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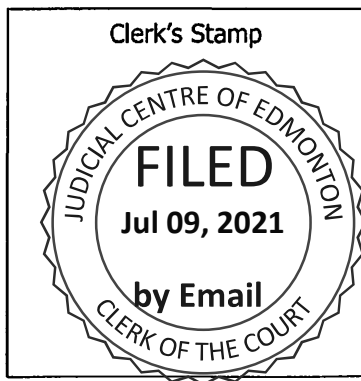
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT SHAMROCK VALLEY ENTERPRISES LTD.

DOCUMENT **AFFIDAVIT**



RES

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| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4 | Lawyer: Charles P. Russell, Q.C. Telephone: (780) 482-9115 Fax: (780) 733-9757 Email: crussell@mross.com File No.: 20212853 |
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AFFIDAVIT OF DEAN CHAN SWORN ON THE 9TH DAY OF JULY, 2021

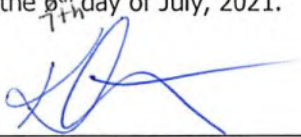
I, DEAN CHAN, of the City of Vancouver, in the Province of British Columbia, SWEAR AND SAY THAT:

1. I am the Senior Assistant Vice President and Team Leader of the Special Asset Management Unit of Canadian Western Bank ("**CWB**"), and as such I have personal knowledge of the facts and matters hereinafter deposed to. I have reviewed the files of CWB made in the ordinary course of business in connection with this matter, and am authorized by CWB to make this Affidavit.
2. CWB has provided financing to Shamrock Valley Enterprises Ltd. (the "Borrower") pursuant to an offer of financing dated January 27, 2020, as amended by letter dated June 18, 2021. True copies of such letters are attached hereto and marked as **Exhibit "A"**.
3. The Borrower is currently indebted to CWB in the amount of \$3,929,196.20 as set out in the statements of indebtedness attached hereto and marked as **Exhibit "B"**. Such amount excludes unbilled legal costs and interest on the credit card facility in the amount of \$50,000 (the "Debt").
4. As security for payment of the Debt, the Borrower has provided to CWB the following security:
 - (a) General Security Agreement dated March 17, 2015;
 - (b) General Security Agreement dated July 24, 2015

(the "Security"). Attached hereto and marked, collectively, as **Exhibit "C"** are true copies of the General Security Agreements.

5. The Security has been registered in accordance with the laws of the Province of Alberta, and attached hereto and marked as **Exhibit "D"** is a true copy of a Personal Property Registry ("PPR") search conducted with respect to the Borrower.
6. CWB has the first general security interest over the assets of the Borrower, as Business Development Bank of Canada ("BDC") has postponed its prior registration in favour of CWB. A true copy of such postponement is attached hereto and marked as **Exhibit "E"**.
7. Numerous equipment financiers hold security over assets of the Borrower, as evidenced by their registrations at PPR attached hereto as Exhibit D.
8. The operating loan facility provided by CWB is permitted to draw based on margining formulas contained therein.
9. The Borrower provided a monthly Statement of Borrowing Limit dated June 4, 2021, which calculated the borrowing limit on the operating loan to be \$3,853,475. CWB made such facility available, being unaware that the books and records of the Borrower were inaccurate. Attached hereto and marked as **Exhibit "F"** is a true copy of the Statement of Borrowing.
10. In an effort to verify the margining representation of the Borrower, CWB emailed the Borrower and requested copies of invoices, on June 14, 2021. No response was received to such email. A true copy of such email is attached hereto and marked as **Exhibit "G"**.
11. On or about June 17, 2021, I was in telephone conversation with Murry Nielsen, a director of the Borrower, as CWB had been seeing anomalies in the financial reporting of the Borrower and had questions with respect thereto.
12. In a subsequent conversation on or about June 22, 2021, Mr. Nielsen admitted to me that the books and records of the Borrower on which CWB had been margining, were inaccurate and that he was in the process of attempting to ascertain the true financial picture of the Borrower. In fact, Mr. Nielsen advised that the accounts receivable may be overstated by in excess of \$2 million.
13. From CWB's independent investigation conducted prior to the June 17, 2021 call, it appeared that stale-dated invoices which no longer qualified for margining, were being combined and repackaged with new dates making them eligible for margining. Similarly, the Borrower appeared to be issuing invoices for the sale of equipment and submitting such invoices as part of the margining formula in order to increase its borrowing limits.
14. From such independent investigation as CWB was able to conduct without direct access to the Borrower's books and records, it also appeared that the Borrower has been margining some accounts receivable that were up to 150 days old, when in fact the limit for margining was to be calculated based only on under 60 day accounts receivable.
15. CWB is unable to determine what the actual financial position of the Borrower is, without having direct access to the Borrower's books and records.
16. On June 18, 2021, CWB retained The Bowra Group Inc. ("Bowra") to undertake a "look see" of the Borrower's financial position, but the Borrower refused to allow Bowra access to their books and records. Attached hereto and marked as **Exhibit "H"** is a true copy of the proposed retainer letters with Bowra.

This is **Exhibit "A"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the 6th day of July, 2021.



A Notary Public in and for
the Province of British Columbia



January 27, 2020

Shamrock Valley Enterprises Ltd.
P.O. Box 505
Elk Point, AB., T0A 1A0

Attention: Murry Nielsen

Dear Sir:

On the basis of the financial statements and other information provided by Shamrock Valley Enterprises Ltd. (the "Borrower"), and by 695458 Alberta Ltd., Murry and Lisa Nielsen (the "Guarantors) in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loan(s) subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

1. LOAN AMOUNT:

- 1.1. Loan Segment (1): Demand Operating Loan/Overdraft \$5,950,000
- 1.2. Loan Segment (2): CWB Corporate Visa \$50,000.00

Collectively referred to as "the Loans"

2. PURPOSE OF LOANS:

Amounts advanced by the Bank are to be used by the Borrower as follows:

- 2.1. Loan Segment (1): To finance the day-to-day operations of the Borrower's business.
- 2.2. Loan Segment (2): To finance the day-to-day operations of the Borrower's business.

3. INTEREST RATE:

Loans shall bear interest while outstanding before and after maturity and default at the following rate:

- 3.1. Loan Segment (1): Interest to float at a rate of 2.00% per annum above the Banks' Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 3.95% per annum.
- 3.2. Loan Segment (2): As per CWB Visa Agreement.

Unless otherwise specified, all interest shall be payable without demand on the date specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

4. ADVANCES:

- 4.1. Loan Segment (1) & (2): will be available following satisfaction of the Margin Conditions and Conditions Precedent as set forth in Schedules "B" and "D" herein attached.

2909 - 50th Avenue, Lloydminster, SK S9V 0N7
t. 306.825.8410 | f. 855.341.7302
cwbank.com

5. **REPAYMENT:**

All amounts under all segments shall be repaid on demand. Unless demanded, the Bank will accept payment as follows:

- 5.1. Loan Segment (1): On demand.
- 5.2. Loan Segment (2): As per CWB Visa Agreement.

In the case of a fixed rate loan, payments will be adjusted at time of term renewal based on the fixed rate of interest in effect and the remaining amortization period.

For any DNR loan or lease advanced on a floating rate basis with blended monthly payments, the Bank will have the discretion to vary the amount of the required monthly instalments each calendar quarter to reflect changes in the interest rate.

6. **FEES:**

- 6.1. The Borrower shall pay an annual review fee of \$20,000 each year in conjunction with the annual review (based on the Borrower's fiscal year end financial statements) to renew outstanding loans for the next renewal.
- 6.2. The Borrower shall pay a monthly administration fee of \$200 to cover the cost of administration in monitoring the Line of Credit and review of all reporting information as outlined in the attached Schedule "C".
- 6.3. The Borrower shall pay a late reporting fee of \$250.00 for each monthly report.
- 6.4. The Borrower shall pay CWBdirect service fees as applicable.
- 6.5. The Borrower shall pay a late reporting fee of \$500 per month, or portion thereof, shall apply for late provision of annual Financial Statements after expiry of the 120 day period.

7. **SECURITY:**

The attached Schedule "A" forms part of this Agreement.

8. **KEY CONDITIONS/ COVENANTS:**

The attached Schedule "B" forms part of this Agreement.

9. **ACKNOWLEDGEMENT OF THE COVENANT BREACH:**

Based on the financial information provided, the Borrower has not met and is noted in default of the following Covenant(s):

- 9.1. The Borrower acknowledges, confirms and agrees firstly, that they were in breach of the "*Current Ratio*" excluding CPLTD covenant at 1.08:1, as per year end financials statements dated August 30, 2019 (as outlined in Schedule B attached).
- 9.2. The Borrower acknowledges, confirms and agrees firstly, that they are in breach of the "*Debt to Tangible Net Worth Ratio*" covenant at 4.51:1, as per year end financials statements dated August 30, 2019 (as outlined in Schedule B attached).
- 9.3. The Borrower acknowledges, confirms and agrees firstly, that they are in breach of the "*Trailing Cash Flow Coverage Ratio*" covenant at 0.47:1, as per year end financial statements dated August 30, 2019 (as outlined in Schedule B attached).

The cure date for these breaches is no later than August 31, 2020.

10. **REPORTING REQUIREMENTS:**

The attached Schedule "C" forms part of this Agreement.

11. **CONDITIONS PRECEDENT TO DRAWDOWN:**

The attached Schedule "D" forms part of this Agreement.

12. **GENERAL CONDITIONS:**

The attached Schedule "E" forms part of this Agreement.

13. **STANDARD LOAN TERMS & DEFINITIONS:**

The attached Schedule "F" forms part of this Agreement.

14. **REVIEW:**

All loans are subject to review at any time, and in any event will be reviewed annually, based on the year-end financial statements of the Borrower and Guarantor(s). The next review date has been established as December 31, 2020.

15. **PREPAYMENT:**

15.1. Loans drawn under the Floating Rate option are subject to prepayment charges equal to three (3) months interest calculated on the unpaid principal balance at the rate provided herein.

15.2. Loans drawn under the Fixed Rate option are subject to prepayment charges equal to the greater of the following:

(a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or

(b) a prepayment charge equal to the Bank's Unwinding Costs.

16. **COSTS:**

All costs, including, but not limited to legal counsel expense, appraisal fees and reasonable out-of-pocket expenses incurred by the Bank in connection with the preparation and registration of this Agreement and the Bank's security and the enforcement of the Bank's rights under this Agreement or the Bank's security are for the account of the Borrower and this Agreement will serve as the Bank's authority to charge this amount to the Borrower(s) deposit account under advice to the Borrower.

17. **ASSIGNMENT BY BORROWER:**

The Borrower shall not assign or encumber its rights and obligations under the Loan(s), this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

18. **MATERIAL CHANGE:**

Acceptance of this Agreement provides full and sufficient acknowledgement that, if in the opinion of the Bank, any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower or any Guarantor, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

19. **NON-MERGER:**

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrower

and/or any Guarantor hereafter, and the advancement of any funds by the Bank. In the event of conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

20. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrower(s) to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Accounting Changes refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by the Borrower.


If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return this letter. Upon acceptance \$20,000 application fee will be debited from your CWB account. This Agreement will expire if not accepted by February 15, 2020.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
CANADIAN WESTERN BANK



Alan Wells
AVP & Branch Manager
Lloydminster Branch



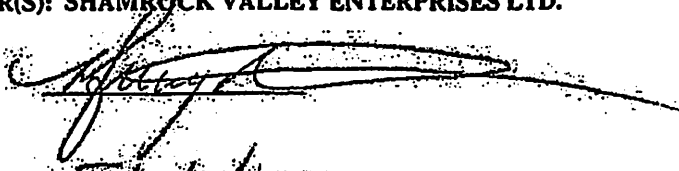
Stephanie Harris
Relationship Manager, Commercial
Lloydminster Branch

ACKNOWLEDGEMENT:

The Borrower(s) certifies that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

BORROWER(S): SHAMROCK VALLEY ENTERPRISES LTD.

Signed

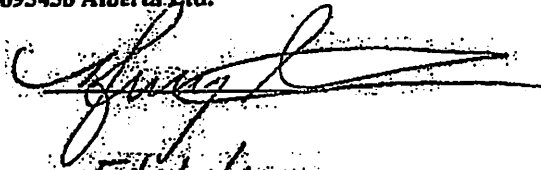


Accepted

Feb 4 / 2020
Date

Guarantor: 695458 Alberta Ltd.

Signed



Accepted

Feb 4 / 2020
Date

Guarantor(s):

Signed



Merry Nielsen

Signed



Lisa Nielsen

Accepted

Feb 4 / 2020
Date

Accepted

FEB 4 / 2020
Date

SCHEDULE "A" – INDUSTRIAL**SECURITY**

All security documentation described herein must be prepared, executed and registered, as required by the Bank, prior to drawdown of any funds. The types of security, supporting resolutions and agreements to be provided by the Borrower to the Bank will be in form and content satisfactory to the Bank and/or its solicitor, and without restricting the generality of the foregoing, will include:

Held

1. General Security Agreement providing a second security interest in all specific serial numbered assets, and all present and after acquired property to be registered in all appropriate jurisdictions;
2. Schedule A(s) to General Security Agreement;
3. Promissory Note(s);
4. Assignment and Postponement of Creditors Claim executed by Murry Nielsen;
5. Loan Agreement executed by the Borrower and Guarantor(s).
6. Schedule A to General Security Agreement
7. A Joint and Several Limited Liability Guarantee in an amount of \$5,000,000 from Murry and Lisa Nielsen in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank supported with Independent Legal Advice;
8. Assignment and Postponement of Creditors Claim from Murry and Lisa Nielsen;
9. Full Liability Guarantee from 695458 Alberta Ltd. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;
10. Assignment and Postponement of Creditors Claim from 695458 Alberta Ltd.;
11. Overdraft Lending Agreement in the amount of \$6,000,000;
12. Corporate VISA Card Agreement;
13. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of the Borrower taken as security by the Bank including the building located on the property noted above, with first loss payable to the Bank by way of standard mortgage clause;
14. Creditor's Life Insurance (waiver).
15. Such additional securities as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

The Borrower(s) and Guarantor(s) acknowledge and agree that the securities above described provided by the Borrower(s), support all loans and secure all indebtedness of the Borrower to the Bank.

**SCHEDULE "B" – INDUSTRIAL
KEY COVENANTS/CONDITIONS**

KEY COVENANTS:

The Borrower agrees:

1. to pay all sums of money when due under this Agreement;
2. to give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
3. to maintain on an annual basis a "*Trailing Cash Flow Coverage Ratio*" of not less than 1.15:1
4. Cash flow coverage ratio is to be calculated as EBITDA less Cash Income Taxes less Unfunded Capital Expenditures (including capitalized equipment repairs) less Dividends plus or minus any changes in shareholder or related party loans divided by all principal and interest obligations paid over the same period;
5. to maintain on a monthly basis a "*Debt to Tangible Net Worth Ratio*" not greater than 2.50:1; "*Debt to Tangible Net Worth Ratio*" means the ratio of Debt to Tangible Net Worth, Where:
 - (i) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment. Any future operating lease commitments are to be included as debt as well.
 - (ii) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to the Bank, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by the bank to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained.
6. to maintain on a monthly basis a "*Current Ratio*" *excluding CPLTD* not less than 1.40:1. For this calculation, the current portion of future taxes is to be considered a long term liability;
7. not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by third party except as provided herein;
8. not to incur any additional long term debt or issue guarantees other than in the normal course of business;
9. to give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;
10. not to change its name or merge, amalgamate or consolidate with any other corporation;
11. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien;
12. to insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrower (including accidental pollution liability), business/rental interruption, general liability of \$2,000,000.00, etc;
13. not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;
14. to file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims

which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

15. to comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environmental related liabilities existent now or in the future with respect to the Borrower's property;
16. to provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrower.
17. To Finalize the transfer of EFT deposits from customers to the CWB main operating account within 90 days of the date of this Commitment Letter.

CONDITIONS:

LOAN SEGMENTS (1 & 2)

MARGIN REQUIREMENTS

Total outstanding operating loans (maximum of \$6,995,000.00 to March 31, 2019, then \$5,995,000 thereafter) plus the approved credit card limit (maximum \$5,000.00)* plus Priority Claims** outstanding will not at any time exceed 75% of good Canadian trade accounts receivable acceptable to the Bank and excluding accounts payable subject to lien under the Builder's Lien Act***, inter-company accounts, accounts payable contras****, and holdbacks receivables as well as the entire outstanding balance of accounts where any portion exceeds 60 days *****.

Credit reports for accounts receivable exceeding \$500,000.00 (with the exception of Cenovus and CNRL) will be obtained by the Bank no less frequently than annually, with the cost of obtaining such credit or such report to the account of the Borrower.

* "Approval credit card limit" means the level of credit approved and identified by the bank for business credit cards issued to the borrower by Canadian Western Bank.

** "Priority Claims" means deductions at source for Income Tax, Worker's Compensation, CPP and UIC, GST, Provincial sales tax, wage claims and arrears of rent for business premises. While not classed as priority claims, unpaid utility bills should also be considered if security realization would necessitate uninterrupted service of hydro, telephone, etc. Also, Federal excise taxes on goods stored in bonded warehouses become priorities when goods are removed from bond.

*** "Accounts payable subject to lien under the Builder's Lien Act" means all trade payables that are directly associated with completion of a contract and include, but are not limited to, sub-contractors for labour, equipment suppliers, materials suppliers, and transportation of labour, equipment or materials to the job site. Borrowers are to clearly identify all accounts payable subject to lien.

**** "Accounts payable contras" means the balance of outstanding accounts receivable where the borrower is also indebted to the trade debtor.

***** Only "amounts" outstanding over 60 days on firms approved by the Bank on an exception basis are to be excluded. The following firms permitted for exclusion are:

- 1) Cenovus FCCL Inc.
- 2) Canadian Natural Resources Ltd.
- 3) Husky Energy

**SCHEDULE "C" - INDUSTRIAL
REPORTING REQUIREMENTS**

The Borrower agrees to provide the following to the Bank:

1. aged listings of accounts receivable and accounts payable as at the end of each month, together with form 1634 Monthly Statement of Borrowing Limit signed by an officer of the Borrower as correct, by the 25th day of the following month accompanied by a copy of their monthly bank account statement for any business operating accounts held at other Financial Institutions until they are closed;
2. an Officers Compliance Certificate form 1636 monthly (within 25 days of month end), certifying that all lending conditions and requirements are being complied with;
3. monthly financial statements and/or such other information as the Bank considers necessary by the 25th day of the following month;
4. Review Engagement annual financial statements of the Borrower prepared by a firm of qualified professional accountants within 120 days of their respective fiscal year-ends;
5. Notice to Reader annual financial statements of the Guarantor, 695458 Alberta Ltd., prepared by a firm of qualified professional accountants within 120 days of their respective fiscal year-ends;
6. annual updated equipment listing;
7. annual projections for monthly balance sheet, income statement and cash flow within 60 days of corporate year end;
8. biennial updated personal net worth statements of Guarantors on the Canadian Western Bank forms duly completed and signed;
9. a Confirmation of Payable Status form 1054 on an monthly basis;
10. any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.
11. a detailed schedule of operating leases that includes the creditor, outstanding balances including any residuals, term, and monthly payment obligation, on an annual basis;

SCHEDULE "D" – INDUSTRIAL
CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance;

1. the Bank shall be satisfied with the business, assets and financial condition of the Borrower and Guarantor(s) and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered, as appropriate, and the Bank shall have received a solicitor's letter of opinion with respect to the same;
2. any participation by way of equity, shareholders' loans, or other cash injection required under the terms of this Agreement must be in place or satisfactory evidence provided to the Bank confirming same;
3. the Borrower will provide a Confirmation of Payable Status form 1054I (to be obtained whenever funding new/used equipment purchases);
4. The Bank is to satisfied with the value of all equipment to be listed on Schedule A of the General Security Agreement by way of way of visual inspection for serial numbers and condition. Additionally, the Bank will be provided with ownership documents;
5. eligible equipment under industrial equipment financing is limited to standard heavy equipment;
6. all equipment, new or used, will be visually inspected for serial numbers and condition when purchased from a private vendor.

SCHEDULE "E"
GENERAL CONDITIONS

EVENTS OF DEFAULT

1. Notwithstanding anything expressed or implied to the contrary, all indebtedness and liability of the Borrower's to the Bank under this Agreement is deemed to be repayable **ON DEMAND** and such indebtedness and liability may be demanded by the Bank at any time in the Bank's sole and exclusive discretion. In addition to being of a demand nature, the full amount of the indebtedness and liability of the Borrower then outstanding, together with accrued interest and any other charges then owing by the Borrower to the Bank shall at the option of the Bank, forthwith be accelerated and be due and payable, and upon being declared to be due and payable, the securities shall immediately become enforceable and the Bank may proceed to realize and enforce the same upon the occurrence and during the continuance of any of the following events or circumstances (which events or circumstances are herein referred to as the "Events of Default"):
- (a) the Borrower or any Guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise any payment of interest, principal, fees, commissions or other amounts payable to the Bank;
 - (b) there is a breach by the Borrower of any other term or condition contained in this Agreement or in any other agreement to which the Borrower and the Bank are parties and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;
 - (c) any default occurs under the terms of any security to be provided in accordance with this Agreement or under any other credit, loan or security agreement to which the Borrower is a party and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;
 - (d) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other analogous proceedings are instituted by or against the Borrower and, if instituted against the Borrower are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
 - (e) a Receiver is appointed over any property of the Borrower or any judgement or order or any process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;
 - (f) any adverse change occurs in the financial condition of the Borrower or any Guarantor;
 - (g) any adverse change occurs in the environmental condition of:
 - (i) the Borrower(s), or either of them, or any Guarantor of the Borrower; or
 - (ii) any property, equipment, or business activities of the Borrower or any Guarantor of the Borrower.
 - (h) the Borrower acknowledges that failure by any Guarantor(s) of this Agreement to comply with the disclosure requirements set out in Section 45 of the Business Corporations Act (BCA) of Alberta shall constitute a default of the Borrower pursuant to this Agreement.

MISCELLANEOUS CONDITIONS:

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.
2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.
3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.
4. the Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank.
5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.



SCHEDULE "F" – INDUSTRIAL

SCHEDULE – STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

- 1.1. **Interest Rate.** You will pay interest on each Loan at nominal rates per year at the rate specified in this Agreement.
- 1.2. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice, whenever the Bank's Prime Rate changes.
- 1.3. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.
- 1.4. **Fees.** You will pay the Bank's fees for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.
- 1.5. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.
- 1.6. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.
- 1.7. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.
- 1.8. **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.
- 1.9. **Insurance.** You will keep all our business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgage Clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.
- 1.10. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse the Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against the Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.
- 1.11. **Consent to release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.
- 1.12. **Proof of debt.** This Agreement provides the proof, between the Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).
- 1.13. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.
- 1.14. **Confidentiality.** The terms of this Agreement are confidential between you and the Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.

- 1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:
- (a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrow and give security;
 - (b) all the required security has been received and registered to our satisfaction;
 - (c) any special provisions or conditions set forth in the Agreement have been complied with; and
 - (d) If applicable, you have given us the required number of days notice for a drawing under a Loan.
- 1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.
- 1.17. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate. If the Prime Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.
 - (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate.
 - (c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of: three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.

ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday or a Sunday) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- o in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principals; and
- o in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"Customer Automated Funds Transfer (CAFT)" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

- (i) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.
- (ii) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to the Bank, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by the Bank to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to the Bank.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate at the time of such drawdown, conversion or extension.

"Intangibles" means assets of the business that have no value in themselves but represent value. They include such things as copyright, goodwill, patents and trademarks; franchises, licenses, leases, research and development costs, and deferred development costs.

"Letter of Credit" or "LC" means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan" means any loan segment referred to in the Agreement and if there are two or more segments, "Loan" includes reference to each segment.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Mandatory Capital Expenditures" means net capital expenditures incurred by you not financed by long term debt. Net capital expenditures means all capitalized fixed asset purchases less fixed asset sales.

"Monthly Statement of Borrowing Limits" means the CWB form 1099 by that name, as it may from time to time be changed.

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business.

"Postponed Debt" means any debt owed by you that has been formally postponed to the Bank.

"Prime Rate" means the variable reference rate of interest per year declared by the Bank from time to time to be its Prime rate for Canadian dollar loans made by the Bank in Canada.

"Principal Sum" means the loan balance outstanding.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"Shareholders' Equity" means paid-in capital, retained earnings and attributed or contributed surplus.

"Unwinding Costs" means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.



June 18, 2021

Shamrock Valley Enterprises Ltd.
P.O. Box 505
Elk Point, AB., T0A 1A0

Attention: Murry Nielsen

Re: First Amendment to the Commitment Letter (Original Agreement) dated January 27, 2020 from Canadian Western Bank (the "Bank") to Shamrock Valley Enterprises Ltd. (the "Borrower") and 695458 Alberta Ltd., Murry and Lisa Nielsen (the "Guarantors")

At the request of the Borrower Shamrock Valley Enterprises Ltd., and the Guarantors the Bank has authorized the following amendments to the Original Agreement:

1. LOAN AMOUNT:

Section 1 of the Original Agreement shall be replaced by the following:

- 1.1. Loan Segment (1): Demand Operating Loan to a maximum of \$6,000,000
- 1.2. Loan Segment (2): CWB Corporate Visa to a maximum of \$50,000, is a sub limit included within the above Loan Segment (1).

Collectively referred to as "the Loans"

2. Key Conditions / Covenants:

Schedule "B" section "CONDITIONS: LOAN SEGMENTS (1 & 2) MARGIN REQUIREMENTS" shall be replaced by the following:

Total outstanding operating loans plus the approved credit card limit* plus Priority Claims** outstanding will not at any time exceed the approved unmarginated amount*** plus 75% of good Canadian trade accounts receivable acceptable to the Bank and excluding accounts payable subject to lien under the Builder's Lien Act,**** inter-company accounts, accounts payable contra,***** and holdbacks receivables as well as the entire outstanding balance of accounts where any portion exceeds 60 days. *****

Credit reports for accounts receivable exceeding \$500,000 (with the exception of Cenovus and CNRL) will be obtained by the Bank no less frequently than annually, with the cost of obtaining such credit or such report to the account of the Borrower.

* "Approved credit card limit" means the level of credit approved and identified by the bank for business credit cards issued to the borrower by Canadian Western Bank.

Canadian Western Bank Place | Suite 3000, 10303 Jasper Avenue, Edmonton, AB T5J 3X6
t. 780.423.6888 | F. 780.423.8897
cwbank.com

- ♦♦ "Priority Claims" means deductions at source for Income Tax, Worker's Compensation, CPP and UIC, GST, Provincial sales tax, wage claims and arrears of rent for business premises.
- ♦♦♦ "Approved unmarginated amount" is \$116,428 and is available up to and including June 30, 2021 at which point the approved unmarginated amount is reduced to zero (\$nil).
- ♦♦♦♦ "Accounts payable subject to lien under the Builder's Lien Act" means all trade payables that are directly associated with completion of a contract and include, but are not limited to, sub-contractors for labour, equipment suppliers, materials suppliers, and transportation of labour, equipment or materials to the job site. Borrowers are to clearly identify all accounts payable subject to lien.
- ♦♦♦♦♦ "Accounts payable contra" means the balance of outstanding accounts receivable where the borrower is also indebted to the trade debtor.
- ♦♦♦♦♦ Only "amounts" outstanding over 60 days on firms approved by the Bank on an exception basis are to be excluded. The following firms permitted for exclusion are:
 - 1) Cenovus FCCI Inc.
 - 2) Canadian Natural Resources Ltd.
 - 3) Husky Energy

3. **Fees:**

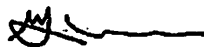
The Bank has waived the amendment fee for this accommodation. The Borrower recognises the goodwill of the Bank given its time, effort and expense incurred in the review of documents and financial statements along with the processing and documentation of this request.

4. **Continuation of Original Agreement:**

The Borrower and the Guarantors hereby acknowledge and confirm that except as expressly amended herein, the Original Agreement and all of the terms and conditions therein shall continue to be in full force with respect to the loan.

This amendment is open for acceptance until June 22, 2021.

Yours truly,
CANADIAN WESTERN BANK



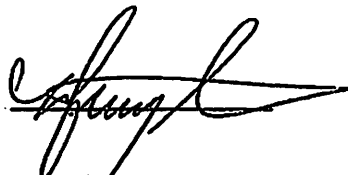
Margaret Lea Phillips
AVP, Special Asset Management



Dean Chan
Sr. AVP, Special Asset Management

Agreed to and accepted this 21 day of June, 2021

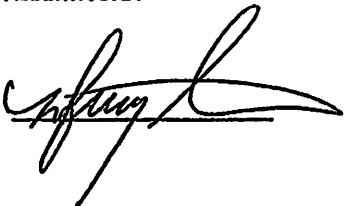
BORROWER:
Shamrock Valley Enterprises Ltd.

Signed 

Signed _____

GUARANTORS(S):

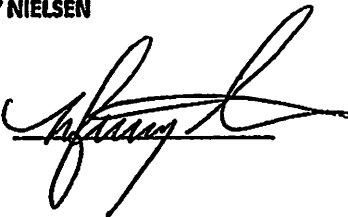
695458 ALBERTA LTD.

Signed 

Signed _____

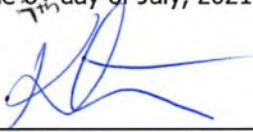
MURRY NIELSEN

LISA NIELSEN

Signed 

Signed 

This is **Exhibit "B"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the 6th day of July, 2021.



A Notary Public in and for
the Province of British Columbia



Payout Statement

Statement Date: 23 June 2021

CWB Branch Info:

Address: 3000 -10303 Jasper Avenue
Edmonton, Alberta T5J 3X6
Phone Number: N/A
Fax Number: N/A
Contact Name: Margaret Lea Phillips Margaretlea.Phillips@cwbank.com

Customer Name(s): SHAMROCK VALLEY ENTERPRISES LTD.

Account #: 101003542832

Current Interest Rate: 4.450%

ALL BALANCES QUOTED IN THIS STATEMENT ARE EFFECTIVE AS OF 24 June 2021 ("the Payout Date").

BALANCE OUTSTANDING:

| | |
|-------------------------------|--------------------------------|
| Principal Balance*: | <u>\$3,868,416.00</u> |
| Accrued Interest: | <u>\$10,780.20</u> |
| Prepayment Charge: | <u> </u> |
| Discharge/Administration Fee: | <u> </u> |
| Other: Legal Fee | <u> TBA</u> |
| Other: Consultant Cost | <u> TBA</u> |
| Other: | <u> </u> |
| TOTAL AMOUNT DUE: | <u>\$3,879,196.20</u> |
| Per Diem Interest | <u>\$471.63</u> |

* Principal Balance includes arrears (if any) as of the Statement Date.

ERRORS AND OMISSIONS EXCEPTED.

ADDITIONAL INFORMATION:

1. This statement is valid until 24 June 2021.
2. Payment in full must be received by certified cheque, bank draft or Lawyer's Trust cheque no later than 2:00 p.m. on the Payout Date. If funds are not received by 2:00 p.m., the per diem amount for each additional day, including the Payout Date, must be added to the Total Amount Due.
3. This statement is based on the interest rate in effect at the time of issue. If the loan/mortgage contains a variable interest rate, the balances shown are subject to change.
4. Balances are estimated on the assumption that all regularly scheduled payments are made up to and including the Payout Date. If a scheduled payment is not made, the Total Amount Due may be subject to change.
5. **Please verify Total Amount Due by calling Canadian Western Bank at the number listed above within 24 hours of the Payout Date to confirm the loan account is current or to request an updated balance.**
6. Note: Collateral security may be used to secure multiple loans. A discharge of security will only be provided when all loans secured by the security are paid in full and closed.

Prepared by: Susan Dsouza
Signature

Reviewed by: Jasveen Dhaliwal
Signature



Payout Statement

Statement Date: 23 June 2021

CWB Branch Info:

Address: 3000 -10303 Jasper Avenue
Edmonton, Alberta T5J 3X6

Phone Number: N/A
Fax Number: N/A

Contact Name: Margaret Lea Phillips Margaretlea.Phillips@cwbank.com

Customer Name(s): SHAMROCK VALLEY ENTERPRISES LTD.

Account #: MD1612102576

Current Interest Rate: _____%

ALL BALANCES QUOTED IN THIS STATEMENT ARE EFFECTIVE AS OF 24 June 2021 ("the Payout Date").

BALANCE OUTSTANDING:

| | |
|-------------------------------|--------------------|
| Principal Balance*: | \$50,000.00 |
| Accrued Interest: | TBA |
| Prepayment Charge: | _____ |
| Discharge/Administration Fee: | _____ |
| Other: Fees | TBA |
| Other: | _____ |
| Other: | _____ |
| TOTAL AMOUNT DUE: | \$50,000.00 |
| Per Diem Interest | _____ |

* Principal Balance includes arrears (if any) as of the Statement Date.

ERRORS AND OMISSIONS EXCEPTED.

ADDITIONAL INFORMATION:

1. This statement is valid until 24 June 2021.
2. Payment in full must be received by certified cheque, bank draft or Lawyer's Trust cheque no later than 2:00 p.m. on the Payout Date. If funds are not received by 2:00 p.m., the per diem amount for each additional day, including the Payout Date, must be added to the Total Amount Due.
3. This statement is based on the interest rate in effect at the time of issue. If the loan/mortgage contains a variable interest rate, the balances shown are subject to change.
4. Balances are estimated on the assumption that all regularly scheduled payments are made up to and including the Payout Date. If a scheduled payment is not made, the Total Amount Due may be subject to change.
5. **Please verify Total Amount Due by calling Canadian Western Bank at the number listed above within 24 hours of the Payout Date to confirm the loan account is current or to request an updated balance.**
6. Note: Collateral security may be used to secure multiple loans. A discharge of security will only be provided when all loans secured by the security are paid in full and closed.

Prepared by: Susan Dsouza
Signature

Reviewed by: Jasreen Dhaliwal
Signature

This is **Exhibit "C"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the 6th day of July, 2021.

A handwritten signature in blue ink, appearing to be 'J. Chan', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia



THIS GENERAL SECURITY AGREEMENT DATED 17 March 2015 ✓

BRANCH ADDRESS:

SUITE C, 6209 44 ST, LLOYDMINSTER, ALBERTA T9V 1V8

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province of ALBERTA in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefore now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct,
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B":
- (f) "Debtor" means:
 SHAMROCK VALLEY ENTERPRISES LTD. ✓
 PO BOX 505
 ELK POINT, AB T0A 1A0
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or

regulation of any administrative or governmental body;

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A: or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to in in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager or receiver and manager; and
- (l) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged), the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;

- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;

- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$100,000.00,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;
- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financial statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and

- (iii) the exercise of any right or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;
- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
- (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral, and
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,

- (iv) all policies and certificates of insurance relating to the Collateral, and
- (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal or provincial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business

operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business, assets or the Collateral;

- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

8. ACCELERATION

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.
- (b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems

- reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization;
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situated, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any or the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;
- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or

remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default by no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any Default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

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

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the Bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of ALBERTA.
- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.


IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date stated above.

SHAMROCK VALLEY ENTERPRISES LTD.

Name: MUNNY NIELSEN

Corporate Seal
If Applicable

Title: PRESIDENT

Signature: 

Debtor Address:
PO BOX 505, ELK POINT, AB T0A 1A0

SCHEDULE "A"

- 1. SPECIFICALLY DESCRIBED COLLATERAL**
 - (a) Serial Number Goods
Make, Model, Year of Manufacture, Serial Number
 - (b) Other

- 2. PURCHASE MONEY SECURITY INTERESTS**

- 3. PERMITTED ENCUMBRANCES**

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

PO BOX 505
ELK POINT, AB T0A 1A0

(b) Other Locations:

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

PO BOX 505
ELK POINT, AB T0A 1A0

3. LOCATIONS OF COLLATERAL

ALBERTA

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated: 17 March 2015

FROM:

**SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0**

TO:

**CANADIAN WESTERN BANK
SUITE C, 6209 44 ST
LLOYDMINSTER, AB T9V 1V8**

GENERAL SECURITY AGREEMENT

GSA

CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED the 24 day of July, 2015. ✓

BRANCH ADDRESS:
Suite C, 6209 – 44 Street
Lloydminster, Alberta, T9V 1V8

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province of Alberta in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest" and "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Bank" means **CANADIAN WESTERN BANK**;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct,
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means **SHAMROCK VALLEY ENTERPRISES LTD.**; ✓
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;
- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished

and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;

- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Bank prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favour of the Bank in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor

has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;

- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere by the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and,
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be

- constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
- (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000.00,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;
- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
- (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;

- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transactions in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;
- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favour of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favour of the Bank or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;

- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);
- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal or provincial statute to remain unpaid for 30 days or more;
- (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business, assets or the Collateral;
- (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g) or (h); or
- (b) the Bank taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION/DEFAULT

- (a) In the event of Default the Bank, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

- (b) In the event of an early payout, in whole or part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Bank deems advisable;
- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and possess the Collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including dispositions by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situate, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein.

Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and
- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Bank acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any Default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

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

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

- (a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to

the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.

- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.
- (d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the Bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the Indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.

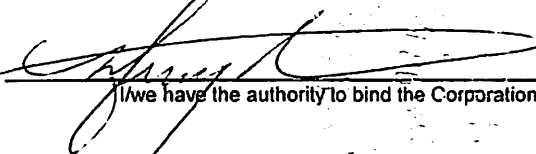
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.
- (h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

SHAMROCK VALLEY ENTERPRISES LTD.

Per:  _____
 I/we have the authority to bind the Corporation

Per: _____

DEBTOR ADDRESS:
(Chief Executive Office, if Corporation, or residence if Individual)

P.O. Box 113
Elk Point, Alberta, T0A 1A0

SCHEDULE "A"

1. SPECIFICALLY DESCRIBED COLLATERAL

(a) Serial Number Goods

Make, Model, Year of Manufacture, Serial Number

As shown on the attached schedule of equipment

(b) Other

2. PURCHASE MONEY SECURITY INTERESTS

None

3. PERMITTED ENCUMBRANCES

as shown on the attached Schedule of equipment

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

NIL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

Box 113
Elk Point, Alberta, T0A 1A0

(b) Other Locations

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

NIL

SCHEDULE OF EQUIPMENT

GRADERS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|-------------------|-------------------|
| 1 | 890-102 | 1980 CAT 140 G | 81V01043 |
| 2 | 890-112 | 1997 CAT 140H | 2ZK01503 |
| 3 | 890-113 | 1999 CAT 140 H | 2ZK01722 |
| 4 | 890-114 | 1992 CAT 16G | 93U75487 |
| 5 | 890-115 | 2001 CAT 14H | CAT0014HV7WJ01976 |
| 6 | 890-116 | 2000 CAT 140H | 2ZK04884 |
| 7 | 890-117 | 2005 CAT 140H | CAT0104HPAPM02263 |
| 8 | 890-118 | 2006 CAT | CAT0014HASLD1859 |
| 9 | 890-119 | 2013 CAT 140M AWD | CAT0140MCD9G01438 |

EXCAVATORS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|-------------------------|-------------------|
| 1 | 890-313 | 2007 Hitachi ZX270LC | FF01V4Q030624 |
| 2 | 890-314 | 2007 Hitachi 2X350LC-3 | FF01V7Q051676 |
| 3 | 890-315 | 2007 Hitachi ZX450LC-3 | FF01J3Q020845 |
| 4 | 890-316 | 2007 CAT 325 DL | CAT03250AA3R00370 |
| 5 | 890-317 | 2007 Hitachi ZX270LC-3 | FF01V4Q030615 |
| 6 | 890-319 | 2006 John Deere 24DD | FF240DX605189 |
| 7 | 890-320 | 2008 Hitachi ZX270LC-3 | FF01V4Q030744 |
| 8 | 890-321 | 2011 329DL | CAT0329DEWLT00597 |
| 9 | 890-322 | 2011 John Deere 290G LC | 1FF290GXLBD705088 |
| 10 | 890-323 | 2006 Hitachi ZX240LC-3 | FF01V1Q020274 |
| 11 | 890-324 | 2012 Komatsu PC360LC-10 | A32642 |
| 12 | 890-325 | 2014 ID 250GLC | 1FF250GXCED609148 |
| 13 | 890-326 | 2014 CAT 336EL | CAT0336EEFJH01438 |
| 14 | 890-327 | 2013 CAT 349E | CAT0349EVTFG01057 |

ARTICULATED DUMP TRUCKS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|-----------------|-------------------|
| 1 | 890-351 | 2005 CAT 735 | CAT00735CB1N00197 |
| 2 | 890-352 | 2004 CAT 730 | CAT00730KAGF01003 |
| 3 | 890-353 | 2006 CAT 730 | CAT00730HB1M00635 |
| 4 | 890-354 | 2005 CAT 730 | CAT00730EAGF01514 |
| 5 | 890-355 | 2007 CAT 735 | CAT00735AB1N00680 |
| 6 | 890-356 | 2004 CAT 735 | CAT00735EAWR0064 |
| 7 | 890-367 | 2012 Volvo A35F | VCE0A35FA00010191 |
| 8 | 890-358 | 2012 Volvo A30F | VCE0A30FL00082078 |
| 9 | 890-359 | 2012 Volvo A30F | VCE0A40FH00082079 |

DOZERS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|-----------------------|-------------------|
| 1 | 890-422 | 1996 Komatsu D37P | 3430 |
| 2 | 890-427 | 2001 CAT D6R | CAT00D6RE5LN03217 |
| 3 | 890-428 | 1996 CAT D8R | 7XM00903 |
| 4 | 890-430 | 1997 CAT D7R | 02EN00361 |
| 5 | 890-431 | 1999 CAT D7R | 2EN00870 |
| 6 | 890-433 | 2004 Komatsu D37PX-21 | 5072 |
| 7 | 890-434 | 2002 CAT D6M | CAT00D6MP4JN02832 |
| 8 | 890-435 | 2004 CAT D6N | CAT00D6NTALY01017 |
| 9 | 890-436 | 2000 CAT D6R | 5LN02631 |
| 10 | 890-437 | 2004 CAT D6N LGP | ALY00261 |
| 11 | 890-438 | 2005 CAT D6R | CAT00D6RJADE00880 |

| | | | |
|----|---------|--------------------------|-------------------|
| 12 | 890-439 | 2007 CAT D7R | CAT00D7RJAGN01590 |
| 13 | 890-440 | 2006 CAT D7R | VAGN01527 |
| 14 | 890-441 | 2006 CAT D6R XW Series 3 | CMRT00387 |
| 15 | 890-442 | 2007 CAT D6NLGP III | CAT00D6NADJY00331 |
| 16 | 890-443 | 2008 CAT D7R XR | AGN01790 |
| 17 | 890-444 | 2006 CAT D7R XR | KAGN00969 |
| 18 | 890-445 | 2007 CAT D6R XW | CAT00D6RHHDC00292 |
| 19 | 890-446 | 2008 CAT D6T XW | CAT00D6THDJG00344 |
| 20 | 890-447 | 2011 CAT D6NLGP | CAT00D6NEGHS00571 |
| 21 | 890-448 | 2012 CAT D6NLGP | CAT00D6NHGHS01296 |
| 22 | 890-449 | 2012 CAT D8T | CAT00D8TJMLN01658 |
| 23 | 890-450 | 2012 Komatsu D39PX-22 | 3712 |
| 24 | 890-451 | 2014 CAT D8T | CAT00D6TLRCW01419 |
| 25 | 890-452 | 2014 CAT D8T | CAT00D6TVRCW01420 |
| 26 | 890-453 | 2014 CAT D6X | CAT00D6KPRST00766 |

WHEEL LOADERS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|---------------------------|-------------------|
| 1 | 890-502 | 1997 CAT 938F | 1KM01924 |
| 2 | 890-503 | 2004 S250 Bobcat | 521315628 |
| 3 | 890-504 | 1982 CAT 950 | 31K1604 |
| 4 | 890-505 | 2010 T320 Bobcat CTL | A7MP63692 |
| 5 | 890-506 | 2010 CAT 938H | CAT093HCMJC00862 |
| 6 | 890-507 | 2011 Bobcat T770 | A3P811612 |
| 7 | 890-508 | 2014 Bobcat T770 | AN8T12782 |
| 8 | 890-509 | 1986 Aero 6000 Forklift | 70492 |
| 9 | 890-510 | 2015 John Deere 624K 4FWD | 1DW624KZTED664391 |

MULCHERS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|---------------------------------|-----------------------|
| 1 | 890-701 | 2002 Gyro-Trac GT18XP | BCT02021096C |
| 2 | 890-702 | 2005 Fecon BH120 | 1225H207A5 |
| 3 | 890-703 | 2006 Supertrak SK200TR | D5G00106 |
| 4 | | 2006 Fecon BH120 | 1225H323A5 |
| 5 | 890-704 | 2006 CMI C250 Hurricane Crawler | GBJ03712 |
| 6 | | C250 Hurricane Mulcher Head | (attached to 895-704) |
| 7 | 890-705 | 2008 CMI C250 Hurricane Crawler | C250/GBJ08309 |
| 8 | | 140U Mulcher head | (attached to 895-705) |

SCRAPERS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|---------------|---------------|
| 1 | 890-809 | 1998 CAT 627F | 1DL00511 |
| 2 | 890-810 | 1999 CAT 627F | 1DL00703 |
| 3 | 890-811 | 1999 CAT 627F | 1DL00730 |
| 4 | 890-812 | 1999 CAT 627F | 1DL00740 |
| 5 | 890-813 | 1999 CAT 637E | 1FB00795 |
| 6 | 890-814 | 1999 CAT 637E | 1FB00796 |
| 7 | 890-815 | 1988 CAT 637E | 1JB00648 |
| 8 | 890-816 | 1988 CAT 637E | 1JB00649 |
| 9 | 890-817 | 1998 CAT 627F | 1DL00342 |
| 10 | 890-818 | 1999 CAT 627F | 1DL00499 |
| 11 | 890-819 | 1999 CAT 627F | 1DL00532 |
| 12 | 890-820 | 2000 CAT 627F | 1DL00822 |
| 13 | 890-821 | 2000 CAT 627F | 1DL00824 |

| | | | |
|----|---------|---------------|-------------------|
| 14 | 890-822 | 2005 CAT 627G | CAT0627GVDBD00278 |
| 15 | 890-823 | 2005 CAT 627G | CAT0627GADBD00279 |
| 16 | 890-824 | 1996 CAT 627F | 1DL00262 |
| 17 | 890-825 | 2004 CAT 621G | CAT0621GCCEN00319 |
| 18 | 890-826 | 2004 CAT 621G | CAT0621GPCEN00316 |
| 19 | 890-827 | 2004 CAT 621G | CAT06Z1GKCEN00320 |
| 20 | 890-828 | 2007 CAT 627G | CAT0627GCDBD00692 |
| 21 | 890-829 | 2007 CAT 627G | CAT0627GTDBD00693 |
| 22 | 890-830 | 2001 CAT 627G | AXF00310 |
| 23 | 890-831 | 2012 CAT 627H | CAT0627HTDBW00160 |
| 24 | 890-832 | 2012 CAT 627H | CAT0627HCDBW00164 |

PACKERS

| Item | Unit # | Year/Make | Serial Number |
|------|---------|--------------------------|-------------------|
| 1 | 890-908 | 1988 WRT 13 Wobble Wheel | PT13-56088 |
| 2 | 890-909 | 1988 WRT 13 Wobble Wheel | PT13-65488 |
| 3 | 890-910 | 1988 CAT CP563C | 5KN00255 |
| 4 | 890-911 | 2002 CAT CP563D | CATCP563L9ZW00623 |
| 5 | 890-912 | 1989 CAT 815B | 17Z01007 |
| 6 | 890-913 | 1999 CAT 815B | 17Z01662 |
| 7 | 890-914 | 2005 IR SD116F | 181524 |
| 8 | 890-915 | 2005 IR SD122F | 185113 |
| 9 | 890-916 | 2005 CAT 815F | CAT0815FVBKL00807 |
| 10 | 890-917 | Rome Model DD4860 | 33329 |
| 11 | 890-918 | Allied 2300 Ho-Pac | 1251 |
| 12 | 890-919 | 2013 CAT CP56B | CATCP56BCLHC00340 |
| 14 | 890-920 | 2012 Hamm 3412 | H1802493 |
| 15 | 890-921 | 2300 Allied HoPac | 01867 |
| 16 | 890-922 | 2012 Hamm 3410 | H1792109 |

TRUCKS – HEAVY COMMERCIAL

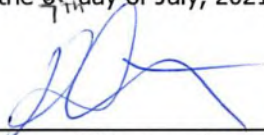
| Item | Unit # | Year/Make | Serial Number |
|------|---------|------------------------------------------------------------------|-------------------|
| 1 | 895-257 | 2007 Kenworth W900L | 1XKWDB9X871998773 |
| 2 | 895-207 | 2009 Peterbilt 367 Water Truck | 1NPTLBOX09D772820 |
| 3 | 895-278 | 2012 Kenworth T800 | 1XKDP4EXXCR954172 |
| 4 | 895-292 | 2008 Kenworth T300 Lube Truck | 2NKMHN8X88M934395 |
| 5 | 895-296 | 2008 Kenworth T800 | 1XKDD40X18J936908 |
| 6 | 895-297 | 2008 Kenworth T800 | 1XKDD40X17J936909 |
| 7 | 895-F20 | 2014 Kenworth T800 with Hutchinson Cube Tanks (S/N 13-12182) | 1NKDX4TX4ER965359 |
| 8 | 895-255 | 2014 Kenworth with 2013 Tulsa RN80 Winch (S/N 82021008-00000041) | 1XKDP4EX7ER968274 |
| 9 | 895-259 | 2015 Kenworth T800 | 1XKDD40XXFJ974599 |

TRAILERS – FLUID HAULING

| Item | Unit # | Year/Make | Serial Number |
|------|---------|---------------------------------|-------------------|
| 1 | 895-T01 | 2012 Hutison 38000 litre Tridem | 2H9AEBHG0CT002033 |
| 2 | 895-T02 | 2012 Hutison 38000 litre Tridem | 2H9AEBHG1CT002302 |
| 3 | 895-T03 | 2012 Hutison 30000 litre Tridem | 2H9AEBHG3CT002303 |
| 4 | 895-T04 | 2012 Hutison 38000 litre Tridem | 2H9AEBHG5CT002304 |
| 5 | 895-T05 | 2012 Hutison 38000 litre Tridem | 2H9AEBHG7CT002305 |
| 6 | 895-T06 | 2013 Heil Tridem | 5HTAB4034D7J76851 |
| 7 | 895-T07 | 2013 Heil Tridem | 5HTAB4031D7J76869 |
| 8 | 895-T08 | 2013 Heil Tridem | 2H9AEBHG5DT002367 |
| 9 | 895-T09 | 2013 Heil Tridem | 2H9AEBHG7DT002368 |
| 10 | 895-T10 | 2013 Heil Tridem | 2H9AEBHG9DT002369 |

| | | | |
|----|---------|-------------------------------|-------------------|
| 11 | 895-T11 | 2013 Heil Tridem | 2H9AEBHG5DT002370 |
| 12 | 895-T12 | 2013 Heil Tridem | 2H9AEBHG7DT002371 |
| 13 | 895-T13 | 2013 Heil Tridem | 5HTAB4035D7J76874 |
| 14 | 895-T14 | 2013 Heil Tridem | 5HTAB4037D7J76875 |
| 15 | 895-T15 | 2013 Heil Tridem | 5HTAB4030D7J76880 |
| 16 | 895-T16 | 2013 Heil Tridem | 5HTAB4032D7J76881 |
| 17 | 895-T17 | 2013 Heil Tridem | 5HTAB4034D7J76901 |
| 18 | 895-T18 | 2013 Heil Tridem | 5HTAB4036D7J76897 |
| 19 | 895-T19 | 2013 Heil Tridem | 5HTAB4038D7J76898 |
| 20 | 895-T20 | 2013 Heil Tridem | 2H9AA6HN7DT002208 |
| 21 | 895-T21 | 2014 Heil TC 4-6 Tridem | 5HTAB4031E7J79367 |
| 22 | 895-T22 | 2014 Polar TC406 Tank Trailer | 1PMAZ4439E5012258 |
| 23 | 895-T23 | 2004 Wabash Tridem | 2W9PA39384W040160 |

This is **Exhibit "D"** referred to in the Affidavit of DEAN CHAN sworn before me on the 6th day of July, 2021.



A Notary Public in and for
the Province of British Columbia

Search ID #: Z13988543

Transmitting Party

MCLENNAN ROSS LLP

600, 12220 Stony Plain RD
EDMONTON, AB T5N 3Y4

Party Code: 50025451

Phone #: 780 482 9250

Reference #: 20212853 CPR

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 13062623456

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Jun-26

Registration Status: Current

Expiry Date: 2043-Jun-26 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 13062623608 | Renewal | 2013-Jun-26 |
| 15082728131 | Amendment | 2015-Aug-27 |
| 16120626968 | Renewal | 2016-Dec-06 |
| 17011309495 | Amendment | 2017-Jan-13 |
| 17052930320 | Amendment | 2017-May-29 |
| 17091439596 | Amendment | 2017-Sep-14 |
| 19070251317 | Amendment | 2019-Jul-02 |

Debtor(s)

Block

Status

1 1750643 ALBERTA LTD.
BOX 113
ELK POINT, AB T0A 1A0

Current

Block

Status

2 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 BUSINESS DEVELOPMENT BANK OF CANADA
BOX 6,505 BARRARD ST
VANCOUVER, BC V7X 1M3

Deleted by
19070251317

Search ID #: Z13988543

Phone #: 604 666 7467

Fax #: 604 666 1573

Block

2 BUSINESS DEVELOPMENT BANK OF CANADA
BOX 6,505 BURRARD ST
VANCOUVER, BC V7X 1M3
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Status

Current by
19070251317

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | FF01V7Q051845 | 2008 | HITACHI ZX350LC3 | MV - Motor Vehicle | Current By 17011309495 |
| 2 | VG6BA08B2NB600263 | 1992 | MACK 27500 LUBE TRUCK | MV - Motor Vehicle | Current By 17011309495 |
| 3 | 1FDUF5HTXBEC65067 | 2011 | F550 Ford Truck | MV - Motor Vehicle | Current By 17052930320 |
| 4 | 4V4NC9KK6CN548130 | 2012 | Volvo Truck | MV - Motor Vehicle | Current By 17091439596 |

Collateral: General

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

Particulars

| <u>Block</u> | <u>Additional Information</u> | <u>Status</u> |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | THE INTEREST CLAIMED IN THIS REGISTRATION IS POSTPONED TO THE INTEREST CLAIMED IN REGISTRATION NUMBER 15081011943 AS SET OUT IN A POSTPONEMENT DATED AUGUST 25, 2015 EXECUTED BY THE SECURED PARTY IN FAVOUR OF CANADIAN WESTERN BANK. | Current By 15082728131 |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 13070935807

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Jul-09

Registration Status: Current

Expiry Date: 2021-Jul-09 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Amendments to Registration

18051020325

Renewal

2018-May-10

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
1700-10235-101 STREET NW
EDMONTON, AB T5J 3G1

Block

Status
Current

2 SHAMROCK VALLEY ENTERPRISES LTD.
NW -28-57-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Block

Status
Current

3 SHAMROCK VALLEY ENTERPRISES LTD.
NW -28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 WELLS FARGO EQUIPMENT FINANCE COMPANY
2550 VICTORIA PARK AVE STE 700
TORONTO, ON M2J 5A9

Search ID #: Z13988543

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1NKDX4TX4ER965359 | 2014 | KENWORTH T800 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ONE (1) KENWORTH TRUCK MOUNTED WITH ONE (1) HUTCHINSON 22 CUBE TANK S/N: 13-12182 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 15031928576

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-19

Registration Status: Current

Expiry Date: 2025-Mar-19 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

| | | |
|-------------|-----------------------|-------------|
| 15031929136 | Amendment | 2015-Mar-19 |
| 15032633879 | Amendment | 2015-Mar-26 |
| 15032634094 | Amendment | 2015-Mar-26 |
| 15032635242 | Amendment | 2015-Mar-26 |
| 15042933300 | Amendment | 2015-Apr-29 |
| 15051417998 | Amendment | 2015-May-14 |
| 15051914418 | Amendment | 2015-May-19 |
| 15051915625 | Amendment | 2015-May-19 |
| 17082922890 | Amendment | 2017-Aug-29 |
| 18060605798 | Amendment | 2018-Jun-06 |
| 20022628135 | Amendment And Renewal | 2020-Feb-26 |
| 21031029205 | Amendment | 2021-Mar-10 |

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELKPOINT, AB T0A 1A0

Status

Current

Search ID #: Z13988543

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
251 PALISADES WAY
SHERWOOD PARK, AB T8H 0N3
Phone #: 780 449 6699 Fax #: 780 449 0009

Status

Deleted by
20022628135

Block

2 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION
201, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3
Phone #: 780 421 5582 Fax #: 800 392 3015
Email: CSNA.Collsec@cwbank.com

Status

Current by
20022628135

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | 5HTDL4237F5J27536 | 2015 | HEIL TRIDEM TANK TRAILER | TR - Trailer | Current By 15031929136 |
| 2 | 5HTDL4235F5J27535 | 2015 | HEIL TRIDEM TANK TRAILER | TR - Trailer | Deleted By 17082922890 |
| 3 | B9J00700 | 2008 | CAT 14M MOTOR GRADER | MV - Motor Vehicle | Deleted By 21031029205 |
| 4 | 1W165551 | 1 | WELDCO BEALES SNOW WING | MV - Motor Vehicle | Deleted By 21031029205 |
| 5 | 2W2HALAS43KK36829 | 2003 | WESTERN STAR TRUCK | MV - Motor Vehicle | Deleted By 15032635242 |
| 6 | 1XPFD0X95N858793 | 2005 | PETERBILT TRUCK | MV - Motor Vehicle | Current By 15032634094 |
| 7 | 2WLHALAS43KK32829 | 2003 | WESTERN STAR TRUCK | MV - Motor Vehicle | Current By 15032635242 |
| 8 | KE0142472R | 2015 | KELLO-BILT ROAD BUILDER | MV - Motor Vehicle | Current By 15042933300 |
| 9 | 1FBSS3BL4EDA85585 | 2014 | FORD ECONOLINE WAGON F350 | MV - Motor Vehicle | Deleted By 18060605798 |
| 10 | 1HTWNAZT7AJ241762 | 2010 | INTERNATIONAL | MV - Motor Vehicle | Deleted By 15051915625 |
| 11 | 1HTWNAZT7AJ241762 | 2010 | INT'L 7500 FUEL TRUCK | MV - Motor Vehicle | Current By 15051915625 |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND THE PROCEEDS THEREFROM, INCLUDING ALL ADDITIONS, SUBSTITUTIONS AND REPLACEMENTS OF THE COLLATERAL DESCRIBED HEREIN AND AMOUNTS OWING THEREUNDER. | Current |
| 2 | BLOCK 0001 2015 HEIL TRIDEM DOT 407 38 CUBE TANK TRAILER s/n 5HTDL4237F5J27536 | Current By 15031929136 |
| 3 | BLOCK 0002 2015 HEIL TRIDEM DOT 407 38 CUBE TANK TRAILER s/n 5HTDL4235F5J27535 | Deleted By 17082922890 |
| 4 | BLOCK 0003 2008 CAT 14M MOTOR GRADER s/n B9J00700 e/w BLOCK 0004 WELDCO BEALES SW200 SNOW WING 12FT s/n 1W165551 | Current By 15032633879 |
| 5 | BLOCK 0008 2015 KELLO-BILT 11' SERIES 400 SINGLE OFFSET CONSTRUCTION ROAD BUILDER s/n KE0142472R | Current By 15042933300 |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 15031930884

Registration Date: 2015-Mar-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20022628272

Amendment And Renewal

2020-Feb-26

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELKPOINT, AB T0A 1A0

Status
Current

Block

2 NIELSEN, MURRY, RONALD
NW 28-57-6-W4
ELKPOINT, AB T0A 1A0

Status
Current

Birth Date:
1961-Jun-18

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
251 PALISADES WAY
SHERWOOD PARK, AB T8H 0N3
Phone #: 780 449 6699 Fax #: 780 449 0009

Status
Deleted by
20022628272

Block

2 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION
201, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3
Phone #: 780 421 5582 Fax #: 800 392 3015

Status
Current by
20022628272

Search ID #: Z13988543

Email: CSNA.Collsec@cwbank.com

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | A SECURITY INTEREST IN ALL LIABILITIES AND INDEBTEDNESS (INCLUDING ALL MONIES AND OTHER PROCEEDS REPRESENTED THEREBY OR REALIZED THEREFROM)PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE OR CONTINGENT OF SHAMROCK VALLEY ENTERPRISES LTD.(HEREAFTER CALLED THE "BORROWER")TO NIELSEN, MURRY, RONALD (HEREINAFTER CALLED THE "DEBTOR") AND ALL PROCEEDS, INCLUDING WITHOUT LIMITATION, ALL GOODS, INVESTMENT PROPERTY, SECURITY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT AND THE REGULATIONS THEREUNDER, AND ANY AMENDMENTS TO THEM), AND ALL OF THE FOREGOING WHICH ARE ASSIGNED BY THE DEBTOR TO THE SECURED PARTY AND POSTPONED TO THE PRESENT AND FUTURE LIABILITIES AND INDEBTEDNESS OF THE BORROWER TO THE SECURED PARTY. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 15081011943

Registration Date: 2015-Aug-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Aug-10 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 15082538604 | Amendment | 2015-Aug-25 |
| 15122329366 | Amendment | 2015-Dec-23 |
| 16020933389 | Amendment | 2016-Feb-09 |
| 16021720329 | Amendment | 2016-Feb-17 |
| 16021720405 | Amendment | 2016-Feb-17 |
| 17112338222 | Amendment | 2017-Nov-23 |
| 17121931293 | Amendment | 2017-Dec-19 |
| 18041820301 | Amendment | 2018-Apr-18 |
| 18042316001 | Amendment | 2018-Apr-23 |
| 18060605756 | Amendment | 2018-Jun-06 |
| 18060609407 | Amendment | 2018-Jun-06 |
| 18071903989 | Amendment | 2018-Jul-19 |
| 18121710833 | Amendment | 2018-Dec-17 |
| 19041733099 | Amendment | 2019-Apr-17 |
| 19042529109 | Amendment | 2019-Apr-25 |
| 19050916723 | Amendment | 2019-May-09 |
| 19052315586 | Amendment | 2019-May-23 |
| 19091829699 | Amendment | 2019-Sep-18 |
| 19110130389 | Amendment | 2019-Nov-01 |
| 19110443372 | Amendment | 2019-Nov-04 |

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| | | |
|-------------|-----------|-------------|
| 20022628127 | Renewal | 2020-Feb-26 |
| 20061530830 | Amendment | 2020-Jun-15 |
| 20070709056 | Amendment | 2020-Jul-07 |
| 20070922698 | Renewal | 2020-Jul-09 |
| 20081921331 | Amendment | 2020-Aug-19 |
| 20082012752 | Amendment | 2020-Aug-20 |
| 20090310995 | Amendment | 2020-Sep-03 |
| 20112011035 | Amendment | 2020-Nov-20 |
| 20122226134 | Amendment | 2020-Dec-22 |
| 21062507637 | Amendment | 2021-Jun-25 |

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
P.O. BOX 113
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 CANADIAN WESTERN BANK
SUITE C, 6209 - 44 STREET
LLOYDMINSTER, AB T9V 1V8

Deleted by
19110130389

Block

Status

2 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION
201, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3
Phone #: 780 421 5582 Fax #: 800 392 3015
Email: CSNA.Collsec@cwbank.com

Deleted by
19110443372

Block

Status

3 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION
201, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3
Phone #: 780 421 5582 Fax #: 800 392 3015
Email: CSNA.Collsec@cwbank.com

Current by
19110443372

Search ID #: Z13988543

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | 81V01043 | 1980 | CATERPILLAR 140G GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 2 | 2ZK01503 | 1997 | CATERPILLAR 140H GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 3 | 2ZK01722 | 1999 | CATERPILLAR 140H GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 4 | 93U75487 | 1992 | CATERPILLAR 16G GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 5 | CAT0014HV7WJ01976 | 2001 | CATERPILLAR 14H GRADER | MV - Motor Vehicle | Deleted By 16021720329 |
| 6 | 2ZK04884 | 2000 | CATERPILLAR 140H GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 7 | CAT0140HPAPM02263 | 2005 | CATERPILLAR 140H GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 8 | CAT0014HASE01859 | 2006 | CATERPILLAR 14 H GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 9 | CAT0140MCD9G01438 | 2013 | CATERPILLAR 140M GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 10 | FF01V4Q030624 | 2007 | HITACHI ZX270LC EXCAVATOR | MV - Motor Vehicle | Deleted By 18071903989 |
| 11 | FF01V7Q051676 | 2007 | HITACHI ZX350LC-3 | MV - Motor Vehicle | Deleted By 18071903989 |
| 12 | FF01J3Q020845 | 2007 | HITACHI ZX450LC-3 | MV - Motor Vehicle | Deleted By 17121931293 |
| 13 | CAT0325DAA3R00370 | 2007 | CAT 325 DL EXCAVATOR | MV - Motor Vehicle | Deleted By 18071903989 |
| 14 | FF01V4Q030615 | 2007 | HITACHI ZX270LC-3 | MV - Motor Vehicle | Deleted By 18071903989 |
| 15 | FF240DX605189 | 2006 | JOHN DEERE 240D EXCAVATOR | MV - Motor Vehicle | Deleted By 18071903989 |
| 16 | FF01VAQ030744 | 2008 | HITACHI ZX270LC-3 | MV - Motor Vehicle | Deleted By 18071903989 |
| 17 | CAT0329DEWLT00597 | 2011 | 329DL EXCAVATOR | MV - Motor Vehicle | Deleted By 18071903989 |
| 18 | 1FF290GXLBD705088 | 2011 | JOHN DEERE 290G LC | MV - Motor Vehicle | Deleted By 18071903989 |
| 19 | FF01V1Q020274 | 2006 | HITACHI ZX240LC-3 | MV - Motor Vehicle | Deleted By 18071903989 |

Search ID #: Z13988543

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|----|-------------------|------|---------------------------|--------------------|---------------------------|
| 20 | A32642 | 2012 | KOMATSU PC360LC-10 | MV - Motor Vehicle | Deleted By 18071903989 |
| 21 | 1FF250GXCED609148 | 2014 | JOHN DEERE 250GLC | MV - Motor Vehicle | Deleted By 18071903989 |
| 22 | CAT0336EEFJH01438 | 2014 | CATERPILLAR 336EL | MV - Motor Vehicle | Current |
| 23 | CAT0349EVTFG01057 | 2013 | CATERPILLAR 349E | MV - Motor Vehicle | Deleted By 18071903989 |
| 24 | CAT00735CB1N00197 | 2005 | CAT 735 DUMP TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 25 | CAT00730KAGF01003 | 2004 | CAT 730 DUMP TRUCK | MV - Motor Vehicle | Deleted By 18060609407 |
| 26 | CAT00730HB1M00635 | 2006 | CAT 730 DUMP TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 27 | CAT00730EAGF01514 | 2005 | CAT 730 DUMP TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 28 | CAT00735AB1N00680 | 2007 | CAT 735 DUMP TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 29 | CAT00735EAWR00664 | 2004 | CAT 735 DUMP TRUCK | MV - Motor Vehicle | Deleted By 18041820301 |
| 30 | VCE0A35FA00010191 | 2012 | VOLVO A35F ROCK TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 31 | VCE0A30FL00082078 | 2012 | VOLVO A30F ROCK TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 32 | VCE0A30FH00082079 | 2012 | VOLVO A30F ROCK TRUCK | MV - Motor Vehicle | Deleted By 18071903989 |
| 33 | 3430 | 1996 | KOMATSU D37P DOZER | MV - Motor Vehicle | Current |
| 34 | CAT00D6RE5LN03217 | 2001 | CAT D6R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 35 | 7XM00903 | 1996 | CAT D8R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 36 | 2EN00361 | 1997 | CAT D7R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 37 | 2EN00870 | 1999 | CAT D7R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 38 | 5072 | 2002 | KOMATSU D3TPX-21 DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 39 | CAT00D6MP4JN02832 | 2002 | CAT D6M DOZER | MV - Motor Vehicle | Deleted By 18071903989 |

Search ID #: Z13988543

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|----|-------------------|------|------------------------------|--------------------|---------------------------|
| 40 | CAT00D6NTALY01017 | 2004 | CAT D6N DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 41 | 5LN02631 | 2000 | CAT D6R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 42 | ALY00261 | 2004 | CAT D6N LGP DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 43 | CAT00D6RJADE00880 | 2005 | CATD6R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 44 | CAT00D7RJAGN01590 | 2007 | CAT D7R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 45 | CAT00D7RVAGN01527 | 2006 | CAT D7R DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 46 | CAT00D6RCMRT00387 | 2006 | CAT D6R XW SERIES 3 DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 47 | CAT00D6NADJY00331 | 2007 | CAT D6NLGP III DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 48 | CAT00D7RLAGN01790 | 2008 | CAT D7R XR DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 49 | CAT00D7RKAGN00969 | 2006 | CAT D7R XR DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 50 | CAT00D6RHHDC00292 | 2007 | CAT D6R XW DOZER | MV - Motor Vehicle | Current |
| 51 | CAT00D6THDJG00344 | 2008 | CAT D6T XW DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 52 | CAT00D6NEGHS00571 | 2011 | CAT D6NLGP DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 53 | CAT00D6NHGHS01296 | 2012 | CAT D6NLGP DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 54 | CAT00D8TJMLN01658 | 2012 | CAT D8T DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 55 | 3712 | 2012 | KOMATSU D39PX-22 DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 56 | CAT00D6TLRCW01419 | 2014 | CAT D6T DOZER | MV - Motor Vehicle | Deleted By 20061530830 |
| 57 | CAT00D6TVRCW01420 | 2014 | CAT D6T DOZER | MV - Motor Vehicle | Deleted By 20061530830 |
| 58 | CAT00D6KPRST00766 | 2014 | CAT D6K DOZER | MV - Motor Vehicle | Deleted By 18071903989 |
| 59 | 1KM01924 | 1997 | CAT 938F WHEEL LOADER | MV - Motor Vehicle | Deleted By 18071903989 |

Search ID #: Z13988543

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|----|------------------|------|---------------------------|--------------------|---------------------------|
| 60 | 521315628 | 2004 | S250 BOBCAT SKID STEER | MV - Motor Vehicle | Deleted By 16020933389 |
| 61 | 31K1604 | 1982 | CAT 950 WHEEL LOADER | MV - Motor Vehicle | Deleted By 20082012752 |
| 62 | A7MP63692 | 2010 | T320 BOBCAT CTL | MV - Motor Vehicle | Deleted By 18071903989 |
| 63 | CAT093HCMJC00862 | 2010 | CAT 938H WHEEL LOADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 64 | A3P811612 | 2011 | BOBCAT T770 TRACK LOADER | MV - Motor Vehicle | Deleted By 16020933389 |
| 65 | AN8T12782 | 2014 | BOBCAT T770 LOADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 66 | 70492 | 1986 | AREO 6000 FORKLIFT | MV - Motor Vehicle | Current |
| 67 | 1DW624KTED664391 | 2015 | JOHN DEERE 624K 4WD | MV - Motor Vehicle | Deleted By 18071903989 |
| 68 | BCT02021096C | 2002 | GYRO-TRAC GT18XP MULCHER | MV - Motor Vehicle | Deleted By 16021720405 |
| 69 | 1225H207A5 | 2005 | FECON BH120 | MV - Motor Vehicle | Current |
| 70 | D5G00106 | 2006 | SUPERTRAK SK200TR MULCHER | MV - Motor Vehicle | Current |
| 71 | 1225H323A5 | 2006 | FECON BH120 | MV - Motor Vehicle | Current |
| 72 | GBJ03712 | 2006 | CMI C250 MULCHER | MV - Motor Vehicle | Deleted By 20090310995 |
| 73 | C250/GBJ08309 | 2008 | CMI C250 MULCHER | MV - Motor Vehicle | Current |
| 74 | 1DL00511 | 1998 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 75 | 1DL00703 | 1999 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 76 | 1DL00730 | 1999 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 77 | 1DL00740 | 1999 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 78 | 1FB00795 | 1999 | CAT 637E SCRAPER | MV - Motor Vehicle | Current |
| 79 | 1FB00796 | 1999 | CAT 637E SCRAPER | MV - Motor Vehicle | Current |
| 80 | 1JB00648 | 1988 | CAT 637E SCRAPER | MV - Motor Vehicle | Deleted By 18041820301 |
| 81 | 1JB00649 | 1988 | CAT 637E SCRAPER | MV - Motor Vehicle | Deleted By 18041820301 |

Search ID #: Z13988543

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|-----|-------------------|------|------------------------------|--------------------|---------------------------|
| 82 | 1DL00342 | 1998 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 83 | 1DL00499 | 1999 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 84 | 1DL00532 | 1999 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 85 | 1DL00822 | 2000 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 86 | 1DL00824 | 2000 | CAT 627G SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 87 | CAT0627GVDBD00278 | 2005 | CAT 627G SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 88 | CAT0627GADBD00279 | 2005 | CAT 627G SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 89 | 1DL00262 | 1996 | CAT 627F SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 90 | CAT0621GCCEN00319 | 2004 | CAT 621G SCRAPER | MV - Motor Vehicle | Deleted By 18042316001 |
| 91 | CAT0621GPCEN00316 | 2004 | CAT 621G SCRAPER | MV - Motor Vehicle | Deleted By 18042316001 |
| 92 | CAT0621GKCEN00320 | 2004 | CAT 621G SCRAPER | MV - Motor Vehicle | Deleted By 18042316001 |
| 93 | CAT0627GCDBD00692 | 2007 | CAT 627G SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 94 | CAT0627GTDBD00693 | 2007 | CAT 627G SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 95 | AXF00310 | 2001 | CAT 627G SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 96 | CAT0627HTDBW00160 | 2012 | CAT 627H SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 97 | CAT0627HCDBW00164 | 2012 | CAT 627H SCRAPER | MV - Motor Vehicle | Deleted By 18071903989 |
| 98 | PT1356088 | 1988 | WRT13 WOBBLE WHEEL PACKER | MV - Motor Vehicle | Current |
| 99 | PT1365488 | 1988 | WRT13 WOBBLE WHEEL PACKER | MV - Motor Vehicle | Current |
| 100 | 5KN00255 | 1988 | CAT CP563C PACKER | MV - Motor Vehicle | Deleted By 20081921331 |
| 101 | CATCP563L9ZW00623 | 2002 | CAT CP563D PACKER | MV - Motor Vehicle | Current |

Search ID #: Z13988543

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|-----|-------------------|------|------------------------------|--------------------|---------------------------|
| 102 | 17Z01007 | 1989 | CAT 815B PACKER | MV - Motor Vehicle | Current |
| 103 | 17Z01662 | 1999 | CAT 815B PACKER | MV - Motor Vehicle | Current |
| 104 | 181524 | 2005 | IR SD116F PACKER | MV - Motor Vehicle | Deleted By 20122226134 |
| 105 | 185113 | 2005 | IR SD122F PACKER | MV - Motor Vehicle | Current |
| 106 | CAT0815FVBKL00807 | 2005 | CAT 815F PACKER | MV - Motor Vehicle | Deleted By 20070709056 |
| 107 | 33329 | 1111 | ROME MODEL DD4860 PACKER | MV - Motor Vehicle | Current |
| 108 | 1251 | 1111 | ALLIED 2300 HO-PAC PACKER | MV - Motor Vehicle | Current |
| 109 | CATCP56BCLHC00340 | 2013 | CAT CP56B COMPACTOR | MV - Motor Vehicle | Current |
| 110 | 01867 | 1111 | ALLIED 2300 HO-PAC | MV - Motor Vehicle | Current |
| 111 | H1802493 | 2012 | HAMM 3412 COMPACTOR | MV - Motor Vehicle | Current |
| 112 | H1792109 | 2012 | HAMM 3410 | MV - Motor Vehicle | Current |
| 113 | 1XKWDB9X87J998773 | 2007 | KENWORTH W900L | MV - Motor Vehicle | Deleted By 19052315586 |
| 114 | 1NPTLB0X09D772820 | 2009 | PETERBILT 367 | MV - Motor Vehicle | Current |
| 115 | 1XKDP4EXXCR954172 | 2012 | KENWORTH T800 | MV - Motor Vehicle | Current |
| 116 | 2NKMHN8X88M934395 | 2008 | KENWORTH T300 | MV - Motor Vehicle | Current |
| 117 | 1XKDD40X18J936908 | 2008 | KENWORTH T800 | MV - Motor Vehicle | Current |
| 118 | 1XKDD40X17J936909 | 2008 | KENWORTH T800 | MV - Motor Vehicle | Current |
| 119 | 1NKDX4TX4ER965359 | 2014 | KENWORTH T800 | MV - Motor Vehicle | Current |
| 120 | 1XKDP4EX7ER968274 | 2014 | KENWORTH T800 | MV - Motor Vehicle | Current |
| 121 | 1XKDD40XXFJ974599 | 2015 | KENWORTH T800 | MV - Motor Vehicle | Deleted By 20112011035 |
| 122 | 2H9AEBHG0CT002033 | 2012 | HUTISON TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 123 | 2H9AEBHG1CT002302 | 2012 | HUTISON TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 124 | 2H9AEBHG3CT002303 | 2012 | HUTISON TRIDEM | TR - Trailer | Deleted By 17112338222 |
| 125 | 2H9AEBHG5CT002304 | 2012 | HUTISON TRIDEM | TR - Trailer | Deleted By 19041733099 |

Search ID #: Z13988543

| | | | | | |
|-----|-------------------|------|-----------------------------|--------------|---------------------------|
| 126 | 2H9AEBHG7CT002305 | 2012 | HUTISON TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 127 | 5HTAB4034D7J76851 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19091829699 |
| 128 | 5HTAB4031D7J76869 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19042529109 |
| 129 | 2H9AEBHG5DT002367 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 130 | 2H9AEBHG7DT002368 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 131 | 2H9AEBHG9DT002369 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 132 | 2H9AEBHG5DT002370 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19041733099 |
| 133 | 2H9AEBHG7DT002371 | 2013 | HEIL TRIDEM | TR - Trailer | Current |
| 134 | 5HTAB4035D7J76874 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19042529109 |
| 135 | 5HTAB4037D7J76875 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19042529109 |
| 136 | 5HTAB4030D7J76880 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19042529109 |
| 137 | 5HTAB4032D7J76881 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19042529109 |
| 138 | 5HTAB4034D7J76901 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19042529109 |
| 139 | 5HTAB4036D7J76897 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19091829699 |
| 140 | 5HTAB4038D7J76898 | 2013 | HEIL TRIDEM | TR - Trailer | Deleted By 19091829699 |
| 141 | 2H9AA6HN7DT002208 | 2013 | HEIL TRIDEM | TR - Trailer | Current |
| 142 | 5HTAB4031E7J79367 | 2014 | HEIL TC 406 TRIDEM | TR - Trailer | Deleted By 19110130389 |
| 143 | 1PMA24439E5012258 | 2014 | POLAR TC406 | TR - Trailer | Current |
| 144 | 2W9PA39384W040160 | 2004 | WABASH TRIDEM | TR - Trailer | Deleted By 19050916723 |
| 145 | 5HTDL4237F5J27536 | 2015 | HEIL TRIDEM 38 CUBE TANK | TR - Trailer | Current By 15082538604 |
| 146 | 5HTDL4235F5J27535 | 2015 | HEIL TRIDEM 38 CUBE TANK | TR - Trailer | Current By 15082538604 |

Search ID #: Z13988543

| | | | | | |
|-----|-------------------|------|---------------------------|--------------------|---------------------------|
| 147 | B9J00700 | 2008 | CAT 14M MOTOR GRADER | MV - Motor Vehicle | Deleted By 18071903989 |
| 148 | 1W165551 | 1 | WELDCO-BEALES SNOW WING | MV - Motor Vehicle | Current By 15082538604 |
| 149 | 2W2HALAS43KK36829 | 2003 | WESTERN STAR TRUCK | MV - Motor Vehicle | Current By 15082538604 |
| 150 | 1XPFD0X95N858793 | 2005 | PETERBILT TRUCK | MV - Motor Vehicle | Current By 15082538604 |
| 151 | KE0142472R | 2015 | KELLO-BILT ROAD BUILDER | MV - Motor Vehicle | Current By 15082538604 |
| 152 | 1FBSS3BL4EDA85585 | 2014 | Ford Ecoline Wagon F350 | MV - Motor Vehicle | Deleted By 18060605756 |
| 153 | 1HTWNAZT7AJ241762 | 2010 | INTERNATIONAL TANDEM FUEL | MV - Motor Vehicle | Current By 15082538604 |
| 154 | GCP01809 | 2012 | CAT MODEL 297 SKIDSTEER | MV - Motor Vehicle | Current By 15122329366 |
| 155 | CAT160MLR9T00219 | 2012 | Caterpillar 160M AWDMotor | MV - Motor Vehicle | Current By 18121710833 |
| 156 | 2WLHALAS43KK32829 | 2003 | WESTERN STAR TRUCK | MV - Motor Vehicle | Current By 21062507637 |
| 157 | FF01V7Q051845 | 2008 | HITACHI ZX250LC3 | MV - Motor Vehicle | Current By 21062507637 |
| 158 | VG6BA08B2NB600263 | 1992 | MACK 27500 LUBE TRUCK | MV - Motor Vehicle | Current By 21062507637 |
| 159 | 1FDUF5HTXBEC65067 | 2011 | FORD F550 TRUCK | MV - Motor Vehicle | Current By 21062507637 |
| 160 | 4V4NC9KK6CN548130 | 2012 | VOLVO TRUCK | MV - Motor Vehicle | Current By 21062507637 |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING: MONEY, ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SECURITIES, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM | Current |
| 2 | ROME MODEL DD4860 PACKER, SERIAL NUMBER 33329 | Current |
| 3 | ALLIED 2300 HO-PAC PACKER, SERIAL NUMBER 1251 | Current |

Search ID #: Z13988543

| | | |
|---|----------------------------------------------------------------------------------------------------------------------|---------------------------|
| 4 | ALLIED 2300 HO-PAC PACKER, SERIAL NUMBER 01867 | Current |
| 5 | BLOCK 0147 2008 CAT 14M MOTOR GRADER S/N B9J00700 e/w BLOCK 0148 WELDCO-BEALES SW200 SNOW WING 12 FT S/N 1W165551 | Current By 15082538604 |
| 6 | BLOCK 0151 2015 KELLO-BILT 11' SERIES 400 SINGLE OFFSET CONSTRUCTION ROAD BUILDER S/N KE0142472R | Current By 15082538604 |
| 7 | BLOCK : 0154 GCP01809 : 2012 : CAT MODEL 297 SKIDSTEER : MV - Motor Vehicle E/W UTILITY BUCKET | Current By 15122329366 |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 16061518704

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Jun-15

Registration Status: Current

Expiry Date: 2022-Jun-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A1A0

Block

Status
Current

2 NIELSEN, MURRY, RONALD
PO BOX 113
ELK POINT, AB T0A1A0

Birth Date:
1961-Jun-18

Secured Party / Parties

Block

Status
Current

1 TRAVELERS LEASING LTD.
500 - 4180 LOUGHEED HIGHWAY
BURNABY, BC V5C6A7

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | VCE0A35FA00010191 | 2012 | VOLVO A35F | MV - Motor Vehicle | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ONE (1) USED 2012 VOLVO A35F ROCK TRUCK S/N VCE0A35FA00010191 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17060527469

Registration Date: 2017-Jun-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jun-05 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

20022410428

Renewal

2020-Feb-24

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
505 PO BOX 505
ELK POINT, AB T0A 1A0

Status
Current

Secured Party / Parties

Block

1 WELLS FARGO EQUIPMENT FINANCE COMPANY
1290 CENTRAL PARKWAY WEST, SUITE 1100
MISSISSAUGA, ON L5C 4R3

Status
Current

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 2A9073837JA003256 | 2018 | ARNES END DUMP TRIDEM 360 | TR - Trailer | Current |
| 2 | 2A9073839JA003257 | 2018 | ARNES END DUMP TRIDEM 360 | TR - Trailer | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO.9922698-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME). | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17062724604

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jun-27

Registration Status: Current

Expiry Date: 2022-Jun-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FTEW1EF6HFB70721 2017 FORD F150 MV - Motor Vehicle

Current

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17062743089

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jun-27

Registration Status: Current

Expiry Date: 2022-Jun-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505, NE 25-26-7 W4
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 WELLS FARGO EQUIPMENT FINANCE COMPANY
1100-1290 CENTRAL PARKWAY W.
MISSISSAUGA, ON L5C 4R3

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | AT6312873 | 2016 | BOBCAT T770 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO.9927048-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME). | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17072413209

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jul-24

Registration Status: Current

Expiry Date: 2023-Jul-24 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 JOHN DEERE FINANCIAL INC.
3430 SUPERIOR COURT
OAKVILLE, ON L6L 0C4

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | L07130H556098 | 2008 | JOHN DEERE 7130S | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ONE JOHN DEERE 7130S TWO WHEEL DRIVE TRACTORS-MFWD ONE JOHN DEERE 0740XW LOADERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17080408907

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-04

Registration Status: Current

Expiry Date: 2023-Aug-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
0 PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 WELLS FARGO EQUIPMENT FINANCE COMPANY
1290 CENTRAL PARKWAY W. SUITE 1100
MISSISSAUGA, ON L5C 4R3

Collateral: General

Block

Description

Status
Current

1 ALL GOODS WHICH ARE PHOTOCOPIERS, MULTIFUNCTION DEVICES, PRINTERS, 3D PRINTERS, PRODUCTION PRINTERS, INDUSTRIAL INKJETS, DIGITAL PRESSES, FAX MACHINES, PROJECTORS, VIDEO CONFERENCING, INTERACTIVE WHITEBOARDS, SERVERS, AND SOFTWARE, OFFICE FURNITURE (CHAIRS, TABLES, ACCESSORIES), TELEPHONY, COMPUTERS, TELECONFERENCING EQUIPMENT, MAILING SYSTEMS, FOLDER INSERTERS. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9933040-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17080830306

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-08

Registration Status: Current

Expiry Date: 2023-Aug-08 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
TOWNSHIP RD. 565, HIGHWAY 41
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 BANK OF MONTREAL
5750 EXPLORER DRIVE
MISSISSAUGA, ON L4W 0A9

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 2MFB2R5C9HR008622 | 2017 | MIDLAND TW2500 | TR - Trailer | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND INVESTMENT PROPERTIES. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17081028630

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-10

Registration Status: Current

Expiry Date: 2024-Aug-10 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18071362197

Amendment

2018-Jul-13

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Deleted by
18071362197

1 NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Block

Status
Current by
18071362197

2 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 2MFB2R5C8HR008613 | 2017 | MIDLAND TW2500B LEAD | TR - Trailer | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|---------------------------|----------------------|
| 1 | AGREEMENT NUMBER 2831051 | Current |

Particulars

| <u>Block</u> | <u>Additional Information</u> | <u>Status</u> |
|---------------------|--------------------------------------|----------------------|
| 1 | Purchase Money Security Interest. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17082112670

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-21

Registration Status: Current

Expiry Date: 2023-Aug-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
4510-54 AVE
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 LBEL INC.
5035 SOUTH SERVICE ROAD
BURLINGTON, ON L7R 4C8

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1T9DL4931FS588091 | 2015 | TREMCAR TC407 | TR - Trailer | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17082324228

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-23

Registration Status: Current

Expiry Date: 2023-Aug-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 LBEL INC.
5035 SOUTH SERVICE ROAD
BURLINGTON, ON L7R 4C8

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1M1AN11Y4EM001040 | 2014 | MACK CHU614 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17082408973

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Aug-24

Registration Status: Current

Expiry Date: 2022-Aug-24 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 25-56-7 W4TH
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT UNIT 2
OAKVILLE, ON L6L 0C4

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | MDB00292 | 2011 | CATERPILLAR D7E | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ONE (1) CATERPILLAR D7E TRACK TYPE TRACTOR TOGETHER WITH ANGLE BLADE AND MULTI SHANK RIPPER. TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17090723347

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Sep-07

Registration Status: Current

Expiry Date: 2022-Sep-07 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FTFW1EG5HKD13730 2017 FORD F150 MV - Motor Vehicle

Current

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17091130891

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Sep-11

Registration Status: Current

Expiry Date: 2023-Sep-11 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

20022018367

Renewal

2020-Feb-20

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 25-56-7 W4TH
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT UNIT 2
OAKVILLE, ON L6L 0C4

Current

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | CAT00D6THRAD00830 | 2017 | CATERPILLAR D6T | MV - Motor Vehicle | Current |
| 2 | CAT0329FJERL00586 | 2015 | CATERPILLAR 329FL | MV - Motor Vehicle | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ONE (1) CATERPILLAR D6T TRACK TYPE TRACTOR TOGETHER WITH MULTI SHANK RIPPER ONE (1) CATERPILLAR 329FL HYDRAULIC EXCAVATOR TOGETHER WITH TWO BUCKETS AND QUICK COUPLER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17091423788

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Sep-14

Registration Status: Current

Expiry Date: 2023-Sep-14 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

17113036082

Amendment And Renewal

2017-Nov-30

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 SMS EQUIPMENT INC.
11285-274 STREET
ACHESON, AB T7X 6P9
Phone #: 780 454 0101 Fax #: 780 960 4637

Deleted by
17113036082

Block

Status

2 KOMATSU INTERNATIONAL (CANADA) INC.
3755 BOUL MATTE, SUITE E
BROSSARD, QC J4Y 2P4

Current by
17113036082

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 95563 | 2017 | KOMATSU D39PX-24 | MV - Motor Vehicle | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. | Current |
| 2 | C/W ALLIED H4AT WINCH S/N H4AT2Y1478K14, REAR SCREEN, SIDE WINDOW SCREEN, AND FRONT SWEEPS | Current By 17113036082 |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17100229263

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-02

Registration Status: Current

Expiry Date: 2022-Oct-02 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

18071359981

Amendment

2018-Jul-13

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Deleted by
18071359981

Block

Status

2 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Current by
18071359981

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ALL PHOTOCOPIER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2836169, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. | Current |

Particulars

| <u>Block</u> | <u>Additional Information</u> | <u>Status</u> |
|---------------------|--------------------------------------|----------------------|
| 1 | Purchase Money Security Interest. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17101126886

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-11

Registration Status: Current

Expiry Date: 2023-Oct-11 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 18070632561 | Amendment | 2018-Jul-06 |
| 18081424675 | Amendment | 2018-Aug-14 |
| 20070325748 | Amendment | 2020-Jul-03 |

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505 NW 25-26-7 W4TH
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT UNIT 2
OAKVILLE, ON L6L 0C4

Deleted by
20070325748

Block

Status

2 CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT UNIT 2
OAKVILLE, ON L6L 0C4
Email: ABSecParties@eservicecorp.ca

Current by
20070325748

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | CAT00D8TAFMC01039 | 2017 | CATERPILLAR D8T | MV - Motor Vehicle | Deleted By 20070325748 |

Search ID #: Z13988543

| | | | | | |
|----|-------------------|------|-------------------|--------------------|---------------------------|
| 2 | CAT0627HCDBW00164 | 2012 | CATERPILLAR 627H | MV - Motor Vehicle | Deleted By 18081424675 |
| 3 | CAT0329FJERL00586 | 2015 | CATERPILLAR 329FL | MV - Motor Vehicle | Current |
| 4 | CAT0336EEFJH01438 | 2014 | CATERPILLAR 336E | MV - Motor Vehicle | Deleted By 18070632561 |
| 5 | CAT0627HTDBW00160 | 2012 | CATERPILLAR 627H | MV - Motor Vehicle | Deleted By 18081424675 |
| 6 | CAT00D6TVRCW01420 | 2014 | CATERPILLAR D6T | MV - Motor Vehicle | Deleted By 18070632561 |
| 7 | CAT00D8TJMLN01658 | 2012 | CATERPILLAR D8T | MV - Motor Vehicle | Current |
| 8 | CAT00D6TLRCW01419 | 2014 | CATERPILLAR D6T | MV - Motor Vehicle | Deleted By 18070632561 |
| 9 | CAT00D6THRAD00830 | 2017 | CATERPILLAR D6T | MV - Motor Vehicle | Current |
| 10 | CAT00D7EAMDB00292 | 2011 | CATERPILLAR D7E | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | ONE (1) CATERPILLAR D8T TRACK TYPE TRACTOR TOGETHER WITH ANGLE DOZER WITH DUAL ANGLE TILT ONE (1) CATERPILLAR 627E ONE (1) CATERPILLAR 329FL ONE (1) CATERPILLAR 336E ONE (1) CATERPILLAR 627H ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D7E TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Deleted By 18070632561 |
| 2 | ONE (1) CATERPILLAR D8T TRACK TYPE TRACTOR TOGETHER WITH ANGLE DOZER WITH DUAL ANGLE TILT ONE (1) CATERPILLAR 627E ONE (1) CATERPILLAR 329FL ONE (1) CATERPILLAR 627H ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D7E TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Deleted By 18081424675 |

Search ID #: Z13988543

- 3 ONE (1) CATERPILLAR D8T TRACK TYPE TRACTOR TOGETHER WITH ANGLE DOZER WITH DUAL ANGLE TILT ONE (1) CATERPILLAR 627E ONE (1) CATERPILLAR 329FL ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D7E TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. Deleted By 20070325748
- 4 ONE (1) CATERPILLAR 329FL ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D7E TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. Current By 20070325748

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17101636519

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-16

Registration Status: Current

Expiry Date: 2023-Oct-16 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD
BOX 113
ELK POINT, AB T0A 1A0

Block

Status
Current

2 NIELSEN, MURRY
BOX 113
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 LEROY CREDIT UNION LIMITED
PO BOX 130
LEROY, SK S0K 2P0
Phone #: 306 286 3311 Fax #: 306 286 3377

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 2DEGSDA38F1033557 | 2015 | DOEPKER SUPER B LEAD | TR - Trailer | Current |
| 2 | 2DEGSDA20F1033558 | 2015 | DOEPKER SUPER B PUP | TR - Trailer | Current |
| 3 | 2DEGSDA31F1032346 | 2015 | DOEPKER SUPER B LEAD | TR - Trailer | Current |
| 4 | 2DEGSDA24F1032347 | 2015 | DOEPKER SUPER B PUP | TR - Trailer | Current |
| 5 | 2C9EBP3WXGM183925 | 2016 | NORTH COUNTRY TRIDEM | TR - Trailer | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17103020509

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-30

Registration Status: Current

Expiry Date: 2023-Oct-30 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
NE PART-25-56-7-W4
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
3450 SUPERIOR COURT, UNIT 1
OAKVILLE, ON L6L 0C4

Current

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1XKZD40X7FJ976414 | 2015 | KENWORTH / T880 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------|----------------------|
| 1 | All personal property of the debtor described herein by | Current |
| 2 | vehicle identification number or serial number, as | Current |
| 3 | applicable, wherever situated, together with all parts and | Current |
| 4 | accessories relating thereto, all attachments, accessories | Current |
| 5 | and accessions thereto or thereon, all replacements, | Current |
| 6 | substitutions, additions and improvements of all or any part | Current |
| 7 | of the foregoing. Proceeds: all of the debtor's present and | Current |
| 8 | after acquired goods, motor vehicles, accounts, money, | Current |

Search ID #: Z13988543

| | | |
|----|------------------------------------------------------------|---------|
| 9 | chattel paper, documents of title, investment property, | Current |
| 10 | instruments and intangibles as defined in the Personal | Current |
| 11 | Property Security Act, insurance proceeds and all other | Current |
| 12 | substitutions, renewals, alterations or proceeds of every | Current |
| 13 | description and of any kind whatsoever derived directly or | Current |
| 14 | indirectly from any dealings with the serial number | Current |
| 15 | collateral described above, or proceeds therefrom. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17103120270

Registration Date: 2017-Oct-31

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Oct-31 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 LBEL INC.
5035 SOUTH SERVICE RD BOX 5060
BURLINGTON, ON L7L 6M9

Current

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1XKZD40X3FJ976412 | 2015 | KENWORTH T880 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | (1) 2015 Kenworth Model T880 Highway Tractor SN: 1XKZD40X3FJ976412, in addition to the collateral and other goods specifically described in this financing statement, the collateral includes all present and future parts, attachments, accessories, replacements, additions, and accessions related thereto or installed thereon, and all proceeds (as defined below) of or relating to any of the foregoing. Proceeds: all proceeds of any of the above collateral in any form (including, without limitation, goods, documents of title, chattel paper, investment property, instruments, money, insurance proceeds and intangibles (as each such term is defined in the personal property security act) derived directly or indirectly from any dealing with any of the above collateral or any proceeds thereof. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 17110228537

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Nov-02

Registration Status: Current

Expiry Date: 2022-Nov-02 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FTEW1EG4JFA74309 2018 Ford F150

MV - Motor Vehicle

Current

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18012226255

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jan-22

Registration Status: Current

Expiry Date: 2022-Jan-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 LBEL INC.
5035 SOUTH SERVICE RD BOX 5060
BURLINGTON, ON L7L 6M9

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 2D9SD2829D1012394 | 2013 | LOAD LINE SIDE DUMP | TR - Trailer | Current |
| 2 | 2DEGSDA27E1030526 | 2014 | DOEPKER SIDE DUMP | TR - Trailer | Current |

Collateral: General

Block

Description

Status

1 (1) 2013 Load Line Side Dump Trailer SN: 2D9SD2829D1012394, (1) 2014 Doepker Side Dump Trailer SN: 2DEGSDA27E1030526
in addition to the collateral and other goods specifically described in this financing statement, the collateral includes all present and future parts, attachments, accessories, replacements, additions, and accessions related thereto or installed thereon, and all proceeds (as defined below) of or relating to any of the foregoing.
Proceeds: all proceeds of any of the above collateral in any form (including, without limitation, goods, documents of title, chattel paper, investment property, instruments, money, insurance proceeds and intangibles (as each such term is defined in the personal property security act) derived directly or indirectly from any dealing with any of the above collateral or any proceeds thereof.

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18020116041

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Feb-01

Registration Status: Current

Expiry Date: 2025-Feb-01 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 18070632511 | Amendment | 2018-Jul-06 |
| 18081424478 | Amendment | 2018-Aug-14 |
| 20022018452 | Renewal | 2020-Feb-20 |
| 20070322632 | Amendment | 2020-Jul-03 |
| 21020214871 | Amendment | 2021-Feb-02 |

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505 NW 25-26-7 W4TH
ELK POINT, AB T0A 1A0

Status

Current

Secured Party / Parties

Block

1 CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT UNIT 2
OAKVILLE, ON L6L 0C4

Status

Deleted by
20070322632

Block

2 CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT UNIT 2
OAKVILLE, ON L6L 0C4
Email: ABSecParties@eservicecorp.ca

Status

Current by
20070322632

Search ID #: Z13988543

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | CAT0730CVTFF00367 | 2014 | CATERPILLAR 730C | MV - Motor Vehicle | Current |
| 2 | CAT0730CATFF00368 | 2014 | CATERPILLAR 730C | MV - Motor Vehicle | Deleted By 21020214871 |
| 3 | CAT0326FPWGL00344 | 2015 | CATERPILLAR 326F | MV - Motor Vehicle | Current |
| 4 | CAT0627HCDBW00164 | 2012 | CATERPILLAR 627H | MV - Motor Vehicle | Deleted By 18081424478 |
| 5 | CAT0627HTDBW00160 | 2012 | CATERPILLAR 627H | MV - Motor Vehicle | Deleted By 18081424478 |
| 6 | CAT00D8TJMLN01658 | 2012 | CATERPILLAR D8T | MV - Motor Vehicle | Current |
| 7 | CAT00D6TVRCW01420 | 2014 | CATERPILLAR D6T | MV - Motor Vehicle | Deleted By 18070632511 |
| 8 | CAT00D6TLRCW01419 | 2014 | CATERPILLAR D6T | MV - Motor Vehicle | Deleted By 18070632511 |
| 9 | CAT0336EEFJH01438 | 2014 | CATERPILLAR 336E | MV - Motor Vehicle | Deleted By 18070632511 |
| 10 | CAT00D7EAMDB00292 | 2011 | CATERPILLAR D7E | MV - Motor Vehicle | Current |
| 11 | CAT0329FJERL00586 | 2015 | CATERPILLAR 329FL | MV - Motor Vehicle | Current |
| 12 | CAT00D6THRAD00830 | 2017 | CATERPILLAR D6T | MV - Motor Vehicle | Current |
| 13 | CAT00D8TAFMC01039 | 2017 | CATERPILLAR D8T | MV - Motor Vehicle | Deleted By 20070322632 |
| 14 | CAT0014MCR9J01733 | 2015 | CATERPILLAR 14M | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | ONE (1) CATERPILLAR 730C ARTICULATED TRUCK ONE (1) CATERPILLAR 730C ARTICULATED TRUCK ONE (1) CATERPILLAR 326F HYDRAULIC EXCAVATOR ONE (1) CATERPILLAR 627H ONE (1) CATERPILLAR 627H ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR 336E ONE (1) CATERPILLAR D7E ONE (1) CATERPILLAR 329FL ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR 14M TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Deleted By 18070632511 |

Search ID #: Z13988543

- 2 ONE (1) CATERPILLAR 730C ARTICULATED TRUCK ONE (1) CATERPILLAR 730C
ARTICULATED TRUCK ONE (1) CATERPILLAR 326F HYDRAULIC EXCAVATOR ONE
(1) CATERPILLAR 627H ONE (1) CATERPILLAR 627H ONE (1) CATERPILLAR D8T
ONE (1) CATERPILLAR D7E ONE (1) CATERPILLAR 329FL ONE (1) CATERPILLAR
D6T ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR 14M TOGETHER WITH ALL
ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND
ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT
OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE
TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS
MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,
INSTRUMENTS, MONEY AND INTANGIBLES. Deleted By
18081424478
- 3 ONE (1) CATERPILLAR 730C ARTICULATED TRUCK ONE (1) CATERPILLAR 730C
ARTICULATED TRUCK ONE (1) CATERPILLAR 326F HYDRAULIC EXCAVATOR ONE
(1) CATERPILLAR D8T ONE (1) CATERPILLAR D7E ONE (1) CATERPILLAR 329FL
ONE (1) CATERPILLAR D6T ONE (1) CATERPILLAR D8T ONE (1) CATERPILLAR 14M
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE
ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED
DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A
RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR
COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS
OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS
OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. Deleted By
21020214871
- 4 MOTOR VEHICLE ONE (1) 2014 CATERPILLAR 730C ARTICULATED TRUCK S/N
CAT0730CVTFF00367 MOTOR VEHICLE ONE (1) 2015 CATERPILLAR 326F
HYDRAULIC EXCAVATOR S/N CAT0326FPWGL00344 MOTOR VEHICLE ONE (1) 2012
CATERPILLAR D8T TRACK TYPE TRACTOR S/N CAT00D8TJMLN01658 MOTOR
VEHICLE ONE (1) 2011 CATERPILLAR D7E TRACK TYPE TRACTOR S/N
CAT00D7EAMDB00292 MOTOR VEHICLE ONE (1) 2015 CATERPILLAR 329FL
HYDRAULIC EXCAVATOR S/N CAT0329FJERL00586 MOTOR VEHICLE ONE (1) 2017
CATERPILLAR D6T TRACK TYPE TRACTOR S/N CAT00D6THRAD00830 MOTOR
VEHICLE ONE (1) 2015 CATERPILLAR 14M MOTOR GRADER S/N
CAT0014MCR9J01733 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS
IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH
SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT
THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH
COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS,
SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY
AND INTANGIBLES. Current By
21020214871

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18020514060

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Feb-05

Registration Status: Current

Expiry Date: 2024-Feb-05 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18092108809

Amendment

2018-Sep-21

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Deleted by
18092108809

Block

Status

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Current by
18092108809

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1T9DL4334FS588062 2015 Tremcar TC407 Trailer

TR - Trailer

Current

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | 2015 Tremcar TC407 38,000 Litre Tridem Tank Trailer s/n 1T9DL4334FS588062 | Current |
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18031336375

Registration Date: 2018-Mar-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

18092105662

Amendment

2018-Sep-21

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST 4TH
ELK POINT, AB T0A 1A0

Block

Status
Current

2 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Block

Status
Current

3 NIELSEN, MURRY, RONALD
PO BOX 505
ELK POINT, AB T0A 1A0

Birth Date:
1961-Jun-18

Secured Party / Parties

Block

Status
Deleted by
18092105662

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Phone #: 403 693 4060

Fax #: 403 236 9076

Search ID #: Z13988543

Block

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Status

Current by
18092105662

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | WKU5824CQBL010736 | 2011 | PISTEN BULLY PB400 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | 2011 PISTEN BULLY PB400 SNOW CAT SN WKU5824CQBL010736 | Current |
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18040428899

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-04

Registration Status: Current

Expiry Date: 2024-Apr-04 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

18071313795

Amendment

2018-Jul-13

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
P.O. BOX 505,
ELK POINT, AB T0A1A0

Current

Secured Party / Parties

Block

Status

1 NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Deleted by
18071313795

Block

Status

2 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 204 954 9099

Current by
18071313795

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | ALL Photocopier with Related Components OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2863287, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. | Current |

Particulars

| <u>Block</u> | <u>Additional Information</u> | <u>Status</u> |
|---------------------|--------------------------------------|----------------------|
| 1 | Purchase Money Security Interest. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18051521774

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-15

Registration Status: Current

Expiry Date: 2024-May-15 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

18092107509

Amendment

2018-Sep-21

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 515
ELK VALLEY, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Deleted by
18092107509

Block

Status

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Current by
18092107509

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 CAT00D6TVRCW01420 2014 Caterpillar D6TXW Dozer TR - Trailer

Current

2 CAT00D6TLRCW01419 2014 Caterpillar D6TXW Dozer TR - Trailer

Current

Search ID #: Z13988543

3 CAT0336EEFJH01438 2014 Caterpillar 336EL TR - Trailer Current

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | 2014 Caterpillar D6TXW Crawler Dozer s/n CAT00D6TVRCW01420 | Current |
| 2 | 2014 Caterpillar D6TXW Crawler Dozer s/n CAT00D6TLRCW01419 | Current |
| 3 | 2014 Caterpillar 336EL Hydraulic Excavator s/n CAT0336EEFJH01438 | Current |
| 4 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18062629273

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jun-26

Registration Status: Current

Expiry Date: 2024-Jun-26 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 18080224868 | Amendment | 2018-Aug-02 |
| 18092107570 | Amendment | 2018-Sep-21 |
| 19071540289 | Amendment | 2019-Jul-15 |
| 20082517892 | Amendment | 2020-Aug-25 |
| 20082817956 | Amendment | 2020-Aug-28 |
| 20100516767 | Amendment | 2020-Oct-05 |
| 21022410037 | Amendment | 2021-Feb-24 |

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Deleted by
18092107570

Phone #: 403 693 4060

Fax #: 403 236 9076

Search ID #: Z13988543

Block

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Status

Deleted by
20082517892

Block

3 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076
Email: info@elfc.ca

Status

Current by
20082517892

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | 81V01043 | 1980 | CATERPILLAR 140G GRADER | TR - Trailer | Deleted By 20082517892 |
| 2 | 2ZK01503 | 1997 | CATERPILLAR 140H GRADER | TR - Trailer | Deleted By 20082817956 |
| 3 | 2ZK01722 | 1999 | CATERPILLAR 140H GRADER | TR - Trailer | Current |
| 4 | 93U75487 | 1992 | CATERPILLAR 16G GRADER | TR - Trailer | Current |
| 5 | 2ZK04884 | 2000 | CATERPILLAR 140H GRADER | TR - Trailer | Deleted By 20082817956 |
| 6 | CAT0140HPAPM02263 | 2005 | CATERPILLAR 140H GRADER | TR - Trailer | Current |
| 7 | CAT0014HLASE01859 | 2006 | CATERPILLAR 14H GRADER | TR - Trailer | Deleted By 21022410037 |
| 8 | CAT0140MCD9G01438 | 2013 | CATERPILLAR 140M AWD GRDR | TR - Trailer | Current |
| 9 | B9J00700 | 2008 | CATERPILLAR 14M GRADER | TR - Trailer | Current |
| 10 | CAT00D6KPRST00766 | 2014 | CATERPILLAR D6K2 TRACTOR | TR - Trailer | Current |
| 11 | 1KM01924 | 1997 | CATERPILLAR 938F LOADER | TR - Trailer | Current |
| 12 | A7MP63692 | 2010 | BOBCAT T320 CTL | TR - Trailer | Deleted By 20100516767 |

Search ID #: Z13988543

| | | | | | |
|----|-------------------|------|-----------------------------|--------------|---------------------------|
| 13 | CAT0938HCMJC00862 | 2010 | CATERPILLAR 938H LOADER | TR - Trailer | Current |
| 14 | AN8T12782 | 2014 | BOBCAT T770 | TR - Trailer | Current |
| 15 | 1DW624KZTED664391 | 2014 | JOHN DEERE 624K LOADER | TR - Trailer | Current |
| 16 | AXF00310 | 2001 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19071540289 |
| 17 | CAT0627HTDBW00160 | 2012 | CATERPILLAR 627H SCRAPER | TR - Trailer | Deleted By 18080224868 |
| 18 | CAT0627HCDBW00164 | 2012 | CATERPILLAR 627H SCRAPER | TR - Trailer | Deleted By 18080224868 |
| 19 | 1DL00511 | 1998 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 20 | 01DL00511 | 1998 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------|---------------------------|
| 1 | 1980 Caterpillar 140G Grader S/N 81V01043 | Deleted By 20082517892 |
| 2 | 1997 Caterpillar 140H Grader S/N 2ZK01503 | Deleted By 20082817956 |
| 3 | 1999 Caterpillar 140H Grader S/N 2ZK01722 | Current |
| 4 | 1992 Caterpillar 16G Grader S/N 93U75487 | Current |
| 5 | 2000 Caterpillar 140H Grader S/N 2ZK04884 | Deleted By 20082817956 |
| 6 | 2005 Caterpillar 140H Grader S/N CAT0140HPAPM02263 | Current |
| 7 | 2006 Caterpillar 14H Grader S/N CAT0014HLASE01859 | Deleted By 21022410037 |
| 8 | 2013 Caterpillar 140M AWD Grader S/N CAT0140MCD9G01438 | Current |
| 9 | 2008 Caterpillar 14M Grader S/N B9J00700 | Current |
| 10 | 2014 Caterpillar D6K2 Tractor with Rig Saver S/N CAT00D6KPRST00766 | Current |
| 11 | 1997 Caterpillar 938F Wheel Loader S/N 1KM01924 | Current |
| 12 | 2010 Bobcat T320 CTL S/N A7MP63692 | Deleted By 20100516767 |
| 13 | 2010 Caterpillar 938H Wheel Loader S/N CAT0938HCMJC00862 | Current |
| 14 | 2014 Bobcat T770 with 80" Bucket & Pallet Forks S/N AN8T12782 | Current |

Search ID #: Z13988543

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 15 | 2015 John Deere 624K 4WD Loader S/N 1DW624KZTED664391 | Current |
| 16 | 2001 Caterpillar 627G Motor Scraper S/N AXF00310 | Deleted By 19071540289 |
| 17 | 2012 Caterpillar 627H Scraper S/N CAT0627HTDBW00160 | Deleted By 18080224868 |
| 18 | 2012 Caterpillar 627H Scraper S/N CAT0627HCDBW00164 | Deleted By 18080224868 |
| 19 | 1998 Caterpillar 627F Scraper S/N 1DL00511/01DL00511 | Current |
| 20 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18062629408

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jun-26

Registration Status: Current

Expiry Date: 2028-Jun-26 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

18092443318

Amendment

2018-Sep-24

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Status

Current

Secured Party / Parties

Block

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Status

Deleted by
18092443318

Block

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Status

Current by
18092443318

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | <p>All of the debtor's present and after-acquired property. All proceeds including accounts, money, intangibles, goods, documents of title, licenses, instruments, securities, substitutions, trade ins (all as defined in the personal property security act) and insurance proceeds and any other form of proceeds.</p> <p>All debts, accounts, claims and choses in action which now are or which may at any time hereafter be due to or owing to or owned by the debtor and all documents now or hereafter held or owned by the debtor or anyone on its behalf in respect thereto and all books and papers relating thereto.</p> | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18062643598

Registration Date: 2018-Jun-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jun-26 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 18092443328 | Amendment | 2018-Sep-24 |
| 19060353793 | Amendment | 2019-Jun-03 |
| 19100735947 | Amendment | 2019-Oct-07 |
| 20122213652 | Amendment | 2020-Dec-22 |
| 21030810800 | Amendment | 2021-Mar-08 |

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF HTE 4TH
ELK POINT, AB T0A 1A0

Status

Current

Secured Party / Parties

Block

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Status

Deleted by
18092443328

Block

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Status

Deleted by
20122213652

Search ID #: Z13988543

Block

3 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076
Email: aross@elfc.ca

Status

Current by
20122213652

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | FF01V4Q030624 | 2007 | HITACHI ZX270LC EXCAVATOR | TR - Trailer | Deleted By 19060353793 |
| 2 | FF01V7Q051676 | 2007 | HITACHI ZX350LC-3 | TR - Trailer | Deleted By 19060353793 |
| 3 | A3R00370 | 2007 | CATERPILLAR 325 DL | TR - Trailer | Deleted By 19060353793 |
| 4 | CAT0325DAA3R00370 | 2007 | CATERPILLAR 325 DL | TR - Trailer | Deleted By 19060353793 |
| 5 | FF01V4Q030615 | 2007 | HITACHI ZX270LC-3 | TR - Trailer | Deleted By 19060353793 |
| 6 | FF240DX605189 | 2006 | JOHN DEERE 240D EXCAVATOR | TR - Trailer | Current |
| 7 | FF01V4Q030744 | 2008 | HITACHI ZX270LC-3 | TR - Trailer | Current |
| 8 | CAT0329DEWLT00597 | 2011 | CATERPILLAR 329DL | TR - Trailer | Current |
| 9 | 1FF290GXLBD705088 | 2011 | JOHN DEERE 250GLC | TR - Trailer | Current |
| 10 | FF01V1Q020274 | 2006 | HITACHI ZX240LC-3 | TR - Trailer | Current |
| 11 | A32642 | 2012 | KOMATSU PC360LC-10 | TR - Trailer | Current |
| 12 | 1FF250GXCED609148 | 2014 | JOHN DEERE 250GLC | TR - Trailer | Current |
| 13 | CAT0349EVTFG01057 | 2013 | CATERPILLAR 349E EXCAVATO | TR - Trailer | Current |
| 14 | CAT00735CB1N00197 | 2005 | CATERPILLAR 735 DUMP TRCK | TR - Trailer | Deleted By 19100735947 |
| 15 | CAT00730HB1M00635 | 2006 | CATERPILLAR 730 DUMP TRCK | TR - Trailer | Current |
| 16 | AGF01514 | 2005 | CATERPILLAR 730 DUMP TRCK | TR - Trailer | Current |
| 17 | CAT00730EAGF01514 | 2005 | CATERPILLAR 730 DUMP TRCK | TR - Trailer | Current |

Search ID #: Z13988543

| | | | | | |
|----|-------------------|------|----------------------------|--------------|---------------------------|
| 18 | CAT00735AB1N00680 | 2007 | CATERPILLAR 735 DUMP TRUCK | TR - Trailer | Deleted By 20122213652 |
| 19 | VCE0A35FA00010191 | 2012 | VOLVO A35F ROCK TRUCK | TR - Trailer | Current |
| 20 | VCE0A30FL00082078 | 2012 | VOLVO A30F ROCK TRUCK | TR - Trailer | Current |
| 21 | VCE0A30FH00082079 | 2012 | VOLVO A30F ROCK TRUCK | TR - Trailer | Deleted By 21030810800 |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|----------------------------------------------------------------------------|---------------------------|
| 1 | 2007 Hitachi ZX270LC Excavator S/N FF01V4Q030624 | Deleted By 19060353793 |
| 2 | 2007 Hitachi ZX350LC-3 Excavator S/N FF01V7Q051676 | Deleted By 19060353793 |
| 3 | 2007 Caterpillar 325 DL Excavator S/N A3R00370/CAT0325DAA3R00370 | Deleted By 19060353793 |
| 4 | 2007 Hitachi ZX270LC-3 Excavator S/N FF01V4Q030615 | Deleted By 19060353793 |
| 5 | 2006 John Deere 240D Excavator S/N FF240DX605189 | Current |
| 6 | 2008 Hitachi ZX270LC-3 Excavator S/N FF01V4Q030744 | Current |
| 7 | 2011 Caterpillar 329DL Excavator S/N CAT0329DEWLT00597 | Current |
| 8 | 2011 John Deere 290G LC Excavator S/N 1FF290GXLBD705088 | Current |
| 9 | 2006 Hitachi ZX240LC-3 Excavator S/N FF01V1Q020274 | Current |
| 10 | 2012 Komatsu PC360LC-10 Excavator S/N A32642 | Current |
| 11 | 2014 John Deere 250GLC Excavator S/N 1FF250GXCED609148 | Current |
| 12 | 2013 Caterpillar 349E Hydraulic Excavator S/N CAT0349EVTFG01057 | Current |
| 13 | 2005 Caterpillar 735 Articulated Dump Truck S/N CAT00735CB1N00197 | Deleted By 19100735947 |
| 14 | 2006 Caterpillar 730 Articulated Dump Truck S/N CAT00730HB1M00635 | Current |
| 15 | 2005 Caterpillar 730 Articulated Dump Truck S/N AGF01514/CAT00730EAGF01514 | Current |
| 16 | 2007 Caterpillar 735 Articulated Dump Truck S/N CAT00735AB1N00680 | Deleted By 20122213652 |
| 17 | 2012 Volvo A35F Articulated Rock Truck S/N VCE0A35FA00010191 | Current |
| 18 | 2012 Volvo A30F Rock Truck S/N VCE0A30FL00082078 | Current |

Search ID #: Z13988543

- | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 19 | 2012 Volvo A30F Rock Truck S/N VCE0A30FH00082079 | Deleted By 21030810800 |
| 20 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18062647179

Registration Date: 2018-Jun-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jun-26 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 18070944075 | Amendment | 2018-Jul-09 |
| 18092107591 | Amendment | 2018-Sep-21 |
| 19060353814 | Amendment | 2019-Jun-03 |
| 20082807941 | Amendment | 2020-Aug-28 |
| 21031534633 | Amendment | 2021-Mar-15 |
| 21041336183 | Amendment | 2021-Apr-13 |

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Status
Current

Secured Party / Parties

Block

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Status
Deleted by
18092107591

Block

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6

Status
Deleted by
20082807941

Search ID #: Z13988543

Phone #: 403 693 4060

Fax #: 403 236 9076

Block

3 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076
Email: info@elfc.ca

Status

Current by
20082807941

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | CAT00D6RE5LN03217 | 2001 | CATERPILLAR D6R DOZER | TR - Trailer | Current |
| 2 | 7XM00903 | 1996 | CATERPILLAR D8R DOZER | TR - Trailer | Current |
| 3 | 02EN00361 | 1997 | CATERPILLAR D7R DOZER | TR - Trailer | Deleted By 19060353814 |
| 4 | 2EN00870 | 1999 | CATERPILLAR D7R DOZER | TR - Trailer | Deleted By 19060353814 |
| 5 | 5072 | 2004 | KOMATSU D37PX-21 DOZER | TR - Trailer | Deleted By 19060353814 |
| 6 | 4JN02832 | 2002 | CATERPILLAR D6M DOZER | TR - Trailer | Deleted By 19060353814 |
| 7 | CAT00D6MP4JN02832 | 2002 | CATERPILLAR D6M DOZER | TR - Trailer | Deleted By 19060353814 |
| 8 | ALY01017 | 2004 | CATERPILLAR D6N DOZER | TR - Trailer | Deleted By 20082807941 |
| 9 | CAT00D6NTALY01017 | 2004 | CATERPILLAR D6N DOZER | TR - Trailer | Deleted By 20082807941 |
| 10 | 5LN02631 | 2000 | CATERPILLAR D6R DOZER | TR - Trailer | Current |
| 11 | ALY00261 | 2004 | CATERPILLAR D6N LGP DOZER | TR - Trailer | Current |
| 12 | ADE00880 | 2005 | CATERPILLAR D6R DOZER | TR - Trailer | Current |
| 13 | AGN01590 | 2007 | CATERPILLAR D7R DOZER | TR - Trailer | Current |
| 14 | CAT00D7RJAGN01590 | 2007 | CATERPILLAR D7R DOZER | TR - Trailer | Current |

Search ID #: Z13988543

| | | | | | |
|----|-------------------|------|------------------------------|--------------|---------------------------|
| 15 | AGN01527 | 2006 | CATERPILLAR D7R DOZER | TR - Trailer | Current |
| 16 | CAT00D7RVAGN01527 | 2006 | CATERPILLAR D7R DOZER | TR - Trailer | Deleted By 21031534633 |
| 17 | CAT00D6RCMRT00387 | 2006 | CATERPILLAR D6R DOZER | TR - Trailer | Current |
| 18 | DJY00331 | 2007 | CATERPILLAR D6N LGP DOZER | TR - Trailer | Current |
| 19 | CAT00D6NADJY00331 | 2007 | CATERPILLAR D6N LGP DOZER | TR - Trailer | Current |
| 20 | AGN01790 | 2008 | CATERPILLAR D7R XR DOZER | TR - Trailer | Deleted By 21041336183 |
| 21 | AGN00969 | 2006 | CATERPILLAR D7R XW DOZER | TR - Trailer | Current |
| 22 | CAT00D7RKAGN00969 | 2006 | CATERPILLAR D7R XW DOZER | TR - Trailer | Current |
| 23 | HDC00292 | 2007 | CATERPILLAR D6R XW DOZER | TR - Trailer | Current |
| 24 | CAT00D6THDJG00344 | 2008 | CATERPILLAR D6T XW DOZER | TR - Trailer | Current |
| 25 | CAT00D6NEGHS00571 | 2011 | CATERPILLAR D6N LGP DOZER | TR - Trailer | Current |
| 26 | CAT00D6NHGHS01296 | 2012 | CATERPILLAR D6N LGP DOZER | TR - Trailer | Current |
| 27 | CAT00D8TJMLN01658 | 2012 | CATERPILLAR D8T DOZER | TR - Trailer | Current |
| 28 | 3712 | 2012 | KOMATSU D39PX-22 DOZER | TR - Trailer | Current |
| 29 | 4ZF18017 | 2005 | CATERPILLAR D6R DOZER | TR - Trailer | Current By 18070944075 |
| 30 | KMT0D108E01003712 | 2012 | KOMATSU D39PX-22 DOZER | TR - Trailer | Current By 18070944075 |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--------------------------------------------------|---------------------------|
| 1 | 2001 Caterpillar D6R Dozer S/N CAT00D6RE5LN03217 | Current |
| 2 | 1996 Caterpillar D8R Crawler Dozer S/N 7XM00903 | Current |
| 3 | 1997 Caterpillar D7R Dozer S/N 02EN00361 | Deleted By 19060353814 |

Search ID #: Z13988543

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 4 | 1999 Caterpillar D7R Dozer S/N 2EN00870 | Deleted By 19060353814 |
| 5 | 2004 Komatsu D37PX-21 Dozer S/N 5072 | Deleted By 19060353814 |
| 6 | 2002 Caterpillar D6M Dozer S/N 4JN02832/CAT00D6MP4JN02832 | Deleted By 19060353814 |
| 7 | 2004 Caterpillar D6N Dozer S/N ALY01017/CAT00D6NTALY01017 | Deleted By 20082807941 |
| 8 | 2000 Caterpillar D6R Dozer S/N 5LN02631 | Current |
| 9 | 2004 Caterpillar D6N LGP Dozer S/N ALY00261 | Current |
| 10 | 2005 Caterpillar D6R Dozer S/N ADE00880 | Deleted By 18070944075 |
| 11 | 2007 Caterpillar D7R Dozer S/N AGN01590/CAT00D7RJAGN01590 | Current |
| 12 | 2006 Caterpillar D7R Dozer S/N AGN01527/CAT00D7RVAGN01527 | Deleted By 21031534633 |
| 13 | 2006 Caterpillar D6R XW Series 3 Dozer S/N CAT00D6RCMRT00387 | Current |
| 14 | 2007 Caterpillar D6NLGP Dozer S/N DJY00331/CAT00D6NADJY00331 | Current |
| 15 | 2008 Caterpillar D7R XR Dozer S/N AGN01790 | Deleted By 21041336183 |
| 16 | 2006 Caterpillar D7R XR Dozer S/N AGN00969/CAT00D7RKAGN00969 | Current |
| 17 | 2007 Caterpillar D6R XW Dozer S/N HDC00292 | Current |
| 18 | 2008 Caterpillar D6T XW Dozer S/N CAT00D6THDJG00344 | Current |
| 19 | 2011 Caterpillar D6NLGP Dozer S/N CAT00D6NEGHS00571 | Current |
| 20 | 2012 Caterpillar D6NLGP Dozer S/N GHS01296/CAT00D6NHGHS01296 | Current |
| 21 | 2012 Caterpillar D8T Dozer S/N MLN01658/CAT00D8TJMLN01658 | Current |
| 22 | 2012 Komatsu D39PX-22 Crawler Dozer S/N 3712 | Deleted By 18070944075 |
| 23 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |
| 24 | 2005 Caterpillar D6R Dozer S/N ADE00880/4ZF18017 | Current By 18070944075 |
| 25 | 2012 Komatsu D39PX-22 Crawler Dozer S/N 3712/KMT0D108E01003712 | Current By 18070944075 |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18062647788

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jun-26

Registration Status: Current

Expiry Date: 2024-Jun-26 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

| | | |
|-------------|-----------|-------------|
| 18092443339 | Amendment | 2018-Sep-24 |
| 19051429129 | Amendment | 2019-May-14 |
| 19110713406 | Amendment | 2019-Nov-07 |
| 20063017413 | Amendment | 2020-Jun-30 |

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Deleted by
18092443339

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Block

Status
Deleted by
19110713406

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Search ID #: Z13988543

Block

3 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076
Email: info@elfc.ca

Status

Current by
19110713406

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|---------------------------|
| 1 | 1DL00703 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 2 | 1DL00730 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 3 | 1DL00740 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 4 | 1DL00342 | 1998 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 5 | 1DL00499 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 6 | 01DL00499 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 7 | 1DL00532 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 8 | 01DL00532 | 1999 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 9 | 1DL00822 | 2000 | CATERPILLAR 627F SCRAPER | TR - Trailer | Deleted By 20063017413 |
| 10 | 1DL00824 | 2000 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 11 | CAT0627GVDBD00278 | 2005 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19110713406 |
| 12 | CAT0627GV0DBD00278 | 2005 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19110713406 |
| 13 | CAT0627GADBD00279 | 2005 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19110713406 |
| 14 | 1DL00262 | 1996 | CATERPILLAR 627F SCRAPER | TR - Trailer | Current |
| 15 | CAT0627GCDBD00692 | 2007 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19051429129 |
| 16 | DBD00692 | 2007 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19051429129 |

Search ID #: Z13988543

| | | | | | |
|----|------------------|------|-----------------------------|--------------|---------------------------|
| 17 | CAT0627GTDB00693 | 2007 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19051429129 |
| 18 | DBD00693 | 2007 | CATERPILLAR 627G SCRAPER | TR - Trailer | Deleted By 19051429129 |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | 1999 Caterpillar 627F Scraper S/N 1DL00703 | Current |
| 2 | 1999 Caterpillar 627F Scraper S/N 1DL00730 | Current |
| 3 | 1999 Caterpillar 627F Scraper S/N 1DL00740 | Current |
| 4 | 1998 Caterpillar 627F Scraper S/N 1DL00342 | Current |
| 5 | 1999 Caterpillar 627F Scraper S/N 1DL00499/01DL00499 | Current |
| 6 | 1999 Caterpillar 627F Scraper S/N 1DL00532/01DL00532 | Current |
| 7 | 2000 Caterpillar 627F Scraper S/N 1DL00822 | Deleted By 20063017413 |
| 8 | 2000 Caterpillar 627F Scraper S/N 1DL00824 | Current |
| 9 | 2005 Caterpillar 627G Scraper S/N CAT0627GVDBD00278/CAT0627GV0DBD00278 | Deleted By 19110713406 |
| 10 | 2005 Caterpillar 627G Scraper S/N CAT0627GADBD00279 | Deleted By 19110713406 |
| 11 | 1996 Caterpillar 627F Scraper S/N 1DL00262 | Current |
| 12 | 2007 Caterpillar 627G Scraper S/N CAT0627GCDBD00692/DBD00692 | Deleted By 19051429129 |
| 13 | 2007 Caterpillar 627G Scraper S/N DBD00693/CAT0627GTDB00693 | Deleted By 19051429129 |
| 14 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18082227170

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Aug-22

Registration Status: Current

Expiry Date: 2024-Aug-22 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18092109123

Amendment

2018-Sep-21

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505, NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Deleted by
18092109123

Block

Status

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Current by
18092109123

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 3C7WRNBLXJG237972 | 2018 | DODGE RAM 5500 | MV - Motor Vehicle | Current |
| 2 | 31109 | 2018 | COBRA 5500RSE | TR - Trailer | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | New 2018 Dodge Ram 5500 Truck S/N 3C7WRNBLXJG237972 c/w Ventures 11' Service Body S/N 180772741 2018 Cobra 5500RSE Crane S/N 31109 VMAC Compressor S/N V900136BGB011 | Current |
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18082309376

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Aug-23

Registration Status: Current

Expiry Date: 2023-Aug-23 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

18092108586

Amendment

2018-Sep-21

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505, NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
#770, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1
Phone #: 403 693 4060 Fax #: 403 236 9076

Deleted by
18092108586

Block

Status

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Current by
18092108586

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1XKDP4TX4FJ971670 2015 KENWORTH T800

MV - Motor Vehicle

Current

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | One(1)Used 2015 Kenworth T800 Tridem Truck S/N 1XKDP4TX4FJ971670 | Current |
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18090430967

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Sep-04

Registration Status: Current

Expiry Date: 2023-Sep-04 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A1A0

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1FT8X3B60JEC96739

2018 FORD F350

MV - Motor Vehicle

Current

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18092124972

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Sep-21

Registration Status: Current

Expiry Date: 2023-Sep-21 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18092443707

Amendment

2018-Sep-24

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Current

Secured Party / Parties

Block

Status

1 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Deleted by
18092443707

Block

Status

2 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Current by
18092443707

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1FDUF5HT5EEB82778 | 2014 | FOR F550XLT SERVICE TRUCK | MV - Motor Vehicle | Current |

Search ID #: Z13988543

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | 2014 Ford F550XLT Service Truck s/n 1FDUF5HT5EEB82778 | Current |
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18110734437

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Nov-07

Registration Status: Current

Expiry Date: 2023-Nov-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD.
PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1XKZP4EX5FJ977402 | 2015 | Kenworth T880 Tridem | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | 2015 Kenworth T880 Tridem Truck s/n 1XKZP4EX5FJ977402 c/w Pump and PTO | Current |
| 2 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18111910136

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Nov-19

Registration Status: Current

Expiry Date: 2023-Nov-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD
BOX 505
ELK POINT, AB T0A1A0

Secured Party / Parties

Block

Status
Current

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1FT7X2B62KEC18583 | 2019 | FORD F250 | MV - Motor Vehicle | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 18120421914

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Dec-04

Registration Status: Current

Expiry Date: 2024-Dec-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
0 PO BOX 505
ELK POINT, AB T0A1A0

Current

Secured Party / Parties

Block

Status

1 WELLS FARGO EQUIPMENT FINANCE COMPANY
1290 CENTRAL PARKWAY W, SUITE 1100
MISSISSAUGA, ON L5C 4R3

Current

Collateral: General

Block

Description

Status

1 ALL GOODS WHICH ARE PHOTOCOPIERS, MULTIFUNCTION DEVICES, PRINTERS, 3D PRINTERS, PRODUCTION PRINTERS, INDUSTRIAL INKJETS, DIGITAL PRESSES, FAX MACHINES, PROJECTORS, VIDEO CONFERENCING, INTERACTIVE WHITEBOARDS, SERVERS, AND SOFTWARE, OFFICE FURNITURE (CHAIRS, TABLES, ACCESSORIES), TELEPHONY, COMPUTERS, TELECONFERENCING EQUIPMENT, MAILING SYSTEMS, FOLDER INSERTERS. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9990229-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

Current

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 19061707082

Registration Date: 2019-Jun-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jun-17 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD
TWSP RD 565 HIGHWAY 41
ELK POINT, AB T0A 1A0

Current

Block

Status

2 NIELSEN, MURRY, RONALD
TWSP RD 565 HIGHWAY 41
ELK POINT, AB T0A 1A0

Current

Birth Date:
1961-Jun-18

Secured Party / Parties

Block

Status

1 DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
3450 SUPERIOR COURT, UNIT 1
OAKVILLE, ON L6L 0C4

Current

Collateral: General

Block

Description

Status

| | | |
|---|-------------------------------------------------------------------|---------|
| 1 | All personal property of the debtor financed by the secured | Current |
| 2 | party, wherever situated, consisting of | Current |
| 3 | 19 LEMKEN RUBIN 9 COMPACT DISC HARROW S/N 440347 | Current |
| 4 | together with all parts and accessories relating thereto, all | Current |
| 5 | attachments, accessories and accessions thereto or thereon, all | Current |
| 6 | replacements, substitutions, additions and improvements of all or | Current |

Search ID #: Z13988543

| | | |
|----|-------------------------------------------------------------------|---------|
| 7 | any part of the foregoing. | Current |
| 8 | Proceeds: all of the debtor's present and after acquired goods, | Current |
| 9 | motor vehicles, accounts, money, chattel paper, documents of | Current |
| 10 | title, investment property, instruments and intangibles as | Current |
| 11 | defined in the Personal Property Security Act, insurance proceeds | Current |
| 12 | and all other substitutions, renewals, alterations or proceeds of | Current |
| 13 | every description and of any kind whatsoever derived directly or | Current |
| 14 | indirectly from any dealings with the general collateral | Current |
| 15 | described above, or proceeds therefrom. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 19092036413

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Sep-20

Registration Status: Current

Expiry Date: 2023-Sep-20 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status
Current

1 SHAMROCK VALLEY ENTERPRISES LTD
PO BOX 505
ELK POINT, AB T0A 1A0

Block

Status
Current

2 NIELSEN, MURRY
PO BOX 505
ELK POINT, AB T0A 1A0

Secured Party / Parties

Block

Status
Current

1 T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP
PO BOX 10676 RPO 10
LLOYDMINSTER, AB T9V 3A7
Phone #: 780 875 7667 Fax #: 780 875 1998

Block

Status
Current

2 SERVUS CREDIT UNION
151 KARL CLARK ROAD
EDMONTON, AB T6N 1H5

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1T9BL4030ES588781 | 2014 | TREMCAR | TR - Trailer | Current |
| 2 | 1T9BL3224ESS588782 | 2014 | TREMCAR | TR - Trailer | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 19121623653

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Dec-16

Registration Status: Current

Expiry Date: 2024-Dec-16 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A1A0

Current

Secured Party / Parties

Block

Status

1 FORD CREDIT CANADA COMPANY
PO BOX 2400
EDMONTON, AB T5J 5C7
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1

5LM5J7XC5LGL07678

2020

LINC AVIAT

MV - Motor Vehicle

Current

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 20121630503

Registration Date: 2020-Dec-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-16 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)

Block

1 SHAMROCK VALLEY ENTERPRISES LTD.
BOX 505
ELK POINT, AB T0A 1A0

Status

Current

Block

2 SHAMROCK VALLEY ENTERPRISES LTD.
NW 1/4-28-37-6 WEST OF THE 4TH
ELK POINT, AB T0A 1A0

Status

Current

Secured Party / Parties

Block

1 ESSEX LEASE FINANCIAL CORPORATION
10768 74TH STREET SE
CALGARY, AB T2C 5N6
Phone #: 403 693 4060 Fax #: 403 236 9076
Email: info@elfc.ca

Status

Current

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1XKZP4EX9HJ989281 | 2017 | Kenworth T880 | MV - Motor Vehicle | Current |
| 2 | 1XKZDP0X6JJ991318 | 2018 | Kenworth T880 | MV - Motor Vehicle | Current |
| 3 | 1XKDD40X1JJ992191 | 2018 | Kenworth T800 | MV - Motor Vehicle | Current |
| 4 | 1XKZP4EX1JJ993363 | 2018 | Kenworth T880 | MV - Motor Vehicle | Current |
| 5 | 1XKZD40X2KJ998086 | 2019 | Kenworth T880 | MV - Motor Vehicle | Current |

Search ID #: Z13988543

| | | | | | |
|---|-------------------|------|---------------|--------------------|---------|
| 6 | 1XKZP4EX5JJ994032 | 2018 | Kenworth T880 | MV - Motor Vehicle | Current |
| 7 | 1XKZD40X4JJ994586 | 2018 | Kenworth T880 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1 | The goods described herein, together with all attachments, accessories, accessions, replacements, substitutions, additions, and improvements thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral or proceeds of the collateral and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral. | Current |

Search ID #: Z13988543

Business Debtor Search For:

SHAMROCK VALLEY ENTERPRISES LTD.

Search ID #: Z13988543

Date of Search: 2021-Jul-02

Time of Search: 08:33:58

Registration Number: 21031820919

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2021-Mar-18

Registration Status: Current

Expiry Date: 2021-Sep-18 23:59:59

The Vehicle repaired on the Garage Keepers' premises was released on 2021-Mar-15

The repairs of the vehicle off the Garage Keepers' premises were finished on 2021-Mar-15

Accessories were provided on 2021-Mar-15

Lien Amount is \$867.50

Inexact Match on: Debtor No: 1

Vehicle Owner(s)

Block

Status

1 SHAMROCK VALLEY ENTERPRISES L
PO BOX 505
ELK POINT, AB T0A 1A0

Current

Person(s) Claiming Lien

Block

Status

1 TRUCK ZONE
15816 111 AVE.
EDMONTON, AB T5M 2R8
Email: Mbachmier@truckzone.ca

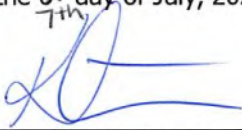
Current

Collateral: Serial Number Goods

| <u>Block</u> | <u>Serial Number</u> | <u>Year</u> | <u>Make and Model</u> | <u>Category</u> | <u>Status</u> |
|---------------------|-----------------------------|--------------------|------------------------------|------------------------|----------------------|
| 1 | 1XKDD40X18J936908 | 2008 | KENWORTH CONSTRUC | MV - Motor Vehicle | Current |

Result Complete

This is **Exhibit "E"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the 6th day of July, 2021.

A handwritten signature in blue ink, appearing to be 'K. Chan', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia

**POSTPONEMENT
PERSONAL PROPERTY REGISTRY
PROVINCE OF ALBERTA**

TO: CANADIAN WESTERN BANK

RE: SHAMROCK VALLEY ENTERPRISES LTD. (the "Debtor")

BUSINESS DEVELOPMENT BANK OF CANADA ("BDC"), the secured party pursuant to a Financing Statement registered at the Personal Property Registry for the Province of Alberta on June 26, 2013 as registration number 13082623459 (the "BDC Registration"), hereby agrees to the postponement of its rights and security interests protected, perfected or covered by the BDC Registration to the rights and security interests of Canadian Western Bank protected, perfected or covered by:

A Financing Statement registered in favour of Canadian Western Bank at the Personal Property Registry for the Province of Alberta August 10, 2015 as registration number 15081011843 (the "CWB Registration") as amended from time to time;

to the full amount secured thereby whether advanced before or after the date hereof.

BDC authorizes Canadian Western Bank, or its solicitors, to effect registration of a subordination of the BDC Registration to and in favour of the CWB Registration at the Personal Property Registry for the Province of Alberta by way of a Financing Change Statement.

This Agreement may be executed, by facsimile or other electronic means, and when so executed, shall be deemed to be an original.

IN WITNESS WHEREOF BDC has executed this Postponement this 25th day of August, 2015.

BUSINESS DEVELOPMENT BANK OF CANADA

Per: 


Terry Gerlinsky, Senior Account Manager

Per: 

Steven Dakten

Manager - Business Centre

This is **Exhibit "F"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the ~~6th~~^{7th} day of July, 2021.



A Notary Public in and for
the Province of British Columbia

W CANADIAN WESTERN BANK

Monthly Statement of Borrowing Limit

Lloydminster
(Branch Address)

Date: June 4, 2021

The undersigned Borrower calculates that in accordance with margin requirements established by agreement with the Bank, the maximum amount available to the borrower for the month of June shall be as follows, with all reports as at Apr-21 attached.

OPERATING LINE LIMIT: \$ 6,000,000
 Business Mastercard: \$ 50,000
 Net Operating Limit: \$ 5,950,000

MARGIN PERCENTAGE(s): Accounts Receivable 75%

Receivables

| | | | |
|----------------------------------------------------------------------------------------------------|--------------|----------------|----------------|
| Total Receivables (Agal Lists) Attached | | \$ 6,494,676 | (1) |
| Subtract | | | |
| amounts outstanding over 60 days on specific accounts approved by the bank (see Commitment Letter) | | - | (2) |
| the entire outstanding balance of accounts where any portion exceeds 60 days | | \$ 1,213,201 | (3) |
| inter-company accounts / due from officers / related companies (personal) | | \$ 11,601 | (4) |
| holdbacks / accounts excluded from margin provisions (includes Liable payables) | | \$ - | (5) |
| any contra accounts payable | | \$ - | (6) |
| Total qualifying receivable | | = \$ 5,269,874 | (7) |
| Margin percentage of qualifying receivables | X <u>75%</u> | = \$ 3,952,406 | (8) |
| Lending Value of Receivables | | = \$ 3,952,406 | (9 = 7 X 8) |
| Preferential Claims (Amounts owed to privileged and preferred creditors) | | | |
| Wages / Employee deductions | | \$ 5,093 | (10) |
| Rent | | - | (11) |
| Goods & Services Tax / Other Taxes / Government Royalties | | \$ 43,838 | (13) |
| Pension Fund Obligations / Employer Contributions | | - | (14) |
| Workers Compensation Owed | | - | (15) |
| Other: | | - | (16) |
| Total Preferred Claims | | = \$ 48,931 | (17) |
| Business Visa | | \$ 50,000 | (18) |
| Borrowing Limit | | | |
| Net Lending Value of Receivables | | \$ 3,853,475 | (19 = 9-17-18) |
| Authorized Credit Facility (include all segments subject to margin requirements) | | = \$ 6,000,000 | (20) |
| Borrowing Limit (lesser of line 19 or line 20, minimum of zero) | | = \$ 3,853,475 | (21) |

The Borrower represents and warrants to the Bank that the information in this statement and on any accompanying reports is complete and accurate in all respects. Furthermore, the Borrower certifies that the sums owed to privileged and preferred creditors, including government agencies have been paid and that the sums specified above as Preferential Claims are current amounts owing. The Borrower agrees not to borrow if the total margined indebtedness of the Borrower at any one time should exceed (or would, as a result of that borrowing, exceed) the Borrowing Limit specified on the line titled **MAX OPER. LOAN**, and the Borrower will immediately repay any amount borrowed in excess of that Borrowing Limit.

SHAMROCK VALLEY ENTERPRISES LTD.
(Company Name)

Prepared by: _____
Brandy Poliakiwski

per: _____

per: 
Murry Nielsen (Jun 9, 2021 11:45 MDT)
(Authorized Signing Officer)

**Shamrock Valley Enterprises Ltd.
Covenant Tests**

| Financial Statement Date: | 30-Apr-21 | 31-Mar-21 | 28-Feb-21 | Compliance |
|----------------------------------------------------------------------|----------------------|----------------------|----------------------|------------|
| <u>Tangible Net Worth - Tested Monthly</u> | | | | |
| Share Capital | \$ 177 | \$ 177 | \$ 177 | |
| Retained Earnings | \$ 5,672,919 | \$ 5,672,919 | \$ 5,672,919 | |
| Current Earnings | \$ (729,254) | \$ (597,024) | \$ (600,526) | |
| Postponed Due to Shareholder (under liabilities section) | \$ 305,000 | \$ 305,000 | \$ 305,000 | |
| Postponed Wages and Bonuses Payable | \$ - | \$ - | \$ - | |
| Advances to Affiliates/Shareholders | \$ - | \$ - | \$ - | |
| Less: Intangibles (Loans Receivable) | \$ 458,754 | \$ 467,565 | \$ 499,424 | |
| Less: Depreciation not expensed Monthly - YTD | \$ - | \$ - | \$ - | |
| TNW | \$ 4,790,088 | \$ 4,913,507 | \$ 4,878,146 | |
| <u>Leverage - Measured Annually July</u> | | | | |
| Total Liabilities | \$ 14,262,673 | \$ 14,180,157 | \$ 15,227,314 | |
| Plus - LOC Balance (if showing as a negative balance in CA) | \$ - | \$ - | \$ - | |
| Plus - All items in CA or CL with negative balance | \$ 5,536 | \$ 591,019 | \$ 349,206 | |
| Less - Postponed Due to Affiliates/Shareholder | \$ 305,000 | \$ 305,000 | \$ 305,000 | |
| Total Debt | \$ 13,963,209 | \$ 14,466,177 | \$ 15,271,520 | |
| Maximum Debt/TNW = | 2.50 | 2.92 | 2.94 | No |
| <u>Working Capital = (CA / (CL - CPLTD)) - Tested Monthly</u> | | | | |
| Current Assets | \$ 8,697,099 | \$ 7,810,012 | \$ 8,604,826 | |
| LOC Balance (if showing as a negative balance in C/A) | \$ - | \$ - | \$ - | |
| All items in C/A or C/L with negative balance | \$ 5,536 | \$ 591,019 | \$ 349,206 | |
| Less: Loan receivable | \$ 458,754 | \$ 467,565 | \$ 499,424 | |
| CA | \$ 8,243,881 | \$ 7,933,466 | \$ 8,454,608 | |
| Current Liabilities | \$ 9,127,671 | \$ 8,890,104 | \$ 9,548,042 | |
| LOC Balance (if showing as a negative balance in C/A) | \$ - | \$ - | \$ - | |
| All items in C/A or C/L with negative balance | \$ 5,536 | \$ 591,019 | \$ 349,206 | |
| Management | \$ 3,090,767 | \$ 3,090,767 | \$ 3,090,767 | |
| Less: CPLTD | \$ 6,042,440 | \$ 6,390,357 | \$ 6,806,481 | |
| CL | \$ 6,042,440 | \$ 6,390,357 | \$ 6,806,481 | |
| Minimum Working Capital | 1.40 | 1.36 | 1.24 | No |

Acknowledged _____

Date: 2021-06-03

Jun 9, 2021

Murry Nielsen (Jun 9, 2021 11:45 AM)



OFFICER'S COMPLIANCE CERTIFICATE

For the Period of APR 2021

TO BE FORWARDED TO THE BANK WITHIN 25 CALENDAR DAYS FOLLOWING EACH REPORTING PERIOD TOGETHER WITH INTERNALLY PREPARED FINANCIAL STATEMENTS.


I, MURRY NIELSEN, of the town of Elk Point in the Province of Alberta, hereby certify as follows:

1. That I am the President of SHAMROCK VALLEY ENTERPRISES LTD.:
2. That I am familiar with and have examined the provisions of the Commitment Letter (the "Agreement") dated May 14, 2015, and all subsequent amendments between Shamrock Valley Enterprises Ltd. (the "Borrower") and CANADIAN WESTERN BANK (the "Bank"), and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and based on the foregoing and as of the date of this certificate:
 - a) the representation and warranties contained in the Agreement are true and correct;
 - b) the Borrower is not in default under the Agreement nor has any event occurred which, with the giving of notice or the passage of time or both, would constitute and Event of Default under the Agreement and the Borrower is not in default under any other material agreement for monies borrowed, raised, or guaranteed to which the Borrower is a part or by which it is bound;
 - c) the covenants contained in the Agreement have not been breached and during the next fiscal quarter of the Borrower, there is no reason to believe that any of such covenants will be breached; and
 - d) all preferential items, such as wages/employee deductions, income tax, WCB, Pension Plan and GST are current.
3. That as of the end of the month, to which this Certificate applies,

| | Result: |
|-----------------------------------------------------------------------------------------|---------------|
| ° a "Current Ratio" (excluding CPLTD) not less than 1.40:1 – Monthly Combined Basis | <u>1.36</u> |
| ° a "Debt to Tangible Net Worth Ratio" not greater than 2.50:1 – Monthly Combined Basis | <u>2.92:1</u> |
| ° a "Cash Flow Coverage Ratio" not less than 1.15:1 on an Annual Basis | |

DATED AT LLOYDMINSTER THIS 4 DAY OF JUNE, 2021.

Shamrock Valley Enterprises Ltd.

Per: 
Murry Nielsen (Jun 9, 2021 11:45 MDT)

Authorized Signatory: MURRY NIELSEN

CONFIRMATION OF PAYABLE STATUS
Borrower Name: Shamrock Valley Ent
Date: 30 April 2021

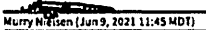
| | Balance Due | Date Due |
|--------------------------------------------------------------------------|-------------|------------|
| Wages/Employee deductions | | up to date |
| Income/Corporate Tax | | |
| Goods & Services or Harmonized Sales Tax/Other Taxes | | |
| Government Royalties | | |
| Provincial Sales Tax | | |
| Pension Fund Contributions/Employer Contributions | | |
| Worker's Compensation levies | | |
| Other payables to government agencies or departments (Specify: _____) | | |
| Business Taxes | | |
| Total Priority Claims | | |

The undersigned certifies to CANADIAN WESTERN BANK ("the Bank") that the information provided in this statement and on any accompanying reports is complete and accurate in all respects as at the date specified above. Furthermore, the undersigned certifies that all sums owed privileged and preferred creditors, including government agencies have been paid and are current amounts owing in accordance with the permitted time frame for payment set by the particular creditor/agency. The undersigned agrees to maintain such payables in a current status while indebted to the Bank and to provide the Bank with confirmations of the status of such outstanding payables from time to time upon request.

In addition to providing the information specified above, the Borrower hereby authorizes the Bank to make inquiries of government departments including Revenue Canada, the Provincial Treasurer, the Worker's Compensation Board, and applicable municipal government departments, and the Borrower hereby directs such departments to provide to the Bank information respecting the Borrower's status of payments due to such governmental departments and or agencies.

 Dated the 4 day of June, 2021.

Shamrock Valley Ent
Borrower Name

 Per: 
Murry Hiltzen (Jun 9, 2021 11:45 MDT)
Authorized Signatory

 Per: _____
Authorized Signatory






April reports for signature

Final Audit Report


2021-06-09

| | |
|-----------------|---------------------------------------------------------|
| Created: | 2021-06-08 |
| By: | Margaret Lea Phillips (MargaretLea.Phillips@cwbank.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAYeS4y1jA-Qg-9JL2WOHxqC9msBUm4DB |

"April reports for signature" History

-  Document created by Margaret Lea Phillips (MargaretLea.Phillips@cwbank.com)
2021-06-08 - 11:44:57 PM GMT- IP address: 74.3.183.130
-  Document emailed to Murry Nielsen (mnielsen@shamrockvalley.ca) for signature
2021-06-08 - 11:48:43 PM GMT
-  Email viewed by Murry Nielsen (mnielsen@shamrockvalley.ca)
2021-06-09 - 4:00:04 PM GMT- IP address: 174.90.223.104
-  Document e-signed by Murry Nielsen (mnielsen@shamrockvalley.ca)
Signature Date: 2021-06-09 - 5:45:45 PM GMT - Time Source: server- IP address: 68.149.101.165
-  Agreement completed.
2021-06-09 - 5:45:45 PM GMT

This is **Exhibit "G"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the ~~6th~~^{7th} day of July, 2021.



A Notary Public in and for
the Province of British Columbia

Erika Kiss

From: Margaret Lea Phillips <MargaretLea.Phillips@cwbank.com>
Sent: Monday, June 14, 2021 12:52 PM
To: Payroll – Shamrock Valley Ent
Cc: Vera Watson; Brandy Poliakiwski; Murry Nielsen
Subject: Copies of Invoices

Hello Amy

As discussed on Friday, please send copies of the following invoices to Vera and I.

| Company Name | Invoice number |
|------------------------------|-----------------------|
| 2250567 Alberta Ltd. | IN055606 |
| | IN055780 |
| | IN056157 |
| | IN056204 |
| Caouette & Sons Implements | IN055077 |
| | INT03972 |
| | INT03981 |
| Cenovus Energy | IN056334 |
| | IN056084 |
| Canadian Natural Resources | IN056086 |
| | IN056161 |
| | IN056290 |
| JMB Crushing Systems | W-16-0831-E1608R6 |
| Colden West Business Park | IN055768 |
| Gordon Fakeley | IN056264 |
| Manny Gill Trucking | IN056082 |
| Global Machinery Inc. | IN056223 |
| | IN056224 |
| Heavy Iron Inc. | IN055858 |
| | IN056081 |
| | IN056339 |
| Husky Oil Operations Limited | IN055818 |
| JMB Crushing Systems ULC | IN054710 |
| | IN054581 |
| Kelt Exploration Ltd. | IN055979 |
| Nobles Equipment | IN055983 |
| | IN056083 |
| | IN056088 |
| | INT03984 |
| Wade Poitras | IN056203 |
| Rowland Equipment | IN055982 |
| SV Construction Ltd. | IN055981 |
| | IN055981 |

Thank you

Margaret Lea



M.L. (Margaret Lea) Phillips
Assistant Vice President, Special Asset Management, Canadian Western Bank
t. 780.392.8493 | f. 780.423.8898

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cwbank.com

[Learn](#)

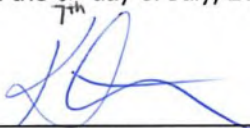


Waterstone
CANADA'S
MOST
ADMIRABLE
CORPORATE
CULTURES
2020

CONFIDENTIALITY CAUTION

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This is **Exhibit "H"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the ~~6th~~^{7th} day of July, 2021.



A Notary Public in and for
the Province of British Columbia



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

Via Email:

June 18, 2021

**Canadian Western Bank
666 Burrard St., Suite 100
Vancouver, B.C. V6C 2X8**

Attention: Dean Chan, Senior AVP and Team Lead

Re: Shamrock Valley Enterprises Ltd. (the "Company")

1. Introduction

This letter confirms that we, The Bowra Group Inc. ("Bowra"), have been retained by you, Canadian Western Bank ("CWB"), to provide the services (the "Services") set out below with respect to the Company. This letter outlines the Services to be provided and the fees to be paid in respect of those Services.

2. Our Understanding of the Situation

The Company provides construction subcontracting services in the form of general earthworks, oil and gas infrastructure, subdivision grading, road building and maintenance, fluid hauling and mechanical inspections of heavy-duty equipment. The Company operates out of offices located in Edmonton, Elk Point and Grande Prairie, Alberta.

The Company has struggled financially due to a decrease in revenues as a result of the decline in the oil and gas industry in Alberta and additional economic pressures created by the Covid-19 pandemic. The decrease in revenues resulted in a working capital shortfall for the Company.

The Company holds an operating line with CWB authorized at \$6 million with a current outstanding balance of approximately \$3.9 million. CWB has concerns with the viability of the Company, and has requested Bowra to perform a business review, with work to be performed more specifically laid out in the Scope of Services.

3. Scope of our Services

CWB has requested that we provide the following assistance:

1. Review and comment on the financial position of the Company for the most current date in which the Company has financial information;
2. Review and comment on the receivables of the Company and underlying assumptions of the margined AR;
3. Advise CWB on the Company's short-term cash flow forecasts and all assumptions underlying same; and
4. Review any other matters that appear to be relevant to CWB including transactions with related parties.

The Company will grant us full access to their business operations (subject to the Company's safety policies), all assets, and books and records. We will have no management responsibility or control over the Company's operations and will take no responsibility for any decisions or actions by or on the part of the Company; such responsibilities remain with the Company.

4. Timetable and Report

Our assignment will commence as soon as possible. Assuming full co-operation, timely availability of data and barring any unforeseen circumstances, we anticipate that our report on the above matters should be completed within three weeks of commencement. We confirm that we will review a draft of any written report we prepare with the Company before it is finalized, and where appropriate include their comments in our report, however information will be redacted from our draft report if considered by us to be of a sensitive or material nature. We reserve the right to provide updates directly to CWB prior to completion of the report, including written updates, on information obtained that may affect or impact their outstanding indebtedness, security, or potential recovery of their outstanding amount, without consulting with the Company.

5. Staffing

Doug Chivers will be in charge of the Services, contributing advice, overseeing the provision of the Services, and attending key meetings at CWB's request. Doug Chivers will act as project manager, calling upon specialist staff, as we deem appropriate. We reserve the right to change staff, but we will only change the named senior staff after discussion with CWB. We may need

to retain third parties to assist in the valuation of the Company's assets. However, we will only retain such parties with the consent of CWB.

6. Fees

Our fees are based on the hours actually incurred by each staff member and the normal hourly billing rate for that individual.

In addition to the fees outlined above, appraisal costs (if any), GST and out-of-pocket expenses will be charged to CWB. In lieu of routine administrative expenses such as long-distance telephone calls, faxes, courier, postage and photocopies, CWB will be charged on the basis of a flat rate of \$12 for each hour of chargeable time spent on this engagement.

CWB has agreed to guarantee the payment of our fees and expenses incurred in performing this assignment. The Company will be primarily liable for those fees and disbursements and should the Company not pay the fees we understand CWB reserves the right to pay the fees and add that amount to any outstanding amounts owed to the CWB from the Company.

7. Terms and Conditions

The attached terms and conditions set out the duties of each party in respect of the Services. This letter and the terms and conditions attached comprise the entire contract (the "Contract") for the provision of the Services to the exclusion of any other express or implied term, whether expressed orally or in writing, including any conditions, warranties and representations and shall supersede all previous letters of engagement, undertakings, agreements and correspondence regarding the Services.

8. Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of Canada and Alberta. The Courts of Canada shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it.

9. Acknowledgement and Acceptance

Canadian Western Bank – Shamrock Valley Enterprises Ltd.

Please acknowledge CWB's acceptance of the terms of our engagement under the Contract by signing the confirmation below and returning a copy of this letter and a copy of the attached terms and conditions to us at the above address.

If you have any questions regarding this letter or the attached terms and conditions, please do not hesitate to contact us.

**Yours very truly,
The Bowra Group Inc.**

Per:

A handwritten signature in black ink, appearing to read 'D. Chivers', with a long horizontal line extending to the right.

Doug Chivers, CA, CIRP, LIT

Confirmation of Terms of Engagement

Having read both the above Letter of Engagement from The Bowra Group Inc. and the Terms and Conditions attached thereto, we agree to engage The Bowra Group Inc. upon the terms set out therein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed at the city of Vancouver, in the Province of British Columbia, on the date first written above, and to the same extent and effect as if executed under seal.

**Canadian Western Bank
by its authorized signatory**

Per: Dean Chan

Dean Chan
SAVP, SAMU

Date: June 21/21

Consent and Agreement of The Company

The undersigned hereby consents to the Letter of Engagement and attached Terms and Conditions and the appointment of The Bowra Group Inc. It is understood and agreed that, notwithstanding this engagement, the remedies available to Canadian Western Bank under the terms of its security remain in full force and effect. This includes the payment of professional fees for this engagement. As noted in section 6, the Company is primarily responsible for payment of the The Bowra Group Inc.'s professional fees, however should they not be paid within a reasonable time the Company understands CWB reserves the right to pay the professional fees and include this amount as part of the outstanding amounts owed to CWB.

The undersigned will extend to The Bowra Group Inc. freedom of access to our personnel and records and understand that, during the course of the engagement, The Bowra Group Inc. will take no part in the management of our business, the sole responsibility for which remains with the undersigned.

The undersigned understands that The Bowra Group Inc. is not precluded from acting as Receiver and Manager or Trustee of the Company should circumstances so warrant.

Per: _____

Position: _____

On behalf of: Shamrock Valley Enterprises Ltd.

Date: _____



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowrargroup.com

Via Email

June 21, 2021

Shamrock Valley Enterprises Ltd.
2400 10235 101 St. NW
Edmonton, AB T5J 3G1

Attention: Murry R. Nielsen

Re: Business Review of Shamrock Valley Enterprises Ltd. - Request for Information

The Bowra Group Inc. has been engaged by Canadian Western Bank ("CWB") to conduct a business review of Shamrock Valley Enterprises Ltd. (the "Company") pursuant to CWB's secured interest in the Company.

In accordance with our engagement, we request that the information listed below be prepared and provided to us in advance of our visit. We may require additional information depending on our initial analysis and will advise you of any additional information requests on an ongoing basis during our review.

INFORMATION REQUESTED:

1) Accounts Receivable:

- A copy of the current aged accounts receivable listing detailed by customer and invoice.
- Copies of invoices on the AR listing;
- Copies of shipping manifests and / or purchase orders related to the invoice;
- Copies of agreements to any of the receivables currently billed or expecting to be billed in the near future;
- Copies of progress bills and/or progress analysis for receivables;
- Copies of other regulatory documents required for the collection of the receivables such as a statutory declaration;

2) Equipment and machinery:

- A copy of the current list of equipment including details on if the equipment is leased or owned, age, mileage, hours, VIN # and any other applicable information;
- Copies of agreements on leased or loaned equipment;
- Details of equipment under lease or loan currently in arrears;
- Copies of the insurance policy for the equipment;
- Details of any sales of equipment in the last 6 months or pending sales;

- 3) Premises:
 - A list of locations or premises operated by the Company;
 - Copies of the lease agreements for premises leased by the Company;
 - Premise details including, monthly rental amount and status of account;
- 4) Bank accounts:
 - A list of all bank accounts;
 - Copies of the most recent bank statements for all bank accounts;
- 5) A monthly cash flow projection for the next 6 months including the assumptions used in the projection;
- 6) A list of other assets of the Company;
- 7) A copy of the general liability insurance and other insurance policies of the Company;
- 8) A copy of the current aged accounts payable listing;
- 9) Details and copies of agreements for debt of the Company other than CWB debt;
- 10) Details of any possible or ongoing litigation against the Company;
- 11) A copy of the most recent financial statements prepared by either management or an external accountant for the last fiscal year and month;
- 12) The Company's organizational chart showing all related entities and shareholders;
- 13) A list of the active employees over the last year;
- 14) A copy of the most recent payroll period register detail;
- 15) Details of current amounts owing to employees including outstanding vacation pay;
- 16) Details for the most recent payroll period paid;
- 17) A copy of the most recent payroll remittance statement to CRA;
- 18) Details of amounts owing or in arrears for payroll source deductions;
- 19) A copy of the most recent GST and/or PST Notice of Assessment;
- 20) Details of amounts owing or in arrears of GST/PST;
- 21) Details for WCB premiums and amounts owing or in arrears;

22) A copy of the most recent T2 corporate income tax filed; and;

23) Details of any corporate income taxes owing or in arrears.

Please contact Garrett Stupan at 587-520-1499 or by email at gstupan@bowragroup.com to make arrangements to provide the requested information electronically or in a physical format.

Yours truly,

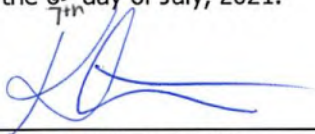
The Bowra Group Inc.

Per:

A handwritten signature in black ink, appearing to read 'D. Chivers', with a long horizontal flourish extending to the right.

Douglas Chivers, CPA, CA, CIRP, LIT
Senior Vice President

This is **Exhibit "I"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the 6th day of July, 2021.

A handwritten signature in blue ink, appearing to be 'A.A.', written over a horizontal line.

A Notary Public in and for
the Province of British Columbia



McLENNAN ROSS
LEGAL COUNSEL

ND

Our File Reference: 20212853

Charles P. Russell, Q.C.
Direct Line: (780) 482-9115
e-mail: crussell@mross.com

Erika Kiss, Assistant
Direct Line: (780) 482-9262

Fax: (780) 733-9757

PLEASE REPLY TO EDMONTON OFFICE

June 24, 2021

SENT BY REGISTERED MAIL,
BY ORDINARY MAIL AND BY EMAIL

Shamrock Valley Enterprises Ltd.
c/o Registered Office
2400 – 10235 – 1010 Street NW
Edmonton, AB T5J 3G1

Shamrock Valley Enterprises Ltd.
PO Box 505
Elk Point, AB T0A 1A0

695458 Alberta Ltd.
c/o Registered Office
2400 – 10235 – 1010 Street NW
Edmonton, AB T5J 3G1

Murry Ronald Nielsen
PO Box 113
Elk Point, AB T0A 1A0
(by email to mnielsen@shamrockvalley.ca)

Lisa Marie Nielsen
PO Box 113
Elk Point, AB T0A 1A0

Dear Sirs:

Re: Canadian Western Bank ("CWB") v. Shamrock Valley Enterprises Ltd. (the "Borrower") and 695458 Alberta Ltd., Murry Ronald Nielsen and Lisa Marie Nielsen (each a "Guarantor" and collectively, the "Guarantors")

We are counsel for CWB.

CWB has provided financing to the Borrower (the "Loans"). The balance due and owing on the Loans as at June 24, 2021, exclusive of unbilled costs, is:

Edmonton Office
600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
p. 780.482.9200
f. 780.482.9100
cf. 1.800.567.9200

Calgary Office
1000 First Canadian Centre
350 – 7th Avenue SW
Calgary, AB T2P 3N9
p. 403.543.9120
f. 403.543.9150
cf. 1.888.543.9120

Yellowknife Office
301 Nunasi Building
5109 – 48th Street
Yellowknife, NT X1A 1N5
p. 867.766.7677
f. 867.766.7678
cf. 1.888.836.6684

Visit our website at www.mross.com

| | |
|-------------------|---------------------|
| Loan 101003542832 | \$3,879,196.20 |
| Loan MD1612102576 | \$ <u>50,000.00</u> |
| Total | \$3,929,196.20 |

Interest continues to accrue due on such indebtedness from June 24, 2021.

CWB is entitled to recover its costs of review and enforcement of the Loans on a solicitor and his own client basis.

As security for payment of the Loans, the Borrower has provided to CWB the following security (the "Security"):

- (a) General Security Agreement dated March 17, 2015;
- (b) General Security Agreement dated July 24, 2015.

As further security for payment of the Loans, CWB holds the following guarantees (each a "Guarantee" and, collectively, the "Guarantees"):

- (c) Full Liability Guarantee by 695458 Alberta Ltd. dated July 24, 2015;
- (d) Guarantee by Murry Ronald Nielsen and Lisa Marie Nielsen, jointly and severally, limited to \$5 million dated July 24, 2015.

The Borrower has defaulted in performance of various obligations owed to CWB in connection with the Loans. CWB hereby declares the Loans to now be due and payable in full.

CWB hereby demands that the Loans be paid by the Borrower within 10 days of the date of this letter. CWB further demands that the Guarantors make payment of their Guarantee obligations within such 10-day period. Failure to do so will result in CWB taking such action as it may deem fit, including enforcement of the Security and the Guarantees.

Enclosed herewith is a Notice of Intention to Enforce Security.

In light of your advice that the books and records of the Borrower are inaccurate, CWB is unable to determine the extent if any to which the revolving operating line may be available for draws. Accordingly, no further draws will be permitted under the loan facilities, although CWB is prepared to clear cheques made payable to employees of the Borrower due Friday, June 25, 2021, up to a maximum of \$35,000. No other draws on the loan facilities will be permitted.

Note as well that the interest and costs attributable to the credit card facility have not been included in the amount referenced above, and will be added to the Debt upon calculation.

Please govern yourselves accordingly.

Yours truly,

A handwritten signature in black ink, consisting of a large, stylized loop at the top, followed by a horizontal line that extends to the right and then curves back down to the left, ending in a small vertical stroke.

CHARLES P. RUSSELL, Q.C.

CPR/ner

Encl.

cc. Canadian Western Bank
Attention: Dean Chan, Margaret Lea Phillips, Vera Watson

20212853 - 4139-3876-4080 v.1

NOTICE OF INTENTION TO ENFORCE SECURITY

(subsection 244(1) of the *Bankruptcy and Insolvency Act*)


TO: SHAMROCK VALLEY ENTERPRISES LTD.
insolvent person

TAKE NOTICE that:

1. Canadian Western Bank, secured creditor, intends to enforce its security on the personal and real property charged by the insolvent person pursuant to the Security.
2. The Security that is to be enforced is:
 - (a) General Security Agreement dated March 17, 2015;
 - (b) General Security Agreement dated July 25, 2015.
3. The total amount of the indebtedness secured by the Security is \$3,929,196.20 as at June 24, 2021, together with further interest and costs.
4. Canadian Western Bank will not have the right to enforce the Security until the expiration of 10 days from the date hereof.

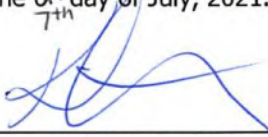
DATED at Edmonton, Alberta this 24th day of June, 2021.

**CANADIAN WESTERN BANK, by its solicitors and
agents MCLENNAN ROSS LLP**

per 

Charles P. Russell, Q.C.

This is **Exhibit "J"** referred to in the
Affidavit of DEAN CHAN sworn before me
on the ~~6th~~^{7th} day of July, 2021.



A Notary Public in and for
the Province of British Columbia

COURT FILE NO.

Clerk's Stamp

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANT SHAMROCK VALLEY ENTERPRISES LTD.

DOCUMENT **CONSENT TO ACT**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Charles P. Russell, Q.C.
Telephone: (780) 482-9115
Fax: (780) 733-9757
Email: crussell@mross.com
File No.: 20212853

The undersigned, The Bowra Group Inc., hereby consents to act as Receiver and Manager pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, section 99(a) of the *Business Corporations Act*, R.S.A. 2000, c. B-9 and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, each as amended, of all of the current and future assets and undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of SHAMROCK VALLEY ENTERPRISES LTD.

Dated at the City of Vancouver, in the Province of British Columbia, this 30th day of June, 2021.

THE BOWRA GROUP INC.

Per: 

Name: Douglas Chivers, CPA, CIRP, LIT

Title: Licensed Insolvency Trustee

I have authority to bind the Corporation