date: 28 Oct 2018

Debtor Information

Business Name:
 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
 1259 91 ST SW 2ND FLOOR
 EDMONTON AB T6X 1E9

First Given Name: JEFF Vehicle Name: JESSAMINE Summary: JESSAMINE Birth Date (DD/MM/YYYY):

10179 105 ST NW SUITE 505
 EDMONTON AB T5J 3N1

First Given Name: MATTHEW Vehicle Name: MACKAY Summary: MACKAY Birth Date (DD/MM/YYYY):

10919 115 ST NW
 EDMONTON AB T5H 3L3

First Given Name: DANIEL Middle Name: EDWARDS Summary: EDWARDS Birth Date (DD/MM/YYYY):

951 BLACKETT WYND SW DW
 EDMONTON AB T6W 1B1

Serial Collateral

Serial No:	Description:	Category
1DW770GXJBD641098	2012 JOHN DEERE 770GXDW	MOTOR VEHICLE
1FF350GXJCD808927	2013 JOHN DEERE 350GLFF	MOTOR VEHICLE
1FF350GXTCD808938	2013 JOHN DEERE 350GLFF	MOTOR VEHICLE
1DW872GPLCD646096	2012 JOHN DEERE 872GP	MOTOR VEHICLE
1DW872GPCDD654518	2012 JOHN DEERE 872GP	MOTOR VEHICLE

General Collateral

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

Secured Party

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

Party Code:

Disclaimer: INTERIM, NON-OFFICIAL DOCUMENT

This is Exhibit "C" 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.**

100-0289617-006



JOHN DEERE

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 Payments	First Payment Due Date	Amount of each Payment
3	May 1, 2014	\$ 277.05
8	August 1, 2014	\$ 11,231.13
3	April 1, 2015	\$ 277.05
9	July 1, 2015	\$ 11,231.13
3	April 1, 2016	\$ 277.05
9	July 1, 2016	\$ 11,231.13
3	April 1, 2017	\$ 277.05
5	July 1, 2017	\$ 11,231.13

2 The Debtor represents and warrants as follows:

- (i) 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



JOHN DEERE

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 HEAVY EQUIPMENT RENTALS LTD.

By: _____

Name:
Title:

Witness

Witness

Witness

Joffery James Jessamine

Matthew MacKay

Daniel Edwards

JOHN DEERE FINANCIAL INC.

By: _____

David Spackman
Manager, Customer Management

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

JUL 07 2014

enclosure "A"



JOHN DEERE

**FIXED RATE RETAIL INSTALMENT
CONTRACT**
SECURITY 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

100-0289617-003

Customer account number (for internal use only):

0010

This Agreement is between Seller and Buyer and Co-Buyer, if any:

Seller's (Dealer's) Full Legal Name and Address (including postal code) BRANDT TRACTOR LTD. 10630 176 STREET EDMONTON, AB T5S1M2 7804848613		Seller's (Dealer's) No. 788413	
		Seller's (Dealer's) GST/HST Registration No. 899544779	
Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any; if Corporation) and Address (including postal code) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 81 ST SW 2ND FLOOR EDMONTON, AB T6X1E9 7804835882		Buyer's GST/HST Registration No.	If Buyer is NOT a GST/HST Registrant Check Here <input type="checkbox"/>
		Name and Title of Signing Officer (if Corporation)	
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any; if Corporation) and Address (including postal code) JESAMINE JEFF 10179 106 ST NW SUITE 505 EDMONTON, AB T6J3N1 7803951914		Co-Buyer's Date of Birth (m/d/y) (if individual) (m/d/y) 08/18/1978	
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any; if Corporation) and Address (including postal code) MACKAY MATTHEW 10919 113 ST NW EDMONTON, AB T5H3L3 7809891829		Co-Buyer's Date of Birth (m/d/y) (if individual) (m/d/y) 07/05/1978	
Co-Buyer's Full Legal Name (Last, First and Second, if Individual; French and English language version, if any; if Corporation) and Address (including postal code) EDWARDS DANIEL ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1 7809991999		Co-Buyer's Date of Birth (m/d/y) (if individual) (m/d/y) 12/12/1972	

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

1. **Description of Property.** Seller 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 grant us a security interest in the property.

Qty.	Year	New / Used	Mfr.	Model	Property (Size and Description)	Serial No. or Product Identification No.	Cash Selling Price	Box
1	2012	New	JOHN DEERE	470GLC	JOHN DEERE 470GLC EXCAVATOR CAN 36" BUCKET	1FF470GXTBE470076	\$378,340.00	1(1)
						Cash Selling Price (total of items above)	\$378,340.00	1(2)

2. **Trade and/or Down Payment.** You agree to sell the following trade(s) to Seller which you confirm is (are) owned by you free and clear of all security interests, hypothec, liens and other encumbrances except in favour of the person(s) and to the extent shown below. You agree that the trade allowance 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 Encumbrancer.

Qty.	Year	Mfr.	Model	Description of Trade	Serial No. or Product Identification No.	Allowance	Box
							2(1)
Total Allowance (total of items above)						\$0.00	2(2)
GST/HST on Total Allowance (due to you)						\$0.00	2(3)
GST on Total Allowance (due to you)						N/A	2(4)
Payoff Amount due to Encumbrancer						\$0.00	2(5)
Net Trade (2(2) + 2(3) + 2(4) - 2(5))						\$0.00	2(6)
Cash Back from Seller (Dealer) to Buyer (not to exceed 2(6))						\$0.00	2(7)

Please notify us immediately at 1001 Champlain Avenue, Suite 401, Burlington, Ontario, L7L 6Z4, if your name or address changes.

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(1) Print one copy; (2) Obtain signatures; (3) Photocopy 1/100; (4) Check applicable box

Original Dealer Copy Customer Copy

Handwritten mark

Cash Down Payment			\$18,842.00	2(8)
Total Down Payment (2(8) - 2(7) + 2(8))			\$18,842.00	2(9)
3. 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 Maturity Date as follows:				
Payment Frequency: Monthly				
No. of Payts.	Amount of Each Payment	First Payment Due Date (m/d/y)		
48	\$9,150.85	12/01/2013		
Total Amount of Payments		\$301,720.80	3(1)	
Date Finance Charges Begin (m/d/y)		10/28/2013		
Maturity Date (m/d/y)		11/01/2017		
4. Cost of Financing Property. Here is what it will cost you to purchase the property described above:				
Cash Selling Price (from 1(2))			\$376,340.00	4(1)
Documentation Fees			\$500.00	4(2)
Applicable Federal Tax*			\$18,842.00	4(3)
Applicable Provincial Tax*			\$0.00	4(4)
Total Cash Selling Price (4(1) + 4(2) + 4(3) + 4(4) above)			\$395,682.00	4(5)
Total Down Payment (from 2(9))			\$18,842.00	4(6)
UNPAID BALANCE (4(5) - 4(6))			\$376,840.00	4(7)
Annual Interest Rate (per annum)			1.50%	4(8)
Term (in months)			48	4(9)

*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 Chempain Avenue, Suite 401, Burlington, Ontario, L7L 6Z4 or otherwise as JD Canada, or its assignee may designate from time to time. If you fail to make a payment when it is due or if any of the events listed below under "Default" occur, subject to any notice required by law, we 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 annum. Interest is calculated for each payment period set out in section 3 above on the then outstanding UNPAID BALANCE by applying the Annual Interest Rate to such 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 debt you owe us or any of our affiliates, in spite 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 assign this 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 owe to such assignee, in spite 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 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 anyone else without our written permission. The property must not be used in any illegal 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 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 of the property are in place.

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 settle the claim and charge you what it costs, including incidental expenses which include our court costs, legal fees and expenses on a full indemnity 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 satisfactory to us) against all risks including, without limitation, total loss, fire, theft, damage or destruction. You must also keep the property insured by General Public Liability Insurance 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 relating to the property. You must give JD Canada a Certificate of Insurance as proof that you have such insurance. You assign this insurance to us. The insurance 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 insurance 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 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 insurance 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 claims 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 indemnity 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 fail 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 fail 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 seized 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 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 benefits of the provisions of *The Limitation of Civil Rights*

Please notify us immediately at 1001 Chempain Avenue, Suite 401, Burlington, Ontario, L7L 6Z4, 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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Act (Saskatchewan) as amended, replaced or substituted from time to time. You agree that all of Part IV (other than section 48) of The Saskatchewan 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 Annual Interest Rate (as a genuine pre-estimate of damages for loss of a bargain and not as a penalty).

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 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 assignee. The purported assignee 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 or in or to the property. (4) 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 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 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. (7) You agree that your obligation to make payments will not be affected by any dispute that may arise between you and Seller. (8) Unless prohibited by applicable law, you shall not use any such claims against Seller as a defence, set-off, compensation or counterclaim against any efforts by JD Canada or its assignees(a) 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 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, 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, waived or disclaimed), and (b) the warranty referred to above, and each of them expressly disclaims to the extent permitted by law any and all representations, 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 waived 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 assignees 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 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, 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 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 void, 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 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 delegation to: (i) endorse all cheques made payable to JD Canada and you, jointly, in connection with this 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 (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 cure 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.

Waiver. No delay or omission 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 acquiescence. No waiver shall be effective as against JD Canada and its assignees 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.

Miscellaneous. 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, constitutes the entire agreement between the parties with respect to the property. 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 property except as herein provided. No term, covenant 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, employee or representative of JD Canada except that, with respect to assigned John Deere equipment, Seller is authorized to demonstrate, rent, lease and sell such assigned equipment 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 service. You also agree that we may correct obvious or clerical 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 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 (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 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 or our affiliates to use your 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 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.

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 *OK*

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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, Suite 401, Burlington, Ontario, L7L 5Z4.

Signing. If you have read this Agreement and agree to its terms, sign below. You agree that we may rely on any electronic or facsimile signature as if it were an original. If a Buyer and Co-Buyer sign this Agreement, each of you will be responsible (solidarity 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 as 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 Canada.

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 themselves satisfied therewith; les parties aux présentes confirment leur volonté expresse de voir la présente Convention de même que tous les documents, y compris tous avis, s'y rapportant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

Buyer's Signature by: _____
Co-Buyer's Signature _____
Co-Buyer's Signature _____
Co-Buyer's Signature _____
Seller's Signature St. Max
Date (m/d/y) 10/31/2013

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 (m/d/d/yyyy) _____

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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JOHN DEERE

**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. 366514 (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:

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".
2. 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 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

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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.

EDMONTON HEAVY EQUIPMENT RENTALS LTD. _____
by: _____ Title: _____ Date: _____

JEFF JESSAMINE: _____ Date: _____
MATTHEW MACKAY: _____ Date: Oct 3
DANIEL EDWARDS: _____ Date: Oct 28, 2013

BRANDT TRACTOR LTD. _____
by: _____ Date: 10/31/2013

JOHN DEERE CANADA ULC
By: _____
Date: _____

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JOHN DEERE

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

Lessee or Buyer: 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 Installment Agreements entered into from time to time with John Deere Canada ULC or its assigns (collectively "JD Canada") (collectively the "Agreements") and that you intend to rent certain of the property listed in the Agreements (the "Property").

Notwithstanding any of the provisions of the Agreements JD Canada 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:

1. This Master Rental Addendum must be completed and signed by you and delivered to JD Canada and this Master Rental Addendum shall be deemed to apply to all present and future Rented Property.
2. You shall, 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:
 - (a) commencement date and term of the rental;
 - (b) full name and address of the Party;
 - (c) detailed description and location of the Rented Property;
 - (d) nature and use of the Rented Property by the Party;
 - (e) details of rental payments;
 - (f) details regarding insurance of the Rented Property, including the name of the insurance company, the name, address and phone number of the broker, the policy number and the policy expiry date;
 - (g) 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 part 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 Rental Agreement.
3. All costs arising out of any Rental Agreement shall be borne by you.
4. 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; (iii) 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 while both you and the Party are not in default.
5. All monies received by you in respect of each Rental Agreement shall be received as mandatary 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 insured, 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 at JD Canada's request.
7. 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 Rented Property; (b) claims against the Rented Property; and (c) liability for the use of the Rented Property.
8. You shall take no action to enforce performance of a Rental Agreement without JD Canada's prior written consent.
9. 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 Rented 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 procure reasonable access to the Rented Property in connection therewith.
11. Nothing herein or in any Rental 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 indemnify JD Canada against any losses and to be responsible for payments due under the Agreements regardless of the performance, loss, damage or destruction of the Rented Property.
12. 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 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 Rental Addendum and to protect the interests of JD Canada.

EDMONTON HEAVY EQUIPMENT RENTAL LTD. by: _____ Date: _____
Title: _____

JEFF JESSAMINE: _____ Date: _____

MATTHEW MACKAY: _____ Date: _____

DANIEL EDWARDS: _____ Date: Oct 28, 2013.

Lessor's (Dealer's) Signature: [Signature] Date: 10/31/2013

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CORPORATE OFFICER'S CERTIFICATE

I, Jeff Jessamine, 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 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, 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 rescinded and is in full force and effect on the date hereof:

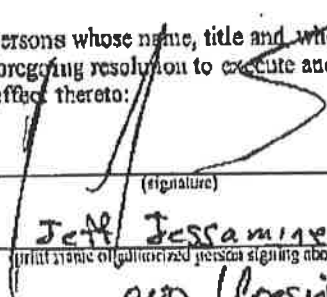
"RESOLVED that:

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 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 prior to the date hereof by such officer or director for such purposes is hereby ratified and approved."

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 thereto:



 (signature)
 Jeff Jessamine

 (print name of authorized person signing above)
 CEO / President

 (print title)

 (signature)

 (print name of authorized person signing above)

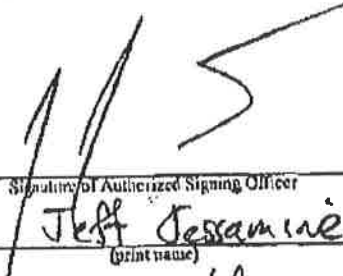
 (print title)

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 _____ day of _____, _____.



 Signature of Authorized Signing Officer
 Name: Jeff Jessamine

 (print name)
 Title: CEO / President

 (print title)

100-0289617-003

ALBERTA Registration Report

File Number: 13102811579
 Registration Number: 13102811579
 Registration Type: Security Agreement
 Security Agreement: X
 Sale of Goods:
 Registration Period: 6
 Infinity:
 Trust Indenture:

Requested By: SRDS
 R#R ID #: 506398
 Client Reference #: A474871
 Client Docket #: RAPPOR
 Request Date: 28 Oct 2013 11:45 am
 Register Date: 28 Oct 2013
 Expiry Date: 28 Oct 2019

Debtor Information

Business Name:
 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
 1259 91 ST SW

EDMONTON	AB	T6X1E9	CAN	First Given Name: JEFF	Middle Name: Vicole Name: JESSAMINE	Birth Date (DD/MM/YYYY):
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10179 105 ST NW SUITE 505 EDMONTON	AB	T5J3N1	CAN	First Given Name: MATTHEW	Middle Name: Vicole Name: MACKAY	Birth Date (DD/MM/YYYY):
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10819 115 ST NW EDMONTON	AB	T5H3L3	CAN	First Given Name: DANIEL	Middle Name: Vicole Name: EDWARDS	Birth Date (DD/MM/YYYY):
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951 BLACKETT WYND SW DW EDMONTON	AB	T6W1B1	CAN			
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Serial Collateral

Serial No: 1FF470GXTBE470075	Description: 2012 JOHN DEERE 470GLC	Category: MOTOR VEHICLE
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General Collateral


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.

Secured Party

JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON	ON	L7L 5Z4	CAN	Party Code:
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Disclaimer: INTERIM, NON-OFFICIAL DOCUMENT

This is Exhibit "D" 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.**



JOHN DEERE

**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

Customer account number (for internal use only):

GST/HST # 133 846 758 RT / 89492 5288 RT
QST # 1015119604 / 1021008431

100-0089817-007

Lessor's (Dealer's) Full Legal Name and Address (including postal code) BRANDT TRACTOR LTD. 10630 176 STREET EDMONTON, AB T5S1M2 7804846613	Lessor's (Dealer's) No.: 766413
	Lessor's (Dealer's) GST/HST/QST Registration No.: 899544779
Lessee's Full Legal Name (Last, First and Second, if Individual; English and French version, if any, if Corporation) and Address (including postal code) EDMONTON HEAVY EQUIPMENT RENTALS LTD. 1259 91 ST SW, 2ND FLOOR EDMONTON, AB T6X1E9 7804635862	Lessee's GST/HST/QST Registration No.: Name and Title of Signing Officer (if Corporation)
Co-Lessee's Full Legal Name (Last, First and Second, if Individual; English and French version, if any, if Corporation) and Address (including postal code) JESSAMINE JEFFERY JAMES 10179 105 ST NW SUITE 505 EDMONTON, AB T5J3N1 7803961914	Co-Lessee's GST/HST/QST Registration No.: Co-Lessee's Date of Birth (m/d/y) 06/ 16/ 1978
Co-Lessee's Full Legal Name (Last, First and Second, if Individual; English and French version, if any, if Corporation) and Address (including postal code) MACKAY MATTHEW 10919 115 ST NW EDMONTON, AB T5H3L3 7809991629	Co-Lessee's GST/HST/QST Registration No.: Co-Lessee's Date of Birth (m/d/y) 07/ 05/ 1976
Co-Lessee's Full Legal Name (Last, First and Second, if Individual; English and French version, if any, if Corporation) and Address (including postal code) EDWARDS DANIEL 951 BLACKETT WYND SW DW EDMONTON, AB T6W1B1 7806991999	Co-Lessee's GST/HST/QST Registration No.: Co-Lessee's Date of Birth (m/d/y) 12/ 12/ 1972

For the purpose of this Lease, "Lessee" means the Lessee and Co-Lessee, if any, set out above. "Lessor" above means the Dealer and then John Deere Canada ULC ("JD Canada") when the Dealer assigns (transfers) this Lease after you sign it. LESSEE AGREES TO LEASE THE EQUIPMENT DESCRIBED IN CLAUSE 1 UPON AND SUBJECT TO THE TERMS AND CONDITIONS SET OUT HEREIN.

1. Equipment Description: The Lessor agrees to lease to you and you agree to lease the following equipment, on the terms and conditions set out in this Lease:

QTY.	YEAR	NEW / USED	MFR.	MODEL	EQUIPMENT (SIZE AND DESCRIPTION)	POWER TAKE-OFF / NET POWER / HORSEPOWER	SERIAL NO. OR PRODUCT IDENTIFICATION NO.
1	2013	New	JOHN DEERE	544KXD W	JOHN DEERE 544KXDW WHEEL LOADER C/W WARRANTY		10W544KZCED649700

For the purpose of this Lease, "Equipment" means the equipment described above and all substitutions therefor, all additions, accessories and accessories thereto, all replacement parts and repairs and all alterations or improvements thereto and all of the proceeds thereof.

2. Delivery: Lessee hereby accepts delivery of the Equipment in good operating condition and repair. **3. Equipment Will Be Located At:** 1259 91 ST SW, 2ND FLOOR EDMONTON, AB T6X1E9

4. Certificate(s) Of Insurance must be provided prior to delivery of the Equipment, in accordance with clause 17 hereof.

Agent _____ Insurance Co. _____ Telephone No. _____

5. Commencement Date Of Lease (m/d/y): 05/02/2014 **6. Term Of Lease:** This Lease shall be for a term of 48 months.

7. Terms Of Repayment: In return for leasing the Equipment described above, you promise to pay the Total Rental Payment(s) (including applicable taxes) from the Commencement Date of Lease throughout the Term of Lease as set out below:

Payment Frequency: Monthly

No. of Pay'ts.	First Payment Due Date (m/d/y)	Rental Payment (excluding applicable taxes)	Applicable Provincial Tax** (per payment)	Applicable Federal Tax** (per payment)	Rental Payment (including applicable taxes)
1	05/02/2014	\$0.00	\$0.00	\$0.00	\$0.00
10	06/02/2014	\$3,805.20	\$0.00	\$190.26	\$3,995.46

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

No. of Pmts.	First Payment Due Date (m/d/y)	Rental Payment (excluding applicable taxes)	Applicable Provincial Tax** (per payment)	Applicable Federal Tax** (per payment)	Rental Payment (including applicable taxes)
3	04/02/2015	\$0.00	\$0.00	\$0.00	\$0.00
9	07/02/2015	\$3,805.20	\$0.00	\$190.26	\$3,995.46
3	04/02/2016	\$0.00	\$0.00	\$0.00	\$0.00
9	07/02/2016	\$3,805.20	\$0.00	\$190.26	\$3,995.46
3	04/02/2017	\$0.00	\$0.00	\$0.00	\$0.00
10	07/02/2017	\$3,805.20	\$0.00	\$190.26	\$3,995.46
Total Rental Payments (excluding applicable taxes):		\$144,587.60	Total Rental Payments (including applicable taxes):		\$161,827.48

**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 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 falling 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 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 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 time during regular business hours enter upon Lessee's premises or elsewhere to inspect the Equipment and Lessee's records 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 policy or 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

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

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 enable Lessor 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) (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 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 following remedies:

- (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;
- (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 Lessor by Lessee for such purpose) and apply the same against any monies expressed to be payable from time to time by Lessee hereunder;
- (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 calculated as follows:

- (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 been made but for this provision; plus
- (iii) 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 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

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[Handwritten signature]
Page 3 of 5

Equipment, its surrender, or its subsequent sale, shall not affect and shall not be affected by Lessor's rights to sue Lessee, Lessee's guarantor 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 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 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 bank.

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 (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 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 or our affiliates to use your 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 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, Suite 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

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96065

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 and void.

Lessee's Signature by: _____

Co-Lessee's Signature _____

Co-Lessee's Signature _____

Co-Lessee's Signature _____

Lessor's (Dealer's) Signature _____

Dated (m/d/y) _____

May 21 2014

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JOHN DEERE

**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. 422529 (the "Agreement")

BETWEEN BRANDT TRACTOR 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".
2. 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 deleted in its entirety

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

EDMONTON HEAVY EQUIPMENT RENTAL

BRANDT TRACTOR LTD.

By: _____
Date: _____

By: _____
Date: _____

JEFFERY JAMES JESSAMINE

MATTHEW MACKAY

DANIEL EDWARDS

Date: _____

Date: _____

Date: June 6/2014

JOHN DEERE CANADA ULC

AARON LUCAS

Date: _____
MANAGER, CREDIT

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD.
P158)
10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 526853

Security Agreement

Control #: F03104051

Registration Date: 2014-Mar-31

Registration #: 14033112663

Financing Change Statement

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

Place an (X) in the appropriate box

Renew for: (1-25 years) _____

OR Renew for Infinity:

Total Discharge : Discharge permanently removes ALL record of the registration(s).

Name of Person Authorized to Complete this section	Authorized Signature	Area Code & Telephone #:	Reference #:



Security Agreement

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

1 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

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

Secured Party / Parties

Block

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

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1DW544KZECD649700	2013	JOHN DEERE 544KXDW	MV - Motor Vehicle

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

Collateral: General




Block **Description**

1 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
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.**

225348



JOHN DEERE

**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

JDCI account number (for internal use only): 100-0249307-005
GST # 133 846 758 RT / 89492 5288 RT
QST # 1015119604 / 1021008431

Lessor's (Dealer's) Full Legal Name and Address (including postal code) BRANDT TRACTOR LTD. 10630 176 STREET EDMONTON, AB T5S1M2 7804846613	Lessor's (Dealer's) No.: 766413
	Lessor's (Dealer's) GST/HST/QST Registration No.: 899544779
Lessee's Full Legal Name (Last, First and Second, if Individual; English and French version, if any, if Corporation) and Address (including postal code) SPRAGUE-ROSSER CONTRACTING CO. LTD. 3051 PARSONS RD NW EDMONTON, AB T6N1C8 7804635862	Lessee's GST/HST/QST Registration No.: Name and Title of Signing Officer (if Corporation) <i>Jeff Jessamine, President</i>

For the purpose of this Lease, "Lessee" means the Lessee and Co-Lessee, if any, set out above. "Lessor" above means the Dealer and then John Deere Canada ULC ("JD Canada") when the Dealer assigns (transfers) this Lease after you sign it. LESSEE AGREES TO LEASE THE EQUIPMENT DESCRIBED IN CLAUSE 1 UPON AND SUBJECT TO THE TERMS AND CONDITIONS SET OUT HEREIN.

1. Equipment Description: The Lessor agrees to lease to you and you agree to lease the following equipment, on the terms and conditions set out in this Lease:

QTY.	YEAR	NEW / USED	MFR.	MODEL	EQUIPMENT (SIZE AND DESCRIPTION)	POWER TAKE-OFF / NET POWER / HORSEPOWER	SERIAL NO. OR PRODUCT IDENTIFICATION NO.
1	2010	Used	JOHN DEERE	350DLC	JOHN DEERE 350DLC EXCAVATOR		1FF350DXJA0806846

For the purpose of this Lease, "Equipment" means the equipment described above and all substitutions therefor, all additions, accessories and accessions thereto; all replacement parts and repairs and all alterations or improvements thereto and all of the proceeds thereof.

2. Delivery: Lessee hereby accepts delivery of the Equipment in good operating condition and repair. **3. Equipment Will Be Located At:** 3051 PARSONS RD NW EDMONTON, AB T6N1C8

4. Certificate(s) of Insurance must be provided prior to delivery of the Equipment, in accordance with clause 17 hereof.
Dean Basara Agent *Foster Peck Baskettt* Insurance Co. *780-930-4394* Telephone No.

5. Commencement Date Of Lease (m/d/y): 11/21/2011 **6. Term Of Lease:** This Lease shall be for a term of 36 months.

7. Terms Of Repayment: In return for leasing the Equipment described above, you promise to pay the Total Rental Payment(s) (including applicable taxes) from the Commencement Date of Lease throughout the Term of Lease as set out below.

Payment Frequency: Monthly

No. of PayTs.	First Payment Due Date (m/d/y)	Rental Payment (excluding applicable taxes)	Applicable Provincial Tax** (per payment)	Applicable Federal Tax** (per payment)	Rental Payment (including applicable taxes)
2	11/21/2011	\$7,489.02	\$0.00	\$374.45	\$7,863.47
3	01/21/2012	\$0.00	\$0.00	\$0.00	\$0.00
9	04/21/2012	\$7,489.02	\$0.00	\$374.45	\$7,863.47
3	01/21/2013	\$0.00	\$0.00	\$0.00	\$0.00
9	04/21/2013	\$7,489.02	\$0.00	\$374.45	\$7,863.47
3	01/21/2014	\$0.00	\$0.00	\$0.00	\$0.00
7	04/21/2014	\$7,489.02	\$0.00	\$374.45	\$7,863.47
Total Rental Payments (excluding applicable taxes):		\$202,203.64	Total Rental Payments (including applicable taxes):		\$212,313.69

**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 36 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

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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 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 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 time 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 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 policy or policies may be violated. 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 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 enable Lessor 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) (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 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.

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

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 following remedies:

- (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;
- (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 Lessor by Lessee for such purpose) and apply the same against any monies expressed to be payable from time to time by Lessee hereunder;
- (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 calculated as follows:

- (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 been made but for this provision; plus
- (iii) 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 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 Equipment, its surrender, or its subsequent sale, shall not affect and shall not be affected by Lessor's rights to sue Lessee, Lessee's guarantor 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 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 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

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 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 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 or our affiliates to use your 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 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, 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 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 authorizes Canada Customs and Revenue Agency, the Quebec department of revenue and each other provincial revenue authority to release to Lessor information about Lessee's remittance of source deductions, GST/HST and Lessee's withholding account(s) from time to time. 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 and void.

Lessee's Signature by: _____

Lessor's (Dealer's) Signature _____

Dated (m/d/y) _____

Nov 23 / 11

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

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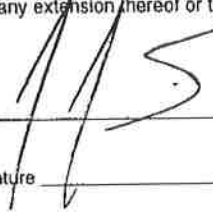
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You authorize us and our affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and AgLine™ merchants) and the above mentioned suppliers and, in assessing 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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Lessee's Signature by: 

Lessor's (Dealer's) Signature _____

Dated (m/d/y) Nov 23/11

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
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Government of Alberta

Personal Property Registry Verification Statement

Page 1 of 2

Transmitting Party

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 #: 1112512707

Financing Change Statement

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

Place an (X) in the appropriate box

Renew for: (1-25 years) _____

OR Renew for Infinity:

Total Discharge : Discharge permanently removes ALL record of the registration(s).

Name of Person Authorized to Complete this section	Authorized Signature	Area Code & Telephone #:	Reference #:





Security Agreement

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

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

Secured Party / Parties

Block

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

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1FF350DXJA0806846 ✓	2010 ✓	JOHN DEERE 350DLC ✓	MV - Motor Vehicle ✓

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


Collateral: General

Block **Description**

1 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
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.**

Search ID#: Z06137352

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.



Search ID#: Z06137352

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

Status

Current

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

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

Status

Current

Block

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

Status

Current by
14091813849

Block

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

Search ID#: Z06137352

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

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

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

Search ID#: Z06137352

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

Status

1 SPRAGUE ROSSER CONT CO LT
1259-91 STREET
edmonton, AB

Current

Person(s) Claiming Lien

Block

Status

1 BRANDT TRACTOR LTD.
PO BOX 3856, HIGHWAY #1 EAST
REGINA, SK S4P 3R8

Current

Phone #: 306 791 5950 Fax #: 306 791 5945

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FF350GXTCD808938 2007 JD 350GLC

MV - Motor Vehicle

Current

Search ID#: Z06137352

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 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: 13

Amendments to Registration

14082006747	Amendment	2014-Aug-20
14082217546	Amendment	2014-Aug-22
14082630086	Amendment	2014-Aug-26

Debtor(s)

Block

Status

1 SPRAGUE-ROSSER CONTRACTING CO. LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Current

Status

Block

2 SPRAGUE-ROSSER LEASING INC.
505, 10179 - 105 STREET
EDMONTON, AB T5J 3N1

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
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Search ID#: Z06137352

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

Search ID#: Z06137352

22	3076	2012	KOMATSU HM400-3	MV - Motor Vehicle	Current By 14082006747
23	3139	2012	KOMATSU HM400-3	MV - Motor Vehicle	Current By 14082006747
24	621526	2008	JOHN DEERE 400D ADT	MV - Motor Vehicle	Current By 14082006747
25	621396	2009	JOHN DEERE 400D ADT	MV - Motor Vehicle	Current By 14082006747
26	621425	2009	JOHN DEERE 400D	MV - Motor Vehicle	Current By 14082006747
27	621334	2009	JOHN DEERE 400D	MV - Motor Vehicle	Current By 14082006747
28	624163	2009	JOHN DEERE 400D	MV - Motor Vehicle	Current By 14082006747
29	1T0333DKEA0193956	2011	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
30	1T0333DKPCD225871	2012	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
31	1T0333DKVCD225763	2012	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
32	1T0333DMABD203800	2011	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
33	1T0755KXJBE208909	2011	JOHN DEERE 755K	MV - Motor Vehicle	Current By 14082006747
34	1DW644KZVCD644415	2012	JOHN DEERE 644K	MV - Motor Vehicle	Current By 14082006747
35	1DW544KZTCD644564	2012	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
36	1DW544KZCCD644571	2012	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
37	1DW624KPCCD643079	2012	JOHN DEERE 624K	MV - Motor Vehicle	Current By 14082006747
38	1DW544KPCBD636872	2011	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
39	1DW544KZLBD636876	2011	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
40	1DW544KZEED637156	2011	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
41	1FT8W3B60CEB71259	2012	FORD F-350 4X4 CREW CAB	MV - Motor Vehicle	Current By 14082006747
42	1FT7W2B64CEC59561	2012	FORD F-250 4X4 CREW CAB	MV - Motor Vehicle	Current By 14082006747

Search ID#: Z06137352

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

Search ID#: Z06137352

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

Collateral: General

Block Description

Status

Search ID#: Z06137352

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

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 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.	Current By 14082006747
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20	2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG	Current By 14082217546
----	--	---------------------------

Particulars

Block **Additional Information**

<u>Block</u>	<u>Additional Information</u>	<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 14082006747

Search ID#: Z06137352

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

1 SPRAGUE ROSSER CONT CO
1259-91 STREET
EDMONTON, AB

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

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FF350GXTCD808938	2013	JD 350GLC	MV - Motor Vehicle	Current

Result Complete

This is **Exhibit "G"** 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.**

Search ID#: Z06137261

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.



Search ID#: Z06137261

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 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: 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

Block

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

Status

Current

Block

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

Status

Current

Block

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

Status

Current

Block

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

Status

Current by
14091813849

Search ID#: Z06137261

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<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>	<u>Description</u>	<u>Status</u>
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.	Current

Search ID#: Z06137261

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 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: 18

Amendments to Registration

14082006747	Amendment	2014-Aug-20
14082217546	Amendment	2014-Aug-22
14082630086	Amendment	2014-Aug-26

Debtor(s)

Block

Status

Current

1 SPRAGUE-ROSSER CONTRACTING CO. LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Status

Current by
14082006747

Block

2 SPRAGUE-ROSSER LEASING INC.
505, 10179 - 105 STREET
EDMONTON, AB T5J 3N1

Secured Party / Parties

Block

Status

Current

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
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Search ID#: Z06137261

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

Search ID#: Z06137261

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

Search ID#: Z06137261

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

Search ID#: Z06137261

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

Collateral: General

Block **Description**

Status

Search ID#: Z06137261

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

Search ID#: Z06137261

19	<p>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.</p>	<p>Current By 14082006747</p>
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20	<p>2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG</p>	<p>Current By 14082217546</p>
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Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	<p>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).</p>	<p>Current By 14082006747</p>

Search ID#: Z06137261

Note:

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

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

Result Complete

This is Exhibit "H" 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.**

Search ID#: Z06137277

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.



Search ID#: Z06137277

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

Status

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
1259 91 ST SW
EDMONTON, AB T6X1E9

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current by
14091813849

Search ID#: Z06137277

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

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

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

Search ID#: Z06137277

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

Status

1 SPRAGUE-ROSSER CONTRACTING CO. LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Current

Block

Status

2 SPRAGUE-ROSSER LEASING INC.
505, 10179 - 105 STREET
EDMONTON, AB T5J 3N1

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
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Search ID#: Z06137277

1	1T0710KXHCD221883	2012	JOHN DEERE 710K BACKHOE	MV - Motor Vehicle	Current By 14082006747
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3	B12641	2012	KOMATSU D51PX-22 DOZEFMV	MV - Motor Vehicle	Current By 14082006747
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Search ID#: Z06137277

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49	1FBSS31L58DB24626	2008	FORD E350 15 PASSENGER	MV - Motor Vehicle	Current By 14082006747
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53	1FT7W2B69EEA23703	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
54	1FT7W2B60EEA23704	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
55	1FT7W2B6XEEA23709	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
56	1FT7W2B67EEA23702	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
57	1FT7W2B65EEA23701	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
58	1FT7W2B63EEA23700	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
59	1FT7W2B68EEA23708	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
60	1FT7W2B66EEA23707	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
61	1FT7W2B64EEA23706	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
62	1FT7W2B62EEA23705	2014	FORD F250 4X4	MV - Motor Vehicle	Current By 14082006747
63	1FTFW1EF9DKF99938	2014	FORD F150 4X4	MV - Motor Vehicle	Current By 14082006747

Search ID#: Z06137277

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

Collateral: General

Block **Description**

Status

Search ID#: Z06137277

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

Search ID#: Z06137277

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 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. Current By
14082006747

20 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG Current By
14082217546

Particulars

<u>Block</u>	<u>Additional Information</u>	<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 14082006747

Search ID#: Z06137277

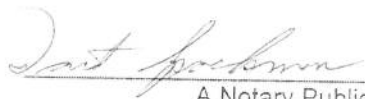
Note:

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

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

Result Complete

This is Exhibit "I" 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.**

Search ID#: Z06137297

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.



Search ID#: Z06137297

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

Status

Current

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
1259 91 ST SW
EDMONTON, AB T6X1E9

Status

Current

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

Status

Current

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

Status

Current

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

Status

Current by
14091813958

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

Search ID#: Z06137297

Secured Party / Parties

Block

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

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1DW544KZECD649700	2013	JOHN DEERE 544KXDW	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	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.	Current

Search ID#: Z06137297

Note:

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

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

Result Complete

This is Exhibit "J" 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.

Search ID#: Z06137290

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.



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: 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: 1

Amendments to Registration

14091813849

Amendment

2014-Sep-18

Debtor(s)

Block

Status

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
1259 91 ST SW
EDMONTON, AB T6X1E9

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current by
14091813849

Search ID#: Z06137290

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1DW770GXJBD641098	2012	JOHN DEERE 770GXDW	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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.	Current

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 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: 16

Amendments to Registration

14082006747	Amendment	2014-Aug-20
14082217546	Amendment	2014-Aug-22
14082630086	Amendment	2014-Aug-26

Debtor(s)

Block

Status

1 SPRAGUE-ROSSER CONTRACTING CO. LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Current

Block

Status

2 SPRAGUE-ROSSER LEASING INC.
505, 10179 - 105 STREET
EDMONTON, AB T5J 3N1

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
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Search ID#: Z06137290

16	1DW770GXJBD641098	2012	JOHN DEERE 770G GRADER	MV - Motor Vehicle	Current By 14082006747
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Collateral: General

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

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 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.

Current By
14082006747

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

Current By
14082217546

Particulars

Block **Additional Information**

Status

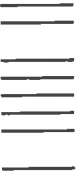
1 THE SECURED PARTY HAS LEASED AND PRESENTLY CONTINUES TO LEASE THE COLLATERAL DESCRIBED IN ITS REGISTRATIONS AS AMENDED (COLLECTIVELY THE "COLLATERAL") TO THE DEBTORS, AND MAY CONTINUE TO LEASE THE COLLATERAL TO THE DEBTORS SUBJECT TO THE DEFAULTS OF THE DEBTORS UNDER SUCH LEASE(S).

Current By
14082006747

Search ID#: Z06137290

Note:

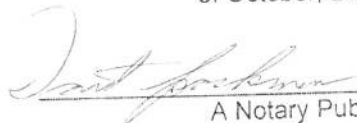
The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.



<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Reg. #</u>
3C4PDCAB6DT641098	2013	DODGE JOURNEY SE 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.**

Search ID#: Z06137309

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.



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: 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

Status

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
1259 91 ST SW
EDMONTON, AB T6X1E9

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current by
14091813925

Search ID#: Z06137309

<u>Block</u>		<u>Status</u>
6	EDWARDS, DANIEL, ERIC 951 BLACKETT WYND SW EDMONTON, AB T6W1B1	Current by 14091813925

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	JOHN DEERE FINANCIAL INC. 1001 CHAMPLAIN AVE SUITE 401 BURLINGTON, ON L7L 5Z4	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FF470GXTBE470075	2012	JOHN DEERE 470GLC	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>		<u>Status</u>
1	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.	Current

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 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: 14

Amendments to Registration

14082006747	Amendment	2014-Aug-20
14082217546	Amendment	2014-Aug-22
14082630086	Amendment	2014-Aug-26

Debtor(s)

Status

Block

1 SPRAGUE-ROSSER CONTRACTING CO. LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Current

Status

Block

2 SPRAGUE-ROSSER LEASING INC.
505, 10179 - 105 STREET
EDMONTON, AB T5J 3N1

Current by
14082006747

Secured Party / Parties

Status

Block

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Current

Collateral: Serial Number Goods

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

Search ID#: Z06137309

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

Search ID#: Z06137309

22	3076	2012	KOMATSU HM400-3	MV - Motor Vehicle	Current By 14082006747
23	3139	2012	KOMATSU HM400-3	MV - Motor Vehicle	Current By 14082006747
24	621526	2008	JOHN DEERE 400D ADT	MV - Motor Vehicle	Current By 14082006747
25	621396	2009	JOHN DEERE 400D ADT	MV - Motor Vehicle	Current By 14082006747
26	621425	2009	JOHN DEERE 400D	MV - Motor Vehicle	Current By 14082006747
27	621334	2009	JOHN DEERE 400D	MV - Motor Vehicle	Current By 14082006747
28	624163	2009	JOHN DEERE 400D	MV - Motor Vehicle	Current By 14082006747
29	1T0333DKEA0193956	2011	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
30	1T0333DKPCD225871	2012	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
31	1T0333DKVCD225763	2012	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
32	1T0333DMABD203800	2011	JOHN DEERE 333DT	MV - Motor Vehicle	Current By 14082006747
33	1T0755KXJBE208909	2011	JOHN DEERE 755K	MV - Motor Vehicle	Current By 14082006747
34	1DW644KZVCD644415	2012	JOHN DEERE 644K	MV - Motor Vehicle	Current By 14082006747
35	1DW544KZTCD644564	2012	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
36	1DW544KZCCD644571	2012	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
37	1DW624KPCCD643079	2012	JOHN DEERE 624K	MV - Motor Vehicle	Current By 14082006747
38	1DW544KPCBD636872	2011	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
39	1DW544KZLBD636876	2011	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
40	1DW544KZEED637156	2011	JOHN DEERE 544K	MV - Motor Vehicle	Current By 14082006747
41	1FT8W3B60CEB71259	2012	FORD F-350 4X4 CREW CAB	MV - Motor Vehicle	Current By 14082006747
42	1FT7W2B64CEC59561	2012	FORD F-250 4X4 CREW CAB	MV - Motor Vehicle	Current By 14082006747

Search ID#: Z06137309

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

Search ID#: Z06137309

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

Collateral: General

Block **Description**

Status

Search ID#: Z06137309

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

Search ID#: Z06137309

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 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. Current By
14082006747

20 2007 FAMBO HR2750 Hy-RAM Hydraulic Hammer, 2750 KG Current By
14082217546

Particulars

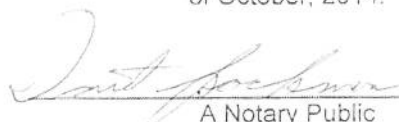
Block **Additional Information**

Status

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
14082006747

Result Complete

This is Exhibit "L" 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.**

Search ID#: Z06137338

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.



Search ID#: Z06137338

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 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: 2

Amendments to Registration

14091813849

Amendment

2014-Sep-18

Debtor(s)

Block

Status

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
1259 91 ST SW
EDMONTON, AB T6X1E9

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current

Block

Status

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

Current by
14091813849

Search ID#: Z06137338

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
2	1FF350GXJCD808927	2013	JOHN DEERE 350GLFF	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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.	Current

Search ID#: Z06137338

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 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: 12

Amendments to Registration

14082006747	Amendment	2014-Aug-20
14082217546	Amendment	2014-Aug-22
14082630086	Amendment	2014-Aug-26

Debtor(s)

Block

Status

1 SPRAGUE-ROSSER CONTRACTING CO. LTD.
SUITE 201, 1259 - 91 STREET SW
EDMONTON, AB T6X 1E9

Current

Block

Status

2 SPRAGUE-ROSSER LEASING INC.
505, 10179 - 105 STREET
EDMONTON, AB T5J 3N1

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

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
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Search ID#: Z06137338

12	1FF350GXJCD808927	2013	JOHN DEERE 350GLC	MV - Motor Vehicle	Current By 14082006747
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Collateral: General

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

Search ID#: Z06137338

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 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.

Current By
14082006747

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

Current By
14082217546

Particulars

<u>Block</u>	<u>Additional Information</u>	<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 14082006747

Search ID#: Z06137338

Note:


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

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

Search ID#: Z06148778

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.



Search ID#: Z06148778

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 Date: 2013-Oct-28

Registration Status: Current

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

Status

1 EDMONTON HEAVY EQUIPMENT RENTALS LTD.
1259 91 ST SW 2ND FLOOR
EDMONTON, AB T6X 1E9

Current

Block

Status

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

Current

Block

Status

3 MACKAY, MATTHEW
10919 115 ST NW
EDMONTON, AB T5H 3L3

Current

Block

Status

4 EDWARDS, DANIEL
951 BLACKETT WYND SW DW
EDMONTON, AB T6W 1B1

Current

Block

Status

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

Current by
14060328621

Search ID#: Z06148778

Secured Party / Parties

Block

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

Status

Current

Collateral: Serial Number Goods

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

Deleted By
14060328621

Search ID#: Z06148778

Current By
14060328621

2

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

Search ID#: Z06148778

Note:

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

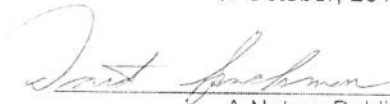
<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Reg. #</u>
2TTWT2299YR001016	2000	TRAVELAIRE 22FT WESTWIND	TR - Trailer	00062927439
Y85001016	2008	FLEXICOIL TBT 2340 AIR	MV - Motor Vehicle	00080422108
LWGMDY2008A001016	2008	PANTORA SS700	MV - Motor Vehicle	08122306011
2W9HA4038AG001016	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 TRACTOR	MV - Motor Vehicle	10080524013
FT1016	2009	350 GM ENGINE PACKAGE	TR - Trailer	10092738558
RR0X1016	1979	ORTNER	MV - Motor Vehicle	10100523075
3JBKWN16BJ001016	2011	CAN AM OUTLANDER 800 X	MV - Motor Vehicle	11082904705
ZCU138JA152001016	1111	TRIDEM FLAT DECK 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

Search ID#: Z06148778

5UEFG4031BN001016	2011	GULFSTREAM ENDURAMAX TR - 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

Search ID#: Z06157915

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.



Search ID#: Z06157915

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 Type: SECURITY AGREEMENT

Registration Date: 2011-Nov-25

Registration Status: Current

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

Exact Match on: Serial Collateral No: 1

Debtor(s)

Block

Status

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

Current

Secured Party / Parties

Block

Status

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

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FF350DXJA0806846 2010 JOHN DEERE 350DLC

MV - Motor Vehicle

Current

Collateral: General

Block

Description

Status

Search ID#: Z06157915

- 1 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

Search ID#: Z06157915


Note:

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

<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Reg. #</u>
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
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.**

October 21, 2014

EDMONTON HEAVY EQUIPMENT RENTALS LTD

Account # 100-0289617-004

Description	Serial Number
MOTOR GRADERS	1DW770GXJBD641098
EXCAVATORS	1FF350GXJCD808927
EXCAVATORS	1FF350GXTCD808938
MOTOR GRADERS	1DW872GPLCD646096
MOTOR GRADERS	1DW872GPCDD654518

Payout as at October 21, 2014: \$ 1,430,049.87

Per diem as at October 21, 2014: \$166.51

October 21, 2014

EDMONTON HEAVY EQUIPMENT RENTALS LTD

Account # 100-0289617-005

Description	Serial Number
DITCH WITCH TRENCHER	DVA01016
Payout as at October 21, 2014:	\$ 23,917.40
Per diem as at October 21, 2014:	\$5.22

October 21, 2014

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

October 21, 2014

EDMONTON HEAVY EQUIPMENT RENTALS LTD

Account # 100-0289617-007

Description	Serial Number
4WD LOADERS	1DW544KZECD649700

Payout as at October 21, 2014:	\$ 141,336.18
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Per diem as at October 21, 2014:	\$12.51
----------------------------------	---------

October 21, 2014

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 23 day
of October, 2014.



A Notary Public
in and for the Province of Ontario



JOHN DEERE
FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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.
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

Ref # RW923141859CA
F244CSE AMEND
REV 2012 03



JOHN DEERE
FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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.

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,

for

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



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 archived. 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



JOHN DEERE
FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 2nd, 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.


for

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

Ref # RW923141859CA

F244ELE
REV 2012 03



JOHN DEERE
FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 2nd, 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,


for

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

Ref # RW923141859CA
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 # 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 archived. 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



JOHN DEERE FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 2nd, 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,


for

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

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



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 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 archived. 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



**JOHN DEERE
FINANCIAL**

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 31st, 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.
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

Ref # RW923141859CA



JOHN DEERE FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 31st, 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.

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,

 for

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

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:

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 archived. 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



**JOHN DEERE
FINANCIAL**

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 31st, 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.
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

Ref # RW923141859CA



JOHN DEERE FINANCIAL

John Deere Financial Inc.
1001 Champlain Avenue, Suite 401
Burlington, Ontario, Canada L7L 5Z4

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 31st, 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.

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,

for

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

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



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 archived. 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

This is **Exhibit "Q"** 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.



Saskatchewan Personal Property Registry Search Result

Searching Party: Emery Jamleson LLP, Barristers and Solicitors
Search Date: 21-Oct-2014 11:58:39
Search Type: Standard

Search #: 201803775
Client Reference: 23577.0011SJW/KRK/ag
Control #:

Search Criteria

Search By: Serial #
Serial Property Type: 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) - Similar (0)

Selected	Match	Registration #	Serial Property #	Serial Property Type	Year	Make	Model	Color
Yes	Exact	301188988	1FF350GXJCD808927	Motor Vehicle		JOHN DEERE		
Yes	Exact	301239472	1FF350GXJCD808927	Motor Vehicle	2013	JOHN DEERE 350GLC		



**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

Party ID: 150000175 - 1 Entity Type: Business Name: (REGISTRY = RECOVERY) INC	Address: 1551 THE QUEENSWAY TORONTO, ON M8Z1T8 Canada
--	---

Secured Party

Item #: 1 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 #: 1 Party ID: 152090835 - 1 Entity Type: Business Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	Address: 1259 91 ST SW 2ND FLOOR EDMONTON, Alberta T6X1E9 Canada
Item #: 2 Party ID: 152090836 - 1 Entity Type: Person Name: JESSAMINE, JEFF	Address: 10179 105 ST NW SUITE 505 EDMONTON, Alberta T5J3N1 Canada
Item #: 3 Party ID: 152090837 - 1 Entity Type: Person Name: MACKAY, MATTHEW	Address: 10919 115 ST NW EDMONTON, Alberta T5H3L3 Canada
Item #: 4 Party ID: 152090838 - 1 Entity Type: Person Name: EDWARDS, DANIEL ERIC	Address: 951 BLACKETT WYND SW EDMONTON, Alberta T6W1B1 Canada
Item #: 5 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 #: 1 Serial Type: Motor Vehicle Serial #: 1DW770GXJBD641098 Override: Yes	Year: Make/Desc.: JOHN DEERE Model: Color:
* Item #: 2 Serial Type: Motor Vehicle Serial #: 1FF350GXJCD808927 Override: Yes	Year: Make/Desc.: JOHN DEERE Model: Color:
Item #: 3	Year:



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial Type: Motor Vehicle Serial #: 1FF350GXTCD808938 Override: Yes Item #: 4 Serial Type: Motor Vehicle Serial #: 1DW872GPLCD646096 Override: Yes Item #: 5 Serial Type: Motor Vehicle Serial #: 1DW872GPCDD654518 Override: Yes	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

Party ID: 150000175 - 1 Entity Type: Business Name: (REGISTRY = RECOVERY) INC	Address: 1551 THE QUEENSWAY TORONTO, ON M8Z1T8 Canada
--	---

Secured Party

Item #: 1 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 #: 1 Party ID: 152090835 - 1 Entity Type: Business Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	Address: 1259 91 ST SW 2ND FLOOR EDMONTON, Alberta T6X1E9 Canada
Item #: 2 Party ID: 152090836 - 1 Entity Type: Person	Address: 10179 105 ST NW SUITE 505 EDMONTON, Alberta



Saskatchewan Personal Property Registry Search Result

Debtor Party

Name: JESSAMINE, JEFF	T5J3N1 Canada
Item #: 3 Party ID: 152090837 - 1 Entity Type: Person Name: MACKAY, MATTHEW	Address: 10919 115 ST NW EDMONTON, Alberta T5H3L3 Canada
Item #: 4 Party ID: 152090838 - 1 Entity Type: Person Name: EDWARDS, DANIEL ERIC	Address: 951 BLACKETT WYND SW EDMONTON, Alberta T6W1B1 Canada

Serial Property

Item #: 1 Serial Type: Motor Vehicle Serial #: 1DW770GXJBD641098 Override: Yes	Year: Make/Desc.: JOHN DEERE Model: Color:
Item #: 2 Serial Type: Motor Vehicle Serial #: 1FF350GXJCD808927 Override: Yes	Year: Make/Desc.: JOHN DEERE Model: Color:
Item #: 3 Serial Type: Motor Vehicle Serial #: 1FF350GXTCD808938 Override: Yes	Year: Make/Desc.: JOHN DEERE Model: Color:
Item #: 4 Serial Type: Motor Vehicle Serial #: 1DW872GPLCD646096 Override: Yes	Year: Make/Desc.: JOHN DEERE Model: Color:
Item #: 5 Serial Type: Motor Vehicle Serial #: 1DW872GPCDD654518 Override: Yes	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: Amendment
Transaction Reason: Regular

Registrant

Party ID: 150000175 - 1 Entity Type: Business Name: (REGISTRY = RECOVERY) INC	Address: 1551 THE QUEENSWAY TORONTO, ON
--	---



**Saskatchewan
Personal Property Registry
Search Result**

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



Saskatchewan 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: Setup
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, Alberta T5N3Y4 Canada
--	--

Secured Party

Item #: 1 Party ID: 152171712 - 1 Entity Type: Business Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	Address: SUITE 201, 1259 - 91 STREET SW EDMONTON, Alberta T6X1E9 Canada
--	---

Debtor Party

Item #: 1 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 #: 2 Party ID: 152171714 - 1 Entity Type: Business Name: SPRAGUE-ROSSER LEASING INC.	Address: 505, 10179 - 105 STREET EDMONTON, Alberta T5J3N1 Canada

Serial Property

Item #: 1 Serial Type: Motor Vehicle Serial #: 1T0710KXHCD221883 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 710K BACKHOE Model: Color:
Item #: 2 Serial Type: Motor Vehicle Serial #: CATOCP56LC5P00211 Override: Yes	Year: 2008 Make/Desc.: CATERPILLAR CP56 PF Model: Color:
Item #: 3 Serial Type: Motor Vehicle Serial #: B12641 Override: Yes	Year: 2012 Make/Desc.: KOMATSU D51PX-22 DOZER Model: Color:
Item #: 4 Serial Type: Motor Vehicle Serial #: 90035 Override: Yes	Year: 2012 Make/Desc.: KOMATSU D155AX-7 DOZER Model: Color:
Item #: 5 Serial Type: Motor Vehicle Serial #: 1FF350GXVCD808560 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 350GLC Model: Color:
Item #: 6 Serial Type: Motor Vehicle Serial #: 1FF470GXTBE470013	Year: 2012 Make/Desc.: JOHN DEERE 470GLC Model:



Saskatchewan Personal Property Registry Search Result

Serial Property

Override: Yes	Color:
Item #: 7	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 670GLC
Serial #: 1FF670GXCBE670011	Model:
Override: Yes	Color:
Item #: 8	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 870GLC
Serial #: 1FF870GXJBE870028	Model:
Override: Yes	Color:
Item #: 9	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 450DLC
Serial #: 1FF450DXCA0914048	Model:
Override: Yes	Color:
Item #: 10	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 225DLC
Serial #: 1FF225DXTA0501537	Model:
Override: Yes	Color:
Item #: 11	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 225DLC
Serial #: 1FF225DXAA0501529	Model:
Override: Yes	Color:
* Item #: 12	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXJCD808927	Model:
Override: Yes	Color:
Item #: 13	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXTC808938	Model:
Override: Yes	Color:
Item #: 14	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE JD470
Serial #: 1FF470GXTBE470075	Model:
Override: Yes	Color:
Item #: 15	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: CATERPILLAR 374DL
Serial #: CAT0374DJPAP00135	Model:
Override: Yes	Color:
Item #: 16	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 770G GRADER
Serial #: 1DW770GXJBD641098	Model:
Override: Yes	Color:
Item #: 17	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 872GP GRADER
Serial #: 1DW872GPLCD646096	Model:
Override: Yes	Color:
Item #: 18	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW872GPCDD654518	Model:
Override: Yes	Color:
Item #: 19	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 75D
Serial #: 1FF075DXHBG014478	Model:
Override: Yes	Color:
Item #: 20	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU HM400-3
Serial #: 3140	Model:
Override: Yes	Color:
Item #: 21	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU HM400-3



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial #: 3075 Override: Yes	Model: Color:
Item #: 22 Serial Type: Motor Vehicle Serial #: 3076 Override: Yes	Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:
Item #: 23 Serial Type: Motor Vehicle Serial #: 3139 Override: Yes	Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:
Item #: 24 Serial Type: Motor Vehicle Serial #: 621526 Override: Yes	Year: 2008 Make/Desc.: JOHN DEERE 400D ADT Model: Color:
Item #: 25 Serial Type: Motor Vehicle Serial #: 621396 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D ADT Model: Color:
Item #: 26 Serial Type: Motor Vehicle Serial #: 621425 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 27 Serial Type: Motor Vehicle Serial #: 621334 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 28 Serial Type: Motor Vehicle Serial #: 624163 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 29 Serial Type: Motor Vehicle Serial #: 1T0333DKEA0193956 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 30 Serial Type: Motor Vehicle Serial #: 1T0333DKPCD225871 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 31 Serial Type: Motor Vehicle Serial #: 1T0333DKVCD225763 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 32 Serial Type: Motor Vehicle Serial #: 1T0333DMABD203800 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 33 Serial Type: Motor Vehicle Serial #: 1T0755KXJBE208909 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 755K Model: Color:
Item #: 34 Serial Type: Motor Vehicle Serial #: 1DW644KZVCD644415 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 644K Model: Color:
Item #: 35 Serial Type: Motor Vehicle Serial #: 1DW544KZTCD644564 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 36	Year: 2012



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial Type: Motor Vehicle Serial #: 1DW544KZCCD644571 Override: Yes	Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 37 Serial Type: Motor Vehicle Serial #: 1DW624KPCCD643079 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 624K Model: Color:
Item #: 38 Serial Type: Motor Vehicle Serial #: 1DW544KPCBD636872 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 39 Serial Type: Motor Vehicle Serial #: 1DW544KZLBD636876 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 40 Serial Type: Motor Vehicle Serial #: 1DW544KZEED637156 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 41 Serial Type: Motor Vehicle Serial #: 1FT8W3B60CEB71259 Override: Yes	Year: 2012 Make/Desc.: FORD F-350 4X4 CREW CAB Model: Color:
Item #: 42 Serial Type: Motor Vehicle Serial #: 1FT7W2B64CEC59561 Override: No	Year: 2012 Make/Desc.: FORD F-250 4X4 CREW CAB Model: Color:
Item #: 43 Serial Type: Motor Vehicle Serial #: 1FT7W2B61CEC59565 Override: Yes	Year: 2012 Make/Desc.: FORD F-250 4X4 CREW CAB Model: Color:
Item #: 44 Serial Type: Motor Vehicle Serial #: 1FT7W2B63CEC47627 Override: No	Year: 2012 Make/Desc.: FORD F-250 4X4 CREW CAB Model: Color:
Item #: 45 Serial Type: Motor Vehicle Serial #: 1FT8W3B67CEB71260 Override: No	Year: 2012 Make/Desc.: FORD F-350 4X4 CREW CAB Model: Color:
Item #: 46 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0CFB67018 Override: Yes	Year: 2012 Make/Desc.: FORD F-150 4X4 SUPER-CREW Model: Color:
Item #: 47 Serial Type: Motor Vehicle Serial #: 1C6RD7NT6CS338641 Override: No	Year: 2012 Make/Desc.: DODGE 1500 4X4 CREW CAB Model: Color:
Item #: 48 Serial Type: Motor Vehicle Serial #: 1FBSS31L48DB11821 Override: No	Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color:
Item #: 49 Serial Type: Motor Vehicle Serial #: 1FBSS31L58DB24626 Override: No	Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color:
Item #: 50 Serial Type: Motor Vehicle Serial #: 1FBSS31L78DB35966 Override: No	Year: 2008 Make/Desc.: FORD E350 15 PASSENGER Model: Color:



Saskatchewan Personal Property Registry Search Result

Serial Property

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



Saskatchewan Personal Property Registry Search Result

Serial Property

Item #: 66 Serial Type: Motor Vehicle Serial #: 1FTFW1EF9DKF99941 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 67 Serial Type: Motor Vehicle Serial #: 1FTFW1EF4DKF99944 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 68 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99942 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 69 Serial Type: Motor Vehicle Serial #: 1FTFW1EF2DKF99943 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 70 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99939 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 71 Serial Type: Motor Vehicle Serial #: 1FTFW1EF8DKF99946 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 72 Serial Type: Motor Vehicle Serial #: 1FTFW1EF7DKF99940 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 73 Serial Type: Motor Vehicle Serial #: 50 Override: Yes	Year: 1983 Make/Desc.: VERSATILE FWD TRACTOR Model: Color:
Item #: 74 Serial Type: Motor Vehicle Serial #: RW8450H004131 Override: Yes	Year: 1985 Make/Desc.: JOHN DEERE FWD TRACTOR Model: Color:
Item #: 75 Serial Type: Motor Vehicle Serial #: RW8560H001506 Override: Yes	Year: 1986 Make/Desc.: JOHN DEERE FWD TRACTOR Model: Color:
Item #: 76 Serial Type: Motor Vehicle Serial #: 1NKDX4TX5DR964073 Override: No	Year: 2013 Make/Desc.: KENWORTH T800 HYDROVAC Model: Color:
Item #: 77 Serial Type: Motor Vehicle Serial #: 1NKDX4TX1DR964295 Override: No	Year: 2013 Make/Desc.: KENWORTH T800 HYDROVAC Model: Color:
Item #: 78 Serial Type: Motor Vehicle Serial #: 8501048150 Override: Yes	Year: 2008 Make/Desc.: MANITOWOC 8500 CRANE Model: Color:
Item #: 79 Serial Type: Trailer Serial #: DWGGAE12112REVE Override: No	Year: 2012 Make/Desc.: BIRMINGHAM L-15 Model: Color:
Item #: 80 Serial Type: Trailer Serial #: 1559	Year: 2008 Make/Desc.: BAUER BG24H Model:



**Saskatchewan
Personal Property Registry
Search Result**

Serial Property

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

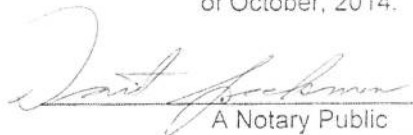
General Property

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 BIRMINGHAM 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 "R" referred to in the
Affidavit of
Linda Merk
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.**



Saskatchewan Personal Property Registry Search Result

Searching Party: Emery Jamieson LLP, Barristers and Solicitors
Search Date: 21-Oct-2014 12:00:46
Search Type: Standard

Search #: 201803780
Client Reference: 23577.0011SJW/KRK/ag
Control #:

Search Criteria

Search By: Serial #
Serial Property Type Serial Property # **Override**
Motor Vehicle 1DW544KZECD649700 Yes

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

1 Registration(s) Found: Exacts (1) - Similar (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: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 150000175 - 1	Address: 1551 THE QUEENSWAY
Entity Type: Business	TORONTO, ON
Name: (REGISTRY = RECOVERY) INC	M8Z1T8
	Canada

Secured Party

Item #: 1	Address: 1001 CHAMPLAIN AVE SUITE 401
Party ID: 151593746 - 1	
Entity Type: Business	BURLINGTON, Ontario
Name: JOHN DEERE FINANCIAL INC.	L7L5Z4
	Canada

Debtor Party

Item #: 1	Address: 1259 91 ST SW
Party ID: 152179662 - 1	
Entity Type: Business	EDMONTON, Alberta
Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	T6X1E9
	Canada
Item #: 2	Address: 10179 105 ST NW SUITE 505
Party ID: 152179511 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: JESSAMINE, JEFFERY JAMES	T5J3N1
	Canada
Item #: 3	Address: 10919 115 ST NW
Party ID: 152090837 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: MACKAY, MATTHEW	T5H3L3
	Canada
Item #: 4	Address: 951 BLACKETT WYND SW DW
Party ID: 152179663 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: EDWARDS, DANIEL	T6W1B1
	Canada
Item #: 5	Address: 951 BLACKETT WYND SW
Party ID: 152090838 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: EDWARDS, DANIEL ERIC	T6W1B1
	Canada

Serial Property

* Item #: 1	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW544KZECD649700	Model:
Override: Yes	Color:

General Property



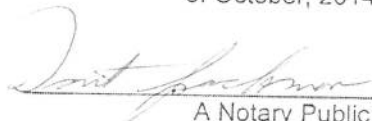
**Saskatchewan
Personal Property Registry
Search Result**

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.**



Saskatchewan Personal Property Registry Search Result

Searching Party: Emery Jamieson LLP, Barristers and Solicitors
Search Date: 21-Oct-2014 11:56:51
Search Type: Standard

Search #: 201803769
Client Reference: 23577.0011SJW/KRK/ag
Control #:

Search Criteria

Search By: Serial #
Serial Property Type Serial Property # Override
Motor Vehicle 1FF350GXTCD808938 Yes

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

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

Selected	Match	Registration #	Serial Property #	Serial Property Type	Year	Make	Model	Color
Yes	Exact	301188988	1FF350GXTCD808938	Motor Vehicle		JOHN DEERE		
Yes	Exact	301222536	1FF350GXTCD808938	Motor Vehicle		JD 350GLC		
Yes	Exact	301239472	1FF350GXTCD808938	Motor Vehicle	2013	JOHN DEERE 350GLC		
No	Similar	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

Party ID: 150000175 - 1	Address: 1551 THE QUEENSWAY
Entity Type: Business	TORONTO, ON
Name: (REGISTRY = RECOVERY) INC	M8Z1T8 Canada

Secured Party

Item #: 1	Address: 1001 CHAMPLAIN AVE SUITE 401
Party ID: 151593746 - 1	
Entity Type: Business	BURLINGTON, Ontario
Name: JOHN DEERE FINANCIAL INC.	L7L5Z4 Canada

Debtor Party

Item #: 1	Address: 1259 91 ST SW 2ND FLOOR
Party ID: 152090835 - 1	
Entity Type: Business	EDMONTON, Alberta
Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	T6X1E9 Canada
Item #: 2	Address: 10179 105 ST NW SUITE 505
Party ID: 152090836 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: JESSAMINE, JEFF	T5J3N1 Canada
Item #: 3	Address: 10919 115 ST NW
Party ID: 152090837 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: MACKAY, MATTHEW	T5H3L3 Canada
Item #: 4	Address: 951 BLACKETT WYND SW
Party ID: 152090838 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: EDWARDS, DANIEL ERIC	T6W1B1 Canada
Item #: 5	Address: 10179 105 ST NW SUITE 505
Party ID: 152179511 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: JESSAMINE, JEFFERY JAMES	T5J3N1 Canada

Serial Property

Item #: 1	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW770GXJBD641098	Model:
Override: Yes	Color:
Item #: 2	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1FF350GXJCD808927	Model:
Override: Yes	Color:
* Item #: 3	Year:



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial Type: Motor Vehicle Serial #: 1FF350GXTCD808938 Override: Yes Item #: 4 Serial Type: Motor Vehicle Serial #: 1DW872GPLCD646096 Override: Yes Item #: 5 Serial Type: Motor Vehicle Serial #: 1DW872GPCDD654518 Override: Yes	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

Party ID: 150000175 - 1 Entity Type: Business Name: (REGISTRY = RECOVERY) INC	Address: 1551 THE QUEENSWAY TORONTO, ON M8Z1T8 Canada
--	---

Secured Party

Item #: 1 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 #: 1 Party ID: 152090835 - 1 Entity Type: Business Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	Address: 1259 91 ST SW 2ND FLOOR EDMONTON, Alberta T6X1E9 Canada
Item #: 2 Party ID: 152090836 - 1 Entity Type: Person	Address: 10179 105 ST NW SUITE 505 EDMONTON, Alberta



Saskatchewan Personal Property Registry Search Result

Debtor Party

Name: JESSAMINE, JEFF	T5J3N1 Canada
Item #: 3	Address: 10919 115 ST NW
Party ID: 152090837 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: MACKAY, MATTHEW	T5H3L3 Canada
Item #: 4	Address: 951 BLACKETT WYND SW
Party ID: 152090838 - 1	
Entity Type: Person	EDMONTON, Alberta
Name: EDWARDS, DANIEL ERIC	T6W1B1 Canada

Serial Property

Item #: 1	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW770GXJBD641098	Model:
Override: Yes	Color:
Item #: 2	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1FF350GXJCD808927	Model:
Override: Yes	Color:
Item #: 3	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1FF350GXTCD808938	Model:
Override: Yes	Color:
Item #: 4	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW872GPLCD646096	Model:
Override: Yes	Color:
Item #: 5	Year:
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW872GPCDD654518	Model:
Override: Yes	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: Amendment
Transaction Reason: Regular

Registrant

Party ID: 150000175 - 1	Address: 1551 THE QUEENSWAY
Entity Type: Business	
Name: (REGISTRY = RECOVERY) INC	TORONTO, ON



**Saskatchewan
Personal Property Registry
Search Result**

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



**Saskatchewan
Personal Property Registry
Search Result**

Current/Setup - Exact

Registration Type: Commercial Lien
Registration Date: 01-Aug-2014 09:01:13

Registration #: 301222536
Expiry Date: 01-Aug-2015

Event Type: Setup
Transaction Reason: Regular

Registrant

Party ID: 150242814 - 1	Address: P.O. BOX 3856, HWY #1 EAST
Entity Type: Business	REGINA, Saskatchewan
Name: BRANDT TRACTOR LTD.	S4P3R8 Canada

Secured Party

Item #: 1	Address: P.O. BOX 3856, HWY #1 EAST
Party ID: 150242814 - 1	REGINA, Saskatchewan
Entity Type: Business	S4P3R8
Name: BRANDT TRACTOR LTD.	Canada

Debtor Party

Item #: 1	Address: 1259-91 STREET
Party ID: 152145106 - 1	EDMONTON, Alberta
Entity Type: Business	t6x1e9
Name: SPRAGUE ROSSER CONT CO LT	Canada

Serial Property

* Item #: 1	Year:
Serial Type: Motor Vehicle	Make/Desc.: JD 350GLC
Serial #: 1FF350GXTCD808938	Model:
Override: Yes	Color:

General Property

\$5,291.52 1245820



Saskatchewan 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: Setup
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, Alberta T5N3Y4 Canada
--	--

Secured Party

Item #: 1 Party ID: 152171712 - 1 Entity Type: Business Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	Address: SUITE 201, 1259 - 91 STREET SW EDMONTON, Alberta T6X1E9 Canada
--	---

Debtor Party

Item #: 1 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 #: 2 Party ID: 152171714 - 1 Entity Type: Business Name: SPRAGUE-ROSSER LEASING INC.	Address: 505, 10179 - 105 STREET EDMONTON, Alberta T5J3N1 Canada

Serial Property

Item #: 1 Serial Type: Motor Vehicle Serial #: 1T0710KXHCD221883 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 710K BACKHOE Model: Color:
Item #: 2 Serial Type: Motor Vehicle Serial #: CATOCP56LC5P00211 Override: Yes	Year: 2008 Make/Desc.: CATERPILLAR CP56 PF Model: Color:
Item #: 3 Serial Type: Motor Vehicle Serial #: B12641 Override: Yes	Year: 2012 Make/Desc.: KOMATSU D51PX-22 DOZER Model: Color:
Item #: 4 Serial Type: Motor Vehicle Serial #: 90035 Override: Yes	Year: 2012 Make/Desc.: KOMATSU D155AX-7 DOZER Model: Color:
Item #: 5 Serial Type: Motor Vehicle Serial #: 1FF350GXVCD808560 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 350GLC Model: Color:
Item #: 6 Serial Type: Motor Vehicle Serial #: 1FF470GXTBE470013	Year: 2012 Make/Desc.: JOHN DEERE 470GLC Model:



Saskatchewan Personal Property Registry Search Result

Serial Property

Override: Yes	Color:
Item #: 7	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 670GLC
Serial #: 1FF670GXCB670011	Model:
Override: Yes	Color:
Item #: 8	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 870GLC
Serial #: 1FF870GXJBE870028	Model:
Override: Yes	Color:
Item #: 9	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 450DLC
Serial #: 1FF450DXCA0914048	Model:
Override: Yes	Color:
Item #: 10	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 225DLC
Serial #: 1FF225DXTA0501537	Model:
Override: Yes	Color:
Item #: 11	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 225DLC
Serial #: 1FF225DXAA0501529	Model:
Override: Yes	Color:
Item #: 12	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXJCD808927	Model:
Override: Yes	Color:
*Item #: 13	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXTCD808938	Model:
Override: Yes	Color:
Item #: 14	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE JD470
Serial #: 1FF470GXTBE470075	Model:
Override: Yes	Color:
Item #: 15	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: CATERPILLAR 374DL
Serial #: CAT0374DJPAP00135	Model:
Override: Yes	Color:
Item #: 16	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 770G GRADER
Serial #: 1DW770GXJBD641098	Model:
Override: Yes	Color:
Item #: 17	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 872GP GRADER
Serial #: 1DW872GPLCD646096	Model:
Override: Yes	Color:
Item #: 18	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW872GPCDD654518	Model:
Override: Yes	Color:
Item #: 19	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 75D
Serial #: 1FF075DXHBG014478	Model:
Override: Yes	Color:
Item #: 20	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU HM400-3
Serial #: 3140	Model:
Override: Yes	Color:
Item #: 21	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU HM400-3



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial #: 3075 Override: Yes	Model: Color:
Item #: 22 Serial Type: Motor Vehicle Serial #: 3076 Override: Yes	Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:
Item #: 23 Serial Type: Motor Vehicle Serial #: 3139 Override: Yes	Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:
Item #: 24 Serial Type: Motor Vehicle Serial #: 621526 Override: Yes	Year: 2008 Make/Desc.: JOHN DEERE 400D ADT Model: Color:
Item #: 25 Serial Type: Motor Vehicle Serial #: 621396 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D ADT Model: Color:
Item #: 26 Serial Type: Motor Vehicle Serial #: 621425 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 27 Serial Type: Motor Vehicle Serial #: 621334 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 28 Serial Type: Motor Vehicle Serial #: 624163 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 29 Serial Type: Motor Vehicle Serial #: 1T0333DKEA0193956 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 30 Serial Type: Motor Vehicle Serial #: 1T0333DKPCD225871 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 31 Serial Type: Motor Vehicle Serial #: 1T0333DKVCD225763 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 32 Serial Type: Motor Vehicle Serial #: 1T0333DMABD203800 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 33 Serial Type: Motor Vehicle Serial #: 1T0755KXJBE208909 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 755K Model: Color:
Item #: 34 Serial Type: Motor Vehicle Serial #: 1DW644KZVCD644415 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 644K Model: Color:
Item #: 35 Serial Type: Motor Vehicle Serial #: 1DW544KZTCD644564 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 36	Year: 2012



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial Type: Motor Vehicle
Serial #: 1DW544KZCCD644571
Override: Yes

Item #: 37
Serial Type: Motor Vehicle
Serial #: 1DW624KPCCD643079
Override: Yes

Item #: 38
Serial Type: Motor Vehicle
Serial #: 1DW544KPCBD636872
Override: Yes

Item #: 39
Serial Type: Motor Vehicle
Serial #: 1DW544KZLBD636876
Override: Yes

Item #: 40
Serial Type: Motor Vehicle
Serial #: 1DW544KZEBD637156
Override: Yes

Item #: 41
Serial Type: Motor Vehicle
Serial #: 1FT8W3B60CEB71259
Override: Yes

Item #: 42
Serial Type: Motor Vehicle
Serial #: 1FT7W2B64CEC59561
Override: No

Item #: 43
Serial Type: Motor Vehicle
Serial #: 1FT7W2B61CEC59565
Override: Yes

Item #: 44
Serial Type: Motor Vehicle
Serial #: 1FT7W2B63CEC47627
Override: No

Item #: 45
Serial Type: Motor Vehicle
Serial #: 1FT8W3B67CEB71260
Override: No

Item #: 46
Serial Type: Motor Vehicle
Serial #: 1FTFW1EFOCFB67018
Override: Yes

Item #: 47
Serial Type: Motor Vehicle
Serial #: 1C6RD7NT6CS338641
Override: No

Item #: 48
Serial Type: Motor Vehicle
Serial #: 1FBSS31L48DB11821
Override: No

Item #: 49
Serial Type: Motor Vehicle
Serial #: 1FBSS31L58DB24626
Override: No

Item #: 50
Serial Type: Motor Vehicle
Serial #: 1FBSS31L78DB35966
Override: No

Make/Desc.: JOHN DEERE 544K
Model:
Color:

Year: 2012
Make/Desc.: JOHN DEERE 624K
Model:
Color:

Year: 2011
Make/Desc.: JOHN DEERE 544K
Model:
Color:

Year: 2011
Make/Desc.: JOHN DEERE 544K
Model:
Color:

Year: 2011
Make/Desc.: JOHN DEERE 544K
Model:
Color:

Year: 2012
Make/Desc.: FORD F-350 4X4 CREW CAB
Model:
Color:

Year: 2012
Make/Desc.: FORD F-250 4X4 CREW CAB
Model:
Color:

Year: 2012
Make/Desc.: FORD F-250 4X4 CREW CAB
Model:
Color:

Year: 2012
Make/Desc.: FORD F-250 4X4 CREW CAB
Model:
Color:

Year: 2012
Make/Desc.: FORD F-350 4X4 CREW CAB
Model:
Color:

Year: 2012
Make/Desc.: FORD F-150 4X4 SUPER-CREW
Model:
Color:

Year: 2012
Make/Desc.: DODGE 1500 4X4 CREW CAB
Model:
Color:

Year: 2008
Make/Desc.: FORD E350 15 PASSENGER
Model:
Color:

Year: 2008
Make/Desc.: FORD E350 15 PASSENGER
Model:
Color:

Year: 2008
Make/Desc.: FORD E350 15 PASSENGER
Model:
Color:



Saskatchewan Personal Property Registry Search Result

Serial Property

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



Saskatchewan Personal Property Registry Search Result

Serial Property

Item #: 66 Serial Type: Motor Vehicle Serial #: 1FTFW1EF9DKF99941 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 67 Serial Type: Motor Vehicle Serial #: 1FTFW1EF4DKF99944 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 68 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99942 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 69 Serial Type: Motor Vehicle Serial #: 1FTFW1EF2DKF99943 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 70 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99939 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 71 Serial Type: Motor Vehicle Serial #: 1FTFW1EF8DKF99946 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 72 Serial Type: Motor Vehicle Serial #: 1FTFW1EF7DKF99940 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 73 Serial Type: Motor Vehicle Serial #: 50 Override: Yes	Year: 1983 Make/Desc.: VERSATILE FWD TRACTOR Model: Color:
Item #: 74 Serial Type: Motor Vehicle Serial #: RW8450H004131 Override: Yes	Year: 1985 Make/Desc.: JOHN DEERE FWD TRACTOR Model: Color:
Item #: 75 Serial Type: Motor Vehicle Serial #: RW8560H001506 Override: Yes	Year: 1986 Make/Desc.: JOHN DEERE FWD TRACTOR Model: Color:
Item #: 76 Serial Type: Motor Vehicle Serial #: 1NKDX4TX5DR964073 Override: No	Year: 2013 Make/Desc.: KENWORTH T800 HYDROVAC Model: Color:
Item #: 77 Serial Type: Motor Vehicle Serial #: 1NKDX4TX1DR964295 Override: No	Year: 2013 Make/Desc.: KENWORTH T800 HYDROVAC Model: Color:
Item #: 78 Serial Type: Motor Vehicle Serial #: 8501048150 Override: Yes	Year: 2008 Make/Desc.: MANITOWOC 8500 CRANE Model: Color:
Item #: 79 Serial Type: Trailer Serial #: DWGGAE12112REVE Override: No	Year: 2012 Make/Desc.: BIRMINGHAM L-15 Model: Color:
Item #: 80 Serial Type: Trailer Serial #: 1559	Year: 2008 Make/Desc.: BAUER BG24H Model:



**Saskatchewan
Personal Property Registry
Search Result**

Serial Property

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



Saskatchewan Personal Property Registry Search Result

Searching Party: Emery Jamieson LLP, Barristers and Solicitors
Search Date: 21-Oct-2014 11:59:42
Search Type: Standard

Search #: 201803777
Client Reference: 23577.0011SJW/KRK/ag
Control #:

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) - Similar (0)

Selected	Match	Registration #	Serial Property #	Serial Property Type	Year	Make	Model	Color
Yes	Exact	301188988	1DW872GPCDD654518	Motor Vehicle		JOHN DEERE		
Yes	Exact	301239472	1DW872GPCDD654518	Motor Vehicle	2013	JOHN DEERE		



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

Party ID: 150000175 - 1
Entity Type: Business
Name: (REGISTRY = RECOVERY) INC

Address: 1551 THE QUEENSWAY
TORONTO, ON
M8Z1T8
Canada

Secured Party

Item #: 1
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 #: 1
Party ID: 152090835 - 1
Entity Type: Business
Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.

Address: 1259 91 ST SW 2ND FLOOR
EDMONTON, Alberta
T6X1E9
Canada

Item #: 2
Party ID: 152090836 - 1
Entity Type: Person
Name: JESSAMINE, JEFF

Address: 10179 105 ST NW SUITE 505
EDMONTON, Alberta
T5J3N1
Canada

Item #: 3
Party ID: 152090837 - 1
Entity Type: Person
Name: MACKAY, MATTHEW

Address: 10919 115 ST NW
EDMONTON, Alberta
T5H3L3
Canada

Item #: 4
Party ID: 152090838 - 1
Entity Type: Person
Name: EDWARDS, DANIEL ERIC

Address: 951 BLACKETT WYND SW
EDMONTON, Alberta
T6W1B1
Canada

Item #: 5
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 #: 1
Serial Type: Motor Vehicle
Serial #: 1DW770GXJBD641098
Override: Yes

Year:
Make/Desc.: JOHN DEERE
Model:
Color:

Item #: 2
Serial Type: Motor Vehicle
Serial #: 1FF350GXJCD808927
Override: Yes

Year:
Make/Desc.: JOHN DEERE
Model:
Color:

Item #: 3

Year:



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial Type: Motor Vehicle Serial #: 1FF350GXTCD808938 Override: Yes Item #: 4 Serial Type: Motor Vehicle Serial #: 1DW872GPLCD646096 Override: Yes *Item #: 5 Serial Type: Motor Vehicle Serial #: 1DW872GPCDD654518 Override: Yes	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

Party ID: 150000175 - 1 Entity Type: Business Name: (REGISTRY = RECOVERY) INC	Address: 1551 THE QUEENSWAY TORONTO, ON M8Z1T8 Canada
--	---

Secured Party

Item #: 1 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 #: 1 Party ID: 152090835 - 1 Entity Type: Business Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	Address: 1259 91 ST SW 2ND FLOOR EDMONTON, Alberta T6X1E9 Canada
Item #: 2 Party ID: 152090836 - 1 Entity Type: Person	Address: 10179 105 ST NW SUITE 505 EDMONTON, Alberta



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

Name:	JESSAMINE, JEFF	T5J3N1 Canada
Item #:	3	Address: 10919 115 ST NW
Party ID:	152090837 - 1	
Entity Type:	Person	EDMONTON, Alberta
Name:	MACKAY, MATTHEW	T5H3L3 Canada
Item #:	4	Address: 951 BLACKETT WYND SW
Party ID:	152090838 - 1	
Entity Type:	Person	EDMONTON, Alberta
Name:	EDWARDS, DANIEL ERIC	T6W1B1 Canada

Serial Property

Item #:	1	Year:	
Serial Type:	Motor Vehicle	Make/Desc.:	JOHN DEERE
Serial #:	1DW770GXJBD641098	Model:	
Override:	Yes	Color:	
Item #:	2	Year:	
Serial Type:	Motor Vehicle	Make/Desc.:	JOHN DEERE
Serial #:	1FF350GXJCD808927	Model:	
Override:	Yes	Color:	
Item #:	3	Year:	
Serial Type:	Motor Vehicle	Make/Desc.:	JOHN DEERE
Serial #:	1FF350GXTCD808938	Model:	
Override:	Yes	Color:	
Item #:	4	Year:	
Serial Type:	Motor Vehicle	Make/Desc.:	JOHN DEERE
Serial #:	1DW872GPLCD646096	Model:	
Override:	Yes	Color:	
Item #:	5	Year:	
Serial Type:	Motor Vehicle	Make/Desc.:	JOHN DEERE
Serial #:	1DW872GPCDD654518	Model:	
Override:	Yes	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: Amendment
Transaction Reason: Regular

Registrant

Party ID:	150000175 - 1	Address:	1551 THE QUEENSWAY
Entity Type:	Business		
Name:	(REGISTRY = RECOVERY) INC		TORONTO, ON



**Saskatchewan
Personal Property Registry
Search Result**

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



**Saskatchewan
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: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152171711 - 1	Address: 600 West Chambers
Entity Type: Business	12220 Stony Plain Road
Name: McLennan Ross LLP	Edmonton, Alberta
	T5N3Y4
	Canada

Secured Party

Item #: 1	Address: SUITE 201, 1259 - 91 STREET SW
Party ID: 152171712 - 1	
Entity Type: Business	EDMONTON, Alberta
Name: EDMONTON HEAVY EQUIPMENT RENTALS LTD.	T6X1E9
	Canada

Debtor Party

Item #: 1	Address: SUITE 201, 1259 - 91 STREET SW
Party ID: 152171713 - 1	
Entity Type: Business	EDMONTON, Alberta
Name: SPRAGUE-ROSSER CONTRACTING CO. LTD.	T6X1E9
	Canada
Item #: 2	Address: 505, 10179 - 105 STREET
Party ID: 152171714 - 1	
Entity Type: Business	EDMONTON, Alberta
Name: SPRAGUE-ROSSER LEASING INC.	T5J3N1
	Canada

Serial Property

Item #: 1	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 710K BACKHOE
Serial #: 1T0710KXHCD221883	Model:
Override: Yes	Color:
Item #: 2	Year: 2008
Serial Type: Motor Vehicle	Make/Desc.: CATERPILLAR CP56 PF
Serial #: CATOCP56LC5P00211	Model:
Override: Yes	Color:
Item #: 3	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU D51PX-22 DOZER
Serial #: B12641	Model:
Override: Yes	Color:
Item #: 4	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU D155AX-7 DOZER
Serial #: 90035	Model:
Override: Yes	Color:
Item #: 5	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXVCD808560	Model:
Override: Yes	Color:
Item #: 6	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 470GLC
Serial #: 1FF470GXTBE470013	Model:



Saskatchewan Personal Property Registry Search Result

Serial Property

Override: Yes	Color:
Item #: 7	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 670GLC
Serial #: 1FF670GXCBE670011	Model:
Override: Yes	Color:
Item #: 8	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 870GLC
Serial #: 1FF870GXJBE870028	Model:
Override: Yes	Color:
Item #: 9	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 450DLC
Serial #: 1FF450DXCA0914048	Model:
Override: Yes	Color:
Item #: 10	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 225DLC
Serial #: 1FF225DXTA0501537	Model:
Override: Yes	Color:
Item #: 11	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 225DLC
Serial #: 1FF225DXAA0501529	Model:
Override: Yes	Color:
Item #: 12	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXJCD808927	Model:
Override: Yes	Color:
Item #: 13	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 350GLC
Serial #: 1FF350GXTC808938	Model:
Override: Yes	Color:
Item #: 14	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE JD470
Serial #: 1FF470GXTBE470075	Model:
Override: Yes	Color:
Item #: 15	Year: 2011
Serial Type: Motor Vehicle	Make/Desc.: CATERPILLAR 374DL
Serial #: CAT0374DJPAP00135	Model:
Override: Yes	Color:
Item #: 16	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 770G GRADER
Serial #: 1DW770GXJBD641098	Model:
Override: Yes	Color:
Item #: 17	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 872GP GRADER
Serial #: 1DW872GPLCD646096	Model:
Override: Yes	Color:
*Item #: 18	Year: 2013
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE
Serial #: 1DW872GPCDD654518	Model:
Override: Yes	Color:
Item #: 19	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: JOHN DEERE 75D
Serial #: 1FF075DXHGBG014478	Model:
Override: Yes	Color:
Item #: 20	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU HM400-3
Serial #: 3140	Model:
Override: Yes	Color:
Item #: 21	Year: 2012
Serial Type: Motor Vehicle	Make/Desc.: KOMATSU HM400-3



Saskatchewan Personal Property Registry Search Result

Serial Property

Serial #: 3075 Override: Yes	Model: Color:
Item #: 22 Serial Type: Motor Vehicle Serial #: 3076 Override: Yes	Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:
Item #: 23 Serial Type: Motor Vehicle Serial #: 3139 Override: Yes	Year: 2012 Make/Desc.: KOMATSU HM400-3 Model: Color:
Item #: 24 Serial Type: Motor Vehicle Serial #: 621526 Override: Yes	Year: 2008 Make/Desc.: JOHN DEERE 400D ADT Model: Color:
Item #: 25 Serial Type: Motor Vehicle Serial #: 621396 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D ADT Model: Color:
Item #: 26 Serial Type: Motor Vehicle Serial #: 621425 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 27 Serial Type: Motor Vehicle Serial #: 621334 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 28 Serial Type: Motor Vehicle Serial #: 624163 Override: Yes	Year: 2009 Make/Desc.: JOHN DEERE 400D Model: Color:
Item #: 29 Serial Type: Motor Vehicle Serial #: 1T0333DKEA0193956 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 30 Serial Type: Motor Vehicle Serial #: 1T0333DKPCD225871 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 31 Serial Type: Motor Vehicle Serial #: 1T0333DKVCD225763 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 32 Serial Type: Motor Vehicle Serial #: 1T0333DMABD203800 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 333DT Model: Color:
Item #: 33 Serial Type: Motor Vehicle Serial #: 1T0755KXJBE208909 Override: Yes	Year: 2011 Make/Desc.: JOHN DEERE 755K Model: Color:
Item #: 34 Serial Type: Motor Vehicle Serial #: 1DW644KZVCD644415 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 644K Model: Color:
Item #: 35 Serial Type: Motor Vehicle Serial #: 1DW544KZTCD644564 Override: Yes	Year: 2012 Make/Desc.: JOHN DEERE 544K Model: Color:
Item #: 36	Year: 2012



Saskatchewan Personal Property Registry Search Result

Serial Property

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



Saskatchewan Personal Property Registry Search Result

Serial Property

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



Saskatchewan Personal Property Registry Search Result

Serial Property

Item #: 66 Serial Type: Motor Vehicle Serial #: 1FTFW1EF9DKF99941 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 67 Serial Type: Motor Vehicle Serial #: 1FTFW1EF4DKF99944 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 68 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99942 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 69 Serial Type: Motor Vehicle Serial #: 1FTFW1EF2DKF99943 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 70 Serial Type: Motor Vehicle Serial #: 1FTFW1EF0DKF99939 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 71 Serial Type: Motor Vehicle Serial #: 1FTFW1EF8DKF99946 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 72 Serial Type: Motor Vehicle Serial #: 1FTFW1EF7DKF99940 Override: No	Year: 2014 Make/Desc.: FORD F150 4X4 Model: Color:
Item #: 73 Serial Type: Motor Vehicle Serial #: 50 Override: Yes	Year: 1983 Make/Desc.: VERSATILE FWD TRACTOR Model: Color:
Item #: 74 Serial Type: Motor Vehicle Serial #: RW8450H004131 Override: Yes	Year: 1985 Make/Desc.: JOHN DEERE FWD TRACTOR Model: Color:
Item #: 75 Serial Type: Motor Vehicle Serial #: RW8560H001506 Override: Yes	Year: 1986 Make/Desc.: JOHN DEERE FWD TRACTOR Model: Color:
Item #: 76 Serial Type: Motor Vehicle Serial #: 1NKDX4TX5DR964073 Override: No	Year: 2013 Make/Desc.: KENWORTH T800 HYDROVAC Model: Color:
Item #: 77 Serial Type: Motor Vehicle Serial #: 1NKDX4TX1DR964295 Override: No	Year: 2013 Make/Desc.: KENWORTH T800 HYDROVAC Model: Color:
Item #: 78 Serial Type: Motor Vehicle Serial #: 8501048150 Override: Yes	Year: 2008 Make/Desc.: MANITOWOC 8500 CRANE Model: Color:
Item #: 79 Serial Type: Trailer Serial #: DWGGAE12112REVE Override: No	Year: 2012 Make/Desc.: BIRMINGHAM L-15 Model: Color:
Item #: 80 Serial Type: Trailer Serial #: 1559	Year: 2008 Make/Desc.: BAUER BG24H Model:



**Saskatchewan
Personal Property Registry
Search Result**

Serial Property

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

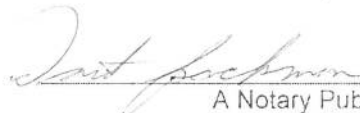
General Property

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 BIRMINGHAM 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 "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: 1
Max Number Of Directors: 9
Business Restricted To: NONE
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.

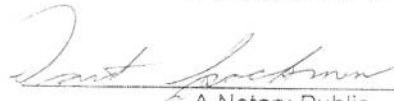
Attachments:

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 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.**



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Alberta
Division No.: 01 - Edmonton
Court No.: 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 aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned 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; and
- 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

Canada

Canada Place Building, 9700 Jasper Avenue NW, Suite
725, Edmonton, Alberta, Canada, T5J4C3, (877)376-9902