

COURT FILE NUMBERS 1903-12504
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE EDMONTON
 PLAINTIFF MAYNBRIDGE CAPITAL INC.
 DEFENDANTS VOICE CONSTRUCTION OPCO ULC, VOICE
 MANAGEMENT LTD., VOICE CONSTRUCTION
 LTD., EARTH & ENERGY CONSTRUCTION LTD.,
 VOICE HOLDINGS LTD., and 2012442 ALBERTA LTD.
 PROCEEDINGS IN THE MATTER OF RECEIVERSHIP
 PROCEEDINGS OF VOICE CONSTRUCTION OPCO
 ULC, VOICE MANAGEMENT LTD., VOICE
 CONSTRUCTION LTD., EARTH & ENERGY
 CONSTRUCTION LTD., VOICE HOLDINGS LTD. and
 2012442 ALBERTA LTD.



DOCUMENT **THIRD REPORT OF THE RECEIVER**

September 23, 2019

ADDRESS FOR SERVICE
 AND CONTACT
 INFORMATION OF PARTY
 FILING THIS DOCUMENT

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ALVAREZ & MARSAL

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INTRODUCTION

1. On June 25, 2019 (the “**Receivership Date**”), by order of the Honourable Justice K.G. Nielsen of the Court of Queen’s Bench of Alberta (the “**Court**”) (the “**Receivership Order**”), Alvarez & Marsal Canada Inc. (the “**Receiver**”) was appointed Receiver without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”) of Voice Construction Opco ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd. and 2012442 Alberta Ltd. (collectively, “**Voice**” and/or the “**Company**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (“**BIA**”), section 13(2) of the *Judicature Act*, RSA 2000, c J-2 and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 (“**PPSA**”).
2. The Receivership Order was consented to by the Company, who had stopped operations on June 21, 2019. In light of the cessation of operations, and the resulting urgent need to appoint a Receiver, the Receivership Order was granted without notice to other parties.
3. By further order of the Honourable Associate Chief Justice K.G. Nielsen dated June 25, 2019, any secured party wishing to vary the priority of the Receiver’s charge as granted in the Receivership Order was required to file and serve an application within 14 days of being served the Receivership Order. All known secured and priority creditors have since been served with the Receivership Order and no applications to vary the Receiver’s charge have been served on the Receiver.
4. The purpose of this third report of the Receiver (the “**Third Report**” or “**this Report**”) is to provide this Honourable Court with information in respect of the following:
 - a) the execution of an auction proposal (the “**Edmonton Yard Auction Proposal**”) by the Receiver and G.D. Auction & Appraisals Inc. (“**GDA**”) dated September 17, 2019 of the auction of certain trucks, heavy equipment, attachments and other rolling stock of Voice located

- specifically at the Edmonton lay down yard (the "**Edmonton Yard Assets**");
- b) the Receiver's application for an order sealing of the Confidential Appendix 1 and 2 (the "**Confidential Appendices**") to this Report;
 - c) the security opinions conducted by the Receiver's independent counsel, Miller Thomson LLP ("**MT**" or the "**Receiver's Counsel**"), with respect to the secured interests in the Edmonton Yard Assets;
 - d) the activities of the Receiver to date; and
 - e) the Receiver's conclusions and recommendations.
5. Capitalized words or terms not otherwise defined in this Report are as defined in the Receivership Order and the First and Second Report.
6. All references to dollars are in Canadian currency unless otherwise notes.

TERMS OF REFERENCE

7. In preparing this Third Report, the Receiver has relied primarily upon information obtained through the representations of certain former management and former employees of the Company and other information contained in the Debtor's books and records, which were produced and maintained principally by the Company.
8. The Receiver has not performed an audit, review or otherwise attempted to verify the accuracy or completeness of the Company's financial information that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the financial information. Future oriented financial information relied upon in this Report is based on the Receiver's assumptions regarding future events and actual results achieved will vary from this information and the variations may be materials.

BACKGROUND

9. Voice was in the business of delivering civil construction services, including heavy construction, earthworks, contracting services, and environmental management, primarily to the energy and resource sector in Western Canada for over 75 years.
10. The Company is headquartered in Edmonton, Alberta and ceased active operations on July 21, 2019, which was four days before the Receivership Date.
11. Further background to the Company and its operations is contained in the materials filed in support of and relating to the Receivership Order and the First Report. These documents and other relevant information has been posted by the Receiver on its website at: www.alvarezandmarsal.com/voiceconstruction (the "**Receiver's Website**").

GDA A AUCTION PROPOSAL

12. As previously reported in the Second Report, the Receiver engaged GDA A to conduct a timed online auction (the "**Miscellaneous Assets Auction**") for the Miscellaneous Assets located at Voice's Edmonton headquarters located at 7545 52 Street NW, Edmonton, Alberta. The Miscellaneous Assets Auction was originally scheduled for September 27, 2019; however, it is now expected to occur in mid-October 2019 to coincide with the Edmonton Yard Assets auction, as discussed below. The Edmonton Yard Assets are included as Appendix A to this Report.
13. On September 4, 2019, GDA A provided the Receiver with an additional unsolicited auction proposal to auction off other rolling stock (Edmonton Yard Assets) specifically located on the site where the Miscellaneous Assets were located (the "**Edmonton Yard Assets Auction**"). GDA A believed that there would be significant cost savings and synergies if the Edmonton Yard Assets were also included for sale at auction along with Miscellaneous Assets and one larger, advertised auction could take place at one location.
14. The Receiver had extended negotiations with GDA A with respect to the Edmonton Yard Assets. As a result of these discussions, GDA A presented the Receiver a

proposal to auction the Edmonton Yard Assets on a “zero-dollar fee commission basis”, unless the gross realizations for the auction exceeded a minimum threshold. If the minimum threshold is achieved, GDAA agreed to share in the proceeds in excess of the minimum threshold.

15. On September 17, 2019, the Receiver executed the Edmonton Yard Auction Proposal to auction the Edmonton Yard Assets. The Receiver is advised that Maynbridge Capital Inc. (“**Maynbridge**”), as fulcrum creditor, is supportive of the Receiver utilizing GDAA to conduct this auction and realization strategy to sell the Edmonton Yard Assets.
16. Due to the confidential nature of the Receiver’s analysis on the valuation of assets included within the Edmonton Yard Auction Proposal, the Receiver is concerned that, if the information about the valuation of the assets within the Edmonton Yard Auction Proposal is disclosed to third parties prior to the proposed auction date, the disclosure could materially jeopardize the auction process. As such, the Receiver is respectfully of the view that it is appropriate for this Honourable Court to seal the following appendices to this Third Report:
 - a) The Edmonton Yard Auction Proposal (Confidential Appendix 1); and
 - b) The Receiver’s analysis on the Edmonton Yard Assets as compared to the Hilco July 2019 Appraisal (Confidential 2).
17. GDAA is a locally based auction house that specializes in liquidating equipment and inventory such as the assets owned by Voice. Given GDAA’s experience as well as their offer to auction the Edmonton Yard Assets, the Receiver believes GDAA to be well suited for this engagement to auction the Edmonton Yard Assets. The Receiver believes the Edmonton Yard Auction Proposal will result in a fair auction process with due exposure to the market. Further, the Receiver believes the proposed cost structure of the Edmonton Yard Auction Proposal is very favourable to the estate.
18. In particular, the Receiver compared the Edmonton Yard Assets to the Hilco July 2019 Appraisal and determined that the “minimum threshold” to be achieved before any commissions would be paid to GDAA is above the aggregate liquidation values assigned to each piece of equipment. Effectively, should the auction proceeds

received from the Edmonton Yard Assets Auction not exceed the “minimum threshold”, GDAA will effectively be providing their experienced auctioning services at no cost. The Receiver is paying up to \$30,000 to cover certain marketing and other out-of-pocket expenses of GDAA.

19. The date scheduled for this auction for both the Miscellaneous Auction and the Edmonton Yard Asset Auction is on or around October 14, 2019.

UPDATE ON REMAINING UNSOLD VOICE EQUIPMENT

20. The Receiver is in the process of completing its consolidation of the remaining unsold Voice equipment and assets to the Fort Saskatchewan lay down yard and this consolidation should be completed in the next 2-3 weeks. The Receiver, in consultation with Maynbridge, continue to consider other certain unsolicited offers it has received from interested parties and other realization strategies to maximize realizations in this Receivership Proceedings. An asset listing of all remaining unsold and available Voice equipment (excluding the Edmonton Yard Assets) is attached as Appendix “B” to this report (“**Remaining Equipment Listing**”).

SECURED INTERESTS IN THE EDMONTON YARD ASSETS

Overview

21. The Receiver’s independent counsel reviewed Alberta Personal Property Registry (“PPR”) search results against each of the Companies and against each serial number of the Edmonton Yard Assets that constituted serial number goods pursuant to the *Personal Property Security Act, RSA 2000 c. P-7* (“PPSA”), as well as British Columbia PPR search results against each of the Companies.
22. Maynbridge has the first in time “all personal and after-acquired personal property” registration in both Alberta and British Columbia against each of the Companies.
23. The following parties have registrations against the Edmonton Yard Assets in the Alberta Personal Property Registry:
 - a) Security Agreement Registrations
 - i. Caterpillar Financial Services Ltd. (“**Caterpillar**”)
 - ii. Maynbridge

- iii. Jim Peplinski Leasing Inc. ("**Peplinski**")
 - iv. ARI Financial Services Inc. ("**ARI**")
 - v. Grande Tire Inc. ("**GTI**")
 - vi. Jim Pattison Industries Ltd. ("**Jim Pattison**")
- b) Garage Keeper's Liens
- i. Heavy Tech Repairs and Rentals Ltd. ("**Heavy Tech**")
 - ii. GTI
 - iii. Specter Fabricating Inc. ("**Specter**")
24. The Receiver, through MT, requested that each party with a security agreement registration in the Alberta and British Columbia PPRs provide the supporting documentation to the Receiver.
25. MT has reviewed the documentation provided by each party with registrations against the Edmonton Yard Assets and has provided the opinions set out below.

Security Agreement Registrations

Caterpillar

26. Pursuant to the Order granted in these proceedings on September 20, 2019, the full claim of Caterpillar, including with respect to the Edmonton Yard Assets, is anticipated to be paid through the sale of assets approved in that Order.

Maynbridge

27. As set out in the Receiver's First Report dated August 7, 2019 at para. 37, MT has provided a security opinion to the Receiver that Maynbridge's security is valid and enforceable against the Companies.
28. As a result, MT has provided the Receiver with its opinion that Maynbridge has priority to the equipment in the Receiver's possession and control over other parties with registered security interests except where:
- a) another secured creditor has registered a valid and enforceable security interest by serial number ahead of a registration by Maynbridge by serial number with respect to equipment that constitutes "serial number

goods” as defined in the *Personal Property Security Regulation*, AR 95/2001; or

- b) another secured creditor has registered a valid and enforceable purchase-money security interest that is perfected pursuant to s. 22 of the PPSA.

Jim Peplinski Leasing Inc.

- 29. Peplinski has a registered security interest against the following vehicle included in the Edmonton Yard Assets: 2011 Ford F550 XLT Passenger Bus (s/n 1FDGF5GT1BEA39000) (the “**Peplinski Vehicle**”).
- 30. MT has provided the Receiver with an opinion, attached as Appendix C, that Peplinski has valid and enforceable security, with a first in time registration by serial number, with respect to the Peplinski Vehicle, in the amount of \$204.75, being the guaranteed residual value.

ARI Financial Service Inc.

- 31. ARI has a registered security interest against the following vehicle included in the Edmonton Yard Assets: 2015 Chevrolet Silverado Crew Cab (s/n 3GCUKSEC3FG210879) (the “**ARI Vehicle**”) pursuant to a master Lease Agreement and a Motor Vehicle Lease Agreement (collectively, the “**ARI Lease**”).
- 32. MT has provided the Receiver with an opinion, attached as Appendix D that the ARI Lease is a financing lease, not a true lease. Further, the MT opinion provides that ARI has valid and enforceable security to secure unpaid leases charges under the ARI Lease, excluding monthly rental charges after completion of the Depreciation Period (as defined in the ARI Lease) and excluding residual equity in the ARI Vehicle.
- 33. Based on the information provided by ARI to MT, the MT opinion is that there are no amounts due and owing to ARI for the ARI Vehicle.

Grande Tire Inc.

- 34. GTI has a registered security interest against the following vehicles included in the Edmonton Yard Assets: 2015 GMC Sierra 4x4 Crew Cab (s/n

1GT12YEG7FF177573) and 2014 Caterpillar Wheeled Skid Steer 272D (s/n B5W00466) (the “**GTI Vehicles**”).

35. MT has provided the Receiver with an opinion, attached as Appendix that GTI does not hold valid and enforceable security with respect to the GTI Vehicles.
36. It is MT’s understanding that the GTI registrations were intended to protect potential garage keeper’s liens for which the registration deadline had expired.

Jim Pattison Industries Ltd.

37. Jim Pattison has registered security interest against 23 vehicles included in the Edmonton Yard Assets (the “**Jim Pattison Vehicles**”).
38. MT has provided the Receiver with an opinion of Jim Pattison’s security interest in the Jim Pattison Vehicles. A copy of the opinion letter of Jim Pattison’s security interest in the Jim Pattison Vehicles is provided in Appendix hereto.
39. The opinion provides that Jim Pattison has valid and enforceable security pursuant to the lease agreements provided by Jim Pattison for each Jim Pattison Vehicle, however, the extent of that security is limited to the unpaid monthly rental payments for the balance of the term of each lease, plus the guaranteed residual value set out in the respective lease.
40. As a result, it is MT’s opinion that:
 - a) the \$80,000 claim by Jim Pattison for fuel and maintenance is unsecured;
 - b) the Jim Pattison leases are not cross-collateralized.
 - c) with respect to four of the Jim Pattison Vehicles, Maynbridge has a prior registration by serial number.
41. The buyout amounts provided by Jim Pattison for the Jim Pattison Vehicles is set out in the Receiver’s offer analysis in Confidential Appendix 2.
42. The Receiver has requested that Jim Pattison provide calculations for the buyout figures provided to ensure they are comprised of outstanding monthly rental payments and guaranteed residual values only.

Garage Keeper's Liens

43. The garage keeper's liens registered against the Edmonton Yard Equipment total \$3,638.81. The Receiver has requested that each party asserting a garage keeper's lien against the Edmonton Yard Equipment provide the Receiver with the underlying documentation to support the claimed lien. The Receiver has received some of this documentation and is following up with parties in respect of deficiencies.
44. To the extent that any of the garage keeper's liens are valid, they are in priority to the parties that registered security agreements against the Edmonton Yard Assets. A subsequent report will address the validity of these garage keeper's liens and seek authorization for an interim distribution in respect of the valid liens.
45. The rights of the garage keeper's lienholders will be preserved against the proceeds of the Edmonton Yard Assets sale, in both quantum and priority, to the extent they are valid, by virtue of paragraph 9 of the proposed sale and vesting order.

ALLOCATION

46. The Receiver is not seeking an order to distribute proceeds of the GDA Auction as the amount of proceeds is uncertain until the auction is completed. Further, the distributions to the respective secured creditors are subject to an allocation of the costs of the Receivership, which will be addressed in a subsequent application.
47. The Receiver has incurred costs with respect to the equipment, not limited to the below:
 - a) Costs incurred attributable to rent paid on the Edmonton Yard;
 - b) Utility costs incurred with respect to the Edmonton Yard;
 - c) On-site security for the Edmonton Yard during the first month of the Receivership;
 - d) Transportation costs of equipment from various job-sites in Alberta and British Columbia;
 - e) Contractor and material costs attributable to necessary maintenance of the Edmonton Yard assets;

RECEIVER'S RECOMMENDATIONS

48. The Receiver respectfully recommends that this Honourable Court:
- f) Approve the actions and activities of the Receiver as reported in this Third Report;
 - g) Approve the Edmonton Yard Auction Proposal and grant a Sale Process Approval and Vesting Order with respect thereto
 - h) Seal Confidential Appendices 1 and 2 to this Third Report;
 - i) Grant an Order declaring that:
 - a. Peplinski has a valid security interest in the Peplinski Vehicle to secure a claim of \$204.75;
 - b. ARI has a valid security interest claim against the ARI Vehicle but is not owed any funds pursuant to that security interest with respect to the ARI Vehicle;
 - c. GTI does not have a valid security interest against the Edmonton Yard Assets, other than any garage keeper's lien that GTI may assert;
 - d. Jim Pattison's claim for fuel and maintenance is an unsecured claim;
 - e. Jim Pattison's security interest with respect to the following vehicles is subordinate to Maynbridge:

VIN	Year	Make	Model
3GTU2ULC9EG280784	2014	GMC	SIERRA 1500
3GTU2ULC5EG280782	2014	GMC	SIERRA 1500
3GTU2UEC5EG280779	2014	GMC	SIERRA 1500
3GTU2UECXEG280776	2014	GMC	SIERRA 1500
3GTU2UEC1EG280780	2014	GMC	SIERRA 1500
1FDRF3H63EEA87978	2014	FORD	SUPER DUTY F-350 DRW

- f. Jim Pattison's security interest with respect to the following vehicles is valid and enforceable to the extent of unpaid monthly rental payments for the balance of the term of each lease, plus the guaranteed residual value set out in the respective lease, without cross-collateralization:

VIN	Year	Make	Model
1GT12YEG3FF175464	2015	GMC	SIERRA 2500HD
1GT12YEG7FF175533	2015	GMC	SIERRA 2500HD
1GT12YEG0FF175700	2015	GMC	SIERRA 2500HD
1GT12YEG7FF177475	2015	GMC	SIERRA 2500HD
1GT12YEG8FF176898	2015	GMC	SIERRA 2500HD
1GT12YEG3FF178834	2015	GMC	SIERRA 2500HD
1GT12YEG1FF177665	2015	GMC	SIERRA 2500HD
1GT12YEG7FF177573	2015	GMC	SIERRA 2500HD
1GT12YEG7FF177735	2015	GMC	SIERRA 2500HD
1GT12YEG3FF177330	2015	GMC	SIERRA 2500HD
1GC1KVEG5FF663877	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG8FF666384	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG3FF665403	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG1FF665920*	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG4FF663966	2015	CHEVROLET	SILVERADO 2500HD
1F1FW1L66TB64511	2015	FORD	F-150
3C7WRNBL8FG530714	2015	RAM	5500
3GTP2WE73DG229811	2013	GMC	SIERRA 1500
1FTFW1ETXEFC78362	2014	FORD	F-150
1FD0W5HY8HEB12612	2017	FORD	SUPER DUTY F-550 DRW
1FD0W5HY8HEB12612	2017	FORD	SUPER DUTY F-550 DRW
1FD0E4FS3GDC29542	2016	FORD	ECONOLINE COMMERCIAL CUTAWAY
3GCUKSEC0HG185510	2017	CHEVROLET	SILVERADO 1500

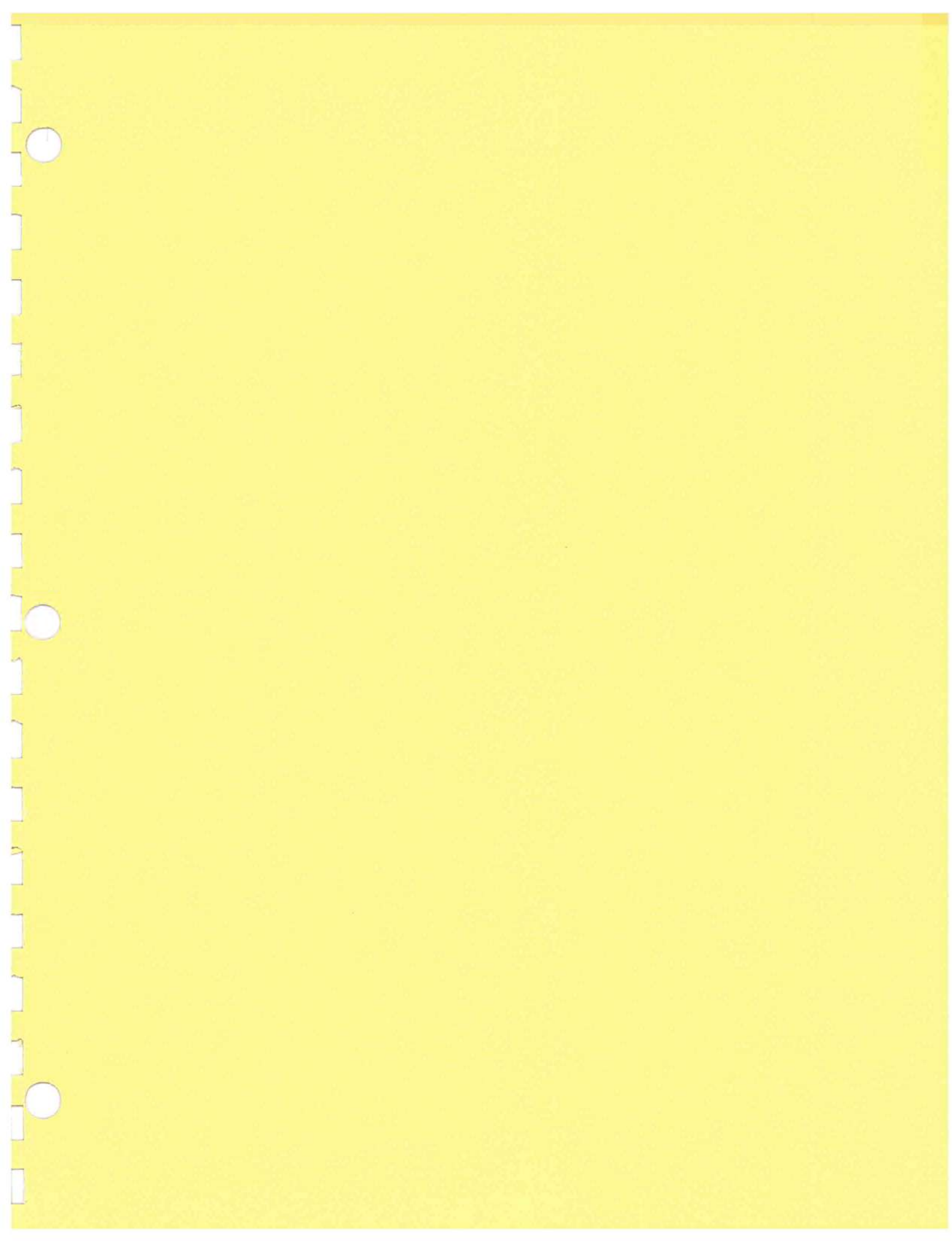
3GCUKSEC9HG181942	2017	CHEVROLET	SILVERADO 1500
3GCUKSEC5HG232501	2017	CHEVROLET	SILVERADO 1500
1FTEW1EG3HFB43825	2017	FORD	F-150
NM0LS7F77H1315661	2017	FORD	TRANSIT CONNECT VAN
NM0LS7F74H1315357	2017	FORD	TRANSIT CONNECT VAN
1FDPF7DC3HDB03617	2017	FORD	SUPER DUTY F-750 STRAIGHT FRAME
1GCUKNECXJF174426**	2018	CHEVROLET	SILVERADO 1500
3GCUKNEC5JG133569	2018	CHEVROLET	SILVERADO 1500
NM0LS7F77J1352795	2018	FORD	TRANSIT CONNECT VAN
1GCUKNEC4JF159081	2018	CHEVROLET	SILVERADO 1500
1GCUKRECXJF172764	2018	CHEVROLET	SILVERADO 1500

All of which is respectfully submitted this 23th day of September, 2019

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Receiver of the Company
and not its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LL1
Senior Vice President



APPENDIX A – EDMONTON YARD ASSETS

APPENDIX A – EDMONTON YARD ASSETS

Year	Make	Model	Serial Number
2007	Argo	Avenger	2DGL50BL97NH25269
2007	Argo	Avenger	2DGL50BT07NH25581
2006	Komatsu bulldozer	D41P-6	B41030
2014	Caterpillar mini excavator	303.5E	RKY02958
2005	Komatsu excavator	PC158USLC-2	10071
2018	Caterpillar wheeled excavator	M320F	F2W00312
2006	Komatsu excavator	PC308USLC-3	30025
2007	John Deere excavator	450D LC	FF450DX913373
2007	Gradall	XL5200	5200000742
2014	Caterpillar wheeled skid steer	272D	B5W00466
2004	John Deere wheel loader	744J	DW744JX592879
2006	Volvo wheel loader	L220E	L220EV4322
1992	Ingersol Rand vibratory packer	SD40F	5621-S
2007	Chevrolet 15 passenger van	3500	1GAHG39U971170702
2008	Ford 15 passenger van	E350	1FBSS31L88DB03639
2008	Ford 15 passenger van	E350	1FBSS31L68DB03638
1990	Volvo	Fuel Truck	4V1JBBMEXLR803853
1989	Ford gravel truck	F800	1FDXK84A9KVA14796
1994	Western Star gravel truck	4964	2WLPDCJH6RK933872
2012	GMC sierra 4x4 crew cab	1500	3GTP2WE70CG171011
2012	GMC sierra 4x4 crew cab	1500	3GTP2WE73CG292115
2012	GMC sierra 4x4 crew cab	1500	3GTP2WE72CG292137
2013	GMC sierra 4x4 crew cab	1500	3GTP2WE73DG229811
2014	GMC sierra 4x4 crew cab	1500	3GTU2UEC5EG280782
2014	GMC sierra 4x4 crew cab	1500	3GTU2UECXEG280776
2014	GMC sierra 4x4 crew cab	1500	3GTU2UEC5EG280779
2014	Ford F-150 crew cab	F-150	1FTFW1ETXEFC78362
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG4FF528679
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG5FF527072
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF527876
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF528169
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG6FF526707
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG9FF526605
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF525324
2003	Dodge ram single cab sand truck	2500	3D7KU26D63G768459
2011	Chevrolet silverado crew cab 4X4	2500	1gc1kxgc4bf235002
2010	GMC sierra 4x4 crew cab	2500	1GT4K0BG8AF151737
2011	GMC sierra 4x4 crew cab	2500	1GT12CGXBF218671
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF175464
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF175533
2015	GMC sierra 4x4 crew cab	2500	1GT12YEG8FF176898

2017	Chevrolet silverado crew cab 4X4	1500	3GCUKSEC9HG181942
2017	Ford F-150 crew cab	F-150	1FTEW1EG3HFB43825
2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG5FF663877
2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG3FF665403
2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG1FF6655920
2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG4FF663966
2015	Dodge single cab mech's truck 4x4	5500	3C7WRNBL8FG530714

APPENDIX B – REMAINING EQUIPMENT LISTING

APPENDIX B – REMAINING EQUIPMENT LISTING

Year	Make	Model	Serial Number
2002	Case Agricultural Tractor	STX375	JEE0100120
1998	John Deere Agricultural Tractor	9300RW	S010234
2007	John Deere Agricultural Tractor	9320	RW9320P041061
2013	CASE Agricultural Tractor	STEIGER 350	ZDF139335
2014	Case Agricultural Tractor	350	ZDF139304
2011	Case Agricultural Tractor	IH 485	ZAF122662
2008	Case Agricultural Tractor	IH 535	Z8F109419
2006	John Deere 30 ton articulated truck	300D	BE300DT201712
2012	Caterpillar 30 ton articulated truck	730	B1M03508
2010	Caterpillar 30 ton articulated truck	730	B1M03510
2015	John Deere 30 ton articulated truck	300D2	1DW300DXPFE670685
2015	John Deere 30 ton articulated truck	300D2	1DW300DXCFE670747
2012	CAT Rock Truck	740B	CAT0740BLT4R00714
2012	CAT Rock Truck	740B	CAT0740BVT4R00721
2012	CAT Rock Truck	740B	CAT074BPT4R00722
2013	CAT Rock Truck	740B	CAT0740BVT4R01648
2013	CAT Rock Truck	740B	CAT0740BET4R01655
	Konica / Minolta Bizhub C3350		
2001	John Deere bull dozer	550H	TO550HX894456
2017	CAT Dozer	D5K2 LGP	CAT00D5K2K202746
2006	Caterpillar bull dozer	D6N LGP	ALY02839
2007	Caterpillar bull dozer	D6N LGP	DJY00195
2011	Komatsu bull dozer w/ trimble	D61PX- 15EO	B46836
2011	Caterpillar bull dozer W/ Trimble	D6N-LGP	GHS00610
2011	Caterpillar bull dozer	D6N LGP	GHS00632
2011	Caterpillar bull dozer W/ Trimble	D6N-LGP	GHS00742
2014	CAT Dozer with GPS blade leveling	D6N LGP	CAT00D6NPBA01639
2009	Caterpillar bull dozer	D6T-LGP	WCG00547
2010	John Deere bull dozer W/Topcon	850J-LGP	1T0850XJA0186608
2013	CAT Dozer	D6T LGP	CAT00D6TKKSB01574
2014	Caterpillar bull dozer W/ Trimble	D6T-LGP	KSB01611
2014	CAT Dozer	D6T LGP	CAT00D6TCKSB01750
2014	CAT Dozer	D6T LGP	CAT00D6THKSB01809
2014	Caterpillar mini excavator	303.5E	RKY02686
2011	Caterpillar excavator	305.5D CR	FLZ00631
2012	Caterpillar excavator	305.5D CR	FLZ01490
2001	John Deere excavator	120	P00120X032162
2004	John Deere excavator	120C	FF120CX035353
2012	CAT Excavator with bucket ZBT212	321DLCR	CAT0321DLMPG00318
2014	CAT Excavator with bucket ZBT211	320E L RR	CAT0320EKTFFX00939

2012	Hitachi 200 series excavator	ZX210LC-5	1FFDCJ0VCE330055
2017	Komatsu excavator	PC200LC-8	358415
2015	XCMG Excavator	XE210CU	XUG02103LFKA00050
2006	John Deere excavator	330CLC	FF330CX804659
2006	Komatsu excavator	PC308USLC	-3 30055
2010	Caterpillar excavator	336DL	W3K01276
2011	Komatsu excavator	PC350LC-8	A10564
2012	CAT Excavator, with bucket, ZBT305	336E L	CAT0336ECBZY00951
2012	John Deere, Excavator with bucket, ZBD304	350G LC	1FF350GXLCD808433
2012	John Deere, Excavator with hydraulic hammer attachment, ZAH301	350G LG	1FF350GXTC808549
2012	John Deere excavator	350GLC	1FF350GXTC808650
2013	CAT excavator, with bucket, BD317	336E LH	CAT0336ECRZA00249
2013	Caterpillar excavator	336EH	RZA00296
2006	Volvo excavator	EC460 BLC	EC460BLC80094
2006	Komatsu excavator	PC400-7	65046
2007	John Deere Excavator with bucket ZBC408	450D LC	FF450DX913290
2008	Komatsu excavator	PC400LC-8	A88290
2011	Caterpillar excavator	345DL	EEH01048
2011	John Deere, Excavator with bucket	450D LC	1FF450DXJA0914145

2011

	John Deere, Excavator with CAT hydraulic hammer attachment, SN W9C00184, Model H180ES	450D LC	1FF450DXAA0914151
2014	John Deere Excavator with bucket ZBT410	470G LC	1FF470GXLC470492
2013	CAT Excavator, with bucket ZBC414	349EL	CAT0349ELTFG00946
2013	CAT Excavator with smooth edge bucket	349E L	CAT0349EAMPZ00378
2012	Caterpillar excavator	349EL	TFG00486
2011	Komatsu excavator	PC800LC-8	55230
2011	John Deere excavator	850D LC	1FF850DXCA973126
2011	McElroy tracstar fusion machine	AT5034201	C42331
2011	McElroy tracstar fusion machine	AT5034201	C42899
2010	John Deere high speed dozer w/topcon	764HSD	T00764X178441
2011	John Deere high speed dozer w/topcon	764HSD	1T00764XEBC203741

		764, Top Con, 3D-	
2015	John Deere "Speed Dozer" with Top Con 3D-GPS Unit	GPS	1T00764XJED272876
2017	Caterpillar back-hoe	420F2	LYC00460
2016	CAT Skid Steer Loader with tracks	279D	CAT0279DCGTL03728
2016	Caterpillar compact track loader	279D	GTL04322
2011	CAT Skid Steer Loader	279D	CAT0279DAGTL04419
2011	CAT Skid Steer Track Loader with CAT forks	279D	CAT0279DAGTL05994
2018	Caterpillar tracked skid steer	279D	GTL06075
1997	Case, Skid Steer Loader	1845C	1AF0243483
2010	Caterpillar wheeled skid steer	272C	RED02158
2017	Caterpillar wheeled skid steer	272D2	BL200644
2000	John Deere Front End Loader	644H	DW644HX576209
2006	Volvo wheel loader	L100E	61039
2011	Caterpillar wheel loader	IT62H	M5G00642
2012	Caterpillar wheel loader	962K	X4T00380
2012	CAT Wheel Loader with forks	962K	CAT0962KHX4T00396
2012	John Deere Loader	644K	1DW644KPCCD645523
2014	CAT Loader with straight edge bucket, serial no. 3W31179-2	962K	CAT0962KJFLL00184
2016	Komatsu wheel loader	WA380-8	15025
2012	Caterpillar wheel loader	966K	TFS00595
2006	Bucket smooth edge for LW3003	L220E	L220EV4322
1995	Caterpillar motor grader	160H	9EJ00089
1990	Caterpillar motor grader	14G	96U07823
1993	Caterpillar motor grader	14G	96U08881
2006	Caterpillar motor grader	14H	ASE01671
2010	John Deere Track Type Grader	872GP	DW872GP627526
2011	CAT Grader	14M	CAT0014MCR9J00176
2014	John Deere motor grader	872GP	1DW872GPTED660203
1981	Dynapac double drum compactor	CC10	573380
2006	CAT Vibratory Soil Compactor	CP563E	CATCP563KCNT01155
2006	Caterpillar vibratory compactor	CP563	CNT01184
2007	Caterpillar vibratory compactor	CP563E	CNT01436
2007	Caterpillar vibratory compactor	CP563E	CNT01511
2009	Caterpillar vibratory compactor	CP56	0C5P00440
2009	Caterpillar vibratory compactor	CP56	0C5P00443
2009	CAT Vibratory Soil Compactor	CP64	CAT0CP64KC6P00113
1994	Ingersol Rand	SD40D	55665
2002	Ingersol Rand vibratory compactor	SD70D	163887
1998	CAT Smooth Drum Roller	CS563C	4KN01104
2006	Caterpillar vibratory soil compactor	CS563E	CNG01765
2007	CAT Vibratory Smooth Drum Roller	CS-563E	CATCS563PCNG01746
2007	CAT Vibratory Smooth Drum Roller	CS-573E	CATCS573VCNN00272
2011	CAT Vibratory Smooth Drum Roller	CS56	CAT0CS56AC5501233

2015	XCMG vibratory soil compactor	CV122U	XUG01221KEJE02149
2007	CAT Smooth Drum Roller	CS663E	CATCS663TASB00133
2011	CAT Smooth Drum Roller	CS64	CAT0CS64PC6S00132
2011	CAT Smooth Drum Roller	CS76	CAT0CS76VJCS00166
2000	Baldan breaking disc, single offset		181842J009
2003	Reynolds Tandem Disk Plow	WCLM-16	32914
2010	Kello-Bilt breaking disc, single offset		KE0101640R
2010	Kello-Bilt breaking disc, single offset		KE0101771R
2013	WRT Wobbly wheel packer	PT-13	PT13-132699
2013	WRT Wobbly wheel packer	PT-13	PT13-132698
0	Voice made pull type soil compactor	sheepfoot	MC9801
0	Voice made pull type soil compactor	sheepfoot	RC96
0	Hyster pull type soil compactor	Grid	
0	Voice made pull type soil compactor	Padfoot	B96C2022U
0	Voice made pull type soil compactor	Padfoot	A86C1596M
2004	Reynolds pull type scraper	17E	33762
2010	Grademaster pull type box scraper	GM16	1601001013
2010	Grademaster pull type box scraper	GM16	1601001010
2014	Grademaster pull type box scraper	GM16	160130127
2017	Ford cargo van	Transit connect	NM0LS74H1315357
2017	Ford cargo van	Transit connect	NM0LS7F77H1315661
2018	Ford cargo van	Transit connect	NM0LS7F77J1352795
2007	Chevrolet Van	Express	1GAHG39U871184414
2014	GMC, crew van	SAVANA	1GJZ71FG4E1117944
2014	GMC Van	Savanna, StabilTrak	1GJZ7ZFG9E1190693
2012	GMC, 1 Ton, Dually, Flat Deck, 4 Door	3500HD	1GD423CG7CF215166
2016	Ford 25 passenger crew bus	F450	1FD4E4FS3GDC29542
2005	JLG towable manlift	T350	30000137
2006	Peterbilt boom truck	3355	2NPLLZ0X86M646008
2005	Peterbilt, single axle, service truck, diesel	Van	2NPNHD6X35M846779
2016	Ford Fuel Truck, 4X4	F550	1FDUF5HY9GEA05620
2017	Ford fuel truck	F550	1FDOW5HY8HEB12612
2012	Kenworth lube truck	T800	1NKDX4TX0CR953836
2014	Peterbilt mechanics truck	reg cab	2NP2HJ8X0EM218810
2003	Kenworth winch tractor	T800	1XKDDBOX83R967233
2007	Peterbilt tri-drive winch tractor	378	1NPF80X97D738566
2012	Kenworth tri-drive winch tractor	T800	954148
2014	GMC Pickup, All Terrain, 4 Door, 4x4	All Terrain	3GTU2UEC9EG280784
2015	Chevrolet Silverado Quad Cab Pick Up	4x4	1GCUKNECXJF174428
2015	CHEVROLET, 2500 HD	4X4 CREW CAB	1GC1KVEG8FF666384

2011	Chevrolet 2500 pick up	4x4 crew cab	1GC1KXCG7BF235544
2015	GMC 2500 pick up	4x4 crew cab	1GT12YEG0FF175700
2015	GMC Quad Cab Pick Up Truck	Z71, 4x4 4X4 CREW	1GT12YEG3FF178834
2015	GMC, 2500 HD, Z71	CAB	1GT12YEG8FF526787
2007	Dodge Ram 3500, 4 Door, Flat Deck, Gas	3500 4X4 CREW	3D6WH48D27G804656
2011	GMC, 3500 HD, Diesel, Flat Deck with tidy tank	CAB	1GD423CLXBF232362
2011	GMC 3500 flat deck dually	4X4 CREW CAB	1GD423CL5BF232687
2012	GMC 3500 flat deck dually	4x4 crew cab	1GD423CG7CF215166
2015	GMC flat deck w/ 2 tidy tanks	4x4 crew cab	1GD322CG1FF142614
2015	Chevrolet 3500 flat deck truck	4X4 CREW CAB	1GB4KZCGXFF108029
2015	Chevrolet flat deck	4x4 crew cab	1GB4KYCG3FF638322
2015	Chevrolet 3500, HD, 4 Door, Flat Deck, Tidy Tank	3500HD	1GB4KYCG8FF635206
2015	Chevrolet flat deck	4x4 crew cab	1GB4KYCG3FF636991
2015	Chevrolet flat deck	4x4 crew cab	1GB4KYCG3FF634433
2012	Dodge mechanics truck 4x4	5500	3C7WDNBLXCG288485
2013	Dodge mechanics truck 4x4	5500	3cC7WRNBL2DG53807 6
2002	Royal 16' tandem cargo trailer		2S9EL336223010496
2005	Trailtech 20' HB tandem trailer		2CU33AL9652018190
2007	Trailtech 25' FW HB tandem trailer	H-270	2CU53ALA972022465
2014	Royal Cargo Equipment Trailer		2S9PK431XE3030831
2013	Aspen 4 wheel booster	TD10-1	2A9TD1012DN125282
1975	Fruehauf custom highboy wash ramp		
1985	Arnies tandem end dump		2A9072920FA003820
2002	Aspen 8 wheel jeep		2A9JT40272N125117
2003	Aspen 16 wheel jeep		2A9JT454X3N125205
2003	Aspen 16 wheel low boy trailer		2A9LB75453N125206
2007	Aspen 8 wheel tandem jeep	JT40-2	2a9jt40288n125121
2007	Aspen 8 wheel tandem booster	TD20-2	2A9TD20298N125123
1989	Trailmobile tandem axle dry van		2TCV482B0JA497875
1989	Trailmobile tandem axle dry van		2TCV482B0JA497875
1986	Advance aluminum water tanker		2AEAPKAC5HR000104
2002	Aspen 50 ton scissor Lowboy trailer		2A9LB50342N125148
2007	Arnies highboy trailer		2A9LB603X8N125122
2007	Aspen lowboy trailer	HG60-3	2A9LB603X8N125122

1999	Ford Tandem Axle Water Truck, Diesel	F900	1FDYL90A1KVA56246
2011	Kenworth steam truck	T370	2NKHLN9X2BM946631
2013	CAT Water Truck, Tandem Axle	CT660SBA	
	John Deer Loader Bucket - 4 Yard	6X4	1HTJGTK0DJ197358
	Smooth Edge Bucket - LT0542	CT660	1967972
		CT660	65SSFP042468
1980	Shipping container tool crib		AOT-035672
0	Shipping container tool crib	CONTAINER	62944
	20' Container on skids		2348266
0	20' Shipping container		HYJ091-201684
0	20' Shipping container		260326-9
1996	20' Shipping container		DJ94-00267
0	20' Shipping container		295056-6
2006	20' Shipping container		
2007	20' Sea Can - Storage	CONTAINER	113406-5
2007	20' Container on skids, including GPS Unit (Airiels)		
0	20' Shipping container		OMBU2811572
0	20' Shipping container		STTU210279-9
0	20' Shipping container		873095-0
0	20' Shipping container		CISU113537-5
0	20' Shipping container		236691-3
0	20' Shipping container		202369-1
2008	20' Shipping container		3450132
0	20' Shipping container		SNBU2145527
2014	20' Shipping container		KKTU729678-8
2014	20' Shipping container		QP4208113
2014	20' Shipping container		FSCU7507758
1997	20' Shipping container		CPSU-101474
0	20' Shipping container		212578-1
1996	40' Shipping container		FK6235
0	40' Shipping container		GH-9927429
0	40' Shipping container		5053984
0	40' Shipping container		04-130-5440
0	40' Shipping container		CIMC-10513235
2007	Arcticor 12'x60' field office		71260021
2010	Whisperwatt generator 25kva/ 14.4 kw	DCA-	
0	Magnum 15kw generator	25US12	8103208
0	Magnum 15kw generator	15Kw	1104326
0	Magnum 15kw generator	15Kw	1104325
0	Wacker 16Kw generator	G25 16Kw	5813059
0	Wacker 16Kw generator	G25 16Kw	5833728
	Shindaiwa Generator, 45KVA	45KVA	71041-0000346
2007	Terex Generator	T120	GOG24962
2014	Wacker 8k-v light tower	LTW 8K-V	5XFL0513EN003669

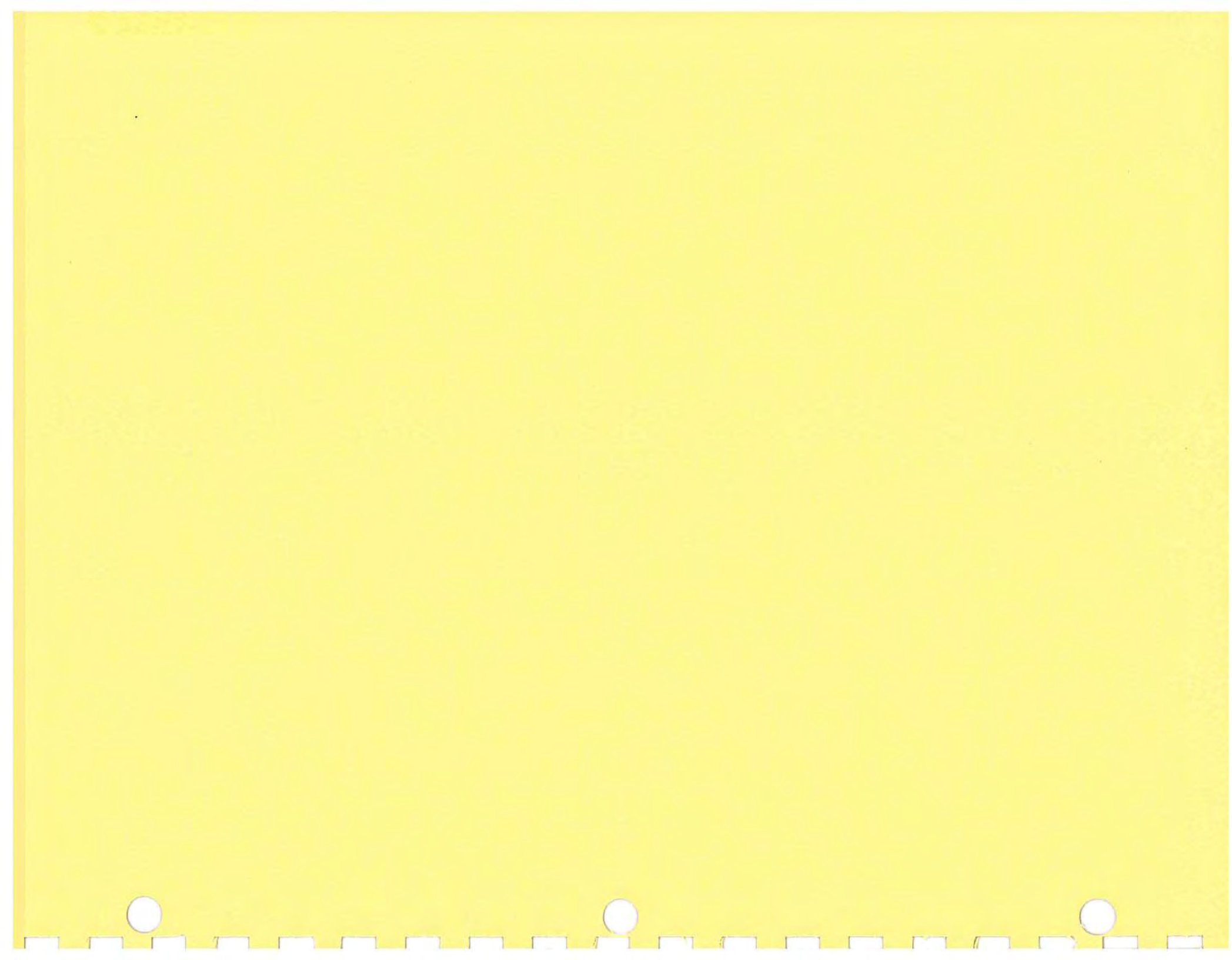
2014	Wacker 8k-v light tower	LTW 8K-V	5XFLW0510EN003824
2014	Wacker 8k-v light tower	LTW 8K-V	5XFLW0514EN003826
2014	Wacker 8k-v light tower	LTW 8K-V	5XFLW0516EN003827
2014	Wacker 8k-v light tower	LTW 8K-V	5XFLW0510EN003984
2014	Wacker 8k-v light tower	LTW 8K-V	5XFLW0519EN003823
2014	Wacker 8k-v light tower	LTW 8K-V	5XFLW0511EN003671
2006	Terex 20KW light tower	20 KW	GUF25604
2006	Terex 20KW light tower	20 KW	GUF25605
2006	Terex Mobile Lighting Unit	AL5200D-4MF	GUF-25653
2006	Terex 20KW light tower	20 KW	
2007	Terex Mobile Lighting Unit	20 KW	GUF2561
2007	Terex Mobile Lighting Unit	AL5200-4MH	GUF25931
2007	Terex Mobile Lighting Unit	20 KW	GUF25932
2006	Terex 20KW light tower	20 kw	
2006	Terex 20KW light tower	20 KW	GUF25658
2006	Terex 20KW light tower	20 KW	
	HP PC, monitor and keyboard		
2007	Earth Ripper Attachment for Voice EX 300	20 KW	GUF25658 formerly VPP58
	Caterpillar skid steer auger	A19B	SMR08520
	John Deere skid steer broom	72" broom	T0BR72X800163
	Skid Steer Loader Bucket		H674862
2005	Small Black Bucket		23707
	Hydraulic clamp and fork attachment - LT0542		540663
	EFI pipe & pole grapple	962K	W40SGP0952-120
	Finning Forks with Clamp Attachment for Loader		
2016	EFI Clamp Attachment with Forks	WL40S	W40SGP0977-120
2013	Caterpillar jib boom loader attachment	IT62H	ZSF00174
2007	Volvo jib boom loader attachment	L110E	3309S1150
2008	250 series lifting attachment	12 TON	W00801947
	300 series lifting attachment	15 TON	E48087
2008	450 series lifting attachment	25 TON	W0081945
	450 series lifting attachment	25 TON	W01301606
2017	KAGE skid steer angle blade w/snow box	SB96/ SK2011	(BLD)40054582 (BOX)1241
	Allied 50 series hoe pac	500	6307
2014	Allied Tamper Attachment, and related cradle	4000	103
	200 series excavator ripper attachment	ripper	
	200 series excavator ripper attachment	ripper	
2005	Brandt 200 excavator ripper attachment	48" ripper	5003031
2008	Weldco-beales 200 series excav attach	ripper	3W11381-1
2008	Weldco-beales 250 series excav attach	56" ripper	3W12024-1
	Voice built 300 series excavator attach	ripper	E297814

1997	Wajax 450 series excavator attachment	ripper	
2006	Weldco-beales 450 series excav attach	ripper	3-100155-5
2007	WBM - Earth Ripper Attachment		3W13827-1
2008	CWS 700 series excavator attachment	66" ripper	E69931
	Brandt 850 series excavator attachment	ripper	A520415
	Brandt 850 series excavator attachment	ripper	A522732
2009	John Deere skid steer trencher attach	48"x8"	S0110050
	Weldco-beales 100 series excav bucket	54" clean up	3-39976-2
	Voice built 200 series 8" ditching bucket	3ft to 2 ft bottom	
	Voice built 200 series bucket w/ drain holes	48" clean up	
2000	Weldco-beales 200 series bucket	60" clean up	3-32391-1
1999	Weldco-beales 200 series excavator bucket	60" clean up	
	Voice built 200 series 8" ditching bucket	97" ditching bucket	
	Weldco-beales 200 series excavator bucket	60" clean up	
	Weldco-beales 200 series excavator bucket	60" clean up	W2B04550
2007	Weldco-beales 250 series excav bucket	66" clean up	001335-9
2000	EX300 Bucket		4244
2001	Weldco-beales 300 series excav bucket	72" clean up	3-64604-2
2006	Bucket		3-90963-1
	Bucket		
1998	Voice built 450 series excav bucket	98" ditching bucket	
	Weldco-beales 450 series excav bucket	84" clean up	87-7004-2
	Bucket		
2008	CWS 450 series excavator bucket	72" clean up	E70771-3
	Caterpillar 450 series excavator bucket	118" clean up	MFG-8131
2007	Weldco-beales 450 series excav bucket	84" clean up	3W11765-3
2007	Bucket		3-100356-1
2011	Voice built 450 series excav bucket	120" ditching bucket	
2011	Bucket		506501

2011	Caterpillar 450 series excavator bucket	84" clean up	W2B03904
2014	Bucket		W2B06603
2014	Brandt 450 series excavator bucket	84" clean up	518984
	Caterpillar 450 series excavator bucket	84" clean up	W2B05365
2008	CWS 850 series excavator bucket	96" clean up	E70759-3
	Weldco-beales 900 series excavator bucket	120" clean up	4W16310
2001	Weldco-beales 50 series excavator bucket	32" dig	3-34179-1
2003	Weldco-beales 50 series excavator bucket	12" dig	3-60274-4
2012	EFI 50 series excavator bucket	18" dig	045D0971-18
2001	Weldco-beales 100 series excav bucket	24" dig	3-61941-1
	Weldco-beales 100 series excav bucket	30" dig	3-78582-1
	Weldco-beales 100 series excav bucket	24" dig	
	Wajax 200 series excavator bucket	42" dig	
	Weldco-beales 200 series excavator bucket	36" dig	3-64362-2
2006	Weldco-beales 200 series excavator bucket	24" dig	3-93780-1
	Weldco-beales 200 series excavator bucket	24" dig	3-92722-1
	Weldco-beales 200 series excavator bucket	30" dig	
	Weldco-beales 200 series excavator bucket	36" dig	
2007	Brandt 200 series excavator bucket	24" dig	500877
	Weldco-beales 200 series excavator bucket	42" dig	001737-1
	Bucket		
	Weldco-beales 200 series excavator bucket	36" dig	W2B04314
	CWS 200 series bucket	36" dig	W01200788
	FMS 200 series excavator bucket	12" dig	EDW200-12
2015	Bucket		BCEV1083
2017	Weldco-beales 200 series excavator bucket	36" dig	4W24317-5
2007	Weldco-beales 250 series excavator bucket	48" dig	2-96389-1
2007	Weldco-beales 250 series excavator bucket	36" dig	3-104803-1
2000	Caterpillar 300 series excavator bucket	36" dig	42K-57956
2002	Weldco-beales 300 series excav bucket	48" dig	3-30703-01
2000	Wajax 300 series excavator bucket	48" dig	3777
2011	Weldco-beales 300 series excav bucket	36" dig	1W19075-2
	Weldco-beales 300 series excav bucket	48" dig	3-39986-1
2014	Conical v 300 series excavator ditching bucket	v ditching	
	Caterpillar 300 series excavator bucket	48" dig	W2B06298
	Bucket		507002
	Caterpillar 300 series excavator bucket	48" dig	W2B04640
	Wajax 450 series excavator bucket	54" dig	A1795
	Weldco-beales 450 series excavator bucket	54" dig	3-89092-1
2008	CWS 450 series excavator bucket	48" DIG	E70771-2

2008	CWS 450 series excavator bucket	48" DIG	E70770-2
2008	Weldco-beales 450 series excavator bucket	48" dig	3-100567-2
2006	Weldco-beales 450 series excavator bucket	54" dig	2-67894
2011	Brandt 450 series excavator bucket	54" dig	505876
2011	CAT Excavator Bucket		W2B03840
2014	Conical V 450 series excavator ditching bucket	3.5 CYD	
2014	Conical V 450 series excavator ditching bucket	v ditching	
2014	Brandt 450 series excavator bucket	54" dig	520328
2014	Caterpillar 450 series excavator bucket	54" dig	W2B04477
	Caterpillar 450 series excavator bucket	54" dig	W2B04435
1998	Wajax 700 series excavator bucket	66" dig	A2331
	Voice built 700 series excavator bucket	72" dig	
2008	CWS 850 series excavator bucket	66" dig	E70759-2
2010	CWS 850 series excavator bucket	66" dig	W010000118
	850 series excavator bucket	70" dig	504856
2002	Weldco-beales 50 series excavator bucket	42" twist	3-65687-1
	Weldco-beales 50 series excavator bucket	48" twist	3-34180-1
2001	Weldco-beales 50 series excavator bucket	42" twist	
	EFI 50 series excavator bucket	42" twist	05SBW0040-42
	Weldco-beales 100 series excav bucket	54" twist	3-61769-1
2006	Weldco-beales 200 series excavator bucket	66" twist	3-93781-1
	Bucket Excavator, Hydraulic Swing Arm		3-30807-1
2001	Weldco-beales 200 series excavator bucket	66" twist	3-62072-1
	Weldco-beales 200 series excavator bucket	60" twist	3-1-3374-1
	Weldco-beales 200 series excavator bucket	60" twist	3-104779-1
2015	Weldco-beales 200 series bucket	66" TWIST	3W61471-1
2017	Weldco-beales 200 series excavator bucket	66" twist	4W23474-1
2007	Weldco-beales 250 series excavator bucket	66" twist	3W12366-1
	Weldco-beales 250 series excavator bucket	66" twist	1-31626-1
2011	Weldco-beales 300 series excav bucket	72" twist	3W33391-1
	Weldco-beales 300 series excav bucket	84" twist	3W31962-1
	Brandt 300 series excavator bucket	84" twist	50 987 5
	Bucket Excavator, Hydraulic Swing Arm		3-31185-1
1994	Weldco-beales 450 series excavator bucket	96" twist	3-15330-1
2007	Weldco-beales 450 series excavator bucket	84" twist	3W12452-1
2007	Bucket Excavator, Hydraulic Swing Arm		3W13040-1
2007	Weldco-beales 450 series excavator bucket	72" twist	3W10732-1
2008	Weldco-beales 450 series excavator bucket	84" twist	3W14262-1
2008	Weldco-beales 450 series excavator bucket	84" twist	3W13041-1
2006	Weldco-beales 450 series excavator bucket	84" twist	3-92896-1
2007	Weldco-beales 450 series excavator bucket	84" twist	3-100577-1
2010	Weldco-beales 450 series excavator bucket	84" twist	3-95959-1
2014	Weldco-beales 450 series excavator bucket	84" twist	1W36442
	Weldco-beales 700 series excavator bucket	102" twist	3-26563-1

2008	Weldco-beales 850 series excavator bucket	96" twist	3W19148-1
2008	CAT Loader Bucket		3W19148-1
1997	84" excavator twist bucket	84" twist	3-29147-1
2007	Brandt 200 series excavator bucket	24" dig	5000-80-5
2004	Weldco-beales 300 series excav brush rake	brush rake	3-75892-2
2000	Wajax 450 series excavator bucket	84" clean up	4108
2000	Weldco-beales 450 series excavator chuck blade	54"x 83"	E41067
2007	Weldco-beales 450 series excavator bucket	48" dig 130" clean up	3W11340-1
	Voice built 850 series excavator bucket	up	
	Kirchner skid steer 2-way blade	72" blade	
	Landa Cleaning Systems - Mobile Steam Cleaner Trailer, mounted on George White Trailer	LP400	771130
2006	1000 gallon fuel w/ skid		H-101562
2007	55000L fuel tank w/ skid	T55	400974
2008	Transtank 20' Diesel refueling tank on skids	T20	401020
2008	55000L fuel tank w/ skid	T55	U400971
2008	10000L Fuel tank w/ skid	T10	72514
2011	Voice made 20' lube container w/ skid		345027
2017	NPK Construction Equipment Inc., Orange Claw	N38	MRN51959
2017	Black steel box for attachment	M38	MRN51359
2017	Claw Attachment Scrap Bin	M38	MRN51359
2007	56'X 100' portable shop/ tent Transtank 4,000 litre used oil tank Blue 40' Sea Can "NYK" Blue Giant Forklift Utility 40' Trailer Great Dane 53' Trailer box (no wheels) 20' Sea Can - Office 80' x 80' Coverall Shop with 40 foot office trailer inside Axom Equipment - Frost Fighter Heater Westeel Road-Vault - Portable Fuel Tank	LT120W20	9330096
			1201775135
2018	Chevrolet Silverado 1500		3GCUKNEC5JG133569
2018	Chevrolet Silverado 1500		1GCUKNEC4JF159081
2018	Chevrolet Silverado 1500		1GCUKRECXJF172764



**APPENDIX C – JIM PEPLINSKI LEASING
OPINION**

With respect to the preceding, we wish to make the following comments:

1. The Equipment constitutes serial number goods as well as mobile goods under the *PPSA*.
2. Peplinski has advised they are owed \$236.25 with respect to their lease of the Equipment. The Guaranteed Residual Value of the Equipment under the lease is listed at \$195.00 (plus GST). Unless Peplinski can provide support for the amount in excess of \$204.75, we recommend limiting the value of the Securities to \$204.75.

Assumptions

In the provision of this opinion, we have relied upon the aforementioned documents and have made the following assumptions:

1. Any photocopies of the Securities are true copies of the originals of which they purport to be;
2. We have assumed that, except as noted herein:
 - (a) Each of the Securities have been duly authorized, executed and delivered by authorized signing authorities for the parties thereto; and
 - (b) The Debtors have the necessary capacity to execute, deliver, observe and perform the obligations under the Securities to which each is a party and to do all such acts and things as are required under the Securities to which each is a party to be done, observed and performed by it, in accordance with the provisions thereof.
3. That we are in possession of all relevant agreements and none of the Securities have been amended except as provided in the Securities;
4. That the Debtors, Peplinski or any of them have not waived any rights or remedies under the Securities or have otherwise become disentitled from relying on such rights and remedies;
5. That Peplinski gave adequate consideration to the Debtors to support the granting of the Securities;
6. That there does not exist any Unanimous Shareholders Agreement or any By-Laws that may affect the Securities;
7. That all of the Equipment has been accurately and fully described, and in particular, the serial numbers of any serial number goods (as that term is defined in the *Alberta Personal Property Security Act, RSA 2000, c P-7* (the "*PPSA*"), have been accurately described in the Securities;
8. That the Debtors are the legal and beneficial owners of the collateral set out in the Securities or had sufficient rights in the collateral described in the Securities to satisfy the provisions of the applicable the *PPSA*;



9. That none of the collateral set out in the Securities are “fixtures” as that term is defined in the applicable *PPSA*; and
10. That all particulars of registration provided and endorsed on the Securities are indicative of the actual particulars of registration.

Limitations

In addition, our opinion is limited to the following extent:

1. We have not examined the circumstances under which the Securities were granted to Peplinski and therefore, we are not in a position to, and render no opinion, in relation to whether or not the granting of the Securities is either a fraudulent preference under the fraudulent preference legislation or a reviewable transaction pursuant to the provisions of the *Bankruptcy and Insolvency Act*. If you have any information which would suggest that the transactions fall within the provisions of this legislation, we would be happy to review the material and render a subsequent opinion to you.
2. This opinion was prepared for and is for the benefit of Alvarez & Marsal Canada Inc. only and is limited to the validity and enforceability of the Securities. It does not opine on the priority of the Securities *vis-à-vis* other security interests.
3. This opinion is limited to the laws of the Province of Alberta and the Dominion of Canada and such further laws as we deem relevant and takes into account the laws that exist as at the date of the giving of this opinion.
4. We have assumed that the enforceability of any of the Securities and the rights and remedies set out therein or any judgment arising out of or in connection therewith are subject to applicable bankruptcy, insolvency, winding-up, reorganization, arrangement, moratorium and other similar laws affecting creditors and creditors' rights generally.
5. The enforceability of any of the Securities is subject to general equitable principles in the Province of Alberta, including that to the effect that the availability of equitable or extraordinary remedies, such as specific performance and injunctive relief, is subject to the discretion of a competent court before which any such proceedings maybe brought and may not be available as a remedy in any proceedings brought to enforce the rights of a creditor.



Should you have any questions or concerns with respect to the preceding, please do not hesitate to contact our office.

Yours truly,

MILLER THOMSON LLP

Per: 

Stephanie A. Wanke
Partner
SAW/



Schedule "A" – Securities

1. Corporate Master Vehicle Lease Agreement dated December 22, 2014.
2. Lease Summary of 2011 Ford F550 XLT 21 Passenger Bus (s/n 1FDGF5GT1BEA39000) dated January 5, 2015.





E 701206

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CORPORATE
MASTER VEHICLE LEASE AGREEMENT

This Master Vehicle Lease Agreement ("Agreement") is made as of the 22nd day of December, 2014, between Jim Peplinski Leasing Inc. (the "Lessor") and VOICE CONSTRUCTION OPCO ULC, and those parties who have executed this Agreement on the last page (collectively the "Lessee").

LESSEE NAME: VOICE CONSTRUCTION OPCO ULC
LESSEE BUSINESS ADDRESS: 7545-52 Street, Edmonton AB T6B 2G2
CO-LESSEE NAME:
CO-LESSEE BUSINESS ADDRESS:
CO-LESSEE NAME:
CO-LESSEE BUSINESS ADDRESS:

- 1. LEASE OF VEHICLES. Lessor hereby leases to the Lessee and the Lessee leases from the Lessor such automobiles, trucks, truck tractors, truck trailers, truck chassis, trailers and other equipment (the "Leased Vehicle(s)") as agreed upon from time to time and delivered to the Lessee by the Lessor pursuant to the terms of this Agreement. All Vehicles leased hereunder, shall at all times remain the property of and shall be registered in the name of the Lessor. Each Leased Vehicle shall be described on a separate Offer to Lease and/or Lease Summary as the case may be forming part of this Agreement and shall be subject to the terms and conditions of this Agreement. By executing this Agreement and the relevant Offer to Lease, Lessee authorizes Lessor to acquire from a seller, order and deliver the vehicle described and acknowledges that the Vehicle will become a Leased Vehicle subject to this Agreement. Both parties agree that no further documentation is required to affect the lease of such Vehicle by the Lessor to the Lessee. The Lessee authorizes the Lessor to register this Agreement under the PPSA or its equivalent registry in the province of Quebec.
2. LEASE TERM. The lease term of each Leased Vehicle shall commence on the first day of the month after the date of delivery of the Leased Vehicle(s), and shall continue for the number of months indicated on the Offer to Lease for the Leased Vehicle(s) or until surrender and final settlement is made pursuant to Sections 9 & 10 of this Agreement (the "Term"). In the event that the Leased Vehicle(s) is not returned at the end of the Term, the Lessee shall be deemed to have elected to renew the Agreement for such Leased Vehicle(s) on a month-to-month basis (each month is hereinafter referred to as a "Renewal Period") unless notice of termination is provided by Lessee. Upon termination of a Renewal Period, Lessee shall surrender the Leased Vehicle(s) as provided in Section 9 of this Agreement. Lessee's obligation to pay Rent during the Term shall not be abated for any reason, including, but not limited to, withdrawal from service, except destruction or replacement of a Leased Vehicle(s).
3. OPERATION OF LEASED VEHICLE(S). The Lessee shall use and operate, and permit use and operation of the Leased Vehicle(s) only in a careful manner for the purposes for which the Leased Vehicle(s) are designed and recommended, with due attention to proper maintenance, repair, cleaning and storage, and in compliance with (a) all requirements of any governmental authority, including without limitation, such requirements as pertain to the registration, leasing, insurance, use and operation of the Leased Vehicle(s), and the age and licensing of drivers, and (b) all conditions of the policies of insurance of the Leased Vehicle(s). The Lessee shall not permit the Leased Vehicle(s) to be used for illegal purposes or activities, nor for the transportation for hire of passengers, unless expressly agreed to in writing by the Lessor, and the Lessee covenants and agrees that the Leased Vehicle(s) will be used within Canada, and only by licensed drivers, who are authorized, employed or controlled by the Lessee. The Leased Vehicle(s) are not primarily intended for personal, family, household or farming purposes.
4. SUBLEASE of Leased Vehicle(s) by Lessee without the written consent of the Lessor is not permitted.
5. DELIVERY OF LEASED VEHICLES. The Lessor shall be responsible for obtaining and causing to be delivered to the Lessee or representatives designated by the Lessee the Leased Vehicle(s) at such place as may be mutually agreed upon. The Lessor shall not be liable to the Lessee in the event of the inability of the Lessor to obtain the Leased Vehicle(s) or of a delayed delivery of the Leased Vehicle(s), provided Lessor exercises reasonable diligence in this regard. Acceptance of delivery of a Vehicle by the Lessee or their representative shall constitute the Lessee's acknowledgement that the Vehicle is of the make and model and is equipped as selected

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CORPORATE MASTER VEHICLE LEASE AGREEMENT

by the Lessee. Lessor makes no representation or warranty, expressed or implied, with respect to fitness for purpose, merchantability or condition of the Leased Vehicle(s); however, the Lessor will assign or otherwise make available to the Lessee all of the Lessor's rights, if any and if permitted, under the manufacturer's warranty on the Leased Vehicle(s).

6. RENT. The monthly rental for each Leased Vehicle shall be calculated as set out in the applicable Offer to Lease (the "Rent").
7. PAYMENT OF RENT. The Lessee agrees to pay the Lessor, on the first of each month in advance, the Rent for the Leased Vehicle(s) during the Term, which rent shall include additional rent (the "Additional Rent"), if any, without any abatement, set-off or counterclaim arising out of any circumstances whatsoever. Unless otherwise agreed by the parties, the Lessor shall render to the Lessee monthly, a single invoice showing the Rent and any Additional Rent, if any, payable in respect of the Leased Vehicle(s), and the Lessee shall pay the amount by the due date of such invoice. All amounts shall be payable in Canadian funds as directed by the Lessor. The Lessor may charge, and the Lessee shall pay, interest on overdue outstanding balances at the rate of 2% per month (24% per annum).
8. EXPENSES. The Lessee shall pay all costs, expenses, fees and charges incurred in connection with the titling, registration, licensing, possession, use and operation of Leased Vehicles during the lease terms thereof, including but not limited to gasoline, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines, penalties, registration, license fees and plates, and all taxes whatsoever by whomsoever payable on or relating to the Leased Vehicle(s) and the purchase, sale, rental, possession, use or operation thereof, except any liability of the Lessor for Federal or Provincial income taxes arising out of receipt of rents payable hereunder. The Lessee shall reimburse the Lessor upon demand, as Additional Rent, the amounts or amount of any such costs, fines, penalties, expenses, fees, charges, and taxes paid by the Lessor.
9. EARLY TERMINATION. Subject to the terms set out in Section 10, at any time after the first 12 months of the Term of this Agreement, the Lessee may elect by prior written notice to the Lessor, given no later than the day before the end of the month prior to the month in which the Lessee wishes to terminate this Agreement, to surrender the Leased Vehicle(s) at such place as designated by the Lessor which methods of sale the Lessee recognizes as being commercially reasonable. As soon as practical after the surrender of the Leased Vehicle(s) or wreckage, if damaged beyond repair, the Lessor shall cause the Leased Vehicle(s) or wreckage to be sold wholesale, at public or private sale, at the option of the Lessor. Notwithstanding the foregoing, the Term will continue and the Leased Vehicle(s) shall remain subject to this Agreement until proceeds of sale are received by the Lessor. Reasonable selling and/or interest expenses incurred in connection with the sale, if any, may be deducted from the sale proceeds. The amount of the sale proceeds less the aforementioned selling expenses and/or interest shall be termed the "Net Proceeds of Sale". The Lessor may, with the consent of the Lessee, retain the Vehicle, in which event, the Net Proceeds of Sale shall be determined by the Lessor in its sole discretion.
10. FINAL SETTLEMENT. The Lessee and the Lessor shall make final settlement of the obligations under this Agreement upon the following terms:
 - 10.1. PRIOR TO EXPIRATION OF LEASE TERM. Upon receipt by the Lessor of the Net Proceeds of Sale of the Vehicle or wreckage as provided in Section 9, or upon receipt of notice from the Lessee of the loss of the Leased Vehicle(s), the Lessee shall pay the Early Termination Payout (as defined below) of the Leased Vehicle(s) to the Lessor. Provided that no default of this Agreement has occurred, the Lessor shall promptly refund to the Lessee the positive difference, if any, of the Early Termination Payout less the Net Proceeds of Sale. If the Net Proceeds of Sale are less than the Early Termination Payout the Lessee shall promptly pay the deficiency to the Lessor without abatement, set off or counterclaim arising out of any circumstances whatsoever. The Early Termination Payout of the Leased Vehicle(s) shall equal:
 - the balance of Rent remaining until the end of the Term; plus
 - the Guaranteed Residual Value (as set out in the Agreement).
 - 10.2. UPON EXPIRATION OF LEASE TERM. The Lessee shall return the Leased Vehicle(s) to the Lessor at such place and time as advised by the Lessor. The Lessee shall make final settlement with the Lessor by paying to the Lessor:
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10.2.1. the Guaranteed Residual Value of the Leased Vehicle(s) (as set out in the Agreement). The Lessee's guarantee of the residual value may be satisfied in either of the following ways:

- 10.2.1.1. The Lessee paying to the Lessor the deficiency between the Guaranteed Residual Value and the amount the Lessor receives on the sale of the Vehicle on the basis of a public or private sale, at wholesale after deducting any reasonable selling expenses if such is required so as to allow or effect the sale of the Vehicle ("Net Proceeds of Sale"), or
- 10.2.1.2. The Lessee purchasing the Leased Vehicle(s) from the Lessor for the Guaranteed Residual Value, provided that the Lessee advises the Lessee of its intent to do so, in writing, at least 30 days' prior to the end of the Term. In addition, the Lessee shall pay to the Lessor the amount of all applicable taxes at the time of sale and the cost of any work required to be done by the Lessor pursuant to provincial safety standards inspection where required so as to allow or effect the sale of the Vehicle to the Lessee.

A selling fee will be payable to the Lessor on all Vehicle sale transactions.

- 11. LOSS OR DAMAGE OF LEASED VEHICLES. All risks of loss or damage to the Leased Vehicle(s) from whatever cause during the Term are hereby assumed by the Lessee, notwithstanding any surrender pursuant to Section 9 or otherwise. In the event that the Leased Vehicle(s) is lost or damaged beyond repair, the Lessee shall advise the Lessor in writing and shall hold the wreckage, if any, available for disposal. The Lessor shall then sell or dispose of the Leased Vehicle(s) as soon as practicable in accordance with Section 9. Final settlement in relation to any Leased Vehicle lost, damaged or damaged beyond repair shall be made as provided in Section 10.
- 12. INSURANCE. The Lessee shall at all times during the lease term of each and every Leased Vehicle, keep insured such Leased Vehicle and all who drive it against (a) liability for injury to, or death of, persons and damage to, or destruction of, property in the minimum amount of \$1,000,000, inclusive in respect to any one accident, and (b) liability resulting from the use by the Lessee of the Leased Vehicle to transport hazardous materials, in the minimum amount of \$1,000,000 in respect of any one accident. The Lessee shall furnish the Lessor with insurance certificates or other satisfactory written evidence of insurance acceptable to the Lessor which shall name the Lessor as additional insured and loss payee, in respect to any loss, collision and specified perils (including transportation of hazardous materials) insurance payable to the Lessor and such insurance certificates or written evidence of insurance shall also contain an endorsement by the insurer to the effect that no changes in the insurance coverage nor cancellation, termination, expiration or lapsing thereof will be made or take place without at least 60 days' prior written notice thereof to the Lessor, provided, however, that the Lessor shall be under no duty to examine such certificates or evidence nor to advise the Lessee in case such insurance is not in compliance with this Agreement. The entire cost of all such insurance shall be borne by the Lessee. The Lessor shall not be required to order Leased Vehicle for the Lessee's use until satisfactory proof of insurance coverage has been delivered to the Lessor.
- 13. INDEMNITY. Notwithstanding any provision of this Agreement or any insurance provided pursuant to Section 12, the Lessee shall indemnify and save harmless the Lessor against any and all losses, claims, liabilities, fines, costs or expenses of whatever kind or nature including legal fees on a substantial indemnity basis, pertaining to or relating in any respect to the Leased Vehicle(s), removal or the sale thereof or any breach of covenant or obligation of the Lessee under this Agreement, except that part of any claim, liability, cost or expense which is reimbursed to or paid on behalf of the Lessor by the insurer under policies obtained in accordance with Section 12. This indemnity shall survive the termination of this Agreement.
- 14. DEFAULT. If the Lessee defaults in the payment of Rent or other amount payable under this Agreement, or in the performance of any of the Lessee's obligations in this Agreement, or becomes bankrupt or insolvent, is wound up or dissolved, or upon any lien being exercised upon the Vehicle, or if the insurance required under this Agreement is cancelled in whole or part and not immediately replaced, or if the Vehicle is confiscated, forfeited or seized by any governmental authority, or if any Vehicle is about to be exported or removed from Canada or is exported or removed from Canada, or if any of the Vehicle is destroyed, declared a total loss or stolen or if the Lessor determines that the Lessee has given false or misleading information, or if the Lessee owes money to the Lessor for parts, repairs or service to the Vehicle and such sums are outstanding for more than 7 days, or if the Lessor, in its absolute discretion on commercially reasonable grounds, decides it is insecure under this Agreement or decides that the Vehicle is exposed to damage

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or danger (each a "Default"), then the Lessor may declare the Lessee in default of this Agreement and all rights of the Lessee under this Agreement shall immediately terminate and the Lessee shall immediately deliver the Vehicle and its registration to the Lessor. The Lessor's declaration of Default may take the form of written notice or any statement or invoice.

15. **REMEDIES.** Upon any Default, the Lessor shall have the right to take immediate possession of the Vehicle. Subject to the applicable law, the Lessor may at any time without notice take possession of the Vehicle without process of law, and the Lessee hereby authorizes and empowers the Lessor or its agents to enter any place where the Vehicle is located, for the purpose of taking possession of the Vehicle. In addition, the Lessee shall pay to the Lessor on demand an amount equal to all expenses, including legal fees on a substantial indemnity basis, and all reasonable costs and charges including transportation and storage charges, and the costs of repairing and restoring the Vehicle to the condition required by Section 9. The Lessor shall be entitled to recover from the Lessee as a genuine pre-estimate of liquidated damages and not as a penalty, all unpaid Monthly Lease Payments and all Additional Payments and other amounts (if any) due and unpaid, together with all costs and expenses (including legal fees and disbursements on a substantial indemnity basis) incurred by the Lessor in the enforcement of its rights and remedies under this or any other provision of this Agreement.
16. **ASSIGNMENT OF LEASE.** The Lessor may, from time to time, assign all or any part of its right, title or interest in this Agreement without the prior consent of the Lessee, and all right, title and interest of the Lessor in this Agreement shall enure to the benefit of the Lessor's assignee and its successors. Notwithstanding any assignment of the Lessor's right, title and interest in this Agreement, the Lessee shall make all payments for Rent and other sums due to the Lessor until otherwise notified in writing. This Agreement may not be assigned by the Lessee nor may any interest herein be transferred in any way by the Lessee to any other person or entity without Lessor's prior written consent. If Lessor consents to an Assignment, the Lessee shall remain jointly and severally (solidarily in Quebec) liable for all of the obligations of the Lease with assignee(s).
17. **NOTIFICATION OF CLAIMS.** If any claim is made or legal action commenced for damages for death, personal injury or property damage relating to the maintenance, use or operation of the Leased Vehicle(s), the Lessee shall promptly notify Lessor and shall forward to Lessor a copy of every demand, notice, summons and other document or communication received in connection therewith. Lessor shall notify the Lessee in writing as soon as practicable of any claim, demand or legal action which is or may be covered by the Lessee's indemnity as aforesaid.
18. **LEASED VEHICLES NOT TO BE PLEDGED AS SECURITY.** The Lessee covenants that it will not encumber, convert, abandon, destroy, pledge, conceal, assign, lend, place in jeopardy of confiscation, or in any other manner deal with the Leased Vehicle(s) that could defeat, prejudice or impair Lessor's title thereto.
19. **REGISTRATION OF LEASED VEHICLES.** The Leased Vehicle(s) shall be registered in the province or territory it was delivered and in the name of Lessor. However, if, for the purpose of giving effect to this Agreement, any statute, regulation or ordinance, or any governing authority requires that the Leased Vehicle(s) be registered in the name of the Lessee, Lessor shall permit the Lessee to license and register the Leased Vehicle(s) in its name, provided, however, that as between the parties hereto title shall remain with the Lessor in accordance with the terms of Section 1.
20. **NOTICE OF PERMANENT REMOVAL.** Lessee shall notify the Lessor within 10 days of the removal of the Leased Vehicle(s) for a period exceeding 30 days from the province where the Leased Vehicle(s) was initially delivered. Notwithstanding the foregoing, the Lessee is not permitted to transfer the Leased Vehicle outside of Canada without the prior written consent of the Lessor. Lessee shall notify the Lessor within 10 days of any change in location of the Registered Head Office of Lessee.
21. **TRANSPORTATION OF HAZARDOUS MATERIALS.** The Lessee acknowledges that it may use Leased Vehicle(s) to transport hazardous materials in the course of conducting its normal business, where the Leased Vehicle(s) is purpose-built for such transport. The Lessee represents that it has complied, and that it will continue to comply, with all applicable laws, rules and regulations in connection with such transportation, and that the Lessee has and will continue to maintain insurance in amounts and of types of coverage adequate in the circumstances, or as the Lessor may from time to time require. The Lessee hereby agrees to indemnify the Lessor against all losses, claims, liabilities, fines, costs and expenses that may be incurred by the Lessor or any of its officers, directors, employees or agents as a result of the transportation by the Lessee of any hazardous materials from time to time in the Leased Vehicle(s).



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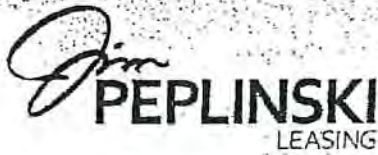
CORPORATE MASTER VEHICLE LEASE AGREEMENT

- 22. LEGISLATION. To the extent that the terms and provisions of this Agreement are inconsistent with applicable law, the terms and provisions herein shall be amended to the extent necessary so as to conform thereto.
- 23. AMENDMENTS MUST BE IN WRITING. This Agreement shall not be amended or altered in any manner unless such amendment be in writing and signed on behalf of Lessor by an authorized officer thereof and on behalf of the Lessee by an authorized officer.
- 24. HEADINGS. The headings of paragraphs are for convenience only and do not define, limit or modify the contents thereof.
- 25. SEVERABILITY. Any provision of this Agreement which is rendered invalid, unenforceable or illegal, shall be struck or modified to the extent of such invalidity, unenforceable or illegality only, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this Agreement should survive and be valid to the maximum extent permitted by law.
- 26. JOINT AND SEVERAL. If more than one Lessee signs this Agreement, the Lessees will be jointly and severally (solidarily in Quebec) liable of all the obligations resulting from this Agreement.
- 27. CHOICE OF LANGUAGE. The parties have expressly requested that this Agreement and any supporting documents be drafted in the English language. Les parties ont expressément requis que la présente Entente et documents y reliés soient rédigés en langue anglaise.
- 28. LIMITATIONS OF LIABILITY. It is understood and agreed that the Lessor shall not be liable or accountable to the Lessee for any loss or damage of any nature or kind sustained by the Lessee directly or indirectly resulting from mechanical failure of the Leased Vehicle(s), or from delay in delivery, or from loss or interruption of use thereof while the Leased Vehicle(s) is being repaired and/or maintenance services are being performed thereon, and the Lessor shall not be required to carry out any of the terms of this Agreement if prevented from so doing by any circumstances beyond its control, and shall not be liable for any loss or damage sustained by the Lessee and resulting therefrom.
- 29. NOTICES. Notices hereunder must be in writing and may be delivered as follows:

To the Lessor	Jim Peplinski Leasing Inc. 101 - 81 The East Mall Toronto, ON M8Z 5W3	To the Lessee	<u>VOICE CONSTRUCTION OPCO ULC</u> <u>7345-52 Street</u> <u>Edmonton AB T6B 2G2</u>
	Attention: Director Finance & Risk Facsimile: (547) 426-3930		Attention: _____ Facsimile: _____
- 30. THIRD PARTY RIGHTS. This Agreement and any Vehicles leased hereunder will be subject to any rights in those Vehicles granted by the Lessor under any third party agreement which a financial institution may require.
- 31. ENUREMENT. Subject to the above prohibition against assignment, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 32. ADDITIONAL PROVISIONS. Any additional provisions, terms, covenants, representations or warranties in any schedule attached hereto shall form a part of this Agreement and shall, if provided for therein, supersede the terms of this Master Lease.
- 33. ENTIRE AGREEMENT. This Agreement, and the schedules attached hereto and any additional documents referred to therein shall form the entire agreement between Lessor and Lessee.
- 34. EXISTING AGREEMENT. Both parties agree that this Agreement shall replace any previous Agreements between Lessor and Lessee and that all vehicles subject to those agreements and all related Offer to Lease's shall be governed by this Agreement from the date this Agreement is signed, except that the financial terms in respect of each Leased Vehicle(s) entered into prior to the date hereof

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will be as set out in its related Offer to Lease.

- 35. GOVERNING LAW. This Agreement shall be governed according to the laws of the Province or territory where the Vehicle was registered
- 36. LEASING IN QUEBEC. If this Agreement is entered in the province of Quebec, the parties recognize that this Agreement is a Leasing Contract as per Sections 1842 and 1850 inclusively of the Civil Code of Quebec.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

LESSOR:
 JIM PEPLINSKI LEASING INC.

LESSEE:
 VOICE CONSTRUCTION DPCO ULC

Signed *Doug Langelier*

Signed *Tyson Eckess*

By Doug LANGELIER

By TYSON ECKESS

Position CLIENT SERVICES SUPERVISOR
 I have authority to bind the corporation

Position EQUIPMENT MANAGER
 I have authority to bind the corporation

CO-LESSEE:

Signed _____

By _____

Position _____
 I have authority to bind the corporation

CO-LESSEE:

Signed _____

By _____

Position _____
 I have authority to bind the corporation

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LEASE SUMMARY

50163 Unit Number	E701206 Customer Number	21376-1 Quote Number	Pauline Haviland Account Executive	
VOICE CONSTRUCTION OPCO ULC Lessee Name		780 469-1351 Main Phone	R.I.N. (Ontario Only)	
7545-52 Street Lessee Street Address	Edmonton City	AB Province	T6B 2G2 Postal Code	
Co-Lessee Name (if Applicable)	Co-Lessee Street Address	City	Province	Postal Code
Co-Lessee Name (if Applicable)	Co-Lessee Street Address	City	Province	Postal Code
Year	Make	Model	Body	Code
Variation		Ext: White Colour		
1FDGF5GT1BEA39000 V.I.N.	1 Odometer (kms at lease start)	For Pre-Owned Vehicles Only	Previously Registered in Province? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Previous Accident History? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

OPTION DESCRIPTION	CODE	COST	OPTION DESCRIPTION	CODE	COST
No Additional Vehicle Options					

ADDITIONAL EQUIPMENT

Licence/insurance

LEASE TERMS		TERMS OF PAYMENT		INSURANCE INFORMATION	
Lease Term (Months)	43	Monthly Rent	2,381.78	Insurance Company	INTACT INSURANCE COMPANY
Capital Cost	57,944.00	GST/45%	69.09	Insurance Agent	ON REED STEINHOUSE INC - Edmonton
Down Payment	0.00	PSM	0.00	Phone Number	780-423-9801
Trade-In	0.00	Total Monthly Rent	1,450.87	Policy Number	7V5200697
Guaranteed Residual Value	195.00	Lease Start Date	Jan 01, 2015	Expiry Date	01/04/15
Total Odometer (Est. kms at lease end)	1	Lease End Date	Dec 31, 2018		
Security Deposit	0.00				

LESSOR'S ACCEPTANCE

Name HAZEL ARALAT Signature  Date 5 JAN - 2015

CALGARY • EDMONTON • TORONTO • MONTRÉAL • QUÉBEC CITY

One Goal - A Thousand Assists



PAYOUT STATEMENT

Customer Account: E701206

Date: 08-28-2019

VOICE CONSTRUCTION OPCO ULC
7545-52 Street
Edmonton AB T6B 2G2

JPL Unit Number: 50163
Vehicle Description: 2011 Ford F550 XLT 21 Passenger Bus
Serial Number: 1FDGF5GT1BEA39000

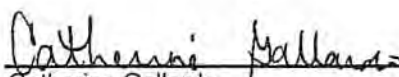
Payout until August 31, 2019	225.00
GST/HST	11.25
PST	0.00
Subtotal	<u>236.25</u>
Less Security Deposit	0.00
Total Payout	\$236.25

Payout valid until 2019-08-31 (assumes your account is up to date and all lease payments have been paid in full). After this date a pro-rated daily amount is added for each day.

To complete the lease buyout or sale to third party, all documentation, together with payment in full is required.

We require 2 business days to process your lease buyout and stop your pre-authorized payment.

Should you have any questions, please do not hesitate to contact me.


Catherine Gallardo

1947



**APPENDIX D – ARI FINANCIAL SERVICES,
INC. OPINION**



September 23, 2019

Delivered Via Email

Alvarez & Marsal Canada Inc.
Bow Valley Square IV
Suite 1110, 250 - 6th Avenue SW
Calgary, AB T2P 3H7

Stephanie A. Wanke
Direct Line: 780.429.9722
Direct Fax: 780.424.5866
swanke@millerthomson.com

File: 182818.4

Attention: Orest Konowalchuk

Dear Mr. Konowalchuk:

**Re: In the Receivership of Voice Construction OPCO ULC, Voice Management Ltd.,
Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd.
and 2012422 Alberta Ltd., (collectively, the "Debtors")
Opinion on the Security of ARI Financial Services Inc.**

In accordance with your instructions to provide a security opinion with respect to the claim of ARI Financial Services Inc. ("**ARI Financial**") as a secured creditor of the Debtors, we have reviewed the following:

1. The copies of the documents provided by ARI Financial described in Schedule "**A**" (collectively referred to as the "**Securities**") provided herewith; and
2. The Alberta Personal Property Registry ("**PPR**") searches with respect to the Debtors.

Opinion

Based on the foregoing, and subject to the following comments, assumptions, limitations, and qualifications, we are the following opinion:

1. The Securities are valid and enforceable;
2. The Securities constitute ARI Financial as a "secured creditor" as that term is defined pursuant to the provisions of the Bankruptcy and Insolvency Act;
3. The Securities have been duly registered in all registries within the Province of Alberta where registration is necessary or desirable to preserve, protect and perfect the security interest granted under the Securities, subject to the following comments herein; and
4. ARI Financial enjoys a first in time registration and purchase money security interest pursuant to the Alberta *PPSA* with respect to the following property:
 - (a) 2015 Chevrolet Silverado (s/n 1GB4KYCG8FF635206);

- (b) 2015 Chevrolet Silverado (s/n 1GB4KYCG3FF638322);
 - (c) 2015 Chevrolet Silverado (s/n 1GB4KYCG0FF634857);
 - (d) 2014 GMC Savana (s/n 1GJZ7ZFG9E1190693);
 - (e) 2015 Chevrolet Silverado (s/n 1GB4KYCG3FF634433);
 - (f) 2014 GMC Savana (s/n 1GJZ71FG4E1117944);
 - (g) 2015 Chevrolet Silverado (s/n 1GB4KYCG3FF636991); and
 - (h) 2015 Chevrolet Silverado (s/n 3GCUKSEC3FG210879);
- (collectively, the "**Equipment**").

With respect to the preceding, we wish to make the following comments:

- 1. After reviewing the Securities and based on the criteria set out in *Royal Bank v Cow Harbour Construction Ltd.*, 2012 ABQB 59, we are of the opinion that the Securities form a valid financing lease and not a true lease.
- 2. The Securities provide for a "Depreciation Period" defined in the Motor Vehicle Lease Agreement where the value of the Equipment is fully amortized and paid by the Debtors over a set term.
- 3. We are of the opinion that ARI is only secured against the Equipment for the financing payments during the Depreciation Period for each respective piece of Equipment. We are of the opinion that the \$25.00/month rent rate payable on expiry of the Depreciation Period is better viewed as an unsecured rental rate.

Assumptions

In the provision of this opinion, we have relied upon the aforementioned documents and have made the following assumptions:

- 1. Any photocopies of the Securities are true copies of the originals of which they purport to be;
- 2. We have assumed that, except as noted herein:
 - (a) Each of the Securities have been duly authorized, executed and delivered by authorized signing authorities for the parties thereto; and
 - (b) The Debtors have the necessary capacity to execute, deliver, observe and perform the obligations under the Securities to which each is a party and to do all such acts and things as are required under the Securities to which each is a party to be done, observed and performed by it, in accordance with the provisions thereof.

3. That we are in possession of all relevant agreements and none of the Securities have been amended except as provided in the Securities;
4. That the Debtors, ARI Financial or any of them have not waived any rights or remedies under the Securities or have otherwise become disentitled from relying on such rights and remedies;
5. That ARI Financial gave adequate consideration to the Debtors to support the granting of the Securities;
6. That there does not exist any Unanimous Shareholders Agreement or any By-Laws that may affect the Securities;
7. That all of the Equipment has been accurately and fully described, and in particular, the serial numbers of any serial number goods (as that term is defined in the Alberta *Personal Property Security Act*, RSA 2000, c P-7 (the "**PPSA**"), have been accurately described in the Securities;
8. That the Debtors are the legal and beneficial owners of the collateral set out in the Securities or had sufficient rights in the collateral described in the Securities to satisfy the provisions of the applicable the *PPSA*;
9. That none of the collateral set out in the Securities are "fixtures" as that term is defined in the applicable *PPSA*; and
10. That all particulars of registration provided and endorsed on the Securities are indicative of the actual particulars of registration.

Limitations

In addition, our opinion is limited to the following extent:

1. We have not examined the circumstances under which the Securities were granted to ARI Financial and therefore, we are not in a position to, and render no opinion, in relation to whether or not the granting of the Securities is either a fraudulent preference under the fraudulent preference legislation or a reviewable transaction pursuant to the provisions of the *Bankruptcy and Insolvency Act*. If you have any information which would suggest that the transactions fall within the provisions of this legislation, we would be happy to review the material and render a subsequent opinion to you.
2. This opinion was prepared for and is for the benefit of Alvarez & Marsal Canada Inc. only and is limited to the validity and enforceability of the Securities. It does not opine on the priority of the Securities *vis-à-vis* other security interests.
3. This opinion is limited to the laws of the Province of Alberta and the Dominion of Canada and such further laws as we deem relevant and takes into account the laws that exist as at the date of the giving of this opinion.

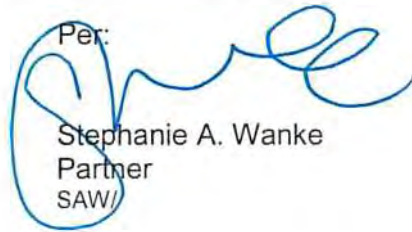
4. We have assumed that the enforceability of any of the Securities and the rights and remedies set out therein or any judgment arising out of or in connection therewith are subject to applicable bankruptcy, insolvency, winding-up, reorganization, arrangement, moratorium and other similar laws affecting creditors and creditors' rights generally.
5. The enforceability of any of the Securities is subject to general equitable principles in the Province of Alberta, including that to the effect that the availability of equitable or extraordinary remedies, such as specific performance and injunctive relief, is subject to the discretion of a competent court before which any such proceedings maybe brought and may not be available as a remedy in any proceedings brought to enforce the rights of a creditor.

Should you have any questions or concerns with respect to the preceding, please do not hesitate to contact our office.

Yours truly,

MILLER THOMSON LLP

Per:



Stephanie A. Wanke
Partner
SAW/

LEASE AGREEMENT

ARI Financial Services Inc./Services Financiers ARI Inc., a corporation incorporated under the laws of Canada and having its principal place of business at 1270 Central Parkway West, Suite 600, Mississauga, Ontario L5C 4P4, hereinafter called "Lessor" hereby leases to Voice Construction OPCO ULC on behalf of itself, its parent, subsidiaries, divisions and affiliates whose address is 7545 - 52 Street NW, Edmonton, Alberta T6B 2G2, hereinafter called "Lessee", the vehicle(s) described in the Vehicle Lease Order(s) "VLO(s)" and/or attached hereto upon the conditions contained in such VLO(s) and Motor Vehicle Lease Agreement(s) "MVLA(s)" and upon the following conditions.

1. LEASE TERMS

It is expressly understood and agreed that this Lease Agreement hereinafter called "Agreement" is a lease only and that Lessee acquires no right, title or interest in or to the property described herein except as a Lessee.

The initial lease term for each vehicle shall begin with the day each such vehicle is delivered to Lessee at such location as may be mutually agreed upon, and continuing thereafter until terminated as provided herein.

The initial lease term for each vehicle leased hereunder shall be for a period as mutually agreed between Lessor and Lessee, unless sooner terminated in accordance herewith, commencing on the date that such vehicle is delivered by Lessor to Lessee, provided, however, that passenger vehicles shall be leased for a minimum period of 12 months and commercial vehicles for a minimum period of 24 months. Lessee's obligation to pay Rental Charges during the initial lease term shall not be abated for any reason, including, but not limited to, early withdrawal from service, except destruction of a Vehicle. With the Lessor's consent, at the expiration of the initial lease term, an extension of the lease on a month-to-month basis shall be presumed until the term shall expire, unless termination with respect to the subject vehicle occurs as otherwise provided hereunder. For each leased vehicle remaining in service on a month-to-month basis after the completion of the Depreciation Period, the monthly rental shall be \$25.00.

2. ORDERING, DELIVERY & ACCEPTANCE OF VEHICLE(S)

A. Lessee shall furnish Lessor written order(s) for vehicle(s) to be leased hereunder, specifying make, model, equipment and delivery point within Canada.

B. Lessor agrees to deliver such vehicle(s) to Lessee, subject to Lessor's ability to obtain sufficient vehicles of the type ordered in the time specified by Lessee, and subject to any other contingency beyond the control of the Lessor. Lessor shall not be obligated to purchase and deliver any vehicles unless Lessor has accepted Lessee's request for such delivery.

C. Lessee agrees to accept delivery of each vehicle ordered immediately upon notice of availability from Lessor's delivering agent.

D. Acceptance of a vehicle by Lessee with additional equipment not specified in the VLO(s) or MVLA(s) shall constitute acceptance of such additional equipment by Lessee and Lessor shall bill the cost of such additional equipment to Lessee and Lessee shall pay Lessor such cost upon invoicing.

3. PAYMENTS

A. Lease Charges. Lessee agrees to pay Lessor the monthly lease charges plus any applicable taxes from the date of delivery in accordance with the payment schedule of the MVLA(s) for the minimum period specified in the MVLA(s) together with all other charges payable by Lessee in conjunction with other addenda as may be executed by the parties. The finance, management fee and procurement & handling portion of the monthly rental payment shall be developed as outlined on Schedule A attached hereto.

Monthly rental payments for each vehicle shall begin on the first day of the first full calendar month following the delivery of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such rental payments are payable, Lessee will pay an interim charge in an amount equal to the monthly rental payment pro-rated on a daily basis based on the actual number of days in the month. In addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the monthly rental payment pro-rated on a daily basis based on the actual number of days in the month. Any applicable pro-rated charges do not apply towards the Book Value.

Lessee agrees to pay to Lessor interim financing from the date Lessor is invoiced by the manufacturer, or the applicable vehicle source of supply, for each vehicle to the date preceding the day of delivery. The interest rate charged for such interim financing shall be the then current prime rate of interest plus 1%.

The depreciation percentage shall be that percentage amortized over the entire Depreciation Period such that at the end of the Depreciation Period the vehicle's depreciated value is fully amortized. The depreciated value of each vehicle shall be the Capitalized Value less the total depreciation reserve paid by Lessee. The "total depreciation reserve" shall be the amount of depreciation included in the monthly rental payment paid by Lessee for the number of months a vehicle was in billed service and paid by Lessee. Such rental payments shall be computed on an amortized level pay basis such that as the interest component decreases the principal shall increase while at all times the rental payments remain constant.

For each leased vehicle Lessee agrees to pay Lessor, in Canadian funds at 1270 Central Parkway West, Suite 600, Mississauga, Ontario L5C 4P4, or as otherwise specified in writing by Lessor, monthly rental payments for the use of each vehicle hereunder during the term of the lease. With respect to each vehicle, all payments shall be due and payable on or before the fifteenth (15th) day of each month, WHICH TIME SHALL BE OF THE ESSENCE. Lessee shall pay Lessor a late payment penalty in the amount of one and one half percent (1 1/2%) or the highest legal interest rate, whichever is less, per month or fraction thereof of any invoice the payment of which is not in the possession of Lessor by the due date.

B. Rate Change. The Finance and Administration percentage shall increase or decrease by that percentage per month necessary to reflect the change to Lessor of each basis point (1/100%) increase or decrease in the interest rate charged to Lessor by the source where Lessor financed the vehicle(s). Such adjustment shall apply to vehicles placed in service on or after the date of change in interest rate charged to Lessor.

4. SERVICE

A. Fees and Taxes. Lessee agrees to pay all costs, fees and expenses required for the licensing, inspection, registration or in obtaining any certificates necessary as well as all taxes, including sales, goods and services, use, rental, leasing ad valorem excise, local or personal property taxes (except federal or provincial income taxes) imposed upon the vehicle(s) during the term of this lease. Lessor shall have the right to pay any such taxes or fees imposed on any such vehicle(s) and Lessee agrees to reimburse Lessor.



B. **Maintenance.** Lessee is responsible for all maintenance and repairs and agrees to maintain each vehicle at its own expense in good conditions and in compliance with all prerequisites and maintenance procedures required and recommended in the manufacturer's warranty and manufacturer's service recommendations.

C. **Accessory Equipment.** Lessee agrees that whenever any government laws, ordinances or regulations require equipment, Lessee will comply with such requirements and pay for such equipment.

D. **Fuel and Oil.** Lessee agrees to provide all fuel, oil and other lubrication required.

5. **USE OF VEHICLE(S)**

A. Lessee represents to Lessor that the vehicles leased hereunder are for business and commercial purposes. It is further agreed that said vehicles are leased primarily for use in Canada.

B. Lessee agrees that the vehicles shall not be abused and shall be operated only by licensed drivers employed by or controlled by Lessee. No driver of any vehicle shall have the authority to act for or on behalf of Lessor, be or be deemed to be the agent, servant or employee of the Lessor.

C. Vehicles shall be used only for lawful purposes. Lessee agrees to hold Lessor harmless from any and all fines, forfeitures or penalties assessed against such vehicle(s) and from any and all damages suffered by Lessor from any violations of any such statute, law, ordinance, rule or regulation. Lessee agrees to pay Lessor a service charge of \$25.00 dollars per notice whenever it is necessary for Lessor to investigate and forward warning or delinquent notices to Lessee and/or pay all fines, citations or penalties not paid by Lessee.

D. Lessee, its drivers, agents, servants and employees, shall not tamper with or permit tampering or adjustment of the odometer(s) of the vehicle(s) to reflect an odometer reading different from the kilometers the vehicle(s) have actually been driven and Lessee agrees to indemnify and hold Lessor harmless from and against all actions, claims, suits, damages, costs and expenses, including reasonable attorneys' fees, caused by arising from violation by Lessee, its drivers, agents, servants or employees, or anyone directed by them, of the Odometer Laws of any Provincial or Federal statute.

E. Lessee agrees that it shall not modify, add or alter all or part of any vehicle leased hereunder without the prior written permission of Lessor. Lessee shall not cause any lien to be attached to any equipment installed on a leased vehicle without the prior written consent of Lessor.

F. Lessor may terminate this Agreement if at any time any vehicle is used in violation of the provisions of this Paragraph 5.

6. **INSURANCE AND INDEMNIFICATION**

A. **Liability, Collision & Comprehensive.** During the term of this Agreement and in connection with the use and operation of vehicles leased hereunder, Lessee agrees to provide and maintain standard comprehensive Automobile Liability Insurance, which coverage shall be primary and non-contributory, protecting Lessor against any and all liability, with minimum limits for public liability and property damage of \$2,000,000.00 for all persons injured or killed in the same accident and for damage, destruction and/or loss of use of property to third persons. The Lessee further agrees to provide Automobile Comprehensive and Collision Insurance in amounts satisfactory to Lessor covering loss from fire, theft and other comprehensive hazards as well as collision protection.

B. **Other Requirements.**

(i) Lessee must provide Lessor with acceptable evidence of insurance for such coverages as referred to hereinabove prior to delivery of vehicle(s) which evidence of insurance shall name Lessor and any other party designated by Lessor as an additional insured. Any notice of cancellation, expiration or material change in said insurance coverages to be provided hereunder must be received by Lessor in writing at least thirty (30) days in advance.

(ii) Lessee shall cooperate fully with Lessor or any insurer providing insurance hereunder in the investigation, prosecution or defense of all accidents, claims and suits arising out of or in connection with the use or operation of vehicle(s).

(iii) Lessee is responsible for the costs of all repairs to the vehicle(s) resulting from collision- or comprehensive-type losses not covered under the insurance coverages referred to in this Paragraph 6.

C. **Failure to Provide and Maintain Insurance.** If Lessee fails to provide and maintain insurance coverages as referred to in this Paragraph 6, or fails to furnish Lessor with required evidence of such insurance coverages, Lessor may immediately terminate this Agreement or Lessor may obtain such required insurance on behalf of Lessee and Lessee agrees to pay Lessor for such insurance.

D. **Indemnification.**

(i) Lessee agrees to indemnify and hold Lessor and its parent, subsidiaries, divisions, affiliates, directors, officers, employees and agents harmless from all costs, losses, claims, expenses, damages, suits, or liabilities, including reasonable attorneys' fees, arising out of or in connection with the delivery of any vehicle and/or the use or operation of vehicle(s).

(ii) Lessor shall not be liable for the loss of or damage to any property or goods left in or upon any vehicle. Lessee agrees to indemnify Lessor for any damages or liability resulting from Lessee's property or goods or any property or goods in Lessee's care or custody while said goods are in or upon such vehicle(s), which property or goods are not included in the V.I.O(s).

E. **Temporary Operation of Vehicle(s) Outside of Canada.** Lessee agrees to obtain necessary insurance coverages in the event a vehicle is temporarily operated outside of Canada. Lessee is responsible for all damages whatsoever arising from and occurring as a result of the operation of the operation of such vehicle(s) outside of Canada.

7. **LOSS OR DAMAGE**

A. **Delivery.** Lessor shall not be liable to Lessee for failure to deliver the vehicle(s) under this Agreement when such failure arises out of strikes, labor difficulties, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, freight embargoes, or any other causes beyond the control of Lessor.

B. **Responsibility for Payments.** Lessee's responsibility for payment of all charges due under the terms of this Agreement shall continue and there shall be no abatement of such charges during the time a vehicle is stolen, converted, destroyed, damaged or during the time required for any repair, adjustment, or servicing of any such vehicle.

C. **LIABILITY OF LESSOR.** LESSOR SHALL NOT BE LIABLE TO LESSEE, ITS SERVANTS, EMPLOYEES, AGENTS, OR TO ANY PERSON, FIRM OR CORPORATION FOR BUSINESS LOSS OR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO BUSINESS OR PROFITS, OR FOR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, CAUSED BY REASON OF THE THEFT, CONVERSION, DESTRUCTION, LOSS, REPAIR, ADJUSTMENT, SERVICING, REPLACEMENT OR ANY INTERRUPTION IN THE SERVICE OR AVAILABILITY FOR ANY REASON OF ANY VEHICLE WHETHER ORIGINAL OR SUBSTITUTED, PROVIDED UNDER THIS AGREEMENT.



8. **RETURN OF VEHICLE(S)**

A. **Vehicle Replacement.** Lessee may at any time, after the initial lease terms described in Paragraph 1, require Lessor to replace any vehicle pursuant to this Agreement by giving to Lessor *written notice of intent*, which notice shall contain the same information as is required for a delivery order, and shall state, in addition, that the vehicle to be delivered is in replacement of a specifically identified vehicle presently leased, which will be surrendered to Lessor upon delivery of the replacement vehicle. The lease as to such replaced vehicle shall terminate upon surrender to Lessor of the replaced vehicle.

B. **Vehicles Not Replaced.** Lessee may at any time, after the initial lease terms described in Paragraph 1, retire from service any vehicle leased pursuant to this Agreement without replacement by giving to Lessor *advance written notice* stating when said vehicle will be surrendered to Lessor, in accordance with this Paragraph. Vehicles shall be returned to the custody of Lessor at a place mutually agreed to by Lessee and Lessor. The lease as to such vehicle shall terminate upon the date Lessor takes physical possession of said vehicle, or in the event Lessor agrees a vehicle is not to be surrendered to Lessor, the lease as to such vehicle shall terminate upon the date of Lessor's receipt of all necessary sale paperwork and proceeds from Lessee.

The terms and conditions of this Agreement shall continue in full force and effect and shall be binding upon the Lessee until the return of all vehicle(s) to the custody of Lessor.

C. **Documents.** Upon the return or repossession of the vehicle(s), Lessee shall be obliged to surrender possession of each vehicle together with all license plates, registration certificates, documents of title or similar documents and certification regarding the kilometers of each vehicle.

9. **SALE OF VEHICLE(S)**

A. Upon return or repossession of a vehicle, Lessor shall arrange for the sale of such vehicle, taking into consideration the age, make, model, kilometers driven, condition and geographic location, and general conditions prevailing in the used vehicle market at the time.

B. Upon the sale of a vehicle as provided in this Paragraph 9, a depreciation adjustment will be calculated by Lessor. If the net sale price is greater than the depreciated Book Value, a depreciation credit plus applicable tax credits will be issued to Lessee. If the net sale price is less than the depreciated Book Value, a depreciation charge plus applicable tax charges will be issued to Lessee.

C. Net Sale Price is defined as the net proceeds realized by Lessor after deducting all costs and expenses incurred in connection with the sale. Book Value is defined as the original capitalized cost of the vehicle as specified in the MVLA, less accumulated depreciation at the rate specified in the MVLA for the number of months the vehicle was in service. The account of Lessee will not be credited for net gain realized, plus any tax credits over amounts owed Lessor by Lessee if at the time of the issuance of credit, Lessee is in default of payments required or in the performance of this Agreement.

D. Lessee agrees that Lessor may incur such expenses as Lessor deems suitable for: reconditioning, transferring to another location, obtaining current license tags, auction or brokers' fees or other such expenses. All such expenses so incurred shall be deducted from the sales proceeds in arriving at the net sale price.

E. Lessee agrees to pay Lessor a Used Vehicle Termination Fee of \$150.00 for each vehicle sold.

10. **DEFAULT OF LESSEE**

A. In the event that Lessee shall be in default in the payments required to be made by Lessee hereunder or in the performance of any other covenant, term or condition of this Agreement or any other Agreement to be kept or performed by Lessee, or if Lessee shall file a petition in bankruptcy, shall make an assignment for the benefit of creditors, if proceedings in bankruptcy shall be instituted against Lessee, or Lessee shall be adjudicated as bankrupt, if a receiver shall be appointed for Lessee's property or business, or if Lessee shall permit or suffer any distress, attachment, levy or execution against any or all of its property, then and in those events, Lessor may terminate this Agreement without notice to Lessee and Lessor shall be entitled to the immediate possession of all vehicles.

B. In the event Lessor exercises its right to terminate this Agreement, Lessee shall pay Lessor all payments due on and as of the date of such termination, plus any additional sums necessary to insure that the minimum number of monthly payments required pursuant to this Agreement and the MVLA for each vehicle have been paid to Lessor. Payments made to Lessor under the provisions of this Paragraph 10 shall not be in lieu of any remaining obligations of Lessee under this Agreement.

C. If Lessee abandons, attempts to return or returns a vehicle prior to the end of the minimum term as specified in the MVLA, Lessor may declare Lessee in default with respect to the vehicle(s) determined in accordance with the provisions of Paragraph 10B and in relation to the date the vehicle is accepted by and returned to the custody of Lessor.

D. If during the term of this Agreement Lessor deems it necessary for its protection, Lessor may repossess all vehicles wherever found or retain possession of vehicle(s) in possession of Lessor. Repossession shall not terminate Lessee's obligations under the terms of this Agreement, and shall be without prejudice to all other remedies available to Lessor for collection of all sums due from Lessee. This repossession can take place, without formal notice or warning, wherever the vehicle(s) may be situated, without any order or other legal procedure, the Lessee hereby renouncing to each and all damages incurred by said repossession.

11. **DISCLAIMER OF WARRANTY**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY THIS AGREEMENT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF ITS OBLIGATION FOR PAYMENT AND OTHER CHARGES TO LESSOR PROVIDED FOR HEREIN OR OF ANY OTHER OBLIGATION UNDER THIS AGREEMENT.

12. **GENERAL**

A. Lessee shall furnish Lessor unqualified audited financial statements prepared and certified by an independent certified public accounting firm after the end of each fiscal year. Such statements to be supplied as soon as available but no later than 120 days after the end of a fiscal year.

B. Lessee shall notify Lessor, in writing, of any change in name, ownership or control of Lessee. Such notification to be supplied to Lessor within 15 days of such change.



C. Lessor shall have the right to finance any vehicle(s) now or hereafter covered by this Agreement by placing a security interest thereon or by assigning Lessor's interest under this Agreement or both to any financial institution, and Lessee shall recognize any such assignment and covenants not to assert against the assignee any defense, counterclaim or set-off that Lessee has or may have against Lessor.

D. This Agreement and duly executed MVLAs and other addenda attached hereto constitute the entire Agreement between the parties and may be modified only in writing duly executed by both parties. Execution by Lessee of a VLO shall create an obligation on the part of Lessee to accept said vehicle(s) for lease.

E. The titles of the various paragraphs in this Agreement are intended to facilitate reference of the Agreement only and shall not be employed in construction of any provision of this Agreement. The words "Lessee", "his", "its", or "their", shall be construed to mean a singular or plural, masculine or feminine or neuter.

F. Neither the failure of either party to insist upon the performance of any term or condition of this Agreement or to exercise any right or privilege conferred by this Agreement nor the waiver by either party of any such term or condition shall be construed as thereafter waiving any such term, condition, right or privilege.

G. Should any part, term or provision of this contract be by the courts decided to be illegal or in conflict with any law of the Province where made, the validity of the remaining portions or provisions shall not be affected thereby.

H. This Agreement shall be binding on the respective parties, their successors, legal representatives and assigns, but Lessee shall have no right to assign, sublet, transfer, encumber or convey this Agreement or any interest in it without the prior written consent of Lessor. In the event that Lessee permits any vehicles or services subject to this Agreement to be used or operated by any present or future subsidiary, parent or affiliate of Lessee (each a "Related Entity"), Lessee agrees that notwithstanding (a) use or operation by a Related Entity, (b) any direction by Lessee to Lessor to invoice a Related Entity, and (c) any payment made by a Related Entity with respect to any vehicle and any services, all such vehicles and services shall at all times remain subject to the terms and conditions of this Agreement and Lessee shall at all times remain liable for all of the duties and obligations (for payment or otherwise) under this Agreement. Any use or operation by a Related Entity of any vehicle shall not, in any way, constitute a sale, assignment or transfer, sublease or other disposition of such vehicle, or any interest therein or of any rights granted to or obligations of Lessee under this Agreement.

I. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario.

J. This Agreement and any service or program described herein shall remain in effect until canceled by any party upon thirty (30) days written notice to the other party. The termination of this Agreement shall not affect any vehicles under lease pursuant hereto at the time of such termination, all such vehicles shall remain subject to the terms hereof and Lessor and Lessee shall have the mutual rights and obligations provided for herein as to such vehicles.

K. Any notice required to be given by either party to the other shall be in writing and shall be deemed given when deposited in the Canada Post, postage prepaid, and sent by either party to the other party at its address as the same appears herein or at an address of which such other party may have notified the first party in writing.

L. This Agreement shall not become effective and binding upon the parties until accepted and executed by an officer of Lessor.

M. This Agreement was requested and prepared in English at the expressed demand of the parties.

Ce contrat a été requis et préparé en anglais à la demande expresse des parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their authorized representatives this 20th day of November, 2014.

LESSEE

LESSOR

VOICE CONSTRUCTION OPCO L'ÉC.
ON BEHALF OF ITSELF, ITS PARENT, SUBSIDIARIES,
DIVISIONS AND AFFILIATES

ARI FINANCIAL SERVICES INC. (SERVICES FINANCIERS ARI INC.)

By [Signature]
(Authorized Signatures)

By [Signature]
DANIEL WILLARD

Title EQUIPMENT MANAGER

Title ASSISTANT SECRETARY

Witness [Signature]

Witness [Signature]

Date Nov 20/14

Date 12-3-14

SCHEDULE A

LEASE PRICING AND FUNDING:

- Fixed Lease Rate: 3 Year Government of Canada Bond Rate plus 1.89% (189 basis points); and.
- Administration Fee: \$55 per \$1,000 of capitalized value per vehicle per month.
- Depreciation Period: 48 months or less as agreed to between the parties.

PROCUREMENT AND HANDLING FEES:

- Factory Orders up to 15,000# GVW: Lessor's cost from dealer plus \$150.00.
- Factory Orders over 15,000# GVW: Lessor's cost from dealer plus 1%.
- Stock Orders up to 15,000# GVW: Lessor's cost from dealer plus \$250.00.
- Stock Orders over 15,000# GVW: Lessor's cost from dealer plus 1%.
- Upfitting: Lessor's costs from upfitter plus 1% (minimum of \$50.00 to a maximum of \$10,000.00).
- Equipment: Lessor's costs from dealer plus 1%.

REMARKETING:

- Used Vehicle Termination Fee: \$150.00 per vehicle.

Lessee acknowledges that the funding parameters established under this Schedule A to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Schedule A in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.





**ORIGINAL
MOTOR VEHICLE LEASE AGREEMENT**

ARI Financial Services Inc. (Services Financiers ARI Inc., P.O. Box 938, 207-8th Avenue S.W., Calgary, AB T2P 2K4)

The ARI Management Protocol

a Canada Corporation, Lessor hereby leases to VOICE CONSTRUCTION OPOO ULC Lessee, the vehicle referred to herein for the rental set forth herein. This Lease Agreement and any assignment hereof is subject to all the terms and conditions of the Agreement dated 11/20/14 between Lessor and Lessee covering the leasing of vehicles to Lessee all of which are incorporated herein by reference.

Lessor hereby assigns to _____ (Assigned) all right, title and interest of

Lessor in and to all moneys due and to become due under this Lease Agreement and ARI hereby authorizes Assigned to collect all such moneys when due, either in the name of Assignee or Lessor. Lessee hereby agrees to this assignment.

VEHICLE INFORMATION

YR & MAKE - 2015 CHEVROLET	MODEL - CK3E943 SILVERADO 35	ARI-VEH #-	-TP3565
ENGINE - 8 CYL 6 LITER	EXT COLOR - SUMMIT WH	LESSEE #-	7U72-G1
SERIAL # - 1G84KVCGRFF635206	DELIVERY DATE - 07/13/15	REVISION DATE:	08/26/15 LEASE NO: 02

S = SIDEBILLED D = DEALER INSTALLED **EQUIPMENT**

P&H	4.10 REAR AXLE	REAR BUMPER DEL
CONCESSION KMR	GWR: 4,990 KGS	PICKUP BOX DELE
ESTIMATED DEAL	TIRES: LT265/70	SEO: BACK-UP AL
FAN #200507	WHEELS: 18" PAI	GWR: 11,000 LBS
TIRE TAX	SPARE LT265/70R	
DECK & INSTALL	3-PASSENGER FRD	
SEAT COVERS	CLOTH SEAT TRIM	
LEVEL KIT AND I	SOLID PAINT	
MUD FLAPS	2015 INTERIM PR	
CONCESSION KMR	RADIO: AM/FM ST	

COST

DESCRIPTION	* CAPPED AMOUNT	DESCRIPTION	* CAPPED AMOUNT	DESCRIPTION	* CAPPED AMOUNT
MANUF INV	33,505.00			DLR MARKUP	150.00
P&H	150.00			TOTAL COST	39,770.00
UPFIT	4,795.00				
DLR MARKUP	500.00				
GAS	150.00				
TIRE TAX	20.00				
TOTAL COST	39,120.00				

INDICATES CHANGE *

LEASE INFORMATION

VALUES BEFORE CHANGE #

OPEN END LEASE - PERIOD BEGINS: 08/15 TOTAL CAPITALIZATION: 39,120.00

48 MONTHS @ \$878.50

FINANCIAL INFO

INT-TYPE: FIXED INDEX: 3YR GOVT C RATE: 2.485 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEVL-PAY

CANADIAN 972

MAILING ADDRESS: VOICE CONSTRUCTION OPOO ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET NW
EDMONTON AB T6B 2 G2

Date 08/06/15

By

[Signature]
Authorized Signature



ORIGINAL

MOTOR VEHICLE LEASE AGREEMENT

ARI Financial Services Inc./Services Financiere ARI Inc, P.O. Box 938, 207-8th Avenue S.W., Calgary, AB T2P 2K4

The Fleet Management Professionals

a Canada Corporation, Lessor hereby leases to VOICE CONSTRUCTION OPCC ULC Lessee, the vehicle referred to herein for the rental set forth herein. This Lease Agreement and any assignment hereof is subject to all the terms and conditions of the Agreement dated 11/20/14 between Lessor and Lessee covering the leasing of vehicles to Lessee all of which are incorporated herein by reference.

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Lessor in and to all moneys due and to become due under this Lease Agreement and ARI hereby authorizes Assignee to collect all such moneys when due, either in the name of Assignee or Lessor. Lessee hereby agrees to this assignment.

VEHICLE INFORMATION

YR & MAKE - 2014 GMC	MODEL - TG33708 SAVANA 3500	ARI-VEH #-	TB3507
ENGINE - 8 CYL 6 LITER	EXT COLOR - SUMMIT WH	LESSEE #-	7L72-01
SERIAL # - 1GJZ71FG4E1117944	DELIVERY DATE - 04/24/15	REVISION DATE:	00/00/00 LEASE NO: 01

S = SIDEBILLED D = DEALER INSTALLED

EQUIPMENT

6-WAY POWER PAS REMOTE VEHICLE TIRE TAX DEALER INSTALLE 3.42 REAR AXLE GVWR: 4,355 KGS HEAVY DUTY REAR TIRES: FRONT LT TIRES: REAR LT2 TIRE: SPARE LT2	WHEELS: 16" X 6 FRONT RECLINING CUSTOM CLOTH SE 15-PASSENGER SE SOLID PAINT RADIO: AM/FM ST USB PORT SIRIUSXM SATELL BLUETOOTH MOBIL 770 CCA HEAVY D	ELECTRIC REAR W DUAL-NOTE HIGH BLACK HEATED PO REAR VIEW CAMER REAR BODY COLOL GVW: 8,600 LBS					
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COST

DESCRIPTION	%	CAPPED AMOUNT	DESCRIPTION	%	CAPPED AMOUNT	DESCRIPTION	%	CAPPED AMOUNT
MANUF INV		36,500.00						
P&H		250.00						
UPFIT	BODY CST14	3,465.00						
TOTAL COST		40,215.00						

LEASE INFORMATION

OPEN END LEASE - PERIOD BEGINS: 05/15 TOTAL CAPITALIZATION: 40,215.00

48 MONTHS @ \$801.55

FINANCIAL INFO

INT-TYPE: FIXED INDEX: 3YR GOVT C RATE: 2.398 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEV1-PAY

CANADIAN 872

MAILING ADDRESS: VOICE CONSTRUCTION OPCC ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B 2G2

DRIVER NAME: TBO
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET
EDMONTON AB T6B 2 G2

Date 05/21/15

By

Authorized Signature



ORIGINAL

MOTOR VEHICLE LEASE AGREEMENT

ARI Financial Services Inc./Services Financiers ARI Inc., P.O. Box 838, 257-8th Avenue S.W., Calgary, AB T2P 2K4

The ARI Management Professionals

a Canada Corporation, (Lessor) hereby leases to VOICE CONSTRUCTION OPCO ULC Lessee, the vehicle referred to herein for the rental set forth herein. This Lease Agreement and any assignment hereof is subject to all the terms and conditions of the Agreement dated 11/20/14 between Lessor and Lessee covering the leasing of vehicles to Lessee all of which are incorporated herein by reference.

Lessor hereby assigns to _____ (Assignee) all right, title and interest of

Lessor in and to all moneys due and to become due under this Lease Agreement and ARI hereby authorizes Assignee to collect all such moneys when due, either in the name of Assignee or Lessor. Lessee hereby agrees to this assignment.

VEHICLE INFORMATION			
YR & MAKE- 2015 CHEVROLET	MODEL - CK35843 SILVERADO 35	ARI-VEH #- -TP3567	
ENGINE - 8 CYL 6 LITER	EXT COLOR- SUMMIT WH	LESSEE #- 7U72-01	
SERIAL # - 1G84KVG3TFF634433	DELIVERY DATE - 07/10/15	REVISION DATE: 08/25/15	LEASE NO: 02

S = SIDEBILLED D = DEALER INSTALLED		EQUIPMENT	
P&H	4.10 REAR AXLE	REAR BUMPER DEL	
CONCESSION KMR	GVWR: 4,990 KGS	PICKUP BOX DELE	
ESTIMATED DEAL	TIRES: LT265/70	SEO: BACK-UP AL	
FAN #200507	WHEELS: 18" PAI	GVW* 11,000 LBS	
TIRE TAX	SPARE LT265/70R		
DECK & INSTALL	3-PASSENGER FRD		
SEAT COVERS	CLOTH SEAT TRIM		
LEVEL KIT AND I	SOLID PAINT		
MUD FLAPS	2015 INTERIN PR		
CONCESSION KMR	RADIO: AM/FM ST		

COST			
DESCRIPTION	* CAPPED AMOUNT	DESCRIPTION	* CAPPED AMOUNT
MANUF INV	33,805.00	DLR MARKUP	# 150.00
P&H	150.00	TOTAL COST	# 38,770.00
LIFFIT	4,795.00		
DLR MARKUP	500.00		
GAS	150.00		
TIRE TAX	20.00		
TOTAL COST	38,120.00		

INDICATES CHANGE * LEASE INFORMATION VALUES BEFORE CHANGE #

OPEN END LEASE - PERIOD BEGINS: 08/15 TOTAL CAPITALIZATION: 38,120.00

48 MONTHS @ \$878.50

FINANCIAL INFO

INT-TYPE: FIXED INDEX: 3YR GOVT C RATE: 2.485 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEVL-PAY

CANADIAN 572

MAILING ADDRESS: VOICE CONSTRUCTION OPCO ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET NW
EDMONTON AB T6B 2 G2

Date 08/06/15

By

[Signature]
Authorized Signature



ORIGINAL

MOTOR VEHICLE LEASE AGREEMENT

ARI Financial Services Inc./Services Financiers ARI Inc., P.O. Box 838, 207-8th Avenue S.W., Calgary, AB T2P 2K4

a Canada Corporation, (Lessor) hereby leases to VOICE CONSTRUCTION OPOO ULC Lessee,

The Fleet Management Professionals

the vehicle referred to herein for the rental set forth herein. This Lease Agreement and any assignment hereof is subject to all the terms and conditions of the Agreement dated 11/20/14 between Lessor and Lessee covering the leasing of vehicles to Lessee all of which are incorporated herein by reference.

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Lessor in and to all moneys due and to become due under this Lease Agreement and ARI hereby authorizes Assignee to collect all such moneys when due, either in the name of Assignee or Lessor. Lessee hereby agrees to this assignment.

VEHICLE INFORMATION

YR & MAKE- 2015 CHEVROLET	MODEL - CK35843 SILVERADO 35	ARI-VEH #- -TP3566
ENGINE - 8 CYL 6 LITER	EXT COLOR- SUMMIT WH	LESSEE #- 7U72-01
SERIAL # - 1GR6KYCG3FFG36991	DELIVERY DATE - 07/14/15	REVISION DATE: 08/25/15 LEASE NO: 02

S = SIDEBILLED D = DEALER INSTALLED

EQUIPMENT

P&H CONCESSION KMR ESTIMATED DEALER FAN #200607 TIRE TAX DECK & INSTALL SEAT COVERS LEVEL KIT AND I MUD FLAPS CONCESSION KMR	8.10 REAR AXLE GVWR: 4,890 KGS TIRES: LT265/70 WHEELS: 18" PAI SPARE LT265/70R 3-PASSENGER FRD CLOTH SEAT TRIM SOLID PAINT 2015 INTERIN PA RADIO: AM/FM ST	REAR BUMPER DEL PICKUP BOX DEL SEC: BACK-UP AL GVW* 11,000 LBS				
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COST

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
MANUF INV	33,805.00			DLR MARKUP	150.00
P&H	150.00			TOTAL COST	38,770.00
UPFIT	4,795.00				
DLR MARKUP	600.00				
GAS	150.00				
TIRE TAX	20.00				
TOTAL COST	38,120.00				

INDICATES CHANGE *

LEASE INFORMATION

VALUES BEFORE CHANGE #

OPEN END LEASE - PERIOD BEGINS: 08/15 TOTAL CAPITALIZATION: 38,120.00

48 MONTHS @ \$878.50

FINANCIAL INFO

INT-TYPE: FIXED INDEX: JYR GOVT C RATE: 2.485 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 040 LEASE-TYPE: OPEN-LEVL-PAY

CANADIAN 972

MAILING ADDRESS: VOICE CONSTRUCTION OPOO ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET NW
EDMONTON AB T6B 2 G2

Date 08/06/15

By

Authorized Signature



ORIGINAL

MOTOR VEHICLE LEASE AGREEMENT

ARI Financial Services Inc./Services Financiers ARI Inc., P.O. Box 938, 207-2th Avenue S.W., Calgary, AB T2P 2K4

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VEHICLE INFORMATION

YR & MAKE - 2014 GMC	MODEL - TG33708 SAVANA 3500	ARI-VEH #-	-TB3508
ENGINE - 6 CYL 6 LITER	EXT COLOR - SUMMIT WH	LESSEE #-	7U72-01
SERIAL # - 1GJ27ZFG981190693	DELIVERY DATE - 04/29/15	REVISION DATE:	00/00/00
		LEASE NO:	01

S = SIDEBILLED D = DEALER INSTALLED

EQUIPMENT

REMOTE KEYLESS TIRE TAX DEALER INSTALLED 3.42 REAR AXLE GVWR: 4,355 KGS HEAVY DUTY REAR TIRES: FRONT LT TIRES: REAR LT2 TIRE: SPARE LT2 WHEELS: 16" X 4	FRONT RECLINING CUSTOM CLOTH SE 12 PASSENGER SE SOLID PAINT RADIO: AM/FM ST 145 AMP ALTERNA DUAL-NOTE HIGH BLACK HEATED PC REAR VIEW CAMER HEAVY DUTY TRAI	TRAILER WIRING GVW= 9,600 LBS					
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COST

DESCRIPTION	QUANTITY	CAPPED AMOUNT	DESCRIPTION	QUANTITY	CAPPED AMOUNT	DESCRIPTION	QUANTITY	CAPPED AMOUNT
HANDY INV		38,500.00						
P&H		250.00						
UPFIT	BODY CST14	3,465.00						
TOTAL COST		40,215.00						

LEASE INFORMATION

OPEN END LEASE - PERIOD BEGINS: 05/15 TOTAL CAPITALIZATION: 40,215.00

48 MONTHS @ \$801.58

FINANCIAL INFO

INT-TYPE: FIXED INDEX: JYR GOVT C RATE: 2.398 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEVL-PAY

CANADIAN 972

MAILING ADDRESS: VOICE CONSTRUCTION OPCO ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET
EDMONTON AB T6B 2 G2

Date 06/21/15

By

Authorized Signature



MOTOR VEHICLE LEASE AGREEMENT

ORIGINAL

ARI Financial Services Inc./Services Financiere ARI Inc., P.O. Box 938, 207-8th Avenue S.W., Calgary, AB T2P 2K4

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Lessor hereby assigns to _____ (Assigned) all right, title and interest of Lessor in and to all moneys due and to become due under this Lease Agreement and ARI hereby authorizes Assigned to collect all such moneys when due, either in the name of Assigned or Lessor. Lessee hereby agrees to this assignment.

VEHICLE INFORMATION

YR & MAKE - 2016 CHEVROLET MODEL - CK35043 SILVERADO 35 ARI-VEH #- TP3564
ENGINE - 6 CYL 6 LITER EXT COLOR - SUMMIT WH LESSEE #- 7U72-01
SERIAL # - 1G6AKYCG0FF634867 DELIVERY DATE - 07/13/16 REVISION DATE: 08/25/16 LEASE NO: 02

S = SIDEBILLED D = DEALER INSTALLED EQUIPMENT

P&H CONCESSION KMR ESTIMATED DEALER FAN #200507 TIRE TAX DECK & INSTALL SEAT COVERS LEVEL KIT AND I MUD FLAPS CONCESSION	4.10 REAR AXLE GVWR: 4,990 KGS TIRES: LT265/70 WHEELS: 18" PAI SPARE LT265/70R 3-PASSENGER FRG CLOTH SEAT TRIM SOLID PAINT 2016 INTERIM PR RADIO: AM/FM ST	REAR BUMPER DEL PICKUP BOX DELE SEC: BACK-UP AL GVW* 11,000 LBS				
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COST

DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT
MANUF INV	33,805.00			DLR MARKUP	150.00
P&H	150.00			TOTAL COST	38,770.00
UPFIT	4,795.00				
DLR MARKUP	500.00				
GAS	150.00				
TIRE TAX	20.00				
TOTAL COST	38,120.00				

INDICATES CHANGE *

LEASE INFORMATION

VALUES BEFORE CHANGE #

OPEN END LEASE - PERIOD BEGINS: 08/15 TOTAL CAPITALIZATION: 38,120.00

48 MONTHS @ \$878.50

FINANCIAL INFO

INT-TYPE: FIXED INDEX: 3YR GOVT C RATE: 2.485 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEVL-PAY

CANADIAN 572

MAILING ADDRESS: VOICE CONSTRUCTION OPOO ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET NW
EDMONTON AB T6B 2 G2

Date 08/06/16

By

Authorized Signature



MOTOR VEHICLE LEASE AGREEMENT

ORIGINAL

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VEHICLE INFORMATION

YR & MAKE- 2015 CHEVROLET MODEL - C135043 SILVERADO 35 ARI-VEH #- -TP3563
ENGINE - 8 CVL 6 LITER EXT COLOR- SUMMIT WH LESSEE #- 7L72-G1
SERIAL # - 1GR4KYCG3FF638322 DELIVERY DATE - 07/16/15 REVISION DATE: 08/26/15 LEASE NO: 02

S = SIDEBILLED D = DEALER INSTALLED

EQUIPMENT

P&H	4.10 REAR AXLE	REAR BUMPER DEL			
CONCESSION KMR	GVWR: 4,990 KGS	PICKUP BOX DEL			
ESTIMATED DEAL	TIRES: LT265/70	SEC: BACK-UP AL			
FAN #200607	WHEELS: 18" PAI	GVW* 11,000 LBS			
TIRE TAX	SPARE LT265/70R				
DECK & INSTALL	3-PASSENGER FRD				
SEAT COVERS	CLOTH SEAT TRIM				
LEVEL KIT AND I	SOLID PAINT				
MUD FLAPS	2015 INTERIN PR				
CONCESSION KMR	RADIO: AM/FM ST				

COST

DESCRIPTION	CHANGED AMOUNT	DESCRIPTION	CHANGED AMOUNT	DESCRIPTION	CHANGED AMOUNT
HANUF INV	33,805.00			DLR MARKUP	150.00
P&H	150.00			TOTAL COST	39,770.00
LIFFIT	4,795.00				
DLR MARKUP	600.00				
GAS	150.00				
TIRE TAX	20.00				
TOTAL COST	39,120.00				

INDICATES CHANGE *

LEASE INFORMATION

VALUES BEFORE CHANGE *

OPEN END LEASE - PERIOD BEGINS: 05/15 TOTAL CAPITALIZATION: 39,120.00

48 MONTHS @ \$878.50

FINANCIAL INFO

INT-TYPE: FIXED INDEX: 3YR GOVT C RATE: 2.485 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEV/PAY

CANADIAN 972

MAILING ADDRESS: VOICE CONSTRUCTION OPCC ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET NW
EDMONTON AB T6B 2 G2

Date 08/06/15

By

Authorized Signature



MOTOR VEHICLE LEASE AGREEMENT

ARI Financial Services Inc./Services Financiers ARI Inc., P.O. Box 838, 207-8th Avenue S.W., Calgary, AB T2P 2K4

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VEHICLE INFORMATION

YR & MAKE - 2015 CHEVROLET	MODEL - CK15643 SILVERADO 15	ARI-VEH #- TP1578
ENGINE - 8 CYL 6.3 LITER	EXT COLOR - SUMMIT WH	LESSEE #- 7U72-01
SERIAL # - JGCUK5EC3FG210678	DELIVERY DATE - 01/08/15	REVISION DATE: 00/00/00 LEASE NO: 01

S = SIDEBILLED D = DEALER INSTALLED

EQUIPMENT

HD MUDFLAPS	OFF-ROAD SUSPEN
SPRAY IN BED LIN	LTZ PLUS PACKAG
3.42 REAR AXLE	DRIVER ALERT PA
GVWR: 7,200 LBS	RADIO: AM/FM 8"
TIRES: P275/55R	POWER SUNROOF
WHEELS: 20" X 8	6" RECTANGULAR
FRONT FULL FEAT	ENGINE BLOCK HE
PERFORATED LEAT	INTEGRATED TRAI
HEATED & COOLED	GVW= 7,200 LBS
SOLID PAINT	

COST

DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT	DESCRIPTION	CAPPED AMOUNT
MANUF INV	55,015.00				
P&H	250.00				
UPFIT	750.00				
DLR MARKUP	2,500.00				
CONCESSION	3,000.00				
TIRE TAX	20.00				
TOTAL COST	49,535.00				

LEASE INFORMATION

OPEN END LEASE - PERIOD BEGINS: 02/15 TOTAL CAPITALIZATION: 49,535.00

48 MONTHS @ \$1,124.34

FINANCIAL INFO

INT-TYPE: FIXED INDEX: 3YR GOVT G RATE: 3.032 FACTOR-SCHEDULE: 112A DEPR-PERIOD: 048 LEASE-TYPE: OPEN-LEVL-PAY

CANADIAN 572

MAILING ADDRESS: VOICE CONSTRUCTION OPCO ULC
ATTN: ACCOUNTS PAYABLE
7545-52 STREET NW
EDMONTON AB T6B2G2

DRIVER NAME: - TBD
ADDRESS: VOICE CONSTRUCTION
7545 52 STREET NW
EDMONTON AB T6B 2 G2

Date 02/06/15

By

Authorized Signature

RENTAL INVOICE



ARI FINANCIAL SERVICES LTD.
 1250 CENTRAL PARKWAY WEST
 SUITE 400
 MISSISSAUGA ONTARIO L4X 1L3

REMIT TO:
 ARI FINANCIAL SERVICES T46163
 PO BOX 46163
 POSTAL STATION A
 TORONTO ON M5W4K-9

CLIENT CODE: 7072-01 **INVOICE NO.:** 071501
DUE DATE: 07/15/19 **INVOICE DATE:** 06/25/19
RENTAL PERIOD ENDING: JULY
INDEX: 3YR GOVT C **RATE:** 1.480 **AS OF:** 06/25/19

PAGE 1

SUB DIV	UNIT NUMBER	CLIENT DATA	IN SERV DATE	YEAR	MAKE	TYPE	CAP COST	BOOK VALUE	TERMS	MOSELD	CHARGES				TAX			TOTAL AMOUNT
											RENT	MGMT	INTEREST	GST/HST	GST/HST	CODE	RATE	
	TR3507	LBD	04/24/15	14	GMC	T	40,215.00		48	51	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TR3508	LBD	04/29/15	14	GMC	T	40,215.00		48	51	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP3563	LBD	01/08/15	15	CHEV	T	39,120.00		48	54	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP3563		07/15/15	15	CHEV	T	39,120.00		48	48	876.73	.00	1.77	43.93	AB	0.000	.00	922.43
	TP3564		07/13/15	15	CHEV	T	39,120.00		48	48	876.73	.00	1.77	43.93	AB	0.000	.00	922.43
	TP3565		07/13/15	15	CHEV	T	39,120.00		48	48	876.73	.00	1.77	43.93	AB	0.000	.00	922.43
	TP3566		07/14/15	15	CHEV	T	39,120.00		48	48	876.73	.00	1.77	43.93	AB	0.000	.00	922.43
	TP3567		07/10/15	15	CHEV	T	39,120.00		48	48	876.73	.00	1.77	43.93	AB	0.000	.00	922.43
SUB DIVISION					TOTAL		325,565.00	.00			4458.65	.00	8.85	223.40			.00	4,690.90
DIVISION	01				TOTAL		325,565.00	.00			4458.65	.00	8.85	223.40			.00	4,690.90

MAIL TO:
 VOICE CONSTRUCTION GROUP INC
 ATTN: ACCOUNTS PAYABLE
 2545 S. TRIBE DR
 FERRISON AB T6B 0H2

*** LEGEND**
*** - FIRST TIME ON BILL**

G.S.T. REG: #136025582RT
 Q.S.T. REG: #1015619615



ARI FINANCIAL SERVICES INC.
 SERVICES FINANCIAL SERVICE
 1, rue St-Jacques
 2e Etage
 2000-1000, 1075
 1200, 1100, 1000, 1000
 1000, 1000, 1000, 1000
 1000, 1000, 1000, 1000

RENTAL INVOICE

REMIT TO:
 ARI FINANCIAL SERVICES T46163
 PO BOX 46163
 POSTAL STATION A
 TORONTO ON M5W4K-9

CLIENT CODE: 7072-01 **INVOICE NO.:** 0-1561
DUE DATE: 07/15/19 **INVOICE DATE:** 06/26/19
RENTAL PERIOD ENDING: JULY
INDEX: 3YR GOVT C **RATE:** 1.480 **AS OF:** 06/26/19

SUB DIV	UNIT NUMBER	CLIENT DATA	IN SERV DATE	YEAR	MAKE	TYPE	CAP COST	BOOK VALUE	TERMS	MILEAGE	CHARGES			TAX			TOTAL AMOUNT	
											RENT	MGMT	INTEREST	GST/HST	GST / HST	CODE		RATE
MONTHLY BILLING TOTALS FOR DIVISION							01											
	RENT		4,450.90									UNITS IN SERVICE	#					BOOK VALUE
	INTEREST		3.85									CARS-ARI	0		.00			.00
	SUB-TOTAL		4,454.75									TRKS-ARI	8	325,565.00				.00
	GST		223.40									EQUIP-ARI	0		.00			.00
	TOTAL AMOUNT DUE ***		4,690.90									TOTAL ARI	8	325,565.00				.00
												CARS-NON ARI	0		.00			.00
												TRKS-NON ARI	0		.00			.00
												EQUIP-NON ARI	0		.00			.00
												TOTAL NON-ARI	0		.00			.00
												TOTAL	0	325,565.00				.00
												UNITS OUT OF SERVICE						
												CARS-ARI	0		.00			.00
												TRKS-ARI	0		.00			.00
												EQUIP-ARI	0		.00			.00
												TOTAL ARI	0		.00			.00
PROV		GST																
AT		223.40																
**		223.40																
REMIT TO: ARI FINANCIAL SERVICES T46163 PO BOX 46163 POSTAL STATION A TORONTO ON M5W4K-9																		
PLEASE BE ADVISED THAT THE FOLLOWING VEHICLES ARE BILLED THE FINAL RENTAL ON THIS INVOICE. IF YOU WISH TO REMOVE THE VEHICLES FROM SERVICE, PLEASE CONTACT YOUR SALES ADMINISTRATOR. IF NOT, AN EXTENDED RENTAL FEE WILL BE CHARGED.																		
			1P3564				1P3564											
			1P3564				1P3566											
			1P3564				1P3566											

MAIL TO
 VOICE CONTRIBUTION DEPT INC
 ATTN: ACCOUNTS PAYABLE
 7545 ST JEROME RD
 EDMONTON AB T6B-1G2

*** LEGEND**
*** - FIRST TIME ON BILL**

G.S.T. REG: #136025582RT
 Q.S.T. REG: #1015619615



ARI FINANCIAL SERVICES INC.
 400 FINCH AVE EAST, SUITE 100
 SCARBOROUGH, ONTARIO M1S 4T6
 TEL: (416) 291-1111
 FAX: (416) 291-1112
 WWW.ARI-FINANCIAL.COM

RENTAL INVOICE

REMIT TO:
 ARI FINANCIAL SERVICES T46163
 PO BOX 46163
 POSTAL STATION A
 TORONTO ON M5W4K-9

CLIENT CODE: 7072-01 **INVOICE NO.:** 109-744
DUE DATE: 09/15/19 **INVOICE DATE:** 09/15/19
RENTAL PERIOD ENDING: SEPTEMBER
INDEX: 3YR GOVT C **RATE:** 1.468 **AS OF:** 09/15/19

SUB DIV	UNIT NUMBER	CLIENT DATA	IN SERV DATE	YEAR	MAKE	TYPE	CAP COST	BOOK VALUE	TERMS	MO/LEAD	CHARGES				TAX			TOTAL AMOUNT
											RENT	MGMT	INTEREST	INTEREST	GST/HST	GST/HST	CODE	
	TR3507	TRD	04/24/15	14	GMC	T	40,215.00		48	53	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TR3508	TRD	04/29/15	14	GMC	T	40,215.00		48	53	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TP3576	TRD	01/06/15	15	CHEV	T	39,120.00		48	56	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TP3563		07/15/15	15	CHEV	T	39,120.00		48	50	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TP3564		07/14/15	15	CHEV	T	39,120.00		48	50	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TP3565		07/13/15	15	CHEV	T	39,120.00		48	50	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TP3566		07/14/15	15	CHEV	T	39,120.00		48	50	25.00	.00	.00	1.25	AR	0.000	.00	26.25
	TP3567		07/10/15	15	CHEV	T	39,120.00		48	50	25.00	.00	.00	1.25	AR	0.000	.00	26.25
SUB DIVISION				TOTAL			325,565.00	.00			200.00	.00	.00	10.00			.00	210.00
DIVISION	01			TOTAL			325,565.00	.00			200.00	.00	.00	10.00			.00	210.00

MAIL TO
 POLICE CONTRIBUTION BOARD
 ATTN: ACCOUNTS PAYABLE
 2345 ST. JEROME ST
 EDMONTON AB T6B 2G1

*** LEGEND**
*** - FIRST TIME ON BILL**

G.S.T. REG: #136025582RT
 Q.S.T. REG: #1015619615



ARI Financial Services Inc.
 2400 Sheppard Ave. E. Suite 400
 Toronto, Ontario M2N 6L1
 Tel: (416) 491-1111
 Fax: (416) 491-1112
 E-mail: info@ari.ca
 Website: www.ari.ca

RENTAL INVOICE

REMIT TO:
 ARI FINANCIAL SERVICES T46163
 PO BOX 46163
 POSTAL STATION A
 TORONTO ON M5W4K-9

CLIENT CODE: 7072-01 **INVOICE NO.:** 09/15/19
DUE DATE: 09/15/19 **INVOICE DATE:** 09/15/19
RENTAL PERIOD ENDING: SEPTEMBER
INDEX: 3YR GOVT P **RATE:** 1.460 **AS OF:** 09/15/19

SUB DIV	UNIT NUMBER	CLIENT DATA	IN SERV DATE	YEAR	MAKE	TYPE	CAP COST	BOOK VALUE	TERMS	B MOLE D	CHARGES			TAX			TOTAL AMOUNT	
											RENT	MGMT	INTEREST	GST/HST	GST / HST	CODE		RATE
MONTHLY BILLING TOTAL		FOR DIVISION				01												
	RENT											UNITS IN SERVICE	#					BOOK VALUE
	SUB TOTAL											CARS-ARI	0					00
	9.1											TRKS-ARI	8	325	565.00			00
												EQUIP-ARI	0		00			00
	TOTAL AMOUNT DUE ***											TOTAL ARI	8	325	565.00			00
												CARS-NON ARI	0		00			00
												TRKS-NON ARI	0		00			00
												EQUIP-NON ARI	0		00			00
												TOTAL NON-ARI	0		00			00
												TOTAL	0	325	565.00			00
												UNITS OUT OF SERVICE						
												CARS-ARI	0		00			00
												TRKS-ARI	0		00			00
												EQUIP-ARI	0		00			00
												TOTAL ARI	0		00			00
PROV		GST				HST												
AL		10.00																
**		10.00																
REMIT TO:		ARI FINANCIAL SERVICES T46163 PO BOX 46163 POSTAL STATION A TORONTO ON M5W4K-9																

MAIL TO
 VOICE CONTRIBUTION OPEN BILL
 ATTN: ACCOUNTS PAYABLE
 7545 YONGE STREET 12W
 RICHMOND HILL ONT L4B 1G9

*** LEGEND**
*** - FIRST TIME ON BILL**

G.S.T. REG: #136025582RT
 Q.S.T. REG: #1015619615



ARI FINANCIAL SERVICES INC.
 100 EASTERN AVENUE, 10TH FLOOR
 TORONTO, ONTARIO M4M 1B7
 TEL: (416) 593-8000
 FAX: (416) 593-8001
 120 EASTERN AVENUE, WEST
 TORONTO, ONTARIO M4M 1B7
 TEL: (416) 593-8000
 FAX: (416) 593-8001

RENTAL INVOICE

REMIT TO:
 ARI FINANCIAL SERVICES T46163
 PO BOX 46163
 POSTAL STATION A
 TORONTO ON M5W4K-9

CLIENT CODE: 7072-01 INVOICE NO.: 001191
 DUE DATE: 08/15/19 INVOICE DATE: 07/26/19
 RENTAL PERIOD ENDING: AUGUST
 INDEX: 3YR GOVT C RATE: 1.390 AS OF: 08/01/18

PAGE 1

SUB DIV	UNIT NUMBER	CLIENT DATA	IN SERV DATE	YEAR	MAKE	TYPE	CAP COST	BOOK VALUE	TERM S	BOLDED	CHARGES				TAX			TOTAL AMOUNT
											RENT	MGMT	INTEREST INTEREST	GST/HST	GST/HST	CODE	RATE	
	TR3507	TRD	04/24/15	14	GMC	T	40,215.00		48	52	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TR3508	TRD	04/29/15	14	GMC	T	40,215.00		48	52	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP1576	TRD	01/06/15	15	CHEV	T	39,120.00		48	55	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP3563		07/15/15	15	CHEV	T	39,120.00		48	49	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP1564		07/13/15	15	CHEV	T	39,120.00		48	49	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP3565		07/13/15	15	CHEV	T	39,120.00		48	49	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP3566		07/14/15	15	CHEV	T	39,120.00		48	49	25.00	.00	.00	1.25	AB	0.000	.00	26.25
	TP3567		07/10/15	15	CHEV	T	39,120.00		48	49	25.00	.00	.00	1.25	AB	0.000	.00	26.25
SUB DIVISION					TOTAL	#	325,565.00	.00			200.00	.00	.00	10.00			.00	210.00
DIVISION	01				TOTAL	#	325,565.00	.00			200.00	.00	.00	10.00			.00	210.00

MAIL TO
 VOICE CONSTRUCTION DEPT 010
 ARI FINANCIAL SERVICES
 100 EASTERN AVENUE
 TORONTO ONTARIO M4M 1B7

*** LEGEND**
 *- FIRST TIME ON BILL
 G.S.T. REG: #136025582RT
 Q.S.T. REG: #1015619615

RENTAL INVOICE



ARI FINANCIAL SERVICES LTD
 9000 SHEPPARD AVENUE EAST
 SUITE 1000
 SCARBOROUGH, ONTARIO M1S 1T5
 TEL: (416) 291-1111
 FAX: (416) 291-1112

REMIT TO:
 ARI FINANCIAL SERVICES T46163
 PO BOX 46163
 POSTAL STATION A
 TORONTO ON M5W4K-9

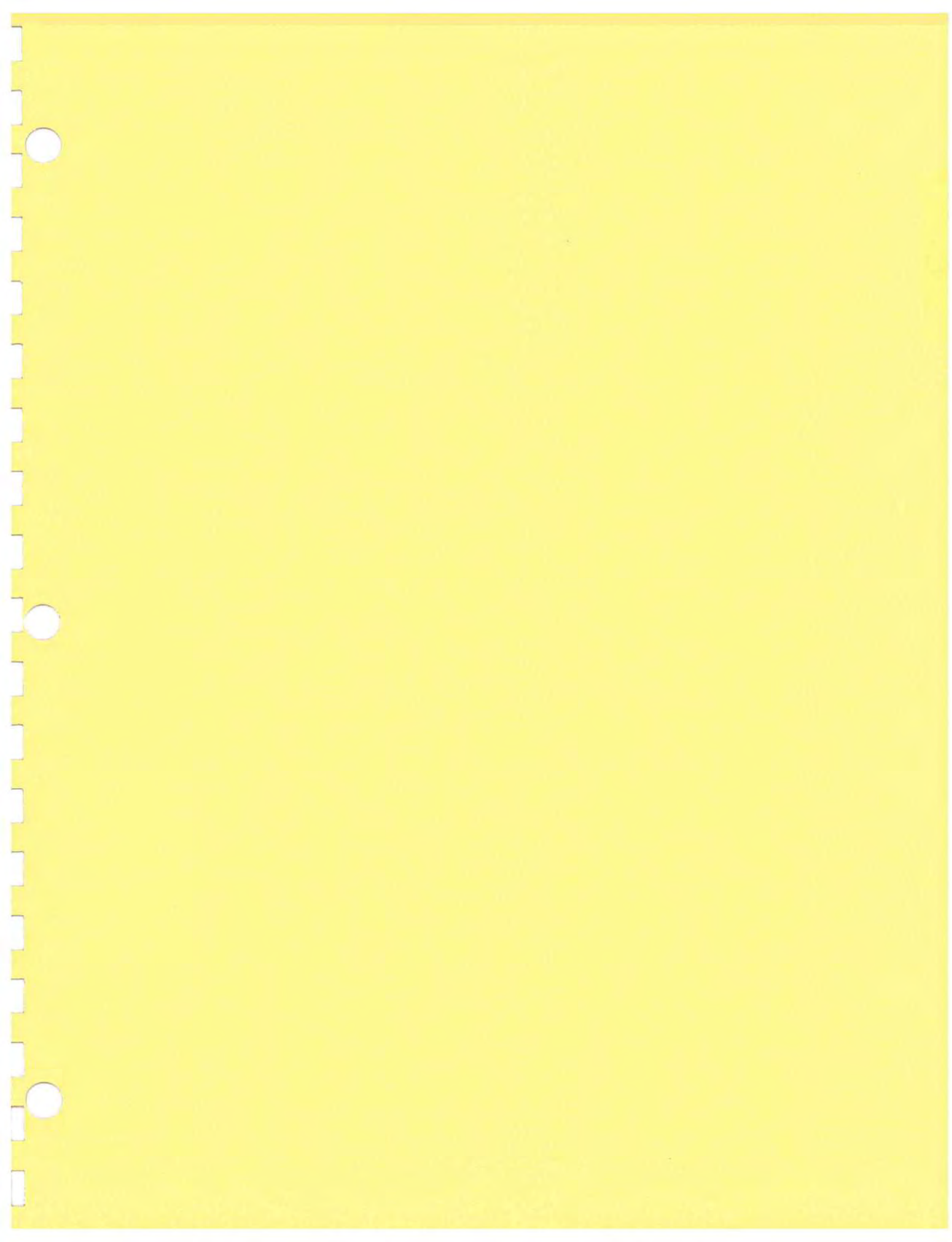
CLIENT CODE: 7072-01 **INVOICE NO.:** 067193
DUE DATE: 08/15/19 **INVOICE DATE:** 07/26/19
RENTAL PERIOD ENDING: AUGUST
INDEX: 3YR GOVT C **RATE:** 1.390 **AS OF:** 07/26/19

SUB DIV	UNIT NUMBER	CLIENT DATA	IN SERV DATE	YEAR	MAKE	TYPE	CAP COST	BOOK VALUE	TERMS	MOS	B	CHARGES			TAX			TOTAL AMOUNT		
												RENT	MGMT	INTEREST	GST/HST	GST / HST	CODE		RATE	AMOUNT
MONTHLY BILLING TOTALS FOR DIVISION												UNITS IN SERVICE		CAP COST		BOOK VALUE				
RENT												CARS-ARI		.00		.00				
SUB-TOTAL												TRKS-ARI		8		325,565.00		.00		
G.S.T.												EQUIP-ARI		0		.00		.00		
TOTAL AMOUNT DUE ***												TOTAL ARI		8		325,565.00		.00		
												CARS-NON-ARI		0		.00		.00		
												TRKS-NON-ARI		0		.00		.00		
												EQUIP-NON-ARI		0		.00		.00		
												TOTAL NON-ARI		0		.00		.00		
												TOTAL		0		325,565.00		.00		
												UNITS OUT OF SERVICE								
												CARS-ARI		0		.00		.00		
												TRKS-ARI		0		.00		.00		
												EQUIP-ARI		0		.00		.00		
												TOTAL ARI		0		.00		.00		
PROV		GST		HST		PST														
AT		10.00																		
**		10.00																		
REMIT TO:																				
ARI FINANCIAL SERVICES T46163																				
PO BOX 46163																				
POSTAL STATION A																				
TORONTO ON M5W4K-9																				

MAIL TO:
 VOICE CONSTRUCTION GROUP LTD
 ATTN: ACCOUNTS PAYABLE
 2545 W. STEELES ST
 RICHMOND HILL ONT L4B 1G2

*** LEGEND**
*** - FIRST TIME ON BILL**

G.S.T. REG: #136025582RT
 Q.S.T. REG: #1015619615



APPENDIX E – GRANDE TIRE INC. OPINION



September 23, 2019

Delivered Via Email

Alvarez & Marsal Canada Inc.
Bow Valley Square IV
Suite 1110, 250 - 6th Avenue SW
Calgary, AB T2P 3H7

Attention: Orest Konowalchuk

Dear Mr. Konowalchuk:

Stephanie A. Wanke
Direct Line: 780.429.9722
Direct Fax: 780.424.5866
swanke@millerthomson.com

File: 182818.4

**Re: In the Receivership of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd. and 2012422 Alberta Ltd., (collectively, the "Debtors")
Opinion on the Security of Grande Tire Inc.**

In accordance with your instructions to provide a security opinion with respect to the claim of Grande Tire Inc. ("**Grande Tire**") as a secured creditor of the Debtors, we have reviewed the following:

1. The copies of the documents provided by Grande Tire described in Schedule "A" (collectively referred to as the "**Securities**") and provided herewith; and
2. The Alberta Personal Property Registry ("**PPR**") searches with respect to the Debtors.

Opinion

Based on the foregoing, and subject to the following comments, assumptions, limitations, and qualifications, we are the following opinion:

1. The Securities do not constitute Grande Tire as a "secured creditor" as that term is defined pursuant to the provisions of the Bankruptcy and Insolvency Act.

With respect to the preceding, we wish to make the following comments:

1. Grande Tire has registered a security agreement at the PPR against the following equipment of the Debtors:
 - (a) 2015 GMC 5500 (s/n 1GT12YEG9FF5266D5) by Registration 19062524320 on June 25, 2019;
 - (b) 2001 Aspen HHT/RL Trailer (s/n 2A96B50342N125148) by Registration 19062524879 on June 25, 2019; and

- (c) 2014 Caterpillar 272D (s/n B5W00466) by Registration 19062525165 on June 25, 2019.
2. We have reviewed the documents provided by Grande Tire in support of its PPR registrations and conclude that they do not grant Grande Tire a security interest in the above described equipment.
3. Grande Tire has registered a garage keeper's lien against a 2014 Dodge 5500 (s/n 3C7WRNBL8FG530714). We have not provided an opinion with respect to the garage keeper's lien in this letter.

Assumptions

In the provision of this opinion, we have relied upon the aforementioned documents and have made the following assumptions:

1. Any photocopies of the Securities are true copies of the originals of which they purport to be;
2. We have assumed that, except as noted herein:
 - (a) Each of the Securities have been duly authorized, executed and delivered by authorized signing authorities for the parties thereto; and
 - (b) The Debtors have the necessary capacity to execute, deliver, observe and perform the obligations under the Securities to which each is a party and to do all such acts and things as are required under the Securities to which each is a party to be done, observed and performed by it, in accordance with the provisions thereof.
3. That we are in possession of all relevant agreements and none of the Securities have been amended except as provided in the Securities;
4. That the Debtors, Grande Tire or any of them have not waived any rights or remedies under the Securities or have otherwise become disentitled from relying on such rights and remedies;
5. That Grande Tire gave adequate consideration to the Debtors to support the granting of the Securities;
6. That there does not exist any Unanimous Shareholders Agreement or any By-Laws that may affect the Securities;
7. That all of the Equipment has been accurately and fully described, and in particular, the serial numbers of any serial number goods (as that term is defined in the Alberta *Personal Property Security Act*, RSA 2000, c P-7 (the "*PPSA*"), have been accurately described in the Securities;



8. That the Debtors are the legal and beneficial owners of the collateral set out in the Securities or had sufficient rights in the collateral described in the Securities to satisfy the provisions of the applicable the *PPSA*;
9. That none of the collateral set out in the Securities are “fixtures” as that term is defined in the applicable *PPSA*; and
10. That all particulars of registration provided and endorsed on the Securities are indicative of the actual particulars of registration.

Limitations

In addition, our opinion is limited to the following extent:

1. We have not examined the circumstances under which the Securities were granted to Grande Tire and therefore, we are not in a position to, and render no opinion, in relation to whether or not the granting of the Securities is either a fraudulent preference under the fraudulent preference legislation or a reviewable transaction pursuant to the provisions of the *Bankruptcy and Insolvency Act*. If you have any information which would suggest that the transactions fall within the provisions of this legislation, we would be happy to review the material and render a subsequent opinion to you.
2. This opinion was prepared for and is for the benefit of Alvarez & Marsal Canada Inc. only and is limited to the validity and enforceability of the Securities. It does not opine on the priority of the Securities *vis-à-vis* other security interests.
3. This opinion is limited to the laws of the Province of Alberta and the Dominion of Canada and such further laws as we deem relevant and takes into account the laws that exist as at the date of the giving of this opinion.
4. We have assumed that the enforceability of any of the Securities and the rights and remedies set out therein or any judgment arising out of or in connection therewith are subject to applicable bankruptcy, insolvency, winding-up, reorganization, arrangement, moratorium and other similar laws affecting creditors and creditors' rights generally.
5. The enforceability of any of the Securities is subject to general equitable principles in the Province of Alberta, including that to the effect that the availability of equitable or extraordinary remedies, such as specific performance and injunctive relief, is subject to the discretion of a competent court before which any such proceedings maybe brought and may not be available as a remedy in any proceedings brought to enforce the rights of a creditor.



Schedule "A" – Securities

1. Invoice GT89639 dated March 11, 2019.
2. Work Order 41375 dated March 8, 2019.
3. Invoice GT90129 dated April 8, 2019.
4. Invoice GT90381 dated April 16, 2019.
5. Invoice GT90485 dated April 23, 2019 with respect to 2001 Aspen HHT/RL (s/n 2A96B50342N125148).
6. Work Order 46581 dated April 22, 2019 with respect to 2001 Aspen HHT/RL (s/n 2A96B50342N125148).





**APPENDIX F – JIM PATTISON INDUSTRIES
LTD. OPINION**



MILLER THOMSON

AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

September 23, 2019

Delivered Via Email

Alvarez & Marsal Canada Inc.
Bow Valley Square IV
Suite, 1110, 250 - 6th Avenue SW
Calgary, AB T2P 3H7

Stephanie A. Wanke
Direct Line: 780.429.9722
Direct Fax: 780.424.5866
swanke@millerthomson.com

File: 182818.4

Attention: Orest Konowalchuk

Dear Mr. Konowalchuk:

**Re: In the Receivership of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd. and 2012422 Alberta Ltd., (collectively, the "Debtors")
Opinion on the Security of Jim Pattison Industries Ltd.**

In accordance with your instructions to provide a security opinion with respect to the claim of Jim Pattison Industries Ltd. ("**Jim Pattison**") as a secured creditor of the Debtors, we have reviewed the following:

1. The copies of the documents provided by Jim Pattison described in Schedule "A" (collectively referred to as the "**Securities**"); and
2. The Alberta Personal Property Registry ("**PPR**") searches with respect to the Debtors.

Opinion

Based on the foregoing, and subject to the following comments, assumptions, limitations, and qualifications, we are of the following opinion:

1. The Securities are valid and enforceable;
2. The Securities constitute Jim Pattison as a "secured creditor" as that term is defined pursuant to the provisions of the *Bankruptcy and Insolvency Act*; and
3. The Securities have been duly registered in all registries within the Province of Alberta where registration is necessary or desirable to preserve, protect and perfect the security interest granted under the Securities, subject to the following comments herein;

With respect to the preceding, please note:

1. Jim Pattison provided a Commercial Motor Vehicle Master Lease Agreement between Jim Pattison Industries and Voice Construction Limited dated March 25,

2011 (the "**Master Lease Agreement**"), a Master Fleet Management Agreement made between Jim Pattison and Voice Construction OPCO ULC dated August 31, 2015 (the "**Fleet Agreement**") and 39 separate "Lease Order – Open End" documents made between Jim Pattison and Voice Construction OPCO ULC (the "**Leases**").

The Leases refer to a Commercial Motor Vehicle Master Lease Agreement between Jim Pattison, as lessor, and Voice Construction OPCO ULC and we made a request from Jim Pattison for a copy of that document. We were advised by Jim Pattison that their understanding was that Voice Construction Limited was a former name of Voice Construction OPCO ULC, however corporate searches of Voice Construction OPCO ULC and Voice Construction Ltd. do not support that claim.

Contract law clearly limits the application of a contract to the parties to the contract, unless a principled exception applied to relax the doctrine of privity of contract: *Fraser River Pile & Dredge Ltd. v. Can-Dive Services Ltd.*, [1999] 3 S.C.R. 108.

We note also that the Master Lease Agreement contains a prohibition on assignment by Voice Construction Ltd. at paragraph 22 and an entire agreement clause at paragraph 25.

As a result of the doctrine of privity of contract, it is our opinion that the Master Lease Agreement with Voice Construction Limited does not apply to the Leases made with Voice Construction OPCO ULC.

2. The Leases say that they are page 1 of 2. For many of the Leases we have not been provided page 2.
3. The Commercial Motor Vehicle Master Lease Agreement, the Master Fleet Management Agreement and an example of a Lease and Delivery Receipt are provided herewith.
4. Each of the Leases constitutes a lease for a term of more than one year. Pursuant to s. 1(1)(tt) of the *Personal Property Security Act*, RSA 2000, c. P-7 ("**PPSA**"), the interest of a lessor under a lease for a period of more than one year constitutes a security interest, as well as, pursuant to s. 1(1)(ll), a purchase-money security interest.
5. Each of the Leases is with respect to equipment that constitutes serial number goods as well as mobile goods under the *PPSA*.
6. It is our opinion that, pursuant to each Lease, Jim Pattison as lessor has an interest for the unpaid monthly rental costs, as well as the amount indicated as the "Guaranteed Residual Value".

Jim Pattison has provided a payout schedule for each of the Leases, per lease, as well as providing a claim for \$80,000 for fuel and maintenance under the Fleet Agreement.



We recommend that Jim Pattison provide the calculation for the payout amounts provided for the Leases.

7. It is our opinion that Jim Pattison's claim for fuel and maintenance under the Fleet Agreement does not constitute an interest of Jim Pattison under the Leases and is therefore not included in the deemed security interests created by the Leases.
8. The security interests created by the Leases are specific to each lease and are not cross-collateralized.
9. As the Leases are with respect to mobile goods, and Voice Construction OPCO ULC is located in Alberta, the priority of secured creditors is governed by registrations in the Alberta Personal Property Registry: s. 7 of the *PPSA*.
10. As the Leases are with respect to serial number goods, priority is governed first by valid registration by serial number (s. 35(4) of the *PPSA*), followed by valid registrations without serial numbers.
11. Jim Pattison has registered first by serial number in the Alberta Personal Property Registry with respect to the equipment it leased to Voice Construction OPCO ULC provided in Schedule "B".
12. Maynbridge Capital Inc. has the first Alberta Personal Property Registry security registration by serial number with respect to the equipment leased by Jim Pattison to Voice Construction OPCO ULC provided in Schedule "C". For those pieces of equipment, Jim Pattison has the second Alberta Personal Property Registry security registrations by serial number.
13. We note that a number of the Jim Pattison pieces of equipment have registered garage keeper's liens, which would have priority over Jim Pattison's security registrations, to the extent of their validity.

Assumptions

In the provision of this opinion, we have relied upon the aforementioned documents and have made the following assumptions:

1. Any photocopies of the Securities are true copies of the originals of which they purport to be;
2. We have assumed that, except as noted herein:
 - (a) Each of the Securities have been duly authorized, executed and delivered by authorized signing authorities for the parties thereto; and
 - (b) The Debtors have the necessary capacity to execute, deliver, observe and perform the obligations under the Securities to which each is a party and to do all such acts and things as are required under the Securities to which each is a party to be done, observed and performed by it, in accordance with the provisions thereof.



3. That we are in possession of all relevant agreements and none of the Securities have been amended except as provided in the Securities;
4. That the Debtors, Jim Pattison or any of them have not waived any rights or remedies under the Securities or have otherwise become disentitled from relying on such rights and remedies;
5. That Jim Pattison gave adequate consideration to the Debtors to support the granting of the Securities;
6. That there does not exist any Unanimous Shareholders Agreement or any By-Laws that may affect the Securities;
7. That all of the Equipment has been accurately and fully described, and in particular, the serial numbers of any serial number goods (as that term is defined in the Alberta *Personal Property Security Act*, RSA 2000, c P-7 (the "*PPSA*"), have been accurately described in the Securities;
8. That the Debtors are the legal and beneficial owners of the collateral set out in the Securities or had sufficient rights in the collateral described in the Securities to satisfy the provisions of the applicable the *PPSA*;
9. That none of the collateral set out in the Securities are "fixtures" as that term is defined in the applicable *PPSA*; and
10. That all particulars of registration provided and endorsed on the Securities are indicative of the actual particulars of registration.

Limitations

In addition, our opinion is limited to the following extent:

1. We have not examined the circumstances under which the Securities were granted to Jim Pattison and therefore, we are not in a position to, and render no opinion, in relation to whether or not the granting of the Securities is either a fraudulent preference under the fraudulent preference legislation or a reviewable transaction pursuant to the provisions of the *Bankruptcy and Insolvency Act*. If you have any information which would suggest that the transactions fall within the provisions of this legislation, we would be happy to review the material and render a subsequent opinion to you.
2. This opinion was prepared for and is for the benefit of Alvarez & Marsal Canada Inc. only and is limited to the validity and enforceability of the Securities. It does not opine on the priority of the Securities *vis-à-vis* other security interests.
3. This opinion is limited to the laws of the Province of Alberta and the Dominion of Canada and such further laws as we deem relevant and takes into account the laws that exist as at the date of the giving of this opinion.



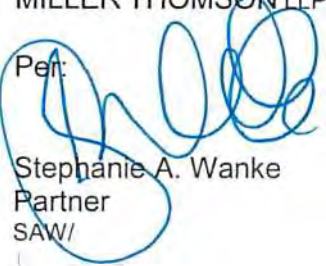
4. We have assumed that the enforceability of any of the Securities and the rights and remedies set out therein or any judgment arising out of or in connection therewith are subject to applicable bankruptcy, insolvency, winding-up, reorganization, arrangement, moratorium and other similar laws affecting creditors and creditors' rights generally.
5. The enforceability of any of the Securities is subject to general equitable principles in the Province of Alberta, including that to the effect that the availability of equitable or extraordinary remedies, such as specific performance and injunctive relief, is subject to the discretion of a competent court before which any such proceedings maybe brought and may not be available as a remedy in any proceedings brought to enforce the rights of a creditor.

Should you have any questions or concerns with respect to the preceding, please do not hesitate to contact our office.

Yours truly,

MILLER THOMSON LLP

Per:


Stephanie A. Wanke
Partner
SAW/



Schedule "A" – Security

1. Commercial Motor Vehicle Master Lease Agreement between Jim Pattison Industries and Voice Construction Limited dated March 25, 2011.
2. Lease Order 8021782 for 2014 GMC Sierra 1500HD (s/n 3GTU2UEC5EG280779) dated December 3, 2013.
3. Lease Order 8021781 for 2014 GMC Sierra 1500HD (s/n 3GTU2UEC5EG280782) dated December 3, 2013.
4. Lease Order 8021779 for 2014 GMC Sierra 1500HD (s/n 3GTU2UEC9EG280784) dated December 3, 2013.
5. Lease Order 8019863 for 2013 GMC Sierra 1500 (s/n 3GTP2WE73DG229811) dated December 21, 2012.
6. Lease Order 8012152 for 2015 Dodge Ram 5500 HD (s/n 3C7WRNBL8FG530714) dated August 27, 2015.
7. Lease Order 8011690 for 2015 Ford F-150 (s/n 1FTFW1EG6FFB64511) dated June 25, 2015.
8. Lease Order 8011579 for 2015 Chevrolet Silverado 2500HD (s/n 1GC1KVEG4FF663966) dated June 15, 2015.
9. Lease Order 8011578 for 2015 Chevrolet Silverado 2500HD (s/n 1GC1KVEG1FF665920) dated June 15, 2015.
10. Lease Order 8011577 for 2015 Chevrolet Silverado 2500HD (s/n 1GC1KVEG3FF665403) dated June 15, 2015.
11. Lease Order 8011576 for 2015 Chevrolet Silverado 2500HD (s/n 1GC1KVEG8FF666384) dated June 15, 2015.
12. Lease Order 8011574 for 2015 Chevrolet Silverado 2500HD (s/n 1GC1KVEG5FF663877) dated June 15, 2015.
13. Lease Order 8007218 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG3FF177330) dated August 7, 2014.
14. Lease Order 8007217 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG7FF177735) dated August 7, 2014.
15. Lease Order 8007216 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG7FF177573) dated August 7, 2014.

16. Lease Order 8007215 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG1FF177665) dated August 7, 2014.
17. Lease Order 8007214 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG3FF178834) dated August 7, 2014.
18. Lease Order 8007213 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG8FF176898) dated August 7, 2014.
19. Lease Order 8007212 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG7FF177475) dated August 7, 2014.
20. Lease Order 8007211 for 2015 GMC Sierra 2500HD (s/n 1GT12YEG0FF175700) dated August 7, 2014.
21. Lease Order 8007210 for 2015 GMC Sierra 2500HD (s/n 1GT12YREG7FF175533) dated August 7, 2014.
22. Lease Order 8007209 for 2015 GMC Sierra 2500HD (s/n 1GTR12YEG3FF175464) dated August 7, 2014.
23. Lease Order 8062331 for 2018 Chevrolet Silverado 1500 (s/n 1GCUKRECXJF172764) dated February 23, 2018 (BC).
24. Lease Order 8061306 for 2018 Chevrolet Silverado 1500 (s/n 1GCUKNEC4JF159081) dated January 30, 2018 (BC).
25. Lease Order 8059821 for 2018 Ford Transit Connect Van (s/n NM0LS7F77J1352795) dated January 2, 2018.
26. Lease Order 8058806 for 2018 Chevrolet Silverado 1500 (s/n 3GCUKNEC5JG133569) dated December 20, 2017.
27. Lease Order 8058803 for 2018 Chevrolet Silverado 1500 (s/n 1GCUKNECXJF174428) dated December 20, 2017.
28. Lease Order 8049218 for 2017 Ford Super Duty F-750 (s/n 1FDPF7DC3HDB03617) dated September 7, 2017.
29. Lease Order 8048531 for 2017 Ford Transit Connect Van XLT (s/n NM0LS7F74H1315357) dated August 17, 2017.
30. Lease Order 8048530 for 2017 Ford Transit Connect Van XLT (s/n NM0LS7F77H1315661) dated August 17, 2017.
31. Lease Order 8043840 for 2017 Ford F-150 Limited (s/n 1FTEW1EG3HFB43825) dated May 9, 2017.
32. Lease Order 8043638 for 2017 Chevrolet Silverado 1500 (s/n 3GCUKSEC5HG232501) dated April 26, 2017.

33. Lease Order 8043540 for 2017 Chevrolet Silverado 1500 (s/n 3GCUKSEC9HG181942) dated April 24, 2017.
34. Lease Order 8043510 for 2017 Chevrolet Silverado 1500 (s/n 3GCUKSEC0HG185510) dated April 24, 2017.
35. Lease Order 8031523 for 2016 Ford Econoline Commercial Cutaway E-450 Super Duty (s/n 1FD0W5HY8HEB12612) dated July 20, 2016.
36. Lease Order 8030893 for 2017 Ford Super Duty F-550 (s/n 1FD0W5HY8HEB12612) dated July 6, 2016.
37. Lease Order 8022540 for 2014 Ford F-350 (s/n 1FDRF3H63EEA87978) dated December 3, 2013.
38. Lease Order 8022057 for 2014 Ford F-150 (s/n 1FTFW1ETXEFC78362) dated October 20, 2014.
39. Lease Order 8021784 for 2014 GMC Sierra 1500HD (s/n 3GTU2UEC1EG280780) dated December 3, 2013.
40. Lease Order 8021783 for 2014 GMC Sierra 1500HD (s/n 3GTU2UECXEG280776) dated December 3, 2013.
41. Delivery Receipt 8011577 dated September 4, 2015.
42. Delivery Receipt 8011576 dated September 10, 2015.
43. Delivery Receipt 8011574 dated September 4, 2015.
44. Delivery Receipt 8007218 dated September 3, 2014.
45. Delivery Receipt 8007217 dated August 21, 2014.
46. Delivery Receipt 8007216 dated August 21, 2014.
47. Delivery Receipt 8007215 dated August 21, 2014.
48. Delivery Receipt 8007214 dated August 21, 2014.
49. Delivery Receipt 8007213 dated August 21, 2014.
50. Delivery Receipt 8007212 dated August 21, 2014.
51. Delivery Receipt 8007211 dated August 21, 2014.
52. Delivery Receipt 8007210 dated August 21, 2014.
53. Delivery Receipt 8007209 dated August 21, 2014.
54. Delivery Receipt 8062331 dated March 5, 2018.

55. Delivery Receipt 8061306 dated February 7, 2018.
56. Delivery Receipt 8059821 dated January 12, 2018.
57. Delivery Receipt 8058806 dated January 2, 2018.
58. Delivery Receipt 8058803 dated January 2, 2018.
59. Delivery Receipt 8049218 dated September 15, 2017.
60. Delivery Receipt 8048531 dated August 25, 2017.
61. Delivery Receipt 8048530 dated August 25, 2017.
62. Delivery Receipt 8043840 dated May 3, 2017.
63. Delivery Receipt 8043638 dated April 28, 2017.
64. Delivery Receipt 8043540 dated April 25, 2017.
65. Delivery Receipt 8043510 dated April 25, 2017.
66. Delivery Receipt 8031523 dated July 29, 2016.
67. Delivery Receipt 8030893 dated October 13, 2016.
68. Delivery Receipt 8022540 dated December 4, 2013.
69. Delivery Receipt 8022057 dated October 21, 2014.
70. Delivery Receipt 8021784 dated December 4, 2013.
71. Delivery Receipt 8021783 dated December 4, 2013.
72. Delivery Receipt 8021782 dated December 4, 2013.
73. Delivery Receipt 8021781 dated December 4, 2013.
74. Delivery Receipt 8021779 dated December 4, 2013.
75. Delivery Receipt 8019863 dated December 21, 2012.
76. Delivery Receipt 8012152 dated September 28, 2015.
77. Delivery Receipt 8011690 dated June 25, 2015.
78. Delivery Receipt 8011579 dated September 4, 2015.
79. Delivery Receipt 8011578 dated September 9, 2015.

SCHEDULE "B" – FIRST REGISTERED EQUIPMENT

VIN	Year	Make	Model	BUYOUT June 30
1GT12YEG3FF175464	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG7FF175533	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG0FF175700	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG7FF177475	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG8FF176898	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG3FF178834	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG1FF177665	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG7FF177573	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG7FF177735	2015	GMC	SIERRA 2500HD	\$195.00
1GT12YEG3FF177330	2015	GMC	SIERRA 2500HD	\$195.00
1GC1KVEG5FF663877	2015	CHEVROLET	SILVERADO 2500HD	\$3,304.22
1GC1KVEG8FF666384	2015	CHEVROLET	SILVERADO 2500HD	\$3,320.32
1GC1KVEG3FF665403	2015	CHEVROLET	SILVERADO 2500HD	\$3,320.32
1GC1KVEG1FF665920*	2015	CHEVROLET	SILVERADO 2500HD	\$3,320.32
1GC1KVEG4FF663966	2015	CHEVROLET	SILVERADO 2500HD	\$3,320.32
1FTFW1EG6FFB64511	2015	FORD	F-150	\$196.00
3C7WRNBL8FG530714	2015	RAM	5500	\$43,737.69
3GTP2WE73DG229811	2013	GMC	SIERRA 1500	\$195.00
1FTFW1ETXEFC78362	2014	FORD	F-150	\$195.00
1FD0W5HY8HEB12612	2017	FORD	SUPER DUTY F-550 DRW	\$88,618.46
1FD0W5HY8HEB12612	2017	FORD	SUPER DUTY F-550 DRW	\$88,618.46
1FDFE4FS3GDC29542	2016	FORD	ECONOLINE COMMERCIAL CUTAWAY	\$39,342.47
3GCUKSEC0HG185510	2017	CHEVROLET	SILVERADO 1500	\$28,406.13
3GCUKSEC9HG181942	2017	CHEVROLET	SILVERADO 1500	\$28,406.13
3GCUKSEC5HG232501	2017	CHEVROLET	SILVERADO 1500	\$26,465.81
1FTEW1EG3HFB43825	2017	FORD	F-150	\$33,406.51
NM0LS7F77H1315661	2017	FORD	TRANSIT CONNECT VAN	\$17,085.72
NM0LS7F74H1315357	2017	FORD	TRANSIT CONNECT VAN	\$17,085.72
1FDPF7DC3HDB03617	2017	FORD	SUPER DUTY F-750 STRAIGHT FRAME	\$90,233.06
1GCUKNECXJF174426**	2018	CHEVROLET	SILVERADO 1500	\$29,579.99
3GCUKNEC5JG133569	2018	CHEVROLET	SILVERADO 1500	\$29,490.31
NM0LS7F77J1352795	2018	FORD	TRANSIT CONNECT VAN	\$20,223.04
1GCUKNEC4JF159081	2018	CHEVROLET	SILVERADO 1500	\$31,069.97
1GCUKRECXJF172764	2018	CHEVROLET	SILVERADO 1500	\$36,496.90

*Green highlights indicate that location is not confirmed.

SCHEDULE "C" – SUBORDINATE REGISTERED EQUIPMENT

VIN	Year	Make	Model	BUYOUT June 30
3GTU2UEC9EG280784	2014	GMC	SIERRA 1500	\$195.00
3GTU2UEC5EG280782	2014	GMC	SIERRA 1500	\$195.00
3GTU2UEC5EG280779	2014	GMC	SIERRA 1500	\$195.00
3GTU2UECXEG280776	2014	GMC	SIERRA 1500	\$195.00
3GTU2UEC1EG280780	2014	GMC	SIERRA 1500	\$195.00
1FDRF3H63EEA87978	2014	FORD	SUPER DUTY F-350 DRW	\$195.00

COMMERCIAL MOTOR VEHICLE MASTER LEASE AGREEMENT

CUSTOMER NO. (205762)

This Agreement dated as of the 25th day of March, 2011

BETWEEN: JIM PATTISON INDUSTRIES LTD., doing business as JIM PATTISON LEASE ("JPL") incorporated under the laws of BC, together with its successors and assigns and carrying on business at 1235-73rd Avenue S.E., CALGARY, ALBERTA T2H 2X1

AND: VOICE CONSTRUCTION LIMITED
("Lessee") having an address at 7545 52 STREET, EDMONTON, AB T6B 2G2

WHEREAS JPL is in the business of leasing motor Vehicle(s) and the Lessee wishes to enter into this Agreement to lease one or more motor Vehicle(s).

WITNESSES in consideration of the terms and conditions contained herein the parties agree as follows:

1. **DEFINITIONS:** Each reference in this Agreement to any of the following terms, whether singular or plural, shall have the meaning for that term stated in this Section 1;

<u>Charge</u>	-All costs, charges and amounts at any time due JPL from Lessee in connection with this Lease Agreement.
<u>Excess Kilometre Charges</u>	-The amount that may become payable by Lessee to JPL pursuant to Section 14 of this Lease.
<u>Lease</u>	-This entire agreement with all Lease Orders, Vehicle Records and other attachments, which refer to this Lease.
<u>Lease Order</u>	-Any vehicle Lease Order, executed and delivered by Lessee and accepted by JPL, referring to this Lease and containing the description of a Vehicle to be purchased by JPL from its supplier and leased to Lessee. A Lease Order may also describe services to be furnished by JPL, Charges and other data and terms relating to the Vehicle and this Lease.
<u>Lessee</u>	-All of the undersigned executing and delivering this Lease as Lessee (and if there is more than one such undersigned, all of the provisions of this Lease shall be on a joint and several basis on the part of each of the undersigned Lessees).
<u>Monthly Payment</u>	-The total of the monthly Charges itemized on a Lease Order and/or Vehicle Record and payable each month by Lessee to JPL.
<u>Term</u>	-The term of this Lease in respect of a Vehicle as set out in the Vehicle Record.
<u>Vehicle</u>	-All of the property described in each Vehicle Record or Lease Order attached hereto, including all attachments and accessories attached at the time of delivery or installed thereon by Lessee.
<u>Vehicle Record</u>	-Any Vehicle Record, delivered to Lessee, referring to this Lease (identifying one or more Vehicle(s) subject to this Lease or used in connection with such motor vehicle, trailer or equipment and all betterments and substitutions or replacements for such accessories, parts and equipment.

2. **LEASE OF VEHICLE(S):** JPL leases to Lessee and Lessee hereby rents, leases and hires from JPL on the terms and conditions set out in this Lease, each Vehicle described in each Lease Order or Vehicle Record attached hereto.

3. **TERMS AND RATES:** Lessee agrees with JPL:

- a) that no Lease Order or Vehicle Record shall be binding until accepted by JPL and that the length of the Term and the base rent and Charges payable in respect of a Vehicle shall be as set forth in the Vehicle Record and the Monthly Payment for each month set forth in the Vehicle Record shall be payable monthly in advance on the first day of each month of the Term or any renewal thereof and if delivery of the Vehicle is made or tendered on any day other than the first day of a month, (i) Lessee shall pay a pro-rated amount (Interim Rent) calculated by dividing the number of days the Lease is in effect in each such month by 30 days and multiplying the product thereof by the Monthly Payment in accordance with the applicable Lease Order or Vehicle Record (ii) JPL shall render to Lessee an invoice for the first such interim rental payment and, (iii) the Lease Term shall be calculated from the first of the month following the month in which delivery takes place as specified in the Vehicle Record;

- b) that if the interest rate or any other cost as set forth in a Lease Order changes between the date the Lease Order is signed or otherwise approved by Lessee and the date the Vehicle described in such Lease Order is delivered to Lessee, Lessee authorizes JPL to adjust the Monthly Payment for such Vehicle and agrees to pay the Monthly Payment set forth in the applicable Vehicle Record as adjusted by JPL to reflect such change;
- c) to pay to JPL any and all other Charges (other than the Monthly Payments as aforesaid) required to be paid by it to JPL pursuant to this Lease including, without limitation, the costs of making all filings pursuant to statute of any province of permanent use of the Vehicle, within ten (10) days after receipt of any statement or demand for payment from JPL;
- d) to pay JPL a late charge on all Charges not paid when due computed from the due date until paid at the rate of one and a half percent (1.5 %) per month or the highest legal interest rate, whichever is less;
- e) that all Monthly Payments and other amounts and Charges payable by Lessee in respect of a Vehicle pursuant to this Lease shall be paid in Calgary at the office of JPL set out in this Lease or at such other place or places as JPL may give notice from time to time;
- f) that in the event a Vehicle is not returned as provided in Section 15 and without prejudice to the rights of JPL under this Lease, Lessee shall be deemed to overhold the Vehicle and, in consideration for the use of the Vehicle beyond such expiry date, shall continue to pay the Monthly Payment and other Charges becoming due under this Lease for each month and each part month thereafter that the Lessee continues to overhold the Vehicle and in the event the Vehicle is not returned, the provisions of this Lease shall continue to apply to the Vehicle while it is being overheld and JPL shall be under no obligation to deliver notice of expiration of any Term to Lessee prior to its expiry date;
- g) to pay to JPL all taxes, rates and duties applicable in respect of this Lease including, without limitation, any retail sales tax, excise tax, goods and services tax, use tax, personal property tax, gross receipts tax, business transfer tax, value added tax and all other taxes levied on the Lessee, the Vehicle or JPL, save and except for any taxes, rates and duties imposed on the net income of JPL, and agrees that JPL may change the amount required to be paid monthly by Lessee hereunder at any time or times in the event of any increases or decreases in the rates of any applicable taxes, rates or duties or the introduction of any new taxes, rates or duties applicable hereto;
- h) not to withhold payment required to be made by Lessee to JPL hereunder for any reason whatsoever and that no amount paid or required to be paid by Lessee pursuant to this Lease, including the Monthly Payments, any Excess Kilometre Charge and any other amount, will be subject to any deduction, abatement, defense, set off, counterclaim, contra-account, interruption, deferment or recoupment for any reason whatsoever by Lessee in respect of any claim Lessee may have against all or any of the manufacturer, vendor, repairman, insurer or JPL or any other party in respect of all or any of a Vehicle manufacturer's or vendor's warranty, guarantee or other obligation, repair, insurance claim, this Lease, any accident or any other matter or thing arising under, in relation to or as a result of all or any of the foregoing or any other matter or thing and that the requirement that Lessee make such payments shall be absolute and unconditional and all such payments shall be and continue to be payable in all events;
- i) Lessee represents and warrants to JPL that it is solvent and able to pay and perform its obligations under this Lease and that the Vehicle(s) described in any Vehicle Record is not primarily intended for personal, family, household or farming purposes;
- j) that JPL has purchased each Vehicle leased pursuant to this Lease at the specific request of the Lessee for the purposes of this Lease and that the Charges payable under this Lease and the loss to JPL in the event of a default by the Lessee under this Lease are dependent on the cost of each Vehicle to JPL (including the costs of financing the acquisition of each Vehicle and all costs payable on any early termination of such financing to the financier), the Term and the net proceeds of sale expected by JPL from the sale of each vehicle at the end of the Term; and
- k) that the security deposit in the amount, if any, paid by Lessee and shown on the Lease Order or Vehicle Record applicable to each Vehicle, together with all other security deposits at any time held by JPL, shall be security for the performance by Lessee of this Lease and may be applied by JPL at any time to cure any Default.

4. DELIVERY AND AUTHORITY TO SIGN: Each Vehicle shall be delivered by JPL to Lessee at the place mutually agreed upon and set forth in the Lease Order. Lessee, upon delivery of each Vehicle, shall execute and deliver to JPL the delivery receipt acknowledging delivery of the Vehicle. JPL shall be entitled to rely on the signature of each person signing the delivery receipt on behalf of Lessee without inquiry as to authority to sign.

Initial



As soon as practically possible after the delivery of each Vehicle to Lessee and the receipt by JPL of the signed delivery receipt for each Vehicle, JPL shall deliver to Lessee a Vehicle Record detailing:


- the description of the Vehicle including the Vehicle Identification Number
- the date the Vehicle was delivered to Lessee, or its representative
- the Monthly Payment, and
- the commencement date and Term of the Lease

LESSEE IRREVOCABLY ACCEPTS AND ACKNOWLEDGES DELIVERY OF EACH VEHICLE AND THE CHARGES AS DETAILED IN EACH VEHICLE RECORD.

5. USE OF VEHICLE:

- a) The permanent use of the Vehicle must be in the province designated in the Vehicle Record. Lessee may obtain the prior written consent of JPL to use of the Vehicle in another province upon the delivery of adequate security to JPL and the amendment of the Vehicle Record including, without limitation, the Monthly Payment applicable to the Vehicle hereunder by reason of the change in the province of permanent use, which consent will not be unreasonably withheld. Lessee will immediately notify JPL of any change in the province of permanent use of a Vehicle at any time or times. The term "permanent use" shall mean at least 270 days within the previous 365 day period provided that the Vehicle is not outside the province designated in the Vehicle Record for more than 60 consecutive days at any one time.
- b) Each Vehicle leased hereunder shall be lawfully operated as a passenger motor vehicle or truck, as the case may be, in accordance with the laws of any jurisdiction to which the use and operation thereof may at any time be subject.
- c) No Vehicle shall be:
 - i) loaned by Lessee to anyone other than members of the immediate family of Lessee, or, if the Vehicle is used in the business of Lessee, other than to employees of Lessee and, if the Vehicle is a passenger motor vehicle, members of the immediate family of such employees;
 - ii) sub-leased or let for hire by Lessee to any person whatsoever or used or allowed to be used illegally, improperly or as a public conveyance or to transport hazardous substances or dangerous goods;
 - iii) operated or driven by a driver without a valid driver's license issued by the appropriate governmental authority or by a driver whose driver's license has at the time been suspended or cancelled;
 - iv) operated contrary to the provisions of any policy of insurance covering the Vehicle or to the manufacturer's recommendations or in violation of provisions of any statute, law or ordinance, rule or regulation of any governmental or municipal authority having jurisdiction in relation to its operation; or,
 - v) tampered with or adjusted so that its odometer reflects a reading different from the kilometres the Vehicle has actually been driven;
- d) Lessee may install other equipment, attachments and accessories additional to that on the Vehicle at the time of its delivery, provided that the installation of the same is not harmful to the Vehicle and such additional equipment, attachment and accessories are removed, at the Lessee's expense by Lessee prior to the end of the Term if such removal can be accomplished without injury to the Vehicle. Lessee may not at any time paint, mark or place in any manner any signs or markings on the Vehicle without the prior written consent of JPL.

6. MAINTENANCE AND OPERATION OF VEHICLE: Lessee agrees to be solely responsible for maintaining and to maintain each Vehicle in good condition and in a reasonable and proper manner, accident free, normal wear and tear excepted, to the satisfaction of JPL. Lessee agrees to service each Vehicle as recommended by the manufacturer of the Vehicle in any manuals or other materials delivered with the Vehicle and as requested by the manufacturer in any recall campaigns and solely by repairmen authorized by the manufacturer to repair the Vehicle. JPL hereby assigns to Lessee during the term, the warranties, guarantees or other obligations, if any and if assignable, of either or both the manufacturer and the vendor with respect to a Vehicle and hereby designates Lessee as its agent during the Term for the purpose of keeping such warranties and Lessee agrees to keep the manufacturer's and vendors warranties, guarantees and other obligations in full force and effect. At Lessee's expense, JPL, as may be reasonably necessary, will co-operate with Lessee in any enforcement of any warranty, guarantee or other obligation made by the manufacturer or vendor in respect of a Vehicle. Save and except as provided in a Vehicle Record in which this Lease is designated as a maintenance lease in relation to a particular Vehicle, Lessee shall be solely responsible for and agrees to pay for all maintenance and operating costs and expenses of the Vehicle including, but not limited to, all costs and expenses in relation to a Vehicle for gasoline, oil, grease, filters, belts, windshield wiper fluid, anti-freeze, repairs, replacements, tires, tire repairs and maintenance, storage, and parking and highway tolls. Lessee agrees that Lessee will be solely responsible for and will not allow a Vehicle to become subject to any fines, liens, privileges, security interests or other encumbrances and agrees to pay any such fines or to immediately pay and remove any such liens, privileges, security interests and encumbrances. Lessee agrees to pay all fees and charges for transfers of title, registration, licensing, testing and inspecting a Vehicle that any governmental authority requires during the Term. Without limiting the generality of the preceding provisions of this Section 6 or any other provisions of this Lease, Lessee agrees with JPL that Lessee shall be liable to JPL for all or any damage or loss to or of a Vehicle or any part thereof until the Vehicle is returned to JPL.

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7. **INSPECTION:** Lessee agrees to allow JPL to inspect any Vehicle at any reasonable time and place and to tell JPL the location of the Vehicle and to allow the inspection. If the Vehicle is damaged or if there is excessive wear and tear, JPL, in its sole discretion, will decide if the Vehicle is reasonably repairable and if JPL determines that the Vehicle is reasonably repairable, Lessee agrees that it will promptly have the necessary repairs made at Lessee's expense when JPL asks Lessee to make the repairs at an authorized repair facility approved by JPL.

8. **INSURANCE:** Lessee agrees, at the expense of Lessee, to obtain and maintain in respect of each Vehicle during the Term and any renewal thereof, a standard automobile insurance policy or policies, insuring the Vehicle, Lessee, JPL and each driver permitted by the Lessee to use the Vehicle in accordance with the terms of this Lease, and; notwithstanding the generality of the foregoing, which policy or policies shall name JPL as an "additional insured" and as loss payee; shall provide for a waiver of subrogation against JPL and for thirty (30) days advance notice of cancellation to JPL of such policy or policies for any reason whatsoever. All such insurance policy or policies shall provide for the following minimum coverage in respect of each Vehicle:

- a) Two Million Dollars (\$2,000,000.00) (inclusive coverage) per claim for legal liability for bodily injury or death, or damage to property of others, including passenger hazards, regardless of the number of claims arising from any one accident;
- b) Collision coverage of the Vehicle in the amount of the actual cash value of the Vehicle at the time the loss or damage occurs, with a deductible, in an amount agreed to by JPL, from each separate claim and Lessee agrees to pay JPL the said deductible for each separate claim; and
- c) Fire, theft and comprehensive coverage in the amount of the actual cash value of the Vehicle at the time the loss or damage occurs, with a deductible, in an amount agreed to by JPL, from each separate claim and Lessee agrees to pay to JPL the said deductible for each separate claim.

Notwithstanding anything herein contained or in any insurance policies to the contrary, the following provisions shall also apply to any such insurance:

- a) In the event of any accident of any kind whatsoever involving a Vehicle whether the Vehicle is damaged or not or any loss or theft of the Vehicle, Lessee shall immediately notify the insurer of the Vehicle and do all other acts as may be required under the insurance policy then in effect in relation to the Vehicle and, in any event, Lessee shall notify JPL forthwith of the full particulars, including a statement completed by the operator and Lessee will not admit and shall not permit any operator allowed by it to use the Vehicle to admit any liability without the written consent of JPL;
- b) Lessee shall and shall cause any operator permitted by it to use a Vehicle, to co-operate with JPL and any insurer or insurers, as the case may be, in all ways in respect of any claim or dispute concerning any such accident, loss or theft in relation to the Vehicle at Lessee's expense;
- c) If the insured coverage is cancelled for any reason whatsoever with respect to a Vehicle, Lessee will not further use the Vehicle or permit it to be used until such time as an insurance policy or policies are again in effect in accordance with the terms of this Lease;
- d) If the insurance coverage is cancelled for any reason whatsoever with respect to a particular operator or driver, Lessee will not permit that operator or driver under any circumstances whatsoever to use or operate the Vehicle;
- e) All insurance policies shall provide for coverage as aforesaid from the time title to a Vehicle is taken in the name of JPL until the Vehicle is sold after return to JPL and legal title passes to any purchaser thereof pursuant to this Lease;
- f) JPL shall not be required to deliver the Vehicle for Lessee's use until satisfactory evidence of insurance coverage has been delivered to JPL;
- g) Lessee agrees with JPL that Lessee will pay or reimburse the insurer upon demand for any amount which the insurer may have paid by reason of the provisions of any statute relating to either or both: automobile insurance and motor Vehicle(s) in connection with either or both the use and operation of a Vehicle insured by that insurer and which amount the insurer would not otherwise be liable to pay under the insurance policy relating to that Vehicle and, Lessee in addition to any other agreement of indemnity herein contained, does hereby indemnify and save JPL harmless of and from all claims and demands which may be made against JPL in connection therewith;
- h) Subject to the provisions of this Lease, all amounts received by JPL in respect of a Vehicle from the insurer or insurers of a Vehicle shall be applied in reduction of the liability to JPL of Lessee, and, in the event that a Vehicle(s) is lost, stolen or damaged beyond repair, Lessee agrees to continue to pay JPL the Monthly Payments until such time as JPL receives any insurance payout;
- i) Lessee agrees with JPL that any equipment, attachments, repairs and accessories installed in a Vehicle by Lessee after delivery of the Vehicle hereunder shall not in any way form a part of an insurance loss;
- j) Lessee shall deliver to JPL the policies or other satisfactory evidence of insurance coverage from time to time in effect, but JPL shall be under no obligation to examine such policies nor to advise Lessee in the event said insurance is not in compliance with this Lease; and
- k) Evidence of renewal of all expiring policies shall be delivered to JPL at least thirty (30) days prior to the respective expiration dates.

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9. **REGISTRATION:** Each Vehicle shall be registered in the name of JPL under the provincial laws pertaining to motor Vehicle(s) in the province of permanent use. Renewal of registration or change of the province of registration pursuant to this Lease in the name of JPL shall be the sole responsibility of Lessee and, provided that Lessee is not in default hereunder, JPL will, upon request, furnish Lessee with a power of attorney for this purpose. Lessee will, upon request, furnish JPL with evidence of such registration at any time or times during the term of this Lease.

10. **PERFORMANCE BY JPL:** Lessee agrees that if pursuant to this Lease, Lessee is required to perform any covenant and Lessee fails to do so, then, JPL, in its absolute discretion, may do so for and at the expense of Lessee but JPL shall not be obliged to do so and, if it does, shall not be obliged to make any further performance or payment on behalf of Lessee in respect of the same or any other matter. In the event that JPL makes any payment or performs any term or condition required to be either or both paid or performed by Lessee, the payment made by or at the expense of JPL, together with a reasonable administrative charge, as determined by JPL in its sole discretion, shall be any amount due and owing by Lessee to JPL.

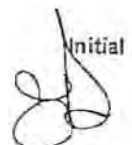
11. **LIMITATIONS OF LIABILITY:**

- a) Lessee acknowledges that Lessee alone has selected each Vehicle based on its own judgement and expressly disclaims any reliance on statements made by JPL and that JPL is not a manufacturer or vendor of the Vehicle or an agent thereof.
- b) JPL warrants to Lessee that for so long as Lessee shall not be in default of any provision of this Lease, none of JPL nor any assignee or secured creditor of JPL will, subject to the provisions of this Lease, disturb Lessee's quiet enjoyment and possession of any Vehicle and Lessee's unrestricted use thereof for the intended purpose and Lessee acknowledges that JPL has not made and is not offering to Lessee any agreements, representations, warranties or conditions of merchantability, durability, fitness for purpose, quality, quantity, capacity, conformity to sample or specification or other agreement, representation, warranty or condition (whether express, legal, customary, collateral, implied, statutory, at common law or otherwise) in respect of or in connection with any Vehicle or this Lease, orally or in writing, and the same are hereby expressly excluded from this Lease.
- c) Without limiting the generality of any other provision of this Lease, Lessee hereby acknowledges to JPL that the essential element hereof is a lease only and that the Vehicle(s) have been leased to it on an "as is" basis and that the obligation of Lessee to make all payments and to perform all covenants in this lease shall be absolute and unconditional and cumulative in respect of all Vehicle(s) subject to this Lease and shall not in any way be affected by an inadequacy, defect or failure of performance or total failure to function or perform relating to any Vehicle and that the warranty, guarantee or other obligation of the manufacturer or vendor of any Vehicle applies only to such Vehicle and not to this Lease and JPL shall not be liable or accountable to Lessee for any loss, damage, injury, claim, demand, liability, cost, indebtedness or expense of any nature or kind (including strict liability in tort) sustained by Lessee, any operators or any passengers of any Vehicle(s) or any other persons, directly or indirectly, resulting from any inadequacy in or failure to perform or operation of any Vehicle for any reason whatsoever, or any defect therein or mechanical failure, or any failure or delay in delivery, or from loss or interruption of the use thereof, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto, or any failure or delay to provide any part thereof, or any loss of business, earnings or profits or any other damages of any nature or kind and that Lessee shall have no recourse whatsoever against JPL in respect of any such warranty, guarantee or other obligation of the manufacturer or vendor, nor for any, inadequacy, defect, failure, loss or damage and the sole recourse of Lessee in respect of any such inadequacy, defect, failure, loss or damage shall be to the vendor and the manufacturer of the Vehicle and Lessee will look to JPL only for co-operation as provided in this Lease in respect thereof.
- d) JPL shall not be required to perform any of its obligations pursuant to this Lease if prevented from doing so by an act of God, act of war or terrorism or by labour unrest, strife, or strikes or either or both substantial destruction of its plant and equipment, or any circumstances beyond its control and shall not be liable for any loss or damage sustained by Lessee as a result of the occurrence of any of the foregoing.

12. **TITLE:**

- a) This Lease is intended to be a lease only and title, ownership and right of property in and to each Vehicle shall at all times remain vested in JPL and Lessee covenants and agrees not to do, permit or perform any act prejudicial thereto, and, without limiting the generality of the foregoing, Lessee shall not do, permit or perform any act to encumber, convert, pledge, sell, assign, sublet, abandon, conceal, give up possession, damage or destroy any Vehicle; and
- b) Lessee hereby agrees with JPL that JPL shall have title to all replacement items on each Vehicle.

13. **INDEMNITY:** Lessee covenants and agrees with JPL that, notwithstanding any insurance policies maintained by Lessee in accordance with this Lease, Lessee shall at all times and under all circumstances indemnify JPL against all fines or penalties levied or imposed in respect of the possession, use, condition and operation of any Vehicle and all claims, losses, costs, damages, suits and expenses, including legal fees on a solicitor and his own client basis, resulting from, caused or contributed to by, related to or arising out of the possession, condition, operation or use of any Vehicle during the Term or any overholding by Lessee after the Term or after any termination of this Lease while in the possession of Lessee.

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- a) Lessee is solely responsible for and covenants and agrees to hold JPL harmless from any and all losses, damages, theft or destruction of the Vehicle(s) prior to their sale by or on behalf of Lessee. If Lessee directs JPL to sell any Vehicle(s) to Lessee, any of its employees or a purchaser from whom Lessee obtains an offer, Lessee's covenants of indemnity with respect to such Vehicle(s) shall continue. This indemnity is absolute and unconditional and includes claims of negligence, strict liability and breach of warranty, but does not extend to claims or liability arising from the gross negligence or willful misconduct of JPL, its employees or agents.
- b) The covenants contained in this Section 13 shall survive the termination of this Lease for any reason whatsoever.

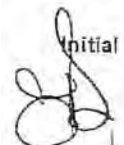
14. EXCESS KILOMETRE CHARGES: Lessee hereby acknowledges that, if this Lease has been designated as a Closed End Lease in respect of a Vehicle in the Vehicle Record, the monthly kilometres as set forth in the Vehicle Record represent the allowed amount of the monthly anticipated kilometres for the Vehicle and if the kilometres on the Vehicle exceed such amount upon any return of the Vehicle to or inspection of the Vehicle by JPL pursuant to this Lease, Lessee shall pay to JPL an additional kilometre charge at the rate per kilometre specified in the Vehicle Record multiplied by the number of excess kilometres per month. If this Lease has been designated as an Open End Lease in respect of a Vehicle in the Vehicle Record the kilometres set in the Vehicle Record represent only an estimate of the monthly kilometres for the Vehicle if operated in a reasonable and proper manner.

15. RETURN OF VEHICLE: Lessee agrees that upon the expiration of the Term or upon the happening of any event by reason of which Lessee is required to return any Vehicle to JPL under the terms of this Lease, Lessee will immediately re-deliver the Vehicle(s) to JPL at a place mutually agreed upon and, failing agreement, at the place of business of JPL. The Vehicle(s) when so delivered to JPL shall, except for normal wear and tear caused by accident free reasonable use and operation, be in the same condition as when originally delivered by JPL to Lessee. Prior to its return, and subject to Section 5, Lessee, at its expense, shall remove all equipment, attachments and accessories and all signs or markings added to the Vehicle(s) after its delivery. If the Vehicle(s) is or are not re-delivered in such condition, as determined by JPL in its sole discretion, JPL shall effect all necessary repairs to the Vehicle(s) and, to the extent it deems necessary, remove all such additional equipment, attachments and accessories and all indebtedness and expenses incurred by JPL in effecting such repairs and removals shall be an amount owing by Lessee to JPL pursuant to this Lease. All such additional equipment, attachments and accessories not removed from the Vehicle(s) prior to its return (whether due to the resulting injury that would have been caused to the Vehicle(s)) shall be the property of JPL and Lessee hereby quit claims to JPL all right, title and interest it may have in respect of the same.

16. LESSEE STATEMENTS: Lessee represents and warrants to JPL that all of the information inserted on any written statement completed by it and delivered to JPL in contemplation of this Lease, any Vehicle Record or any other Lease Order attached hereto (the "Lessee Statements") are true and correct and Lessee acknowledges that JPL is relying on the truth of the statements set out in the Lessee Statements in entering into and continuing to perform this Lease. JPL shall be under no obligation to any person whatsoever including, without limitation, any guarantor pursuant to this Lease, to independently verify any statement made by Lessee on its Lessee Statements.

17. DEFAULT:

- a) Lessee agrees that it may be declared in default under this Lease by JPL if any of the following events occur:
- i) failure of Lessee to pay any Monthly Payments, Charges or sums whatsoever payable pursuant to this Lease as and when they become due;
 - ii) breach by Lessee of any of the terms, representations, warranties, covenants or conditions of this Lease;
 - iii) Lessee makes any misrepresentation on the Lessee Statements or that is incorporated into any other instruments prepared in connection with this Lease which misrepresentation, in the opinion of JPL, in its sole discretion, is material;
 - iv) Lessee or all or any part of the property of Lessee is the subject of a proceeding in bankruptcy, receivership or insolvency or if Lessee shall make an assignment for the benefit of creditors or if any action is taken against Lessee under any laws for the relief of debtors or if Lessee makes a proposal under the Bankruptcy Act (Canada) or takes any proceedings under any statute providing for the winding-up or liquidation of a corporation or for the orderly payment of debts upon a winding-up, liquidation or insolvency or makes a sale in bulk of its property not conforming to the provisions of any statute applicable thereto;
 - v) if a Vehicle is leased for the business of Lessee and Lessee ceases to carry on business or ceases to carry on a substantial part of its business for any reason whatsoever or if in respect of a Vehicle, Lessee ceases or substantially ceases to engage in the business in which it was engaged at the commencement of the Term;
 - vi) if Lessee is an individual and Lessee dies during the Term of this Lease or, if Lessee is a corporation, partnership, joint venture or other form of business entity and Lessee is dissolved, merged, amalgamated or is subject to any change which results in the membership of Lessee being substantially different from that at the commencement of this Lease; or, if any Guarantee of Lessee or this Lease is terminated or becomes ineffectual or invalid for any reason;
- b) Lessee and JPL agree that the determination by JPL that a default by Lessee has occurred under this Lease in respect of any of the events specified in Subsection 17(a) above will be made solely by JPL based upon the severity of the consequences of such event or

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events which has or have occurred in light of all of the circumstances of the same and the prejudicial effect thereof upon this Lease and the rights of JPL hereunder. A default will only be declared if the event or events which has or have occurred has or have consequences of such severity that this Lease and the rights of JPL hereunder is or are prejudiced thereby. For instance, a single inconsequential breach of a non-essential provision of this Lease will not result in a declaration of default. Either or both numerous and persistent repetitions of either that same inconsequential breach or of breaches of various non-essential provisions of this Lease might result in such prejudice to this Lease or to the rights of JPL hereunder as will result in a declaration by JPL of the default by Lessee under this Lease. A single breach of an essential term of this Lease will result in the declaration by JPL of the default by Lessee under this Lease. Lessee agrees with JPL that in the event of the declaration by JPL that a default by Lessee under this Lease has occurred on the basis described in this Subsection 17(b), the remedies provided for in Section 18 and Subsection 19(b) of this Lease do not constitute a penalty but are a genuine pre-estimate of the damages that would be suffered by JPL in the event of an occurrence of such a default; and,

- c) If JPL declares that a default by Lessee has occurred under this Lease all Monthly Payments and other amounts to be paid by Lessee in respect of all of the Vehicle(s) under all of the Vehicle Records and this Lease shall become immediately due and payable by Lessee and JPL shall have all of the rights and remedies provided for in this Lease and all other rights and remedies available to it at law and in equity and, without limiting the generality of the foregoing, JPL shall have the right, at its option, to either sue Lessee for damages and to terminate this Lease or to do both, and, in either case, to retake all the Vehicle(s) as provided in this Lease and to sue for any deficiency.

18. RIGHTS OF JPL: Notwithstanding any provision of this Lease to the contrary, Lessee agrees with JPL that if Lessee overholds after the expiration of the Term or if a default occurs under this Lease, then, in each such case:

- a) JPL shall have the right to take immediate possession of the Vehicle(s) and Lessee shall deliver forthwith to JPL the Vehicle(s) together with the motor vehicle registration permits pertaining thereto and, in addition to any other remedy available to it, JPL, in its sole discretion, may at any time without notice take possession of the Vehicle(s) without process of law and Lessee hereby authorizes and empowers JPL, its servants, agents or other representatives to enter on any of the lands or premises of Lessee or any other place where any of the Vehicle(s) may be found for the purpose of taking possession and for that purpose Lessee hereby irrevocably appoints JPL or any person further designated by JPL, to be its true and lawful attorney to execute such instruments as may be necessary for the purpose of regaining possession of all or any of the Vehicle(s); and
- b) Lessee shall pay to JPL all reasonable indebtedness, liabilities, costs and expenses incurred by JPL (including legal fees on a solicitor and his own client basis) incurred by JPL in taking, transporting and storing any Vehicle and any personal property of Lessee and which Lessee presently acknowledges as a debt due and owing by it hereunder.

Upon either or both of the occurrence of a default hereunder and after the return or retaking of all or any Vehicle(s) as provided in this Lease, JPL shall have all of the rights and remedies available to it pursuant to this Lease, at law and in equity and, without limiting the generality of the foregoing, JPL may effect such repairs and reconditioning of any Vehicle (including the removal of any equipment, attachments and accessories added to the Vehicle after its delivery) as JPL may determine is necessary for the purpose of sale and may hold all or any of the Vehicle(s) without sale for such time as it may determine in its sole discretion and may sell or dispose of all or any of the Vehicle(s) with or without advertisement, at a public or private sale, either at wholesale or retail, without notice to Lessee, at such time, in such manner and on such terms as JPL, in its sole discretion, deems reasonable and commercial and Lessee agrees that all reasonable indebtedness and expenses incurred by JPL (including legal fees on a solicitor and his own client basis) for repairing and reconditioning, and, in the case of a declared default, of all carrying charges and sale, shall be an amount due and owing by Lessee to JPL. In this Lease the term "net proceeds of sale" in respect of a Vehicle shall mean the proceeds of any sale, plus the amount of any outstanding balance of any deposit, less the amount of all indebtedness and expenses incurred by JPL as contemplated pursuant to this Section 18, less the amount of indebtedness and expenses incurred by JPL in repairing, reconditioning, taking, transporting and storing the Vehicle as contemplated pursuant to this Section 18 in the case of a declared default or otherwise, as the case may be, provided that if all or any of the Vehicle(s) have been destroyed, rendered unsuitable for use, lost or stolen and insurance proceeds are payable as a result thereof, then the "net proceeds of sale" in respect of any such Vehicle shall be the amount of the insurance settlement paid as a result thereof, plus the amount of any outstanding balance of any deposit made by Lessee.

19. SETTLEMENT ON TERMINATION: At the termination of this Lease, either at its scheduled termination upon the return of the Vehicle(s) at the expiration of the Term or the return or retaking of the Vehicle(s) after any overholding thereof, or, after the occurrence of a declared default and the return or retaking of the Vehicle(s), and, in either case, after the receipt of the net proceeds of sale of the Vehicle(s), as the case may be, the following terms and provisions shall govern the settlement of the liabilities then outstanding between the Lessee and JPL:

a) Scheduled Termination

i) Open End Lease

Lessee acknowledges that its agreement to maintain each Vehicle in good condition and in a reasonable and proper manner and

to avoid any excessive wear and tear of each Vehicle was entered into with the objective of avoiding the diminution in value of each Vehicle which would result from the failure to perform these obligations to JPL during the Term. Further to these covenants of Lessee, Lessee agrees with JPL that if this Lease has been designated as an Open End Lease in the Vehicle Record pertaining to any of the Vehicle(s), then, solely in respect of those Vehicle(s) in relation to which this Lease has been designated as an Open End Lease, at the scheduled termination of this Lease in respect of a Vehicle and if no declared default has occurred under this Lease and if the net proceeds of sale of a Vehicle are less than its residual value, Lessee shall forthwith pay to JPL the amount of any such deficiency and all other liabilities (other liabilities relating to the excessive wear and tear of the Vehicle) which may arise under this Lease either at its scheduled termination for a specific Vehicle on its return or as otherwise provided herein, or if the net proceeds of sale of a Vehicle do not exceed the aggregate amount of its residual value together with the amount of all such other liabilities Lessee will similarly pay to JPL the amount of the deficiency, or, if the net proceeds of sale of a Vehicle exceed the aggregate amount of its residual value together with the amount of all such other liabilities JPL will refund the excess amount thereof to Lessee as an adjustment of the Monthly Payments, or as a reduction of the consideration paid by Lessee and a deferred price adjustment under the Lease together with a corresponding refund of the retail sales tax paid by Lessee in respect of the excess amount refunded to Lessee as an adjustment and reduction and, subject both to the mutual agreement of Lessee and JPL, and the limitations and conditions imposed under the Excise Tax Act (Canada), Lessee will be entitled to a refund of goods and services tax for such amount as agreed to between Lessee and JPL. In this Lease the term "residual value" shall mean the value assigned to the Vehicle by JPL at the inception of this Lease in respect of the Vehicle as its residual value at the scheduled termination of this Lease in respect of it as determined by JPL and which has been agreed to by Lessee and reflected in the applicable Lease Order or Vehicle Record, with such reference to such available car industry guides and other reference material and sources as to the then anticipated realizable value of the Vehicle as JPL deems appropriate; or

ii) Closed End Lease

If this Lease has been designated as a Closed End Lease in the Vehicle Record pertaining to any of the Vehicle(s), then in respect of those Vehicle(s) in relation to which this Lease has been designated as a Closed End Lease at the scheduled termination of this Lease in respect of each such Vehicle and if no declared default has occurred under this Lease, Lessee shall have no liability to JPL in respect of such a Vehicle, save and except as specifically provided in this Lease in relation to liabilities which may arise under this Lease either at its scheduled termination for a specific Vehicle upon its return or as otherwise provided herein;

b) Default

If a default has occurred and been declared under this Lease, Lessee agrees to pay to JPL, the amount by which the aggregate amount of the value of this Lease in respect of all of the Vehicle(s) subject to it exceeds the greater of the aggregate amount of the net proceeds of sale in respect of all such Vehicle(s) or the aggregate amount of the residual values in respect of all such Vehicle(s), and in the event that the aggregate amount of the value of this Lease is less than the greater of the aggregate amount of the net proceeds of sale and the aggregate amount of the residual values, any surplus, after such application, shall be kept by JPL. In this Lease the term "value of this Lease" shall mean the aggregate amount of all Monthly Payments and all other amounts due and unpaid under this Lease in respect of a Vehicle plus the present value of the aggregate amount of all payments that would have been required to have been paid under this Lease in respect of the Vehicle but for the occurrence of the default plus the residual value less the unearned charges, provided that if the total amount determined as aforesaid is insufficient to both compensate the actual loss occasioned to JPL by reason of the occurrence of the default and to pay the total amount to be paid by JPL to its financier for principal, interest and other amounts (including amounts that become payable solely by reason of the termination of this Lease or the occurrence of the default) in respect of the Vehicle, the aggregate amount of the "value of this Lease" shall be adjusted accordingly in order to permit all such liabilities to be compensated. In this Lease the term "unearned charges" shall mean the present value of the aggregate amount of any indebtedness and expenses JPL would have incurred in connection with this Lease in respect of a Vehicle until the end of the Term and all or any of which JPL will not be required to incur by reason of the termination of the occurrence of the default. For the purpose of this Lease, the determination of the present value of any specified amount shall be made in respect of a Vehicle as of the date of the inception of this Lease in respect of the Vehicle by the accountants of JPL, acting reasonably, selecting and applying to the said amount an appropriate discount for the acceleration of the payments hereunder in light of the relevant factors applicable to the discount (e.g., rates of interest, tax implications and value of money) as of the date of determination of the said discount.

20. NOTICES: Any notices, requests or other communications required or permitted to be given under this Lease shall be in writing and shall be delivered personally or by prepaid registered mail addressed as follows:

- to JPL: at the address of JPL as set out in this Lease.
- to Lessee: at the address of Lessee as set out in this Lease.

Any notice delivered personally shall be deemed to have been given on the date of such personal delivery and any notice delivered by registered mail shall be deemed to have been given on the date shown by the post office registration, provided that in the event of any interruption or abnormal delay in postal service, notice may only be given hereunder by personal delivery. Each of JPL and Lessee may deliver notice of any change in its address from time to time by notice delivered pursuant to this Section 20.

21. **TIME OF THE ESSENCE:** Time shall be of the essence of this Lease and every part hereto.

22. **ASSIGNMENT:** This Lease is personal to Lessee and may not under any circumstances be transferred or assigned by Lessee to any other person, firm, corporation or other entity without the prior written consent of JPL. Nothing herein contained shall be construed in any way to limit JPL's right to assign this Lease and JPL's assignee shall succeed to all of JPL's rights hereunder. Lessee specifically acknowledges that JPL may assign this Lease to its financier.

23. **FORUM AND INTERPRETATION:** This agreement shall be construed as a lease only and Lessee shall under no circumstances become the owner of any Vehicle of, except as specifically provided in this Lease, the agent of JPL for any purpose whatsoever while this Lease is in effect and this Lease shall be construed in accordance with the laws of the Province of Alberta and no action shall be brought against JPL in respect of this Lease except in the Courts of the Province of Alberta. If all or any part of any provision of this Lease is prohibited by law or by the interpretation of a Court, it shall be ineffective to the extent of such prohibition without invalidating the provisions of the remainder of such provision of this Lease which shall remain in full force and effect. Wherever the plural is used in this Lease, the same shall be construed as being singular, or vice versa, as the context shall require. Notwithstanding any provision of this Lease to the contrary and both the designation of the Lease as an Open End Lease in respect of some of the Vehicle(s) and as a Closed End Lease in respect of other of the Vehicle(s), this Lease shall be interpreted and given effect as both an Open End Lease in respect of those Vehicle(s) in respect of which that designation has been made and as a Closed End Lease in respect of the other Vehicle(s) and no such designation shall alter or effect the cumulative application of this Lease to all Vehicle(s) leased hereunder.

24. **WAIVERS:** No failure or delay by JPL in enforcing any provision of this Lease shall be construed as a waiver thereof or of any other term of this Lease or as excusing Lessee from future performance and no waiver thereof shall be effective unless in writing and signed by JPL and no such waiver shall deem to be a waiver of any further breach of the same or any other provision of this Lease.

25. **ENTIRE AGREEMENT:** This Lease together with the Vehicle Records including, without limitation, the delivery receipts, and Lease Orders attached hereto and all of the Lessee Statements constitute the entire agreement between JPL and Lessee. There are no other agreements, either oral or written, between Lessee and JPL relating to all or any of the Vehicle(s), this Lease or any part thereof except those stated in writing in this Lease. No change or other amendment to this Lease, any Vehicle Record, any Lease Order or any of the Lessee Statements will be binding unless in writing and signed by Lessee and JPL.

26. **BINDING EFFECT:** Subject to the prohibition against assignment in Section 22 of this Lease, this Lease shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns or successors and assigns, as the case may be.

27. **RIGHTS OF FINANCER:** This Lease and any Vehicle(s) leased hereunder will be subject to any rights and interest (including, without limitation, any security interest) in and to said Vehicle(s) under any respective contract or contracts that the financier of JPL may hold on the same.

28. **CREDIT INQUIRIES AND OTHER DISCLOSURES:** Lessee agrees that JPL may disclose in response to any credit inquiry in relation to the Lessee received by JPL in the usual and ordinary course of business such information as JPL may have in its possession concerning Lessee and this Lease to the party making the inquiry and otherwise such information as JPL may be requested to disclose pursuant to the provisions of any applicable federal or provincial statute.

29. **RECEIPT OF COPY:** Lessee hereby acknowledges receiving a fully executed copy of this written Lease.

30. **LANGUAGE:** JPL and Lessee confirm that they have requested that this Lease be written in English. Les parties déclarent que cette entente fut rédigée en anglais à leur demande expresse.

Initial

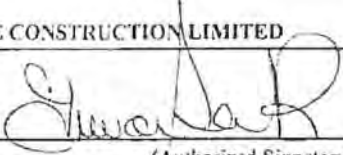


IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed by their duly authorized officers on the day and year first above written.

VOICE CONSTRUCTION LIMITED

Lessee

Per:



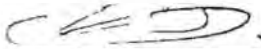
(Authorized Signatory)

Per:

(Authorized Signatory)

JIM PATTISON INDUSTRIES LTD., DBA JIM PATTISON LEASE

Per:



(Authorized Signatory)

Per:

(Authorized Signatory)

Jim Pattison Lease

Canada's Leader in Customized Fleet Management

Lease Order - Open End

Date: 06-Sep-2017

Transaction #: 6049218 - 1 - Open End

Lessee		Driver
VOICE CONSTRUCTION OPCO ULC		
Cust #:	2001467	CHRIS NAYLOR
Address:	7545 52 STREET EDMONTON, AB, T6B 2G2	
Phone:	(780) 489-1351	
Fax:	(780) 488-9378	
Inv Group:		
		Address:
		Phone:
		Mobile:
		Cust Unit #:
		Email:

Primary Asset: 2017 FORD SUPER DUTY F-750 STRAIGHT FRAME		
Body Style:		
VIN:	1FDPF7DC3HDB03817	Delivered At:
Trans Code/Desc:		Fuel Type:
Engine Code/Desc:		JPL Asset #:
Exterior Colour:		Main/Valst Key:
Interior Colour:		
SANDER SPREADER		Serial Number:

Lease Particulars			
Term:	60 months	Lease Type:	Open End
Monthly Rental:	\$2,516.61	From-To:	to
		Province of Permanent use:	
		Guaranteed Residual Value:	\$195.00
Trade In:	\$0.00	Kilometre Allowance:	1,667 km per month to a total of 100,000 km plus excess km at \$0.000 per km pursuant to the Lease.
Down Payment:	\$0.00		
Security Deposit:	\$0.00		
Subject to Applicable Taxes		Starting Odometer:	
Interest Rate will be billed based on Delivery Date			

Special Instructions

Please ensure your driver(s) have in their possession a valid Motor Vehicle Liability Insurance Card

Lessee agrees to lease the vehicle described herein, in accordance with the terms and conditions of the Commercial Motor Vehicle Master Lease Agreement between the parties. Lessee irrevocably authorizes Jim Pattison Industries Ltd., DBA Jim Pattison Lease ("JPL") to purchase the vehicle described herein and agrees to lease said vehicle, and to sell the used vehicle, if any, described herein, in accordance with the terms and conditions of the Commercial Motor Vehicle Master Lease Agreement between the parties. This Lease Order is subject to credit approval and any manufacturer price increases of the vehicle and any change in JPL's cost of funds, prior to vehicle delivery.

This offer is not binding on JPL unless signed by an authorized official of JPL.

Dated This 06th day of Sep 2017

Lessee: VOICE CONSTRUCTION OPCO ULC


Authorized Signature: 

Date: SEP 7 2017

Lessor: JIM PATTISON INDUSTRIES LTD., DBA JIM PATTISON LEASE

Authorized Signature: 

Date: SEP 7 2017

Initial: 



Jim Pattison Lease

Canada's Leader in Customized Fleet Management

Lease Order - Open End

Date: 06-Sep-2017

Transaction #: 8049218 - 1 - Open End

Asset Description	Special Instructions
2017 FORD SUPER DUTY F-750 STRAIGHT FRAME VIN: 1FDPF7DC3HDB03617 JPL Alias: JPL Asset#: 8042402 Lessee Unit#: Plate #: Main/Valet Key: Fuel Type: Delivered At: Trans Code/Desc: Engine Code/Desc: GVW: Tire Size: Exterior Colour: Interior Colour: Trim Colour: Body Style: Package Code:	
SANDER SPREADER	Serial Number: 1116-3473

Mike Fagan (mike.fagan@jpllease.com)
 #219-6030 88 STREET
 EDMONTON, AB, T6E 6G4
 Toll Free: (855) 338-6757 Fax: (780) 466-8791
 www.jimpattisonlease.com

Initial




Page 2 of 2

LO-28196-L

FAN GM - 000425 FORD 0L001 CHRYSLER - D0396

Date: Friday, September 08, 2017

CSR: Jacqueline Burns

Lessee		Dealer	
Cust #	2001467	Name	ZENDER FORD SALES LTD
Name	VOICE CONSTRUCTION OPCO ULC	Address:	99 GOLDEN SPIKE ROAD SPRUCE GROVE AB T7X 2Y3
Address	7545 52 STREET	Phone:	(855) 887-9080
	EDMONTON, AB, T6B 2G2	Fax:	
Phone	(780) 469-1351	Contact:	TERRY DONAGHUE
Fax	(780) 465-9378	E-mail:	mckague@zenderford.com
E-mail		Dealer #:	

Vehicle		Driver	
JPL #	8049218	Name:	
2017 FORD SUPER DUTY F-750 STRAIGHT FRAME		Address:	
VIN	1FDPF7DC3HDB03617	Home Phone	
Body Style		Bus Phone	
Main Key Code	Valet Key Code	Dr License #	
JPL Asset#	6042402	E-mail	
Exterior Colour	YZ OXFORD WHITE	Cust Unit #	TG1002
Interior Colour	ME STEEL GREY CLOTH		
Package Code			
Transmission	AUTOMATIC		
Engine	99C 6 7L POWER STROKE		
Delivered At	VOICE CONSTRUCTION		
Plate #	BYD 5335		
Plate Province	ALBERTA		
Odometer			

Instructions to Dealer

The undersigned authorized representative of the Lessee named above, hereby acknowledges and accepts unconditionally the receipt of the Vehicle described herein. If the Vehicle is not as ordered, Do Not Take Delivery phone Jim Pattison Lease otherwise Lessee will be totally responsible for any additional equipment charges or model changes.

If the Vehicle described herein is a used vehicle, Lessee acknowledges that there is no warranty expressed or implied, except for any manufacturers warranty and the Lessee assumes full responsibility for all future repairs and maintenance.

This Delivery Receipt forms a part of the Master Vehicle Lease Agreement between the Lessee, named above, and the Lessor, Jim Pattison Industries Ltd., DBA Jim Pattison Lease.

Used vehicle safety inspection report received?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Driver Did you return a vehicle?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Warranty owners manual received?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Odometer	
Vehicle certificate received?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MPG	
Registration received?	Yes <input type="checkbox"/> No <input type="checkbox"/>	DOB	


Signature

Sept 15 / 17.
Date (mm/dd/yyyy)

Delivery Receipt - Dealer, This page MUST be returned along with your bill of sale

Asset Description	Special Instructions
2017 FORD SUPER DUTY F-750 STRAIGHT FRAME VIN: 1FDPF7DC3HDB03617 JPL Alias JPL Asset#: 6042402 Lessee Unit#: TG1002 Plate #: Main/Valet Key: Fuel Type: Diesel Delivered At: Trans Code/Desc: AUTOMATIC Engine Code/Desc: 99C GVW: Tire Size: Exterior Colour: OXFORD WHITE Interior Colour: ME STEEL GREY CLOTH Trim Colour: Body Style: Package Code:	
SANDER SPREADER	Serial Number: 1116-3473

Delivery Receipt - Dealer, This page MUST be returned along with your bill of sale

#219-6030 88 STREET
 EDMONTON, AB, T6E 6G4
 Toll Free (855) 336-5757
 Fax: (780) 456-8791



DR-28196-I

MASTER FLEET MANAGEMENT AGREEMENT

This Agreement dated as of the 31 day of August, 2015

BETWEEN:

JIM PATTISON INDUSTRIES LTD., doing business as **JIM PATTISON LEASE** ("JPL")
incorporated under the laws of BC, together with its successors and assigns located at:

4937 Regent Street
Burnaby, British Columbia
V5C 4H4

AND

Voice Construction OPCO ULC. ("Company") a corporation incorporated under the laws of
Canada.

7545- 52 Street
Edmonton, Alberta
T6B 2G2

WHEREAS JPL offers a fleet management program through a network of service vendors and suppliers (Preferred Vendors) established by JPL, known as the JPL Fleet Card Program (hereinafter called "the Program"),

NOW THEREFORE in consideration of the foregoing and of the covenants and agreements set forth, the parties referenced above wish to enter into an agreement for the payment of vehicle related services incurred by Company in Canada and the provision by JPL of related administrative billing, processing and analytic services upon and subject to the terms set out below and, accordingly, the parties hereby agree as follows:

1. JPL will provide to the Company a JPL Fleet Card (hereinafter called "Fleet Card") for each vehicle participating in the Program for the purchase of services more particularly described in the attached APPENDIX A, from those suppliers participating in JPL's Program. JPL reserves the right to add or delete supplier participation.
2. Each Fleet Card remains the property of JPL and JPL is not responsible in the event a Fleet Card is not honored for any reason. Except as provided herein, JPL makes no express or implied warranty as to any matter whatsoever, including, without limitation, the condition of any goods or services furnished, their merchantability or their fitness for any particular purpose.
3. Each Fleet Card issued to the Company and its employees by JPL will be subject to the terms and conditions of this Agreement and to the conditions referred to on the reverse side of the Fleet Card. Company shall be responsible for returning each Fleet Card to JPL when

the vehicle is terminated, sold or returned to JPL in accordance with the particular Motor Vehicle Lease Agreement for the vehicle or when this Agreement is terminated.

4. Company agrees to pay JPL, IN CANADIAN FUNDS, upon receipt of a JPL invoice for all amounts for which JPL has been invoiced by companies accepting the JPL Fuel, Maintenance, and/or Third Party Cards, including any Program fees.

JPL will invoice the Company monthly no later than the 25th of each month for all fuel and maintenance expenditures incurred by the Company through the use of JPL Fleet Cards or Third Party cards, including the monthly fee per Fleet Card as detailed in APPENDIX A, and the Company will pay JPL by the 5th business day of each month. In the event the Company disputes any of the invoiced charges, the Company will contact JPL by phone or email before the 1st of each month to resolve any dispute so that the full invoice may be paid by the 5th business day of the month. In the event of late payment, JPL reserves the right to reduce the scope of services offered up to and including suspending usage of the card.

In the event the Company does not pay JPL by the 5th business day of each month for the outstanding amounts, the Company undertakes to allow JPL to use a Pre Authorized Debit for these charges. JPL will provide 48 hours notice in advance of the Pre Authorized Debit transaction. It is also agreed that the Pre Authorized Debit will exclude any disputed charges identified by the Company. It is agreed that both Parties will undertake commercially reasonable efforts to resolve all disputed charges within 5 business days from notification and receive payment for such disputed items upon resolution.

Failure by the Company to comply with such payment terms shall entitle JPL to charge interest at a rate of eighteen (18) percent per annum, compounded monthly, or part thereof, on any overdue amount.

5. Company shall be responsible for all charges of every nature and kind, including unauthorized charges to the account, and for whatever use or reason made by use of the JPL Fleet Card or Third Party cards as indicated in APPENDIX A, including, without limitation, charges incurred a) without the authority of JPL or Company; b) for all goods and services whatever, whether for maintenance, repair, fuel and glass or otherwise; c) by any person; and d) for any use, charge or reason whatsoever. Company further agrees to indemnify and hold harmless JPL from any and all claims, costs and expenses arising out of the use of purchase orders or use of JPL Fleet Cards or use of Third Party cards.
6. Company must notify JPL immediately, in writing, if Company learns or suspects that a JPL Fleet Card or Third Party Card has been lost or stolen. JPL reserves the right to block use of the JPL Fleet Card or Third Party Card if JPL suspects unauthorized use of the Card at any time and to otherwise deny authorization of any transaction for any reason. Company agrees to pay JPL a \$25.00 fee for all replacement cards.
7. This Agreement may be terminated by either party, after the minimum period of twenty-four (24) months, upon ninety (90) days notice by electronic mail, facsimile or by registered letter. JPL shall have the right to cancel and to terminate the Agreement at any time with respect to one or all of the Fleet Cards without notice to the Company in the event one or more of the following defaults occur:

- a) for failure by the Company to pay any charges or sums whatsoever payable by the Company under the terms of this Agreement, as and when they become due;
- b) for breach of any of the terms, covenants, or conditions of this Agreement by the Company;
- c) for unreasonable or abusive use of any of the said Fleet Cards;
- d) if the Company shall make an assignment for the benefit of its creditors;
- e) if a proceeding in bankruptcy, receivership or insolvency be instituted against the Company or Company's property or any action is taken against the Company under any laws for the relief of creditors;
- f) if the Company shall make a proposal under the Bankruptcy Insolvency Act or take proceedings under the Companies' Creditors Arrangement Act;
- g) if any levy or execution or attachment upon the Company's goods is made;
- h) if the Company should suspend business or any tax lien be filed against any of the Company's property.
- i) or the failure of the Company to pay any amount due under or to comply with any material agreement or condition contained in any other agreement or schedule between the Company and JPL.
- j) or if in JPL's sole discretion, acting reasonably, that Company has experienced a material adverse financial effect

In any such event all the rights of the Company in respect of this Agreement shall be forthwith terminated and JPL shall be without limitation entitled to exercise all its rights in accordance with the terms and conditions of this Agreement, including the right of setoff to apply any amounts owing by JPL or any JPL affiliate to the Company to any outstanding balance owing by the Company and to take whatever steps are necessary to retrieve any or all Fleet Cards provided to the Company. In addition, JPL shall be without limitation entitled to exercise its rights in terms of acting on any security interests held and governed by other agreements between the Company and JPL. The Company shall be fully responsible for all costs (including legal costs actually invoiced) incurred in the retrieval of these Fleet Cards.

8. On termination of this Agreement, the Company agrees that:
- a) The fuel suppliers and other suppliers covered by the Agreement and/or JPL are not obliged to extend credit on any JPL Fleet Card or Third Party card;
 - b) The Company will use its best efforts to ensure the return to JPL of all Fleet Cards or Third Party cards issued hereunder;
 - c) Notwithstanding the termination of this Agreement in other respects, the Company shall be liable for any purchases made by the use of any JPL Fleet Card or Third Party card issued to the Company and its employees.
 - d) Client access to the JPL online web portal (Dashboard) will be revoked immediately upon termination of this Agreement.
9. It is mutually agreed that any Schedules when executed by JPL and the Company shall become a part of and subject to this Agreement.

10. Notices hereunder must be in writing by registered mail or facsimile to JPL at:

Jim Pattison Lease
4937 Regent Street
Burnaby, British Columbia V5C 4H4
Attention: Senior Vice President
Fax: 604-296-3736

And to the Company at:

Voice Construction OPCO ULC.
7545- 52 Street
Edmonton, Alberta T6B 2G2
Attention: Equipment Manager
Fax: 780-466-9378

and any notice so given shall be deemed to have been given by the addressor either when delivered personally or alternatively five (5) days after the mailing thereof by registered mail. Either party may change his address for the purpose of this Agreement by giving notice of such change pursuant to the provisions of this paragraph to the other party.

11. Company hereby grants explicit consent to JPL to send commercial electronic messages to the Company, its employees, and drivers as the case may be, in order to provide information including but not limited to the following; Program documents, maintenance alerts, vehicle recall information, warranty notices, and other matters related to the operation of the Fleet Card(s).
12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their representative heirs, executors, administrators, successors and assigns.
13. This Agreement contains the whole of the Agreement between the parties and there are no collateral Agreements or conditions not specifically set forth herein and no modifications, amendments or variations hereof shall be effective or binding on the parties unless agreed to in writing by both parties.
14. Any waiver by a party of any of the provisions of this Agreement will not constitute a waiver of any other provision (whether similar or not), nor will such waiver constitute a continuing waiver of that particular provision unless expressly provided by the party so waiving in writing.
15. Company agrees to maintain the terms of this Agreement in confidence and shall not disclose such terms, in whole or in part, to any third party without the prior consent of JPL. The provisions of this section shall survive the termination of this Agreement for a period of 12 months.
16. The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. All amendment(s) to this Agreement shall be in writing and signed on behalf of JPL by an authorized signing officer of JPL and by an authorized signatory of Company.

17. If it is found by a court that any portion of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected.
18. Neither party in this Agreement may assign its rights or obligations under this Agreement to a third party without the consent in writing of the other.
19. This Agreement shall be construed according to the laws of the Province of BC and no action shall be brought against JPL to construe or enforce this Agreement or otherwise respect to it except in the courts of that Province.
20. This Agreement when executed by both parties is effective as of the date indicated below and will remain in effect until terminated in accordance with paragraph 7 hereof.

The parties have agreed that this Agreement as well as related documents, be drawn in the English language only; les parties reconnaissent que cette convention, ainsi que les documents s'y rattachant, soient rédigés dans la langue anglaise seulement.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

JIM PATTISON INDUSTRIES LTD.
DBA JIM PATTISON LEASE

Voice Construction OPCO ULC.


Authorized Signature


Authorized Signature

G. WAYNE ROSE
Name of Authorized Signer (Print)

Tom Cross
Name of Authorized Signer (Print)

SENIOR VICE PRESIDENT
Title of Authorized Signer

EQUIPMENT MANAGER
Title of Authorized Signer

(CORPORATE SEAL)

APPENDIX A to MASTER FLEET MANAGEMENT AGREEMENT

This APPENDIX A dated as of the 31 day of August 2015

JPL will invoice the Company a fee per unit per month relative to the program (s) selected in this addendum. The fee will commence with the month in which a Fleet Card is delivered or program initiated, to the Company, and end the month in which a Fleet Card is returned to JPL, and/or a program is terminated. The Company agrees to pay to JPL the sum of such fees plus applicable taxes upon receipt of invoice. The fee includes the provision of the following services:

Fuel Program

This program allows Company to use the JPL Fleet Card to purchase fuel and minor automotive related services at all participating fuel suppliers on the JPL program. Company benefits from the convenience of using one card to acquire all fuel purchases and a consolidated monthly billing. Fuel transactional reporting is included with this program.

Fee: \$ 2.00 per card per month (when taken as a standalone program), plus \$1.50 per non preferred vendor network transaction (including car wash).

Cardlock Fuel Program – UFA (United Farmers of Alberta Co-operative Limited)

This program allows Clients access to purchase fuel 24 hours/7days a week at participating UFA Cardlock locations in Canada using a UFA Card. The UFA Card is restricted to purchases of automotive fuel products (excluding propane, unless JPL specifically consents otherwise as noted below) in Canada. Purchases will be consolidated and billed monthly to Clients. It is expressly understood that JPL is only providing an administrative billing, processing and analysis service to the Client and Client assumes all risks in connection with the use of UFA fuel dispensing equipment (UFA Pump Facilities).

By signing this agreement for use of UFA Pump Facilities, the Client acknowledges, covenants and agrees that:

- Client assumes all risks in connection with, and gives up all rights to sue JPL and UFA and their respective officers, directors, employees, agents and others for whom they are responsible in law for, personal injury and all damages whatsoever and howsoever suffered while present at or using UFA Pump Facilities.
- Client shall not, and shall not enable or provide access to any other person to, dispense fuels before receiving proper training for the safe handling of fuel dispensing equipment and the UFA Pump Facilities, and any licence, certificate, and registration required, in accordance with applicable laws and regulations in place at the time of dispensation. No person without such training and any required licence, certificate or registration shall operate UFA Pump Facilities on behalf of Client or any other person.
- Client covenants on behalf of itself and all other persons which Client provides access to UFA Pump Facilities that they will each have received proper training in the safe handling of fuels dispensing equipment, and any required licence, certificate or registration, prior to being issued a Card(s) and/or Key(s) or accessing the UFA Pump Facilities.

- In addition to all other requirements noted above, Client shall not, and shall not enable or provide access to any other person to, dispense propane at any UFA Pump Facilities unless (i) the person actually dispensing the propane holds a valid, current Propane Gas Association of Canada ("PGAC") certificate and any other licence, certificate, registration and training required pursuant to applicable laws and regulations in place at the time of dispensation, and (ii) JPL specifically consents, in its discretion, to process propane billings at Client's request, which consent may be withdrawn by JPL at any time without notice or penalty.
- It is expressly agreed that JPL is not responsible in any way to arrange, review, approve or monitor any licences, certificates, registration or training required by Client and other persons as referenced above.

Fee: \$ 0.25 per transaction (\$0.01cent/litre admin fee applies)

Maintenance Program

This program removes the day to day administrative tasks associated with managing the maintenance requirements of Company's fleets. JPL's maintenance department becomes the interface between Company's Drivers and Suppliers for all vehicle maintenance and repair services utilizing the JPL Fleet Card. Requests for authorizations are monitored by JPL technicians and repair invoices are audited prior to payment to Supplier and rebilling to the Company. The following programs are included with this option:

Maintenance Recovery

In conjunction with the Maintenance Program, JPL will monitor and authorize all service purchases in excess of \$500. (card limit) and will seek Company approval for all single maintenance transactions over the agreed limit; such limit will be referred to as the secondary approval limit or the VMT Limit. Either limit may be changed by Company upon discussion and confirmation in writing to JPL.

VMT LIMIT: \$ 1500.

Fee: \$ 0.00 per card per month (when included with Fuel and Maintenance Management Program) plus 10 % per non preferred vendor network invoice to a maximum of \$50.00. Visit <http://m.jplease.com> for Preferred Vendor listing.

Reporting Program

This program is available to all Companies subscribing to the Maintenance Program, Fuel and Maintenance Management Program, Fuel Program. Reports capture data from all purchases made by use of the JPL Fleet Card and Third Party cards. Reports provide relevant data on Company's fleet performance for managing, planning and budgeting fleet expenses. Access to the JPL on line web Dashboard is included.

Fee: \$ 0.00 per unit per month (included)

Fuel and Maintenance Management Program

This program offers all the services included with both the Maintenance Management and Fuel Management Programs. This option captures all vehicle related fuel and maintenance purchases and provides an optional comprehensive reporting package of Company's fleet operating expenses. Programs included:

- Fuel Management
- Maintenance Management
- Maintenance Recovery
- Reporting

Fee: \$ 4.00 per unit per month plus non preferred vendor invoice fee as per specific program above.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

JIM PATTISON INDUSTRIES LTD.
DBA JIM PATTISON LEASE

Voice Construction OPCO ULC.


Authorized Signature


Authorized Signature

G. WAYNE ROSE
Name of Authorized Signer (Print)

TYSON EGRESS
Name of Authorized Signer (Print)

SENIOR VICE PRESIDENT
Title of Authorized Signer (Print)

EQUIPMENT MANAGER
Title of Authorized Signer (Print)

APPENDIX B to MASTER FLEET MANAGEMENT AGREEMENT

This APPENDEX B dated as of the 31 day of August, 2015

BETWEEN:

JIM PATTISON INDUSTRIES LTD., doing business as **JIM PATTISON LEASE ("JPL")**
incorporated under the laws of BC, together with its successors and assigns located at:

4937 Regent Street
Burnaby, British Columbia
V5C 4H4

AND:

Voice Construction OPCO ULC. ("Company") a corporation incorporated under the laws of
Canada.

7545- 52 Street
Edmonton, Alberta
T6B 2G2

Accident Management Program

JPL will invoice the Company a service fee per accident (claim), in addition to actual repair expenses, relative to the Accident Management Program selected in this addendum. The Company agrees to pay to JPL the sum of such fees plus applicable taxes upon receipt of invoice. The fee includes the provision of the following services provided by JPL's partner CEI:

- Electronic First Notice of Loss (accident report)
- Notification to Liability Carrier
- Vehicle Repair
- Subrogation (if applicable)
- Salvage Disposal (if applicable)

JPL and Company acknowledge that the services provided by JPL and used by Company may disclose consumer and personal information. JPL and Company agree to comply with all applicable laws, including but not limited to provincial and federal consumer reporting legislation.


Fee: \$165.00 per occurrence (per claim)
\$50.00 per claim for report only
20% of any successful subrogation (minimum fee \$50.00)
JPL cost for appraiser fee (where applicable)
\$100.00 for salvage/total loss disposal

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

JIM PATTISON INDUSTRIES LTD.
DBA JIM PATTISON LEASE

Voice Construction OPCO ULC.


Authorized Signature


Authorized Signature

G. WAYNE ROSE
Name of Authorized Signer (Print)

TYSON ECKERS
Name of Authorized Signer (Print)

SENIOR VICE PRESIDENT
Title of Authorized Signer (Print)

EQUIPMENT MANAGER.
Title of Authorized Signer (Print)

