

COURT FILE NO. 2103 10970
 COURT Court of Queen's Bench of Alberta
 JUDICIAL CENTRE Edmonton
 APPLICANT/RESPONDENT CANADIAN WESTERN BANK
 RESPONDENT SHAMROCK VALLEY ENTERPRISES LTD.
 APPLICANT DELTA VALLEY LANDSCAPING & LAWN SERVICES LTD.

Clerk's Stamp

DOCUMENT **AFFIDAVIT OF MARK ANDERSON on behalf of the Applicant, Delta Valley Landscaping & Lawn Services Ltd.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 GLENORA LAW OFFICE
 Michael L. Furman
 Barrister and Solicitor
 10435 - 142 Street
 Edmonton, Alberta T5N 2P4
 Telephone: (780)451-7889 Fax: (780)455-7558
 E-mail: michael.furman@shaw.ca
 Solicitor for the Applicant **File: 12568**

AFFIDAVIT OF: MARK ANDERSON
SWORN ON: March 10, 2022

I, MARK ANDERSON, of the City of Edmonton, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the President of the Applicant, Delta Valley Landscaping & Lawn Services Ltd. (hereinafter referred to as "Delta Valley"), and as such, have a personal knowledge of the matters hereinafter deposed to except where otherwise stated to be based upon information and belief in which case I verily believe the same to be true.
2. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a copy of the Lease for a 1998 Cat 627F Scraper, Serial No. 1DL00532.
3. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a copy of the Lease for a 1998 Cat 627F Scraper Serial No. 1DL00342.

4. Both Leases contained options to purchase.

5. I only received invoices on November 12, 2021 although some were dated earlier.

6. On behalf of the Applicant, I sent an e-mail to exercise the option in question on December 1, 2021. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the e-mail streams between myself and my contact with the Receiver acting for the Canadian Western Bank.

7. On December 6, 2021, I sent an explanatory e-mail to Nicole Careau as she had requested. I have provided my solicitor with a bank draft in the amount of \$450,000.00 with instructions to use those funds to purchase the scrapers or alternatively to pay the amount claimed by Canadian Western Bank to discharge the two (2) liens that they have now filed.

8. I did not receive a response until February 1, 2022. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a copy of the response received from Western Bank's lawyer together with the attached invoices.

9. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a copy of proof of registration on behalf of Delta Valley of Liens at the Personal Property Registry against the two (2) pieces of equipment in question.

10. With respect to CAT Scraper Serial No. 1DL00342, it was last used in Beaumont on August 5, 2021 and it sat at the job site for a month and a half. I had asked one of the principals of Shamrock Valley Enterprises Ltd. ("Shamrock"), to pick up the equipment. That was on August 5, 2021. Attached hereto and marked as **Exhibit "F"** to this my Affidavit is a copy of the text stream between myself and Kyle Nielson who was my main contact at Shamrock. The text confirms that the rent had stopped and they expected to pick up the vehicle shortly. However, they didn't until September 24, 2021.

11. On approximately September 23, 2021, I contacted Kyle Nielson and advised Kyle that I needed to use the scrapers for a small job in Nisku. The job started on September 24, 2021, and ended October 20, 2021.

12. Three (3) issues arose between myself and the Receiver, namely:
 - a) How much rent was actually owing;
 - b) Whether we were entitled to apply the rent that was paid to the purchase price;
 - c) What percentage of the rent paid should be applied against the purchase price
13. I dispute that the accounts were in arrears as alleged or at all. The Receiver is claiming rent for the period of time that the machine was left not used.
14. In addition, the Receiver is claiming that because the rent was arrears, the rent that was paid could not be applied against the purchase price.
15. First of all, we never received invoices until November 12, 2021.
16. All jobs that we work on, payment is made to suppliers within seven (7) days after payment is received from the client. This follows the Construction Association guidelines and I have been operating like this for 35 years.
17. Delta Valley has had a number of Leases with Shamrock this year and that is how we have operated with their knowledge and consent even though the paperwork might say otherwise. In fact, they never even charged interest on late payments unless the funds aren't paid within seven (7) days of Delta Valley being paid.
18. With respect to the third issue, the written Lease provides for application of 75 percent of the amount of the rent paid towards the purchase price. I, however, have an agreement with Murray Nielson, who is one of the owners of Shamrock, that they would accept 90 percent of my payments. This was discussed and agreed to in June of 2021.
19. I have provided my solicitor with a bank draft in the amount of \$450,000.00 with instructions to use those funds to facilitate the purchase of the scrapers if possible, or alternatively, to pay the amount claimed by Canadian Western Bank to discharge the two (2) Liens that have been filed.
20. I believe that the Lien against the Beaumont property was filed at least 46 days late if you count from the date of pick up. However, if you look at the date of use, it wasn't even close to the 45 day Lien period.

21. By filing the two (2) Liens, Canadian Western Bank's actions have resulted in Delta Valley not receiving payment in the amount of approximately \$800,000.00 from the Town of Beaumont. The second Lien that was filed on November 23, 2021, and only came to my attention last week will result in that project coming to a standstill shortly and definitely a delay in my next progress payment which should be approximately \$400,000.00.

22. I am in the position to tender the balance of the amount owing under the option if the court confirms that my Lien and option are valid and directs the Receiver to sell the property to me as requested in my court Application.

23. As matters stand, I now have to rent and/or purchase equipment to replace the equipment that is the subject matter of this claim and that represents some of Delta Valley's damages which are ongoing.

24. I do not believe that it is fair in these circumstances to allow the equipment to proceed to auction notwithstanding there was an Order directing the same. I was not aware that the auction was directed by Order until my lawyer was advised. My lawyer wasn't even retained until February 9, 2022.

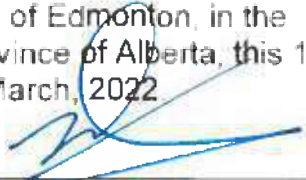
25. I believe I will be suffering irreparable harm if the equipment is sold at auction because I am advised by my solicitor and do verily believe it would be difficult to determine my actual damages.

26. I make this Affidavit in support of an Application for the following relief:

- a) An Order discharging the two (2) Builders Liens filed by the Canadian Western Bank's Receiver upon payment into court the entire amount of the two (2) Liens;
- b) An Order declaring the Lien of the Applicant, Delta Valley, filed at the Personal Property Registry against the two (2) pieces of equipment, namely, the 1998 CAT 627F Scraper Serial No. 1DL00342, and the 1998 CAP 627F Scraper Serial No. 1DL00532, to be valid;
- c) An Order directing Canadian Western Bank through its Receiver to sell the equipment to the Applicant, Delta Valley;
- d) An Order to set the amount payable by Canadian Western Bank to the Receiver to complete the purchase of the equipment;
- e) Alternatively, for an Order for a mandatory injunction to remove the said two (2) pieces of equipment from the auction scheduled for March 18, 2022;
- f) An Order abridging the time period for notice of this Application;

g) Costs.

SWORN BEFORE ME at the)
City of Edmonton, in the)
Province of Alberta, this 10th day)
of March, 2022)



_____)
A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA



_____)
MARK ANDERSON

MICHAEL L. FURMAN
BARRISTER & SOLICITOR

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:

Sharnack 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, RFO Southgate
 Edmonton, AB. T6H 5V7
 Phone: (780) 435-1887
 - hereinafter called "the Customer"

This is Exhibit "A" referred to in the Affidavit of Mark Anderson
 Sworn before me this 10 day of March A.D., 2022

 A Commissioner for Oaths
 in and for Alberta

The Supplier and Customer have mutually agreed as follows:

- 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.
- The Supplier shall deliver the equipment on or about May 26, 2021 free on board to Decmont Alberta in good condition and working order, for shipment to the Customer.
- The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
- This Agreement will be interpreted according to the laws of the province of Alberta.

MICHAEL L. FURMAN
BARRISTER & SOLICITOR

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 11L00532		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.

- Overdue payments;
- Rate;
- Current hour meter reading;
- 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: _____ Customer: [Signature]
 By _____ By _____

General Conditions

- 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 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 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

Shamrock 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 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 there than in the manner and for the use contemplated by Shamrock 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 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 manner 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 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 committed by the Renter or if the Renter terminates the Lease after written notice or 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.

817

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: 780-724-3180
- hereinafter called "the Supplier"

&
Delta Valley Landscaping
P.O. Box 76912, RPO Southgate
Edmonton, AB. T6H 5Y7
Phone: (780) 435-1887
- hereinafter called "the Customer"

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

Mark Andersson
Sworn before me this 10 day
of March A.D. 2022

A Commissioner for Oaths
in and for Alberta

The Supplier and Customer have mutually agreed as follows:

- 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
- 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.
- The Customer declares that the Company or Agent carrying their insurance will be covering the equipment whilst in the Customer's possession.
- This Agreement will be interpreted according to the laws of the province of Alberta.

MICHAEL L. FURMAN
BARRISTER & SOLICITOR

DETAILS OF EQUIPMENT

Items of Equipment	Value of Equip.	Rental Period	Rental Rate
1998 CAT 627H Scraper	\$210,000.00	Monthly	\$26,500.00
S/N 1D1.00342		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.

- Overdue payments;
- Rate;
- Current hour meter reading;
- 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's: [Signature]
By _____ By _____

General Conditions

- 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 including 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 (hereafter 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 interest 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 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 Lessee as set forth in clauses 1, 2, 3, 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 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 there than in the manner and for the use contemplated by Shamrock 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 subjected 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 manner 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 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 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 committed by the Renter or if the Renter terminates the Lease after written notice or 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.

Michael Furman

From: Mark <mark@deltavalley.ca>
Sent: February 9, 2022 10:27 AM
To: *Michael Furman (michael.furman@shaw.ca); Mark
Subject: FW: Shamrock Valley Enterprises Ltd. - Receivership

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

This is Exhibit "C" referred to in the Affidavit of
Mark Andersson
Sworn before me this 10 day
of March A.D., 2022
[Signature]
A Commissioner for Oaths
in and for Alberta

MICHAEL L. FURMAN
BARRISTER & SOLICITOR

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 34,800.00 still owing for complete payout of said unit plus the 101,500.00.

B) Unit 817 1993 CAT 627 scraper S?N 1DL00342

- May 31 invoice 056324..... 26,500.00 paid
- July 23 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: 780.609.1224 | 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 25 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 Scrapers (one is 1999 and the other is 1998 model year)
- Received scrapers May 27
 - Engine blew on one of the scrapers June 1, Shamrock ended up swapping out that scraper with a different one June 5
 - Used those 2 scrapers until July 15.
 - Asked Kyle to return the scrapers to Shamrock then.
 - Kyle's response was that he wanted to let the scrapers 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 scrapers back to Shamrock on July 24, Kyle confirmed that we would not be charged after that date and would be taken off rent
 - Scrapers 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 scrapers

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

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

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February 1, 2022

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

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

Attention: Accounts Payable

Dear Sir/Madam:

MICHAEL L. FURMAN
BARRISTER & SOLICITOR

Via Email (luke@deltavalley.ca)
This is Exhibit "D" referred to in the
Affidavit of
Mark Anderson
Sworn before me this 10 day
of March A.D., 20 22
[Signature]
Commissioner for Oaths
in and for Alberta

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

f 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:

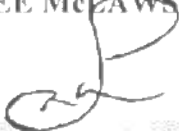
The Bowra Group Inc.
1411 TD Tower, 10088 - 102 Avenue NW
Edmonton, AB T5J 2Z1

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.

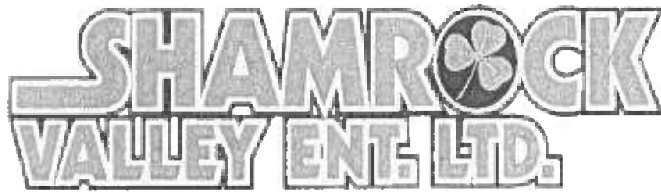
Please contact either the undersigned or Ms. Carreau should you have any questions.

Yours truly,

PARLEE McLAWS LLP



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%	1,325.00
GST #R14818277	
TOTAL	27,825.00

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P.O. Box 505
 Elk Point, Alberta T8A 1A0
 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: IN056522
 P.O. #
 Date: 29/07/2021
 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 #R04816277	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

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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%	800.00
	GST #104015277	
	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

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

Invoice Number: IN056566
 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%	800.00
	GST #R04816277	
	TOTAL	16,800.00

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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: 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: 1Dt00532 - Hours: 2768 * 3 weeks as per Murry	3.00	EA	7,500.00	22,500.00

Comments:	Subtotal	22,500.00
	GST @ 6%	1,125.00
	GST #R104816277	
	TOTAL	23,625.00

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 Elk Point, Alberta T0A 1A0
 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: 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 #104610277	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

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

Invoice Number: IN056585
 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%	1,325.00
	GST #R04816277	
	TOTAL	27,825.00

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P.O. Box 505
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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: 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 CAT627F 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
	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: 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 #R94818277	
	TOTAL	7,103.72

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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: IN056722

P.O. #

Date: 12/10/2021

Cust# DEL103

810

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	October 2021 - 10/01/21 - 10/25/21 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 #104816277	
				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 78012
 RPO Southgate
 Edmonton, AB T6H5Y7

Invoice Number: IN056723

P.O. #

Date: 12/10/2021

Cust# DEL103

819

Item No.	Description/Comments	Quantity	UOM	Unit Price	Amount
RENTAL	October 2021 301 23-01-05 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%	1,325.00
GST #104818277	
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: IN056725
 P.O. #
 Date: 12/10/2021
 Cust# DEL103

89

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%	1,325.00
GST #104816277	
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 T6H 5Y7

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%	1,325.00
GST #104818277	
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: 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% GST #104816277	580.00
	TOTAL	12,180.00

"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: 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 #R04818277	375.00
	TOTAL	7,875.00

"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: IN056729
P.O. #
Date: 12/10/2021
Cust# DEL103

212

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%	375.00
GST #104816277	
TOTAL	7,875.00

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

Security Agreement

Control #: F07199266

Registration Date: 2022-Mar-04

Registration #: 22030418206

The Registration Term is 1 Year

This Registration Expires at 11:59 PM on 2023-Mar-04

Debtor(s)

Block

- 1 SHAMROCK VALLEY ENTERPRISES LTD. c/o 1700, 10175 - 101 Street Edmonton, AB T5J 0H3

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

Mary Andersson

Sworn before me this 10 day

of March A.D. 2022

A Commissioner for Oaths in and for Alberta

MICHAEL L. FURMAN BARRISTER & SOLICITOR

Secured Party / Parties

Block

- 1 DELTA VALLEY LANDSCAPING & LAWN SERVICES LTD. C/O 10435 - 142 STREET Edmonton, AB T5N 2P4 Email: glenoralawoffice@shaw.ca

Collateral: Serial Number Goods

Table with 5 columns: Block, Serial Number, Year, Make and Model, Category. Contains 2 rows of vehicle data.

Collateral: General

Table with 2 columns: Block, Description. Contains 1 row: Lease and option to purchase.

End of Verification Statement

Amendment of Security Agreement

Control #: M07011120

Registration Date: 2022-Mar-10

Registration #: 22031020525

This Registration Expires at 11:59 PM on 2023-Mar-04

Latest Registration # is 22030418206.

First Current Debtor is SHAMROCK VALLEY ENTERPRISES LTD..

First Current Secured Party is DELTA VALLEY LANDSCAPING & LAWN SERVICES LTD..

Deletions

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
1	1DL005332	1999	CAT 627 SCRAPER	MV - Motor Vehicle

Additions

Collateral: Serial Number Goods


<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>
3	1DL00532	1999	CAT 627 SCRAPER	MV - Motor Vehicle

End of Verification Statement

Michael Furman

From: Mark <mark@deltavalley.ca>
Sent: February 9, 2022 10:28 AM
To: Michael Furman (michael.furman@shaw.ca); Mark
Subject: FW: Scrapers off rent for august and sept up until sept 27

From: Mark <mark@deltavalley.ca>
Sent: Monday, December 6, 2021 1:52 PM
To: Nicole Carreau <ncarreau@bowragroup.com>
Subject: Scrapers off rent for august and sept up until sept 27



This is Exhibit " F " referred to in the
Affidavit of
Mark Anderson
Sworn before me this 10 day
of March A.D., 20 22
A Commissioner for Oaths
in and for Alberta

12:07



2 People



Yes please call them back

Tue, Jul 20, 3:29 PM

How long is that 210 in grießbach for? Just got some more grading in culvan

Thu, Aug 5, 3:54 PM

Mark Anderson



Do we still need the scrapers at West rec

No. They are off rent and should be moving soon

Mark Anderson



OK

Fri, Aug 20, 11:12 AM

Can I take this pad foot packer back to NC?

Kyle = Grading

Which one, are there still two rental pads?



Plus our xcmg

