

Clerk's stamp:

COURT FILE NUMBER

2103 – 10970

COURT
JUDICIAL CENTRE

COURT OF QUEEN'S BENCH OF ALBERTA
EDMONTON

PLAINTIFF

CANADIAN WESTERN BANK

DEFENDANTS

SHAMROCK VALLEY ENTERPRISES LTD.

DOCUMENT

**FOURTH REPORT TO THE COURT OF THE
BOWRA GROUP INC. IN ITS CAPACITY AS
RECEIVER OF SHAMROCK VALLEY
ENTERPRISES LTD.**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Receiver:

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IN THE MATTER OF THE RECEIVERSHIP OF SHAMROCK VALLEY ENTERPRISES LTD.

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APPENDICES

- A. A copy of the Sale Approval and Vesting Order granted by the Honourable Justice M. Lema dated December 15, 2021
- B. A copy of the Receivership Order granted by the Honourable Justice J. Neilson dated July 30, 2021
- C. A copy of the Stay of the Receivership Order granted by the Honourable Justice J. Neilson dated July 30, 2021
- D. A copy of the Order granted by the Honourable Justice G. Dunlop dated August 27, 2021
- E. Copies of the Scraper Agreements

- F. A copy of the Excavator Agreement
- G. A copy of the email correspondence from Murry Nielsen to Delta Valley dated May 12, 2021
- H. A detailed summary of the outstanding invoices
- I. A copy of the email correspondence from Amy Wygle to Delta Valley dated July 29, 2021
- J. A copy of the email correspondence from Amy Wygle to Delta Valley dated August 23, 2021
- K. A copy of the email correspondence from Amy Wygle to Delta Valley dated August 30, 2021
- L. A copy of the email correspondence from Amy Wygle to Delta Valley dated September 17, 2021
- M. A copy of the email correspondence from Amy Wygle to Delta Valley dated September 30, 2021
- N. A copy of the email correspondence from Amy Wygle to Delta Valley dated October 13, 2021
- O. A copy of the Receiver's Demand Letter issued on October 21, 2021
- P. A copy of the email correspondence between the Receiver and Delta Valley during the period of October 21, 2021, to December 17, 2021
- Q. Copies of the lien Document Registration Requests
- R. A copy of the Parlee demand letter issued on February 1, 2022
- S. A copy of the letter issued by Parlee dated February 25, 2022
- T. A copy of the letter issued by Parlee dated March 4, 2022
- U. A copy of the letter issued by Parlee dated March 9, 2022

PURPOSE OF REPORT

1. Pursuant to an Order of the Court of Queen's Bench of Alberta granted July 30, 2021 (the "**Receivership Order**"), the stay of which was later lifted by Order granted August 27, 2021, The Bowra Group Inc. ("**Bowra**") was appointed receiver (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of Shamrock Valley Enterprises Ltd. ("**Shamrock**" or the "**Company**").
2. This is the Receiver's fourth report to the Court. This report should be read in conjunction with the Receiver's first report to the Court dated December 6, 2021 (the "**First Report**"), the Receiver's second report to the Court dated December 6, 2021 (the "**Second Report**"), and the Receiver's third report to the Court dated January 7, 2022 (the "**Third Report**").
3. The purpose of this report is to provide information and update this Honourable Court:
 - i. In respect of amounts claimed to be owing by Delta Valley Landscaping & Lawn Services Ltd. ("**Delta Valley**") to Shamrock related to various equipment rental agreements;
 - ii. Towards assisting it in its consideration of Delta Valley's application scheduled for hearing by The Honourable Mr. Justice Dunlop at 2:00 pm on March 14, 2022, and towards providing the Receiver with such advice and direction as it deems just and appropriate.

BACKGROUND INFORMATION

4. Shamrock operated as a construction and earthworks contractor providing oilfield, environmental, and pipeline services throughout Alberta. Services included civil construction, fluid hauling, spill control management, and reclamation. The Company operated out of the Elk Point Land, as defined below.
5. The sole director of Shamrock was Mr. Murry Nielsen ("**Nielsen**").
6. The Company's assets included land, capital assets, rolling stock, and accounts receivable.
7. The Receiver has entered into a Contract to Auction with Ritchie Bros. Auctioneers (Canada) Ltd. ("**Ritchie Bros.**") for the auction of Shamrock's rolling stock and certain land located in Elk Point (the "**Auction**"). An Order approving the Contract to Auction, authorizing the

transactions agreed upon thereunder, and vesting property particularized therein to the end purchasers thereof was granted by this Honourable Court on December 15, 2021. Additional information concerning the Contract to Auction can be found in the First Report. A copy of the Sale and Vesting Order is attached as **Appendix "A"**.

8. **The Auction is scheduled to open for bidding on Sunday, March 13, 2022, at 12:00pm MST, with bids to close on Friday, March 18, 2022 (timing to vary based on lot intervals).**

INSOLVENCY EVENTS

9. Shamrock ran into financial difficulty due to the current financial environment in the Alberta oil and gas industry compounded with the global pandemic. The Company struggled to maintain appropriate working capital to manage operations and fund current debt.
10. Canadian Western Bank ("**CWB**") provided financing to the Company based on a margining formula. Shamrock was required to provide monthly financial information and Statements of Borrowing to facilitate the lending of financed capital.
11. On or about June 4, 2021, CWB became concerned with the accuracy of the financial information being provided by the Company. As such, on or about June 18, 2021, CWB retained Bowra to conduct a "look see" of the Company's financial position. The Company refused to allow Bowra access to the books and records.
12. In subsequent discussions with Mr. Nielsen and the Company, CWB discovered further inaccuracies represented in the books and records of the Company.
13. As a result of the foregoing, CWB had concerns about their lending position, and the ability of the Company to continue to fund operations and preserve the value of the Company's assets.
14. As such, on July 30, 2021, CWB applied for and obtained the Receivership Order. A copy of the Court Order granted by the Honourable Justice Neilson is attached as **Appendix "B"**.
15. The Receivership Order was, however, stayed until August 27, 2021, to provide the Company an opportunity to obtain refinancing from Essex Lease Financial Corporation ("**Essex**"). A copy of the Order staying the Receivership Order is attached as **Appendix "C"**. A copy of the Order lifting the stay is attached as **Appendix "D"**.

16. The Receiver continued the Company's operations for a total of five weeks beginning on August 27, 2021 (the "**Operating Receivership Period**") to facilitate the collection of receivables and complete ongoing jobs. During this period Essex was expected to lend sufficient funds to purchase the CWB security.
17. On October 12, 2021, it was determined that Essex was unable to providing financing and as such, the Receiver ceased operations and terminated all of the Company's employees.
18. The Receiver engaged three former employees to assist with the collection of receivables, relocation of the Shamrock rolling stock back to the Elk Point Land, and preparation of the bookkeeping records.

DELTA VALLEY EQUIPMENT RENTAL AGREEMENTS

19. On or about May 26, 2021, Shamrock entered into four separate equipment rental agreements with Delta Valley for the rental of the following four CAT 627F scrapers;
 - i. 1998 CAT 627F Scraper bearing serial number 1DL00703 Unit 810;
 - ii. 1999 CAT 627F Scraper bearing serial number 1DL00740 Unit 812;
 - iii. 1998 CAT 627 Scraper bearing serial number 1DL00342 Unit 817 ("**Scraper 817**"); and,
 - iv. 1998 CAT 627F Scraper bearing serial number 1DL00532 Unit 819 ("**Scraper 819**").

(the "**Scraper Agreements**")
20. Copies of the Scraper Agreements are attached as **Appendix "E"**.
21. On or about June 15, 2021, Shamrock entered into an equipment rental agreement with Delta Valley for the rental of a 2014 CAT 336EL Hydraulic Excavator with serial number CAT0336EEFJH01438 (the "**Excavator Agreement**", but collectively with the Scraper Agreements, the "**Agreements**"). A copy of the Excavator Agreement is attached as **Appendix "F"**.
22. Pursuant to Article 3 of the General Conditions to the Agreements, rentals payable thereunder are to be paid monthly on succeeding monthly dates running from the date of delivery.
23. Under the heading "Terms and Conditions", the relevant provisions of the Agreements can be summarized as follows:

- i. Article 1 – The rental period commenced from the date of delivery of the equipment to Delta Valley, and ended on and included the date of actual deliver of the equipment back to Shamrock;
 - ii. Article 2 – the payment of rentals is due to Shamrock immediately after the date of invoice from Shamrock to Delta Valley. All overdue payments bear interest at a rate of 24 percent per annum;
 - iii. Article 8 – Shamrock may terminate the Agreements and recover, amongst other amounts, all rentals due if Delta Valley “fails to make the rental payment immediately after being invoiced for the same...”;
 - iv. Article 9 – certain of the Scraper Agreements, including those relating to Scraper 817 and Scraper 819 (the “**Option Units**”) grant Delta Valley an option to purchase the equipment subject to them for their fair market value “at the time of the signing of the lease”. Each of such Scraper Agreements ascribe a \$210,000.00 value to those Scrapers. Article 9 goes on to provide that the option shall be exercised via written notice. Upon receipt, Shamrock agreed to “credit 75% of the total rent paid and rent yet to be paid, excluding GST, to the purchase price of the equipment” (the “**Credit**”). The Credit would, however, be forfeited by Delta Valley “if there is an event of default committed by it” thereunder;
 - v. Article 10 – the parties understood and agreed that the terms of the Agreements “constitute the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of” Shamrock.
24. On May 12, 2021, prior to executing the Scraper Agreements Nielsen sent email correspondence on behalf Shamrock to Delta Valley detailing the purchase price for Scraper 817 and Scraper 819 and provided the maintenance records. The purchase price was determined to be \$210,000, as ascribed in the Agreements. A copy of this email is attached as **Appendix “G”**.
25. The Receiver confirms all Scrapers were picked up by the Receiver’s contractor from Delta Valley and returned to the Elk Point Land on October 28, 2021. The Excavator was removed from Delta Valley by the Company prior to the Receivership.

OUTSTANDING RENTALS

26. As at the date of this report \$355,283.72 is payable and outstanding under the invoices related to the rental of the four scrapers and excavator. A detailed summary of the invoices, including invoice delivery dates to Delta Valley, is attached as **Appendix “H”**.

EVENTS OF DEFAULT

27. On July 29, 2021, Amy Wygle (“**Wygle**”) the Company’s former bookkeeper, emailed copies of invoices 056521, 056522, and 056523 to Delta Valley via “apinvoices@deltavalley.ca”. A copy of this email correspondence is attached as **Appendix “I”**.

28. On August 23, 2021, Wygle emailed a copy of invoice 056568 to Delta Valley via “apinvoices@deltavalley.ca”. A copy of this email correspondence is attached as **Appendix “J”**.

29. On August 30, 2021, Wygle emailed copies of invoices 056607, and 056608 to Delta Valley via “apinvoices@deltavalley.ca”. A copy of this email correspondence is attached as **Appendix “K”**.

30. On September 17, 2021, Wygle emailed a copy of invoice 056654 to Delta Valley via “aatif@deltavalley.ca”. A copy of this email correspondence is attached as **Appendix “L”**.

31. On September 30, 2021, Wygle emailed copies of invoices 056685, and 056686 to Delta Valley via “aatif@deltavalley.ca”. A copy of this email correspondence is attached as **Appendix “M”**.

32. On October 13, 2021, Wygle emailed a copy of invoice 056701 to Delta Valley via “aatif@deltavalley.ca”. A copy of this email correspondence is attached as **Appendix “N”**.

THE RECEIVER’S CORRESPONDENCE WITH DELTA VALLEY

33. On October 21, 2021, the Receiver sent a demand letter (the “**Demand Letter**”) via email to Luke Pickett (“**Pickett**”), General Manager, of Delta Valley demanding payment of outstanding amounts under various of the invoices, copies of which were enclosed therewith. A copy of the Demand Letter is attached as **Appendix “O”**.

34. At the time the Demand Letter was sent certain invoices had not been prepared for rental during the Operating Receivership Period. As noted below, these additional invoices were delivered to Delta Valley via email on November 12, 2021.
35. On October 21, 2021, Pickett forwarded the Receiver's correspondence and Demand Letter by email to Mark Anderson ("**Anderson**"), President, of Delta Valley. On November 2, 2021, Anderson requested via email that the Receiver contact him directly via telephone.
36. On or about November 2, 2021, Nicole Carreau ("**Carreau**") of Bowra had telephone correspondence with Anderson regarding the amounts outstanding, terms of the agreements, and location of the scrapers.
37. On November 8, 2021, Anderson emailed Carreau regarding the amount owing, location and use of the Scrapers during the rental period.
38. Carreau responded on November 12, 2021, confirming the total balance owing of \$355,283.72 and provided all outstanding invoices, including recently prepared invoices for rental during the Operating Receivership Period.
39. On November 22, 2021, Anderson emailed Carreau and requested copies of the Agreements. Carreau provided copies of the Agreements via email on November 23, 2021.
40. On December 1, 2021, the Receiver received email notice from Anderson advising of Delta Valley's intention to excise its option to purchase in respect of the Option Units.
41. On December 2, 2021, the Receiver acknowledged the email and requested an explanation of how Delta Valley's outstanding rental balance of \$355,283.72 would be settled.
42. On December 6, 2021, Anderson via email provided a payment proposal detailing Delta Valley's calculation of the total purchase price including consideration for total rent paid and rent yet to be paid for the Option Units.
43. On December 17, 2021, Carreau notified Anderson via email that the Option Units were subject to a Court approved Contract to Auction entered into between the Receiver and Ritchie Bros.

44. The email correspondence between the Receiver and Delta Valley referenced above in paragraphs 33 through 43 for the period October 21, 2021, to December 17, 2021, is attached as **Appendix “P”**.

THE SUBMISSION OF BUILDERS’ LIENS

45. To preserve the Company’s rights, on November 8, 2021, and November 23, 2021, the Receiver registered builders’ liens on the Beaumont and Goldman lands, respectively, in relation to which the scrapers are understood to have performed work in respect of an improvement to those lands (collectively the “**Liens**”). Copies of the Document Registration Requests are attached as **Appendix “Q”**.

LEGAL REMEDIES SOUGHT

46. On February 1, 2022, the Receiver’s legal counsel, Parlee McLaws LLP (“**Parlee**”), enclosed all of the invoices and demanded payment in the amount of \$355,283.72 from Delta Valley by no later than February 16, 2022. A copy of this correspondence is attached as **Appendix “R”**.

47. Various discussions ensued between Parlee and Delta Valley’s legal counsel, Glenora Law Office Barristers & Solicitors (“**Glenora**”). It was Glenora’s position that Delta Valley had validly exercised its option in relation to the Option Units, and that the Receiver was obliged to convey them to Delta Valley upon payment of the purchase price net of the Credit.

48. By way of letter dated February 25, 2022, Parlee wrote to Glenora to advise, with reference to the relevant Agreements, that it was the Receiver’s view that Delta Valley validly exercised its option in writing, but that it was in default of the Scraper Agreements relating to the Option Units such that the Credit had been forfeited. Delta Valley was therefore obligated to tender the full purchase price for the Option Units, totaling \$420,000.00, by no later than March 7, 2022 (due to the impending Auction), failing which the Receiver would consider Delta Valley to have repudiated the options, in the event of which the Receiver would take steps to mitigate any resulting damages to the Company’s estate. A copy of this correspondence is attached as **Appendix “S”**.

49. Delta Valley failed or refused to tender the full purchase price for the Option Units. Additional discussions and attempts to resolve the matter ensued between Parlee and Glenora.

50. On March 4, 2022, Parlee wrote to Glenora to confirm that the Receiver was prepared to consent to Orders in the Court's template form directing discharge of the Liens upon payment of alternate security in accordance with s.48 of the *Builders' Lien Act*. A copy of this correspondence is attached as **Appendix "T"**.
51. On the afternoon of March 9, 2022, Parlee was advised that Delta Valley intended to apply as early as March 14, 2022, for, amongst other relief, an Order directing the Receiver to sell the Option Units to Delta Valley or enjoining their sale in the Auction. In response, Parlee wrote to Glenora via the correspondence attached as **Appendix "U"**.
52. Unfiled application materials in respect of this application were received by Parlee at 3:05pm MST on March 9, 2022. The application has since been scheduled for hearing on March 14, 2022.
53. The Receiver submits this Report to aid this Honourable Court in the determination of that application.

CONCLUSION

54. The Receiver respectfully requests that this Honourable Court provide advice and direction to the Receiver in respect of the sale of the Option Units.

All of which is respectfully submitted this 11th day of March 2022.

The Bowra Group Inc.

Receiver of current and future assets, undertakings and properties of every nature and kind whatsoever of Shamrock Valley Enterprises Ltd.

Per:

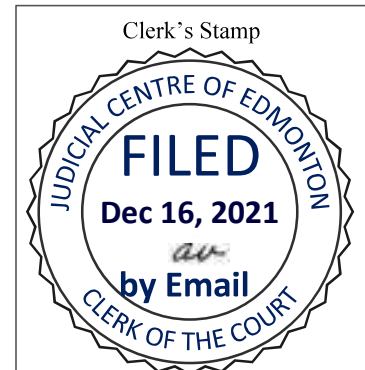


Kristin Gray, CPA, CA, CIRP, LIT

APPENDIX A

A copy of the Sale Approval and Vesting Order granted by the Honourable Justice M. Lema dated December 15, 2021

COURT FILE NUMBER: 2103 10970
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: CANADIAN WESTERN BANK
DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.



DOCUMENT: **SALE APPROVAL AND
VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: December 15, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. Lema

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Shamrock Valley Resources Ltd. (the “**Debtor**”) for an Order (i) authorizing and approving the transaction contemplated by the Contract to Auction (the “**Contract**”) entered into with Ritchie Bros. Auctioneers (Canada) Ltd. and Ritchie Bros. Real Estate Services Ltd. (“**Ritchie Bros.**”) for the auction (the “**Auction**”) of the Equipment listed in **Schedule “A”** hereto (the “**Equipment**”) and the Land listed in **Schedule “B”** hereto and as defined below (collectively

with the Equipment, the “**Assets**”); and (ii) vesting the Debtor’s right, title and interest in and to the Assets to the end purchaser or purchasers of all or any part thereof (a “**Purchaser**”);

AND UPON HAVING READ the Receivership Order dated July 30, 2021 (the “**Receivership Order**”), the Notice of Application for this Order, the First Report of the Receiver (the “**First Report**”) and the Confidential Appendices thereto, the Receiver’s Written Brief and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and for other interested parties, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF CONTRACT/MARKETING AND SALE OF ASSETS

2. The Contract is hereby approved and the Receiver is authorized and empowered to execute the Contract with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Contract and complete the Auction. Without limiting the foregoing, the Receiver is hereby authorized and directed to take such additional steps and execute such additional agreements, contracts, deeds or such other documents as may be necessary or desirable for completion of the conveyance of the Assets, or any part thereof, to a Purchaser.
3. The sales process relating to the Assets and all actions taken by the Receiver to date, as outlined in the First Report, are hereby approved.
4. The Auction of the Assets is commercially reasonable and in the best interests of the Debtor and its stakeholders.

SALE AND VESTING OF THE EQUIPMENT

5. Ritchie Bros. is authorized to market and auction the Equipment in accordance with the terms of the Contract (an “**Equipment Sale**”). Subject to the requirements of paragraph 6 of this Order, all of the Debtor’s right, title and interest in and to the Equipment (the “**Purchased Equipment**”) shall vest absolutely in and to the Purchaser or Purchasers thereof, or its nominee (an “**Equipment Purchaser**”), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,(the “**Equipment Encumbrances**”).
6. Upon Ritchie Bros. completing any Equipment Sale to an Equipment Purchaser (or its nominee), and upon Ritchie Bros. receipt of the full purchase price for the Purchased Equipment from the Equipment Purchaser (or its nominee) and delivery by Ritchie Bros. of evidence of the Equipment Sale to such Equipment Purchaser:
 - (a) all of the Debtor’s right, title and interest in and to the Purchased Equipment shall vest absolutely in the name of the Equipment Purchaser (or its nominee) free and clear of and from any and all Claims, and all Equipment Encumbrances affecting or relating to such Equipment are hereby expunged, discharged and terminated as against such Purchased Equipment;

- (b) the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Equipment shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Equipment and, to the extent that any such persons remain in possession or control of any of the Purchased Equipment they shall forthwith deliver possession thereof to the Equipment Purchaser (or its nominee); and
 - (c) the Equipment Purchaser (it is nominee) shall be entitled to hold and enjoy the Purchased Equipment for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
7. From and after any Equipment Sale to an Equipment Purchaser, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities including those referred to below in this paragraph are hereby authorized, requested and directed to accept delivery of a certified copy of this Order as though it were an original and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to an Equipment Purchaser (or its nominee) clear title to Purchased Equipment. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Equipment which are of a kind prescribed by applicable regulations as serial-number goods.

SALE AND VESTING OF THE LAND

8. Upon delivery of a Receiver’s Closing Certificate substantially in the form set out in **Schedule “C”** hereto to a Purchaser (or its nominee) all of the Debtor’s right, title and interest in and to the land described in **Schedule “B”** hereto and as also described in paragraph 9(a)(i) hereof (the “**Land**”) shall vest absolutely in the name of the Land Purchaser (as defined below), free and clear of and from any and all Claims, including:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule “D”** hereto (all of which are collectively referred to as the “**Land Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “E”** (collectively, “**Permitted Land Encumbrances**”)),

and for greater certainty, this Court orders that all Claims including Land Encumbrances other than Permitted Land Encumbrances, affecting or relating to the Land are hereby expunged, discharged and terminated as against the Land.

9. Upon delivery of the Receiver’s Closing Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities including those referred to below in this paragraph are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to such Purchaser (or its nominee) as may enter into a binding agreement to purchase the Land (the “**Sale Agreement**”), the identity of which Purchaser or nominee shall be directed by the Receiver’s counsel (the “**Land Purchaser**”) in correspondence (the “**Receiver’s Correspondence**”) addressed to the attention of the Registrar of Land Titles (the “**Land Titles Registrar**”), clear title to the Land subject only to Permitted Land Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificate of Title No. 872 284 095 for the Land, being those legally described as:

ALL THAT PORTION OF THE NORTH EAST QUARTER
OF SECTION TWENTY FIVE (25)
TOWNSHIP FIFTY SIX (56)
RANGE SEVEN (7)
WEST OF THE FOURTH MERIDIAN
WHICH LIES EAST OF THE EASTERLY LIMIT OF THE ROAD AND SOUTH OF
THE SOUTHERLY LIMIT OF THE BRANCH ROAD BOTH AS SHOWN ON PLAN
5712LZ CONTAINING 14.5 HECTARES (35.65 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 5.50 HECTARES (13.58 ACRES) MORE OR LESS
AS SHOWN ON ROAD PLAN 842 1503
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

- (ii) issue a new Certificate of Title for the Land in the name of the Land Purchaser, or its nominee (the “**New Certificate of Title**”);
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “E”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “E”; and
 - (iv) discharge and expunge the Land Encumbrances listed in Schedule “D” to this Order and discharge and expunge any Claims including Land Encumbrances (but excluding Permitted Land Encumbrances) which may be registered after the date of this Order against the existing Certificate of Title to the Land.
10. In order to effect the transfers and discharges described in paragraph 9 of this Order, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement relating to the Land. Presentment of this Order, the Receiver’s Correspondence and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations

against the Land of any Claims including Land Encumbrances but excluding Permitted Land Encumbrances.

11. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the sales or transactions approved by the Order.
12. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
13. Upon completion of the sale of the Land, the Debtor and all persons who claim by, through or under the Debtor in respect of the Land, and all persons or entities having any Claims of any kind whatsoever in respect of the Land, save and except for persons entitled to the benefit of the Permitted Land Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Land, and to the extent that any such persons or entities remain in the possession or control of any of the Land, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Land, they shall forthwith deliver possession thereof to the Land Purchaser.
14. The Land Purchaser shall be entitled to enter into and upon, hold and enjoy the Land for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

15. Immediately upon the closing of the sale of the Land, holders of Permitted Land Encumbrances shall have no claim whatsoever against the Receiver
16. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Land Purchaser.

NATURE AND PRIORITY OF CLAIMS.

17. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Assets from and after delivery of the Receiver's Closing Certificates and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Assets and may be asserted against the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

MISCELLANEOUS MATTERS

18. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3, as amended (the "*BIA*"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtors; and

(d) the provisions of any federal or provincial statute:

the vesting of Assets in an Equipment Purchaser or the Land Purchaser, as the case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. The Receiver, Ritchie Bros., any Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing any sale of the Assets.
20. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
21. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;

- (iv) a Purchaser or a Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at <https://www.bowragroup.com/shamrockvalleyenterprises>

and service on any other person is hereby dispensed with.

22. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta

Schedule “A” – Equipment

Schedule A
Equipment Assets

	SVE #	General Description	Description - Year, Make, Model	VN
Lot 1	895-T30	Fluid Hauler	2015 Tremcar TC407 Trailer	1T9DL4334FS588062
Lot 2	890-458	Dozer	2011 Pisten Bully PB400 (snow cat)	WKU5824CQBL010736
Lot 3	890-326	Excavator	2014 Caterpillar 336EL	CAT0336EEFJH01438
Lot 4	895-199	Truck	2018 Dodge Ram 5500 Truck	3C7WRNBLXJG237972
	895-199		c/w Ventures 11' Service Body	180772741
	895-199		2018 Cobra 5500RSE Crane	31109
	895-199		VMAC Compressor	V900136BGB011
Lot 5	895-190	Truck	2015 Kenworth T800	1XKDP4TX4FJ971670
Lot 6	895-198	Truck	2014 Ford F550XLT Service Truck	1FDUF5HT5EEB82778
Lot 7	895-193	Truck	2015 Kenworth T880 Tridem	1XKZP4EX5FJ977402
Lot 8	895-182	Truck	2017 Kenworth T880	1XKZP4EX9HJ989281
	895-183	Truck	2018 Kenworth T880	1XKZDPOX6JJ991318
	895-184	Truck	2018 Kenworth T800	1XKDD40X1JJ992191
	895-188	Truck	2018 Kenworth T880	1XKZP4EX1JJ993363
	895-189	Truck	2019 Kenworth T880	1XKZD40X2KJ998086
	895-191	Truck	2018 Kenworth T880	1XKZP4EX5JJ994032
	895-192	Truck	2018 Kenworth T880	1XKZD40X4JJ994586
Lot 9	890-453	Dozer	2014 CAT D6K with Rig Saver	CAT00D6KPRST00766
	890-113	Grader	1999 CAT 140H Grader	2ZK01722
	890-114	Grader	1992 CAT 16G Grader	93U75487
	890-117	Grader	2005 CAT 140H Grader	CAT0140HPAPM02263
	890-119	Grader	2013 CAT 140M AWD Grader	CAT0140MCD9G01438

	890-120	Grader	2008 CAT 14M Grader	B9J00700
	890-809	Scrapers	1998 CAT 627F Scraper	1DL00511
	890-506	Wheel Loader	2010 CAT 938H Wheel Loader	OMJC00862
	890-508	Wheel Loader	2014 Bobcat T770 with 80" Bucket & Pallet Forks	AN8T12782
	890-510	Wheel Loader	2015 John Deere 624K 4WD Loader	1DW624KZTED664391
Lot 10	890-358	Articulated Dump Truck	2012 Volvo A30F Rock Truck	VCE0A30FL00082078
	890-357	Articulated Dump Truck	2012 VOLVO A35F	VCE0A35FA00010191
	890-322	Excavator	2011 John Deere 290G LC Excavator	1FF290GXLBD705088
	890-323	Excavator	2006 Hitachi ZX240LC-3 Excavator (LEH)	FF01V1Q020274
	890-324	Excavator	2012 Komatsu PC360LC-10 Excavator	A32642
	890-325	Excavator	2014 John Deere 250GLC Excavator	1FF250GXCED609148
	890-327	Excavator	2013 Cat 349E Hydraulic Excavator	CAT0349EVTFG01057
Lot 11	890-427	Dozer	2001 CAT D6R Dozer	CAT00D6R5LN03217
	890-428	Dozer	1996 CAT D8R Dozer	7XM00903
	890-436	Dozer	2000 CAT D6R Dozer	5LN02631
	890-438	Dozer	2005 CAT D6R Dozer	ADE00880
	890-439	Dozer	2007 CAT D7R Dozer	CAT00D7RJAGN01590
	890-441	Dozer	2006 CAT D6R XW Series 3 Dozer	CAT00D6RCMRT00387
	890-442	Dozer	2007 CAT D6NLGP III Dozer	CAT00D6NADJY00331
	890-444	Dozer	2006 CAT D7R XR Dozer	AGN00969
	890-445	Dozer	2007 CAT D6R XW Dozer	HDC00292
	890-446	Dozer	2008 CAT D6T XW Dozer	CAT00D6THDJG00344
	890-447	Dozer	2011 D6NLGP Dozer	CAT00D6NEGHS00571
	890-450	Dozer	2012 Komatsu D39PX-22 Crawler Dozer	KMT0D108E01003712
Lot 12	890-810	Scrapers	1999 CAT 627F Scraper	1DL00703
	890-811	Scrapers	1999 CAT 627F Scraper	1DL00730
	890-812	Scrapers	1999 CAT 627F Scraper	1DL00740

	890-817	Scrapers	1998 CAT 627F Scraper	1DL00342
	890-819	Scrapers	1999 CAT 627F Scraper	1DL00532
	890-824	Scrapers	1996 CAT 627F Scraper	1DL00262
	890-821	Scrapers	2000 CAT 627F Scraper	1DL00824
Lot 13	895-152	Truck	2017 Ford F150	1FTEW1EF6HFB70721
	895-173	Truck	2017 Ford F150	1FTFW1EG5HKD13730
	895-201	Truck	2019 Ford F250	1FT7X2B62KEC18583
	895-223	Truck	2018 Ford F350	1FT8X3B60JEC96739
Lot 14	890-360	Dump Truck	2014 Caterpillar 730C	CAT0730CVTFF00367
	890-455	Dozer	2017 Caterpillar D6T track type tractor together with multi shank ripper	CAT00D6THRAD00830
	890-454	Dozer	2011 Caterpillar D7E	CAT00D7EAMDB00292
	890-328	Excavator	2015 Caterpillar 329FL Hydraulic Excavator	CAT0329FJERL00586
	890-330	Excavator	2015 Caterpillar 326F Hydraulic Excavator	CAT0326FPWGL00344
Lot 15	895-075	Trailers	2016 North Country Tridem	2C9EBP3WXGM183925
	895-076	Trailers	2015 Doepker Super B Lead	2DEGSDA31F1032346
	895-077	Trailers	2015 Doepker Super B Pup	2DEGSDA24F1032347
	895-078	Trailers	2015 Doepker Super B Lead	2DEGSDA38F1033557
	895-079	Trailers	2015 Doepker Super B Pup	2DEGSDA20F1033558
Lot 16	895-065	Earth Hauler	2008 FS335 Gravelhaul Trailer	2M9FS335681174097
	895-066	Earth Hauler	2004 Doepker Tridem End Dump	2DEGEDZ3941016744
	895-067	Earth Hauler	2013 Arne's Tridem End Dump	2A9073734DA003494
	895-073	Earth Hauler	2007 Arnes End Dump	2A90737337A003538
	895-074	Earth Hauler	2014 Arnes Crossgate Trailer	2A9173733EA003234
	895-072	Earth Hauler	2017 Midland TW2500	2MFB2R5C9HR008622
	895-071	Earth Hauler	2017 Midland TW2500B Lead	2MFB2R5C8HR008613
	895-068	Earth Hauler	2018 Arnes End Dump Tridem 360	2A9073837JA003256

895-069	Earth Hauler	2018 Arnes End Dump Tridem 360	2A9073839JA003257
891-654	Farm Machinery	Kuhn Rotary Spike	C0826
891-655	Farm Machinery	Haybuster No Till Drill Dura Tech 107	CJ457
891-657	Farm Machinery	Highline Bale Buster	BP-70200091
891-659	Farm Machinery	Tye Paratil	K-2-7483-TPT
891-663	Farm Machinery	2001 John Deere Mower 1518	W01518F00984
891-664	Farm Machinery	2003 8' Baldan Disc.	6.01211E+11
891-665	Farm Machinery	2000 12' Baldan Disc.	1818427013
891-667	Farm Machinery	WHRT 9PH Post Pounder	206556W
891-668	Farm Machinery	John Deere 15' Rotary Mower	W0CX15F006868
891-671	Farm Machinery	John Deere 14' H525E Disc	001129W
891-672	Farm Machinery	Leon 2350 10' Blade & Undercarriage	270341108
891-673	Farm Machinery	2013 Kello-Bilt Series 400 Disc	KEO132131R
891-674	Farm Machinery	2013 John Deere CX15 Rotary Cutter	1POCX15FEDP038227
891-675	Farm Machinery	2013 Kello-Bilt Series 400 Road Builder Disc	KE0132326R
891-677	Farm Machinery	Kuhn EL162-300 Roto Spike with packer roller	A1110
891-678	Farm Machinery	11' Kello-Bilt Series 400 Single Offset Disc.	KE0142472R
891-679	Farm Machinery	19 Lemken Rubin 9 Compact Disc Harrow (440347
895-T20	Fluid Hauler	2013 Hutchinson Tridem Crude Trailer	2H9AA6HN7DT002209
895-T22	Fluid Hauler	2014 TC406 Polar Tank Trailer	1PMA24439E5012258
895-T24	Fluid Hauler	2015 Heil Tridem Crude Trailer	5HTDL4235F5J27535
895-T25	Fluid Hauler	2015 Tridem Fluid Hauler	5HTDL4237F5J27536
890-123	Grader	2012 CAT 160 M2 AWD Grader	CAT0160MLR9T00219
890-961	Heavy Equipment Attachment	72" Rock Picker - Bobcat Attachment	08-231

	890-962	Heavy Equipment Attachment	Bobcat 84AB 84" Angle Broom	231415775
	890-964	Heavy Equipment Attachment	Bobcat 100" Snow Bucket	
	890-965	Heavy Equipment Attachment	Bobcat 100" Snow Bucket	
	890-966	Heavy Equipment Attachment	Magnum RHP 40 Tamper, Addapter plate & hoses	H197
		Heavy Equipment Attachment	Allied 2300 Ho-Pac Packer	1867
		Heavy Equipment Attachment	WBM Bucket GP05-175	3W18214-1
		Heavy Equipment Attachment	Brandt Bucket WL0160-BGP3.50 Machine #624K	800016
		Heavy Equipment Attachment	WBM Bucket	3W43988-1 AT0008654
		Heavy Equipment Attachment	Brandt WL0140-MG96-72	526192
		Heavy Equipment Attachment	2007 Effer 42/3S	114116
		Heavy Equipment Attachment	HLA Bucket	15302685
		Heavy Equipment Attachment	CAT Bucket 262-3010	W2B03854
		Heavy Equipment Attachment	CAT Bucket 349E	W2B06722
		Heavy Equipment Attachment	Brandt Bucket 2760	513628
		Heavy Equipment Attachment	CAT Bucket 262-3010	W2B03854
	890-967	Heavy Equipment Attachment	Brushcat Rotary Cutter	A00802263

	890-968	Heavy Equipment Attachment	Soil Conditioner Attachment	A6TG00754
	890-895	Heavy Equipment Attachment	Allied 895 Loader	20008950174
	895-020	Heavy Equipment Hauler	2006 Aspen Single Axle 10 Ton Booster	2A9TD10106N125235
	895-021	Heavy Equipment Hauler	2006 Aspen Tandem Axle 40 Ton Jeep	2A9JT40266N125261
	895-022	Heavy Equipment Hauler	1980 Scona 16 Wheel Jeep	2AT710224AM400544
	895-023	Heavy Equipment Hauler	1997 Aspen Tandem Axle Jeep	2A9JT4024VN125208
	895-030	Heavy Equipment Hauler	2007 Aspen 60 Ton Lowboy Trailer	2A9LB60687N125208
	895-032	Heavy Equipment Hauler	1996 Gerry Lowboy Trailer	2A9LB5036TN125042
	895-033	Heavy Equipment Hauler	2002 Gerrys Tridem Scissorneck Lowboy	2A9LB40332N125118
	891-557	Laser Equipment	Spectra Precision Laser LL300	12336189
		Laser Equipment	Spectra Precision Laser LL300N	18280271
		Laser Equipment	Spectra Precision Laser LL300N	17133439
		Laser Equipment	Spectra Precision Laser LL300N	18290570
		Laser Equipment	Spectra Precision Laser HL450	39525381
		Laser Equipment	Spectra Precision Laser HL450	39502221
		Laser Equipment	Spectra Precision Laser HL450	39128707
		Laser Equipment	Spectra Precision Laser HL450	39524552
		Laser Equipment	Spectra Precision Laser GL710	3551
		Laser Equipment	Trimble SPS855	5820R21268
		Laser Equipment	Trimble SPS855	5613R02398

		Laser Equipment	Trimble SPS985	5451F88945
		Laser Equipment	Caterpillar MS992	2394J766SP
		Laser Equipment	Caterpillar MS992	3024J821SP
		Laser Equipment	Caterpillar MS992	3024J818SP
		Laser Equipment	Caterpillar MS992	2394J751SP
		Laser Equipment	Caterpillar MS992	2664J755SP
		Laser Equipment	Caterpillar MS992	2664J825SP
		Laser Equipment	Caterpillar MS995	0207J704SY
		Laser Equipment	Caterpillar MS995	0247J501SY
		Laser Equipment	Caterpillar MS995	0928J501SY
		Laser Equipment	Caterpillar MS995	0668J508SY
		Laser Equipment	Northwest 32X Laser Level	
		Laser Equipment	Northwest AT-24 Laser Level	
		Laser Equipment	Northwest 26X Laser Level	
		Laser Equipment	Nikon AC-2S Laser Level	
		Laser Equipment	NAL 24 Laser Level	
	895-081	Light Equipment Hauler	2009 Double A HB/GN Trailer	2DAH43089T008866
	895-082	Light Equipment Hauler	2010 Trail Pro 30' Gooseneck Trailer	2T9HC1208AT166641
	895-084	Light Equipment Hauler	1997 SWS Tridem Gooseneck Trailer	4P5GF2639V1012925
	895-085	Light Equipment Hauler	2001 Lode-King PF948-3	2LDPF483219036833
	895-086	Light Equipment Hauler	2012 Precision 26' Pintle Hitch Trailer	2P9BF9393CP078399
	895-087	Light Equipment Hauler	2013 Precision 26' Pintle Hitch Trailer	2P9BF9392DP078685

	895-088	Light Equipment Hauler	2015 Trail Pro 20' Cushion Tilt Trailer	2DACC6275FT017279
	895-089	Light Equipment Hauler	2015 14' Enclosed Canadian Hauler NH714TA2	593200F23F1049308
	891-551	Misc. Equipment	LB4 Laser Level	720/3012
	891-555	Misc. Equipment	Sullivan D185CA-POSI Compressor	25847A
	103	Misc. Equipment	Terex Light Tower	AL511-836
		Misc. Equipment	Phantom 4 Drone PH4-5870mAh	
	891-558	Misc. Equipment	MBM-65PRE Blaster	MBM-65PRE
	891-559	Misc. Equipment	Sullivan D185P2CA Air Compressor	100486
	891-560	Misc. Equipment	14,000 Capacity Alignment System	HDS14LSXE/CRT380R
	890-705	Mulcher	2008 CMI C250 Hurricane Crawler Mulcher	C250/GBJ08309
		Office Equipment	Ricoh DC2250 (P C307SPF)	C507P106955
		Office Equipment	Ricoh DC5958 (IM C3000)	3108RC00777
		Office Equipment	HP Laser Jet 500 Colour M551	CNCCF5Q0GQ
		Office Equipment	HP Laser Jet P4015N	CNDYB66750
		Office Equipment	Destroy It by Ideal 4002 CC	4146367
	890-908	Packer	1988 WRT 13 Wobble Wheel Packer	PT13-56088
	890-909	Packer	1988 WRT 13 Wobble Wheel Packer	PT13-65488
	890-911	Packer	2002 CAT CP563D Packer	L9ZW00623
	890-913	Packer	1999 CAT 815B Packer	17Z01662
	890-915	Packer	2005 IR SD122F Packer	185113
	890-918	Packer	Allied 2300 Ho-Pac Packer	1251
	890-919	Packer	Cat CP56B Vibratory Compactor	CATCP56BCLHC00340
	890-920	Packer	2012 Hamm 3412 Compactor	H1802493
	890-921	Packer	2300 Allied HoPac	1867
	890-922	Packer	2012 Hamm 3410 Compactor	H1792109
	890-525	Pipelaying Equipment	D6C CAT Model 72-1732 Pipelayer	90B1732

890-526	Pipelaying Equipment	JLG 600S Vintage 2007 60' Straight Boomlift	300121071
895-042	Pipeline Trailer	2009 FlexReel Trailer	2AT90922189U203041
895-047	Pipeline Trailer	2006 10'x30' Westlake Well Site Trailer	SQ1030TR370706102
895-048	Pipeline Trailer	12' x 60' Skid Office Unit	NAL-21790
	Seacan - 1		
891-759	Small Equipment	2009 Yamaha YXR45FYR Rhino	5Y4AJ32W99A300946
891-763	Small Equipment	2011 Yamaha YXR70FAGR Rhino 700	5Y4AM16W4BA302583
890-616	Tractor	2000 Case MX100 Tractor	JJA0106875
890-617	Tractor	1995 Case 7210 Tractor	JJA0054437
890-619	Tractor	2008 John Deere 7130S Two Wheel Drive Tractor MFWD One (1) John Deere 0740XW Loader (SN 1P00740xcbd052522)	L07130H556098
895-090	Trailer	2013 Load Line	2D9SD2829D1012394
895-091	Trailer	2014 Doepker	2DEGSDA27E1030526
ETC970	Trailer	12x60 Atco Office Trailer with Contents	26007-4970
895-161	Truck	2007 GMC C5500 Mechanics Truck	1GDE5C3237F414916
895-162	Truck	2012 Ford F250 XLT	1FTBF2B60CEA68052
895-163	Truck	2012 Ford F250 Supercab	1FT7X2B61CEC78839
895-164	Truck	2015 Ford F250 Crewcab	1FT7W2B62FEB17312
895-166	Truck	2014 Ford F150 Crewcab	1FTFW1EF6EFB71643
895-167	Truck	2015 Ford F350 Crewcab	1FT8W3B60FEB09042
895-168	Truck	1999 Ford Econoline E350 (Bucket Truck)	1FTSE34F6XHB77349
895-170	Truck	2015 Ford F550 Picker Truck	1FD0X5HT8FEB90838
895-179	Truck	2002 Freightliner Sanding Truck	1FVHAEAS12PK16838
895-180	Truck	2003 Western Star Conventional Water Tru	2WLHALAS43KK36829
895-181	Truck	2010 International 7500 Fuel Truck	1HTWNAZT7AJ241762
895-196	Truck	1995 Ford Welder	2FDKF38F9SCA39856
895-197	Truck	2000 Ford Heavy Vehicle Steamer Truck	1FDAF56FOYED62674
895-200	Truck	2010 Ford F150	1FTFW1EV9AFA24198

895-203	Truck	2011 Ford F350	1FT7W3B62BED09135
895-205	Truck	2001 Western Star	2WKRDDXH41K968490
895-207	Truck	2009 Peterbilt 367 Water Truck	1NPTLBOX09D772820
895-208	Truck	1998 Western Star Water Truck	2WKPPDJH6WK949267
895-209	Truck	2012 Ford F150	1FTFW1ET8CFA50194
895-212	Truck	2013 Ford F250 S/C	1FT7X2B63DEA20629
895-213	Truck	2010 Ford F350	1FTWF3B53AEA71703
895-214	Truck	2011 Ford F250	1FTBF2B66BEA07867
895-215	Truck	2011 Ford F550	1FDUF5HT1BEA49267
895-216	Truck	2010 Ford F350	1FTWW3BY7AEB22310
895-217	Truck	2011 Ford F250	1FTBF2B64BEB06476
895-218	Truck	2011 Ford F250 Extended Cab	1FT7X2B6XBEB34849
895-221	Truck	2011 Dodge Ram 5500	3D6WU7EL4BG535979
895-222	Truck	2013 Ford F150	1FTFW1ET2DKE31273
895-229	Truck	2011 Ford F550	1FDUF5HTXBEB97661
895-231	Truck	2011 Dodge Ram 5500	3D6WU7EL4BG571106
895-238	Truck	2002 Ford Flat Deck	1FDAF57F22EB00368
895-243	Truck	2011 Ford F150	1FTFW1EF2BFC08490
895-247	Truck	2001 International Eagle (black)	2HSCHAER6YC078595
895-249	Truck	2007 Ford F150	1FTPW14547FA53476
895-251	Truck	2003 Ford CrewCab	1FTSW31S53ED06451
895-255	Truck	2014 Kenworth	1XKDP4EX7ER968274
895-256	Truck	1998 Kenworth	1XKWD29XXWR950630
895-258	Truck	2014 F550 Picker Truck	1FD0X5HT6EEA45053
895-263	Truck	2004 Ford F250 Truck	1FTNX21L24ED01769
895-267	Truck	2009 Ford F550 Picker Truck	1FDAF57RX9EA05349
895-269	Truck	1994 Ford F350 Truck	2FDKF38F9RCA74097
895-270	Truck	2003 GMC Sierra 3500	1GTJK39G53E161192
895-278	Truck	2012 Kenworth T800	1XKDP4EXXCR954172
895-279	Truck	1992 Kodiak GMC Topkick	1GDP7H1J6NJS20667
895-284	Truck	2006 Ford F150	1FTPW14556FA62993
895-286	Truck	2006 Ford F150	1FTPW14536FA12447
895-291	Truck	2005 Ford F550 Mechanics Truck	1FDAF57P65EB94364
895-292	Truck	2008 Kenworth T300 Lube Truck	2NKMHN8X88M934395
895-296	Truck	2008 Kenworth T800	1XKDD40X18J936908
895-297	Truck	2008 Kenworth T800	1XKDD40X38J936909

	895-F21	Truck	2005 Peterbilt Conventional	1XPFD80X95N858793
	895-187	Truck	2012 Volvo Truck	4V4NC9KK6CN548130
	895-176	Truck	2015 Kenworth T880	1XKZD40X7FJ976414
	895-186	Truck	2014 Mack CHU614	1M1AN11Y4EM001040
	895-F20	Truck	2014 Kenworth T800 One (1) Kenworth truck mounted with one (1) Hutchinson 22 cube tank (SN 13-	1NKDX4TX4ER965359
	895-010	Utility Trailer	1990 Wilson 48'x102" Tridem Steel Trailer	1W1CDD605LF304903
	895-013	Utility Trailer	1993 Trailing Trailer	1TKU01625PM033524
	895-014	Utility Trailer	1996 Skidoo Trailer	4H1011419T0181121
	895-015	Utility Trailer	2000 Interstate Trailer	4RACS142XYN008630
	895-018	Utility Trailer	2012 Polaris Tandem Axle Trailer	5WFBS2029CW020435
	895-052	Van Trailer	1998 Manax Tri Axle 53' Dry Storage Van	2M5921615W7056578
	895-056	Van Trailer	RAM 45' Hiway Van Trailer (156)	378-8964
	895-059	Van Trailer	1984 48' Manac Tandem Dry Van Trailer (1	2M5921460E1010771
	895-W01	Water Hauler	1989 Wabash Tandem WATER Trailer	2W9DSRP15K5040089
	891-876	Welders	1996 Lincoln Classic 300D	C1950500776
	891-878	Welders	2004 Lincoln Classic 300D	C1031100247
	891-879	Welders	2002 Lincoln Classic III	C1990400043
	891-880	Welders	2005 Lincoln Classic 300D	C1040500223
		Welders	Miller 300 DX	
		Welders	Lincoln Electric K1726-4	U1080708273
		Welders	Millermatic 211 (Volts 120/230)	MD420476N
		Welders	Lincoln Electric LN-25 Pro	
		Welders	Lincoln DC400	C1010900228
	891-884	Welders	2004 Millermatic 350	LE302082
	891-886	Welders	Millermatic 252 Welder (Edmonton Shop)	MIL 907321
	890-509	Wheel Loader	1986 AREO 6000 Fork Lift	70492
	890-511	Wheel Loader	2012 Series 297 Caterpillar Skid Steer Load	GCP-01809

Schedule “B” - Land

The Land (as defined in paragraph 6 of this Order) along with all buildings, improvements, and fixtures located on the Land, and all appurtenances thereto.

Schedule “C” - Form of Receiver’s Certificate

COURT FILE NUMBER: 2103 10970

COURT: COURT OF QUEEN’S BENCH
OF ALBERTA

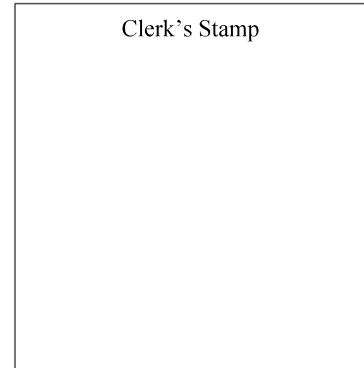
JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.

DOCUMENT: **RECEIVER’S
CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH



RECITALS

- A. Pursuant to an Order of the Honourable Justice Neilson of the Court of Queen’s Bench of Alberta, Judicial District of Edmonton (the “**Court**”) dated July 31, 2021, The Bowra Group Inc. was appointed as the receiver (the “**Receiver**”) of the undertakings, property and assets of Shamrock Valley Enterprises Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated December 15, 2021 (the “**Order**”), the Court approved and authorized the Receiver to enter into a Contract to Auction for the auction sale of Assets of the Debtor, including the Land, and providing for the vesting of the Land to the Land Purchaser, which vesting is to be effective upon the delivery by the Receiver to a Purchaser (or its nominee) of a certificate in this form.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Order.

THE RECEIVER CERTIFIES the following:

1. The Land Purchaser (or its nominee) has paid and the Receiver has received the purchase price for the Land payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Land Purchaser (or its nominee); and
3. The sale of the Land has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____, 2022.

The Bowra Group, in its capacity as Receiver of the undertakings, property and assets of the Debtor, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule “D” - Land Encumbrances

- 1) Mortgage No. 092 213 112
- 2) Amending Agreement No. 172 009 486
- 3) Order No. 212 268 919

Schedule “E” - Permitted Land Encumbrances

- 1) Caveat re: Easement No. 862 258 635
- 2) Utility Right of Way No. 912 301 854

APPENDIX B

A copy of the Receivership Order granted by the Honourable
Justice J. Neilson dated July 30, 2021

Clerk's Stamp:



COURT FILE NUMBER 2103 10970

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF EDMONTON

APPLICANT: CANADIAN WESTERN BANK

RESPONDENT(S): SHAMROCK VALLEY ENTERPRISES LTD.

DOCUMENT **RECEIVERSHIP ORDER**

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

DATE ON WHICH ORDER WAS PRONOUNCED: July 30, 2021

NAME OF JUDGE WHO MADE THIS ORDER: Mr. Justice James T. Neilson

LOCATION OF HEARING: Edmonton

UPON the application of **CANADIAN WESTERN BANK** in respect of **SHAMROCK VALLEY ENTERPRISES LTD.** (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Dean Chan, filed; **AND UPON** reading the consent of **The Bowra Group Inc.** to act as receiver and manager (the "**Receiver**") of the Debtor, filed;; **AND UPON** hearing counsel for Canadian Western Bank, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient **[if applicable]** and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 **The Bowra Group Inc.** is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding **\$100,000**, provided that the aggregate consideration for all such transactions does not exceed **\$250,000**; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and

to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph **6** of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this

Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the

Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$150,000**, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all

security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) **[and 88]** of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's

security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. This Order is issued and shall be filed in Court of Queen's Bench Action No. ●, and Court of Queen's Bench in Bankruptcy Action No. ●, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered.

35. The Receiver shall establish and maintain a website in respect of these proceedings at www.bowragroup.com/shamrock (the "**Receiver's Website**") and shall post there as soon as practicable:

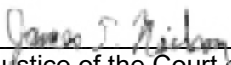
- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

36. Service of this Order shall be deemed good and sufficient by:

- (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
- (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

37. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that **THE BOWRA GROUP INC.**, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of **SHAMROCK VALLEY ENTERPRISES LTD.** appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the **[day]** day of **[month]**, **[year]** (the "**Order**") made in action numbers **[●]**, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of **[\$]**, being part of the total principal sum of **[\$]** that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **[daily]** **[monthly not in advance on the ● day of each month]** after the date hereof at a notional rate per annum equal to the rate of **[●]** per cent above the prime commercial lending rate of Bank of **[●]** from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at **[●]**.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

THE BOWRA GROUP INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

APPENDIX C

A copy of the Stay of the Receivership Order granted by the Honourable Justice J. Neilson dated July 30, 2021



Clerk's Stamp:

COURT FILE NUMBER 2103 10970
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON
APPLICANT CANADIAN WESTERN BANK
RESPONDENT(S): SHAMROCK VALLEY ENTERPRISES LTD.
DOCUMENT ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

McLENNAN ROSS LLP
#800 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

DATE ON WHICH ORDER WAS PRONOUNCED: July 30, 2021
NAME OF JUDGE WHO MADE THIS ORDER: Mr. Justice James T. Nelson
LOCATION OF HEARING: Edmonton

UPON hearing the application of CANADIAN WESTERN BANK ("CWB") for appointment of The Bowra Group Ltd. as receiver and manager of Shamrock Valley Enterprises Ltd. (the "Debtor"); AND UPON this Honourable Court having granted such receivership order (the "Receivership Order") but directing terms with respect to the stay thereof; AND UPON having heard counsel for CWB and the Debtor, amongst others;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Receivership Order shall be stayed until 11 a.m. August 27, 2021.
2. August 27, 2021 at 11 a.m. shall be reserved for any necessary hearing with respect to this matter, before Mr. Justice Dunlop.
3. The August 27, 2021 application shall be utilized *inter alia*, to either vacate the stay of the Receivership Order, or set aside the Receivership Order.

4. By August 13, 2021, the Debtor shall deliver to counsel for CWB, a firm commitment of refinancing sufficient to satisfy the CWB debt, issued by Essex Lease Financial Corporation (the "Commitment Letter").
5. In the event the Commitment Letter is not issued by August 13, 2021, the stay of the Receivership Order shall be lifted without further order.
6. The Debtor shall have until August 20, 2021, to file any application it may require with respect to the matters in issue in these proceedings, to be returnable August 27, 2021 at 11 a.m.
7. Approval of this Order shall be limited to counsel for the Debtor.

James S. Neilson

Justice of the Court of Queen's Bench of Alberta

Approved as being the Order granted by:

EMERY JAMIESON LLP

Per:

Kyle Kawarant

Kyle Kawarant, Solicitor for
Shamrock Valley Enterprises Ltd.

APPENDIX D

A copy of the Order granted by the Honourable Justice G. Dunlop
dated August 27, 2021

Clerk's Stamp



COURT FILE NUMBER 2103 10970
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON
APPLICANT: CANADIAN WESTERN BANK
RESPONDENT(S): SHAMROCK VALLEY ENTERPRISES LTD.
DOCUMENT ORDER

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

DATE ON WHICH ORDER WAS PRONOUNCED: August 27, 2021

NAME OF JUDGE WHO MADE THIS ORDER: Mr. Justice G. S. Dunlop

LOCATION OF HEARING: Edmonton

UPON hearing the application of SHAMROCK VALLEY ENTERPRISES LTD. ("Shamrock") for an extension of the stay on the Receivership Order granted by Mr. Justice James T. Nelson on July 30, 2021 (the "Receivership Order") beyond the date established in the Order granted by Mr. Justice Nelson on July 30, 2021 staying the Receivership Order until 11:00 a.m. August 27, 2021 (the "Stay Order"); AND UPON having made reference to the Affidavits of Dean Chan, Margaret Lea Phillips and Murry Nielsen, AND UPON having heard counsel for Shamrock, Canadian Western Bank ("CWB"), and counsel for the proposed Receiver The Bowra Group Inc. ("Bowra");

IT IS HEREBY ORDERED AND DECLARED THAT:

- 1 The application by Shamrock is hereby dismissed
- 2 Bowra is hereby appointed as Receiver and Manager of Shamrock effective 12:00 p.m. MST August 27, 2021.
- 3 Paragraph 34 of the Receivership Order is hereby deleted

4. This Order shall be approved by counsel for Shamrock, Bowra and CWB.



Justice of the Court of Queen's Bench of Alberta

Approved as being the Order granted by:

EMERY JAMIESON LLP

Per:



Kyle Kawanami, Solicitor for
Shamrock Valley Enterprises Ltd.

PARLEE McLAWS LLP

Per:

Jeremy H. Hockin, Q.C., Solicitor
for The Bowra Group Inc.

McLENNAN ROSS LLP

Per:

Charles P. Russell, Q.C., Solicitor
for Canadian Western Bank

4. This Order shall be approved by counsel for Shamrock, Bowra and CWB.

Justice of the Court of Queen's Bench of Alberta

Approved as being the Order granted by:

EMERY JAMIESON LLP

Per:

Kyle Kawanami, Solicitor for
Shamrock Valley Enterprises Ltd.

PARLSE McLAW LLP

Per:

Jeremy H. Hockin, Q.C., Solicitor
for The Bowra Group Inc.

McLENNAN ROSS LLP

Per:

For: Charles P. Russell, Q.C., Solicitor
for Canadian Western Bank

APPENDIX E

Copies of the Scraper Agreements

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 26th day of May by and between:

Shamrock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"

&

Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB. T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Beaumont Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT

Items of Equipment	Value of Equip.	Rental Period	Rental Rate
1998 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00703		Weekly	\$7,500.00

Based on 200 hours (Current hours -- 28017)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust'r: _____
By _____ By _____

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

- (2) Calculation of Rental Charges. (a) Monthly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payments: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its accessories in good repair and operating condition. Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
- (a) all fuel, oil and lubricants required to operate the equipment
 - (b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.
- Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shawrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter set on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.
2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
4. If in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, diminished upon or otherwise being subject to legal process or extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 3, 6, and 7 of this Agreement shall survive the termination of this Agreement and be enforceable by the Lessor against the Lessee.
5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased, improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instructions thereof furnished by Shawrock Valley Enterprises Ltd. for use or operation of the equipment therefrom in the manner and for the use contemplated by Shawrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose; nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessee at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the name of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any nature arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as heretofore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease or any interest therein, sublet the equipment, or make any alterations or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. The Owner agrees to grant to the Renter the option to purchase the Equipment for the fair market value of the Equipment at the time of the signing of the lease. The Renter, in exercising its option to purchase, shall provide written notice of this intention to the Owner. The Owner, upon receipt of such notice, shall credit 75% of total rent paid and rent yet to be paid, excluding GST, towards the purchase price of the Equipment. Any credit given to the Renter for the purchase price shall be forfeited by the Renter if there is an event of default as initiated by the Renter or if the Renter terminates the Lease after written notice or intent to exercise their purchase has been received by the Owner. Upon receipt of the total purchase price by the Owner, the Owner agrees to transfer all its right, title, and interest in the Equipment to the Renter free and clear of any lease, charges and encumbrances.

10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, shall be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessee.

11. This Agreement shall be governed by the laws of the Province of Alberta.

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 23rd day of September by and between:

Shamrock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"

&
Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB. T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about September 23, 2021 free on board to Beaumont, Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT

Item of Equipment	Value of Equip.	Rental Period	Rental Rate
1999 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00740		Weekly	\$ 7,500.00

Based on 200 hours (Current hours - 37010)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust'r: Mark Anderson
By _____ By Mark Anderson

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.
- (2) Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payment: Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition.
Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
(a) all fuel, oil and lubricants required to operate the equipment
(b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.

Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this invoice shall constitute a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Stamrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessee's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the next delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.

2. Payment of rentals is due and payable to the Lessor immediately after the date of 15th of each month to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).

3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.

4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, disowned upon or otherwise being subject to legal process of some judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor's legal process of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 3, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.

5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or act upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment listed inappropriately, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instructions thereof furnished by Stamrock Valley Enterprises Ltd. use or operate the equipment there than in its owner and for the use contemplated by Stamrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality or fitness of the equipment for any particular purpose, nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or deface any identification markings displayed upon the equipment and shall use the equipment as not subject to carriers or handling rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the name of the Lessee and the Lessor in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessee's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any nature arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as hereinbefore provided, the Lessor agrees to pay an additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease any interest therein, sublet the equipment, or make any alterations or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessor's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited shall apply only to the given instance and a further lease act by the Lessee or by the Lessor's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances, and regulatory provisions in force which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment as provided after being notified for the same, or violates any other provision of this lease, the Lessor may terminate the lease, re-take possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and recorded by an oil and mineral office of this state.

10. This Agreement shall be governed by the laws of the Province of Alberta.

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 26th day of May by and between:

Shamrock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"

&
Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB. T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Beaumont Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT

<i>Items of Equipment</i>	<i>Value of Equip.</i>	<i>Rental Period</i>	<i>Rental Rate</i>
1998 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00342		Weekly	\$7,500.00


Based on 200 hours (Current hours - 8089)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust'r:  _____
By _____ By _____

General Conditions

- (1) The Rental Period: shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

- (2) Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payments. Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs. The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
- (a) all fuel, oil and lubricants required to operate the equipment
 - (b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.
- Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this order shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shanrock Valley Enterprises Ltd. hereby leases to the party on the face of their delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth:

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.
2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process or extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessor as set forth in clauses 1, 2, 3, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.
5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-law whatsoever, or instruction sheet or manual furnished by Shanrock Valley Enterprises Ltd. nor use or operate the equipment thereupon in the manner and for the use contemplated by Shanrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose, nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the names of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any nature arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment, as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest therein, or mortgage or hypothecate this lease or any interest therein, sublet the equipment, or make any alterations or modifications or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent to any of the foregoing prohibited acts shall apply only in the given instances and a similar like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations now existing or future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, re-take possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. The Owner agrees to grant to the Renter the option to purchase the Equipment for the fair market value of the Equipment at the time of the signing of the lease. The Renter, in exercising its option to purchase, shall provide written notice of this intention to the Owner. The Owner, upon receipt of such notice, shall credit 75% of total rent paid and rent yet to be paid, excluding GST, towards the purchase price of the Equipment. Any credit given to the Renter for the purchase price shall be forfeited by the Renter if there is an event of default committed by the Renter or if the Renter terminates the Lease after written notice of intent to exercise that purchase has been received by the Owner. Upon receipt of the total purchase price by the Owner, the Owner agrees to transfer all its right, title, and interest in the Equipment to the Renter free and clear of any liens, charges and encumbrances.

10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

11. This Agreement shall be governed by the laws of the Province of Alberta.

819

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Elk Point in the Province of Alberta on the 26th day of May by and between:

Shansrock Valley Enterprises Ltd.
P. O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280
- hereinafter called "the Supplier"

&

Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB. T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions printed below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Beaumont Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT

Items of Equipment	Value of Equip.	Rental Period	Rental Rate
1998 CAT 627F Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1DL00532		Weekly	\$7,500.00

Based on 200 hours (Current hours - 2768)
Overtime hours billed at \$125.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overdue payments:
2. Rate:
3. Current hour meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed the Agreement on the day and date first written above.

Supplier: _____ Cust'r: _____
By _____ By _____

General Conditions

- (1) The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

- (2) Calculation of Rental Charges: (a) Hourly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) Payment: Rentals payable under this Agreement shall be paid monthly on the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) Maintenance, Operation & Repairs: The Customer declares that he or his employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
- (a) all fuel, oil, and lubricants required to operate the equipment
 - (b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and working order.
- Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shawrock Valley Enterprises Ltd. hereby leases to the party on the face of this delivery and receiving ticket (Customer), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessor's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.
2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).
3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.
4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of the equipment, or if the equipment is in danger of being seized, detained upon or otherwise being subject to legal process of extra-judicial process, that in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 5, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.
5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good of field practice or any applicable regulatory laws or by-laws whatsoever, or restrict or thereof furnished by Shawrock Valley Enterprises Ltd. nor use or operate the equipment there than in the manner and for the use contemplated by Shawrock Valley Enterprises Ltd. The Lessor makes no warranty, whatsoever, whether express, implied by law, or otherwise, as to the quality of fitness of the equipment for any particular purpose, nor as to the quality of the performance of the equipment. The Lessee shall not remove, alter or disfigure any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the name of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessor shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any nature arising from the Lessee's use or possession of the equipment. If the Lessor fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional and the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest herein, or mortgage or hypothecate this lease or any interest therein, under the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent in any of the foregoing prohibited acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing in future which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt, or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being advised for the same, or violates any other provision of this lease, the Lessor may terminate the lease, retake possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. The Owner agrees to grant to the Renter the option to purchase the Equipment for the fair market value of the Equipment at the time of the signing of the lease. The Renter, in exercising its option to purchase, shall provide written notice of this intention to the Owner. The Owner, upon receipt of such notice, shall credit 75% of total rent paid and remain yet to be paid, excluding GST, towards the purchase price of the Equipment. Any credit given to the Renter for the purchase price shall be forfeited by the Renter if there is an event of default committed by the Renter or if the Renter terminates the Lease after written notice or intent to exercise this purchase has been received by the Owner. Upon receipt of the total purchase price by the Owner, the Owner agrees to transfer all its right, title, and interest in the Equipment to the Renter free and clear of any liens, charges and encumbrances.

10. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, shall be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

11. This Agreement shall be governed by the laws of the Province of Alberta.

APPENDIX F

A copy of the Excavator Agreement

Equipment Rental Agreement

AGREEMENT OF RENTAL, made at Elk Point in the Province of Alberta on the 13th day of June and between:

Delta Valley Valley Enterprises Ltd.
P.O. Box 505, Elk Point, Alberta T0A 1A0
Phone: 780-724-3177 Fax: 780-724-2280

- Hereinafter called "the Supplier"

&

Delta Valley Landscaping
P.O. Box 76012, RPO Southgate
Edmonton, AB, T6H 5Y7
Phone: (780) 435-1887

- Hereinafter called "the Customer"

The Supplier and Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under terms and conditions of this Agreement including the Conditions priced below, the equipment described identified under the heading Details of Equipment (hereinafter called "the equipment") for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The Supplier shall deliver the equipment on or about June 15, 2021 free on board to Devon Alberta in good condition and working order, for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
4. This Agreement will be interpreted according to the laws of the province of Alberta.

DETAILS OF EQUIPMENT

Item of Equipment	Price of Equip.	Rental Period	Rental Rate
2014 CAT 336EL Hydraulic Excavator	\$250,000.00	Monthly	\$16,000.00
S/N CAT0336EEF0901418		Weekly	\$ 4,500.00

Based on 200 hours (Contract hours - 8434)

Overtime hours billed at \$10.00/hour

SPECIAL CONDITIONS

The following Special Conditions form part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

1. Overage payments:
2. Rate.
3. Operate your meter reading:
4. Customer responsible for oil changes every 200 hours

The Supplier and the Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. The parties hereto have executed this Agreement on the day and date first written above.

Supplier: _____ Customer: _____

By _____ By _____

General Conditions

- (1) **The Rental Period:** shall cover all time required in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the Equipment, including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which the transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; provided, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.
- (2) **Calculation of Rental Charges:** (a) Monthly Rental Rates are computed from the date of commencement of the rental period up to but not including the same date in the next calendar month.
- (3) **Payment:** Rentals payable under this Agreement shall be paid monthly at the address of the Supplier on succeeding monthly dates thereafter running from the date of delivery.
- (4) **Maintenance, Operation & Repairs:** The Customer declares that he or his employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure, or cover up any numbering, marking or signs displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense (materials) and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition.
 Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:
 (a) all fuel, oil and lubricants required to operate the equipment
 (b) all repairs, and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.

Overage payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this agreement shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

TERMS AND CONDITIONS

Shamrock Valley Enterprises Ltd. hereby leases to the party on the face of this delivery and receiving ticket (Certificate), the equipment described on the face of the delivery and receiving ticket upon the terms and conditions hereinafter and on the Delivery and Receipt of the Ticket set forth.

1. The rental period shall commence on and include the date of delivery of the equipment and the Lessee's shipping point to the Lessee, its agent or carrier. The rental period shall end on and include the date of the actual delivery of the equipment to the Lessor at the Lessor's shipping point from which the equipment was first shipped. In calculating the rental period, twenty-four hours or any part thereof, constitutes one full day.

2. Payment of rentals is due and payable to the Lessor immediately after the date of invoice from the Lessor to the Lessee. All overdue payments shall bear interest at the rate of 24 percent per annum (2 percent per month).

3. The Lessee shall pay all shipping charges from and to the Lessor's shipping point unless otherwise stipulated.

4. If, in the sole discretion of the Lessor, the equipment is being subject to damage or loss by reason of the Lessee's use of that equipment, or if the equipment is in danger of being seized, distrained upon or otherwise being subject to legal process of extrajudicial process, then in every such instance, the Lessor, at its option, shall have the right to remove the equipment from the possession of the Lessee without notice to the Lessee, and this Agreement shall terminate upon the Lessor regaining possession of the equipment. Notwithstanding the termination of this Agreement as provided herein, the obligations of the Lessee as set forth in clauses 1, 2, 3, 6, and 7 of this Agreement shall survive the termination of this Agreement and are enforceable by the Lessor against the Lessee.

5. The Lessee shall promptly upon receipt of the equipment, inspect the equipment and shall not use or rely upon the equipment without such inspection. The Lessee will not use, operate, maintain, or store the equipment leased improperly, carelessly or in violation of this agreement, good oilfield practice or any applicable regulatory laws or by-laws whatsoever, or instruction thereof furnished by Shamrock Valley Enterprises Ltd. nor use or operate the equipment here than in the manner and for the use contemplated by Shamrock Valley Enterprises Ltd. The Lessor makes no warranty, advertisement, whether express, implied by law, or otherwise, as to the quantity or fitness of the equipment for any particular purpose, nor as to the quality or performance of the equipment. The Lessee shall not remove, alter or disguise any identification insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needlessly rough usage. The Lessee shall pay all expenses of operating the equipment. The Lessee shall, at the Lessee's own expense, maintain the equipment and make all repairs and replace all broken and worn parts and keep the equipment in good condition and working order, reasonable wear and tear only excepted.

6. The Lessee agrees to indemnify and save harmless the Lessor of and from any damage to or loss of equipment during the term hereof, however occasioned. The Lessee agrees to keep the equipment insured in the name of Lessor at the Lessee's expense against damage or loss of the equipment in the full replacement value of the equipment, and the Lessee shall also carry public liability insurance in the name of the Lessor and the Lessee in the minimum amount of \$2,000,000.00 and the Lessee shall carry such added or extended insurance coverage as is usually carried by operators of similar equipment. The Lessee shall furnish to the Lessor within seven days of the Lessor's written request, evidence of its compliance with this provision. The Lessee further agrees to indemnify and save harmless the Lessor against any and all claims, costs and expenses of any nature arising from the Lessee's use or possession of the equipment. If the Lessee fails to insure the equipment as hereinbefore provided, the Lessee agrees to pay as additional rent the premiums of such policy or policies of insurance.

7. Title to the equipment remains at all times vested in the Lessor, and nothing contained herein shall be construed to create anything other than the relationship of Lessor and Lessee between the parties. The Lessee agrees not to assign this lease or any interest hereon, or sublet or hypothecate this lease or any interest therein, sublet the equipment, or make any alterations of or additions or improvements to the equipment or permit the use of equipment by any person other than the Lessee or the Lessee's employees, without the written consent of the Lessor first had and obtained. Consent in any of the foregoing mentioned acts shall apply only in the given instance and a further like act by the Lessee or by the Lessee's assignee or subcontractor to operate the equipment. The Lessee shall comply with and conform to all laws, ordinances and regulations not existing at the time which in any way relate to the ownership, possession, use or maintenance of the equipment. The Lessee shall indemnify and save harmless the Lessor from any breach of this covenant.

8. If the Lessee becomes bankrupt or fails to maintain and operate the equipment in accordance with the terms of this lease or fails to return the equipment upon the demand of the Lessor or fails to make the rental payment immediately after being invoiced for the same, or violates any other provision of the lease, the Lessor may terminate the lease, re-take possession of the equipment without liability of any kind, and recover all rentals due and full damages for any injury and all expenses incurred in obtaining the return of the equipment.

9. It is understood and agreed that the terms of this document comprise the entire agreement pertaining to the lease of equipment and no other agreements of any kind, verbal or otherwise, will be recognized, unless such other agreement is in writing and executed by an authorized officer of the Lessor.

10. This Agreement shall be governed by the laws of the Province of Alberta.

APPENDIX G

A copy of the email correspondence from Murry Nielsen to Delta Valley dated May 12, 2021

Nicole Carreau

From: Mark <mark@deltavalley.ca>
Sent: Monday, December 6, 2021 1:50 PM
To: Nicole Carreau
Subject: FW: 817 819 Scraper Critical Maint Records
Attachments: 817 Scraper.xlsx; 819 Scraper.xlsx

From: Luke <luke@deltavalley.ca>
Sent: Monday, December 6, 2021 10:53 AM
To: Mark <mark@deltavalley.ca>
Subject: FW: 817 819 Scraper Critical Maint Records

From: Murry Nielsen <MNielsen@shamrockvalley.ca>
Sent: Wednesday, May 12, 2021 1:12 PM
To: Luke <luke@deltavalley.ca>
Cc: Kyle Nielsen <kylenielsen67@gmail.com>
Subject: FW: 817 819 Scraper Critical Maint Records

Luke

I am not sure if Kyle got this he didn't answer my phone call.
Could you pass this on to Mark as he was interested in scrapers

From: Murry Nielsen
Sent: May-12-21 1:04 PM
To: Kyle Nielsen <kylenielsen67@gmail.com>
Cc: Brandy Poliakiwski <controller@shamrockvalley.ca>
Subject: FW: 817 819 Scraper Critical Maint Records

Kyle

Please pass this information on to Mark and the price for each unit \$200,000 plus GST.

Thank you

Murry Nielsen

Box 505

Elk Point, AB

70A 1A0

Phone: (780) 724-3177 ext 1

Cell: (780) 645-8356

From: Service Shamrock
Sent: May-12-21 10:06 AM
To: Murry Nielsen <MNielsen@shamrockvalley.ca>
Cc: Kelly Elliot <Kelly@shamrockvalley.ca>
Subject: 817 819 Scraper Critical Maint Records

As requested Murry, includes all heavy maintenance for each unit ... can copy complete hard files if required ... hard copies of the attached have been printed and are on your desk ...

817		8087
Date	Description of Repairs	Hour Meter
7-Mar-07	Remove and repair front engine cover gasket and front crankshaft seal. Resealed starter and time engine	256
	Replaced RH bowl cylinder	
	Removed rear powerpack and replaced front and rear crankshaft seal . Replaced oil pan gasket , and rear flywheel housing gasket .	
	Resealed rear starter and repair lower apron bracket .	
	Replaced U joints	
27-Apr-07	Replaced cushion hitch pump	296
16-May-07	Removed all broken exhaust studs on front engine and replaced all exhaust gaskets , studs and hardware. Heli-coiled front exhaust stud hole	367
24-Feb-08	Installed new bowl trunions and caps . Flushed front rad to clean odour from electrolysis. Installed new pins and bearings for bail	1441
	Installed front LH and RH windows .Removed RH rear tire and replaced brake hardware and shoes . Replaced duo-cones seals and bearings . Replaced LH front brake pot and RH rear slack adjuster and brake pot. Resealed pilot hydraulic control valve .	
	Replaced all pulleys and belts on rear engine. Resealed rear starter and reeplaced pressure relief valve on rear radiator.	
	Resealed rear turbo lines . Installed exchange ejector cylinder and RH steering cylinder . Replaced kickout spring on cushion hitch valve. Repaired wiring on RHS of draft tube arm . Repaired lights heater and replaced bowl cylinder pins and bearings.	
	Replaced water pump on front engine and replaced heater hoses	
8-May-08	Installed rear transmission , rebuilt torque converter and transmission pump . (transmission was not overhauled)	1468
	New caterpillar rear engine was installed s/n 10Z45890 Arr 164-0729	
20-Apr-09	Repaired all shorted wires in dash and rewired dash panel and dome lights. Repaired wires for shifter lights . Set brakes, replace shraeder valve in accumulator and charge 500 psi. Repair complete	1625
	bail assembly and replaced cylinder	
22-Jul-09	Replaced cushion hitch pump	1788
1-May-10	Replaced complete LH planetary assembly , used carrier assembly and ring gear. Replaced bearings, wheel bearings, and sun gear.	2039
	Removed RHS planetary and wheel assembly . Replaced all bearings and seals in planetary and wheel assembly	
	Repaired front diff , replaced all bearings , two spider gears . Replaced all spider bushings and thrust washers	
31-May-11	exchanged rear diff from unit 810. Replaced RH steering cylinder and resealed servo cylinder . Replaced bowl trunions and caps	3368
	Installed new air compressor and rebuilt air dryer . Recharged accumulator , adjusted brakes and ejector rollers	
	Removed RHS planetary and checked source of bad oil sample , everything checked out and must have been from previous failure	
4-Feb-12	Replaced RH bowl and LH steering cylinder . Replaced misc hoses and fuel lines . Replaced upshift solenoid valve on front engine and installed updated wire harness for the new gear position indicator switch	4086
	repaired dash lights and set brakes	
2-Apr-19	Installed rebuilt REAR engine rear engine and 6618 hour meter changed	
	Front engine hour meter showed 8019 hours	8019
	Rear radiator cleaned - New back up alarm , new rear muffler	

819	Current Hours:	2766
Date	Description of Repairs	Hour Meter
9-Jan-07	Installed used signal switch	9560
	Installed new pressure relief valve on front radiator	
	Resealed servo sender cylinder	
	Replaced left and right steering cylinders	
	Replaced left bowl cylinder	
	Replaced cushion hitch load cylinder	
	Replaced rear window in cab	
26-Sep-07	Installed new head gasket on rear engine , new injectors	10639
	coolant switch replaced and aftercooler base. Replace turbo	
10-Apr-08	Reseal rear radiator	10800
	Reseal and rebearing rear transmission output shaft	
	Repaired headliner and stereo	
	Repaired wiring for ejector kickout	
	Replaced RH bowl cylinder	
	Replaced apron trunions and caps	
	Replaced rear fuel filter base	
	Resealed front starter	
	Replaced ejector roller slides	
12-Feb-10	Rebuilt front differential and removed both front wheel assemblies	12317
	and spindles to check for debris from failed differential .	
	Reused wheel bearings and installed new wheel seals	
	Build up frog and filled and drilled cutting edge holes	
	Repaired dash lights and minor cab repair	
5-Aug-10	Replaced front fan blade assembly and front motor mounts	12605
18-May-11	Reseal servo sender cylinder	
	Replaced rear engine cylinder head gasket , and set valves	
	Replaced front and rear coolant flow switches	
	Resealed cushion hitch leveling valve	
25-Aug-12	Rebuild complete hitch assembly and load cylinder	14013
	Rebuild front transmission	
	Replaced ejector cylinder	
	Reseal and rebearing front retarder and replace all related hoses	
	Replaced air compressor and overhaul air dryer	
	Replaced saddle for apron cylinder	
	Install exchange accumulator	
	Removed rear engine cylinder and check out bores , replaced #1 injector	
	and injection pump	
	Replaced bowl control lever	
8-Sep-13	Rebuild front engine and send coolers , radiator cores and aftercooler	14320
	out for test . Replaced water pump , oil pump , starter and alternator	

28-Feb-15	Replaced hydraulic pump and sight glass in hydraulic tank	15299
	Installed new AM/FM radio , and two way	
	Repaired control levers and replaced broken glass	
	Replaced right rear drum, shoes , and seals	
	Replaced apron trunions and caps	
	Replaced left rear roto chamber	
	Resealed leveling valve	
	Repaired seat	
	Replaced brake and throttle pedal pins	
	Repaired servo sender cylinder	
	Repaired RH rear step	
23-Jul-15	Replaced rear starter	15696
3-Nov-15	Replaced main hydraulic pump	920
17-May-16	Check and set brakes	1002
	Replaced seat belt	
	Reseal leveling valve	
	Straighten dog bone and replace bushings and pins	
	Repaired steps	
	Repack ejector rollers and adjust . Changed fan bearings	
	Replaced rear fuel valve	
	Installed new temp sensor for rear transmission	
	Replace heater control switch and updated wiring harness	
	Replaced banana bearings , straightened dog bone	
	Replaced left rear brakes, bearings, drum and seals	
	Set all brakes	
	Changed relay valve for brakes	
	Replaced upper guide rollers and adjusted all ejector rollers	
	Rebuilt front and rear fan pulleys	
	Flushed front rad a few times due to electrolysis	
22-Jul-16	Changed rear exhaust manifold gaskets	1090
	Drilled out broken exhaust studs and replaced all studs	

APPENDIX H

A detailed summary of the outstanding invoices

Shamrock Valley Enterprises Ltd.

Detailed summary of outstanding invoices owed from Delta Valley Landscaping & Lawn Services Ltd.

Invoice Number	Invoice Date (mm/dd/yr)	Invoice Amount (\$)	Invoice Description	Date Delivered to Delta Valley (mm/dd/yr)
056521	7/28/2021	27,825.00	Unit 817: 1998 CAT 627F Scraper SN: 1DL00342 Rental Period: 06/26/2021 - 07/26/2021	7/29/2021
056522	7/28/2021	27,825.00	Unit 819: 1999 CAT 627F Scraper SN: 1DL00532 Rental Period: 06/26/2021 - 07/26/2021	7/29/2021
056523	7/28/2021	16,800.00	2014 CAT 336EL Hydraulic Excavator SN: CAT0336EEFJH01438 Rental Period: 06/15/2021 - 07/15/2021	7/29/2021
056568	8/23/2021	16,800.00	2014 CAT 336EL Hydraulic Excavator SN: CAT0336EEFJH01438 Rental Period: 07/16/2021 - 08/15/2021	8/23/2021
056607	8/30/2021	23,625.00	Unit 817: 1998 CAT 627F Scraper SN: 1DL00342 Rental Period: 07/27/2021 - 08/26/2021	8/30/2021
056608	8/30/2021	23,625.00	Unit 819: 1999 CAT 627F Scraper SN: 1DL00532 Rental Period: 07/27/2021 - 08/26/2021	8/30/2021
056654	9/17/2021	16,800.00	2014 CAT 336EL Hydraulic Excavator SN: CAT0336EEFJH01438 Rental Period: 08/16/2021 - 09/15/2021	9/17/2021
056685	9/30/2021	27,825.00	Unit 817: 1998 CAT 627F Scraper SN: 1DL00342 Rental Period: 08/27/2021 - 09/26/2021	9/30/2021
056686	9/30/2021	27,825.00	Unit 819: 1999 CAT 627F Scraper SN: 1DL00532 Rental Period: 08/27/2021 - 09/26/2021	9/30/2021
056701	9/30/2021	7,103.72	Unit MN628 Equipment mobilization on 09/23/2021	10/13/2021
056722	10/12/2021	27,825.00	Unit 810: 1998 CAT 627F Scraper SN: 1DL00703 Rental Period: 09/23/2021 - 10/23/2021	11/12/2021
056723	10/12/2021	27,825.00	Unit 812: 1999 CAT 627F Scraper SN: 1DL00740 Rental Period: 09/23/2021 - 10/23/2021	11/12/2021
056725	10/12/2021	27,825.00	Unit 819: 1999 CAT 627F Scraper SN: 1DL00532 Rental Period: 09/27/2021 - 10/27/2021	11/12/2021
056726	10/12/2021	27,825.00	Unit 817: 1998 CAT 627F Scraper SN: 1DL00342 Rental Period: 09/27/2021 - 10/27/2021	11/12/2021
056727	10/12/2021	12,180.00	Unit 810, Unit 812, Unit 817, and Unit 819 Equipment mobilization on 10/27/2021 and related hauling permits	11/12/2021
056728	10/12/2021	7,875.00	Unit 810: 1998 CAT 627F Scraper SN: 1DL00703 Rental Period: 10/24/2021 - 10/27/2021	11/12/2021
056729	10/12/2021	7,875.00	Unit 812: 1999 CAT 627F Scraper SN: 1DL00740 Rental Period: 10/24/2021 - 10/27/2021	11/12/2021
355,283.72				

APPENDIX I

A copy of the email correspondence from Amy Wygle to Delta Valley dated July 29, 2021



AR Shamrock Valley

Thu, 2021-07-29 9:42 AM

To: apinvoices@deltavalley.ca



IN056521.pdf
773 KB

IN056522.pdf
773 KB

IN056523.pdf
409 KB

3 attachments (2 MB) Save all to OneDrive - ShamrockValley.ca Download all

Good morning,

Please find attached June-July rental invoices for the scrapers and excavator.

Do you have a payment update this week?

Thank you,

Amy Wygle

Shamrock Valley Enterprises Ltd. (Elk Point)

Phone: (780) 724-2177 ext 5, then 2 Accounts Receivable

Fax: (780) 724-2280

Email: ac@shamrockvalley.ca

[Reply](#)

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056521**
 P.O. #
 Date: 28/07/2021
 Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 26-July 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056522**

P.O. #

Date: 28/07/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 26-July 26, 2021 1999 CAT 627 F Scraper - S/N: 1DL00532 - Hours: 2768	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056523**

P.O. #

Date: 28/07/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 15-July 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/N: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"

APPENDIX J

A copy of the email correspondence from Amy Wygle to Delta Valley dated August 23, 2021

AV

AR Shamrock Valley

Mon 2021-08-23 9:52 AM

To: apinvoices@deltavalley.ca

Cc: Murry Nielsen



 IN056568.pdf
281 KB

Good morning,

Please find attached invoice IN056568 for payment processing.

Do you have a payment update for invoices IN056521, IN056522 & IN056523 for the July scraper and excavator rentals?

Thank you,

Amy Wygle

Shamrock Valley Enterprises Ltd. (Elk Point)

Phone: (780) 724-7177 ext 5, then 2 Accounts Receivable

Fax: (780) 724-2200

Email: ar@shamrockvalley.ca



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056568**

P.O. #

Date: 23/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 16 - August 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/N: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"

APPENDIX K

A copy of the email correspondence from Amy Wygle to Delta Valley dated August 30, 2021



AR Shamrock Valley

Mon, 2021-09-30 12:26 PM

To: apinvoices@deltavalley.ca



IN056607.pdf 279 KB		IN056608.pdf 279 KB	
------------------------	--	------------------------	--

2 attachments (559 KB) Save all to OneDrive - ShamrockValley.ca Download all

Good afternoon,

Please find attached August rental invoices for the scrapers.

Thank you,

Amy Wygle

Shamrock Valley Enterprises Ltd. (Elk Point)

Phone: (780) 724-3177 ext 5, then 2 Accounts Receivable

Fax: (780) 724-2280

Email: ar@shamrockvalley.ca

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056607**

P.O. #

Date: 30/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 27-August 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:	Subtotal	22,500.00
	GST @ 5% GST #104816277	1,125.00
	TOTAL	23,625.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056608**

P.O. #

Date: 30/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 27-August 26, 2021 1999 CAT 627F Scraper - S/N: 1DL00532 - Hours: 2768 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:

Subtotal	22,500.00
GST @ 5% GST #104816277	1,125.00
TOTAL	23,625.00

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APPENDIX L

A copy of the email correspondence from Amy Wygle to Delta Valley dated September 17, 2021




AR Shamrock Valley

Fri 2025-09-17 1:01 PM

To: Aatif <aatif@deltavalley.ca>



 IN056654.pdf
140 KB

Good afternoon,

Please find attached the September Excavator rental invoice IN056654.

Thank you,

Amy Wygle

Shamrock Valley Enterprises Ltd. (Elk Point)

Phone: (780) 724-3177 ext 5, then 2 Accounts Receivable

Fax: (780) 724-2300

Email: ar@shamrockvalley.ca

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056654**

P.O. #

Date: 17/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 16 - September 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/M: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

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APPENDIX M

A copy of the email correspondence from Amy Wygle to Delta Valley dated September 30, 2021



AR Shamrock Valley

Thu 2021-09-30 8:33 AM

To: Aatif <aatif@deltavalley.ca>



IN056685.pdf
765 KB

IN056686.pdf
780 KB

2 attachments (2 MB) | Save all to OneDrive - ShamrockValley.ca | Download all

Good morning,

Please find attached invoices IN056685 & IN056686 for September scraper rentals.

Thank you,

Amy Wygle

Shamrock Valley Enterprises Ltd. (Elk Point)

Phone: (780) 724-3177 ext 5, then 2 Accounts Receivable

Fax: (780) 724-2280

Email: ar@shamrockvalley.ca

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 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056685**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 27-September 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056686**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 27-September 26, 2021 1999 CAT 627F Scraper - S/N: 1DL00532 - Hours: 2768	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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APPENDIX N

A copy of the email correspondence from Amy Wygle to Delta Valley dated October 13, 2021

AV

AR Shamrock Valley

Wed 2021-10-13 2:36 PM

To: Aatif <aatif@deltavalley.ca>



 IN056701.pdf
702 KB

Good afternoon,

Please find attached invoice IN056701 for payment processing.

Thank you,

Amy Wygle

Shamrock Valley Enterprises Ltd. (Elk Point)

Phone: (780) 724-3177 ext 5, then 2 Accounts Receivable

Fax: (780) 724-3280

Email: aw@shamrockvalley.ca

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056701**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
FIELD	September 23, 2021 * MN628 Equipment mobilization	1.00	EACH	6,765.45	6,765.45

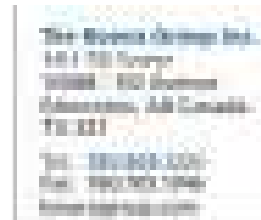
Comments:

Subtotal	6,765.45
GST @ 5%	338.27
GST #104816277	
TOTAL	7,103.72

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"

APPENDIX O

A copy of the Receiver's Demand Letter issued on October 21, 2021



Via Email (luke@deltavalley.ca)

October 21, 2021

Delta Valley Landscaping & Lawn Services Ltd.
Box 76012 RPO Southgate
Edmonton AB T6H 5Y7

Attention: Accounts Payable

Re: Payment of Balance due to Shamrock Valley Enterprises Ltd. (the "Company")

On August 27, 2021, The Bowra Group Inc. was appointed the Receiver Manager (the "Receiver") of Shamrock Valley Enterprises Ltd. (the "Company") pursuant to an Order of the Court of Queen's Bench of Alberta. A copy of the Order is attached for your reference.

In accordance with the Company's books and records, we understand that Delta Valley Landscaping & Lawn Services Ltd. owes the Company the following:

IN056521	7/28/21	\$27,825.00
IN056522	7/28/21	\$27,825.00
IN056523	7/28/21	\$16,800.00
IN056568	8/23/21	\$16,800.00
IN056607	8/30/21	\$23,625.00
IN056608	8/30/21	\$23,625.00
IN056654	9/17/21	\$16,800.00
IN056685	9/30/21	\$27,825.00
IN056686	9/30/21	\$27,825.00
IN056701	9/30/21	\$7,103.72
	TOTAL	\$216,053.72

Copies of the above noted invoices are attached for your reference. Your outstanding balance of **\$216,053.72** is due and payable immediately. Cheques should be made payable to: "The Bowra Group Inc. Receiver of Shamrock Valley Enterprises Ltd." and mailed to the attention of Nicole Carreau at the following address:

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

Please note that to the extent that the services provided improved lands, the Receiver reserves the right to exercise any lien rights that the Company may have in that regard should we fail to receive payment within the requisite time period for the registration of any such lien.

Please contact Nicole Carreau at ncarreau@bowragroup.com should you have any questions.

Yours very truly,

The Bowra Group Inc.

Receiver of Shamrock Valley Enterprises Ltd.

Per:

A handwritten signature in blue ink that reads "Carreau".

Nicole Carreau, CPA

Encl.



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056521**
 P.O. #
 Date: 28/07/2021
 Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 26-July 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056522**

P.O. #

Date: 28/07/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 26-July 26, 2021 1999 CAT 627 F Scraper - S/N: 1DL00532 - Hours: 2768	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056523**

P.O. #

Date: 28/07/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 15-July 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/N: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056568**

P.O. #

Date: 23/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 16 - August 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/N: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056607**
 P.O. #
 Date: 30/08/2021
 Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 27-August 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:	Subtotal	22,500.00
	GST @ 5% GST #104816277	1,125.00
	TOTAL	23,625.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056608**

P.O. #

Date: 30/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 27-August 26, 2021 1999 CAT 627F Scraper - S/N: 1DL00532 - Hours: 2768 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:

Subtotal	22,500.00
GST @ 5% GST #104816277	1,125.00
TOTAL	23,625.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056654**

P.O. #

Date: 17/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 16 - September 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/M: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

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P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056685**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 27-September 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056686**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 27-September 26, 2021 1999 CAT 627F Scraper - S/N: 1DL00532 - Hours: 2768	1.00	EA	26,500.00	26,500.00

Comments:

Subtotal	26,500.00
GST @ 5%	1,325.00
GST #104816277	
TOTAL	27,825.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056701**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
FIELD	September 23, 2021 * MN628 Equipment mobilization	1.00	EACH	6,765.45	6,765.45

Comments:	Subtotal	6,765.45
	GST @ 5% GST #104816277	338.27
	TOTAL	7,103.72

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"

APPENDIX P

A copy of the email correspondence between the Receiver and Delta Valley during the period of October 21, 2021, to December 17, 2021

Nicole Carreau

From: Nicole Carreau
Sent: Friday, December 17, 2021 3:04 PM
To: Mark
Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good Afternoon Mark,

The Receiver has accepted and obtained Court approval of an en bloc liquidation proposal made by Ritchie Bros. Auctioneers (Canada) Ltd. Please reference the Receiver's case website for further information.

<https://www.bowragroup.com/shamrockvalleyenterprises>

The Receiver is primarily interested in settling the amounts owing to Shamrock from Delta Valley. Specifically, the outstanding balance owing of \$355,283.72. The Receiver reserves its right to various collection efforts including, but not limited to, the registration of lien rights and/or litigation.

If you have not done so already, we encourage you to engage counsel in relation to this matter.

Thank you.

Nicole Carreau, CPA | Associate, The Bowra Group Inc. | www.bowragroup.com

Add: 1411 TD Tower, 10088 – 102 Avenue, Edmonton, AB T5J 2Z1
Dir: 780.705.0488 | Off: 780.809.1224 | Cell: 403.318.3842 | Fax: 780.705.1946 E: ncarreau@bowragroup.com

From: Mark <mark@deltavalley.ca>
Sent: Monday, December 6, 2021 1:49 PM
To: Nicole Carreau <ncarreau@bowragroup.com>
Subject: FW: Shamrock Valley Enterprises Ltd. - Receivership

Good Morning Nicole

After going thru all the paperwork and discussing with Kyle Nielsen, I have come up with some scenarios for payment of the scrapers on the rental purchase.

I am still waiting for the signed rental agreements for the CAT 336 excavator that we supposedly had for 3 months, as those invoices are under dispute.

- A) Unit 819 1999 CAT 627 scraper S?N 1DL005332
- May 31 invoice 056325.....26,500.00 paid
 - July 28 invoice 056522.....26,500.00 unpaid
 - Aug. 30 invoice 056608.....22,500.00 unpaid and under objection to invoice according to kyle and Murry as scraper was parked for 2 months other than 30 hrs of use one week
 - Sept. 30 invoice 056686.....26,500 unpaid and never used machine as per kyle and murry
 - Oct. 10 invoice 056725.....26,500.00 unpaid

Total.....128,000.00 – 26500 that is paid already

Still owing ...101,500.00

At 90%...of 101,500.00 is 91,350.00 applied to the 200,00.00 purchase price minus 26500.00 at 90% is 23,850 - 200,000.00 = 176150.00

As per murry Niensens emails, the purchase price was to be 200,000.00 and 90% of rental applied to purchase.....email attached

Based on the above information, the following would apply

Unit 819 would have a purchase price left owing of 176,150.00
I still owe 101,500.00 of disputed invoices of which 91,350.00 would apply to purchase
Leaving 84,800.00 still owing for complete payout of said unit plus the 101,500.00.

B) Unit 817 1998 CAT 627 scraper S?N 1DL00342

- May 31 invoice 056324.....26,500.00 paid
- July 28 invoice 056521.....26,500.00 unpaid
- Aug. 30 invoice 056607.....22,500.00 unpaid and under objection to invoice according to kyle and Murry as scraper was parked for 2 months
- Sept. 30 invoice 056685.....26,500 unpaid and never used machine as per kyle and murry
- Oct. 10 invoice 056726.....26,500.00 unpaid

Total.....128,000.00 – 26500 that is paid already
Still owing ...101,500.00

At 90%...of 101,500.00 is 91,350.00 applied to the 200,00.00 purchase price minus 26500.00 at 90% is 23,850 - 200,000.00 = 176150.00

As per murry Niensens emails, the purchase price was to be 200,000.00 and 90% of rental applied to purchase.....email attached

Based on the above information, the following would apply

Unit 817 would have a purchase price left owing of 176,150.00
I still owe 101,500.00 of disputed invoices of which 91,350.00 would apply to purchase
Leaving 84,800.00 still owing for complete payout of said unit plus the 101,500.00

Objection to invoices for 2014 CAT 336 other than 1 month at.....	16,000.00
Agreed to - 2 additional scrapers at 26,500.00.....	53,000.00
Agreed to - 4 day rental on the 2 scrapers at 7,500.00.....	15,000.00
Agreed to - September mobilization at	7,103.72
Total.....	91,103.72

Objection to October mobilization as the scrapers would still be onsite and not my problem if they had to be picked up because of receivership !

Total bill owing is for unit 817 and 819 at 101,500.00 each.....203,000.00
Total remaining owing that is agreed upon.....91,103.72
Total.....294,103.72

Plus remaining purchase money at 84,000.00 for units 817 and 819.....168,000.00

Grand total would be 462,103.72 including bill of sale for units 817 and 819 free and clear and delivered back where they were picked up.

Thank you
Mark Anderson
President

From: Nicole Carreau <ncarreau@bowragroup.com>
Sent: Thursday, December 2, 2021 2:44 PM
To: Mark <mark@deltavalley.ca>
Cc: Luke <luke@deltavalley.ca>; Laura K <laurak@deltavalley.ca>
Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Hello Mark,

Thank you for your email.

Could you please clarify the details and value of your offer?

For the Receiver to consider your offer, please advise when the outstanding balance of \$355,283.72 will be paid.

Kind Regards.

Nicole Carreau, CPA | Associate, The Bowra Group Inc. | www.bowragroup.com

Add: 1411 TD Tower, 10088 – 102 Avenue, Edmonton, AB T5J 2Z1
Dir: 780.705.0488 | Off: 780.809.1224 | Cell: 403.318.3842 | Fax: 780.705.1946 E: ncarreau@bowragroup.com

From: Mark <mark@deltavalley.ca>
Sent: Wednesday, December 1, 2021 2:49 PM
To: Nicole Carreau <ncarreau@bowragroup.com>
Cc: Luke <luke@deltavalley.ca>; Laura K <laurak@deltavalley.ca>
Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good morning Nicole

As per section 9 of the rental agreement, I would like to purchase unit 817 and 819 with the provision of 75% of the rental put forward to purchase as per agreement.

For some reason the CAT excavator does not have my signature as per the scrapers!

Please advise when the 2 scrapers are free and clear of any liens and I will provide my rental monies and any outstanding for the purchases.

Thanks
Mark Anderson

From: Nicole Carreau <ncarreau@bowragroup.com>
Sent: Tuesday, November 23, 2021 2:47 PM
To: Mark <mark@deltavalley.ca>
Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good Afternoon Mark,

Please find attached copies of the equipment rental agreements.

Kind Regards.

Nicole Carreau, CPA | Associate, The Bowra Group Inc. | www.bowragroup.com

Add: 1411 TD Tower, 10088 – 102 Avenue, Edmonton, AB T5J 2Z1
Dir: 780.705.0488 | Off: 780.809.1224 | Cell: 403.318.3842 | Fax: 780.705.1946 E: ncarreau@bowragroup.com

From: Mark <mark@deltavalley.ca>
Sent: Monday, November 22, 2021 10:00 AM
To: Nicole Carreau <ncarreau@bowragroup.com>
Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good morning Nicole

Before I comment any further, can I get the rental agreements for the said equipment for those outstanding balances that you show please.

Thanks
Mark

From: Nicole Carreau <ncarreau@bowragroup.com>
Sent: Friday, November 12, 2021 5:10 PM
To: Mark <mark@deltavalley.ca>
Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good Afternoon Mark,

Thank you for the breakdown regarding the rental of the various equipment. Unfortunately, the books and records of Shamrock show otherwise.

As per the attached Statement of Account, the outstanding balance owing is \$355,283.72. Additionally, all invoices are attached for your review.

Please let me know how you would like to settle the outstanding balance. If an adequate settlement is not proposed, we reserve the right to seek alternative collection methods including registration of lien rights and litigation.

Looking forward to your response.

Kind Regards.

Nicole Carreau, CPA | Associate, The Bowra Group Inc. | www.bowragroup.com

Add: 1411 TD Tower, 10088 – 102 Avenue, Edmonton, AB T5J 2Z1

Dir: 780.705.0488 | Off: 780.809.1224 | Cell: 403.318.3842 | Fax: 780.705.1946 E: ncarreau@bowragroup.com

From: Mark <mark@deltavalley.ca>

Sent: Monday, November 8, 2021 10:08 AM

To: Nicole Carreau <ncarreau@bowragroup.com>

Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good Morning Nicole

After some digging and discussions with Luke and Kyle I have come up with the following

- A) 2014 CAT 336 hydraulic excavator
 - We received machine on June 26 at our site in Beaumont
 - Luke had our driver Joaquin move the excavator Aug 3 to highway 21. I believe the new client it went to was bobby Gill trucking as per kyle, and that's all I know at this time with that piece of equipment

- B) 2 CAT 627F Scapersone is 1999 and the other is 1998 model year
 - Received scapers May27
 - Engine blew on one of the scapers June 1, shamrock ended up swapping out that scraper with a different on June 5
 - Used those 2 scapers until July 15.
 - Asked kyle to return the scapers to shamrock then.
 - Kyles response was that he wanted to let the scapers sit until delta valley had heard back about building a snake pit at the site .
 - July 23 it was confirmed from the engineer and town of Beaumont that the snake pit would not be built.
 - Luke asked Kyle to return scapers back to shamrock on July 24, kyle confirmed that we would not be charged after that date and would be taken off rent
 - Scapers sat at our jobsite then for some reason until October without being used.
 - Kyle confirmed 1 scraper was used in August for approx.. 30-40 hrs

Please call regarding the remaining invoicing and rental buyback option I had on those scapers

Thanks

Mark Anderson

President

From: Nicole Carreau <ncarreau@bowragroup.com>

Sent: Tuesday, November 2, 2021 5:18 PM

To: Mark <mark@deltavalley.ca>

Subject: RE: Shamrock Valley Enterprises Ltd. - Receivership

Good Afternoon Mark,

As per our discussion, please find my contact information below.

Kind Regards.

Nicole Carreau, CPA | Associate, The Bowra Group Inc. | www.bowragroup.com

Add: 1411 TD Tower, 10088 – 102 Avenue, Edmonton, AB T5J 2Z1

Dir: 780.705.0488 | Off: 780.809.1224 | Cell: 403.318.3842 | Fax: 780.705.1946 E: ncarreau@bowragroup.com

From: Mark <mark@deltavalley.ca>

Sent: Tuesday, November 2, 2021 10:44:29 AM

To: Devron Penney <dpenney@bowragroup.com>

Subject: FW: Shamrock Valley Enterprises Ltd. - Receivership

Hi Penney

Thank you for reaching out regarding shamrock Valley, please call me at 780 446-4777

Thanks

Mark Anderson

President

From: Luke <luke@deltavalley.ca>

Sent: Thursday, October 21, 2021 4:01 PM

To: Mark <mark@deltavalley.ca>

Subject: Fwd: Shamrock Valley Enterprises Ltd. - Receivership

Luke Pickett - General Manager

T: [780.435.1887](tel:780.435.1887) | C: [780.934.1471](tel:780.934.1471)

Luke [@deltavalley.ca](mailto:luke@deltavalley.ca)

Begin forwarded message:

From: Devron Penney <dpenney@bowragroup.com>

Date: October 21, 2021 at 3:52:24 PM MDT

To: Luke <luke@deltavalley.ca>

Subject: Shamrock Valley Enterprises Ltd. - Receivership

Good afternoon,

Please find attached correspondence relating to the above noted Receivership.

Kind regards,

Devron Penney | Corporate Insolvency Administrator | The Bowra Group Inc. |

www.bowragroup.com<<http://www.bowragroup.com/>>

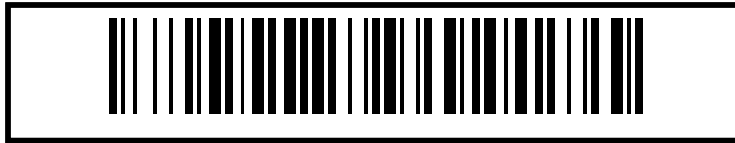
Add: 1411 TD Tower, 10088 – 102 Avenue, Edmonton, AB T5J 2Z1

Dir: 587.520.1615 | Fax: 780.705.1946 | Email: dpenney@bowragroup.com

The information contained in this communication is confidential, may be privileged and is intended for the exclusive use of the above named addressee(s). If you are not the intended recipient(s), you are expressly prohibited from copying, distributing, disseminating, or in any other way using any information contained within this communication. If you have received this communication in error please contact the sender by telephone or by response via mail. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses.

APPENDIX Q

Copies of the lien Document Registration Requests



Do not write or staple in the above barcoded area

DRR #: C007ISK Version #: 1 Access Code: 24885

Document Registration Request

Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

Box 2380 Edmonton
Alberta T5J 2T3
Telephone (780) 427-2742

Name: **PARLEE MCLAWS LLP**

Create Date: **2021-11-08**

Address: **1700 ENBRIDGE CENTRE
10175 - 101 STREET NW
EDMONTON, ALBERTA
T5J0H3**

Account or Party Code: **A060127**

Return By Call Box

Call Box Number: **E112**

Customer File Number:

75782-12

Name of Requester:

RAYNE

Last Registration Number:

Telephone Number:

780-423-8152

Email Address:

rprins@parlee.com

Customer's Special Instructions:

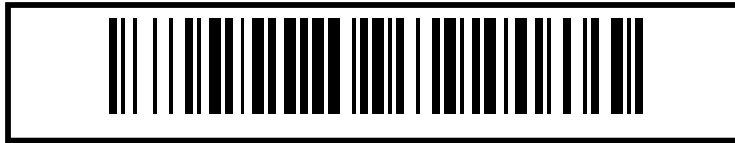
No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	BUILDERS LIEN	172042804		

This DRR will not appear in the Pending Registration Queue (PRQ) until Land Titles receives a printed copy of this DRR with the original documents or the RR is electronically submitted through Alberta Land Titles Online (ALTO). Please note that any errors or omissions may result in loss of priority in the PRQ.

This information is being collected for the purposes of land titles records in accordance with the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information And Protection of Privacy Co-ordinator for Service Alberta, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

Refunds of overpayments will not be issued if less than \$5.00.



Do not write or staple in the above barcoded area

DRR #: C007XVL Version #: 1 Access Code: 21902

Document Registration Request

Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

Box 2380 Edmonton
Alberta T5J 2T3
Telephone (780) 427-2742

Name: **PARLEE MCLAWS LLP**

Create Date: **2021-11-23**

Address: **1700 ENBRIDGE CENTRE
10175 - 101 STREET NW
EDMONTON, ALBERTA
T5J0H3**

Account or Party Code: **A060127**

Return By Call Box

Call Box Number: **E112**

Customer File Number:

75782-12

Name of Requester:

RAYNE

Last Registration Number:

Telephone Number:

780-423-8152

Email Address:

rprins@parlee.com

Customer's Special Instructions:

No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	BUILDERS LIEN	4;24;50;32;NW		

This DRR will not appear in the Pending Registration Queue (PRQ) until Land Titles receives a printed copy of this DRR with the original documents or the RR is electronically submitted through Alberta Land Titles Online (ALTO). Please note that any errors or omissions may result in loss of priority in the PRQ.

This information is being collected for the purposes of land titles records in accordance with the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information And Protection of Privacy Co-ordinator for Service Alberta, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

Refunds of overpayments will not be issued if less than \$5.00.

APPENDIX R

A copy of the Parlee demand letter issued on February 1, 2022

February 1, 2022

STEVEN A ROHATYN
DIRECT DIAL: 780.423.8177
DIRECT FAX: 780.423.2870
EMAIL: srohatyn@parlee.com
OUR FILE #: 75782-12/SRO

Delta Valley Landscaping & Lawn Services Ltd.
Box 76012 RPO Southgate
Edmonton, AB T6H 5Y7

Via Email (luke@deltavalley.ca)

Attention: Accounts Payable

Dear Sir/Madam:

Re: Balance due to Shamrock Valley Enterprises Ltd. (“Shamrock”)

We are the solicitors for The Bowra Group Inc., the Receiver and Manager (the “Receiver”) of Shamrock appointed pursuant to the Order of the Alberta Court of Queen’s Bench.

By letter dated October 21, 2021, the Receiver wrote to Delta Valley to advise of the foregoing, and to further advise that Shamrock’s books and records reveal that the following invoices rendered for services provided to Delta Valley remain outstanding:

IN056521 – 07/28/21	\$27,825.00
IN056522 – 07/28/21	\$27,825.00
IN056523 – 07/28/21	\$16,800.00
IN056568 – 08/23/21	\$16,800.00
IN056607 – 08/30/21	\$23,625.00
IN056608 – 08/30/21	\$23,625.00
IN056654 – 09/17/21	\$16,800.00
IN056685 – 09/30/21	\$27,825.00
IN056686 – 09/30/21	\$27,825.00
IN056701 – 09/30/21	\$7,103.72
IN056722 – 10/12/21	\$27,825.00
IN056723 – 10/12/21	\$27,825.00
IN056725 – 10/12/21	\$27,825.00
IN056726 – 10/12/21	\$27,825.00
IN056727 – 10/12/21	\$12,180.00
IN056728 - 10/12/21	\$7,875.00
IN056729 – 10/12/21	\$7,875.00
TOTAL	\$355,283.72

Copies of the above-noted invoices are enclosed for your reference. We hereby demand payment of the same forthwith, but in any event within 15 days of the date of this letter, failing which the Receiver is entitled, on Shamrock’s behalf, to pursue all remedies available towards the recovery

of the amount outstanding. Please note in that regard that builders' liens have been submitted for registration at the Land Titles Office, pursuant to which it is alleged that the services described in certain of the invoices constitute work done on or in respect of an improvement to the subject lands.

Payment may be made by cheque made payable to "The Bowra Group Inc. Receiver of Shamrock Valley Enterprises Ltd." and delivered to the attention of Nicole Carreau at the following address:

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

Any payment made on the condition that proceedings be delayed will be returned. A payment made without condition will be applied to the amount outstanding but will not entitle Delta Valley to any delay from further action.

Please contact either the undersigned or Ms. Carreau should you have any questions.

Yours truly,

PARLEE McLAWS LLP

A handwritten signature in black ink, appearing to read 'S. Rohatyn', is written over the printed name of Steven A. Rohatyn.

STEVEN A. ROHATYN



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056521**

P.O. #

Date: 28/07/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 26-July 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056522**

P.O. #

Date: 28/07/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 26-July 26, 2021 1999 CAT 627 F Scraper - S/N: 1DL00532 - Hours: 2768	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056523**
 P.O. #
 Date: 28/07/2021
 Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	June 15-July 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/N: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056568**

P.O. #

Date: 23/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 16 - August 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/N: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:

Subtotal	16,000.00
GST @ 5% GST #104816277	800.00
TOTAL	16,800.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056607**

P.O. #

Date: 30/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 27-August 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:	Subtotal	22,500.00
	GST @ 5% GST #104816277	1,125.00
	TOTAL	23,625.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056608**

P.O. #

Date: 30/08/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	July 27-August 26, 2021 1999 CAT 627F Scraper - S/N: 1DL00532 - Hours: 2768 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:

Subtotal	22,500.00
GST @ 5% GST #104816277	1,125.00
TOTAL	23,625.00

"If you spend your whole life waiting for the storm, you'll never enjoy the sunshine!"



P.O. Box 505
 Elk Point, Alberta T0A 1A0
 Tel: (780)724-3177
 Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056654**

P.O. #

Date: 17/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 16 - September 15, 2021 2014 CAT 336EL Hydraulic Excavator - S/M: CAT0336EEFJH01438 - Hours: 8431	1.00	EA	16,000.00	16,000.00

Comments:	Subtotal	16,000.00
	GST @ 5% GST #104816277	800.00
	TOTAL	16,800.00

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 Fax: (780)724-2280

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 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: **IN056685**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 27-September 26, 2021 1998 CAT 627F Scraper - S/N: 1DL00342 - Hours: 8089	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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 Box 76012
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 Edmonton, AB T6H5Y7

Invoice Number: **IN056686**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	August 27-September 26, 2021 1999 CAT 627F Scraper - S/N: 1DL00532 - Hours: 2768	1.00	EA	26,500.00	26,500.00

Comments:

Subtotal	26,500.00
GST @ 5%	1,325.00
GST #104816277	
TOTAL	27,825.00

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 Edmonton, AB T6H5Y7

Invoice Number: **IN056701**

P.O. #

Date: 30/09/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
FIELD	September 23, 2021 * MN628 Equipment mobilization	1.00	EACH	6,765.45	6,765.45

Comments:	Subtotal	6,765.45
	GST @ 5% GST #104816277	338.27
	TOTAL	7,103.72

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 Edmonton, AB T6H5Y7

Invoice Number: IN056722

P.O. #

Date: 12/10/2021

Cust# DEL103

810

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	October 2021 <i>Sept. 23 - Oct. 23</i> 1998 CAT 627F Scraper - S/N: 1DL00703 - Hours: 28017	1.00	EA	26,500.00	26,500.00

Comments:

Subtotal	26,500.00
GST @ 5%	1,325.00
GST #104819277	
TOTAL	27,825.00

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 Fax: (780)724-2280

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Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: IN056723

P.O. #

Date: 12/10/2021

Cust# DEL103

812

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	October 2021 <i>Sept 23 - Oct 23</i> 1999 CAT 627F Scraper - S/N: 1DL00740 - Hours: 37010	1.00	EA	26,500.00	26,500.00

Comments:

Subtotal	26,500.00
GST @ 5% GST #R04816277	1,325.00
TOTAL	27,825.00

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Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: IN056725
 P.O. #
 Date: 12/10/2021
 Cust# DEL103

819

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	September 27-October 27, 2021 1999 CAT 627F Scraper - S/N: 1DL00532	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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 Fax: (780)724-2280

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Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
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Invoice Number: IN056726
 P.O. #
 Date: 12/10/2021
 Cust#: DEL103

821

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	September 27-October 27, 2021 1998 CAT 627F Scraper - S/N: 1DL00342	1.00	EA	26,500.00	26,500.00

Comments:	Subtotal	26,500.00
	GST @ 5% GST #104816277	1,325.00
	TOTAL	27,825.00

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SHAMROCK VALLEY ENT. LTD.

P.O. Box 505
Elk Point, Alberta T0A 1A0
Tel: (780)724-3177
Fax: (780)724-2280

"Family owned and Operated since 1985"

Sold To: Delta Valley Landscaping & Lawn Services Ltd.
Box 76012
RPO Southgate
Edmonton, AB T6H5Y7

Invoice Number: IN056727

P.O. #

Date: 12/10/2021

Cust# DEL103

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
FIELD	October 27, 2021 Demobilization of scrapers back to Elk Point	4.00	EACH	2,500.00	10,000.00
FIELD	Permits to haul scrapers	4.00	EACH	400.00	1,600.00

Comments:

Subtotal	11,600.00
GST @ 5%	580.00
GST #R04916277	
TOTAL	12,180.00

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 Tel: (780)724-3177
 Fax: (780)724-2280

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Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: IN056728
 P.O. #
 Date: 12/10/2021
 Cust#: DEL103

810

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	October 24-October 27, 2021 1998 CAT 627F Scraper - S/N: 1DL00703	1.00	EA	7,500.00	7,500.00

Comments:	Subtotal	7,500.00
	GST @ 5% GST #104316277	375.00
	TOTAL	7,875.00

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 Tel: (780)724-3177
 Fax: (780)724-2280

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Sold To: Delta Valley Landscaping & Lawn Services Ltd.
 Box 76012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: IN056729

P.O. #

Date: 12/10/2021

Cust# DEL103

812

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	October 24-October 27, 2021 1999 CAT 627F Scraper - S/N: 1DL00740	1.00	EA	7,500.00	7,500.00

Comments:	Subtotal	7,500.00
	GST @ 5% GST #R104816277	375.00
	TOTAL	7,875.00

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APPENDIX S

A copy of the letter issued by Parlee dated
February 25, 2022

February 25, 2022

STEVEN A ROHATYN
DIRECT DIAL: 780.423.8177
DIRECT FAX: 780.423.2870
EMAIL: srohatyn@parlee.com
OUR FILE #: 75782-12

Glenora Law Office
10435 142 Street
Edmonton, AB T5N 2P4

Via Facsimile and Email

Attention: Michael Furman

Dear Sir:

Re: Shamrock Valley Enterprises Ltd. (“Shamrock”) – in Receivership
Your Client: Delta Valley Landscaping & Lawn Services Ltd. (“Delta Valley”)

I write further to our recent discussions relating to the five Equipment Rental Agreements (the “Agreements”) variously entered into between Shamrock, as lessor, and Delta Valley, as lessee, in the spring/summer of 2021.

Specifically, you have advised that Delta Valley considers the options to purchase contained at Article 9 of two of the Agreements (the “Options”), being those relating to two 1998 Caterpillar 627F Scrapers (the “Scrapers”), to have been validly exercised by your client.

The relevant provisions of the Agreements relating to the Scrapers (the “Scraper Agreements”) can be summarized as follows:

- Pursuant to Article 2, all rentals are due and payable to Shamrock immediately after the date of invoicing;
- Shamrock agreed, pursuant to Article 9, to grant the Options permitting Delta Valley to purchase the Scrapers for the fair market value ascribed to them at the time of signing. Delta Valley, in exercising the Options, was to provide written notice of that intention. Shamrock, upon receipt of such notice, is to credit 75% of the rent paid and yet to be paid, excluding GST, towards the purchase price (the “Credit”);
- Also pursuant to Article 9, the Credit shall be forfeited by Delta Valley in the event of default under the Agreements;
- Pursuant to Article 10, it was understood and agreed that the Agreements constitute the entire agreement between the party, and that no other agreements of any kind, verbal or otherwise, will be recognized unless in writing and executed by an authorized officer of Shamrock.

The Receiver acknowledges having received written notice of Delta Valley’s intention to exercise of the Options by way of your client’s email dated December 1, 2021. We therefore agree that the Options were validly exercised in accordance with Article 9 of the Scraper Agreements.

However, we further consider the Scraper Agreements to be in default such that the Credit has been forfeited. At the latest, your client received invoices relating to the rentals outstanding under the Scraper Agreement (the "Invoices") under cover of our client's letter demanding payment thereof dated October 21, 2021, rendering the Invoices immediately due and payable in accordance with Article 2. Payment of the Invoices was not tendered to the Receiver prior to the exercise of the Options, or at all. The Scraper Agreements clearly were and remain in default.

In exercising the Options your client is therefore obliged to tender the full purchase price it agreed to pay under the Scraper Agreements, being the total sum of \$420,000.00. On behalf of our client we accordingly demand that Delta Valley tender payment of the full purchase price on or before March 7, 2022, failing which our client will consider Delta Valley to be in repudiation of the Options, which repudiation will thereafter be accepted without further advance notice, and in the event of which our client will be at liberty to take steps towards the mitigation of the resulting damages that will have been sustained by Shamrock's estate. We further hereby demand that Delta Valley tender payment of all rentals outstanding under all of the Agreements, which total \$355,283.72.

Should Delta Valley fail to deliver full payment as demanded herein our client reserves, on Shamrock's behalf, the right to pursue all remedies available at law towards the recovery of all amounts outstanding under the Agreements, including but not limited to all damages arising as a result of Delta Valley's breach of the Options.

Yours truly,

PARLEE McLAWS LLP

A handwritten signature in black ink, appearing to read 'S. Rohatyn', is written over the printed name of Steven A. Rohatyn.

STEVEN A. ROHATYN

Cc: client

APPENDIX T

A copy of the letter issued by Parlee dated
March 4, 2022

March 4, 2022

STEVEN A ROHATYN
DIRECT DIAL: 780.423.8177
DIRECT FAX: 780.423.2870
EMAIL: srohatyn@parlee.com
OUR FILE #: 75782-12

Glenora Law Office
10435 142 Street
Edmonton, AB T5N 2P4

Via Facsimile and Email

Attention: Michael Furman

Dear Sir:

Re: Shamrock Valley Enterprises Ltd. (“Shamrock”) – in Receivership
Your Client: Delta Valley Landscaping & Lawn Services Ltd. (“Delta Valley”)

In reply to yours dated March 3, we enclose copies of the Document Registration Requests (a “DRR”) separately submitted in connection with the liens referenced therein.

As you know, effective April 1, 2021, the process for all land titles registrations in Alberta underwent significant changes as part of the government’s “Red Tape Reduction” efforts. Section 14.1 of the *Land Titles Act* now creates a “pending registration queue.” Builders’ liens are no longer registered on the day they are submitted, contrary to past practice, but are instead guaranteed priority based on the date of submission.

The DRR relating to the Beaumont land was submitted on November 8, 2021 (the “Beaumont Lien”), while the DRR relating to the Goldman land was submitted on November 23, 2021 (the “Goldman Lien”, but collectively the “Liens”). We understand that the equipment giving rise to the Beaumont Lien left that site on or about September 26, 2021, while that giving rise to the Goldman Lien left that site on or about October 27, 2021. Clearly neither of the Liens was registered out of time as suggested in your correspondence. We confirm as well that the amount claimed in each of the Liens relates only to rentals accruing due within the applicable lien periods.

As requested during our recent call, I further confirm that we are prepared to consent to Orders in the Court’s template form directing their discharge upon payment of alternate security in accordance with s. 48 of the *Builders’ Lien Act*. If you wish to avoid any delays that might be associated with the payment of security into Court (as contemplated under the template Order) we are prepared to agree to amendments to the template sufficient to ensure the discharge of the Liens upon payment of the security into our firm’s trust account. I look forward to receiving draft forms of Order should your client wish to proceed in this fashion.

Yours truly,

PARLEE McCLAWS LLP



STEVEN A. ROHATYN

Cc: client

APPENDIX U

A copy of the letter issued by Parlee dated
March 9, 2022

March 9, 2022

STEVEN A ROHATYN
DIRECT DIAL: 780.423.8177
DIRECT FAX: 780.423.2870
EMAIL: srohatyn@parlee.com
OUR FILE #: 75782-12

Glenora Law Office
10435 142 Street
Edmonton, AB T5N 2P4

Via Facsimile and Email

Attention: Michael Furman

Dear Sir:

Re: Shamrock Valley Enterprises Ltd. (“Shamrock”) – in Receivership
Your Client: Delta Valley Landscaping & Lawn Services Ltd. (“Delta Valley”)

I write further to the telephone call I received from you at approximately 2:00 p.m. on the date of this letter. You advised during that call that your client intends to apply as early as March 14 for an Order enjoining the sale of the two Caterpillar scrapers that have been the subject of our recent exchange of correspondence.

Delta Valley has long been aware that the scrapers were directed to be auctioned pursuant to a Sale Approval and Vesting Order granted by the Court on December 15, 2021. You in fact advised that your client at one stage considered bidding on the scrapers via the auction. As it's aware, that auction is scheduled to commence on March 14.

Our position has been clear throughout that Delta Valley's option to purchase the scrapers was validly exercised, but that it forfeited its persistent claim to a credit to the purchase price payable thereunder by reason of its clear default under the Equipment Rental Agreements. On February 25 we demanded that your client tender the full purchase price payable in respect of the options by no later than March 7, failing which our client would consider yours to be in repudiation thereof, which repudiation we advised would be accepted without further advance notice. Delta Valley failed to tender the purchase price in breach of its obligations under the options notwithstanding that our client was ready, willing, and able to comply with its obligations had that occurred.

Your client may have disagreed with our foregoing position concerning the rights and obligations of the parties. If so, it was incumbent upon Delta Valley to take immediate steps to apply for injunctive relief in advance of March 7. Issues relating to the balance of convenience aside, which we say weighs heavily in favour of Shamrock, we further fail to see the basis upon which it might be argued that Delta Valley will suffer irreparable harm if injunctive relief is not granted.

Should your client be inclined to nonetheless proceed with its threatened application we note that there is time available before The Honourable Mr. Justice Dunlop, sitting on the Commercial List,

on Monday afternoon. Given that the auction commences that day, we would ask that your office tend to scheduling arrangements with the Commercial Coordinator without further delay.

Yours truly,

PARLEE McLAWS LLP

A handwritten signature in black ink, appearing to read 'S. Rohatyn', is positioned over the firm name.

STEVEN A. ROHATYN

Cc: client