

Action No. 1003 05560
Bankruptcy Action No. 24-115359

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE
BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED

AND THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF COW HARBOUR CONSTRUCTION LTD.

THIRTEENTH REPORT TO THE COURT
SUBMITTED BY DELOITTE & TOUCHE INC.
IN ITS CAPACITY AS MONITOR

July 20, 2010

INTRODUCTION AND PURPOSE OF THIS REPORT

1. On April 7, 2010, Cow Harbour Construction Ltd. (“CHC” or the “Company”) filed and obtained protection from its creditors under the *Companies’ Creditors Arrangement Act* (“CCAA”) pursuant to an Order rendered by this Honourable Court (the “Initial Order”).
2. The Initial Order provides, inter alia, for the following:
 - a. No proceeding or enforcement process in any court or tribunal shall be commenced or continued against or in respect of the Company or its property, or affecting the Company’s business operations and activities until and including May 3, 2010 (the “Stay Period”).
 - b. All persons having agreements with the Company for the supply of goods and services must continue to provide goods and services in the normal course of business.
 - c. No person shall discontinue, fail to honour, alter, interfere with, repudiate, resiliate, cancel, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Company, except with the written consent of the Company and the Monitor, or with leave of the Court.
 - d. The appointment of Deloitte & Touch Inc. (the “Monitor”) as monitor of the Company under the CCAA.
3. On April 29, 2010, the Court rendered a judgment extending the Initial Order and the Stay Period until May 21, 2010.
4. On May 21, 2010, the Court rendered a judgment extending the Initial Order and the Stay Period until June 4, 2010 (the “May 21 Order”).
5. In the May 21 Order, the Court also addressed the process for determining the characterization of leases for the purposes of section 11.01 of the CCAA. Pursuant to the May 21 Order, Monitor’s counsel was directed to circulate to all parties on the service list in the proceedings (the “Service List”) a list of those leases that it had classified as true leases thereby entitling the lessors under such leases to receive ongoing monthly payments pursuant to section 11.01 of the CCAA. Further pursuant to the May 21 Order, any party who claimed to have a true lease, but whose claim was not included in the Monitor’s classification, had until June 2, 2010 to advise Monitor’s counsel of its disagreement, failing which it was barred from thereafter asserting that its lease was

a true lease. According to the terms of the May 21 Order, Monitor's counsel circulated correspondence to the Service List identifying each lease which, in its view, constituted a true lease within the scope of section 11.01 of the CCAA. Numerous parties advised Monitor's counsel, on or before June 2, 2010, of their disagreement with the Monitor's characterization of their leases. On June 9, 2010, LiftCapital Corporation ("LiftCapital") advised Monitor's counsel that it disagreed with the Monitor's characterization of its lease. Although LiftCapital did not advise Monitor's counsel on or before the June 2, 2010 deadline, it should be noted that LiftCapital was not represented on the Service List. In total, the characterization of 58 leases were challenged by various lessors, 57 of those leases being challenged within the prescribed timeframe. These leases are referred to herein as the "Disputed Leases" and are listed in Appendix "A" hereto.

6. On June 4, 2010, the Court rendered a judgment extending the Initial Order and the Stay Period until July 6, 2010.
7. On July 6, 2010, the Court rendered a judgment extending the Initial Order and the Stay Period until July 23, 2010.
8. This Report ("Thirteenth Report") covers the characterization of the Disputed Leases.
9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars. Capitalized terms not defined in this Thirteenth Report are as defined in the previous reports of the Monitor.
10. Copies of the Monitor's Reports, including a copy of this Thirteen Report, the motion record in this CCAA Proceeding and further reports of the Monitor will be available on the Monitor's website at www.deloitte.com/ca/cowharbour. The Monitor has also established a toll free telephone number that is referenced on the Monitor's website so that parties may contact the Monitor if they have questions with respect to the Company's restructuring or the CCAA.

CHARACTERIZATION OF THE DISPUTED LEASES

11. Attached hereto in the following appendices are copies of the Disputed Leases:
 - a. Appendix "B" – Leases #17 and #18 with Caterpillar Financial Services Limited (assigned to AIG Commercial Equipment Finance Company);
 - b. Appendix "C" – Lease #21 with Caterpillar Financial Services Limited;

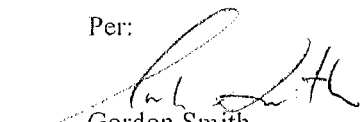
- c. Appendix "D" – Leases #30 and #173 with Concentra Financial;
- d. Appendix "E" – Lease #38 with AIG Commercial Equipment Finance Company;
- e. Appendix "F" – Lease #47 with Alter Moneta Corporation;
- f. Appendix "G" – Leases #133 and #134 with Bodkin Leasing Corporation;
- g. Appendix "H" – Lease #143 with LiftCapital Corporation;
- h. Appendix "I" – Lease #158 with De Lage Landen Financial Services Canada Inc.;
- i. Appendix "J" – Leases #168, #171, #174, #175 and #238 with Scott Capital Group Inc.;
- j. Appendix "K" – Leases #176 through #179 with Kempenfelt Leasing (a division of Equirex Vehicle Leasing 2007 Inc.);
- k. Appendix "L" – Leases #184 through #195 with Finning (Canada) (a division of Finning International Inc.);
- l. Appendix "M" – Leases #196 through #198 with Wajax Industries;
- m. Appendix "N" – Leases #200 through #219 with SMS Equipment Inc.;
- n. Appendix "O" – Leases #233 and #242 with Heavy Metal Equipment & Rentals and Dutchmen Equipment & Rentals Inc.;
- o. Appendix "P" – Lease #246 with National Leasing Group Inc.

The Monitor respectfully submits to the Court this Thirteenth Report.

Dated at Edmonton, this 20th day of July, 2010.

Deloitte & Touche Inc.
in its capacity as Monitor of
Cow Harbour Construction Ltd.

Per:



Gordon Smith
Senior Vice-President

APPENDIX "A"

DISPUTED LEASES

SUMMARY OF DISPUTED LEASES

Ref #	Account #	Lessor	Monthly Payment
17	26020	Caterpillar Financial (AIG)	\$ 21,372.84
18	26021	Caterpillar Financial (AIG)	\$ 21,372.84
21	26024	Caterpillar Financial	\$ 28,397.86
30	26035	Concentra Financial	\$ 35,224.79
38	26049	AIG Commercial Equipment	\$ 160,185.00
47	26065	Alter Moneta Corporation	\$ 26,777.34
133	26172	Bodkin Leasing Corporation	\$ 1,048.01
134	26173	Bodkin Leasing Corporation	\$ 1,048.01
143	26185	LiftCapital Corporation	\$ 13,161.00
158	26207	De Lage Landen Financial Services	\$ 150,000.00
168	26222	Scott Capital Group Inc.	\$ 10,469.00
171	26225	Scott Capital Group Inc.	\$ 18,183.83
173	26228	Concentra Financial	\$ 12,882.56
174	26231	Scott Capital Group Inc.	\$ 5,295.00
175	26232	Scott Capital Group Inc.	\$ 16,717.20
176	26233	Kempenfelt Leasing	\$ 4,122.95
177	26234	Kempenfelt Leasing	\$ 2,061.48
178	26235	Kempenfelt Leasing	\$ 2,061.48
179	26236	Kempenfelt Leasing	\$ 2,979.99
184		Finning (Canada)	\$ 90,000.00
185		Finning (Canada)	\$ 90,000.00
186		Finning (Canada)	\$ 90,000.00
187		Finning (Canada)	\$ 90,000.00
188		Finning (Canada)	\$ 160,000.00
189		Finning (Canada)	\$ 160,000.00
190		Finning (Canada)	\$ 160,000.00
191		Finning (Canada)	\$ 160,000.00
192		Finning (Canada)	\$ 160,000.00
193		Finning (Canada)	\$ 50,000.00
194		Finning (Canada)	\$ 50,000.00
195		Finning (Canada)	\$ 88,000.00
196		Wajax Industries	\$ 16,500.00
197		Wajax Industries	\$ 30,000.00
198		Wajax Industries	\$ 40,000.00
200	RE000001	SMS Equipment Inc.	\$ 1,100.00
201	RE000002	SMS Equipment Inc.	\$ 1,100.00
202	RE000003	SMS Equipment Inc.	\$ 1,100.00
203	RE000004	SMS Equipment Inc.	\$ 1,100.00
204	RE000005	SMS Equipment Inc.	\$ 1,100.00
205	RE000006	SMS Equipment Inc.	\$ 1,100.00
206	RE000007	SMS Equipment Inc.	\$ 2,100.00
207	RE000008	SMS Equipment Inc.	\$ 1,100.00
208	RE000009	SMS Equipment Inc.	\$ 1,100.00
209	RE000010	SMS Equipment Inc.	\$ 1,100.00
210	RE000011	SMS Equipment Inc.	\$ 1,100.00
211	RE000012	SMS Equipment Inc.	\$ 1,100.00
212	RE000013	SMS Equipment Inc.	\$ 1,100.00

213	RE000014	SMS Equipment Inc.	\$	1,100.00
214	RE000015	SMS Equipment Inc.	\$	1,100.00
215	RE000016	SMS Equipment Inc.	\$	1,100.00
216	RE000017	SMS Equipment Inc.	\$	1,100.00
217	RE000018	SMS Equipment Inc.	\$	1,100.00
218	RE000019	SMS Equipment Inc.	\$	1,100.00
219	RE000096	SMS Equipment Inc.	\$	2,200.00
233		Heavy Metal Equipment Rentals (Dutchmen Equipmen	\$	24,500.00
238		Scott Capital Group Inc.	\$	7,190.00
242		Heavy Metal Equipment Rentals (Dutchmen Equipmen	\$	20,000.00
246		National Leasing Group Inc.	\$	4,642.49
			\$	2,048,293.67

APPENDIX “B”

LEASES #17 AND #18 WITH

CATERPILLAR FINANCIAL SERVICES LIMITED
(assigned to AIG Commercial Equipment Finance Company)

CAT FINANCIAL LEASE AGREEMENT

LESSEE: COW HARBOUR CONSTRUCTION LTD.

LESSOR: CATERPILLAR FINANCIAL SERVICES LIMITED

ADDRESS: 316 MACKAY CRESCENT
FORT MCMURRAY, AB T9H 4E4

ADDRESS: 6735 11th Street NE
Suite 200
Calgary, Alberta T2E 7H9

Subject to the terms and conditions set forth below and on the reverse side hereof, Lessor, in reliance on Lessee's selection of the equipment described below (together with all attachments, accessories and optional features, whether or not installed, being the "Unit" or "Units"), agrees to acquire and lease the Unit(s) to Lessee, and Lessee agrees to hire and lease the Unit(s) from Lessor.

Unit(s)	Serial#	Monthly Rental Payment*	Purchase Price*	Max Hours Usage	Excess Hour Charge
D10T New	CAT0D10TKRJG00872	\$21,372.84	\$214,710.00	25000	\$51.29
CATERPILLAR TRACK TYPE TRACTOR COMPLETE WITH CATERPILLAR 10U BULLDOZER S/N BHP00623 AND CATERPILLAR NUMBER 10 SINGLE SHANK RIPPER S/N BRT01164					

Rental Payment Subtotal: 21,372.84
Goods and Services Tax (GST) 1,282.37
Provincial Tax (PST) Exempt
Total Rental Payment: 22,655.21

Goods and Services Tax number (GST): R100843952

Location of Unit(s):
316 MACKAY CRESCENT,
FORT MCMURRAY, AB T9H 4E4,

Lease Term: 60 Months (the "Lease Term")

Additional Provisions:

Utilization Date: August 19, 2006

First Lease Payment Date: August 19, 2006

The following is applicable to this Lease (check only one):

☐ Purchase Provision (section 13)*
☒ Purchase Option (section 14)*

* Plus any applicable taxes which may be subject to change during the term of this Lease.

TERMS AND CONDITIONS OF LEASE

1. **LEASE TERM:** The Lease Term for each Unit shall commence on its "Delivery Date" (which is the later of the date (a) Lessor executes this Lease, (b) Lessor takes title to such Unit or (c) Lessee receives possession of such Unit), provided the Delivery Date is on or prior to the Utilization Date if one is set forth above, and shall continue until the later of the expiry of the number of months stated above and the return of the Unit to Lessor. If the Delivery Date is not on or prior to the Utilization Date, Lessee shall assume Lessor's obligations to purchase and pay for such Unit. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form.

2. **RENTALS:** During the Lease Term for each Unit Lessee shall pay to Lessor, at Lessor's address set forth above or at such other location as Lessor may from time to time designate in writing, rental in advance for each such Unit in the amount stated above, in consecutive monthly installments (the "Rental Payment") commencing on (a) the same day as the "Delivery Date", or (b) the same day as the "First Lease Payment Date" set forth above, and on the same day in each following month in the Lease Term except during the months of n/a. An amount equal to one Rental Payment for all of the Units must accompany Lessee's execution of this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first Rental Payment due hereunder. If Lessor does not execute this Lease, said amount will be returned to Lessee. Any payment (including any accelerated balance) which is not made when due under this Lease shall bear interest payable by Lessee to Lessor on demand (with interest on overdue interest) as well after as before default and judgment at the lesser of 24% per annum or the highest legal contract rate of interest, until payment is received by Lessor.

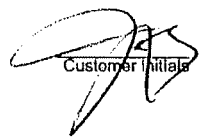
3. **RETURN OF UNITS:** If Lessor shall rightfully demand possession of any Unit or upon expiration of this Lease with respect to any Unit for any reason, Lessee shall at his own expense return the Unit forthwith to Lessor, to (a) the premises of the nearest Caterpillar Dealer selling equipment of the same type as such Unit, or (b) on board such carrier as the Lessor shall specify and shipping the same, freight collect, to the destination designated by the Lessor. Each Unit is to be unencumbered and in the same condition as when received by the Lessee, reasonable wear and tear resulting from the proper use thereof alone excepted. Lessee shall in all events bear the risk of loss with respect to each Unit until the Unit is actually placed in the Lessor's possession as specified.

Lessee agrees that each Unit shall be in sound mechanical shape and, if mobile, shall be in good working order under full payload, shall have no cracked or broken glass or sheet metal damage and shall have tires with a minimum of (50%) tread remaining and be free from major cuts or gouges. Where applicable, major undercarriage components and specifically but not limited to, tracks and shoes will be no more than (50%) worn. In lieu thereof, Lessee shall reimburse Lessor the cost to restore the Unit to such condition.

If the maximum number of hours of usage, for the lease term, for a Unit is exceeded, in addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor the Excess Hour Charge based upon a rate per hour calculated by dividing the aggregate sum of all scheduled Rental Payments (excluding taxes) for the Unit by the specified maximum hours of usage predetermined for the Unit.

Lessee upon returning the Unit will be provided, upon request an inspection report identifying any repairs necessary to restore the Unit to good operating condition (as called for in this Lease).

4. **NET LEASE:** This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of rent or any set off against rent, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee hereunder shall be absolute and unconditional and shall not be affected by any event, occurrence or condition existing or arising prior to or after the effective date hereof, including, but not limited to, any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim or charge to any Unit, by any interference with Lessee's use of the Unit, by Lessee's insolvency, the appointment of a receiver or receiver manager of Lessee or its property, or the commencement of any bankruptcy or similar proceedings by or against Lessee, or for any other cause, whether similar or dissimilar to the foregoing. The Lessee shall pay to the Lessor, forthwith after demand, the amount of all reasonable fees and expenditures for registering, discharging, amending, renewing and re-registering this Lease, any notice hereof and any security interest created.


Customer Initials



ADDITIONAL TERMS AND CONDITIONS

5. **WARRANTY DISCLAIMER:** THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS, OR OTHER TERMS, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNITS OTHER THAN AS EXPRESSLY CONTAINED IN THIS LEASE EXCEPT ANY WARRANTIES GIVEN BY THE MANUFACTURER, FOR WHICH THE MANUFACTURER IS SOLELY LIABLE. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF MANUFACTURER'S WARRANTY. TO THE EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EVERY IMPLIED CONDITION AND WARRANTY UNDER THE SALE OF GOODS ACT OF ANY PROVINCE IS HEREBY WAIVED AND EXCLUDED FROM THIS LEASE. In no event shall Lessor be liable for special or consequential damages

6. **POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any law or regulation or for any purpose other than in Lessee's business; (b) abandon any Unit; (c) sublease any Unit; (d) permit the use of any Unit by anyone other than Lessee; (e) change the use of any Unit from that specified in the applicable Delivery Supplement and the Application Survey attached hereto; (f) change the permanent location of any Unit from the county or district and province specified above without the prior written consent of Lessor; or (g) sell, assign or transfer, or directly or indirectly, create or suffer to exist any lien, mortgage, claim, security interest or encumbrance on any of its rights hereunder or in any Unit; (h) change its name without giving 14 days written notice to the Lessor. Each Unit is and shall remain personal property irrespective of its use or manner of attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and the maintenance records relating thereto. Lessee shall at its expense at all times during the Lease Term maintain each Unit in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any operator's guide, service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be (i) deemed to be a permanent part of such Unit (ii) subject in all respects to this Lease, as if such items were part of the Unit at the time the Unit was initially leased hereunder; and (iii) subject to the security interest of Lessor granted hereunder. All of Lessee's right, title and interest in and to such items shall transfer automatically to Lessor immediately upon such affixing. Lessee authorizes the Lessor to release to others copies of this Lease and information relating thereto, whether the Lessor is required to release the same by law, or otherwise. Lessee shall from time to time, forthwith on Lessor's request provide the Lessor with such information and do make and execute all such acts, documents, matters and things as may be required by the Lessor in relation to the Units or any part thereof, or as may be required to give effect to this Lease.

7. **TAXES:** Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax; or interest thereon (all of the foregoing, hereafter the "Impositions") arising at any time prior to, during or subsequent to the Lease Term and levied upon Lessor by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (but not excluding any net income taxes which, by the terms of the statute imposing such tax, expressly relieve Lessor or Lessee from the payment of any Impositions which Lessee would otherwise be obliged to pay or reimburse). If Lessor is not entitled to a corresponding and equal reduction with respect to any imposition which Lessee is required to pay or reimburse hereunder and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions which Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file in a manner satisfactory to Lessor, any reports or returns which may be required with respect to the Units.

8. **LOSS OR DAMAGE:** Lessee shall bear the risks of any loss, damage or destruction to any Unit prior to or during the Lease Term. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore such Unit to the condition required by section 5. If any Unit becomes worn-out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever, or taken by condemnation or otherwise (any such occurrence hereafter a "Casualty Occurrence") prior to or during the Lease Term, Lessee shall give Lessor prompt notice thereof. Thirty days after such Casualty Occurrence, Lessee shall pay to Lessor (a) the then "Balance Due" for such Unit, which is the sum of: (i) the present value of the entire unpaid balance of all rental for such Unit, and (ii) the present value of the Lessee Purchase Price set forth on the front of this Lease, and (iii) all additional amounts, if any, then due or accrued under this Lease with respect to such Unit, or (b) the maximum amount permitted by law under such circumstances, whichever is less. Present values will be computed by discounting at the implicit interest rate of this Lease. Upon payment to Lessor of (a) or (b) above by Lessee together with any taxes due in connection with the disposition of any such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit, and the Lease Term as to such Unit shall terminate.

9. **WAIVER AND INDEMNITY:** LESSEE HEREBY RELEASES ANY CLAIM NOW OR HEREAFTER EXISTING AGAINST LESSOR ON ACCOUNT OF, AND AGREES TO DEFEND, INDEMNIFY AND HOLD LESSOR HARMLESS FROM, ALL CLAIMS OF LESSEE AND/OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON STRICT LIABILITY IN TORT, NEGLIGENCE, FUNDAMENTAL BREACH OR FOR CONSEQUENTIAL DAMAGES), LOSSES, DEMANDS, SUITS AND JUDGMENTS, AND ALL COSTS OR EXPENSES INCURRED IN CONNECTION THEREWITH INCLUDING REASONABLE LEGAL FEES, WHICH MAY RESULT FROM OR ARISE AT ANY TIME OUT OF THE SELECTION, PURCHASE, DELIVERY, CONDITION, USE, OPERATION, OWNERSHIP, MAINTENANCE OR REPAIR OF ANY UNIT PRIOR TO OR DURING THE LEASE TERM AS TO SUCH UNIT, OR WHICH MAY BE ATTRIBUTABLE TO ANY DEFECT IN ANY UNIT ARISING FROM THE MATERIAL USED THEREIN OR FROM THE DESIGN, MANUFACTURE OR TESTING THEREOF OR FROM ANY USE, MAINTENANCE OR REPAIR OF ANY UNIT. REGARDLESS OF WHEN SUCH DEFECT SHALL BE DISCOVERED OR WHERE SUCH UNIT MAY BE LOCATED AND WHETHER OR NOT SUCH UNIT IS IN THE POSSESSION OF LESSEE.

10. **INSURANCE:** Lessee, at its expense, shall keep each Unit insured against all risks for not less than the Balance Due with respect to such Unit and shall maintain comprehensive public liability insurance in an amount reasonably acceptable to Lessor, with loss payable to and in the name of Lessor. All such insurance shall be in such form and with such companies as Lessor shall reasonably approve, shall specify Lessor (or Lessor's designee) and Lessee as named insured, shall be primary, without right of contribution from any insurance carried by Lessor, and shall provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least 30 days prior written notice to Lessor. All insurance covering loss or damage to the Units shall name Lessor (or Lessor's designee) as loss payee and shall be payable solely to and in the name of Lessor. Lessee shall, prior to the Delivery Date for any Unit, upon request furnish Lessor with satisfactory evidence of such insurance. Lessee agrees to notify Lessor of any occurrence which may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. If Lessee makes any adjustment or settlement with any insurer regarding any Units without Lessor's prior written consent, then, without limitation of any other remedies Lessor may have herein, Lessee shall, at the option of Lessor, forthwith purchase from Lessor any Unit involved in, the subject of or affected by any such settlement or adjustment, for a purchase price equal to the Balance Due for such Unit, such amount to be paid upon delivery by Lessor to Lessee of a bill of sale for such Unit (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor). Lessee hereby irrevocably appoints Lessor its attorney to receive payment of and endorse all cheques and other documents and to take any other actions necessary to pursue insurance claims.

11. **EVENTS OF DEFAULT:** (a) each of the following shall constitute an "Event of Default" hereunder: (i) if Lessee fails to make any payment to Lessor when due hereunder; (ii) if any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith is incorrect or misleading when made; (iii) if Lessee fails to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure continues for ten days after written notice thereof to Lessee; (iv) if any default occurs under any other agreement between Lessee and Lessor; (v) if Lessee or any guarantor of this Lease shall cease to do business, become insolvent, make an assignment for the benefit of creditors or file any petition or action under any bankruptcy, re-organization, insolvency or moratorium law, or any other law for the relief of debtors; (vi) if any involuntary petition shall be filed under any bankruptcy statute against Lessee or any guarantor of this Lease, or any receiver, trustee, custodian, receiver and manager, encumbrancer or similar official shall be appointed to take possession of or shall take possession of all or substantially all of the properties of Lessee or any guarantor of this Lease, unless such petition or appointment ceases to be in effect within 30 days of said filing or appointment; or (vii) if any guarantor of this Lease breaches or repudiates any guarantee obtained by Lessor in connection with this Lease.

(b) **Repudiation.** Without limiting any other rights Lessor may have, if Lessee receives a notice from Lessor requiring Lessee to cure or remedy any Event of Default hereunder, and fails to do so with 15 days of such notice, Lessee shall be conclusively deemed, effective upon a further notice being given by Lessor to that effect, to have repudiated this Lease as of date specified in the latter notice.


Customer Initials

ADDITIONAL TERMS AND CONDITIONS

12. REMEDIES: If any Event of Default occurs and is continuing, Lessor may, at its option, (a) without terminating this Lease or any leasing hereunder, proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof, including, without limitation, leasing or renting any of the Units, as agent for Lessee, for such period, to such persons and upon such commercially reasonable terms as Lessor in its sole discretion shall determine, or (b) by notice in writing to Lessee terminate this Lease, but Lessee shall remain liable, as hereinafter provided, or (c) with or without terminating this Lease, Lessor may, at its option, do any one or more of the following: (i) provided Lessee has or is deemed pursuant to the terms hereof to be have repudiated this Lease, declare the aggregate Balance Due (or the maximum amount permitted by law, if recovery of the entire Balance Due is prohibited) with respect to the Units immediately due and payable as a genuine pre-estimate of liquidated damages, and not as a penalty; (ii) recover any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of rent; (iii) enforce the security interest given thereunder; (iv) without notice, liability or legal process, enter upon the premises where any of the Units may be and take possession thereof; and (v) require Lessee to return the Units as provided in Section 12. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units following an Event of Default, Lessor shall not be obliged to preserve rights against others in connection with any Unit, and may at its option and, to the extent permitted by law, without any notice to Lessee, the requirement for which is hereby waived by Lessee, undertake commercially reasonable efforts to sell or re-lease the Units, and the proceeds of any such sale or re-lease shall be applied: first, to reimburse Lessor for all reasonable expenses of relaking, holding, preparing for such sale or re-lease and selling or re-leasing the Units, including all taxes and reasonable legal fees, and all payments for any repair or to keep any prior encumbrance in good standing; second, to the extent not previously paid by Lessee, to pay Lessor all amounts then due or accrued under this Lease; and third, to pay Lessor as a genuine pre-estimate of liquidated damages, and not as a penalty, the aggregate Balance Due (or the maximum amount permitted by law, if recovery of the entire Balance Due is prohibited) including all accelerated payments and interest on late payments. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that any sale or disposition may be for cash or with deferred payment or on credit or for part cash and part credit, to a wholesaler, retailer or user of the Units, at public or private sale, and with or without the Units being present at such sale, and that all such procedures are commercially reasonable. Lessor may purchase any of the Units at any such sale. Lessee agrees to pay all reasonable legal fees and all costs and expenses incurred by Lessor in enforcing this Lease and in performing other obligations in connection with this Lease required by law, including providing information. The remedies herein provided shall be cumulative and in addition to all other remedies under applicable law. No remedy for the enforcement of the rights of Lessor hereunder shall be exclusive of or dependent on any other such remedy. If Lessee fails to perform any of its obligations under this Lease, Lessor may (but need not) perform such obligations, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

13. PURCHASE PROVISION: If the Purchase Provision box on the front of this Lease is checked, at the end of the Lease term with respect to any Unit, provided this Lease has not been earlier terminated with respect to such Unit and Lessee is not then in default hereunder or Lessor has not waived any default which is then continuing, Lessee shall purchase such Unit from Lessor for the Purchase Price set forth on the front of this Lease. Upon receipt of the Purchase Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit.

14. PURCHASE OPTION: If the Purchase Option box on the front of this Lease is checked and if no event of Default shall have occurred and be continuing, Lessee may, by written notice to Lessor not less than 60 days prior to the end of the Lease Term with respect to any Unit, elect to purchase at the end of such term such Unit for the Purchase Price set forth on the front of this Lease. Upon receipt of the Purchase Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit. If Lessee does not elect to purchase such Unit at the end of such term, Lessee shall return such Unit to Lessor as provided in section 12 and furnish Lessor with such documentation as Lessor may reasonably request so that Lessor obtains the return of the Unit and title therein, free and clear of all liens, prior claims, security interests and encumbrances.

15. OWNERSHIP; SECURITY INTEREST; LESSEE ASSURANCES AND REPRESENTATIONS: Subject to Lessee's right to use and possess the Units, as provided in this Lease and subject to sections 13 and 14 (as applicable), title to and ownership of the Units shall remain in Lessor. Lessee hereby grants to Lessor a continuing security interest in the Units, including all attachments, accessories and optional features therefor (whether or not installed thereon) and all substitutions, replacements, additions and accessions thereto, and assigns and grants a security interest in the proceeds of all of the foregoing, to secure the payment of all sums due hereunder. Lessee will, at its expense, do any further act which Lessor may reasonably request to protect Lessor's title to the Units and Lessor's rights and benefits under this Lease. Lessee represents and warrants to Lessor that (a) Lessee has the power to make, deliver and perform under this Lease; (b) the person executing and delivering this Lease is authorized to do so on behalf of Lessee; (c) this Lease constitutes a valid obligation of Lessee, legally binding upon it and enforceable in accordance with its terms. Lessee shall display labels supplied by Lessor stating that the Units are leased from Lessor in a prominent place on the Units during the Lease Term.

16. ASSIGNMENT; COUNTERPARTS: The rights and remedies of Lessor under this Lease and title to the Units may be assigned by Lessor at any time. If this Lease is assigned by Lessor, the term "Lessor" shall thenceforth mean Lessor's assignee. If notified by Lessor, Lessee shall make all payments of rental to the party designated in such notice, without any offset or deduction. Lessee agrees that the assignee under any such assignment shall not be subject to any claim, defence or other equity as between Lessor and Lessee and the Lessee agrees not to assert the same against such assignee. No assignment of this Lease or any right or obligation hereunder may be made by Lessee without the prior written consent of Lessor. This Lease shall be binding upon and enure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Caterpillar Financial Services Limited on the signature page thereof as the original will constitute original chattel paper.

17. EFFECT OF WAIVER; ENTIRE AGREEMENT; MODIFICATION OF CONTRACT; NOTICES: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and the lease thereof and supersedes all prior agreements, statements, representations, warranties and guarantees with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may hereafter be furnished in writing.

18. SEVERABILITY; SURVIVAL OF COVENANTS: If any provision of this Lease is invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions hereof shall be given effect. Lessee, if a corporation, agrees that The Law of Property Act (Alberta) and The Limitation of Civil Rights Act (Saskatchewan) shall have no application to this lease or the rights, powers or remedies of Lessor or any other person hereunder and all the benefits of those Acts and any similar legislation.

Lessee acknowledges having completely read all of the terms and conditions hereof (including all terms and conditions set forth on the reverse hereof) and agrees to be fully bound thereby, and acknowledges having received a fully completed, executed copy of this Lease. Lessee waives any entitlement to receive a copy of a financing statement or verification statement or other document relating to this Lease.

This Lease is dated as of August 19, 2006

LESSEE: COW HARBOUR CONSTRUCTION LTD.

LESSOR: CATERPILLAR FINANCIAL SERVICES LIMITED

By: _____

Title: _____

If individual, date of birth: _____

*(Name of corporation, partnership or individual. If a partnership, fill in full legal names of partners below (complete first, middle and surnames). If an individual, give full legal name, including complete first, middle and surnames and date of birth.)

Names of Partners: _____

PURCHASE AGREEMENT

This Purchase Agreement, dated as of August 19, 2006, is between **FINNING INTERNATIONAL INC.** ("Vendor") and **CATERPILLAR FINANCIAL SERVICES LIMITED** ("Caterpillar"). Vendor agrees to sell to Caterpillar and Caterpillar agrees to buy from Vendor the equipment described below (the "Equipment"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Equipment		Serial#	Total Price
(1) D10T	New	CATERPILLAR TRACK TYPE TRACTOR COMPLETE WITH CATERPILLAR 10U BULLDOZER S/N BHP00623 AND CATERPILLAR NUMBER 10 SINGLE SHANK RIPPER S/N BRT01164	CAT0D10TKRJG00872 \$1,237,125.00

Lessee:

COW HARBOUR CONSTRUCTION LTD.
316 MACKAY CRESCENT
FORT MCMURRAY AB T9H 4E4

Subtotal

1,237,125.00

GST R101801561

74,227.50

PST

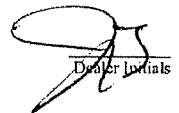
Exempt

Total Purchase Price

1,311,352.50

Equipment Delivery Point:

316 MACKAY CRESCENT,
FORT MCMURRAY, AB T9H 4E4,


Dealer Initials



DELIVERY SUPPLEMENT

This pertains to the Lease, dated as of August 19, 2006, between CATERPILLAR FINANCIAL SERVICES LIMITED as Lessor and COW HARBOUR CONSTRUCTION LTD. as Lessee.

This confirms that the Lessee physically received the following Unit on the possession date below. As of the date of signature of this form, (i) the Unit is in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit:

(1) D10T New CATERPILLAR TRACK TYPE TRACTOR COMPLETE WITH
CATERPILLAR 10U BULLDOZER S/N BHP00623 AND
CATERPILLAR NUMBER 10 SINGLE SHANK RIPPER S/N BRT01164
CAT0D10TKRJG00872

Location:

FORT MCMURRAY, AB

Possession Date:

COW HARBOUR CONSTRUCTION LTD.

Signature

J Bonville

Name (PRINT)

JACK BONVILLE

Title

Manager

Date

Aug 28/06



#18

26021

CAT FINANCIAL LEASE AGREEMENT

LESSEE: COW HARBOUR CONSTRUCTION LTD.

LESSOR: CATERPILLAR FINANCIAL SERVICES LIMITED

ADDRESS: 316 MACKAY CRESCENT
FORT MCMURRAY, AB T9H 4E4ADDRESS: 6735 11th Street NE
Suite 200
Calgary, Alberta T2E 7H9

Subject to the terms and conditions set forth below and on the reverse side hereof, Lessor, in reliance on Lessee's selection of the equipment described below (together with all attachments, accessories and optional features, whether or not installed, being the "Unit" or "Units"), agrees to acquire and lease the Unit(s) to Lessee, and Lessee agrees to hire and lease the Unit(s) from Lessor.

Unit(s)	Serial#	Monthly Rental Payment*	Purchase Price*	Max Hours Usage	Excess Hour Charge
D10T	CAT0D10TJRJG00873	\$21,372.84	\$214,710.00	25000	\$51.29
New	CATERPILLAR TRACK TYPE TRACTOR COMPLETE WITH CATERPILLAR 10U BULLDOZER S/N BHP00622 AND CATERPILLAR NUMBER 10 SINGLE SHANK RIPPER S/N BRT01165				

Rental Payment Subtotal: 21,372.84
 Goods and Services Tax (GST) 1,282.37
 Provincial Tax (PST) Exempt
 Total Rental Payment: 22,655.21

Goods and Services Tax number (GST): R100843952

Location of Unit(s):
 316 MACKAY CRESCENT
 FORT MCMURRAY, AB T9H 4E4

Lease Term: 60 Months (the "Lease Term")

Additional Provisions:

Utilization Date: August 29, 2006

First Lease Payment Date: August 29, 2006

The following is applicable to this Lease (check only one):

☐ Purchase Provision (section 13)*
☒ Purchase Option (section 14)*

* Plus any applicable taxes which may be subject to change during the term of this Lease.

TERMS AND CONDITIONS OF LEASE

1. **LEASE TERM:** The Lease Term for each Unit shall commence on its "Delivery Date" (which is the later of the date (a) Lessor executes this Lease, (b) Lessor takes title to such Unit or (c) Lessee receives possession of such Unit), provided the Delivery Date is on or prior to the Utilization Date. If one is set forth above, and shall continue until the later of the expiry of the number of months stated above and the return of the Unit to Lessor. If the Delivery Date is not on or prior to the Utilization Date, Lessee shall assume Lessor's obligations to purchase and pay for such Unit. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form.

2. **RENTALS:** During the Lease Term for each Unit Lessee shall pay to Lessor, at Lessor's address set forth above or at such other location as Lessor may from time to time designate in writing, rental in advance for each such Unit in the amount stated above, in consecutive monthly instalments (the "Rental Payment") commencing on (a) the same day as the "Delivery Date", or (b) the same day as the "First Lease Payment Date" set forth above, and on the same day in each following month in the Lease Term except during the months of n/a. An amount equal to one Rental Payment for all of the Units must accompany Lessee's execution of this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first Rental Payment due hereunder. If Lessor does not execute this Lease, said amount will be returned to Lessee. Any payment (including any accelerated balance) which is not made when due under this Lease shall bear interest payable by Lessee to Lessor on demand (with interest on overdue interest) as well after as before default and judgment at the lesser of 24% per annum or the highest legal contract rate of interest, until payment is received by Lessor.

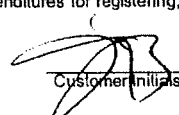
3. **RETURN OF UNITS:** If Lessor shall rightfully demand possession of any Unit or upon expiration of this Lease with respect to any Unit for any reason, Lessee shall at his own expense return the Unit forthwith to Lessor, to (a) the premises of the nearest Caterpillar Dealer selling equipment of the same type as such Unit, or (b) on board such carrier as the Lessor shall specify and shipping the same, freight collect, to the destination designated by the Lessor. Each Unit is to be unencumbered and in the same condition as when received by the Lessee, reasonable wear and tear resulting from the proper use thereof alone excepted. Lessee shall in all events bear the risk of loss with respect to each Unit until the Unit is actually placed in the Lessor's possession as specified.

Lessee agrees that each Unit shall be in sound mechanical shape and, if mobile, shall be in good working order under full payload, shall have no cracked or broken glass or sheet metal damage and shall have tires with a minimum of (50%) tread remaining and be free from major cuts or gouges. Where applicable, major undercarriage components and specifically but not limited to, tracks and shoes will be no more than (50%) worn. In lieu thereof, Lessee shall reimburse Lessor the cost to restore the Unit to such condition.

If the maximum number of hours of usage, for the lease term, for a Unit is exceeded, in addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor the Excess Hour Charge based upon a rate per hour calculated by dividing the aggregate sum of all scheduled Rental Payments (excluding taxes) for the Unit by the specified maximum hours of usage predetermined for the Unit.

Lessee upon returning the Unit will be provided, upon request an inspection report identifying any repairs necessary to restore the Unit to good operating condition (as called for in this Lease).

4. **NET LEASE:** This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of rent or any set off against rent, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee hereunder shall be absolute and unconditional and shall not be affected by any event, occurrence or condition existing or arising prior to or after the effective date hereof, including, but not limited to, any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim or charge to any Unit, by any interference with Lessee's use of the Unit, by Lessee's insolvency, the appointment of a receiver or receiver manager of Lessee or its property, or the commencement of any bankruptcy or similar proceedings by or against Lessee, or for any other cause, whether similar or dissimilar to the foregoing. The Lessee shall pay to the Lessor, forthwith after demand, the amount of all reasonable fees and expenditures for registering, discharging, amending, renewing and re-registering this Lease, any notice hereof and any security interest created.



Customer Initials



ADDITIONAL TERMS AND CONDITIONS

5. **WARRANTY DISCLAIMER:** THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS, OR OTHER TERMS, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNITS OTHER THAN AS EXPRESSLY CONTAINED IN THIS LEASE EXCEPT ANY WARRANTIES GIVEN BY THE MANUFACTURER, FOR WHICH THE MANUFACTURER IS SOLELY LIABLE. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF MANUFACTURER'S WARRANTY. TO THE EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EVERY IMPLIED CONDITION AND WARRANTY UNDER THE SALE OF GOODS ACT OF ANY PROVINCE IS HEREBY WAIVED AND EXCLUDED FROM THIS LEASE. In no event shall Lessor be liable for special or consequential damages.

6. **POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any law or regulation or for any purpose other than in Lessee's business; (b) abandon any Unit; (c) sublease any Unit; (d) permit the use of any Unit by anyone other than Lessee; (e) change the use of any Unit from that specified in the applicable Delivery Supplement and the Application Survey attached hereto; (f) change the permanent location of any Unit from the county or district and province specified above without the prior written consent of Lessor; or (g) sell, assign or transfer, or directly or indirectly, create or suffer to exist any lien, mortgage, claim, security interest or encumbrance on any of its rights hereunder or in any Unit; (h) change its name without giving 14 days written notice to the Lessor. Each Unit is and shall remain personal property irrespective of its use or manner of attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and the maintenance records relating thereto. Lessee shall at its expense at all times during the Lease Term maintain each Unit in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any operator's guide, service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be (i) deemed to be a permanent part of such Unit (ii) subject in all respects to this Lease, as if such items were part of the Unit at the time the Unit was initially leased hereunder; and (iii) subject to the security interest of Lessor granted hereunder. All of Lessee's right, title and interest in and to such items shall transfer automatically to Lessor immediately upon such affixing. Lessee authorizes the Lessor to release to others copies of this Lease and information relating thereto, whether the Lessor is required to release the same by law, or otherwise. Lessee shall from time to time, forthwith on Lessor's request provide the Lessor with such information and do make and execute all such acts, documents, matters and things as may be required by the Lessor in relation to the Units or any part thereof, or as may be required to give effect to this Lease.

7. **TAXES:** Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax; or interest thereon (all of the foregoing, hereafter the "Impositions") arising at any time prior to, during or subsequent to the Lease Term and levied upon Lessor by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (but not excluding any net income taxes which, by the terms of the statute imposing such tax, expressly relieve Lessor or Lessee from the payment of any Impositions which Lessee would otherwise be obliged to pay or reimburse). If Lessor is not entitled to a corresponding and equal reduction with respect to any Imposition which Lessee is required to pay or reimburse hereunder and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions which Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file in a manner satisfactory to Lessor, any reports or returns which may be required with respect to the Units.

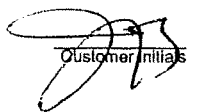
8. **LOSS OR DAMAGE:** Lessee shall bear the risks of any loss, damage or destruction to any Unit prior to or during the Lease Term. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore such Unit to the condition required by section 5. If any Unit becomes worn-out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever, or taken by condemnation or otherwise (any such occurrence hereafter a "Casualty Occurrence") prior to or during the Lease Term, Lessee shall give Lessor prompt notice thereof. Thirty days after such Casualty Occurrence, Lessee shall pay to Lessor (a) the then "Balance Due" for such Unit, which is the sum of: (i) the present value of the entire unpaid balance of all rental for such Unit, and (ii) the present value of the Lessee Purchase Price set forth on the front of this Lease, and (iii) all additional amounts, if any, then due or accrued under this Lease with respect to such Unit, or (b) the maximum amount permitted by law under such circumstances, whichever is less. Present values will be computed by discounting at the implicit interest rate of this Lease. Upon payment to Lessor of (a) or (b) above by Lessee together with any taxes due in connection with the disposition of any such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit, and the Lease Term as to such Unit shall terminate.

9. **WAIVER AND INDEMNITY:** LESSEE HEREBY RELEASES ANY CLAIM NOW OR HEREAFTER EXISTING AGAINST LESSOR ON ACCOUNT OF, AND AGREES TO DEFEND, INDEMNIFY AND HOLD LESSOR HARMLESS FROM, ALL CLAIMS OF LESSEE AND/OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON STRICT LIABILITY IN TORT, NEGLIGENCE, FUNDAMENTAL BREACH OR FOR CONSEQUENTIAL DAMAGES), LOSSES, DEMANDS, SUITS AND JUDGMENTS, AND ALL COSTS OR EXPENSES INCURRED IN CONNECTION THEREWITH INCLUDING REASONABLE LEGAL FEES, WHICH MAY RESULT FROM OR ARISE AT ANY TIME OUT OF THE SELECTION, PURCHASE, DELIVERY, CONDITION, USE, OPERATION, OWNERSHIP, MAINTENANCE OR REPAIR OF ANY UNIT PRIOR TO OR DURING THE LEASE TERM AS TO SUCH UNIT, OR WHICH MAY BE ATTRIBUTABLE TO ANY DEFECT IN ANY UNIT ARISING FROM THE MATERIAL USED THEREIN OR FROM THE DESIGN, MANUFACTURE OR TESTING THEREOF OR FROM ANY USE, MAINTENANCE OR REPAIR OF ANY UNIT. REGARDLESS OF WHEN SUCH DEFECT SHALL BE DISCOVERED OR WHERE SUCH UNIT MAY BE LOCATED AND WHETHER OR NOT SUCH UNIT IS IN THE POSSESSION OF LESSEE.

10. **INSURANCE:** Lessee, at its expense, shall keep each Unit insured against all risks for not less than the Balance Due with respect to such Unit and shall maintain comprehensive public liability insurance in an amount reasonably acceptable to Lessor, with loss payable to and in the name of Lessor. All such insurance shall be in such form and with such companies as Lessor shall reasonably approve, shall specify Lessor (or Lessor's designee) and Lessee as named insured, shall be primary, without right of contribution from any insurance carried by Lessor, and shall provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least 30 days prior written notice to Lessor. All insurance covering loss or damage to the Units shall name Lessor (or Lessor's designee) as loss payee and shall be payable solely to and in the name of Lessor. Lessee shall, prior to the Delivery Date for any Unit, upon request furnish Lessor with satisfactory evidence of such insurance. Lessee agrees to notify Lessor of any occurrence which may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. If Lessee makes any adjustment or settlement with any insurer regarding any Units without Lessor's prior written consent, then, without limitation of any other remedies Lessor may have herein, Lessee shall, at the option of Lessor, forthwith purchase from Lessor any Unit involved in, the subject of or affected by any such settlement or adjustment, for a purchase price equal to the Balance Due for such Unit, such amount to be paid upon delivery by Lessor to Lessee of a bill of sale for such Unit (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor). Lessee hereby irrevocably appoints Lessor its attorney to receive payment of and endorse all cheques and other documents and to take any other actions necessary to pursue insurance claims.

11. **EVENTS OF DEFAULT:** (a) each of the following shall constitute an "Event of Default" hereunder: (i) if Lessee fails to make any payment to Lessor when due hereunder; (ii) if any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith is incorrect or misleading when made; (iii) if Lessee fails to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure continues for ten days after written notice thereof to Lessee; (iv) if any default occurs under any other agreement between Lessee and Lessor; (v) if Lessee or any guarantor of this Lease shall cease to do business, become insolvent, make an assignment for the benefit of creditors or file any petition or action under any bankruptcy, re-organization, insolvency or moratorium law, or any other law for the relief of debtors; (vi) if any involuntary petition shall be filed under any bankruptcy statute against Lessee or any guarantor of this Lease, or any receiver, trustee, custodian, receiver and manager, encumbrancer or similar official shall be appointed to take possession of or shall take possession of all or substantially all of the properties of Lessee or any guarantor of this Lease, unless such petition or appointment ceases to be in effect within 30 days of said filing or appointment; or (vii) if any guarantor of this Lease breaches or repudiates any guarantee obtained by Lessor in connection with this Lease.

(b) **Repudiation.** Without limiting any other rights Lessor may have, if Lessee receives a notice from Lessor requiring Lessee to cure or remedy any Event of Default hereunder, and fails to do so with 15 days of such notice, Lessee shall be conclusively deemed, effective upon a further notice being given by Lessor to that effect, to have repudiated this Lease as of date specified in the latter notice.


Customer Initials

ADDITIONAL TERMS AND CONDITIONS

12. **REMEDIES:** If any Event of Default occurs and is continuing, Lessor may, at its option, (a) without terminating this Lease or any leasing hereunder, proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof, including, without limitation, leasing or renting any of the Units, as agent for Lessee, for such period, to such persons and upon such commercially reasonable terms as Lessor in its sole discretion shall determine, or (b) by notice in writing to Lessee terminate this Lease, but Lessee shall remain liable, as hereinafter provided, or (c) with or without terminating this Lease, Lessor may, at its option, do any one or more of the following: (i) provided Lessee has or is deemed pursuant to the terms hereof to be have repudiated this Lease, declare the aggregate Balance Due (or the maximum amount permitted by law, if recovery of the entire Balance Due is prohibited) with respect to the Units immediately due and payable as a genuine pre-estimate of liquidated damages, and not as a penalty; (ii) recover any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of rent; (iii) enforce the security interest given thereunder; (iv) without notice, liability or legal process, enter upon the premises where any of the Units may be and take possession thereof; and (v) require Lessee to return the Units as provided in Section 12. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units following an Event of Default, Lessor shall not be obliged to preserve rights against others in connection with any Unit, and may at its option and, to the extent permitted by law, without any notice to Lessee, the requirement for which is hereby waived by Lessee, undertake commercially reasonable efforts to sell or re-lease the Units, and the proceeds of any such sale or re-lease shall be applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for such sale or re-lease and selling or re-leasing the Units, including all taxes and reasonable legal fees, and all payments for any repair or to keep any prior encumbrance in good standing; second, to the extent not previously paid by Lessee, to pay Lessor all amounts then due or accrued under this Lease; and third, to pay Lessor as a genuine pre-estimate of liquidated damages, and not as a penalty, the aggregate Balance Due (or the maximum amount permitted by law, if recovery of the entire Balance Due is prohibited) including all accelerated payments and interest on late payments. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that any sale or disposition may be for cash or with deferred payment or on credit or for part cash and part credit, to a wholesaler, retailer or user of the Units, at public or private sale, and with or without the Units being present at such sale, and that all such procedures are commercially reasonable. Lessor may purchase any of the Units at any such sale. Lessee agrees to pay all reasonable legal fees and all costs and expenses incurred by Lessor in enforcing this Lease and in performing other obligations in connection with this Lease required by law, including providing information. The remedies herein provided shall be cumulative and in addition to all other remedies under applicable law. No remedy for the enforcement of the rights of Lessor hereunder shall be exclusive of or dependent on any other such remedy. If Lessee fails to perform any of its obligations under this Lease, Lessor may (but need not) perform such obligations, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

13. **PURCHASE PROVISION:** If the Purchase Provision box on the front of this Lease is checked, at the end of the Lease term with respect to any Unit, provided this Lease has not been earlier terminated with respect to such Unit and Lessee is not then in default hereunder or Lessor has not waived any default which is then continuing, Lessee shall purchase such Unit from Lessor for the Purchase Price set forth on the front of this Lease. Upon receipt of the Purchase Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit.

14. **PURCHASE OPTION:** If the Purchase Option box on the front of this Lease is checked and if no event of Default shall have occurred and be continuing, Lessee may, by written notice to Lessor not less than 60 days prior to the end of the Lease Term with respect to any Unit, elect to purchase at the end of such term such Unit for the Purchase Price set forth on the front of this Lease. Upon receipt of the Purchase Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit. If Lessee does not elect to purchase such Unit at the end of such term, Lessee shall return such Unit to Lessor as provided in section 12 and furnish Lessor with such documentation as Lessor may reasonably request so that Lessor obtains the return of the Unit and title therein, free and clear of all liens, prior claims, security interests and encumbrances.

15. **OWNERSHIP; SECURITY INTEREST; LESSEE ASSURANCES AND REPRESENTATIONS:** Subject to Lessee's right to use and possess the Units, as provided in this Lease and subject to sections 13 and 14 (as applicable), title to and ownership of the Units shall remain in Lessor. Lessee hereby grants to Lessor a continuing security interest in the Units, including all attachments, accessories and optional features therefore (whether or not installed thereon) and all substitutions, replacements, additions and accessions thereto, and assigns and grants a security interest in the proceeds of all of the foregoing, to secure the payment of all sums due hereunder. Lessee will, at its expense, do any further act which Lessor may reasonably request to protect Lessor's title to the Units and Lessor's rights and benefits under this Lease. Lessee represents and warrants to Lessor that (a) Lessee has the power to make, deliver and perform under this Lease; (b) the person executing and delivering this Lease is authorized to do so on behalf of Lessee; (c) this Lease constitutes a valid obligation of Lessee, legally binding upon it and enforceable in accordance with its terms. Lessee shall display labels supplied by Lessor stating that the Units are leased from Lessor in a prominent place on the Units during the Lease Term.

16. **ASSIGNMENT; COUNTERPARTS:** The rights and remedies of Lessor under this Lease and title to the Units may be assigned by Lessor at any time. If this Lease is assigned by Lessor, the term "Lessor" shall thenceforth mean Lessor's assignee. If notified by Lessor, Lessee shall make all payments of rental to the party designated in such notice, without any offset or deduction. Lessee agrees that the assignee under any such assignment shall not be subject to any claim, defence or other equity as between Lessor and Lessee and the Lessee agrees not to assert the same against such assignee. No assignment of this Lease or any right or obligation hereunder may be made by Lessee without the prior written consent of Lessor. This Lease shall be binding upon and enure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Caterpillar Financial Services Limited on the signature page thereof as the original will constitute original chattel paper.

17. **EFFECT OF WAIVER; ENTIRE AGREEMENT; MODIFICATION OF CONTRACT; NOTICES:** No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and the lease thereof and supersedes all prior agreements, statements, representations, warranties and guarantees with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may hereafter be furnished in writing.

18. **SEVERABILITY; SURVIVAL OF COVENANTS:** If any provision of this Lease is invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions hereof shall be given effect. Lessee, if a corporation, agrees that The Law of Property Act (Alberta) and The Limitation of Civil Rights Act (Saskatchewan) shall have no application to this lease or the rights, powers or remedies of Lessor or any other person hereunder and all the benefits of those Acts and any similar legislation.

Lessee acknowledges having completely read all of the terms and conditions hereof (including all terms and conditions set forth on the reverse hereof) and agrees to be fully bound thereby, and acknowledges having received a fully completed, executed copy of this Lease. Lessee waives any entitlement to receive a copy of a financing statement or verification statement or other document relating to this Lease.

This Lease is dated as of August 29, 2006

LESSEE: COW HARBOUR CONSTRUCTION LTD.

LESSOR: CATERPILLAR FINANCIAL SERVICES LIMITED

By: _____

Title: _____

If individual, date of birth: _____

*(Name of corporation, partnership or individual. If a partnership, fill in full legal names of partners below (complete first, middle and surnames). If an individual, give full legal name, including complete first, middle and surnames and date of birth.)

Names of Partners: _____

PURCHASE AGREEMENT

This Purchase Agreement, dated as of August 29, 2006, is between **FINNING INTERNATIONAL INC.** ("Vendor") and **CATERPILLAR FINANCIAL SERVICES LIMITED** ("Caterpillar"). Vendor agrees to sell to Caterpillar and Caterpillar agrees to buy from Vendor the equipment described below (the "Equipment"), subject to the terms and conditions set forth below and on the reverse side hereof.

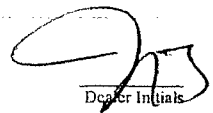
Description of Equipment			Serial#	Total Price
(1) D10T	New	CATERPILLAR TRACK TYPE TRACTOR COMPLETE WITH CATERPILLAR 10U BULLDOZER S/N BHP00622 AND CATERPILLAR NUMBER 10 SINGLE SHANK RIPPER S/N BRT01165	CAT0D10TJRJG00873	\$1,237,125.00

Lessee:
COW HARBOUR CONSTRUCTION LTD.
316 MACKAY CRESCENT
FORT MCMURRAY AB T9H 4E4

Subtotal 1,237,125.00

GST R101801561 74,227.50
PST Exempt
Total Purchase Price 1,311,352.50

Equipment Delivery Point:
316 MACKAY CRESCENT
FORT MCMURRAY, AB T9H 4E4


Dealer Initials



DELIVERY SUPPLEMENT

This pertains to the Lease, dated as of August 29, 2006, between **CATERPILLAR FINANCIAL SERVICES LIMITED** as Lessor and **COW HARBOUR CONSTRUCTION LTD.** as Lessee.

This confirms that the Lessee physically received the following Unit on the possession date below. As of the date of signature of this form, (i) the Unit is in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit:

(1) D10T

New

CATERPILLAR TRACK TYPE TRACTOR COMPLETE WITH
CATERPILLAR 10U BULLDOZER S/N BHP00622 AND
CATERPILLAR NUMBER 10 SINGLE SHANK RIPPER S/N BRT01165

CAT0D10TJRJG00873

Location:

FORT MCMURRAY, AB

Possession Date:

--- COW HARBOUR CONSTRUCTION LTD. ---

Signature

Name (PRINT)

Title

Date

[Signature]
JACK BONVILLE
Manager
Aug 29/06



APPENDIX “C”

**LEASE #21 WITH
CATERPILLAR FINANCIAL SERVICES LIMITED**

CAT FINANCIAL LEASE AGREEMENT

LESSEE: COW HARBOUR CONSTRUCTION LTD.

LESSOR: CATERPILLAR FINANCIAL SERVICES LIMITED

ADDRESS: 316 MACKAY CRESCENT
FORT MCMURRAY, AB T9H 4E4ADDRESS: 6735 11th Street NE
Suite 200
Calgary, Alberta T2E 7H9

Subject to the terms and conditions set forth below and on the reverse side hereof, Lessor, in reliance on Lessee's selection of the equipment described below (together with all attachments, accessories and optional features, whether or not installed, being the "Unit" or "Units"), agrees to acquire and lease the Unit(s) to Lessee, and Lessee agrees to hire and lease the Unit(s) from Lessor.

Unit(s)	Serial#	Monthly Rental Payment*	Purchase Price*	Max Hours Usage	Excess Hour Charge
785C New	CAT0785CLAPX00792 CATERPILLAR OFF HIGHWAY TRUCK	Irreg. Payments	\$524,535.00	30000	\$71.12

Rental Payment Subtotal:

Goods and Services Tax (GST) 0.00

Goods and Services Tax number (GST): R100843952

Provincial Tax (PST) Exempt

Total Rental Payment: See Irregular Payment Schedule

Location of Unit(s):

316 MACKAY CRES
FORT MCMURRAY, AB T9H 4E4

Lease Term: 60 Months (the "Lease Term")

Additional Provisions:

See Floating Rate Addendum attached hereto and being a part hereof.

Utilization Date: March 27, 2006

First Lease Payment Date: March 27, 2006

The following is applicable to this Lease (check only one):

☐ Purchase Provision (section 13)*☒ Purchase Option (section 14)*

* Plus any applicable taxes which may be subject to change during the term of this Lease.

TERMS AND CONDITIONS OF LEASE

1. **LEASE TERM:** The Lease Term for each Unit shall commence on its "Delivery Date" (which is the later of the date (a) Lessor executes this Lease, (b) Lessor takes title to such Unit or (c) Lessee receives possession of such Unit), provided the Delivery Date is on or prior to the Utilization Date if one is set forth above, and shall continue until the later of the expiry of the number of months stated above and the return of the Unit to Lessor. If the Delivery Date is not on or prior to the Utilization Date, Lessee shall assume Lessor's obligations to purchase and pay for such Unit. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form.

2. **RENTALS:** During the Lease Term for each Unit Lessee shall pay to Lessor, at Lessor's address set forth above or at such other location as Lessor may from time to time designate in writing, rental in advance for each such Unit in the amount according to the attached Irregular Payment Schedule, commencing on (a) the same day as the "Delivery Date", or (b) the same day as the "First Lease Payment Date" set forth above. An amount equal to one Rental Payment for all of the Units must accompany Lessee's execution of this Lease. If Lessor accepts and executes this Lease, said amount shall be applied to the first Rental Payment due hereunder. If Lessor does not execute this Lease, said amount will be returned to Lessee. Any payment (including any accelerated balance) which is not made when due under this Lease shall bear interest payable by Lessee to Lessor on demand (with interest on overdue interest) as well after as before default and judgment at the lesser of 24% per annum or the highest legal contract rate of interest, until payment is received by Lessor.

3. **RETURN OF UNITS:** If Lessor shall rightfully demand possession of any Unit or upon expiration of this Lease with respect to any Unit for any reason, Lessee shall at his own expense return the Unit forthwith to Lessor, to (a) the premises of the nearest Caterpillar Dealer selling equipment of the same type as such Unit, or (b) on board such carrier as the Lessor shall specify and shipping the same, freight collect, to the destination designated by the Lessor. Each Unit is to be unencumbered and in the same condition as when received by the Lessee, reasonable wear and tear resulting from the proper use thereof alone excepted. Lessee shall in all events bear the risk of loss with respect to each Unit until the Unit is actually placed in the Lessor's possession as specified.

Lessee agrees that each Unit shall be in sound mechanical shape and, if mobile, shall be in good working order under full payload, shall have no cracked or broken glass or sheet metal damage and shall have tires with a minimum of (50%) tread remaining and be free from major cuts or gouges. Where applicable, major undercarriage components and specifically but not limited to, tracks and shoes will be no more than (50%) worn. In lieu thereof, Lessee shall reimburse Lessor the cost to restore the Unit to such condition.

If the maximum number of hours of usage, for the lease term, for a Unit is exceeded, in addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor the Excess Hour Charge based upon a rate per hour calculated by dividing the aggregate sum of all scheduled Rental Payments (excluding taxes) for the Unit by the specified maximum hours of usage predetermined for the Unit.

Lessee upon returning the Unit will be provided, upon request an inspection report identifying any repairs necessary to restore the Unit to good operating condition (as called for in this Lease).

4. **NET LEASE:** This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of rent or any set off against rent, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee hereunder shall be absolute and unconditional and shall not be affected by any event, occurrence or condition existing or arising prior to or after the effective date hereof, including, but not limited to, any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim or charge to any Unit, by any interference with Lessee's use of the Unit, by Lessee's insolvency, the appointment of a receiver or receiver manager of Lessee or its property, or the commencement of any bankruptcy or similar proceedings by or against Lessee, or for any other cause, whether similar or dissimilar to the foregoing. The Lessee shall pay to the Lessor, forthwith after demand, the amount of all reasonable fees and expenditures for registering, discharging, amending, renewing and re-registering this Lease, any notice hereof and any security interest created.



Customer Initials



ADDITIONAL TERMS AND CONDITIONS

5. **WARRANTY DISCLAIMER:** THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS, OR OTHER TERMS, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNITS OTHER THAN AS EXPRESSLY CONTAINED IN THIS LEASE EXCEPT ANY WARRANTIES GIVEN BY THE MANUFACTURER, FOR WHICH THE MANUFACTURER IS SOLELY LIABLE. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF MANUFACTURER'S WARRANTY. TO THE EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EVERY IMPLIED CONDITION AND WARRANTY UNDER THE SALE OF GOODS ACT OF ANY PROVINCE IS HEREBY WAIVED AND EXCLUDED FROM THIS LEASE. In no event shall Lessor be liable for special or consequential damages

6. **POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any law or regulation or for any purpose other than in Lessee's business; (b) abandon any Unit; (c) sublease any Unit; (d) permit the use of any Unit by anyone other than Lessee; (e) change the use of any Unit from that specified in the applicable Delivery Supplement and the Application Survey attached hereto; (f) change the permanent location of any Unit from the county or district and province specified above without the prior written consent of Lessor; or (g) sell, assign or transfer, or directly or indirectly, create or suffer to exist any lien, mortgage, claim, security interest or encumbrance on any of its rights hereunder or in any Unit; (h) change its name without giving 14 days written notice to the Lessor. Each Unit is and shall remain personal property irrespective of its use or manner of attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and the maintenance records relating thereto. Lessee shall at its expense at all times during the Lease Term maintain each Unit in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any operator's guide, service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be (i) deemed to be a permanent part of such Unit (ii) subject in all respects to this Lease, as if such items were part of the Unit at the time the Unit was initially leased hereunder, and (iii) subject to the security interest of Lessor granted hereunder. All of Lessee's right, title and interest in and to such items shall transfer automatically to Lessor immediately upon such affixing. Lessee authorizes the Lessor to release to others copies of this Lease and information relating thereto, whether the Lessor is required to release the same by law, or otherwise. Lessee shall from time to time, forthwith on Lessor's request provide the Lessor with such information and do make and execute all such acts, documents, matters and things as may be required by the Lessor in relation to the Units or any part thereof, or as may be required to give effect to this Lease.

7. **TAXES:** Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax; or interest thereon (all of the foregoing, hereafter the "impositions") arising at any time prior to, during or subsequent to the Lease Term and levied upon Lessor by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (but not excluding any net income taxes which, by the terms of the statute imposing such tax, expressly relieve Lessor or Lessee from the payment of any impositions which Lessee would otherwise be obliged to pay or reimburse). If Lessor is not entitled to a corresponding and equal reduction with respect to any imposition which Lessee is required to pay or reimburse hereunder and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any impositions which Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file in a manner satisfactory to Lessor, any reports or returns which may be required with respect to the Units.

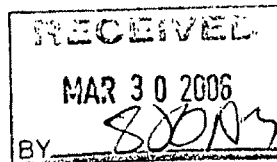
8. **LOSS OR DAMAGE:** Lessee shall bear the risks of any loss, damage or destruction to any Unit prior to or during the Lease Term. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore such Unit to the condition required by section 5. If any Unit becomes worn-out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever, or taken by condemnation or otherwise (any such occurrence hereafter a "Casualty Occurrence") prior to or during the Lease Term, Lessee shall give Lessor prompt notice thereof. Thirty days after such Casualty Occurrence, Lessee shall pay to Lessor (a) the then "Balance Due" for such Unit, which is the sum of: (i) the present value of the entire unpaid balance of all rental for such Unit, and (ii) the present value of the Lessee Purchase Price set forth on the front of this Lease, and (iii) all additional amounts, if any, then due or accrued under this Lease with respect to such Unit, or (b) the maximum amount permitted by law under such circumstances, whichever is less. Present values will be computed by discounting at the implicit interest rate of this Lease. Upon payment to Lessor of (a) or (b) above by Lessee together with any taxes due in connection with the disposition of any such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit, and the Lease Term as to such Unit shall terminate.

9. **WAIVER AND INDEMNITY:** LESSEE HEREBY RELEASES ANY CLAIM NOW OR HEREAFTER EXISTING AGAINST LESSOR ON ACCOUNT OF, AND AGREES TO DEFEND, INDEMNIFY AND HOLD LESSOR HARMLESS FROM, ALL CLAIMS OF LESSEE AND/OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON STRICT LIABILITY IN TORT, NEGLIGENCE, FUNDAMENTAL BREACH OR FOR CONSEQUENTIAL DAMAGES), LOSSES, DEMANDS, SUITS AND JUDGMENTS, AND ALL COSTS OR EXPENSES INCURRED IN CONNECTION THEREWITH INCLUDING REASONABLE LEGAL FEES, WHICH MAY RESULT FROM OR ARISE AT ANY TIME OUT OF THE SELECTION, PURCHASE, DELIVERY, CONDITION, USE, OPERATION, OWNERSHIP, MAINTENANCE OR REPAIR OF ANY UNIT PRIOR TO OR DURING THE LEASE TERM AS TO SUCH UNIT, OR WHICH MAY BE ATTRIBUTABLE TO ANY DEFECT IN ANY UNIT ARISING FROM THE MATERIAL USED THEREIN OR FROM THE DESIGN, MANUFACTURE OR TESTING THEREOF OR FROM ANY USE, MAINTENANCE OR REPAIR OF ANY UNIT, REGARDLESS OF WHEN SUCH DEFECT SHALL BE DISCOVERED OR WHERE SUCH UNIT MAY BE LOCATED AND WHETHER OR NOT SUCH UNIT IS IN THE POSSESSION OF LESSEE.

10. **INSURANCE:** Lessee, at its expense, shall keep each Unit insured against all risks for not less than the Balance Due with respect to such Unit and shall maintain comprehensive public liability insurance in an amount reasonably acceptable to Lessor, with loss payable to and in the name of Lessor. All such insurance shall be in such form and with such companies as Lessor shall reasonably approve, shall specify Lessor (or Lessor's designee) and Lessee as named insured, shall be primary, without right of contribution from any insurance carried by Lessor, and shall provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least 30 days prior written notice to Lessor. All insurance covering loss or damage to the Units shall name Lessor (or Lessor's designee) as loss payee and shall be payable solely to and in the name of Lessor. Lessee shall, prior to the Delivery Date for any Unit, upon request furnish Lessor with satisfactory evidence of such insurance. Lessee agrees to notify Lessor of any occurrence which may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. If Lessee makes any adjustment or settlement with any insurer regarding any Units without Lessor's prior written consent, then, without limitation of any other remedies Lessor may have herein, Lessee shall, at the option of Lessor, forthwith purchase from Lessor any Unit involved in, the subject of or affected by any such settlement or adjustment, for a purchase price equal to the Balance Due for such Unit, such amount to be paid upon delivery by Lessor to Lessee of a bill of sale for such Unit (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor). Lessee hereby irrevocably appoints Lessor its attorney to receive payment of and endorse all cheques and other documents and to take any other actions necessary to pursue insurance claims.

11. **EVENTS OF DEFAULT:** (a) each of the following shall constitute an "Event of Default" hereunder: (i) if Lessee fails to make any payment to Lessor when due hereunder; (ii) if any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith is incorrect or misleading when made; (iii) if Lessee fails to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure continues for ten days after written notice thereof to Lessee; (iv) if any default occurs under any other agreement between Lessee and Lessor; (v) if Lessee or any guarantor of this Lease shall cease to do business, become insolvent, make an assignment for the benefit of creditors or file any petition or action under any bankruptcy, re-organization, insolvency or moratorium law, or any other law for the relief of debtors; (vi) if any involuntary petition shall be filed under any bankruptcy statute against Lessee or any guarantor of this Lease, or any receiver, trustee, custodian, receiver and manager, encumbrancer or similar official shall be appointed to take possession of or shall take possession of all or substantially all of the properties of Lessee or any guarantor of this Lease, unless such petition or appointment ceases to be in effect within 30 days of said filing or appointment; or (vii) if any guarantor of this Lease breaches or repudiates any guarantee obtained by Lessor in connection with this Lease.

(b) **Repudiation.** Without limiting any other rights Lessor may have, if Lessee receives a notice from Lessor requiring Lessee to cure or remedy any Event of Default hereunder, and fails to do so with 15 days of such notice, Lessee shall be conclusively deemed, effective upon a further notice being given by Lessor to that effect, to have repudiated this Lease as of date specified in the latter notice.



ADDITIONAL TERMS AND CONDITIONS

12. REMEDIES: If any Event of Default occurs and is continuing, Lessor may, at its option, (a) without terminating this Lease or any leasing hereunder, proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof, including, without limitation, leasing or renting any of the Units, as agent for Lessee, for such period, to such persons and upon such commercially reasonable terms as Lessor in its sole discretion shall determine, or (b) by notice in writing to Lessee terminate this Lease, but Lessee shall remain liable, as hereinafter provided, or (c) with or without terminating this Lease, Lessor may, at its option, do any one or more of the following: (i) provided Lessee has or is deemed pursuant to the terms hereof to be have repudiated this Lease, declare the aggregate Balance Due (or the maximum amount permitted by law, if recovery of the entire Balance Due is prohibited) with respect to the Units immediately due and payable as a genuine pre-estimate of liquidated damages, and not as a penalty; (ii) recover any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of rent; (iii) enforce the security interest given thereunder; (iv) without notice, liability or legal process, enter upon the premises where any of the Units may be and take possession thereof; and (v) require Lessee to return the Units as provided in Section 12. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units following an Event of Default, Lessor shall not be obliged to preserve rights against others in connection with any Unit, and may at its option and, to the extent permitted by law, without any notice to Lessee, the requirement for which is hereby waived by Lessee, undertake commercially reasonable efforts to sell or re-lease the Units, and the proceeds of any such sale or re-lease shall be applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for such sale or re-lease and selling or re-leasing the Units, including all taxes and reasonable legal fees, and all payments for any repair or to keep any prior encumbrance in good standing; second, to the extent not previously paid by Lessee, to pay Lessor all amounts then due or accrued under this Lease; and third, to pay Lessor as a genuine pre-estimate of liquidated damages, and not as a penalty, the aggregate Balance Due (or the maximum amount permitted by law, if recovery of the entire Balance Due is prohibited) including all accelerated payments and interest on late payments. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that any sale or disposition may be for cash or with deferred payment or on credit or for part cash and part credit, to a wholesaler, retailer or user of the Units, at public or private sale, and with or without the Units being present at such sale, and that all such procedures are commercially reasonable. Lessor may purchase any of the Units at any such sale. Lessee agrees to pay all reasonable legal fees and all costs and expenses incurred by Lessor in enforcing this Lease and in performing other obligations in connection with this Lease required by law, including providing information. The remedies herein provided shall be cumulative and in addition to all other remedies under applicable law. No remedy for the enforcement of the rights of Lessor hereunder shall be exclusive of or dependent on any other such remedy. If Lessee fails to perform any of its obligations under this Lease, Lessor may (but need not) perform such obligations, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

13. PURCHASE PROVISION: If the Purchase Provision box on the front of this Lease is checked, at the end of the Lease term with respect to any Unit, provided this Lease has not been earlier terminated with respect to such Unit and Lessee is not then in default hereunder or Lessor has not waived any default which is then continuing, Lessee shall purchase such Unit from Lessor for the Purchase Price set forth on the front of this Lease. Upon receipt of the Purchase Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit.

14. PURCHASE OPTION: If the Purchase Option box on the front of this Lease is checked and if no event of Default shall have occurred and be continuing, Lessee may, by written notice to Lessor not less than 60 days prior to the end of the Lease Term with respect to any Unit, elect to purchase at the end of such term such Unit for the Purchase Price set forth on the front of this Lease. Upon receipt of the Purchase Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without any representations or warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit. If Lessee does not elect to purchase such Unit at the end of such term, Lessee shall return such Unit to Lessor as provided in section 12 and furnish Lessor with such documentation as Lessor may reasonably request so that Lessor obtains the return of the Unit and title therein, free and clear of all liens, prior claims, security interests and encumbrances.

15. OWNERSHIP; SECURITY INTEREST; LESSEE ASSURANCES AND REPRESENTATIONS: Subject to Lessee's right to use and possess the Units, as provided in this Lease and subject to sections 13 and 14 (as applicable), title to and ownership of the Units shall remain in Lessor. Lessee hereby grants to Lessor a continuing security interest in the Units, including all attachments, accessories and optional features therefore (whether or not installed thereon) and all substitutions, replacements, additions and accessions thereto, and assigns and grants a security interest in the proceeds of all of the foregoing, to secure the payment of all sums due hereunder. Lessee will, at its expense, do any further act which Lessor may reasonably request to protect Lessor's title to the Units and Lessor's rights and benefits under this Lease. Lessee represents and warrants to Lessor that (a) Lessee has the power to make, deliver and perform under this Lease; (b) the person executing and delivering this Lease is authorized to do so on behalf of Lessee; (c) this Lease constitutes a valid obligation of Lessee, legally binding upon it and enforceable in accordance with its terms. Lessee shall display labels supplied by Lessor stating that the Units are leased from Lessor in a prominent place on the Units during the Lease Term.

16. ASSIGNMENT; COUNTERPARTS: The rights and remedies of Lessor under this Lease and title to the Units may be assigned by Lessor at any time. If this Lease is assigned by Lessor, the term "Lessor" shall thenceforth mean Lessor's assignee. If notified by Lessor, Lessee shall make all payments of rental to the party designated in such notice, without any offset or deduction. Lessee agrees that the assignee under any such assignment shall not be subject to any claim, defence or other equity as between Lessor and Lessee and the Lessee agrees not to assert the same against such assignee. No assignment of this Lease or any right or obligation hereunder may be made by Lessee without the prior written consent of Lessor. This Lease shall be binding upon and anure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Caterpillar Financial Services Limited on the signature page thereof as the original will constitute original chattel paper.

17. EFFECT OF WAIVER; ENTIRE AGREEMENT; MODIFICATION OF CONTRACT; NOTICES: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and the lease thereof and supersedes all prior agreements, statements, representations, warranties and guarantees with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may hereafter be furnished in writing.

18. SEVERABILITY; SURVIVAL OF COVENANTS: If any provision of this Lease is invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions hereof shall be given effect. Lessee, if a corporation, agrees that The Law of Property Act (Alberta) and The Limitation of Civil Rights Act (Saskatchewan) shall have no application to this lease or the rights, powers or remedies of Lessor or any other person hereunder and all the benefits of those Acts and any similar legislation.

Lessee acknowledges having completely read all of the terms and conditions hereof (including all terms and conditions set forth on the reverse hereof) and agrees to be fully bound thereby, and acknowledges having received a fully completed, executed copy of this Lease. Lessee waives any entitlement to receive a copy of a financing statement or verification statement or other document relating to this Lease.

This Lease is dated as of March 27, 2006

LESSEE: COW HARBOUR CONSTRUCTION LTD.

LESSOR: CATERPILLAR FINANCIAL SERVICES LIMITED

By: 

By: 

Title: _____

Title: _____

If individual, date of birth: _____

*(Name of corporation, partnership or individual. If a partnership, fill in full legal names of partners below (complete first, middle and surnames). If an individual, give full legal name, including complete first, middle and surnames and date of birth.)

Names of Partners:

LEASE AMORTIZATION

Quote number 924-398
 360/365/actual day calculations 360/360
 Customer name COW HARBOUR CONSTRUCTION 785C APX00793
 Interest rate TORONTO DOMINION PRIME (1ST) + 1.50
 Customer COW HARBOUR CONSTRUCTION 785C APX00793
 Model 785C Off Highway Truck
 Serial Number CAT07R5CHAPX00793

Floating rate amortization schedule for quote purposes only

Date		starting balance	payment	interest 7.00000%	principal	ending balance
Mar-27-06	1	2,235,956.00	100,000.00	0.00	100,000.00	2,135,956.00
Apr-27-06	2	2,135,956.00	100,000.00	12,459.74	87,540.26	2,048,415.74
May-27-06	3	2,048,415.74	100,000.00	11,949.09	88,050.91	1,960,364.84
Jun-27-06	4	1,960,364.84	100,000.00	11,435.46	88,564.54	1,871,800.30
Jul-27-06	5	1,871,800.30	100,000.00	10,918.84	89,081.16	1,782,719.13
Aug-27-06	6	1,782,719.13	100,000.00	10,399.19	89,600.81	1,693,118.33
Sep-27-06	7	1,693,118.33	28,397.86	9,876.52	18,521.34	1,674,596.99
Oct-27-06	8	1,674,596.99	28,397.86	9,768.48	18,629.38	1,655,967.61
Nov-27-06	9	1,655,967.61	28,397.86	9,659.81	18,738.05	1,637,229.56
Dec-27-06	10	1,637,229.56	28,397.86	9,550.51	18,847.35	1,618,382.21
Jan-27-07	11	1,618,382.21	28,397.86	9,440.56	18,957.30	1,599,424.91
Feb-27-07	12	1,599,424.91	28,397.86	9,329.98	19,067.88	1,580,357.03
Mar-27-07	13	1,580,357.03	28,397.86	9,218.75	19,179.11	1,561,177.92
Apr-27-07	14	1,561,177.92	28,397.86	9,106.87	19,290.99	1,541,886.93
May-27-07	15	1,541,886.93	28,397.86	8,994.34	19,403.52	1,522,483.41
Jun-27-07	16	1,522,483.41	28,397.86	8,881.15	19,516.71	1,502,966.70
Jul-27-07	17	1,502,966.70	28,397.86	8,767.31	19,630.55	1,483,336.15
Aug-27-07	18	1,483,336.15	28,397.86	8,652.79	19,745.07	1,463,591.08
Sep-27-07	19	1,463,591.08	28,397.86	8,537.61	19,860.25	1,443,730.83
Oct-27-07	20	1,443,730.83	28,397.86	8,421.76	19,976.10	1,423,754.74
Nov-27-07	21	1,423,754.74	28,397.86	8,305.24	20,092.62	1,403,662.11
Dec-27-07	22	1,403,662.11	28,397.86	8,188.03	20,209.83	1,383,452.28
Jan-27-08	23	1,383,452.28	28,397.86	8,070.14	20,327.72	1,363,124.56
Feb-27-08	24	1,363,124.56	28,397.86	7,951.56	20,446.30	1,342,678.26
Mar-27-08	25	1,342,678.26	28,397.86	7,832.29	20,565.57	1,322,112.69
Apr-27-08	26	1,322,112.69	28,397.86	7,712.32	20,685.54	1,301,427.15
May-27-08	27	1,301,427.15	28,397.86	7,591.66	20,806.20	1,280,620.95
Jun-27-08	28	1,280,620.95	28,397.86	7,470.29	20,927.57	1,259,693.38
Jul-27-08	29	1,259,693.38	28,397.86	7,348.21	21,049.65	1,238,643.73
Aug-27-08	30	1,238,643.73	28,397.86	7,225.42	21,172.44	1,217,471.29
Sep-27-08	31	1,217,471.29	28,397.86	7,101.92	21,295.94	1,196,175.35
Oct-27-08	32	1,196,175.35	28,397.86	6,977.69	21,420.17	1,174,755.18
Nov-27-08	33	1,174,755.18	28,397.86	6,852.74	21,545.12	1,153,210.05
Dec-27-08	34	1,153,210.05	28,397.86	6,727.06	21,670.80	1,131,539.25
Jan-27-09	35	1,131,539.25	28,397.86	6,600.65	21,797.21	1,109,742.04
Feb-27-09	36	1,109,742.04	28,397.86	6,473.49	21,924.37	1,087,817.67
Mar-27-09	37	1,087,817.67	28,397.86	6,345.60	22,052.26	1,065,765.42
Apr-27-09	38	1,065,765.42	28,397.86	6,216.96	22,180.90	1,043,584.52
May-27-09	39	1,043,584.52	28,397.86	6,087.58	22,310.28	1,021,274.24
Jun-27-09	40	1,021,274.24	28,397.86	5,957.43	22,440.43	998,833.81
Jul-27-09	41	998,833.81	28,397.86	5,826.53	22,571.33	976,262.48
Aug-27-09	42	976,262.48	28,397.86	5,694.86	22,703.00	953,559.48
Sep-27-09	43	953,559.48	28,397.86	5,562.43	22,835.43	930,724.05
Oct-27-09	44	930,724.05	28,397.86	5,429.22	22,968.64	907,755.42
Nov-27-09	45	907,755.42	28,397.86	5,295.24	23,102.62	884,652.80
Dec-27-09	46	884,652.80	28,397.86	5,160.47	23,237.39	861,415.41
Jan-27-10	47	861,415.41	28,397.86	5,024.92	23,372.94	838,042.47
Feb-27-10	48	838,042.47	28,397.86	4,888.58	23,509.28	814,533.19
Mar-27-10	49	814,533.19	28,397.86	4,751.44	23,646.42	790,886.78
Apr-27-10	50	790,886.78	28,397.86	4,613.51	23,784.35	767,102.42
May-27-10	51	767,102.42	28,397.86	4,474.76	23,923.10	743,179.33
Jun-27-10	52	743,179.33	28,397.86	4,335.21	24,062.65	719,116.68
Jul-27-10	53	719,116.68	28,397.86	4,194.85	24,203.01	694,913.67
Aug-27-10	54	694,913.67	28,397.86	4,053.66	24,344.20	670,569.47
Sep-27-10	55	670,569.47	28,397.86	3,911.65	24,486.21	646,083.26
Oct-27-10	56	646,083.26	28,397.86	3,768.82	24,629.04	621,454.22
Nov-27-10	57	621,454.22	28,397.86	3,625.15	24,772.71	596,681.51
Dec-27-10	58	596,681.51	28,397.86	3,480.64	24,917.22	571,764.29
Jan-27-11	59	571,764.29	28,397.86	3,335.29	25,062.57	546,701.72
Feb-27-11	60	546,701.72	28,397.86	3,189.09	25,208.77	521,492.96
Mar-27-11	61	521,492.96	524,535.00	3,042.04	521,492.96	0.00

LEASE AMORTIZATION

Quote number 924-398
 360/365/actual day calculations 360 / 360
 Customer name COW HARBOUR CONSTRUCTION 785C APX00793
 Interest rate TORONTO DOMINION PRIME (1ST) + 1.50
 Customer COW HARBOUR CONSTRUCTION 785C APX00793
 Model 785C Off Highway Truck
 Serial Number CAT0785CHAPX00793

Floating rate amortization schedule for quote purposes only

Date	starting balance	payment	interest 7.00000%	principal	ending balance
TOTAL	74,589,691.95	2,658,019.44	422,063.44	2235,956.00	

Ending balance not equal to early buy out amount.

APPENDIX “D”

**LEASES #30 AND #173 WITH
CONCENTRA FINANCIAL**

Client No.
Lease No.

30

CUSTOMER NAME	LEGAL NAME Cow Harbour Construction Ltd. & 580799 Alberta Ltd.						
BILLING ADDRESS	STREET 316 Mackay Crescent						
Full Legal Name & Address	CITY Fort McMurray			PROVINCE Alberta		POSTAL CODE T9H 4E4	
CUSTOMER CONTACT	PERSON TO CONTACT Alphonse Hutchings			TELEPHONE NO. 780-799-6912		FAX NO. 780-743-3073	
TAX EXEMPTION NUMBER	GST NO.			PST NO.			
VENDOR	NAME Finning(Canada) A Division of Finning International Inc.			SALES REP. Kelly Black			
EQUIPMENT DESCRIPTION	ADDRESS 16830-107th Ave., Edmonton, Ab. T5P 4C3						
Attach a Schedule "A" for lengthy equipment descriptions.	QUANTITY	DESCRIPTION (Year, Make, Model)					SERIAL NO.
	1	New 2006 785C off highway mining truck					CAT0785CEAPX00794
RENTAL DETAILS	ADVANCE PAYMENT DATE		NEXT PAYMENT DATE		FREQUENCY Monthly		
Payments will be made in advance.	INITIAL TERM Months	NO. OF PAYMENTS	RENTAL AMOUNT Excluding Tax	PST	GST	HST	TOTAL PAYMENT
Payments subject to change if tax amounts change.	60	1	\$100,000.00	N/A	\$7,000.00	N/A	\$107,000.00
(estimated: subject to verification by Concentra Financial)	60	59	\$35,224.79	N/A	\$2,465.74	N/A	\$37,690.53
	END OF TERM MINIMUM RESALE VALUE \$415,000.00						
BILLING SURCHARGE	Where an Invoice is requested, the Customer hereby acknowledges that a \$5.00 surcharge will be added to each Rental to cover the Lessor's billing and handling expenses. The surcharge is subject to change without notice. Customer may avoid this billing surcharge by completing the "Pre-Authorized Payment Plan" section below.						
PRE-AUTHORIZED PAYMENT PLAN	Lessor is hereby authorized to periodically draw payment under its Pre-Authorized Payment Plan from the account as outlined on the attached sample cheque to cover the Rental and other amounts due under this Agreement. Authorized Cheque Signer (s): <u>X</u> Title(s): <u>President</u> (PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE MARKED VOID)						

CUSTOMER ACKNOWLEDGEMENTS: IN THIS AGREEMENT LESSOR MEANS CONCENTRA FINANCIAL OR ANY ASSIGNEE OF CONCENTRA FINANCIAL AND THE WORDS CUSTOMER, LESSEE AND YOU ALL REFER TO THE ABOVE NAMED CUSTOMER(S). BY SIGNING THIS AGREEMENT: YOU ACKNOWLEDGE THE LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT; YOU ACKNOWLEDGE AND AGREE YOU HAVE SELECTED THE EQUIPMENT FOR LEASE; YOU ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE SET FORTH ON THIS PAGE AND THE FOLLOWING PAGE; IN THE EVENT THE AGREEMENT IS ASSIGNED TO A CREDIT UNION, TO THE EXTENT THAT IT MAY BE NECESSARY YOU HEREBY APPLY FOR MEMBERSHIP IN THE CREDIT UNION. YOU ACKNOWLEDGE HAVING READ THE ENTIRE LEASE AND ACCEPT THE TERMS AND CONDITIONS THAT ARE PART OF THIS LEASE. WHERE THERE IS MORE THAN ONE CUSTOMER YOU ACKNOWLEDGE YOUR OBLIGATION AND LIABILITY IS JOINT AND SEVERAL.

DATE OF AGREEMENT: Feb 24/06

CUSTOMER (Legal Name): Cow Harbour Construction Ltd. & 580799 Alberta Ltd.
The undersigned affirms that he/she is duly authorized to execute this Agreement.

EXECUTE AGREEMENT HERE WHEN SIGNING AS A LIMITED COMPANY OR CORPORATION

Company: Cow Harbour Construction Ltd.

By: X
Authorized Signature

Title: President

Company: 580799 Alberta Ltd.

By: X
Authorized Signature

Title: President

EXECUTE AGREEMENT HERE WHEN SIGNING AS AN INDIVIDUAL

By: _____
Authorized Signature

By: _____
Authorized Signature

Concentra Financial
EXECUTED AS LESSOR

By: _____
Authorized Signature

GST # 101243215 RT0001

ASSIGNMENT
If this part is completed, LESSOR HEREBY ASSIGNS, CONVEYS AND TRANSFERS all right, title and interest in this Agreement and the Equipment to the named Assignee and where completed as the time of signing Customer acknowledges notice of such assignment. The Assignee acknowledges having read the entire lease and accepts the Terms and Conditions that are part of this lease.

Concentra Financial
Lessor: _____
Authorized Signature

Assigned to: _____
(Assignee)

Accepted by: _____
Authorized Signature

DELIVERY AND ACCEPTANCE CERTIFICATE

Customer hereby certifies that all equipment referred to above has been delivered, is fully installed and is in good operating condition. Customer unconditionally accepts the equipment and requests that Concentra Financial sign this lease and pay the equipment vendor.

DATE OF EQUIPMENT DELIVERY: Feb 27/06

Legal location of Equipment:
Required for all leases where the equipment is attached to real property for registration of fixture filing notice.

CUSTOMER (Legal Name): Cow Harbour Construction Ltd. & 580799 Alberta Ltd.
The undersigned affirms that he/she is duly authorized to execute this Agreement.

By: X Title: President

By: X Title: President

TERMS AND CONDITIONS

Lessee, hereby rents to lessee ("Customer") and Customer rents from Lessor the property listed and described in this Agreement (the "Equipment") under the terms and conditions set forth herein. Customer warrants that the Equipment is being rented and will be used for business and commercial purposes only. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of the duly authorized representative of Lessor.

1. **NON-CANCELLABLE CONTRACT.** This Agreement cannot be terminated during the term set forth in this Agreement (the "Term") except as expressly provided in this Agreement.

2. **RENTAL.** Customer shall pay to Lessor on the first day of each payment period of the Term the rental amount set forth in this Agreement ("Rental") commencing in the month during which the Equipment is delivered to Customer and continuing for the Term. If the Rental includes a cost of service or maintenance, Customer acknowledges that such inclusion is for Customer's convenience and Customer will not assert against Lessor any claim by way of abatement, defense, set off, compensation, counterclaim or the like which Customer might have under any service or maintenance agreement.

3. **LOCATION AND USE.** The Equipment shall be located and used at the location designated in this Agreement and shall not be moved without the prior written consent of Lessor. Customer shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts, servicing and repair required thereof. Customer shall cause the Equipment to be operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified persons only.

4. **REPRESENTATIONS AND WARRANTIES.** Customer acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Customer for the purpose of the rental thereof to the Customer under this Agreement. Except as hereafter set forth, no representation or warranty, express or implied, legal, statutory, customary or otherwise is given or made in respect to the Equipment, including without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Customer, is not as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Customer shall claim only against such vendor or manufacturer under such warranties made available to Customer and shall nevertheless unconditionally pay Lessor all Rental and other amounts payable hereunder. To the extent that the Equipment is subject to any warranty, guarantee and other representation of the Equipment's manufacturer or supplier, the Lessor assigns all rights and remedies of the Lessor under such warranties, guarantees or representations to the Lessee to the extent that the same are assignable. In no event shall Lessor be liable for any damage, including, without limitation direct, special, consequential, indirect, exemplary or punitive damages, whether or not such damages were foreseeable and even if Lessor was advised that such damages were likely or possible. The Lessor makes no representation to the Customer as to the manner in which amounts paid under this Agreement will be treated in calculating the Customer's income tax. Unless otherwise specifically agreed to in writing by the Lessor, this Agreement is and shall be considered a term lease only and nothing herein shall be construed as or deem the Agreement to be a conditional sales contract.

5. **SOFTWARE LICENSE.** Lessor hereby grants to Customer and Customer accepts a non-transferable and non-exclusive license to use on the Equipment software products provided therewith ("Software"). Customer may not alter or modify Software and will not copy, disclose or otherwise make available the Software in whole or in part to any person without the prior written approval of Lessor.

6. **ASSIGNMENT.** Lessor may at any time without notice to or the consent of Customer assign all or part of its interest in this Agreement or the Equipment. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Customer hereby accepts all such rights. In this Agreement the word Lessor shall refer to the original Lessor and after assignment the Assignee or any subsequent Assignee. The sale, assignment and transfer of this Agreement includes all rentals and other monies payable hereunder, including any insurance proceeds. Upon assignment, Lessor is fully released from any and all claims by the Customer and/or the Assignee under this Agreement.

7. **PRE-AUTHORIZED PAYMENT PLAN.** If Customer completes the pre-authorized payment section in this Agreement, Customer warrants that the signatures appearing in this Agreement are those of the persons authorized to sign on the account. Customer authorizes and requests the Financial Institution to pay and debit the account specified in this Agreement ("Specified Account") whether continually maintained at the location set forth in this Agreement or elsewhere all payments purporting to be drawn on behalf of Customer payable to Lessor, or its Assignee and presented for payment and to pay and debit the Specified Account all amounts specified on any magnetic or computer produced paper tape that is or purports to be direction on behalf of the Customer to credit an amount to the payee. Customer acknowledges that provision and delivery of this authorization to the Lessor constitutes delivery by the Customer to the Financial Institution. Customer will notify Lessor, in writing, of any changes in the account information or termination of the authorization prior to the next due date of the pre-authorized debit.

8. **CONTINUING AGREEMENT.** Provided Customer is not in default hereunder, this Agreement will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth in this Agreement including the periodic Rental unless either Lessor or Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Agreement by providing thirty (30) days' written notice to the other party.

9. **RETURN OF EQUIPMENT.** In the event either party elects not to proceed into the Renewal Period or being in the Renewal Period elects to cancel this Agreement, Customer shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate. If the Equipment is not returned in the same condition Customer is responsible for and shall pay all costs required to put the Equipment in the condition required. If the Lessor and Customer have established usage or operation levels and the Customer exceeds those levels Customer shall pay the fee established by the Lessor for such excessive usage at the end of the Term or the Renewal Period.

10. **MINIMUM RESALE VALUE.** Customer hereby unconditionally guarantees the End of Term Minimum Resale Value of the Equipment as set forth in this Agreement on or at the expiration of the Lease or any Renewal Term. In the event the Equipment is sold by the Lessor at the expiration of the Lease and such sale yields an amount less than the End of Term Minimum Resale Value, at the option of the Lessor, Lessee shall pay to the Lessor the amount required to make up the difference between the net sale price and the End of Term Minimum Resale Value.

11. **LAWS AND TAXES.** Customer shall comply with all laws, regulations and orders relating to this Agreement, the Equipment and its use including all applicable environmental laws and regulations and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, GST, property, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Agreement or any Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Customer to make such payments shall at Lessor's option become immediately due from Customer to Lessor. Any environmental liability resulting from

the possession or use of the Equipment shall be the sole responsibility of the Customer.

12. **EQUIPMENT RISK AND INSURANCE.**

(a) **RISK.** The Equipment shall be at the risk of the Customer.

(b) **LIABILITY INSURANCE.** Unless waived by the Lessor, Customer shall obtain and maintain during this Term and any Renewal Period of this Agreement, at the expense of the Customer, liability insurance with the Lessor as an insured party, in an amount not less than \$1,000,000.00 or the greater amount stated in this Agreement against liability arising from bodily injury, death or property damage of third parties. Lessor shall be named as an additional insured in such Liability Insurance policy.

(c) **EQUIPMENT INSURANCE.** Customer shall obtain and maintain during this Term and any Renewal Period, at the expense of the Customer, equipment insurance with the Lessor as first payee, in an amount not less than the sum of the remaining Rental Amounts payable to the expiration of the Term, plus its End of Term Minimum Resale Value, all as set out in this Agreement. In the event of any loss or destruction of the equipment, the proceeds of insurance shall be due and payable to the Lessor. Customer will furnish to Lessor within 30 days a certificate of insurance or other evidence satisfactory that such insurance is in effect from the commencement of this Agreement. If any Equipment is lost or stolen, destroyed or damaged beyond repair for any reason or if the Equipment is confiscated, seized or expropriated Customer shall pay to Lessor all amounts equal to the remaining Rental Amounts and the End of Term Minimum Resale Value for the Equipment. In the event of loss or damage beyond repair, the Lessor is under no obligation to the Customer to replace the Equipment and continue with the Lease or enter into a new Lease, and the Customer will have no control over the pay out or use of the insurance proceeds. Customer agrees that if it does not provide Lessor with satisfactory evidence of Equipment Insurance within the required time period, then Lessor shall have the right, but not the obligation, to have its own Equipment Insurance placed on the Equipment at Customer's expense. Customer's expense shall include the full premium paid by Lessor and any charges or fees of Lessor or its designee associated with Lessor placing its own insurance on the Equipment. Customer agrees that the Rental shall be increased to cover such expense during the period such Equipment Insurance is in effect.

(d) **DISCONTINUANCE OF INSURANCE.** Lessor may, at its sole discretion, at any time discontinue insurance coverage by providing the Customer with thirty (30) days' written notice of such discontinuation, in which event the Customer's insurance obligations become those that would have otherwise been in effect on the Agreement.

(e) **PAYMENT UPON LOSS OR DAMAGE.** In the event that any item of the Equipment shall become lost or stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Customer shall promptly notify Lessor and pay to Lessor with respect to such item or items an amount equal to Customer's then relevant Financial Obligation.

13. **INDEMNITY.** Customer agrees to indemnify the Lessor from and against any and all liability, losses, damages, claims, injuries, demands and expenses (including environmental claims and legal fees) arising out of the use, maintenance and operation of the Equipment.

14. **ASSIGNMENT BY CUSTOMER.** Customer agrees not to sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Agreement or the Equipment without the prior written consent of Lessor.

15. **TITLE.** Title to, ownership of and all proprietary interests whatsoever in the Equipment will at all times be and remain exclusively in the Lessor. The Lessee's only rights therein are to quiet enjoyment and use of the Equipment conditional upon the Customer's compliance with and fulfillment of the terms and conditions of this Agreement for the full Term and any Renewal Period. Lessor and Customer hereby confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though said Equipment may become attached to other equipment or real property. Customer hereby agrees to provide prior written notice to Lessor of any intention to attach the Equipment to other property. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner.

16. **CONTRACT REPLACEMENT.** If Customer has a rental or lease contract that is being terminated and replaced by this Agreement, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract have been prorated and included in the Rental payable under this Agreement.

17. **DEFAULT.** The occurrence of any one or more of the following events shall constitute an event of default: (i) failure by Customer to pay any Rental or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by Customer to perform or observe any covenant, condition or agreement to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by Customer in this Agreement or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) Customer enters into a transaction involving the sale of its assets in bulk or if Customer attempts to sell or dispose of or in any way part with possession of any of its assets outside the ordinary course of its business; (v) Customer becomes insolvent or bankrupt or a trustee or receiver be appointed for Customer or for substantial part of its property without its consent; (vi) if bankruptcy, reorganization or insolvency proceedings be instituted by or against Customer; (vii) a writ of execution, attachment or similar process be issued or levied against the Equipment; (viii) failure by Customer to pay any rental due or perform or observe any covenant, term or obligations to be performed on any other Lease Agreement between Lessor and the Customer whether such agreement is executed prior or after this Agreement, Customer specifically acknowledges that an event of default under any other Lease Agreement between the Lessor and Customer shall constitute an event of default under this Agreement. Upon the happening of an event of default, Lessor in its absolute discretion may, subject to applicable law: (a) enter upon the premises where Equipment is located and take immediate possession thereof, whether it is affixed to equipment or to real property or not, and remove the same, without liability to the Lessor for or by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, rent or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit; (b) in the name of and as the irrevocably appointed agent and attorney for Customer and without terminating or being deemed to have terminated this Agreement, take possession of the Equipment and proceed to rent the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as Lessor may deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Customer hereunder; (c) terminate this Agreement and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, require Customer to pay to Lessor as its Financial Obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rental Amounts payable to the expiration of the Term calculated by discounting such amounts by six (6%) percent per annum; and (iii) the amount of the End of Term Minimum Resale Value; (d) as a late charge require payment of the charges described in paragraph 20 below. Upon payment by Customer of its Financial Obligation, Lessor shall refund to Customer the net amount received by Lessor on any sale, lease or disposition of the Equipment after deducting all costs and expenses incurred by reason of the event of default or the exercise of Lessor's disbursements on a solicitor/client basis. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

INITIALS

AW AW

DATE Feb 24 - 06

Commercial Leasing

Phone: 1-800-409-2029 • Fax: 1-800-852-9097

Box 3030 • 2055 Albert Street • Regina, Saskatchewan • S4P 3GB

Version 1.0 Jan 06

18. **NOTICES/FACSIMILE TRANSMISSION.** Notices under this Agreement shall be in writing. Notices shall be given to the receiving party at the address or facsimile number last communicated to the sender. Notices shall be deemed given (i) on the date of delivery, if delivered by hand or sent by telegram; (ii) when the sender receives an appropriate confirmation of receipt if sent by facsimile transmission; or (iii) on the 5th postal delivery day following the date of mailing, if sent by pre-paid registered mail at a time when normal postal service is in effect. All information transmitted by facsimile transmission shall be conclusively considered to be valid and Lessor shall not be responsible for any liability or loss incurred by Customer for acting or failing to act on instructions so received (other than due to Lessor's gross negligence or willful misconduct). The Lessor may, if necessary, enter into evidence in any trial the facsimile transmission received by the Lessor (or any photocopy of such a transmission) as if it were the original document, and the facsimile transmission copy will be sufficient and valid proof of the information contained in the facsimile transmission communication.

19. **FURTHER ASSURANCES.** Customer will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Customer shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

20. **COLLECTION CHARGES.** All reasonable charges and expenses incurred either directly or indirectly by the Lessor in seizing, caring for, preserving and selling or otherwise disposing of the Equipment or in collecting the Financial Obligation (including legal costs on a solicitor and client basis) shall be debt due to the Lessor and forthwith payable by the Customer. Should Customer fail to pay when due any part of the Rental or renewal Rental reserved in this Agreement or any sum required to be paid to Lessor hereunder, the Customer shall pay to the Lessor, in addition thereto, late payment fees or charges at such rates as established by the Lessor from time to time for each month or part thereof for which said Rent or other sum shall be delinquent together with interest on any such sums in default from the due date thereof until paid in full at the rate of 2% per month compounded monthly (26.82% per annum). Customer further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge to reimburse Lessor for its time and expense incurred with respect to a cheque or a Pre-Authorized Payment debit that is returned for any reason, such NSF charges are at the rates established by the Lessor from time to time.

21. **LEASE BROKERS.** Customer acknowledges and agrees that any broker engaged by the Customer to initiate or secure this Lease is and shall be deemed the agent and representative of the Customer and no representation, warranty or other statement made by the broker to induce the Customer to enter into this lease is or shall be binding upon the Lessor unless specifically accepted by the Lessor in writing.

22. **FINANCING STATEMENT.** Lessor may file a financing statement or similar registration with respect to this Lease. Any such filings or registrations are not necessarily to be deemed evidence of intent to create a security interest under Personal Property Security legislation or similar legislation. To the extent permitted by law, Customer waives requirement of being provided with a copy of any financing or verification statement or renewal thereof.

23. **ADD-ON EQUIPMENT.** Customer and Lessor agree that additional Equipment ("Add-on Equipment") may be rented pursuant to this Agreement, the terms and conditions of which shall apply thereto, provided Customer and Lessor agree in writing to the specific terms and conditions of such rental. Any such writing, which may include a purchase order issued by Customer for such Add-on Equipment, shall provide: (1) reference to this Agreement; (2) a description of the Add-on Equipment; (3) the Term of such rental; (4) the payment frequency or number of payments; and (5) the Rental amount payable for the Add-on Equipment. The rental of such Add-on Equipment shall be subject to the terms and conditions of this Agreement except as specifically provided in such writing.

24. **FEES AND CHARGES.** Customer agrees to pay the usual and reasonable fees and charges imposed by the Lessor in relation to the entry and operation of the lease arrangement and any amendment, assignment or alteration at the rates established by the Lessor from time to time, including but not limited to contract initiation fees, re-write or trade-up fees, assumption fees, assignment fees, processing and insurance fees, NSF fees, late payment or disposition fees, wire transfer fees, fixture filing and registration fees as may be applicable or necessary. Customer acknowledges and agrees that such fees may be added to any balance outstanding and that Customer shall not be entitled to request or receive a financing discharge statement until all such fees have been paid in full.

25. **MISCELLANEOUS.** This Agreement shall be governed by The Financial Leasing Entity Regulations and by the Laws of the Province where the Agreement is executed by the Customer. Time is of the essence with respect to this Agreement. No waiver by Lessor of any default shall constitute a waiver of any other default by Customer or waiver of Lessor's rights. Should Customer fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 2% per month compounded monthly (26.82% per annum) shall be considered as additional rental to be paid by Customer. This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth in this Agreement and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Clerical errors shall not affect the validity of this agreement and Lessor shall be entitled to unilaterally correct the same. To the extent permitted by law or statute and to the extent the same extends to and relates to this Agreement as amended or renewed or any collateral security thereto or promissory note, Customer waives the benefit of all provisions of any applicable conditional sales, regulatory credit and other statutes and regulations made in any manner, which affect, restrict or limit the rights of Lessor including without limiting the generality of the foregoing, all of the rights, benefits and protection given or afforded to it by Section 49 of the Law of Property Act of Alberta as amended and the provisions of the Limitations of Civil Rights Act of Saskatchewan as amended. Customer also waives any right to demand security for costs in the event of litigation. Lessor and Customer represent and agree that the persons signing this Agreement have the capacity and authority to sign the Agreement and the Corporate Seal of either party need not be affixed to this Agreement. Where this is more than one customer you acknowledge your obligation and liability is joint and several.

PRIVACY STATEMENT

Maintaining the privacy of our clients and employees has been an integral part of our daily operations since our inception. We are committed to ensuring the accuracy, confidentiality and security of the information we hold about you. This practice is more than simply a legal requirement; it is an ethical obligation we readily accept.

Code for the Protection of Personal Information

Introduction: Concentra Financial is part of the co-operative financial system. Concentra Financial is a federally regulated financial institution and, as such, has a responsibility to be open and accessible while, at the same time, demonstrating the greatest respect for protection of the personal privacy of individuals. In adopting this Code for the Protection of Personal Information, what has been accepted practice becomes a documented commitment to the individual.

Principles: Ten interrelated principles form the basis of Concentra Financial's Code for the Protection of Personal Information.

Accountability: Concentra Financial is responsible for personal information under its control and has designated an individual who is accountable for Concentra Financial's compliance with the principles of the Code.

Identifying Purposes: When establishing a new or enhanced client relationship the purposes for which personal information is collected shall be identified at or before the time the information is collected.

Consent: The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except as otherwise required or permitted by law. With respect to personal information collected before the publication of this Code, Concentra Financial will make reasonable efforts to ensure that individual clients have the opportunity to expressly indicate their withdrawal of consent. An individual may withdraw his/her consent to the collection, use or disclosure of information at any time subject to legal or contractual restrictions and reasonable notice.

Limiting Collection: The collection of personal information shall be limited to that which is necessary for the purposes identified by Concentra Financial. Information shall be collected by fair and lawful means. Concentra Financial may collect information from external sources, such as credit reporting agencies and income sources, identified to Concentra Financial for these purposes.

Limiting Use, Disclosure and Retention: Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes.

Accuracy: Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. Concentra Financial will generally rely on individual customers to provide updated information such as changes to the customer addresses and other contact information.

Safeguards: Personal information shall be protected by security safeguards appropriate to the sensitivity of the information. Concentra Financial will take the same standard of care as it takes to safeguard its own confidential information of a similar nature. Employees are individually required to sign an Oath of Ethical Conduct, including a commitment to keep an individual's personal information in strict confidence.

Openness: Concentra Financial shall make readily available to individuals specific, understandable information about its policies and practices relating to the management of personal information.

Individual Access: Upon request in writing, an individual shall be informed of the existence, use, and disclosure of his/her personal information, and shall be given access to that information, except where the law requires or permits Concentra Financial to deny access. An individual is entitled to question the accuracy and completeness of the information and have it amended as appropriate. An individual may incur a cost for his/her request only if Concentra Financial has informed the individual of the cost and the individual agrees to proceed with the request.

Compliance: An individual shall be able to question Concentra Financial's compliance with the above principles. Such inquiries shall be directed to: Concentra Financial, Attention: Privacy Officer, 333 - 3rd Avenue North, Saskatoon, SK, S7K 2M2. Telephone: 1.800.788.6311 Facsimile: (306) 652.7614 E-mail: privacyofficer@concentrafinancial.ca

RESTRICTION OF CONSENT



I would prefer that Concentra Financial not use my personal information for the following purposes:

- ☐ to share with other co-operative financial services organizations*. I acknowledge this choice may limit the ability of Concentra Financial to offer me some services that require the sharing of my information.
- ☐ to inform me of products and services that may be of interest to me. This choice will not affect my ability to attain credit or other products or services.

I understand that I can change my mind on these choices at any time.

*Co-operative financial services organizations includes Credit Unions, Caisse Populaires, CUCREDIT, CUMIS, The Co-operators, Credential Group, provincial Credit Union Centrais and other affiliates and partners.

SIGNATURE _____ DATE _____

INITIALS A. L. H. A. H. DATE FEB 24 - 06

TO: Concentra Financial

IN CONSIDERATION OF Concentra Financial agreeing to lease Equipment to: Cow Harbour Construction Ltd. (hereinafter referred to as the "Customer") under and by virtue of the Lease Contract Number specified herein (the "Lease") or continuing to deal with the Customer in connection with the Lease, the Guarantor covenants, promises and agrees, and if more than one Guarantor, the Guarantors do jointly and severally covenant, promise and agree as follows:

1. **Guarantee:** The Guarantor hereby absolutely and unconditionally guarantees the due and punctual payment and performance of the debts, liabilities and obligations of the Lease as amended, renewed, varied, replaced or otherwise modified from time to time including the Financial Obligation and all costs and expenses.
2. **Guarantee Absolute:** The obligations of the Guarantor hereunder shall be absolute and unconditional irrespective of the validity, legality or enforceability of the Lease or the existence, value or condition of any collateral security for the Lease or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or Guarantor, it being agreed that the obligations of the Guarantor hereunder shall not be discharged except by payment or as otherwise herein provided.
3. **Remedies Independent:** Concentra Financial shall not be bound to exhaust its recourse against the Customer or other parties or any security granted in connection with the Lease before requiring payment or performance from the guarantor. The Guarantor renounces all benefits of discussion and division.
4. **Dealing With Customer:** It is hereby agreed that Concentra Financial, in its absolute discretion and without any effect upon this Guarantee unless otherwise stated, may grant time or other indulgences to the Customer in respect of the Lease including renewing the Lease at the expiration of the initial term.
5. **Default by Customer:** If the Customer shall default at any time in the payment or performance of the Lease, Concentra Financial may:
 - a) treat the whole of the Financial Obligation of the Lease as due and payable in full and require payment from the Guarantor. The Guarantor shall make payment of the Financial Obligation to Concentra Financial forthwith after demand for payment in made in writing;
 - b) Appoint the Guarantor as primary customer for the unexpired Term of the Lease in the same manner as if Guarantor was originally named Customer therein and Guarantor hereby accepts such appointment.
6. **Primary Liability:** Guarantor's liability hereunder shall be primary, direct and in all respects unconditional and shall be binding upon its respective successors and assigns, and shall not be released unless specifically agreed to in writing by a duly authorized representative of the Lessor or its Assignee.
7. **Bankruptcy Of Customer Not Affecting Guarantee:** It is further expressly agreed that the Guarantor herein shall remain liable to Concentra Financial in the event of the bankruptcy of the Customer.
8. **Release Of Any Guarantor Not Affecting Other Guarantors:** It is further hereby expressly declared that the release of any of the Guarantors from his or her liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in force and effect as if the Guarantor or Guarantors so released had not been a Guarantor of the said financial obligation or any part thereof.
9. **No Discharge On Death:** This Guarantee shall not be discharged or affected by the death of the Guarantor or any of the Guarantors if more than one and this Guarantee shall extend to and enure to the benefit of the Concentra Financial and its successors and assigns and reference herein to the Guarantor is a reference to and shall be construed as including his heirs, executors, administrators, successors and assigns as if they had throughout been expressly named herein.
10. **Provisions Severable:** Any term, condition or provision of this agreement which is deemed to be void, prohibited or unenforceable shall be severable here from, and shall be ineffective to the extent of such voidance, prohibition or unenforceability without invalidating the remaining terms thereof.
11. **No Waiver Unless In Writing:** No term, condition or provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by Concentra Financial. Neither forbearance nor indulgence by Concentra Financial shall constitute a waiver of any term, condition or provision to be performed or observed by the undersigned or any want of performance or observance thereof.
12. **Applicable Jurisdiction:** For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province in which this guarantee is executed and to have been performed there, and the Courts of said province shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of that province against the undersigned shall be binding on him. The undersigned expressly agrees to submit to the jurisdiction of the courts of said province for the resolution of all disputes arising out of this agreement and agrees that unless Concentra Financial otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest Concentra Financial provided always that nothing herein contained shall prevent Concentra Financial from proceeding against the undersigned in the Courts of any other province or country.
13. **Guarantee Under The Saskatchewan Farm Security Act:** In the event The Saskatchewan Farm Security Act shall apply to this guarantee:
 - a) all provisions of the guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, The Saskatchewan Farm Security Act and any restrictions as to costs, expenses or other money payable, as provided by that Act shall apply to this Guarantee; and
 - b) the maximum liability of the Guarantor shall be limited to the financial obligation of the Lease plus any costs and expenses incurred by Concentra Financial as may be allowed under The Saskatchewan Farm Security Act.
14. **Agreement Joint and Several:** If more than one Guarantor executes this Guarantee, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to Guarantor shall include the undersigned and each and every one of them jointly and severally.
15. **Collection And Use Of Information:** In providing a guarantee to Concentra Financial in connection with the Lease to the Customer, the Guarantor acknowledges that Concentra Financial may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:
 - (a) obtain credit reports and evaluate the Guarantors credit rating and credit worthiness;
 - (b) determine the Guarantors financial situation and make decisions about the Lease;
 - (c) administer, monitor and collect the Lease;
 - (d) comply with legal, security and regulatory requirements.

To the extent necessary the Guarantor hereby consents to Concentra Financial gathering, exchanging and updating such Information as may be necessary about the Guarantor for the purposes described. Concentra Financial may use the Information for so long as it is needed for such purposes. The Guarantor understands that Concentra Financial requires and may use the Guarantors Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantors Social Insurance Number for credit matching purposes is optional. The Guarantor also understands that the Guarantor may ask Concentra Financial to stop using the Guarantors Social Insurance Number for credit matching purposes at any time.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 16 day of February, 2006 in the Province of Alberta.

SIGNED, SEALED & DELIVERED in the presence of:

WITNESS

Affix Corporate
Seal Here

IF GUARANTOR IS AN INDIVIDUAL OR PARTNERSHIP:

X Alphonse Hutchings
(Print full legal name) (Signature)

(Print full legal name) (Signature)

IF GUARANTOR IS A CORPORATION:

LEGAL NAME: _____

The undersigned affirms that she/he is duly authorized to execute this Guarantee.

Per: _____
Authorized Signature

Per: _____
Authorized Signature

COMPLETE IN ALL PROVINCES

ACKNOWLEDGEMENT OF GUARANTEE CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Alphonse Hutchings Fort McMurray, In the Province of Alberta, the Guarantor in the guarantee dated February 16, 2006 made between Alphonse Hutchings and Concentra Financial, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of Concentra Financial relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN AT Fort McMurray, in the Province of Alberta, this 16 day of February, 2006,
under my hand and seal of office.

(SEAL REQUIRED WHERE
NOTARY PUBLIC SIGNS
CERTIFICATE.)

DOROTHY J. BROUSSEAU
BARRISTER & SOLICITOR
A LAWYER OR A NOTARY PUBLIC IN AND FOR THE PROVINCE OF Alberta

STATEMENT OF GUARANTOR

I am the person named in the certificate. Alphonse Hutchings

ASSIGNMENT

For value received Concentra Financial hereby sells, assigns, and transfers unto _____ the within
Guarantee and all rights hereunder.

Concentra Financial

Per: _____
Authorized Signature

INITIALS _____ DATE _____

TO: Concentra Financial

IN CONSIDERATION OF Concentra Financial agreeing to lease Equipment to: Cow Harbour Construction Ltd.
(hereinafter referred to as the "Customer") under and by virtue of the Lease Contract Number specified herein (the "Lease") or continuing to deal with the Customer in connection with the Lease, the Guarantor covenants, promises and agrees, and if more than one Guarantor, the Guarantors do jointly and severally covenant, promise and agree as follows:

1. **Guarantee:** The Guarantor hereby absolutely and unconditionally guarantees the due and punctual payment and performance of the debts, liabilities and obligations of the Lease as amended, renewed, varied, replaced or otherwise modified from time to time including the Financial Obligation and all costs and expenses.
2. **Guarantee Absolute:** The obligations of the Guarantor hereunder shall be absolute and unconditional irrespective of the validity, legality or enforceability of the Lease or the existence, value or condition of any collateral security for the Lease or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or Guarantor, it being agreed that the obligations of the Guarantor hereunder shall not be discharged except by payment or as otherwise herein provided.
3. **Remedies Independent:** Concentra Financial shall not be bound to exhaust its recourse against the Customer or other parties or any security granted in connection with the Lease before requiring payment or performance from the guarantor. The Guarantor renounces all benefits of discussion and division.
4. **Dealing With Customer:** It is hereby agreed that Concentra Financial, in its absolute discretion and without any effect upon this Guarantee unless otherwise stated, may grant time or other indulgences to the Customer in respect of the Lease including renewing the Lease at the expiration of the initial term.
5. **Default by Customer:** If the Customer shall default at any time in the payment or performance of the Lease, Concentra Financial may:
 - a) treat the whole of the Financial Obligation of the Lease as due and payable in full and require payment from the Guarantor. The Guarantor shall make payment of the Financial Obligation to Concentra Financial forthwith after demand for payment in made in writing;
 - b) Appoint the Guarantor as primary customer for the unexpired Term of the Lease in the same manner as if Guarantor was originally named Customer therein and Guarantor hereby accepts such appointment.
6. **Primary Liability:** Guarantor's liability hereunder shall be primary, direct and in all respects unconditional and shall be binding upon its respective successors and assigns, and shall not be released unless specifically agreed to in writing by a duly authorized representative of the Lessor or its Assignee.
7. **Bankruptcy Of Customer Not Affecting Guarantee:** It is further expressly agreed that the Guarantor herein shall remain liable to Concentra Financial in the event of the bankruptcy of the Customer.
8. **Release Of Any Guarantor Not Affecting Other Guarantors:** It is further hereby expressly declared that the release of any of the Guarantors from his or her liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in force and effect as if the Guarantor or Guarantors so released had not been a Guarantor of the said financial obligation or any part thereof.
9. **No Discharge On Death:** This Guarantee shall not be discharged or affected by the death of the Guarantor or any of the Guarantors if more than one and this Guarantee shall extend to and enure to the benefit of the Concentra Financial and its successors and assigns and reference herein to the Guarantor is a reference to and shall be construed as including his heirs, executors, administrators, successors and assigns as if they had throughout been expressly named herein.
10. **Provisions Severable:** Any term, condition or provision of this agreement which is deemed to be void, prohibited or unenforceable shall be severable here from, and shall be ineffective to the extent of such voidance, prohibition or unenforceability without invalidating the remaining terms thereof.
11. **No Waiver Unless In Writing:** No term, condition or provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by Concentra Financial. Neither forbearance nor indulgence by Concentra Financial shall constitute a waiver of any term, condition or provision to be performed or observed by the undersigned or any want of performance or observance thereof.
12. **Applicable Jurisdiction:** For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province in which this guarantee is executed and to have been performed there, and the Courts of said province shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of that province against the undersigned shall be binding on him. The undersigned expressly agrees to submit to the jurisdiction of the courts of said province for the resolution of all disputes arising out of this agreement and agrees that unless Concentra Financial otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest Concentra Financial provided always that nothing herein contained shall prevent Concentra Financial from proceeding against the undersigned in the Courts of any other province or country.
13. **Guarantee Under The Saskatchewan Farm Security Act:** In the event The Saskatchewan Farm Security Act shall apply to this guarantee:
 - a) all provisions of the guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, The Saskatchewan Farm Security Act and any restrictions as to costs, expenses or other money payable, as provided by that Act shall apply to this Guarantee; and
 - b) the maximum liability of the Guarantor shall be limited to the financial obligation of the Lease plus any costs and expenses incurred by Concentra Financial as may be allowed under The Saskatchewan Farm Security Act.
14. **Agreement Joint and Several:** If more than one Guarantor executes this Guarantee, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to Guarantor shall include the undersigned and each and every one of them jointly and severally.
15. **Collection And Use Of Information:** In providing a guarantee to Concentra Financial in connection with the Lease to the Customer, the Guarantor acknowledges that Concentra Financial may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:
 - (a) obtain credit reports and evaluate the Guarantors credit rating and credit worthiness;
 - (b) determine the Guarantors financial situation and make decisions about the Lease;
 - (c) administer, monitor and collect the Lease;
 - (d) comply with legal, security and regulatory requirements.

To the extent necessary the Guarantor hereby consents to Concentra Financial gathering, exchanging and updating such Information as may be necessary about the Guarantor for the purposes described. Concentra Financial may use the Information for so long as it is needed for such purposes. The Guarantor understands that Concentra Financial requires and may use the Guarantors Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantors Social Insurance Number for credit matching purposes is optional. The Guarantor also understands that the Guarantor may ask Concentra Financial to stop using the Guarantors Social Insurance Number for credit matching purposes at any time.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 24 day of February, 2006, in the Province of Alberta.

SIGNED, SEALED & DELIVERED In the presence of:

WITNESS

Affix Corporate
Seal Here

IF GUARANTOR IS AN INDIVIDUAL OR PARTNERSHIP:

(Print full legal name)

(Signature)

(Print full legal name)

(Signature)

IF GUARANTOR IS A CORPORATION:

LEGAL NAME:

The undersigned affirms that she/he is duly authorized to execute this Guarantee.

Per:

Authorized Signature

Per:

Authorized Signature

COMPLETE IN ALL PROVINCES

ACKNOWLEDGEMENT OF GUARANTEE CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____ of _____, in the Province of _____, the Guarantor in the guarantee dated _____, made between _____ and Concentra Financial, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of Concentra Financial relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN AT _____, in the Province of _____, this _____ day of _____, _____, under my hand and seal of office.

(SEAL REQUIRED WHERE
NOTARY PUBLIC SIGNS
CERTIFICATE.)

A LAWYER OR A NOTARY PUBLIC IN AND FOR THE PROVINCE OF _____

STATEMENT OF GUARANTOR

I am the person named in the certificate. _____

ASSIGNMENT

For value received Concentra Financial hereby sells, assigns, and transfers unto _____ the within Guarantee and all rights hereunder.

Concentra Financial

Per:

Authorized Signature

INITIALS ST DATE _____



LEASE CREDIT APPROVAL

ORIGINATOR: Capital City Savings Credit Union

ATTN: Mark Radke

Referral:

FAX: 403-601-4739

Account Manager: Kuryvial

DATE RECEIVED:

LESSEE: Cow Harbour Construction Ltd. & 380798 Alberta Ltd. & 1134252 Alberta Ltd.

EQUIPMENT: New 2008 Caterpillar 783c Rock Truck, Equipped As Per Customer's Order On File, To Include Tires, And Assembled /Fully Operational To Lessee's Satisfaction

We are pleased to inform you that the above application for lease credit financing has been approved, subject to the credit conditions indicated below:

AMOUNTS APPROVED:

Equipment: \$2,075,000.00

End of Term Minimum Resale Value: \$415,000.00

Origination Fee: **\$21,000.00**

Contract Initiation Fee: \$5,158 (non-refundable commitment fee) BDR Fee:

RENTAL PAYMENT DETAIL:

Auto Line \$35,224.78 + taxes

Frequency: Monthly

Max. Term: 60 mths

SUBJECT TO:

First rental payment(s) of \$100,000.00 in advance plus applicable taxes. Maximum brokerage is N/A.
Subject to the following satisfactory conditions:

- Equipment inspection by Concentra rep.

Co-lesses or guarantors of 580799 AB Ltd. and 1134252 Alberta Ltd.

LEASE LINE APPROVED: \$0.00

Subject to Commercial Leasing Lease Terms and conditions, May be withdrawn at anytime without notice and at the sole discretion of Concentra Financial.

CREDIT CONDITIONS:

Ensure that the applicable documentation where indicated is submitted to our office.

FAILURE WILL RESULT IN AGREEMENTS SENT BACK UNPROCESSED AND UNPAID.

DOCUMENTS SENT BACK UNPROCESSED AND UNPAID.

X Original Lease Agreement X Original Invoice made out to Concentra Financial (ATTN: Commercial Leasing)
X Initial Advance Rental Cheque X Vendor Acknowledgement X Vendor Profile Required (once per Vendor)
☒ Satisfactory Bank Check ☒ Proof of Signing Authority ☐ Lease Disclosure Statement ☐ Foreign Exchange Provision
X Copy of Insurance Policy showing first loss payable to Concentra Financial, Commercial Leasing and a minimum liability coverage of 5 two million unless otherwise specified.

☐ Legal Description of the location where the equipment is to be placed. (A Fixture Filing will be registered against the Certificate of Title. Please inform the lessee.)

Pre-Authorized Payment Plan:

☒ Mandatory ☐ Requested

Guarantees

☒ Guarantee of Alphonse Hutchings (\$500,000) including a current

satisfactory net worth statement)

☐ Residual Guaranteed by _____

Proof of Full Legal Name: Companies

☒ Copy of Current Corporate Search Results☐ Copy of Certificate of Incorporation

Individuals ☒ Supply photocopies from any TWO of the following: Driver's license/Motor vehicle registration/Medical Insurance card or ONE photocopy of birth certificate or ONE photocopy of S.I.N.
☐ Waivers where our leased equipment is attached to other vehicles.

☐ Waivers where our leased equipment is attached to other equipment.

This Credit Authorization (C/A) is valid for a period of sixty (60) days from date of issue. Complete and correct documentation must be received in our office within this period for the C/A to be valid.

Your Credit Officer: Terry Wensley - Ext 7914 Date: Dec. 28, 05

Time:

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you have received this fax in error, please return the fax at our expense to 1.800.852.9097.

Capital City Savings Cat 0785CEAPX00794

Compound Period : Monthly

26035

Nominal Annual Rate : 8.321 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	02/20/2006	2,075,000.00	1		
2 Payment	02/20/2006	100,000.00	1		
3 Payment	03/20/2006	35,224.79	59	Monthly	01/20/2011
4 Payment	02/20/2011	414,999.23	1		

415,000

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	02/20/2006				2,075,000.00
1	02/20/2006	100,000.00	0.00	100,000.00	1,975,000.00
2	03/20/2006	35,224.79	13,695.47	21,529.32	1,953,470.68
3	04/20/2006	35,224.79	13,546.18	21,678.61	1,931,792.07
4	05/20/2006	35,224.79	13,395.85	21,828.94	1,909,963.13
5	06/20/2006	35,224.79	13,244.48	21,980.31	1,887,982.82
6	07/20/2006	35,224.79	13,092.06	22,132.73	1,865,850.09
7	08/20/2006	35,224.79	12,938.58	22,286.21	1,843,563.88
8	09/20/2006	35,224.79	12,784.04	22,440.75	1,821,123.13
9	10/20/2006	35,224.79	12,628.43	22,596.36	1,798,526.77
10	11/20/2006	35,224.79	12,471.73	22,753.06	1,775,773.71
11	12/20/2006	35,224.79	12,313.95	22,910.84	1,752,862.87
2006 Totals		452,247.90	130,110.77	322,137.13	
12	01/20/2007	35,224.79	12,155.08	23,069.71	1,729,793.16
13	02/20/2007	35,224.79	11,995.11	23,229.68	1,706,563.48
14	03/20/2007	35,224.79	11,834.02	23,390.77	1,683,172.71
15	04/20/2007	35,224.79	11,671.82	23,552.97	1,659,619.74
16	05/20/2007	35,224.79	11,508.49	23,716.30	1,635,903.44
17	06/20/2007	35,224.79	11,344.04	23,880.75	1,612,022.69
18	07/20/2007	35,224.79	11,178.44	24,046.35	1,587,976.34
19	08/20/2007	35,224.79	11,011.69	24,213.10	1,563,763.24
20	09/20/2007	35,224.79	10,843.79	24,381.00	1,539,382.24
21	10/20/2007	35,224.79	10,674.72	24,550.07	1,514,832.17
22	11/20/2007	35,224.79	10,504.48	24,720.31	1,490,111.86
23	12/20/2007	35,224.79	10,333.06	24,891.73	1,465,220.13
2007 Totals		422,697.48	135,054.74	287,642.74	
24	01/20/2008	35,224.79	10,160.45	25,064.34	1,440,155.79
25	02/20/2008	35,224.79	9,986.64	25,238.15	1,414,917.64
26	03/20/2008	35,224.79	9,811.63	25,413.16	1,389,504.48
27	04/20/2008	35,224.79	9,635.40	25,589.39	1,363,915.09
28	05/20/2008	35,224.79	9,457.96	25,766.83	1,338,148.26
29	06/20/2008	35,224.79	9,279.28	25,945.51	1,312,202.75

Capital City Savings Cat 0785CEAPX00794

	Date	Payment	Interest	Principal	Balance
	30 07/20/2008	35,224.79	9,099.36	26,125.43	1,286,077.32
	31 08/20/2008	35,224.79	8,918.20	26,306.59	1,259,770.73
	32 09/20/2008	35,224.79	8,735.78	26,489.01	1,233,281.72
	33 10/20/2008	35,224.79	8,552.09	26,672.70	1,206,609.02
	34 11/20/2008	35,224.79	8,367.13	26,857.66	1,179,751.36
	35 12/20/2008	35,224.79	8,180.89	27,043.90	1,152,707.46
	2008 Totals	422,697.48	110,184.81	312,512.67	
	36 01/20/2009	35,224.79	7,993.35	27,231.44	1,125,476.02
	37 02/20/2009	35,224.79	7,804.52	27,420.27	1,098,055.75
	38 03/20/2009	35,224.79	7,614.38	27,610.41	1,070,445.34
	39 04/20/2009	35,224.79	7,422.91	27,801.88	1,042,643.46
	40 05/20/2009	35,224.79	7,230.12	27,994.67	1,014,648.79
	41 06/20/2009	35,224.79	7,036.00	28,188.79	986,460.00
	42 07/20/2009	35,224.79	6,840.52	28,384.27	958,075.73
	43 08/20/2009	35,224.79	6,643.70	28,581.09	929,494.64
	44 09/20/2009	35,224.79	6,445.50	28,779.29	900,715.35
	45 10/20/2009	35,224.79	6,245.94	28,978.85	871,736.50
	46 11/20/2009	35,224.79	6,044.98	29,179.81	842,556.69
	47 12/20/2009	35,224.79	5,842.64	29,382.15	813,174.54
	2009 Totals	422,697.48	83,164.56	339,532.92	
	48 01/20/2010	35,224.79	5,638.89	29,585.90	783,588.64
	49 02/20/2010	35,224.79	5,433.73	29,791.06	753,797.58
	50 03/20/2010	35,224.79	5,227.15	29,997.64	723,799.94
	51 04/20/2010	35,224.79	5,019.13	30,205.66	693,594.28
	52 05/20/2010	35,224.79	4,809.67	30,415.12	663,179.16
	53 06/20/2010	35,224.79	4,598.76	30,626.03	632,553.13
	54 07/20/2010	35,224.79	4,386.39	30,838.40	601,714.73
	55 08/20/2010	35,224.79	4,172.54	31,052.25	570,662.48
	56 09/20/2010	35,224.79	3,957.21	31,267.58	539,394.90
	57 10/20/2010	35,224.79	3,740.39	31,484.40	507,910.50
	58 11/20/2010	35,224.79	3,522.06	31,702.73	476,207.77
	59 12/20/2010	35,224.79	3,302.22	31,922.57	444,285.20
	2010 Totals	422,697.48	53,808.14	368,889.34	
	60 01/20/2011	35,224.79	3,080.86	32,143.93	412,141.27
	61 02/20/2011	414,999.23	2,857.96	412,141.27	0.00
	2011 Totals	450,224.02	5,938.82	444,285.20	
	Grand Totals	2,593,261.84	518,261.84	2,075,000.00	

LEASE AGREEMENT

Client No: 6734
Lease No: 1280

1280 9713

CUSTOMER NAME	LEGAL NAME Cow Harbour Construction Ltd.						
BILLING ADDRESS	STREET 316 Mackay Crescent						
Full Legal Name & Address	CITY Fort McMurray			PROVINCE AB		POSTAL CODE T9H 4E4	
CUSTOMER CONTACT	PERSON TO CONTACT Alphonse Hutchings			TELEPHONE NO. 780 791-5477		FAX NO. 780 743-3073	
TAX EXEMPTION NUMBER	GST NO.			PST NO.			
VENDOR	NAME Atlantic Tractors & Equipment Ltd.			SALES REP. Dave Josey			
	ADDRESS 175 Akerley Boulevard, Dartmouth, NS B2Y 3Z6						
EQUIPMENT DESCRIPTION	QUANTITY 2	DESCRIPTION (Year, Make, Model) 2006 Caterpillar Model 980H Wheel Loader					SERIAL NO. JMS01102 JMS01105
Attach a Schedule "A" for lengthy equipment descriptions.							
RENTAL DETAILS	ADVANCE PAYMENT DATE DEC 20/09 Completed by Concentra Financial		NEXT PAYMENT DATE JAN 01/10 Completed by Concentra Financial		FREQUENCY Monthly		
Payments will be made in advance.	INITIAL TERM Months	NO. OF PAYMENTS	RENTAL AMOUNT Excluding Tax	TAX	PROV	TOTAL PAYMENT	
Payments subject to change if tax amounts change.	48	1	\$55,000.00	PST GST HST	AB	\$57,750.00	
(estimated: subject to verification by Concentra Financial)		47	\$12,882.56	\$644.13	AB	\$13,526.69	
END OF TERM MINIMUM RESALE VALUE \$1.00							
INSURANCE AGREEMENT	THIRD PARTY LIABILITY COVERAGE AMOUNT \$2,000,000.00 (Completion MANDATORY on all licensed vehicles)						
BILLING SURCHARGE	Where an invoice is requested, the Customer hereby acknowledges that a \$5.00 surcharge will be added to each Rental to cover the Lessor's billing and handling expenses. The surcharge is subject to change without notice. Customer may avoid this billing surcharge by completing the "Pre-Authorized Payment Plan" section below.						
PRE-AUTHORIZED PAYMENT PLAN	Lessor is hereby authorized to periodically draw payments under its Pre-Authorized Payment Plan from the account as outlined on the attached sample cheque to cover the Rental and other amounts due under this Agreement. Authorized Cheque Signer(s): X Title(s): (PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE MARKED VOID)						

CUSTOMER ACKNOWLEDGEMENTS: IN THIS AGREEMENT LESSOR MEANS CONCENTRA FINANCIAL OR ANY ASSIGNEE OF CONCENTRA FINANCIAL AND THE WORDS CUSTOMER, LESSEE AND YOU ALL REFER TO THE ABOVE NAMED CUSTOMER(S). BY SIGNING THIS AGREEMENT: YOU ACKNOWLEDGE THE LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT; YOU ACKNOWLEDGE AND AGREE YOU HAVE SELECTED THE EQUIPMENT FOR LEASE; YOU ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE SET FORTH ON THIS PAGE AND THE FOLLOWING PAGES; IN THE EVENT THE AGREEMENT IS ASSIGNED TO A CREDIT UNION, TO THE EXTENT THAT IT MAY BE NECESSARY YOU HEREBY APPLY FOR MEMBERSHIP IN THE CREDIT UNION. YOU ACKNOWLEDGE HAVING READ THE ENTIRE LEASE AND ACCEPT THE TERMS AND CONDITIONS THAT ARE PART OF THIS LEASE. WHERE THERE IS MORE THAN ONE CUSTOMER YOU ACKNOWLEDGE YOUR OBLIGATION AND LIABILITY IS JOINT AND SEVERAL.

DATE OF AGREEMENT: * NOV 25, 2009

CUSTOMER (Legal Name): Cow Harbour Construction Ltd.
The undersigned affirms that he/she is duly authorized to execute this Agreement.

EXECUTE AGREEMENT HERE WHEN SIGNING AS A LIMITED COMPANY OR CORPORATION

Company: Cow Harbour Construction Ltd. By: X Title: President
Authorized Signature
Company: Cow Harbour Construction Ltd. By: Title:
Authorized Signature

EXECUTE AGREEMENT HERE WHEN SIGNING AS AN INDIVIDUAL

By: Authorized Signature
By: Authorized Signature

DELIVERY AND ACCEPTANCE CERTIFICATE

Customer hereby certifies that all equipment referred to above has been delivered, is fully installed and is in good operating condition. Customer unconditionally accepts the equipment and requests that Concentra Financial sign this lease and pay the equipment vendor.

DATE OF EQUIPMENT DELIVERY: * NOV 25, 2009

Legal location of Equipment: 316 Mackay Cres., Fort McMurray AB

Required for all leases where the equipment is attached to real property for registration of fixture filing notice.

CUSTOMER (Legal Name): Cow Harbour Construction Ltd.

The undersigned affirms that he/she is duly authorized to execute this Agreement.

By: X Title: President
By: Title:

18. **NOTICES/FACSIMILE TRANSMISSION:** Notices under this Agreement shall be in writing. Notices shall be given to the receiving party at the address or facsimile number last communicated to the sender. Notices shall be deemed given (i) on the date of delivery, if delivered by hand or sent by telegram; (ii) when the sender receives an appropriate confirmation of receipt if sent by facsimile transmission; or (iii) on the 5th postal delivery day following the date of mailing, if sent by pre-paid registered mail at a time when normal postal service is in effect. All information transmitted by facsimile transmission shall be conclusively considered to be valid and Lessor shall not be responsible for any liability or loss incurred by Customer for acting or failing to act on instructions so received (other than due to Lessor's gross negligence or willful misconduct). The Lessor may, if necessary, enter into evidence in any trial the facsimile transmission received by the Lessor (or any photocopy of such a transmission) as if it were the original document, and the facsimile transmission copy will be sufficient and valid proof of the information contained in the facsimile transmission communication.

19. **FURTHER ASSURANCES:** Customer will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Customer shall send Lessor up audited and/or unaudited financial statements within fourteen (14) days of such request.

20. **COLLECTION CHARGES:** All reasonable charges and expenses incurred either directly or indirectly by the Lessor in seizing, charging for, preserving and selling or otherwise disposing of the Equipment or in collecting the Financial Obligation (including legal costs on a solicitor and client basis) shall be debt due to the Lessor and forthwith payable by the Customer. Should Customer fail to pay when due any part of the Rental or renewal Rental reserved in this Agreement or any sum required to be paid to Lessor hereunder, the Customer shall pay to the Lessor, in addition thereto, late payment fees or charges at such rates as established by the Lessor from time to time for each month or part thereof for which said Rent or other sum shall be delinquent together with interest on any such sums in default from the due date thereof until paid in full at the rate of 2% per month compounded monthly (26.82% per annum). Customer further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge to reimburse Lessor for its time and expense incurred with respect to a cheque or a Pre-Authorized Payment debit that is returned for any reason, such NSF charges are at the rates established by the Lessor from time to time.

21. **LEASE BROKERS:** Customer acknowledges and agrees that any broker engaged by the Customer to initiate or secure this Lease is and shall be deemed the agent and representative of the Customer and no representation, warranty or other statement made by the broker to induce the Customer to enter into this lease is or shall be binding upon the Lessor unless specifically accepted by the Lessor in writing.

22. **FINANCING STATEMENT:** Lessor may file a financing statement or similar registration with respect to this Lease. Any such filings or registrations are not necessary to be deemed evidence of intent to create a security interest under Personal Property Security legislation or similar legislation. To the extent permitted by law, Customer waives requirement of being provided with a copy of any financing or verification statement or renewal thereof.

23. **ADD-ON EQUIPMENT:** Customer and Lessor agree that additional Equipment ("Add-on Equipment") may be rented pursuant to this Agreement, the terms and conditions of which shall apply thereto, provided Customer and Lessor agree in writing to the specific terms and conditions of such rental. Any such writing, which may include a purchase order issued by Customer for such Add-on Equipment, shall provide: (1) reference to this Agreement; (2) a description of the Add-on Equipment; (3) the term of such rental; (4) the payment frequency or number of payments; and (5) the Rental amount payable for the Add-on Equipment. The rental of such Add-on Equipment shall be subject to the terms and conditions of this Agreement except as specifically provided in such writing.

24. **FEES AND CHARGES:** Customer agrees to pay the usual and reasonable fees and charges imposed by the Lessor in relation to the entry and operation of the lease arrangement and any amendment, assignment or alteration at the rates established by the Lessor from time to time, including but not limited to contract initiation fees, re-write or trade-up fees, assumption fees, assignment fees, processing and insurance fees, NSF fees, late payment or disbursement fees, wire transfer fees, future filing and registration fees as may be applicable or necessary. Customer acknowledges and agrees that such fees may be added to any balance outstanding and that Customer shall not be entitled to request or receive a financing discharge statement until all such fees have been paid in full.

25. **MISCELLANEOUS:** This Agreement shall be governed by the Financial Leasing Entry Regulations and by the laws of the Province where the Agreement is executed by the Customer. This is of the essence with respect to this Agreement. The waiver by Lessor of any default shall constitute a waiver of any other default by Customer or waiver of Lessor's rights. Should Customer fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 2% per month compounded monthly (26.82% per annum) shall be considered as additional rental to be paid by Customer. This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth in this Agreement and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Clerical errors shall not affect the validity of this Agreement and Lessor shall be entitled to unilaterally correct the same. To the extent permitted by law or statute and to the extent the same extends to and relates to this Agreement as amended or renewed or any collateral security interests or promissory note, Customer waives the benefit of all provisions of any applicable conditional sales, regulatory credit and other statutes and regulations made in any manner, which affect, restrict or limit the rights of Lessor including without limiting the generality of the foregoing, all of the rights, benefits and protection given or afforded to it by Section 49 of the Law of Property Act of Alberta as amended and the provisions of the Limitations of Civil Rights Act of Saskatchewan as amended. Customer also waives any right to demand security for costs in the event of litigation. Lessor and Customer represent and agree that the persons signing this Agreement have the capacity and authority to sign the Agreement and the Corporate Seal of either party need not be affixed to this Agreement. Where this is more than one customer you acknowledge your obligation and liability is joint and several.

PRIVACY STATEMENT

Maintaining the privacy of our clients and employees has been an integral part of our daily operations since our inception. We are committed to ensuring the accuracy, confidentiality and security of the information we hold about you. This practice is more than simply a legal requirement; it is an ethical obligation we readily accept.

Code for the Protection of Personal Information

Introduction: Concentra Financial is part of the co-operative financial system. Concentra Financial is a federally regulated financial institution and, as such, has a responsibility to be open and accessible while, at the same time, demonstrating the greatest respect for protection of the personal privacy of individuals. In adopting this Code for the Protection of Personal Information, what has been accepted practice becomes a documented commitment to the individual.

Principles: Ten interrelated principles form the basis of Concentra Financial's Code for the Protection of Personal Information.

Accountability: Concentra Financial is responsible for personal information under its control and has designated an individual who is accountable for Concentra Financial's compliance with the principles of the Code.

Identifying Purposes: When establishing a new or enhanced client relationship the purposes for which personal information is collected shall be identified at or before the time the information is collected.

Consent: The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except as otherwise required or permitted by law. With respect to personal information collected before the publication of this Code, Concentra Financial will make reasonable efforts to ensure that individual individuals may withdraw their consent to the collection, use or disclosure of information at any time subject to legal or contractual restrictions and reasonable notice.

Limiting Collection: The collection of personal information shall be limited to that which is necessary for the purposes identified by Concentra Financial. Information shall be collected by fair and lawful means. Concentra Financial may collect information from external sources, such as credit reporting agencies and income sources, identified to Concentra Financial for these purposes.

Limiting Use, Disclosure and Retention: Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes.

Accuracy: Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. Concentra Financial will generally rely on individual customers to provide updated information such as changes in the customer addresses and other contact information.

Safeguards: Personal information shall be protected by security safeguards appropriate to the sensitivity of the information. Concentra Financial will take the same standard of care as it takes to safeguard its own confidential information of a similar nature. Employees are individually required to sign an Oath of Ethical Conduct, including a commitment to keep an individual's personal information in strict confidence.

Openness: Concentra Financial shall make readily available to individuals specific, understandable information about its policies and practices relating to the management of personal information.

Individual Access: Upon request in writing, an individual shall be informed of the existence, use, and disclosure of his/her personal information, and shall be given access to that information, except where the law requires or permits Concentra Financial to deny access. An individual is entitled to question the accuracy and completeness of the information and have it amended as appropriate. An individual may incur a cost for further request only if Concentra Financial has informed the individual of the cost and the individual agrees to proceed with the request.

Compliance: An individual shall be able to question Concentra Financial's compliance with the above principles. Such inquiries shall be directed to: Concentra Financial, Attention: Privacy Officer, 333 - 3rd Avenue North, Saskatoon, SK, S7K 2M2 Telephone: 1 800 783-5311 Facsimile: (306) 652-7614 E-mail: privacy@concentrafinancial.ca

RESTRICTION OF CONSENT

The Restriction of Consent only applies to individuals; not corporate entities. Completion by an individual is optional.

I would prefer that Concentra Financial not use my personal information for the following purposes:

1. to share with other co-operative financial services organizations. I acknowledge this choice may limit the ability of Concentra Financial to offer me some services that require the sharing of my information.
2. to inform me of products and services that may be of interest to me. This choice will not affect my ability to attain credit or other products or services.

(I understand that I can change my mind on these choices at any time.)

*Co-operative financial services organizations includes Credit Unions, Caisse Populaires, CUCREDIT, CUMIS, The Co-operators, Credit Union Group, provincial Credit Union Centrais and other affiliates and partners.

SIGNATURE

DATE

INITIALS A. H.

26228 Concentra Financial - 2006 CAT 980H Loader (2 units) S/N 1102 & 1105

Compound Period : Monthly

Nominal Annual Rate : 11.048 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	30/11/2009	550,000.00	1		
2 Payment	30/11/2009	55,000.00	1		
3 Payment	20/01/2010	12,882.56	48	Monthly	20/12/2013

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	30/11/2009				550,000.00
1	30/11/2009	55,000.00	0.00	55,000.00	495,000.00
2009 Totals		55,000.00	0.00	55,000.00	
2	20/01/2010	12,882.56	7,581.38	5,301.18	489,698.82
3	20/02/2010	12,882.56	4,508.44	8,374.12	481,324.70
4	20/03/2010	12,882.56	4,431.34	8,451.22	472,873.48
5	20/04/2010	12,882.56	4,353.54	8,529.02	464,344.46
6	20/05/2010	12,882.56	4,275.01	8,607.55	455,736.91
7	20/06/2010	12,882.56	4,195.77	8,686.79	447,050.12
8	20/07/2010	12,882.56	4,115.79	8,766.77	438,283.35
9	20/08/2010	12,882.56	4,035.08	8,847.48	429,435.87
10	20/09/2010	12,882.56	3,953.62	8,928.94	420,506.93
11	20/10/2010	12,882.56	3,871.42	9,011.14	411,495.79
12	20/11/2010	12,882.56	3,788.46	9,094.10	402,401.69
13	20/12/2010	12,882.56	3,704.73	9,177.83	393,223.86
2010 Totals		154,590.72	52,814.58	101,776.14	
14	20/01/2011	12,882.56	3,620.24	9,262.32	383,961.54
15	20/02/2011	12,882.56	3,534.96	9,347.60	374,613.94
16	20/03/2011	12,882.56	3,448.90	9,433.66	365,180.28
17	20/04/2011	12,882.56	3,362.05	9,520.51	355,659.77
18	20/05/2011	12,882.56	3,274.40	9,608.16	346,051.61
19	20/06/2011	12,882.56	3,185.94	9,696.62	336,354.99
20	20/07/2011	12,882.56	3,096.67	9,785.89	326,569.10
21	20/08/2011	12,882.56	3,006.58	9,875.98	316,693.12
22	20/09/2011	12,882.56	2,915.65	9,966.91	306,726.21
23	20/10/2011	12,882.56	2,823.89	10,058.67	296,667.54
24	20/11/2011	12,882.56	2,731.29	10,151.27	286,516.27
25	20/12/2011	12,882.56	2,637.83	10,244.73	276,271.54
2011 Totals		154,590.72	37,638.40	116,952.32	
26	20/01/2012	12,882.56	2,543.51	10,339.05	265,932.49
27	20/02/2012	12,882.56	2,448.32	10,434.24	255,498.25
28	20/03/2012	12,882.56	2,352.26	10,530.30	244,967.95

26228 Concentra Financial - 2006 CAT 980H Loader (2 units) S/N 1102 & 1105

	Date	Payment	Interest	Principal	Balance
29	20/04/2012	12,882.56	2,255.31	10,627.25	234,340.70
30	20/05/2012	12,882.56	2,157.47	10,725.09	223,615.61
31	20/06/2012	12,882.56	2,058.73	10,823.83	212,791.78
32	20/07/2012	12,882.56	1,959.08	10,923.48	201,868.30
33	20/08/2012	12,882.56	1,858.51	11,024.05	190,844.25
34	20/09/2012	12,882.56	1,757.02	11,125.54	179,718.71
35	20/10/2012	12,882.56	1,654.59	11,227.97	168,490.74
36	20/11/2012	12,882.56	1,551.22	11,331.34	157,159.40
37	20/12/2012	12,882.56	1,446.90	11,435.66	145,723.74
2012 Totals		154,590.72	24,042.92	130,547.80	
38	20/01/2013	12,882.56	1,341.61	11,540.95	134,182.79
39	20/02/2013	12,882.56	1,235.36	11,647.20	122,535.59
40	20/03/2013	12,882.56	1,128.13	11,754.43	110,781.16
41	20/04/2013	12,882.56	1,019.91	11,862.65	98,918.51
42	20/05/2013	12,882.56	910.70	11,971.86	86,946.65
43	20/06/2013	12,882.56	800.48	12,082.08	74,864.57
44	20/07/2013	12,882.56	689.24	12,193.32	62,671.25
45	20/08/2013	12,882.56	576.99	12,305.57	50,365.68
46	20/09/2013	12,882.56	463.69	12,418.87	37,946.81
47	20/10/2013	12,882.56	349.36	12,533.20	25,413.61
48	20/11/2013	12,882.56	233.97	12,648.59	12,765.02
49	20/12/2013	12,882.56	117.54	12,765.02	0.00
2013 Totals		154,590.72	8,866.98	145,723.74	
Grand Totals		673,362.88	123,362.88	550,000.00	

26228 Concentra Financial - 2006 CAT 980H Loader (2 units) S/N 1102 & 1105

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Last interest amount increased by 0.02 due to rounding.

APPENDIX "E"

LEASE #38 WITH

AIG COMMERCIAL EQUIPMENT FINANCE COMPANY

MASTER LEASE AGREEMENT

Lessor: **AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA /
COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA**

Lessee: **COW HARBOUR CONSTRUCTION LTD.**

THIS MASTER LEASE AGREEMENT ("Agreement") is made and entered into by and between Cow Harbour Construction Ltd. ("Lessee"), a corporation duly organized and existing under the laws of the Province of Alberta with its principal office at 316 Mackay Crescent, Fort McMurray, Alberta, Canada T9H 4E4 and AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA, a Nova Scotia unlimited liability company (the "Lessor") with an office at 145 Wellington Street West, 9th Floor, Toronto, Ontario, Canada M5J1H8. The parties may, now or in the future, enter into one or more Equipment Schedules (each a "Schedule") which refer to and incorporate by reference this Agreement. Each Schedule shall constitute a lease (each, a "Lease") for the Equipment (defined below) specified therein. Additional details pertaining to each Lease are specified in the applicable Schedule. Lessor has no obligation to enter into any additional Leases with, or extend any future financing to, Lessee.

1. **LEASE, DELIVERY AND ACCEPTANCE.** Subject to and upon all of the terms and conditions of this Agreement and each Schedule, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the property described in each such Schedule (the "Equipment") for the Term (as defined in Section 2 below) set forth in such Schedule. Lessor hereby appoints Lessee as Lessor's agent for the sole and limited purpose of accepting delivery of the Equipment from each vendor thereof. Upon delivery, Lessee shall inspect and, to the extent the Equipment conforms to the condition required by the applicable sales contract, accept the Equipment. Lessee will evidence its acceptance of the Equipment by acknowledging such acceptance in the applicable Schedule or, upon Lessor's request, by executing and delivering to Lessor a Delivery and Acceptance Certificate (in the form provided by Lessor). Lessee shall pay any and all shipping, delivery and installation charges. Lessor shall not be liable to Lessee for any delay in, or failure of, delivery of the Equipment.

2. **TERM.** Each Lease shall be effective and the term of each Lease ("Term") shall commence on the date of Lessor's acceptance of the applicable Schedule executed by Lessee and, unless sooner terminated or extended, such Lease shall expire on the Term Expiration Date specified in the applicable Schedule; *provided, however*, that obligations due to be performed by the Lessee during the Term shall continue until they have been performed in full. If any Term is extended, the word, "Term" shall be deemed to refer to all extended terms, and all provisions of this Agreement shall apply during any extended terms, except as otherwise expressly provided in writing.

3. **RENT.** Lessee shall pay rent ("Rent") to Lessor for use of the Equipment during the Term in the amount set forth in and due as stated in the applicable Schedule. The term "Rent" shall include all payments due under a Lease including, but not limited to rental payments, adjustments to rent, if any, security deposits and interim rents. Lessee agrees to pay Lessor all applicable Provincial Sales Tax, Goods and Services Tax, Harmonized Sales Tax or any other applicable tax relating to any Lease payments. Timeliness of Lessee's payment and its other performance under any Lease is of the essence. If any Rent or other amount payable by Lessee hereunder is not paid within ten (10) days after its due date, Lessee agrees to pay on demand, a late charge calculated thereon at the rate of 1½% per month for so long such Rent or other amount remains unpaid after the original due date or, at Lessor's option, a one-time charge equal to five percent (5%) of such unpaid Rent or other amount due hereunder, but only to the extent permitted by applicable law, otherwise at the highest rate Lessee can legally obligate itself to pay or Lessor can legally collect. Unless otherwise stated, all amounts are in Canadian dollars and payments provided for herein shall be in immediately available funds and shall be payable to Lessor by wire transfer to the account or at its address specified in the applicable Schedule, or at any other place designated by Lessor.

4. **LEASE NOT CANCELABLE; LESSEE'S OBLIGATIONS ABSOLUTE.** No Lease may be prepaid, canceled or terminated except as expressly provided herein or in the respective Schedule or other written rider or amendment to the Lease, executed by both Lessor and Lessee. Lessee's obligation to pay all Rent due or to become due hereunder shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever, including any rights or claims Lessee may have against any person or entity, including, but not limited to, the manufacturer, vendor, or supplier of the Equipment related to any defects, malfunctions, breakdowns or infirmities in the Equipment or any representations by the manufacturer, supplier or vendor thereof or any accident, condemnation or unforeseen circumstances. If the Equipment is unsatisfactory for any reason, Lessee shall make any claim solely against the manufacturer, supplier or vendor thereof and shall, nevertheless, pay Lessor all Rent payable hereunder.

5. **SELECTION AND USE OF EQUIPMENT.** Lessee agrees that it shall be responsible for the selection, use of, and results obtained from, the Equipment and any other associated equipment or services. Lessee agrees that the Equipment will be operated solely by competent, qualified personnel in connection with Lessee's business for the purpose for which the Equipment was designed and in accordance with applicable operating instructions, insurance policies, laws and government regulations. Lessee shall not permanently discontinue use of the Equipment. Lessee shall procure and maintain in effect all orders, licenses, certificates, permits, approvals and consents required by provincial, Canadian federal, or local laws or by any governmental body, agency or authority in connection with the delivery, installation, possession, use and operation of the Equipment. The Equipment shall be operated solely in the location specified for it in the applicable Schedule, provided, however, Lessee may move Equipment to another location within Canada provided that Lessee has delivered to Lessor (A) prior written notice thereof and (B) duly executed agreements and instruments (all in form and substance satisfactory to Lessor) necessary or, in the opinion of the Lessor, desirable to protect Lessor's interest in such Equipment. Notwithstanding anything to the contrary in the immediately preceding sentence, Lessee may keep any Equipment consisting of motor vehicles or rolling stock at any location in the one or more Provinces specified in the applicable Schedule.

6. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that (i) the Equipment is of a size, design and capacity selected by Lessee, (ii) Lessor is neither a manufacturer nor a vendor of such Equipment and Lessor did not select the Equipment, (iii) LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND THAT LESSOR MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, QUALITY, DURABILITY, VALUE, DESIGN, OPERATION, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN ANY RESPECT WHATSOEVER OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OR ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED WITH RESPECT THERETO, AND HEREBY DISCLAIMS ANY SUCH WARRANTY. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE A CLAIM AGAINST LESSOR FOR BREACH OF ANY WARRANTY WHATSOEVER. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION OR LIABILITY FOR, NOR SHALL LESSEE HAVE ANY REMEDY AGAINST LESSOR FOR ANY ACTUAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR OTHER CLAIM, LOSS, DAMAGE OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY DEFICIENCY OR DEFECT THEREOF OR THE INSTALLATION, OPERATION, MAINTENANCE OR REPAIR THEREOF OR THERETO. Lessee may have rights under the contract evidencing Lessor's purchase of the Equipment from the manufacturer or vendor. Lessee is advised to contact such manufacturer or vendor of the Equipment for a description of any such rights. Lessor hereby assigns to Lessee during the term of any Lease, so long as no Event of Default has occurred hereunder and is continuing, for the sole purpose of prosecuting a claim, the benefits of any and all warranties, if any, expressed or implied with respect to the Equipment, running from the manufacturer or the vendor of the Equipment to the Lessor or its assigns, to the extent assignable. Lessee, by its execution of each Schedule, acknowledges that it has received

a copy of the manufacturer's warranties for the applicable Equipment. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the equipment, and not against Lessor or its assigns. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

7. **OWNERSHIP; MARKING; LIENS.** The Equipment is and shall be the sole property of Lessor and the parties agree that the Equipment shall at all times remain personal property and not a fixture and that Lessor's title thereto shall not be impaired, notwithstanding the manner in which it may be affixed to any real property. Lessee shall affix to the Equipment any labels supplied by Lessor indicating ownership of such Equipment and shall promptly replace any such markings or identification which are removed, defaced or destroyed. Lessee shall obtain and record such instruments and take such steps as may be necessary to prevent any person or entity from acquiring any rights in the Equipment by reason of the Equipment being claimed or deemed to be real property.

It is the express intention of the parties hereto that (1) each Lease constitutes a true "lease" and not a sale or retention of security interest; (2) title to the Equipment shall at all times remain in Lessor, and Lessee shall acquire no ownership, property, rights, equity or interest other than a leasehold interest, solely as Lessee subject to the terms and conditions of the respective Lease. If, notwithstanding the express intent of the parties, a court of competent jurisdiction determines that any Schedule is not a true lease, but rather is a sale and extension of credit, a lease intended for security, a loan secured by the Equipment specified in such Schedule, or other similar arrangement, the parties agree that in such event: (A) in order to secure the prompt payment and performance as and when due of all of Lessee's obligations (both now existing and hereafter arising) under each such Schedule, Lessee shall be deemed to have granted and it hereby grants to Lessor, a first priority security interest in the following (whether now existing or hereafter created): the Equipment described in such Schedule and all cash and non-cash proceeds, including the proceeds of all insurance policies (regardless of whether the Equipment is characterized as Lessee's "equipment" or "inventory" under the applicable Personal Property Security Act or similar law, and the security deposit, if any; and (B) Lessee agrees that with respect to the Equipment and security deposit, in addition to all of the other rights and remedies available to Lessor hereunder upon the occurrence of an Event of Default, Lessor shall have all of the rights and remedies of a first priority secured party under the applicable law. Lessee may not dispose of any of the Equipment except to the extent expressly provided herein, notwithstanding the fact that proceeds constitute a part of the Equipment.

For purposes of Quebec law, as continuing and collateral security for Lessee's obligations under any this Agreement and any Schedule, Lessee hereby grants a hypothec in favour of Lessor on all proceeds derived from the equipment, including insurance proceeds and proceeds from any lease or sublease of the Equipment for an amount equal to 120% of the sum of the Lease payments due under any and all Schedules hereunder together with interest thereon from the date hereof at the rate of 18% per annum.

Lessee hereby authorizes Lessor to file such financing statements, financing change statements, registrations forms in respect of the hypothecs granted hereunder and other documents and to do such acts, matters and things (including completing and amending any Schedule or registration made pursuant to any Personal Property Security Act or similar legislation to identify the Equipment by serial number and other identifying data) as Lessor may deem appropriate to perfect Lessor's rights under this Agreement and any Lease hereunder and to protect and preserve the Equipment and to realize upon the Equipment. Lessee shall execute and deliver to Lessor for filing any similar documents Lessor may request.

Upon request by Lessor, Lessee shall obtain and deliver to Lessor valid and effective waivers, in registerable form, by the owners, landlords and mortgagees of the real property upon which the Equipment is located or certificates of Lessee that it is the owner of such real property or that such real property is neither leased nor mortgaged. Furthermore, Lessee agrees to maintain the Equipment free from all claims, liens, hypothecs, attachments, or encumbrances of any nature or kind whatsoever including legal processes ("Liens") of creditors of Lessee or any other persons, other than Liens for fees, taxes, levies, duties or other governmental charges of any kind, Liens of mechanics, materialmen, laborers, employees or suppliers and similar Liens not yet delinquent or that are being contested in good faith by negotiations or by appropriate proceedings which

suspend the collection thereof, *provided, however*, that such proceedings do not involve any substantial risk (as determined in Lessor's sole discretion) of the sale, forfeiture or loss of the Equipment or any interest therein). Lessee will defend, at its own expense, Lessor's title to the Equipment from such claims, Liens or legal processes. Lessee shall also notify Lessor immediately upon receipt of notice of any Lien affecting the Equipment in whole or in part.

8. **MAINTAINENCE OF EQUIPMENT.** Lessee, at its sole cost and expense, shall maintain, service and repair the Equipment: (i) in accordance and consistent with (A) the manufacturer's or supplier's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the manufacturer, supplier or service provider, (B) the requirements of all applicable insurance policies, (C) the purchase agreement or supply contract, if any, so as to preserve all of Lessee's and Lessor's rights thereunder, including all rights to any warranties, indemnities or other rights or remedies, (D) all applicable laws, and (E) the prudent practice of other similar companies in the same business as Lessee, but in any event, to no lesser standard than that employed by Lessee for comparable equipment owned or leased by it; (ii) without limiting the foregoing, so as to cause the Equipment to be in good repair, condition and working order and in at least the same condition as when delivered to Lessee hereunder, except for ordinary wear and tear resulting despite Lessee's full compliance with the terms hereof. All replacement parts shall be free and clear of all liens, encumbrances, hypothecs or rights of others and have a value, utility and remaining useful life at least equal to the parts replaced. Title to all such parts, improvements and additions to the Equipment immediately shall vest in Lessor, without cost or expense to Lessor or any further action by any other person, and such parts, improvements and additions shall be deemed incorporated in the Equipment and subject to the terms of the Lease as if originally leased hereunder. The Lessee agrees to keep the Equipment in a suitable environment as specified by the manufacturer's guidelines or the equivalent and meet all recertification requirements. Lessee shall make the Equipment and its maintenance records available for inspection by Lessor at reasonable times and upon reasonable notice.

9. **ALTERATION; MODIFICATIONS; PARTS.** Lessee may not materially alter or modify the Equipment without the prior written consent of Lessor. Any alteration shall be removed and the Equipment restored to its normal, unaltered condition at Lessee's expense (without damaging the Equipment's originally intended function or its value) prior to its return to Lessor. Any part installed in connection with warranty or maintenance service or which cannot be removed in accordance with the preceding sentence shall be the property of Lessor.

10. **LOSS OR DAMAGE; STIPULATED LOSS VALUE.** Until the Equipment is returned to and received by Lessor as provided in Section 14 hereof, Lessee shall bear the entire risk of loss or destruction or damage to the Equipment ("**Casualty Loss**"). No Casualty Loss shall relieve Lessee from its obligations to pay Rent except as expressly provided in this section. When any Casualty Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor and at Lessee's sole cost and expense, promptly place such Equipment in good repair and working order in the condition required by this Agreement. Provided that no Event of Default has occurred and is continuing, upon receipt of evidence reasonably satisfactory to Lessor of completion of such repairs, Lessor will apply any net insurance proceeds received by Lessor on account of such loss to the cost of repairs. Upon the occurrence of the loss, disappearance, theft, damage or destruction of any item of the Equipment to such extent as shall make repair thereof uneconomical or has rendered any item of the Equipment permanently unfit for normal use, or the condemnation, confiscation, requisition, seizure, forfeiture or other taking of title to or use of any item of the Equipment or the imposition of any Lien thereon by any governmental authority (any of the foregoing occurrences being herein referred to, in Lessor's discretion, as a "**Total Loss**"), Lessee shall, on the next date for the payment of Rent, pay to Lessor the Rent due on that date plus the Stipulated Loss Value (set forth in applicable Schedule) of the item or items of the Equipment with respect to which the Total Loss has occurred and any other sums due hereunder with respect to that Equipment (less any insurance proceeds or condemnation award actually paid and received by Lessor). Upon making such payment, the Lease and the obligation to make future rental payments shall terminate solely with respect to the Equipment or items thereof so paid for and (to the extent applicable) Lessee shall become entitled thereto "AS IS WHERE IS" without warranty, express or implied, with respect to any matter whatsoever. Stipulated Loss Value shall be determined as of the next date on which a payment of Rent is or would be due after a Total Loss, after payment of any Rent due on such date, and the applicable Stipulated

Loss Value shall be that which is set forth with respect to such Rent payment. If Lessee fails to perform its obligations under this Section 10, Lessor shall have the right to substitute performance, in which case, Lessee shall immediately upon demand, reimburse Lessor therefore.

11. **INSURANCE.** Lessee shall obtain and maintain at all times (including, without limitation, any period of storage) on the Equipment, at its own expense, all risk physical damage insurance and comprehensive general and/or automobile (as appropriate) liability insurance (covering bodily injury and property damage exposure including, without limitation, contractual liability and products liability) in such amounts, against such risks, in such form and with such insurers as Lessor may reasonably require, provided, however, that the amount of all-risk physical damage insurance shall not be less than the greater of (a) the replacement value of the Equipment; or (b) the Stipulated Loss Value of the Equipment specified in the applicable Schedule. Each physical damage insurance policy will name Lessor as loss payee. Each liability insurance policy shall provide coverage (including contractual, cross-liability and personal injury coverage) of not less than \$5,000,000 or the amount required by law, whichever is greater for each occurrence, name Lessor as an additional insured, and be primary as respects of any other insurance. Each insurance policy shall provide, by endorsement or otherwise that the interests of Lessor shall not be invalidated by any action or inaction of Lessee, guarantor or any other person, and shall insure Lessor regardless of any breach or violation by Lessee or any other person, of any warranties, declarations or conditions of such policies. All policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any material change in the terms or cancellation of the policy and shall include a waiver of subrogation as respects Lessor's insurance policies. Lessee shall be liable for all deductible portions of all required insurance. Lessee shall furnish a certificate of insurance providing confirmation of these insurance policies and, at Lessor's request, Lessee shall provide a copy of each insurance policy (with endorsements); provided, however, Lessor shall have no duty to ascertain the existence of or to examine the insurance policies to advise Lessee if the insurance coverage does not comply with the requirements of this section. If Lessee fails to insure the Equipment as required, Lessor shall have the right but not the obligation to obtain such insurance, and the cost of the insurance shall be for the account of Lessee due as part of the next due Rent. Lessee consents to Lessor's release, upon its failure to obtain appropriate insurance coverage, of any and all information necessary to obtain insurance with respect to the Equipment or Lessor's interest therein. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts issued with respect to any Casualty Loss under any insurance policy relating to the Equipment.

12. **TAXES.** Lessee will pay all personal property taxes, including without limitation all sales, use, excise, goods and services, harmonized and other taxes, charges, fees, levies, imposts, duties, withholdings and governmental charges on the Equipment. Lessee shall, to the extent permitted by law, cause all billings of such taxes, fees, levies, imposts, duties, withholdings and governmental charges to be made to Lessee. Lessee shall indemnify and hold Lessor harmless from, all sales, use, excise, goods and services, harmonized and other taxes, charges, fees, levies, imposts, duties, withholdings and governmental charges on the Equipment (including, without limitation, income, franchise, business and occupation, gross receipts, sales, use, licensing, registration, titling, personal property, stamp and interest equalization taxes, levies, imposts, duties, charges or withholdings of any nature), and any fines, penalties or interest thereon, imposed or levied by any governmental body, agency or tax authority upon or in connection with the Equipment, its purchase, ownership, delivery, leasing, possession, use or relocation of the Equipment or otherwise in connection with the transactions contemplated by each Lease or the Rent thereunder, excluding taxes on or measured by the net income of Lessor. Lessee shall prepare and file all property tax reports, renditions, returns and information statements which are required to be made with respect to any item of Equipment leased hereunder. For that purpose, Lessor hereby appoints Lessee it agent and attorney-in-fact to make filings and/or payments on behalf of Lessor where the incidence thereof falls on Lessor. Lessor will cooperate with Lessee by timely providing information requested by Lessee in connection with Lessee's preparation and filing of such reports, renditions, returns or information statements. Lessor further agrees to forward to Lessee any assessments, tax bills or other correspondence received in connection therewith. Upon request, Lessee will furnish to Lessor proof of payment of all taxes and other imposts described above.

13. **PURCHASE OPTION.** So long as no Event of Default or event which with the giving of notice, the passage of time, or both, would constitute an Event of Default shall have occurred and be continuing,

Lessee may, upon written notice to Lessor received at least one hundred eighty (180) days prior to the Term Expiration Date for the applicable Lease, purchase all, but not less than all, the Equipment covered by the applicable Lease on such Term Expiration Date. The purchase price for such Equipment (the "**Purchase Price**"), shall be its fair market value on an "In-place, In-use" basis, as mutually agreed by Lessor and Lessee, or, if they cannot agree, as determined by an independent appraiser selected by Lessor and approved by Lessee, which approval will not be unreasonably delayed or withheld. Lessee shall pay the cost of any such appraisal. If Lessee has elected to exercise its purchase option, then on the Term Expiration Date for any Equipment, Lessee shall pay to Lessor the Purchase Price, together with all Provincial sales tax, Goods and Services Tax, Harmonized Sales Tax or any other taxes applicable to the transfer of the Equipment and any other amount payable and arising hereunder, in immediately available funds, whereupon Lessor shall transfer to Lessee, without recourse or warranty of any kind, express or implied, all of Lessor's right, title and interest in and to such Equipment on an "As Is, Where Is" basis, except Lessor will warrant that the Equipment is free and clear of any liens created by Lessor.

14. RETURN OF EQUIPMENT; HOLDOVER. Except for Equipment that has suffered a Total Loss and is not required to be repaired pursuant to Section 10 hereof or Equipment which has been purchased by Lessee pursuant to Section 13 hereof, upon expiration or termination of the Term of a Lease, or upon demand by Lessor pursuant to Section 20 below, Lessee shall contact Lessor for shipping instructions and, at Lessee's own risk, immediately return the Equipment, freight, equipment loading, unloading and rigging costs prepaid, to a location specified by Lessor. At the time of such return to Lessor, the Equipment shall (i) be in the operating order, repair and condition as required by or specified in the original specifications and warranties of each manufacturer and vendor thereof, ordinary wear and tear excepted, and meet all recertification requirements and (ii) be capable of being immediately assembled and operated by a third party purchaser or third party lessee without further repair, replacement, alterations or improvements, and in accordance and compliance with any and all statutes, laws, ordinances, rules and regulations of any governmental authority or any political subdivision thereof applicable to the use and operation of the Equipment. Except as otherwise provided under Section 13 hereof, at least one hundred eighty (180) days before the expiration of any Term, Lessee shall give Lessor written notice of its intent to return the Equipment at the end of such Term ("**Return Notice**"). During such one hundred eighty-day period, Lessor and its prospective purchasers or lessees shall have the right of access to the premises on which the Equipment is located to inspect the Equipment, and Lessee shall cooperate in all other respects with Lessor's remarketing of the Equipment. The provisions of this Section 14 are of the essence of the Lease, and upon application to any court of equity having jurisdiction in the premises, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee set forth in this Section 14. If Lessee fails to return Equipment pursuant to the provisions of this section, the terms and conditions of the Lease shall remain in full force and effect and Lessee shall be obligated to pay to Lessor Rent during each month (or any part thereof) when Lessor is not in possession of the Equipment after the end of the Term of the Lease (the "**Holdover Period**") in an amount equal to one and one-quarter (1.25) times the monthly (or other applicable increment) rental payments required during the Term of the Lease.

15. GENERAL INDEMNITY. Each Lease is a net lease. Therefore, Lessee shall indemnify Lessor and its successors and assigns and each of their agents, directors and employees (each an "**Indemnitee**") against, and hold each such Indemnitee harmless from and against any and all Claims (other than such as may result from the gross negligence or willful misconduct of such Indemnitee), by paying (on an after-tax basis) or otherwise discharging same, when and as such Claims shall become due, including Claims arising on account of any Lease or the Equipment, or any part thereof, including the ordering, acquisition, delivery, installation or rejection of the Equipment, the possession, maintenance, use, condition, ownership or operation of any item of Equipment, and by whomsoever owned, used or operated, during the term of any Lease hereunder with respect to that item of Equipment, the existence of latent and other defects (whether or not discoverable by Lessor or Lessee), any claim in tort for negligence or strict liability, any claim for patent, trademark or copyright infringement, any claim for the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment or any item thereof, or for whatever other reason whatsoever. It is the express intention of both Lessor and Lessee that the indemnity provided for in this section includes the agreement by Lessee to indemnify the Indemnitees from the consequences of such Indemnitees' own simple negligence, whether that negligence is the sole or concurring cause of the Claims, and to further indemnify such Indemnitees with respect to Claims for which the Indemnitees are strictly liable. Lessor or the

Indemnatee affected thereby, shall give Lessee prompt notice of any Claim hereby indemnified against and Lessee shall be entitled to control the defense thereof, so long as no payment default, bankruptcy or insolvency default or Event of Default has occurred and is then continuing and such Claim does not involve the possibility of criminal sanctions on any Indemnatee; *provided, however*, that Lessor or such Indemnatee shall have the right, in its reasonable discretion, to approve defense counsel selected by Lessee. For the purposes of this Lease, the term "Claims" shall mean all claims, allegations, harms, judgments, good faith settlements entered into, suits, actions, debts, obligations, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), charges that any Indemnatee has incurred or for which it is responsible, in the nature of interest, Liens (other than Lessor's Liens), and costs (including reasonable attorneys' fees and disbursements and any other reasonable legal or non-legal expenses of investigation or defense of any Claim, whether or not such Claim is ultimately defeated or incurred in enforcing the rights, remedies or indemnities provided for hereunder, or otherwise available at law or equity to Lessor), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. The provisions of this Section with regard to matters arising during a Lease Term shall survive the expiration or termination of such Lease.

16. **TAX INDEMNIFICATION.** Lessee acknowledges that Lessor, in determining the Rent due under any Lease, has assumed that certain deductions for tax purposes and other tax benefits as are available to an owner of property under the Income Tax Act (Canada) (the "ITA"), and under applicable provincial and territorial tax law, including capital cost allowance under paragraph 20(1)(a) of the ITA, and deductions under paragraph 20(1)(c) of the ITA in an amount at least equal to the amount of interest paid or accrued by Lessor with respect to any indebtedness incurred by Lessor in financing its purchase of the Equipment, are available to Lessor as a result of the lease of the Equipment (the "Tax Benefits"). In the event Lessor is unable to obtain the Tax Benefits for any reason, is required to defer the claiming of part or all of any Tax Benefits as a result of the Lease, is required to include in income any amount other than the Rent or is required to recognize income with respect to the Rent earlier than anticipated pursuant to the applicable Lease, Lessee shall pay Lessor, for each applicable Lease, additional rent ("Additional Rent") in a lump sum in an amount needed to provide Lessor with the same after-tax yield and after-tax cash flow as would have been realized by Lessor had Lessor (i) been able to obtain the Tax Benefits, (ii) not been required to defer the claiming of part or all of any Tax Benefits as a result of the lease, (iii) not been required to include any amount in income other than the Rent and (iv) not been required to recognize income with respect to the Rent earlier than anticipated pursuant to the Agreement. The Additional Rent shall be computed by Lessor, which computation shall be furnished to Lessee and shall be binding on Lessee. The Additional Rent shall be due immediately upon written notice by Lessor to Lessee of Lessor's inability to obtain tax benefits, the inclusion of any amount in income other than the Rent or the recognition of income in respect of the Rent earlier than anticipated pursuant to the Agreement. The provisions of this Paragraph 16 shall survive the termination of this Agreement.

17. **ASSIGNMENT BY LESSEE PROHIBITED.** LESSEE SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, (A) ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ANY LEASE OR EQUIPMENT, OR ANY INTEREST THEREIN; or (B) SUBLEASE OR LEND ANY EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN LESSEE AND ITS EMPLOYEES.

18. **ASSIGNMENT BY LESSOR.** Lessor may assign its rights, title and interest in and to any Lease and the Equipment, individually or together, in whole or in part, and/or grant or assign a security interest in any Lease and the Equipment individually or together, in whole or in part, and Lessee's rights will be subordinated thereto. Each such assignee shall have all of the rights of Lessor under each Lease assigned to it. Lessee shall not assert against any such assignee any claims or defenses by way of abatement, set-off, counterclaim or recoupment that Lessee may have against Lessor or any other person. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. Upon receipt of written notice of Lessor's assignment of all or any part of its interest in any Lease, Lessee agrees to, attend to and recognize any such assignee as the owner of such assigned Lessor's interest in

any Lease and Lessee shall thereafter make such payments, including without limitation such Rent as are indicated in the notice of assignment, to such assignee.

19. **DEFAULT.** Lessee shall be in default under each Lease upon the occurrence of any one or more of the following events (each, an "**Event of Default**"):

- a) Lessee fails to pay when due any amount required to be paid by Lessee under or in connection with any Lease and any such failure continues for five (5) days after the due date thereof;
- b) Lessee shall fail to obtain and maintain the insurance required herein;
- c) Lessee or any guarantor of any or all the obligations of Lessee hereunder (together with Lessee, the "**Lease Parties**") shall fail to perform or observe any other covenant, condition or agreement provided under or in connection with a Lease and such failure shall continue unremedied for a period of ten (10) days after Lessor's written notice thereof to Lessee;
- d) any statement, representation or warranty made or financial information delivered or furnished by any of the Lease Parties under or in connection with a Lease shall prove to have been false, misleading, erroneous or inaccurate in any material respect when made;
- e) Lessee is insolvent, or any act of bankruptcy takes place respecting any of the Lease Parties, or any proceeding, petition or notice, voluntary or involuntary, is commenced, made, given or filed, as the case may be, by any of the Lease Parties or any other person, under any present or future statute or law relating to bankruptcy, insolvency, reorganization or relief from or compromise or arrangement with creditors of any of the Lease Parties and any such matter instituted against a Lease Party is not dismissed or fully stayed within forty-five (45) days following the filing or commencement thereof;
- f) any of the Lease Parties fails to make any payment when due or fails to perform or observe any covenant, condition or agreement to be performed by it under any agreement or obligation to any creditor (including Lessor under any other agreement or any other Lease under this Agreement) after any and all applicable cure periods therefore shall have elapsed;
- g) any judgment shall be rendered against any of the Lease Parties which shall remain unpaid or is not fully stayed for a period of sixty (60) days;
- h) any of the Lease Parties shall dissolve, liquidate, wind up or cease its business; convey, lease or otherwise dispose of all or substantially all of its assets; make any material change in its capital structure or lines of business; merge or consolidate with any other entity;
- i) if any of the Lease Parties is a privately held corporation or any other non-public business organization and effective control of such Lease Party's voting capital stock or other ownership interest, issued and outstanding from time to time, is not retained by the present stockholders or interest holders (unless such Lease Party shall have provided sixty (60) days' prior written notice of the proposed disposition of stock or ownership interest and Lessor shall have consented thereto in writing);
- j) if any of the Lease Parties is a publicly held corporation and, during any twelve (12) month period, there is a change in the ownership of such Lease Party's capital stock exceeding five percent (5%) of all its capital stock issued and outstanding during such period;
- k) Guarantor, if any, shall no longer, directly or indirectly, own a majority of the equity interests in the Lessee; or
- l) An event occurs which, in the opinion of Lessor, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, status, assets, liabilities or prospects of any of the Lease Parties, or such party's ability to perform any obligations hereunder,

any other obligation under any other agreement with Lessor or on the rights and remedies of Lessor hereunder or thereunder.

The occurrence of an Event of Default with respect to any Lease shall, at the sole discretion of the Lessor, constitute an Event of Default with respect to any or all Leases under this Agreement to which Lessor and Lessee are then a party without (except as otherwise expressly provided herein) the necessity of any notice or demand on the part of the Lessor. Notwithstanding anything set forth herein, Lessor may exercise all rights and remedies hereunder independently with respect to each Lease.

20. **REMEDIES.** Upon the occurrence and continuation of an Event of Default, Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies:

- a) terminate the applicable Lease and all of Lessee's rights, but not its obligations, under such Lease and in and to the Equipment leased thereunder;
- b) declare any and all Rent and other payment obligations under each Lease immediately due and payable, including all past, present and future Rent and other payment obligations;
- c) take possession of or render unusable by Lessee any or all items of Equipment, wherever located, without demand, notice, court order or other process of law, and without liability for entry to Lessee's premises, for damage to Lessee's property or otherwise;
- d) demand that Lessee return any or all Equipment to Lessor in accordance with Section 14 above, and, for each day that Lessee shall fail to return any item of Equipment, Lessor may demand an amount equal to the Rent payable for such Equipment in accordance with Section 14 above;
- e) lease, sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner at public or private sale with or without notice, with the right of Lessor to purchase and apply the net proceeds of such disposition, after deducting all costs of such disposition (including but not limited to costs of transportation, possession, storage, refurbishing, advertising and brokers' fees), to the obligations of Lessee arising under the Lease, with Lessee remaining liable for any deficiency until all obligations under this Agreement are paid in full and with any excess being retained by Lessor;
- f) recover the following amounts from the Lessee as damages, not as a penalty but herein liquidated for all purposes as follows:
 - i) all costs and expenses of Lessor reimbursable to it hereunder, including, without limitation, expenses of disposition of the Equipment, legal fees and all other amounts specified in Section 21 below;
 - ii) an amount equal to the sum of (A) any accrued and unpaid Rent through the later of the date of the applicable default or the date that Lessor has obtained possession of the Equipment; and (B) if Lessor resells or relets the Equipment, Rent at the periodic rate provided for in each Lease for the additional period that it takes Lessor to resell or re-let all of the Equipment;
 - iii) the present value of all future Rent reserved in the Leases and contracted to be paid over the unexpired Term of the Leases discounted at five percent (5%) simple interest per annum;
 - iv) the residual value of the Equipment as of the expiration of the Term of the applicable Lease; and
 - v) any indebtedness for Lessee's indemnity under Sections 15 and 16 above, plus a late charge at the rate specified in Section 3 above;
 - vi) less the amount received by Lessor, if any, upon sale or re-let of the Equipment;
- g) proceed by appropriate court action, either at law or in equity (including an action for specific performance), to enforce performance by Lessee or to recover damages associated with such Event of Default; or exercise any other right or remedy available to Lessor at law or in equity; and

- h) by offset, recoupment or other manner of application, apply any security deposit, monies held in deposit or other sums then held by Lessor, and with respect to which Lessee has an interest, against any obligations of Lessee arising under this Lease, whether or not Lessee has pledged, assigned or granted a security interest to Lessor in any or all such sums as collateral for said obligations.

Lessor may pursue any other rights or remedies available at law or in equity, including, without limitation, rights or remedies seeking damages, specific performance and injunctive relief. Any failure of Lessor to require strict performance by Lessee, or any waiver by Lessor of any provision hereunder or under any Schedule, shall not be construed as a consent or waiver of any other breach of the same or of any other provision. Any amendment or waiver of any provision hereof or under any Schedule or consent to any departure by Lessee herefrom or therefrom shall be in writing and signed by Lessor.

No right or remedy is exclusive of any other provided herein or permitted by law or equity. All such rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time.

21. **LESSOR'S EXPENSES.** Lessee shall pay Lessor on demand all costs and expenses in protecting and enforcing Lessor's rights and interests in each Lease and the Equipment, including, without limitation, legal, collection and remarketing fees and expenses incurred by Lessor in enforcing the terms, conditions or provisions of each Lease or, upon the occurrence and continuation of an Event of Default.

22. **LESSEE'S WAIVERS.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee by the provisions of any applicable conditional sales, regulatory credit, personal property, security or other statute and regulations made thereunder in Canada or any province thereof or in any other jurisdiction which in any manner affect, restrict or limit the rights and remedies of the Lessor. Lessee also hereby agrees that *The Limitation of Civil Rights Act* (Saskatchewan), and any similar provisions in other statutes which affect the remedies available to Lessor, shall have no application to this Lease or any agreement or instrument renewing or extending or collateral to this Lease, and further waives, to the extent permitted by applicable law, all rights and protection given by Section 49 of the *Law of Property Act* (Alberta), the *Distress Act* (Manitoba), articles 1848 and 1849 of the *Civil Code* (Quebec), and the sale of goods legislation of any applicable jurisdiction, as any such legislation may be amended or replaced from time to time. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in Paragraph 20 above or which may otherwise limit or modify any of Lessor's rights or remedies under this Agreement. Any action by Lessee against Lessor for any default by Lessor under any Lease shall be commenced within one year after any such cause of action accrues.

23. **NOTICES; ADMINISTRATION.** Except as otherwise provided herein, all notices, approvals, consents, correspondence or other communications required or desired to be given hereunder shall be given in writing and shall be delivered by overnight courier, hand delivery or by certified or registered mail, postage prepaid to each party at its address noted on the first page hereof or at such address as the party may provide the other in writing from time to time in accordance with this section. All such notices and correspondence shall be effective when received.

24. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.** Lessee represents, warrants and covenants to Lessor that:

- a) it is and will at all times remain duly organized, validly existing and in good standing under that laws of the jurisdiction indicated in the first paragraph of this Agreement, and that Lessee's exact legal name is as set forth in the first paragraph of this Agreement;
- b) the execution, delivery and performance by Lessee of or under this Agreement are within Lessee's powers, have been duly authorized by all necessary corporate or other organizational action on the part of Lessee, do not require the approval of any stockholder, member, partner, trustee or holder of any obligations of Lessee except such as have been duly obtained and do not and will not at any time contravene (i) Lessee's organizational documents, (ii) the provisions of, or constitute a default under,

or result in the creation of any lien or encumbrance upon the property of Lessee under, any indenture, mortgage, contract or other agreement to which Lessee is a party or by which it or its property is bound, or (iii) any law, governmental rule, regulation, or order or contractual restriction binding on or affecting Lessee;

- c) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Lessee of this Agreement;
- d) each Lease constitutes the legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with its terms;
- e) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, to which Lessee is a party, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by any Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of transactions contemplated by any Lease or which would adversely affect the financial condition of Lessee. Further, Lessee is not in default under any obligation for borrowed money, for the deferred purchase price of property or any lease agreement which, either individually or in the aggregate, would have the same such effect under the laws of the state(s) in which the equipment is to be located;
- f) the Equipment consists solely of and will remain personal property and not fixtures;
- g) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), and fairly present Lessee's financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations;

25. **FURTHER ASSURANCES.** Lessee, upon the request of Lessor, will execute, acknowledge, record, register or file, as the case may be, such further documents and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement.

26. **FINANCIAL STATEMENTS.** Lessee shall deliver to Lessor: (a) as soon as available, but not later than one hundred twenty (120) days after the end of each fiscal year of Lessee and its consolidated subsidiaries, the consolidated balance sheet, income statement and statements of cash flows and shareholders equity for Lessee and its consolidated subsidiaries (the "**Financial Statements**") for such year, prepared in accordance with GAAP and certified by independent chartered public accountants of recognized standing selected by Lessee; and (b) as soon as available, but not later than sixty (60) days after the end of each of the first three fiscal quarters in any fiscal year of Lessee and its consolidated subsidiaries, the Financial Statements for such fiscal quarter, together with a certification duly executed by the chief financial officer of Lessee that such Financial Statements have been prepared in accordance with GAAP and are fairly stated in all material respects (subject to normal year-end audit adjustments).

27. **NO AGENCY.** Lessee acknowledges and agrees that neither the manufacturer or supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term or condition of this Agreement or any Schedule and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay Rent and perform its other obligations as set forth in this Agreement or any Schedule.

28. **GOVERNING LAW; CONSENT TO JURISDICTION.** Save and except for matters in respect of the hypothecs granted hereunder (which shall be governed by the laws of the Province of Quebec), each Lease and the rights and obligations of the parties hereunder and thereunder shall in all respects be

governed by, and construed in accordance with, the internal laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to the conflict of laws principles of such state), including all matters of construction, validity and performance, regardless of the location of the Equipment. The parties agree that any action or proceeding arising out of or relating to a Lease may be commenced in any federal or provincial court in the Province of Ontario and the parties irrevocably submit to the non-exclusive jurisdiction of each such court and agree not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that the Lease or the subject matter thereof or the transaction contemplated hereby or thereby may not be enforced in or by such court.

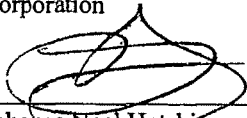
29. **WAIVER OF JURY TRIAL.** LESSEE AND LESSOR IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. **SEVERABILITY; INTEGRATION.** If any provision shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. Lessee acknowledges that Lessee has read this Agreement and the schedule hereto, understands them, and agrees to be bound by their terms and conditions. Further, Lessee and Lessor agree that this agreement and the schedules delivered in connection herewith from time to time are the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

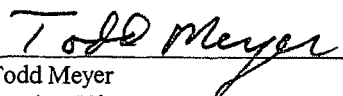
31. **LANGUAGE.** The parties confirm their express wish that this Agreement and all documents related thereto be drafted in English. Les parties confirment leur souhait exprès que cet accord et tout documenté relié là-dessus soient rédigés en anglais.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Master Lease Agreement to be duly executed by their respective duly authorized officers as of this 16th day of February, 2007.

COW HARBOUR CONSTRUCTION LTD.
an Alberta corporation

By: 
Name: Alphonse Noel Hutchings
Title: President and Secretary

**AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA / COMPAGNIE DE
FINANCEMENT COMMERCIAL AIG, CANADA**

By: 
Name: Todd Meyer
Title: Senior Vice President

SECRETARY'S CERTIFICATE

I, Alphonse Noel Hutchings, hereby state that I am the duly elected, acting and qualified Secretary of Cow Harbour Construction Ltd., an Alberta corporation (the "Company"), and that:

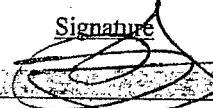
Through a unanimous consent in lieu of a Board of Directors meeting of the Company, proposed in accordance with its bylaws and the laws of said State of incorporation on the 16th day of FEBRUARY, 2007, signed by a quorum for the transaction of business, the following resolutions were duly and regularly adopted:

RESOLVED, that the form, terms and provisions of all of the documents and instruments executed by the Company with and in favor of AIG COMMERCIAL EQUIPMENT FINANCE, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA or its subsidiaries and affiliates (the "Agreements"), and the transactions contemplated thereby be, and the same are, in all respects approved, and that the President, each Vice President and each other officer of the Company (the "Authorized Persons"), or any of them, be, and they hereby are, authorized, empowered, and directed to execute and deliver the Agreements and any and all other agreements, documents, instruments and certificates required or desirable in connection therewith, if necessary or advisable, with such changes as they may deem in the best interest of the Company, and their execution and delivery of the Agreements, and all such other agreements, documents, instruments and certificates, shall be deemed to be conclusive evidence that the same are in all respects authorized and approved; and be it further

RESOLVED, that the actions of any Authorized Person heretofore taken in furtherance of the Agreements be, and hereby are, approved, adopted and ratified in all respects.

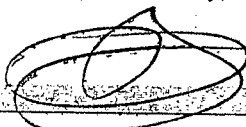
The above resolutions: (a) are not contrary to the Articles or Certificate of Incorporation or bylaws of the Company and (b) have not been amended, modified, rescinded or revoked and are in full force and effect on the date hereof.

The following persons are duly qualified and acting officers of the Company, duly elected to the office set forth opposite his or her respective name, and the signature appearing opposite the name of each such officer is his or her authentic signature:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Alphonse Noel Hutchings	President/Secretary	

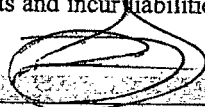
IN WITNESS WHEREOF, I have executed this Certificate, this 16th day of February, 2007.

[corporate seal]


Secretary

Single Officer Addendum

I further certify that I am the duly elected President and Secretary of the Company and that I am the only officer of the Company and therefore the only person authorized to execute documents and incur liabilities on behalf of the Company as of the date of this Certificate.


President and Secretary

EQUIPMENT SCHEDULE NO. 1

Lessor: AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA/
COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA

Lessee: COW HARBOUR CONSTRUCTION LTD.
316 Mackay Crescent
Fort McMurray, Alberta, Canada T9H 4E4

THIS EQUIPMENT SCHEDULE is executed and the Equipment (defined below) is hereby leased pursuant to that certain Master Lease Agreement between Lessee and Lessor dated February 16, 2007, the terms of which are incorporated herein by reference. This Equipment Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement and any Riders or other addenda referencing the Master Lease Agreement or this Schedule, constitute a separate instrument of lease effective as of the date accepted by Lessor as indicated below. Unless specifically defined herein, capitalized terms used in this Schedule shall have the same meaning as set forth in the above-described Master Lease Agreement. Unless otherwise stated, all amounts are in Canadian dollars.

The equipment leased hereunder is set forth and described in the Schedule A attached hereto and incorporated herein for all purposes (the "Equipment").

Lessee hereby agrees to the following terms and provisions:

1. Equipment Location (if other than Lessee's address above):	Cow Harbour Construction Ltd. c/o Suncor Voyaguer Site Athabasca Oil Sands Regional Municipality of Wood Buffalo, Alberta
2. Equipment Cost:	\$9,812,260.00
3. Rental Payment Amount:	*\$160,185.00 together with Goods and Services Tax ("GST") equal to the effective GST rate on the date a Rental Payment is due (currently six percent (6%)) and all other applicable taxes
4. Number of Rental Payments:	*60
5. First Rental Payment Due Date:	February 16, 2007, with subsequent Rental Payments due on the 16th day each month thereafter.
6. Interim Rental Amount:	Not Applicable
7. Security Deposit Amount:	Not Applicable
8. Term Expiration Date:	February 16, 2012

**The first Rental Payment due under this Lease shall be in the amount of \$320,370.00 (plus applicable GST and other taxes) and shall be payable on or before the First Rental Payment Due Date. The Rental Payment due on the final Rental Payment Due Date under this Lease (January 16, 2012) shall be in the amount of zero dollars (\$0.00) plus all other amounts then due hereunder.*

9. Stipulated Loss Value. The Stipulated Loss Value of any item of Equipment shall be an amount equal to the product of (a) the Equipment Cost of such item of Equipment and (b) the Stipulated Loss Value Percentage set forth in the Schedule B attached hereto and incorporated herein by reference, which corresponds to the number of full monthly rental payments that have been received by Lessor prior to the date of loss.

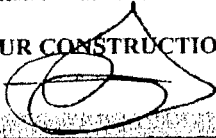
10. Addenda. In addition to those expressly referred to herein, the following Riders, Schedules or other addenda are agreed to by the parties on the effective date hereof and are incorporated in the Lease for all purposes:

Schedule A (Equipment Description)
Delivery and Acceptance Certificate
Pay Proceeds Instructions

Schedule B (Stipulated Loss Value)
Purchase Option Rider
Maintenance and Return Rider (Construction and Mining)


12. Except as expressly provided or modified hereby, all the terms and provisions of the Master Lease Agreement shall remain in full force and effect.

COW HARBOUR CONSTRUCTION LTD.

By: 
Name: Alphonse Noel Hutchings
Title: President and Secretary

THIS LEASE IS EXECUTED AND ACCEPTED BY LESSOR on this ____ day of _____, 2007.

**AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA/
COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA**

By: 
Name: Todd Meyer
Title: Senior Vice President

CND Equipment Schedule (01/07)

SCHEDULE A
(EQUIPMENT/COLLATERAL DESCRIPTION)

THIS SCHEDULE A is executed pursuant to and is incorporated for all purposes into that certain

☐
☐
☐

Security Agreement
Financing Statement
Other: _____

☒
☐

Lease Schedule No. 1
Subordination Agreement

dated February 16, 2007, by and between **AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA/COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA** and the undersigned Customer.

EQUIPMENT LOCATION: Cow Harbour Construction Ltd.
c/o Suncor Voyager Site
Athabasca Oil Sands
Regional Municipality of Wood Buffalo, Alberta

EQUIPMENT DESCRIPTION (INCLUDE SERIAL NO.):

One (1) 2007 Hitachi EX5500 hydraulic shovel, Serial Number FF018BQ000557, complete with: 27 cubic meter bucket with wear package; two Cummins QSK454-C engines, serial numbers 33164521 and 33164822; OHS (Optimum Hydraulic System); FPS (Fuel Saving Pump System); all-weather sound-suppressed steel integrated cab; monitor system; data logging system, fast filling system, light package; 52,000 kilograms (115,000 pounds) counterweight; back and right side colour monitor cameras; MIC kit; 1,400 mm triple grouser shoes; auto lube system together with all present and future additions, parts, accessories, attachments, accessions, substitutions, repairs, improvements and replacements thereof or thereto, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the Equipment and a right to any insurance payment or other payment that indemnifies or compensates for loss or damage thereto or the proceeds thereof.

COW HARBOUR CONSTRUCTION LTD.

By: _____

Name: Alphonse Noel Hutchings
Title: President and Secretary

**AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA/
COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA**

By: _____

Name: Todd Meyer
Title: Senior Vice President

SCHEDULE B
(STIPULATED LOSS VALUE)

THIS SCHEDULE B is executed pursuant to and is incorporated for all purposes into that certain Equipment Schedule No. 1 dated February 16, 2007, to that certain Master Lease Agreement dated February 16, 2007, between **AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA/COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA** and the undersigned Lessee.

Number of Rent Payments Received	Stipulated Loss Value Percentage	Number of Rent Payments Received	Stipulated Loss Value Percentage	Number of Rent Payments Received	Stipulated Loss Value Percentage
1	99.637053%	21	77.019325%	41	51.824081%
2	98.562760%	22	75.823342%	42	50.515968%
3	97.482721%	23	74.620885%	43	49.199254%
4	96.396903%	24	73.411914%	44	47.873884%
5	95.305271%	25	72.196390%	45	46.539800%
6	94.207790%	26	70.974274%	46	45.196946%
7	93.104425%	27	69.745527%	47	43.845263%
8	91.995141%	28	68.510109%	48	42.484694%
9	90.879901%	29	67.267980%	49	41.115180%
10	89.758671%	30	66.019099%	50	39.736662%
11	88.631414%	31	64.763427%	51	38.349081%
12	87.498095%	32	63.500922%	52	36.952378%
13	86.358676%	33	62.231543%	53	35.546493%
14	85.213122%	34	60.955250%	54	34.131365%
15	84.061395%	35	59.672002%	55	32.706933%
16	82.903459%	36	58.381755%	56	31.273136%
17	81.739276%	37	57.084469%	57	29.829913%
18	80.568809%	38	55.780101%	58	28.377202%
19	79.392020%	39	54.468609%	59	27.734546%
20	78.208872%	40	53.149950%	60	27.091889%

COW HARBOUR CONSTRUCTION LTD.

By: 

Name: Alphonse Noel Hutchings
Title: President and Secretary

**AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA/
COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA**

By: 

Name: Todd Meyer
Title: Senior Vice President

(01/07)

**DELIVERY AND ACCEPTANCE
CERTIFICATE**
(Lease)

The undersigned as "Lessee" under the Master Lease Agreement dated February 16, 2007, between Lessee and AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA ("Lessor"), and the Equipment Schedule No. 1 dated February 16, 2007 (collectively, the "Lease"), does hereby acknowledge the following with respect to the equipment described in and subject to the Lease (the "Equipment") as of the date below:

1. The Equipment was delivered to and installed at the location set forth in the Lease;
2. The Equipment was inspected and tested by the Lessee and was found to be in good working order and ready for use; and
3. The Equipment has been unconditionally accepted by the Lessee.

EXECUTED AND ACKNOWLEDGED on this 16th day of February, 2007.

COW HARBOUR CONSTRUCTION LTD.

By: _____

Name: ~~Alphonse Noel Hutchings~~

Title: President and Secretary

(08/04)

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EFL-601a 02/15/07

MAINTENANCE AND RETURN RIDER
(Construction and Mining)

**Lessor: AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA /
COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA**

Lessee: COW HARBOUR CONSTRUCTION LTD.

THIS RIDER is executed pursuant to and is incorporated for all purposes into that certain Equipment Schedule No. 1 dated February 16, 2007 (the "Schedule"), to and part of that certain Master Lease Agreement between Lessor and Lessee dated February 16, 2007 (together, the "Lease"). All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease. This Rider only amends the terms of the Master Lease Agreement for purposes of this Lease. The amendments set forth herein do not apply and are not effective with respect to any other equipment schedule executed under and incorporating the terms of the Master Lease Agreement.

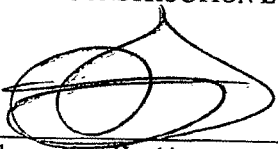
In addition to the provisions set forth in the Master Lease Agreement applicable to all Equipment, the following shall apply with respect to all Equipment described in the Lease. At the time of its return hereunder:

- (a) Any Equipment originally equipped with tires shall have all tires installed thereon with remaining tread of not less than 50% of original tread depth thereon; and all component parts of each item of Equipment with predictable or scheduled replacement or overhaul lives shall have not less than 50% useful life remaining before the next such replacement or overhaul and all outing edges, undercarriages, and other wear points will have at least 50% of their respective material design lives remaining;
- (b) Batteries must be capable of starting the Equipment without being jumped or charged;
- (c) Ropes, canopy and cab to be as originally equipped and free of physical damage;
- (d) All lights, alarms, gauges, seats and arm rests to be intact and operating; replacement/repair not to exceed \$150.00 in the aggregate;
- (e) All attachments and accessories to remain with the Equipment;
- (f) Sheet metal and glass damage not to exceed \$150.00 in the aggregate;
- (g) The number of operating hours shall not exceed 3,000 since last major overhaul;
- (h) Lessee must properly remove or treat all rust or corrosion, ensure all items of Equipment will be completely steam-cleaned and degreased upon redelivery;
- (i) Engine, transmission and axle must be in sound operating condition capable of passing published guidelines for components by respective manufacturers; Lessor reserves the right to submit the drive train to a dynotest; engines must pass specific tests for horsepower, crankcase pressure, manifold pressure and fuel delivery specifications; cooling and lubrication system shall not be contaminated or leaking between systems; there shall be no water in the oil supply, nor oil in the cooling system; acceptable dynamometer tests will be required on all engines; engines must produce horsepower and meet acceptable manometer pressure test (blow by); engines not meeting the above tests will require corrective action up to and including an in-frame overhaul; engines, transmission and axle must pull its rated load in each gear.


ALL PROVISIONS OF THIS RIDER SHALL SURVIVE ANY EXPIRATION OR EARLIER TERMINATION OF THE LEASE. Except as specifically set forth herein, all of the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed. To the extent that the provisions of this Rider conflict with any provisions contained in the Lease, the provisions of this Rider shall control.

Dated as of this 16th day of February, 2007.

COW HARBOUR CONSTRUCTION LTD.

By: 
Name: Alphonse Noel Hutchings
Title: President and Secretary
(08/04)

**AIG COMMERCIAL EQUIPMENT FINANCE
COMPANY, CANADA / COMPAGNIE DE
FINANCEMENT COMMERCIAL AIG, CANADA**

By: 
Name: Todd Meyer
Title: Senior Vice President

AGREEMENT REGARDING SHOVEL BUCKETS

TO: AIG Commercial Equipment Finance Company, Canada /
Compagnie De Financement Commercial AIG, Canada ("Lessor")

FROM: Cow Harbour Construction Ltd. ("Lessee")

RE: Master Lease Agreement dated February 16, 2007 between Lessor and Lessee ("Master Lease")

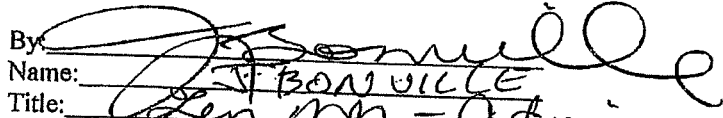
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee represents and agrees as follows:

1. The Hitachi EX5500 Shovel Bucket bearing Reference Number 026 is currently attached to the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000557. The Hitachi EX5500 Shovel Bucket bearing Reference Number N004 is currently attached to the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000579. The Hitachi EX5500 Shovel Bucket bearing Reference Number 026 will only be attached to the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000557. The Hitachi EX5500 Shovel Bucket bearing Reference Number N004 will only be attached to the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000579.
2. The Hitachi EX5500 Shovel Bucket bearing Reference Number 026 is currently located at Syncrude's Aurora Mine in Fort McMurray, AB. The Hitachi EX5500 Shovel Bucket bearing Reference Number N004 is currently located at the Sunccor Mine in Fort McMurray, AB. Lessee will not at any time change the location of the Hitachi EX5500 Shovel Bucket bearing Reference Number 026 or the Hitachi EX5500 Shovel Bucket bearing Reference Number N004 without first notifying Lessor and obtaining Lessor's written consent.
3. The Hitachi EX5500 Shovel Bucket bearing Reference Number 026 will only be removed from the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000557 for necessary maintenance and repairs. The Hitachi EX5500 Shovel Bucket bearing Reference Number N004 will only be removed from the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000579 for necessary maintenance and repairs. Lessee will not remove the Hitachi EX5500 Shovel Bucket bearing Reference Number 026 or the Hitachi EX5500 Shovel Bucket bearing Reference Number N004 for necessary maintenance and repairs without first notifying Lessor. If the Hitachi EX5500 Shovel Bucket bearing Reference Number 026 or the Hitachi EX5500 Shovel Bucket bearing Reference Number N004 is removed for necessary maintenance and repairs, the only Shovel Bucket that will be used with the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000557 or the Hitachi EX5500 Shovel bearing Serial Number FF018BQ000579 while the maintenance and repairs are being completed is the Hitachi EX5500 Shovel Bucket bearing Serial Number FF100034.

Any breach by Lessee under this Agreement Regarding Shovel Buckets shall be an event of default under the Master Lease Agreement and under all Schedules thereto.

Dated: November 12, 2009

COW HARBOUR CONSTRUCTION LTD.

By: 
Name: J. BONVILLE
Title: Gen Mgr - Admin

CROSS-COLLATERAL / CROSS-DEFAULT AGREEMENT

This Agreement, dated as of the 16th day of, February, 2007, is made by COW HARBOUR CONSTRUCTION LTD. ("Obligor"), whose principal residence is located at 316 Mackay Crescent, Fort McMurray, Alberta, Canada T9H 4E4, in favour of AIG COMMERCIAL EQUIPMENT FINANCE, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA (together with its successors or assigns, "AIGCEF").

Obligor acknowledges that it has from time to time incurred and may hereafter incur indebtedness in connection with loans, leases, advances, guaranties and other liabilities, obligations, covenants and duties owing by Obligor to AIGCEF of any kind or nature, present or future, whether or not evidenced by a note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, lease, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment, purchase, discount or otherwise), whether absolute or contingent, due or to become due and however incurred, whether on account of principal, interest, rent, indemnities, fees, costs, expenses, taxes or otherwise (collectively, the "Obligations").

Pursuant to separate Lease Agreements dated March 3, 2003, and Modification Agreements related thereto dated September 25, 2006 (collectively, as amended from time to time and together with all riders, schedule, amendments, addenda, instruments and agreements related thereto, the "Cat Financial Leases"), AIGCEF leases to Obligor certain assets described therein, together with all present and future additions, parts, accessories, attachments, substitutions, repairs, improvements, and replacements thereof or thereto (the "Cat Financial Leased Assets"). Pursuant to separate Leasing Agreements dated August 19, 2006 and August 29, 2006 (collectively, as amended from time to time and together with all riders, schedule, amendments, addenda, instruments and agreements related thereto, the "GE Leases"), AIGCEF leases to Obligor certain assets described therein, together with all present and future additions, parts, accessories, attachments, substitutions, repairs, improvements, and replacements thereof or thereto (the "GE Leased Assets"). Pursuant to a Master Lease Agreement dated February 16, 2007, and Schedule No. 1 dated February 16, 2007 (as amended from time to time and together with all riders, schedule, amendments, addenda, instruments and agreements related thereto, the "Lease"), AIGCEF has leased to Obligor certain assets described therein, together with all present and future additions, parts, accessories, attachments, substitutions, repairs, improvements, and replacements thereof or thereto (the "Leased Assets").

For good and valuable consideration, as security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Obligor's Obligations, Obligor hereby reaffirms, ratifies and grants to AIGCEF a first priority security interest in and lien on Obligor's interest in (i) the Cat Financial Lease Assets; (ii) the GE Leased Assets; and (iii) the Leased Assets.

Obligor hereby reaffirms all the representations and warranties made by Obligor in favor of AIGCEF in the Cat Financial Leases, the GE Leases, and the Lease with respect to the Cat Financial Leased Assets, the GE Leased Assets, and the Leased Assets, respectively. In addition, Obligor agrees that the occurrence of an event of default under any agreement relating to any of the Obligations shall constitute an event of default under all agreements relating to the Obligations.

COW HARBOUR CONSTRUCTION LTD.

By: 

Name: Alphonse Noel Hutchings
Title: President and Secretary

(08/04)

POSTPONEMENT AGREEMENT

Each undersigned, for valuable consideration, hereby agrees that payment of all debts, demands and choses in action which are now due, owing or accruing due or may hereafter become due, owing or accruing due to such party by **Cow Harbour Construction Ltd.** (the "Obligor") shall be postponed to the payment in full of all present and future indebtedness and other liabilities of Obligor to AIG Commercial Equipment Finance, Canada / Compagnie de Financement Commercial AIG, Canada ("AIGCEF Canada"); and each undersigned hereby assigns and transfers to AIGCEF Canada, as security for all present and future indebtedness and other liabilities of Obligor to AIGCEF Canada, all debts, demands and choses in action which are now due, owing or accruing due or may hereafter become due, owing or accruing due to such party by Obligor and also all securities, property and rights of any nature which are now or may hereafter be held by such party as collateral therefor. Furthermore, each undersigned agrees that all moneys received by such party in payment of any of the said debts, demands and choses shall be received and held by such party in trust for AIGCEF Canada.


Each undersigned acknowledges and agrees that this agreement shall not defer or otherwise affect the present or future rights and remedies of AIGCEF Canada with respect to the present or future indebtedness and other liabilities of Obligor to AIGCEF Canada, or with respect to the security interests which AIGCEF now holds or may hereafter hold as collateral therefor.

Each undersigned waives its right to receive a copy of any financing statement or financing change statement registered by AIGCEF Canada and of any related verification statement.

This agreement shall be binding also upon the heirs, executors, administrators and assigns of each undersigned. It inures to the benefit of AIGCEF Canada and its successors and assigns.

Signed and sealed at Fort McMurray, AB on
February 16, 2007.

580799 Alberta Ltd.

By: 
Name: Alphonse Noel Hutchings
Title: President and Secretary

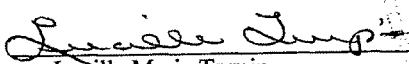
Signed and sealed at Fort McMurray, AB on
February 16, 2007.

**Cow Harbour Construction Ltd. Employee
Profit Sharing Plan**

By: 
Name:
Title:

Signed and sealed at Fort McMurray, AB on
February 16, 2007.

1134252 Alberta Ltd.

By: 
Name: Lucille Marie Turpin
Title:

Signed and sealed at Fort McMurray, AB on
February 16, 2007.

Alphonse Noel Hutchings


By: 

ACKNOWLEDGMENT AND ACCEPTANCE

The Obligor named in this Postponement Agreement hereby acknowledges that he has received notice hereof and hereby accepts the assignment and transfer made herein in favour of AIGCEF Canada.

This 16th day of February, 2007.

Cow Harbour Construction Ltd.

By: 
Name: Alphonse Noel Hutchings
Title: President and Secretary

CONTINUING GUARANTY

This CONTINUING GUARANTY (this "Guaranty"), dated as of this 16th day of February, 2007, is made by ALPHONSE NOEL HUTCHINGS, an individual residing at 144 Marten Place in the city of Fort McMurray in the Province of Alberta (the "Guarantor"), in favor of AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA (together with its successors or assigns, "AIGCEF CANADA").

A. AIGCEF CANADA has or will enter into loan or lease transactions, and make advances or other financial accommodations to COW HARBOUR CONSTRUCTION LTD. (the "Customer"), or has purchased or otherwise received by assignment rights relating to loans, leases advances or other financial accommodations made to the Customer under various agreements, notes, leases or other documents or instruments between AIGCEF CANADA and the Customer whether heretofore, now or hereafter executed, or between the Customer and another person or entity and subsequently sold, transferred or assigned to AIGCEF CANADA (collectively, the "Agreements"); and

B. It is a condition to the financial accommodations provided by, or the acquisition of the rights transferred to, AIGCEF CANADA under the Agreements that the Guarantor, who has a financial interest in the Customer, shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and to induce AIGCEF CANADA to enter into or become a party to the Agreements and for other good and valuable consideration the receipt of which is hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Guaranty.** The Guarantor hereby irrevocably, absolutely and unconditionally guaranties, as primary obligor and as a guarantor of payment and performance, and not merely as a surety or guarantor of collection, the prompt payment and performance of all obligations of the Customer now or hereafter existing under the Agreements, which may in any manner whatsoever be presently or hereafter due and owing (collectively, the "Obligations").

2. **Guaranty Absolute.** The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Agreements, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of AIGCEF CANADA with respect thereto. The liability of the Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

- (i) any lack of validity, regularity or enforceability of the Agreements or any other agreement or instrument relating thereto;
- (ii) any lack of validity, regularity or enforceability of this Guaranty or any other agreement or instrument relating hereto;
- (iii) any modification or change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other modification, change, amendment or waiver of or any consent to departure from any term of any of the Agreements;
- (iv) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations;

- (v) any failure on the part of AIGCEF CANADA or any other person or entity to exercise, or any delay in exercising, any right under the Agreements or any other document or instrument delivered in connection therewith;
- (vi) the death or any loss or diminution of capacity of the Guarantor;
- (vi) any defence based on any merger, amalgamation, or consolidation of the Customer of the Obligations into or with any person, or any sale, lease or transfer of any of the assets of the Customer or the Guarantor of the Obligations to any other person; or
- (vii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Customer, the Guarantor or any other guarantor with respect to the Obligations (including, without limitation, all defenses based on suretyship or impairment of collateral, and all defenses that the Customer may assert to the repayment of the Obligations, including, without limitation, failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury), this Guaranty and the obligations of the Guarantor under this Guaranty.

The Guarantor hereby agrees that if the Customer or any other guarantor of all or a portion of the Obligations is the subject of a bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), Title 11 of the United States Code, or any other applicable insolvency laws, it will not assert the pendency of such proceeding or any order entered therein as a defense to the timely payment of the Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by AIGCEF CANADA upon the insolvency, bankruptcy or reorganization of the Customer or otherwise, all as though such payment had not been made.

3. **Indemnity.** As an original and independent obligation under this Guaranty, the Guarantor shall: (a) indemnify AIGCEF CANADA and keep AIGCEF CANADA indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, but without limitation, all legal and other costs, charges and expenses incurred by AIGCEF CANADA in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Guaranty); and (b) pay on demand the amount of such cost, loss, expense or liability whether or not AIGCEF CANADA has attempted to enforce any rights against the Customer or any other person or otherwise.

4. **Waivers.** The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that AIGCEF CANADA protect, secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right to take any action against the Customer or any other person or entity or any collateral. The Guarantor hereby further waives any right to receive notice of any disposition or retention by AIGCEF CANADA of any collateral and any right of redemption relating to any collateral.

5. **Subrogation.** The Guarantor hereby agrees it will not exercise any rights which it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, until all the Obligations shall have been paid in full in cash. If any amount shall be paid to the Guarantor on

account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of AIGCEF CANADA and shall forthwith be paid to AIGCEF CANADA to be credited and applied upon the Obligations, whether matured or unmatured, in accordance with the terms of the Agreements. If (i) the Guarantor shall make payment to AIGCEF CANADA of all or any part of the Obligations and (ii) all the Obligations shall be paid in full, AIGCEF CANADA will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations resulting from such payment by the Guarantor.

6. **Representations and Warranties.** The Guarantor hereby represents and warrants as follows:

(a) **Capacity, Etc.** The Guarantor is an individual residing at the address specified in the opening paragraph of this Guaranty. The Guarantor is not bankrupt, is over the age of eighteen, is of sound mind and has the legal capacity to enter into, execute, deliver and carry out its obligations under this Guaranty.

(b) **No Approvals.** The execution, delivery and performance (including the incurrence of the Obligations hereunder) by the Guarantor of this Guaranty do not and will not (i) contravene any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any contractual restriction binding on or affecting the Guarantor or any of the Guarantor's properties, and (iii) result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than pursuant hereto) upon or with respect to any of the Guarantor's properties. The Guarantor is not in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such contractual restriction, which default would have a material adverse effect on the business, condition (financial or otherwise), properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out the Guarantor's obligations under this Guaranty.

(c) **Government Consents.** No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery or performance by the Guarantor of this Guaranty.

(d) **Legal, Valid and Binding Nature.** This Guaranty is the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms.

(e) **Solvency.** The fair value of the property of the Guarantor exceeds the total amount of liabilities (including, without limitation, contingent liabilities) of the Guarantor; the present fair saleable value of the assets of the Guarantor exceeds the amount that will be required to pay the probable liability of the Guarantor on its existing debts as they become absolute and matured; the Guarantor is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business; and the Guarantor does not intend to, and does not believe that it will, incur debts or liabilities beyond the Guarantor's ability to pay as such debts and liabilities mature. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(f) Absence of Litigation. There are no actions, suits, investigations, litigation or proceedings pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor or the properties of the Guarantor before any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or which purports to affect any part of the transactions contemplated hereby or by the Agreements or the legality, validity or enforceability of this Guaranty.

(g) Absence of Liens and Encumbrances. There are no mortgages, deeds of trust, pledges, liens, security interests or charges or encumbrances of any nature whatsoever on any properties or assets of the Guarantor, except liens incurred in the ordinary course of its business or as disclosed to AIGCEF Canada in writing.

(h) Payment of Taxes. The Guarantor has filed all tax returns (federal, state, provincial, local and foreign) required to be filed and paid all taxes shown thereon to be due, including interest and penalties, except for such taxes as are being contested in good faith and by proper proceedings and with respect to which appropriate reserves are being maintained by the Guarantor, or except where the failure to file such returns or pay such taxes would not have a material adverse effect on the condition (financial or otherwise), properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

(i) Independent Legal Advice. The Guarantor has obtained independent legal advice satisfactory to the Guarantor regarding the entering into of this Guaranty and the performance of the Guarantor's obligations hereunder. The Guarantor has read this Guaranty and understands its obligations hereunder.

7. Currency; Taxes. Each payment to be made by the Guarantor hereunder in respect of the Obligations shall be payable in the currency or currencies in which such Obligations are denominated, and shall be made (i) without set-off or counterclaim and (ii) free and clear of and without deduction or withholding for or on account of any present and future taxes, levies, imposts, stamp taxes, duties, charges to tax, fees, deductions, withholdings and any conditions or restrictions resulting in charges to tax and all penalties, interest and other payments on or in respect thereof ("Tax" or "Taxes") unless the Guarantor is compelled by law to make payment subject to such Taxes. All Taxes in respect of this Guaranty or any amounts payable or paid under this Guaranty shall be paid by the Guarantor when due and in any event prior to the date on which penalties attach thereto. The Guarantor will indemnify AIGCEF CANADA against and in respect of all such Taxes. Without limiting the generality of the foregoing, if any Taxes (other than those imposed on or measured by the net income of AIGCEF CANADA by the jurisdictions under the laws of which AIGCEF CANADA is organized or is resident or carries on business) or amounts in respect thereof must be deducted or withheld from any amounts payable or paid by the Guarantor hereunder, the Guarantor shall pay such additional amounts as may be necessary to ensure that AIGCEF CANADA receives a net amount equal to the full amount which it would have received had payment (including of any additional amounts payable under this Section 7) not been made subject to such Taxes. Notwithstanding the preceding sentence, the Guarantor shall not be obligated to pay any additional amounts in respect of Taxes to any assignee of AIGCEF CANADA where such assignee is a non-resident of Canada and the Taxes are payable as a result of such assignee's status as a non-resident of Canada. Within thirty (30) days of each payment by the Guarantor hereunder of Taxes or in respect of Taxes, the Guarantor shall deliver to AIGCEF CANADA satisfactory evidence (including originals, or certified copies, of all relevant receipts) that such Taxes have been duly remitted to the appropriate authority or authorities.

8. **Integration.** This Guaranty constitutes the entire agreement and understanding between AIGCEF CANADA and the Guarantor relating to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings relating to such subject matter. In entering into this Guaranty, the Guarantor acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by AIGCEF CANADA or any employee or agent of AIGCEF CANADA.

9. **Amendments, Etc.** No amendment or waiver of any provision of this Guaranty or consent to any departure by the Guarantor from the terms and provisions of this Guaranty shall in any event be effective unless the same shall be in writing and signed by AIGCEF CANADA, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10. **Addresses for Notices.** Except as otherwise provided herein, all notices, approvals, consents, correspondence or other communications required or desired to be given hereunder shall be given in writing and shall be delivered by overnight courier, hand delivery or certified or registered mail, postage prepaid, if to AIGCEF CANADA, then to 5700 Granite Parkway, Suite 850, Plano, Texas 75024, ATTN: Operations Manager, or such other address as shall be designated by AIGCEF CANADA. All such notices and correspondence shall be effective when received.

11. **No Waiver; Remedies.** No failure on the part of AIGCEF CANADA to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

12. **Right of Set-off.** Upon the occurrence and during the continuance of any Event of Default, AIGCEF CANADA is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by AIGCEF CANADA to or for the credit or the account of the Guarantor against any and all of the obligations of the Guarantor now or hereafter existing under this Guaranty, irrespective of whether or not AIGCEF CANADA shall have made any demand under this Guaranty and although such obligations may be contingent and unmatured. AIGCEF CANADA agrees promptly to notify the Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of AIGCEF CANADA under this Section are in addition to the other rights and remedies (including, without limitation, other rights of set-off) which AIGCEF CANADA may have.

13. **Continuing Guaranty; Transfer of Obligations.** This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Guaranty, (ii) be binding upon the Guarantor and their heirs, executors, administrators, legal representatives, successors and permitted assigns and (iii) inure to the benefit of and be enforceable by AIGCEF CANADA and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), AIGCEF CANADA may assign or otherwise transfer the right to collect the Obligations to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to AIGCEF CANADA herein or otherwise. The Guarantor shall not assign or transfer its rights or obligations

hereunder without the prior written consent of AIGCEF CANADA herein.

14. **Indemnification.** The Guarantor hereby agrees to indemnify and hold harmless AIGCEF CANADA and its directors, officers, employees and agents, including all professionals (each an "Indemnified Party") from and against any and all expenses, losses, claims, damages and liabilities (including, without limitation, all fees and disbursements of attorneys and other professionals) incurred by or asserted against any Indemnified Party in connection with or arising out of, relating to, or by reason of any investigation, litigation or proceeding arising out of, relating to or in connection with any claims made by any person or entity in any way relating to this Guaranty or the transactions contemplated hereby, but excluding therefrom all expenses, losses, claims, damages, and liabilities arising out of or resulting from the gross negligence or willful misconduct of any Indemnified Party.

15. **Additional Guaranty.** This Guaranty is in addition to and not in substitution for any other guaranty, by whomsoever given, at any time held by AIGCEF CANADA, and any present or future obligation to AIGCEF CANADA incurred or arising otherwise than under a guaranty, of the Guarantor or of any other obligant, whether bound with or apart from the Customer; excepting any guaranty surrendered for cancellation on delivery of this instrument.

16. **Demand for Payment.** Demand for payment under this Guaranty shall be deemed to have been effectually made upon the Guarantor if and when an envelope containing such demand, addressed to the Guarantor at the address of the Guarantor last known to AIGCEF CANADA, is posted, postage prepaid, in the post office, and in the event of the death of the Guarantor demand for payment addressed to any of the Guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to AIGCEF CANADA and posted as aforesaid shall be deemed to have been effectually made upon all of them.

17. **Governing Law.** THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH PROVINCE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

18. **Consent to Jurisdiction.**

(a) THE GUARANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY COURTS IN THE PROVINCE OF ONTARIO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, AND THE GUARANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS IN THE PROVINCES OF ONTARIO. THE GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION TO THE LAYING OF VENUE OR ANY DEFENSE OF AN INCONVENIENT FORUM WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF SUCH ACTION OR PROCEEDING. THE GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE GUARANTOR AT ITS ADDRESS SPECIFIED IN SECTION 10 OF THIS GUARANTY. THE GUARANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER

JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF AIGCEF CANADA TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF AIGCEF CANADA TO BRING ANY ACTION OR PROCEEDING AGAINST THE GUARANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

19. **Judgment Currency.** Without limiting any other rights in this Guaranty, if for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Guaranty or any of the Agreements it becomes necessary to convert into the currency of such jurisdiction (herein called the "**Judgment Currency**") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which Canadian Imperial Bank of Commerce would, on the relevant date at or about 12:00 noon (Toronto time), be prepared to sell a similar amount of such currency in (Toronto time) against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of payment of the amount due, Guarantor will, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of payment is the amount then due under this Guaranty or any Agreement in such other currency. Any additional amount due from Guarantor under this Section 19 will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Guaranty or any of the Agreements.

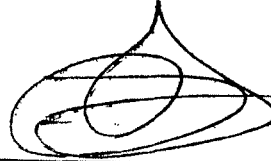
20. **Jury Trial Waiver.** THE GUARANTOR AND, BY ITS ACCEPTANCE HEREOF, AIGCEF CANADA HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY COURT RELATING TO, IN CONNECTION WITH OR ARISING UNDER THIS GUARANTY, THE AGREEMENTS OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH.

21. **Acknowledgement of Receipt of Guaranty.** The Guarantor hereby acknowledges receipt of a copy of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THIS GUARANTY HAS BEEN GIVEN UNDER SEAL at
_____ in the Province of _____ this _____
day of _____, _____.

SIGNED, SEALED AND DELIVERED in the
presence of:



SEAL

WITNESS

ALPHONSE NOEL HUTCHINGS

CONTINUING GUARANTY

This CONTINUING GUARANTY (this "Guaranty"), dated as of this 16th day of February, 2007, is made by 1134252 Alberta Ltd., a corporation organized and existing under the laws of the Province of Alberta (the "Guarantor"), in favor of AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA (together with its successors or assigns, "AIGCEF CANADA").

A. AIGCEF CANADA has or will enter into loan or lease transactions, and make advances or other financial accommodations to Cow Harbour Construction Ltd. (the "Customer"), or has purchased or otherwise received by assignment rights relating to loans, leases advances or other financial accommodations made to the Customer under various agreements, notes, leases or other documents or instruments between AIGCEF CANADA and the Customer whether heretofore, now or hereafter executed, or between the Customer and another person or entity and subsequently sold, transferred or assigned to AIGCEF CANADA (collectively, the "Agreements"); and

B. It is a condition to the financial accommodations provided by, or the acquisition of the rights transferred to, AIGCEF CANADA under the Agreements that the Guarantor, which has a financial interest in the Customer, shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and to induce AIGCEF CANADA to enter into or become a party to the Agreements and for other good and valuable consideration the receipt of which is hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Guaranty**. The Guarantor hereby irrevocably, absolutely and unconditionally guaranties, as primary obligor and as a guarantor of payment and performance, and not merely as a surety or guarantor of collection, the prompt payment and performance of all obligations of the Customer now or hereafter existing under the Agreements, which may in any manner whatsoever be presently or hereafter due and owing (collectively, the "Obligations").

2. **Guaranty Absolute**. The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Agreements, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of AIGCEF CANADA with respect thereto. The liability of the Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

- (i) any lack of validity, regularity or enforceability of the Agreements or any other agreement or instrument relating thereto;
- (ii) any lack of validity, regularity or enforceability of this Guaranty or any other agreement or instrument relating hereto;
- (iii) any modification or change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other modification, change, amendment or waiver of or any consent to departure from any term of any of the Agreements;
- (iv) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations;
- (v) any failure on the part of AIGCEF CANADA or any other person or entity to exercise, or any delay in exercising, any right under the Agreements or any other document or instrument delivered in connection therewith;
- (vi) any defence based on any merger, amalgamation, or consolidation of the Customer or the Guarantor of the Obligations into or with any person, or any sale, lease or transfer of any of the assets of the Customer or the Guarantor of the Obligations to any other person; or
- (vii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Customer, the Guarantor or any other guarantor with respect to the Obligations (including, without limitation, all defenses based on suretyship or impairment of collateral, and all defenses that the Customer may assert to the repayment of the Obligations, including, without limitation, failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury), this Guaranty and the obligations of the Guarantor under this Guaranty.

The Guarantor hereby agrees that if the Customer or any other guarantor of all or a portion of the Obligations is the subject of a bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), Title 11 of the United States Code, or any other applicable insolvency laws, it will not assert the pendency of such proceeding or any order entered therein as a defense to the timely payment of the Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by AIGCEF CANADA upon the insolvency, bankruptcy or reorganization of the Customer or otherwise, all as though such payment had not been made.

3. **Indemnity.** As an original and independent obligation under this Guaranty, the Guarantor shall: (a) indemnify AIGCEF CANADA and keep AIGCEF CANADA indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, but without limitation, all legal and other costs, charges and expenses incurred by AIGCEF CANADA in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Guaranty); and (b) pay on demand the amount of such cost, loss, expense or liability whether or not AIGCEF CANADA has attempted to enforce any rights against the Customer or any other person or otherwise.

4. **Waivers.** The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that AIGCEF CANADA protect, secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right to take any action against the Customer or any other person or entity or any collateral. The Guarantor hereby further waives any right to receive notice of any disposition or retention by AIGCEF CANADA of any collateral and any right of redemption relating to any collateral.

5. **Subrogation.** The Guarantor hereby agrees it will not exercise any rights which it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, until all the Obligations shall have been paid in full in cash. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of AIGCEF CANADA and shall forthwith be paid to AIGCEF CANADA to be credited and applied upon the Obligations, whether matured or unmatured, in accordance with the terms of the Agreements. If (i) the Guarantor shall make payment to AIGCEF CANADA of all or any part of the Obligations and (ii) all the Obligations shall be paid in full, AIGCEF CANADA will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations resulting from such payment by the Guarantor.

6. **Representations and Warranties.** The Guarantor hereby represents and warrants as follows:

(a) **Due Organization, Etc.** The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted. The Guarantor is duly qualified or licensed to do business as a foreign entity in good standing in all jurisdictions in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed, except for such jurisdictions where the failure to so qualify or be licensed would not have a material adverse effect on the business, condition (financial or otherwise), operations, properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

(b) **Due Authorization and Execution, Etc.** The execution, delivery and performance (including the incurrence of the Obligations hereunder) by the Guarantor of this Guaranty are within the Guarantor's powers, have been duly authorized by all necessary action and do not and will not (i) require any consent or approval of any shareholder of the Guarantor, (ii) contravene (A) the Guarantor's constituting documents or by-laws, or (B) contravene any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any contractual restriction binding on or affecting the Guarantor or any of its properties, and (iii) result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than pursuant hereto) upon or with respect to any of the Guarantor's properties. The Guarantor is not in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such contractual restriction, which default would have a material adverse effect on the business, condition (financial or otherwise), operations, properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

(c) **Government Consents.** No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery or performance by the Guarantor of this Guaranty.

(d) Legal, Valid and Binding Nature. This Guaranty is the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms.

(e) Solvency. The fair value of the property of the Guarantor exceeds the total amount of liabilities (including, without limitation, contingent liabilities) of the Guarantor; the present fair saleable value of the assets of the Guarantor exceeds the amount that will be required to pay the probable liability of the Guarantor on its existing debts as they become absolute and matured; the Guarantor is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business; the Guarantor does not intend to, and does not believe that it will, incur debts or liabilities beyond the Guarantor's ability to pay as such debts and liabilities mature; and the Guarantor is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which the property remaining with the Guarantor would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Guarantor is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(f) Absence of Litigation. There are no actions, suits, investigations, litigation or proceedings pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor or any of its subsidiaries (whether partnerships or corporations) or the properties of the Guarantor or any such subsidiary before any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or which purports to affect any part of the transactions contemplated hereby or by the Agreements or the legality, validity or enforceability of this Guaranty.

(g) Absence of Liens and Encumbrances. There are no mortgages, deeds of trust, pledges, liens, security interests or charges or encumbrances of any nature whatsoever on any properties or assets of the Guarantor, except liens incurred in the ordinary course of its business.

(h) Payment of Taxes. The Guarantor has filed all tax returns (federal, state, provincial, local and foreign) required to be filed and paid all taxes shown thereon to be due, including interest and penalties, except for such taxes as are being contested in good faith and by proper proceedings and with respect to which appropriate reserves are being maintained by the Guarantor, or except where the failure to file such returns or pay such taxes would not have a material adverse effect on the business, condition (financial or otherwise), operations, properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

7. Currency; Taxes. Each payment to be made by the Guarantor hereunder in respect of the Obligations shall be payable in the currency or currencies in which such Obligations are denominated, and shall be made (i) without set-off or counterclaim and (ii) free and clear of and without deduction or withholding for or on account of any present and future taxes, levies, imposts, stamp taxes, duties, charges to tax, fees, deductions, withholdings and any conditions or restrictions resulting in charges to tax and all penalties, interest and other payments on or in respect thereof ("Tax" or "Taxes") unless the Guarantor is compelled by law to make payment subject to such Taxes. All Taxes in respect of this Guaranty or any amounts payable or paid under this Guaranty shall be paid by the Guarantor when due and in any event prior to the date on which penalties attach thereto. The Guarantor will indemnify AIGCEF CANADA against and in respect of all such Taxes. Without limiting the generality of the foregoing, if any Taxes (other than those imposed on or measured by the net income of AIGCEF CANADA by the jurisdictions under the laws of which AIGCEF CANADA is organized or is resident or carries on business) or amounts in respect thereof must be deducted or withheld from any amounts payable or paid by the Guarantor hereunder, the Guarantor shall pay such additional amounts as may be necessary to ensure that AIGCEF CANADA receives a net amount equal to the full amount which it would have received had payment (including of any additional amounts payable under this Section 7) not been made subject to such Taxes. Notwithstanding the preceding sentence, the Guarantor shall not be obligated to pay any additional amounts in respect of Taxes to any assignee of AIGCEF CANADA where such assignee is a non-resident of Canada and the Taxes are payable as a result of such assignee's status as a non-resident of Canada. Within thirty (30) days of each payment by the Guarantor hereunder of Taxes or in respect of Taxes, the Guarantor shall deliver to AIGCEF CANADA satisfactory evidence (including originals, or certified copies, of all relevant receipts) that such Taxes have been duly remitted to the appropriate authority or authorities.

8. Integration. This Guaranty constitutes the entire agreement and understanding between AIGCEF CANADA and the Guarantor relating to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings relating to such subject matter. In entering into this Guaranty, the Guarantor acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by AIGCEF CANADA or any employee or agent of AIGCEF CANADA.

9. **Amendments, Etc.** No amendment or waiver of any provision of this Guaranty or consent to any departure by the Guarantor from the terms and provisions of this Guaranty shall in any event be effective unless the same shall be in writing and signed by AIGCEF CANADA, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10. **Addresses for Notices.** Except as otherwise provided herein, all notices, approvals, consents, correspondence or other communications required or desired to be given hereunder shall be given in writing and shall be delivered by overnight courier, hand delivery or certified or registered mail, postage prepaid, if to AIGCEF CANADA, then to 5700 Granite Parkway, Suite 850, Plano, Texas 75024, ATTN: Operations Manager, or such other address as shall be designated by AIGCEF CANADA. All such notices and correspondence shall be effective when received.

11. **No Waiver; Remedies.** No failure on the part of AIGCEF CANADA to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

12. **Right of Set-off.** Upon the occurrence and during the continuance of any Event of Default, AIGCEF CANADA is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by AIGCEF CANADA to or for the credit or the account of the Guarantor against any and all of the obligations of the Guarantor now or hereafter existing under this Guaranty, irrespective of whether or not AIGCEF CANADA shall have made any demand under this Guaranty and although such obligations may be contingent and unmatured. AIGCEF CANADA agrees promptly to notify the Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of AIGCEF CANADA under this Section are in addition to the other rights and remedies (including, without limitation, other rights of set-off) which AIGCEF CANADA may have.

13. **Continuing Guaranty; Transfer of Obligations.** This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Guaranty, (ii) be binding upon the Guarantor and its successors and permitted assigns, and (iii) inure to the benefit of and be enforceable by AIGCEF CANADA and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), AIGCEF CANADA may assign or otherwise transfer the right to collect the Obligations to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to AIGCEF CANADA herein or otherwise. The Guarantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of AIGCEF CANADA herein.

14. **Indemnification.** The Guarantor hereby agrees to indemnify and hold harmless AIGCEF CANADA and its directors, officers, employees and agents, including all professionals (each an "Indemnified Party") from and against any and all expenses, losses, claims, damages and liabilities (including, without limitation, all fees and disbursements of attorneys and other professionals) incurred by or asserted against any Indemnified Party in connection with or arising out of, relating to, or by reason of any investigation, litigation or proceeding arising out of, relating to or in connection with any claims made by any person or entity in any way relating to this Guaranty or the transactions contemplated hereby, but excluding therefrom all expenses, losses, claims, damages, and liabilities arising out of or resulting from the gross negligence or willful misconduct of any Indemnified Party.

15. **Additional Guaranty.** This Guaranty is in addition to and not in substitution for any other guaranty, by whomsoever given, at any time held by AIGCEF CANADA, and any present or future obligation to AIGCEF CANADA incurred or arising otherwise than under a guaranty, of the Guarantor or of any other obligant, whether bound with or apart from the Customer; excepting any guaranty surrendered for cancellation on delivery of this instrument.

16. **Governing Law.** THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH PROVINCE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

17. Consent to Jurisdiction.

(a) THE GUARANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY COURTS IN THE PROVINCE OF ONTARIO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, AND THE GUARANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS IN THE PROVINCES OF ONTARIO. THE GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION TO THE LAYING OF VENUE OR ANY DEFENSE OF AN INCONVENIENT FORUM WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF SUCH ACTION OR PROCEEDING. THE GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE GUARANTOR AT ITS ADDRESS SPECIFIED IN SECTION 10 OF THIS GUARANTY. THE GUARANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

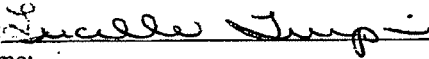
(b) NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF AIGCEF CANADA TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF AIGCEF CANADA TO BRING ANY ACTION OR PROCEEDING AGAINST THE GUARANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

18. Judgment Currency. Without limiting any other rights in this Guaranty, if for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Guaranty or any of the Agreements it becomes necessary to convert into the currency of such jurisdiction (herein called the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which Canadian Imperial Bank of Commerce would, on the relevant date at or about 12:00 noon (Toronto time), be prepared to sell a similar amount of such currency in (Toronto time) against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of payment of the amount due, Guarantor will, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of payment is the amount then due under this Guaranty or any Agreement in such other currency. Any additional amount due from Guarantor under this Section 18 will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Guaranty or any of the Agreements.

19. Jury Trial Waiver. THE GUARANTOR AND, BY ITS ACCEPTANCE HEREOF, AIGCEF CANADA HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY COURT RELATING TO, IN CONNECTION WITH OR ARISING UNDER THIS GUARANTY, THE AGREEMENTS OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

1134252 Alberta Ltd.

By: 
Name:
Title:

CONTINUING GUARANTY

This CONTINUING GUARANTY (this "Guaranty"), dated as of this 16th day of February, 2007, is made by 580799 Alberta Ltd., a corporation organized and existing under the laws of the Province of Alberta (the "Guarantor"), in favor of AIG COMMERCIAL EQUIPMENT FINANCE COMPANY, CANADA / COMPAGNIE DE FINANCEMENT COMMERCIAL AIG, CANADA (together with its successors or assigns, "AIGCEF CANADA").

A. AIGCEF CANADA has or will enter into loan or lease transactions, and make advances or other financial accommodations to Cow Harbour Construction Ltd. (the "Customer"), or has purchased or otherwise received by assignment rights relating to loans, leases advances or other financial accommodations made to the Customer under various agreements, notes, leases or other documents or instruments between AIGCEF CANADA and the Customer whether heretofore, now or hereafter executed, or between the Customer and another person or entity and subsequently sold, transferred or assigned to AIGCEF CANADA (collectively, the "Agreements"); and

B. It is a condition to the financial accommodations provided by, or the acquisition of the rights transferred to, AIGCEF CANADA under the Agreements that the Guarantor, which has a financial interest in the Customer, shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and to induce AIGCEF CANADA to enter into or become a party to the Agreements and for other good and valuable consideration the receipt of which is hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Guaranty**. The Guarantor hereby irrevocably, absolutely and unconditionally guaranties, as primary obligor and as a guarantor of payment and performance, and not merely as a surety or guarantor of collection, the prompt payment and performance of all obligations of the Customer now or hereafter existing under the Agreements, which may in any manner whatsoever be presently or hereafter due and owing (collectively, the "Obligations").

2. **Guaranty Absolute**. The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Agreements, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of AIGCEF CANADA with respect thereto. The liability of the Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

- (i) any lack of validity, regularity or enforceability of the Agreements or any other agreement or instrument relating thereto;
- (ii) any lack of validity, regularity or enforceability of this Guaranty or any other agreement or instrument relating hereto;
- (iii) any modification or change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other modification, change, amendment or waiver of or any consent to departure from any term of any of the Agreements;
- (iv) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations;
- (v) any failure on the part of AIGCEF CANADA or any other person or entity to exercise, or any delay in exercising, any right under the Agreements or any other document or instrument delivered in connection therewith;
- (vi) any defence based on any merger, amalgamation, or consolidation of the Customer or the Guarantor of the Obligations into or with any person, or any sale, lease or transfer of any of the assets of the Customer or the Guarantor of the Obligations to any other person; or
- (vii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Customer, the Guarantor or any other guarantor with respect to the Obligations (including, without limitation, all defenses based on suretyship or impairment of collateral, and all defenses that the Customer may assert to the repayment of the Obligations, including, without limitation, failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury), this Guaranty and the obligations of the Guarantor under this Guaranty.

The Guarantor hereby agrees that if the Customer or any other guarantor of all or a portion of the Obligations is the subject of a bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), Title 11 of the United States Code, or any other applicable insolvency laws, it will not assert the pendency of such proceeding or any order entered therein as a defense to the timely payment of the Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by AIGCEF CANADA upon the insolvency, bankruptcy or reorganization of the Customer or otherwise, all as though such payment had not been made.

3. **Indemnity.** As an original and independent obligation under this Guaranty, the Guarantor shall: (a) indemnify AIGCEF CANADA and keep AIGCEF CANADA indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, but without limitation, all legal and other costs, charges and expenses incurred by AIGCEF CANADA in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Guaranty); and (b) pay on demand the amount of such cost, loss, expense or liability whether or not AIGCEF CANADA has attempted to enforce any rights against the Customer or any other person or otherwise.

4. **Waivers.** The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that AIGCEF CANADA protect, secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right to take any action against the Customer or any other person or entity or any collateral. The Guarantor hereby further waives any right to receive notice of any disposition or retention by AIGCEF CANADA of any collateral and any right of redemption relating to any collateral.

5. **Subrogation.** The Guarantor hereby agrees it will not exercise any rights which it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, until all the Obligations shall have been paid in full in cash. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of AIGCEF CANADA and shall forthwith be paid to AIGCEF CANADA to be credited and applied upon the Obligations, whether matured or unmatured, in accordance with the terms of the Agreements. If (i) the Guarantor shall make payment to AIGCEF CANADA of all or any part of the Obligations and (ii) all the Obligations shall be paid in full, AIGCEF CANADA will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations resulting from such payment by the Guarantor.

6. **Representations and Warranties.** The Guarantor hereby represents and warrants as follows:

(a) **Due Organization, Etc.** The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted. The Guarantor is duly qualified or licensed to do business as a foreign entity in good standing in all jurisdictions in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed, except for such jurisdictions where the failure to so qualify or be licensed would not have a material adverse effect on the business, condition (financial or otherwise), operations, properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

(b) **Due Authorization and Execution, Etc.** The execution, delivery and performance (including the incurrence of the Obligations hereunder) by the Guarantor of this Guaranty are within the Guarantor's powers, have been duly authorized by all necessary action and do not and will not (i) require any consent or approval of any shareholder of the Guarantor, (ii) contravene (A) the Guarantor's constituting documents or by-laws, or (B) contravene any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any contractual restriction binding on or affecting the Guarantor or any of its properties, and (iii) result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than pursuant hereto) upon or with respect to any of the Guarantor's properties. The Guarantor is not in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such contractual restriction, which default would have a material adverse effect on the business, condition (financial or otherwise), operations, properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

(c) **Government Consents.** No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery or performance by the Guarantor of this Guaranty.

(d) Legal, Valid and Binding Nature. This Guaranty is the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms.

(e) Solvency. The fair value of the property of the Guarantor exceeds the total amount of liabilities (including, without limitation, contingent liabilities) of the Guarantor; the present fair saleable value of the assets of the Guarantor exceeds the amount that will be required to pay the probable liability of the Guarantor on its existing debts as they become absolute and matured; the Guarantor is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business; the Guarantor does not intend to, and does not believe that it will, incur debts or liabilities beyond the Guarantor's ability to pay as such debts and liabilities mature; and the Guarantor is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which the property remaining with the Guarantor would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Guarantor is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(f) Absence of Litigation. There are no actions, suits, investigations, litigation or proceedings pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor or any of its subsidiaries (whether partnerships or corporations) or the properties of the Guarantor or any such subsidiary before any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or which purports to affect any part of the transactions contemplated hereby or by the Agreements or the legality, validity or enforceability of this Guaranty.

(g) Absence of Liens and Encumbrances. There are no mortgages, deeds of trust, pledges, liens, security interests or charges or encumbrances of any nature whatsoever on any properties or assets of the Guarantor, except liens incurred in the ordinary course of its business.

(h) Payment of Taxes. The Guarantor has filed all tax returns (federal, state, provincial, local and foreign) required to be filed and paid all taxes shown thereon to be due, including interest and penalties, except for such taxes as are being contested in good faith and by proper proceedings and with respect to which appropriate reserves are being maintained by the Guarantor, or except where the failure to file such returns or pay such taxes would not have a material adverse effect on the business, condition (financial or otherwise), operations, properties, performance or prospects of the Guarantor or otherwise on the ability of the Guarantor to carry out its obligations under this Guaranty.

7. Currency; Taxes. Each payment to be made by the Guarantor hereunder in respect of the Obligations shall be payable in the currency or currencies in which such Obligations are denominated, and shall be made (i) without set-off or counterclaim and (ii) free and clear of and without deduction or withholding for or on account of any present and future taxes, levies, imposts, stamp taxes, duties, charges to tax, fees, deductions, withholdings and any conditions or restrictions resulting in charges to tax and all penalties, interest and other payments on or in respect thereof ("Tax" or "Taxes") unless the Guarantor is compelled by law to make payment subject to such Taxes. All Taxes in respect of this Guaranty or any amounts payable or paid under this Guaranty shall be paid by the Guarantor when due and in any event prior to the date on which penalties attach thereto. The Guarantor will indemnify AIGCEF CANADA against and in respect of all such Taxes. Without limiting the generality of the foregoing, if any Taxes (other than those imposed on or measured by the net income of AIGCEF CANADA by the jurisdictions under the laws of which AIGCEF CANADA is organized or is resident or carries on business) or amounts in respect thereof must be deducted or withheld from any amounts payable or paid by the Guarantor hereunder, the Guarantor shall pay such additional amounts as may be necessary to ensure that AIGCEF CANADA receives a net amount equal to the full amount which it would have received had payment (including of any additional amounts payable under this Section 7) not been made subject to such Taxes. Notwithstanding the preceding sentence, the Guarantor shall not be obligated to pay any additional amounts in respect of Taxes to any assignee of AIGCEF CANADA where such assignee is a non-resident of Canada and the Taxes are payable as a result of such assignee's status as a non-resident of Canada. Within thirty (30) days of each payment by the Guarantor hereunder of Taxes or in respect of Taxes, the Guarantor shall deliver to AIGCEF CANADA satisfactory evidence (including originals, or certified copies, of all relevant receipts) that such Taxes have been duly remitted to the appropriate authority or authorities.

8. Integration. This Guaranty constitutes the entire agreement and understanding between AIGCEF CANADA and the Guarantor relating to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings relating to such subject matter. In entering into this Guaranty, the Guarantor acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by AIGCEF CANADA or any employee or agent of AIGCEF CANADA.

9. **Amendments, Etc.** No amendment or waiver of any provision of this Guaranty or consent to any departure by the Guarantor from the terms and provisions of this Guaranty shall in any event be effective unless the same shall be in writing and signed by AIGCEF CANADA, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
10. **Addresses for Notices.** Except as otherwise provided herein, all notices, approvals, consents, correspondence or other communications required or desired to be given hereunder shall be given in writing and shall be delivered by overnight courier, hand delivery or certified or registered mail, postage prepaid, if to AIGCEF CANADA, then to 5700 Granite Parkway, Suite 850, Plano, Texas 75024, ATTN: Operations Manager, or such other address as shall be designated by AIGCEF CANADA. All such notices and correspondence shall be effective when received.
11. **No Waiver; Remedies.** No failure on the part of AIGCEF CANADA to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
12. **Right of Set-off.** Upon the occurrence and during the continuance of any Event of Default, AIGCEF CANADA is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by AIGCEF CANADA to or for the credit or the account of the Guarantor against any and all of the obligations of the Guarantor now or hereafter existing under this Guaranty, irrespective of whether or not AIGCEF CANADA shall have made any demand under this Guaranty and although such obligations may be contingent and unmatured. AIGCEF CANADA agrees promptly to notify the Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of AIGCEF CANADA under this Section are in addition to the other rights and remedies (including, without limitation, other rights of set-off) which AIGCEF CANADA may have.
13. **Continuing Guaranty; Transfer of Obligations.** This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Guaranty, (ii) be binding upon the Guarantor and its successors and permitted assigns, and (iii) inure to the benefit of and be enforceable by AIGCEF CANADA and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), AIGCEF CANADA may assign or otherwise transfer the right to collect the Obligations to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to AIGCEF CANADA herein or otherwise. The Guarantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of AIGCEF CANADA herein.
14. **Indemnification.** The Guarantor hereby agrees to indemnify and hold harmless AIGCEF CANADA and its directors, officers, employees and agents, including all professionals (each an "Indemnified Party") from and against any and all expenses, losses, claims, damages and liabilities (including, without limitation, all fees and disbursements of attorneys and other professionals) incurred by or asserted against any Indemnified Party in connection with or arising out of, relating to, or by reason of any investigation, litigation or proceeding arising out of, relating to or in connection with any claims made by any person or entity in any way relating to this Guaranty or the transactions contemplated hereby, but excluding therefrom all expenses, losses, claims, damages, and liabilities arising out of or resulting from the gross negligence or willful misconduct of any Indemnified Party.
15. **Additional Guaranty.** This Guaranty is in addition to and not in substitution for any other guaranty, by whomsoever given, at any time held by AIGCEF CANADA, and any present or future obligation to AIGCEF CANADA incurred or arising otherwise than under a guaranty, of the Guarantor or of any other obligant, whether bound with or apart from the Customer; excepting any guaranty surrendered for cancellation on delivery of this instrument.
16. **Governing Law.** THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH PROVINCE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

17. **Consent to Jurisdiction.**

(a) THE GUARANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY COURTS IN THE PROVINCE OF ONTARIO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, AND THE GUARANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS IN THE PROVINCES OF ONTARIO. THE GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION TO THE LAYING OF VENUE OR ANY DEFENSE OF AN INCONVENIENT FORUM WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF SUCH ACTION OR PROCEEDING. THE GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE GUARANTOR AT ITS ADDRESS SPECIFIED IN SECTION 10 OF THIS GUARANTY. THE GUARANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF AIGCEF CANADA TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF AIGCEF CANADA TO BRING ANY ACTION OR PROCEEDING AGAINST THE GUARANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

18. **Judgment Currency.** Without limiting any other rights in this Guaranty, if for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Guaranty or any of the Agreements it becomes necessary to convert into the currency of such jurisdiction (herein called the "**Judgment Currency**") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which Canadian Imperial Bank of Commerce would, on the relevant date at or about 12:00 noon (Toronto time), be prepared to sell a similar amount of such currency in (Toronto time) against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of payment of the amount due, Guarantor will, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of payment is the amount then due under this Guaranty or any Agreement in such other currency. Any additional amount due from Guarantor under this Section 18 will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Guaranty or any of the Agreements.

19. **Jury Trial Waiver.** THE GUARANTOR AND, BY ITS ACCEPTANCE HEREOF, AIGCEF CANADA HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY COURT RELATING TO, IN CONNECTION WITH OR ARISING UNDER THIS GUARANTY, THE AGREEMENTS OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH.

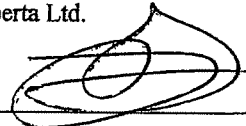
IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

580799 Alberta Ltd.

By: _____

Name: _____

Title: _____



APPENDIX “F”

**LEASE #47 WITH
ALTER MONETA CORPORATION**



MASTER LEASE AGREEMENT (the "Lease") dated Wednesday, November 15, 2006

MASTER LEASE AGREEMENT No. CCB5314A

BETWEEN
AND

Cow Harbour Construction Ltd. and Alphonse N. Hutchings, a company constituted under the laws of Alberta, (hereinafter called "Lessee")
CORPORATION ALTER MONETA / ALTER MONETA CORPORATION, a corporation established under the laws of Canada,
(hereinafter called "Lessor")

1. Lease

Subject to the terms of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the personal or movable property together with all attachments, replacements, parts, substitutions, additions, software licenses, repairs, support, consulting, and accessories relating thereto, or used in connection therewith, now attached to or delivered with, or which may at any time hereafter be incorporated into or affixed, whether or not provided by the Lessor (hereinafter called the "Equipment") more specifically described in one or more Equipment Schedules ("Schedule") executed by Lessor and Lessee. Each Schedule shall be a separate and enforceable lease incorporating by reference the terms and conditions of this Lease. An executed counterpart of this Lease (including any supplements, addenda, or riders hereto) or photocopy hereof, together with an executed Schedule, marked "Original" shall be the original of the lease for the Equipment described on such Schedule, and together they constitute and shall be referred to herein as the "Lease" with respect to such Equipment. All other executed counterparts of the Schedule shall be marked "Duplicate." For those provinces that have adopted the Personal Property Security Act ("PPSA") to the extent that this Lease constitutes chattel paper, as such term is defined in the PPSA of the applicable province, no interest in this Lease may be perfected by possession through the transfer of possession of any counterpart other than the original of a Schedule. Notwithstanding the delivery of the Equipment to, and its possession and use by Lessee, Lessor shall retain the full legal title to the Equipment, it being expressly understood that this Lease is an agreement of lease only.

2. Non-Cancelable Lease

THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

3. Title

At all times, the Equipment shall be the sole and separate property of Lessor, and Lessee shall have no property rights therein, but only the right to use the Equipment upon the provisions of this Lease. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed personal or movable property even though said Equipment may hereafter become attached or affixed to real or immovable property. Lessee shall, if requested by Lessor, use all reasonable efforts to obtain on behalf of Lessor any necessary or desirable waiver of the rights of any third party which arise by reason of any item of the Equipment becoming or being deemed to have become part of real or immovable property. Lessee shall provide such waiver to Lessor for any landlord or mortgagee of Lessee.

4. Rent; Interest; Deposit Account

Lessee shall pay to Lessor for use of the Equipment during the term of any Schedule, the Interim Payment, and the Periodic Payment amounts specified on said Schedule (collectively, the "Rent"). Rent shall begin to accrue upon Lessee's written acceptance of Equipment as evidenced by an executed Delivery and Acceptance Certificate which shall be provided to Lessor by Lessee upon taking possession and acceptance of the Equipment. The Interim Payment will be computed by prorating the Periodic Payment from the date of Lessee's written acceptance of the Equipment to the end of the calendar month. Periodic Payments in the amount specified on the Schedule shall begin on the first day of the month following the month in which the Equipment has been accepted, unless otherwise stated on the Equipment Schedule ("Rent Commencement Date"). Lessor reserves the right to charge interest at the Overdue Interest Rate on any overdue balance. Lessor will be authorized to debit the Interim Payment and Periodic Payment directly from Lessee's bank account.

5. No Assignment by Lessee; Liens

The Equipment shall not be sold transferred, delivered, or sublet to any other person, entity, or corporation, and Lessee agrees not to sell, assign, sublet, hypothecate or otherwise encumber or suffer a lien upon or against any interest in this Lease, any Schedule hereunder, or Equipment.

6. Assignment by Lessor

Lessor may at any time without notice to Lessee, but subject to the rights of Lessee hereunder, transfer or assign in whole or in part the Lease or any Schedule or any Equipment or any rental or other moneys and benefits due or that become due hereunder. In the event of any assignment by Lessor, Lessee agrees to recognize such assignment and waives notice thereof. Upon demand, Lessee agrees to provide an acknowledgment, on a form as Lessor may require, to any assignee thereof.

Taxes

Lessee agrees to pay Lessor or its assigns, when due, all license fees, assessments, sales, use, personal property, excise, withholding and other taxes (except for taxes based on Lessor's income), now or hereafter imposed on the Equipment or the possession,

operation or use thereof. Lessor reserves the right, at any time during the term of the Lease, to request Lessee to pay, and Lessee shall, forthwith upon such a request, pay to Lessor any such remaining taxes.

8. Risk of Loss or Damage

Lessee shall bear the entire risk of loss or damage to the Equipment from any cause whatsoever from the date of delivery to Lessee until it is returned per paragraph 14 below and received by Lessor. Lessee shall promptly notify Lessor of any loss or damage. No loss or damage shall relieve Lessee of the obligation to pay Rent or perform any other obligation under this Lease. In the event of loss or damage, Lessee, at Lessor's option, shall either place the Equipment in good condition and repair, replace the Equipment with the identical product, or pay Lessor the Casualty Value, plus breakage costs in an amount necessary to achieve the economics of the Lease. The "Casualty Value" shall be the present value of the aggregate of all unpaid amounts due hereunder as rental or otherwise to the expiration of the original term of the Lease (calculated by discounting such amounts at a nominal rate of three percent (3%) compounded monthly), plus the amount of the residual which Lessor may have in the Equipment.

9. Insurance

During the term of this Lease, Lessee, at its sole expense, shall maintain insurance with a company or companies, of recognized responsibility against: (i) All risk of loss and physical damage to the Equipment in amounts not less than the greater of the fair market replacement value or the aggregate Casualty Value (as defined in paragraph 8 above) of all Equipment from time to time; (ii) comprehensive public liability and property damage insurance with respect to the condition, possession, maintenance, operation and use of the Equipment, for an amount of not less than \$5,000,000 or such amount as Lessor or its assignee may reasonably require.

All such insurance shall cover the interests of both Lessee, Lessor, and Lessor's assigns, as the case may be, and such insurance policies shall name the Lessor and any assignee(s) as a named insured(s) and additional loss payee(s), providing an unequivocal thirty (30) day written notice to Lessor and any assignee(s) of cancellation, policy change or failure of renewal by Lessee. Upon request, Lessee shall furnish to Lessor a Certificate of Insurance or other evidence to Lessor that such insurance coverage is in effect and any additional data related to the insurance.

10. Intellectual Property Rights

Unless otherwise stated in writing by manufacturer, copyrighted material (software and printed documentation) may not be copied except for archival purposes, to replace a defective copy, or for program error verification. If manufacturer's software license is included in the Equipment, then manufacturer's standard software terms shall apply. Without limiting the generality of the foregoing Lessee will defend or settle any claim against Lessee or Lessor if any Equipment delivered under this Lease infringes a patent, utility model, industrial design, copyright, mask work or trademark in the jurisdiction where Lessee uses the Equipment. Lessee will pay the cost of such defense. Lessor has no obligation for any claim of infringement arising from: (i) Lessor's compliance with any designs, specifications or instruction of Lessee; (ii) modification of the Equipment by Lessee or a third party; (iii) use of the Equipment in a way not specified by the Lessor or the manufacturer. These terms state the entire liability of Lessor for claims of infringement. Lessee shall and does hold Lessor, any assign, and any secured party harmless from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of any intellectual property rights related to the Equipment.

11. Identification

Lessor may require identification markings to be affixed to or placed on the Equipment at Lessee's expense to give notice of Lessor's ownership thereof. Lessee shall not permit anyone to injure, deface, or remove any such identification markings from the Equipment.

12. Use; Location; Access

Lessee will operate and maintain the Equipment in accordance with manufacturer's manuals and instructions, by competent and duly qualified personnel only in accordance with applicable governmental laws and regulations, if any, and for business, or commercial purposes only, and not for personal use. Lessee also agrees not to remove the Equipment from the location of Equipment or from the jurisdiction specified in the Schedule without Lessor's prior written consent, unless the Equipment is a road or other vehicle used for transportation services, in which case, and conditional that the terminal of the vehicle is at the address specified on the Equipment Schedule, the Equipment may be used in Canada and, occasionally, in the United States, for periods of time not exceeding (30) days, unless a prior written consent is obtained from Lessor and subject to all registrations deemed appropriate by the Lessor to protect its interests. Lessor shall have free access to the Equipment at reasonable times during normal business hours for

Initials

Lessor:

Lessee:

the purpose of inspection or observation, or to determine the nature or extent of use of the Equipment. The Lessee shall not use the Equipment to transport any dangerous materials.

3. Support; Repairs

Lessee, at its own costs and expense, or through a maintenance agreement with a third party authorized to provide maintenance by the Equipment manufacturer, shall keep the Equipment in good repair, condition and working order in accordance with manufacturer's manuals and instructions and shall furnish all required parts, mechanisms, devices, and servicing, and said furnished items shall thereupon become the property of Lessor for all purposes hereunder.

14. Return of Equipment

Upon expiration or termination of this Lease, Lessee, at its own risk and expense, shall have the Equipment packed for shipment in accordance with manufacturer's specifications and shall immediately return the Equipment to Lessor in the same condition as when delivered, ordinary wear and tear excepted, freight prepaid and insured, to such place as Lessor may specify.

In the event Lessee fails to comply with the provisions of the above and Lessee has not returned the Equipment as provided therein, in addition to all other rights and remedies available to Lessor hereunder, Lessor shall have the right to extend the term of the applicable Schedule through the last day of the month on which Lessee returns the Equipment for a rent equal to the Periodic Payment; provided, however, the exercise by Lessor of such rights shall not be deemed a waiver by Lessor of any other right or remedy available to Lessor under this Lease.

15. Equipment Selected by Lessee

Lessee acknowledges that it has selected the vendor and Equipment supplied by vendor. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED WHATSOEVER WITH RESPECT TO VENDOR'S EQUIPMENT, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". If vendor's Equipment is not properly installed, does not operate as represented or warranted by vendor or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against vendor and shall, nevertheless, pay Lessor all payments due under the Lease. It is Lessee's sole responsibility to acquire updates or other necessary documentation to vendor's Equipment. If Lessee should forfeit any rights granted to Lessee, or if vendor terminates any rights granted to Lessee, the Rent payments shall continue uninterrupted to Lessor. Lessee agrees that it will not assert any defenses, deduction, abatement, counterclaim or set-off against Lessor. Lessee understands and agrees that neither vendor nor any employee, agent, or representative of vendor is an agent of Lessor. No agent of vendor is authorized to waive or alter any terms or conditions of this Lease, and no representatives as to the vendor's Equipment or any other matter by vendor shall in any way affect Lessee's duty to make payments and perform its obligations under this Lease.

16. Upgrades

Notwithstanding paragraph 2 of this Lease, Lessee may request that, with ninety (90) days written notice to Lessor, certain improvements, enhancements, alterations or modifications to the Equipment be completed and that such additional personal or movable property be included as Equipment under the respective Schedule(s) ("Proposed Equipment Upgrade").

The Proposed Equipment Upgrade(s) will require an outlay of money by Lessor and Lessor in its sole discretion, may refuse the proposed Equipment Upgrade(s) and the additional outlay of money. If accepted by the Lessee, will be paid over time by the Lessee as rental. Within forty-five (45) days of Lessor's receipt of Lessee's request for a Proposed Equipment Upgrade and subject to its acceptance thereof, Lessor agrees to provide to Lessee a summary of amendments to this Lease that will be required if the Proposed Equipment Upgrade(s) are done. The Lessee may, but is not obligated to, proceed with all or part of a Proposed Equipment Upgrade be completed, provided that:

- (i) the Lessee delivers to Lessor written notice, within (15) days after its receipt of the summary of amendments specifying that portion of the Proposed Equipment Upgrade that the Lessee wants Lessor to complete or have completed (the "Equipment Upgrade");
- (ii) no Event of Default (as hereinafter defined) has occurred and no event has occurred which, with the passage of time or with the giving of notice, or both, would constitute an Event of Default;
- (iii) Lessor and Lessee execute an amendment to this Lease to ensure that the Lease Term, amount of Rent, Equipment, and other provisions of the Schedule correctly reflect the additions relating to the Equipment Upgrade.

17. No Warranties by Lessor

Lessee may benefit of applicable manufacturer's warranties covering the Equipment if any and if transferable to Lessee. NO WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. LESSOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Liability

THE REMEDIES PROVIDED HEREIN ARE LESSEE'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL LESSOR BE LIABLE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT AND LOSS OF DATA), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

19. Indemnification

Lessee shall and does agree to defend, indemnify, and hold Lessor, any assignee and any secured party, harmless from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of or pertaining to the Lease, possession, licensing, operation, control, use, maintenance, delivery, or return of the Equipment. Lessor, at its option and at its sole expense, may participate in any such action with counsel of its own choice. Lessee agrees that it shall not settle or compromise any claim, action, or proceeding without first obtaining Lessor's prior written consent. The provisions of this section shall survive any expiration or sooner termination of this Lease and any Schedule.

20. Representations and Warranties of Lessee

Lessee represents, warrants, and covenants that, with respect to this Lease and each Schedule executed pursuant to this Lease:

- (a) The execution, delivery, and performance by Lessee has been authorized by all necessary corporate action and shall not contravene any law or the provisions of any agreement to which Lessee is bound as evidenced by a corporate resolution provided to Lessor;
- (b) The individual executing such was duly authorized to do so as evidenced by a corporate resolution provided to Lessor;
- (c) This Lease and each such Schedule constitute legal, valid, and binding agreements of Lessee enforceable in accordance with their respective terms;
- (d) The Equipment is personal or movable property and when subjected to use by Lessee, will not be or become a fixture under applicable law;
- (e) All financial statements, if any, furnished to Lessor are true and correct in all material respects, and Lessee shall furnish Lessor with its annual audited financial statements as required in Paragraph 21 below and such other financial information as Lessor may reasonably request from time to time; and
- (f) Lessee's articles of incorporation furnished to Lessor are true, current, and valid in all respects.

21. Financial Statements

Lessee shall provide Lessor, within ninety (90) days after the close of Lessee's fiscal year, its audited financial statements. Lessee also shall provide, upon the request of Lessor, within thirty (30) days after the close of its fiscal quarters, unaudited financial statements covering the previous quarter.

22. Events of Default; Remedies

The occurrence of any of the following shall constitute an "Event of Default":

- (1) Lessee fails to pay all or any portion of any Rent or other payment on or before the date such sum becomes due and payable;
- (2) Lessee fails to maintain insurance as required in paragraph 9 above;
- (3) Any material representation or warranty made in this Lease, or in any report, certificate, financial statement, or other statement furnished to Lessor or any assignee pursuant to the provisions of this Lease proves to have been false in any material respect as of the date on which the same was made, or
- (4) Lessee fails or refuses to duly observe or perform any other covenant, condition, or agreement made by it in this Lease; or
- (5) An attachment or other lien against the Equipment resulting from any Lessee action, failure to act, or responsibility is issued or entered and remains undischarged or unbounded for ten (10) days; or
- (6) Lessee petitions for any relief for itself under the Bankruptcy and Insolvency Act or any reorganization law or a petition is brought against it or a receiver is appointed for it, under such code or law or Lessee is adjudicated bankrupt or Lessee makes an assignment for the benefit of creditors.
- (7) Lessee or any person related to or of the same group of person as Lessee or any guarantor of the Lessee is in default under any agreement, contract or undertaking it may have with the Lessor or any other person.
- (8) There is any change in the ownership, control or direction over the property, assets, undertaking or enterprise of Lessee or in the holding of the majority of its voting shares, except pursuant to death of shareholder.

If an Event of Default occurs under this Lease, Lessor may give Lessee notice of the Event of Default and, upon the giving of such notice or at any time thereafter, do any or all of the following (as Lessor in its sole discretion elects):

- (a) proceed by appropriate court action or actions to enforce performance by Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach thereof;
- (b) with due process of law, and without being deemed to disturb the peace in so doing, take possession of any or all Equipment without prejudice to any other remedy or claim herein referred;
- (c) hold, sell, lease or otherwise dispose of, any or all Equipment, in any manner Lessor (in its sole discretion) elects;
- (d) receive from Lessee upon demand for any or all Equipment the following amounts which Lessee shall be obligated to pay:
 - (1) any unpaid Rent which is past due,
 - (2) the Casualty Value as defined in paragraph 8 of this Lease, plus breakage costs,
 - (3) all reasonable costs and expenses incurred in searching for, taking, removing, keeping, storing, repairing, and restoring such items of Equipment,
 - (4) all other amounts then owing by Lessee hereunder, and

Initials

Lessor:

Lessee:

A. G. H.
A. G. H.

(5) all reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred by Lessor as a result of an Event of Default, termination of this Lease, or the exercise by Lessor of its remedies under this Section;

(c) by notice to Lessee, declare this Lease (for any or all Equipment) terminated without prejudice to Lessor's rights in respect of all obligations set forth in this Section and any other obligations under this Lease then accrued and remaining unsatisfied; and

(f) avail itself of any other remedy or remedies provided for by any statute or otherwise available by law.

The remedies set forth in this section are not intended to be exclusive, and each shall be cumulative. The amounts to be paid to Lessor under clause (d) of this Section shall be increased by interest, at the Overdue Interest Rate stated in the Schedule, to the date of receipt by Lessor of the amount payable under said clause, from the respective due dates of such amounts or (with respect to costs, expenses, and losses for which Lessor is entitled to payment or reimbursement under said clause) from the respective dates incurred by Lessor. No express or implied waiver by Lessor of any default should constitute a waiver of any other default by Lessor or a waiver of any of Lessor's rights. If any action is brought by either party to enforce this Lease or to protect its interest in the Equipment, the losing party agrees to pay the costs thereof including reasonable attorneys' fees and other costs of collection.

23. Currency of Account and Currency of Payment

Unless otherwise specified in the Schedule, all payments payable to Lessor under this Lease shall be made in Canadian Dollars and Canadian Dollars are both the currency of account and the currency of payment.

24. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Québec. Nothing herein shall be deemed to preclude or prevent Lessor from bringing any action or claim to enforce the provisions of this Lease in any appropriate jurisdiction or forum. This contract constitutes a "crédit-bail" for the purposes of the laws of the Province of Québec and is governed by Articles 1842 and followings of the Civil Code of Quebec which are hereby incorporated herein by reference.

25. Notices

All communications or notices required or permitted by this Lease shall be made in writing, and shall be deemed to have been given or made when delivered in hand or five (5) days following deposit in the Canadian Post. Communications or notices shall be delivered personally or by certified mail or Express mail, return receipt requested, post thereon fully paid, and addressed as follows, unless and until either of such parties notifies the other in writing of a change of address:

To Lessee: Cow Harbour Construction Ltd. and Alphonse N. Hutchings
316 Mackay Crescent
Fort McMurray, CN
T9H4E4

If to Lessor: Corporation Alter Moneta / Alter Moneta Corporation
101, Roland-Therrien Blvd., suite 550
Longueuil, Qc.
J4H 4B9

Any notice required under this Lease shall be a sufficient notice from the date of mailing such notice, provided it is signed by an officer of the party giving notice, and mailed by certified or Express mail, return receipt requested, with postage thereon fully prepaid, addressed to the other party at its principal place of business.

26. Further Assurances; Financing Statements

If requested by Lessor, Lessee shall promptly secure, execute, and deliver to Lessor such further documents and take such further action as Lessor shall deem necessary or desirable to carry out the intent and purpose of this Lease and to protect Lessor's interest of Lessor, assignee, and any secured party in the Equipment, to be filed and Lessee agrees to execute and deliver such financing statements or other documents interest in the Equipment.

By execution hereof, the signer hereby certifies that s/he has read this Lease and the referenced schedules and attachments, and that s/he is duly authorized to execute this Lease on behalf of the Lessee.

LESSOR: Corporation Alter Moneta/Alter Moneta Corporation

By:
Name:
Title:

Lessor is authorized by Lessee, at Lessee's expense, to cause this Lease, any Schedule, or any other statement or instrument showing the interest of Lessor, assignee, and any secured party in the Equipment, to be filed and Lessee agrees to execute and deliver such financing statements or other documents as reasonably requested by Lessor for such purpose. At Lessor's request, Lessee will execute financing statements pursuant to the PPSA, the Uniform Commercial Code, or other applicable law in the jurisdictions where the Equipment or Lessee is located. Lessee authorizes Lessor to file financing statements, at Lessee's expense, at all places where Lessor deems necessary.

Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financing statements and other documents as Lessor, at time to time, may request.

27. Termination

Lessor's acceptance of this Lease is based, in part, upon credit and financial information submitted by Lessee and is in reliance upon such information. Lessee hereby represents and warrants that all credit and financial information submitted to Lessor herewith or at any other time is true and correct. In the event of a substantial adverse change in Lessee's financial condition, Lessor, at its sole option, may terminate this Lease and all obligations hereunder upon written notice to Lessee.

28. Entire Agreement; Amendment

This agreement, together with any Schedules hereunder, and any referenced agenda, exhibits or attachments shall constitute the entire understanding between the parties and supersedes any previous communications, representations, or agreements, whether oral or written. No change or modification of any term or condition hereof shall be valid or binding on either party unless made in writing and signed by an authorized representative of each party.

29. No Waiver

No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right under this Lease, unless otherwise expressly provided herein;

30. Headings

Headings in the Lease are for convenience only and shall not be used to interpret, construe, or limit its provisions;

31. Binding Effect

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their legal representatives, successors, and assigns.

32. Severability; Conflict of Provisions.

If any provision of this Lease is deemed to be invalid or unenforceable, the remaining provisions shall remain in full force and effect as though said invalid or unenforceable provision was never a part hereof. In the event that certain terms or conditions of this Lease conflict with any of the Schedules, the terms of the Schedule shall be operative and controlling.

33. Language

The parties hereto have expressly required that this Agreement and all documents, agreements and notices relating thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que la présente convention de crédit-bail et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

34. Acceptance by Lessor

Neither the Lease nor any Schedule contemplated hereby shall be binding on the Lessor until executed by a signing officer of the Lessor.

LESSEE: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

By:
Name:
Title:

Alphonse N. Hutchings
President

By:
Name:
Title:

Alphonse N. Hutchings
Individual



EQUIPMENT SCHEDULE NO. 001

TO MASTER LEASE NO. CCH5314A

Lessor: Corporation Alter Moneta / Alter Moneta Corporation
Lessee: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

Equipment Location(s):
Street: 316 Mackay Crescent
Town/City: Fort McMurray
Province: Alberta
Postal Code: T9H4E4
Contact: Jack Bonville
Telephone no.: (780) 791-5477
Fax no.: (780) 743-3073

Billing Address:
Street: 316 Mackay Crescent
Town/City: Fort McMurray
Province: Alberta
Postal Code: T9H4E4
Contact:
Telephone no.: (780) 743-3073
Fax no.: (780) 743-3073

Sales Taxes: GST

890965825RT0001

CURRENCY: All amounts stated herein are in Canadian Dollars

Description of Equipment: See Attachment A hereto and made a part hereof by reference, at a cost of \$1,484,297.99 (hereinafter the "Net Price of the Equipment").

Rental Terms:	Term	Number of Periodic Payments	Periodic Payment Frequency	Amount of Periodic Payments (before taxes)	Date of First Periodic Payment
	60 months	60	Monthly	See attached Addendum	11/15/2006

Term: The initial non-cancellable term of this Equipment Schedule for each piece of Equipment covered hereinunder shall begin on the date of signature hereof and expire 60 months thereafter November 15, 2006 (the "Rent Commencement Date", as defined in section 4 of the Lease), or at the end of any renewal period. However, if the Equipment was delivered before the date of signature hereof, the term of this Schedule shall be effective as of the delivery date of such Equipment.

End of term Options: At the end of the initial non-cancellable term or at the end of any renewal period, the Lessee, provided that no Event of Default as defined in the Lease has occurred or still exists at the end of such term, shall have the rights to exercise one of the following Options by providing a 90 days prior written notice to the Lessor notifying Lessor of Lessee's intention to exercise one of the following Options:

- purchase all of the rights, interests and title of the Lessor in and to all of the Equipment covered by the Lease for an amount equal to \$148,429.80;
- renew this Schedule for all of the Equipment contemplated herein for an additional non-cancellable term of 12 months, subject to a monthly lease payment equal to the original Periodic Payment;

Additional Provisions/Modifications: Addendum 3, Addendum 4

Should the Lessee fail to notify the Lessor of its intentions within ninety (90) days of the end of the initial term or any renewal thereof as above provided for, it is understood and agreed that the Lease shall be extended for the Equipment contemplated herein in accordance with Option (ii) above.

SHOULD THE LESSEE EXERCISE ITS PURCHASE OPTION, THE EQUIPMENT SHALL BE SOLD "AS IS", AT THE TIME AND PLACE THE OPTION IS EXERCISED.

Overdue Interest rate: 18% per annum, or 1.5% per month.

PRE-AUTHORIZED PAYMENT PLAN:

The Lessor is hereby authorized to debit periodically, following a pre-authorized payment plan, directly from the Lessee's bank account hereby specified by Lessee, all Rents and other sums owed under this Equipment Schedule.

CHECK ONE AND ONLY ONE:

☐

Please debit the bank account described on the attached specimen cheque;

☐

Please use the banking information previously provided to Lessor

By execution hereof the undersigned hereby confirm that this Equipment Schedule, marked "Original", together with:

- A reprographic copy of the Master Lease Agreement incorporated herein by reference; and
- All duly executed Attachments, Addendums and Amendments.

will constitute an original, separate enforceable Agreement of lease independent of any other Schedule. Should any of the provisions hereof conflict with the provisions of the Master Lease Agreement, the terms of this Schedule shall be operative and controlling. This Schedule shall not be deemed accepted by or binding on Lessor until executed by an authorized officer of Lessor and, if Lessee has not signed.

Signed in Fort McMurray, Alberta on this Wednesday, November 15, 2006.

Lessor: Corporation Alter Moneta / Alter Moneta Corporation

Lessee: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

Name:
Title:

Name: Alphonse N. Hutchings
Title: President

Name: Alphonse N. Hutchings
Title: Individual



ADDENDUM 003 OF EQUIPMENT SCHEDULE NO. 001
(the "Lease")

TO MASTER LEASE NO. CCB5314A

Lessor: Corporation Alter Moneta / Alter Moneta Corporation
Lessee: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

END OF TERM OPTIONS ADDENDUM

This Addendum is attached to and forms a part of the Equipment Schedule referenced hereabove.

Provided that the Lease has not been terminated earlier and the Lessee is not in default under the Lease, the Lessee shall, by 90 days prior written notice delivered to Lessor, elect for one of the following options:

- (i) Purchase the Equipment on November 15, 2011 ("Option Date") for a purchase price of \$148,429.80 plus applicable taxes (the "Purchase Option Price"), which is the estimated fair market value of the Equipment as at such date, plus all other amounts due or owing under the Equipment Schedule and all license, registration fees or other assessments or charges arising out of the purchase price. After such notice and payment, provided no Default exists, Lessee shall acquire Lessor's interest in the Equipment on the Option Date on an "AS IS", "WHERE IS" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that the Lessee acquires such interest from Lessor free of Encumbrances created by Lessor, or;
- (ii) Find and allow a third party who has agreed with Lessor to purchase the Equipment on the Option Date for the Purchase Option Price. After such notice and payment, provided no Default exists, the third party shall acquire Lessor's interest in the Equipment on the Option Date on an "AS IS", "WHERE IS" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that the third party acquires such interest from Lessor free of Encumbrances created by Lessor, or;
- (iii) Rent the Equipment for a further period commencing on the Option Date subject to credit approval by Lessor and for a revised term and Periodic Rent to be established by Lessor acting reasonably.

Should the Lessee fail to notify the Lessor of its intentions within ninety (90) days before the end of the initial term or any renewal thereof, it is understood that the Lease shall be extended for the Equipment contemplated herein in accordance with Option (iii) above. During this period, the Lessee shall have the option to purchase all of the Equipment at the Purchase Option Price, upon prior written notice of ninety (90) days to the Lessor.

With the execution of this Addendum, the parties confirm that the present Addendum to Equipment Schedule No. CCB5314A-001, with the mention «Original», together with a copy of the Master Lease Agreement attached hereto for reference, constitute an original agreement, distinct and separate, which is enforceable independently of any Equipment Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum in Fort McMurray, Alberta on this 15th day of November, 2006.

Lessor: Corporation Alter Moneta / Alter Moneta Corporation

Lessee: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

Name:
Title:

Name: Alphonse N. Hutchings
Title: President

Name: Alphonse N. Hutchings
Title: Individual



CONTRACT NUMBER CCB5314A-001 (the "AGREEMENT")

Corporation Alter Moneta / Alter Moneta Corporation ("Alter Moneta")
Cow Harbour Construction Ltd. and Alphonse N. Hutchings (the "Company")

ATTACHMENT A

To Agreement CCB5314A-001 dated November 15, 2006

<u>Serial Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
	One (1) 2007 Hitachi EX1200-5 FF018FQ003050 06H14419 Hydraulic Excavator VIN# FF018FQ003050 Engin # CN45C00315247 Hitachi EX1200-80 AT198817 06H14420 CF Woods EX120080" Bucket C/W 1000MM double grouser shoes with long track frames, F.O.P.S Cab, 9.1M reinforced boom, 4.5M arm	1	\$1,484,297.99	\$1,484,297.99
			Total:	\$1,484,297.99

Alter Moneta: Corporation Alter Moneta / Alter Moneta Corporation

Company: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

Name: _____
Title: _____

Name: Alphonse N. Hutchings
Title: President

Name: Alphonse N. Hutchings
Title: Individual



ADDENDUM 004 OF CONTRACT NUMBER CCB5314A-001
(the "Agreement")

Corporation Alter Moneta/Alter Moneta Corporation ("Alter Moneta")
Cow Harbour Construction Ltd. and Alphonse N. Hutchings (the "Company")

PAYMENT SCHEDULE ADDENDUM

This Payment Schedule Addendum is attached to and forms a part of the Agreement by and between the Company and Alter Moneta.

Number	Amount	From (MM/DD/YYYY)
1	\$148,429.80	11/15/2006
59	\$26,777.34	12/15/2006

IN WITNESS WHEREOF, the parties hereto have executed this Addendum in Fort McMurray, Alberta on this Wednesday, November 15, 2006.

Alter
Moneta: Corporation Alter Moneta /
Alter Moneta Corporation

Company: Cow Harbour Construction Ltd. and Alphonse N. Hutchings

Name:
Title:

Name:
Title:

Alphonse N. Hutchings
President

Name:
Title:

Alphonse N. Hutchings
Individual



CONTRACT NUMBER CCB5314A-001

To: Corporation Alter Moneta / Alter Moneta Corporation
From: Cow Harbour Construction Ltd. and Alphonse Hutchings

**DIRECTION TO PAY
AND ACCEPTANCE CERTIFICATE**

Cow Harbour Construction Ltd. and Alphonse Hutchings (the "Company"), hereby confirms to Corporation Alter Moneta/Alter Moneta Corporation ("Alter Moneta"), that the Equipment described on this Certificate related to Contract Number CCB5314A-001 dated November 15, 2006, was delivered to the undersigned and installed on ____ day of _____, 20____, and that the Equipment is satisfactory in all respects. The undersigned has no defenses, offsets or counterclaims against Alter Moneta (any of which are hereby waived and released by the Company); Further the Company hereby authorizes Alter Moneta to pay the amount due to the vendor for the said Equipment as described below.

The undersigned hereby authorizes and directs Alter Moneta to pay the amount of \$1,302,130.00 (plus taxes, if applicable) as follows:

Wajax GP Holdco Inc. o/a Wajax Industries

\$1,302,130.00 USD

Description of the Equipment and delivery dates:

<u>Serial Number</u>	<u>Description</u>	<u>Qty</u>	<u>Delivery Date</u>
	One (1) 2007 Hitachi EX1200-5 FF018FQ003050 06H14419 Hydraulic Excavator VIN# FF018FQ003050 Engin # CN45C00315247 Hitachi EX1200-80 AT198817 06H14420 CF Woods EX120080" Bucket C/W 1000MM double grouser shoes with long track frames, F.O.P.S Cub, 9.1M reinforced boom, 4.5M arm	1	

Company: Cow Harbour Construction Ltd. and Alphonse Hutchings

Name: Alphonse N. Hutchings
Title: President

Name: Alphonse N. Hutchings
Title: Individual

APPENDIX "G"

**LEASES #133 AND #134 WITH
BODKIN LEASING CORPORATION**

Patron West

VEHICLE LEASE AGREEMENT

LESSEE(S) NAME Cow Harbour Construction Ltd				CUSTOMER NUMBER		LEASE NUMBER	
CO-LESSEE(S) NAME				VEHICLE DESCRIPTION 2009 Ford F250 Truck			
BILLING ADDRESS 316 Mackay Cres				OPTIONAL EQUIPMENT			
CITY Fort McMurray		PROVINCE AB	POSTAL CODE T9H 4E4	TELEPHONE NUMBER (780) 791-5477			
VEHICLE LOCATION (IF DIFFERENT THAN ABOVE)				VIN 1FTSW21R09EA30311			
TERM IN MONTHS 48	DOWNPAYMENT \$0.00	ORDER DEPOSIT \$0.00	SECURITY DEPOSIT \$0.00	NET TRADE-IN VALUE 0.00	MONTHLY PAYMENT See Pmt Schedule (plus applicable taxes)	RESIDUAL VALUE \$4,639.80 (plus applicable taxes)	

1. Defined Terms. Capitalized words not defined below refer to terms appearing above. The terms "you" and "yours" in this Lease means each of the Lessee and Co-Lessee, if any, jointly and severally. The terms "we", "us", "our" and "ours" means Bodkin Leasing Corporation. The term "Lease" means the whole of this Commercial Vehicle Lease Agreement.

2. Delivery, Payments and Charges. You have requested that we acquire the Vehicle for the purpose of leasing it to you on the terms set out in this Lease. You may not cancel this Lease for any reason. The Vehicle shall be delivered by us to you at the place mutually agreed upon. All costs incurred in connection with delivery of the Vehicle shall be paid by you to us immediately upon delivery. Upon delivery of the Vehicle to you, you shall execute and deliver to us a Delivery Receipt identifying the Vehicle, the date of delivery of the Vehicle and your acceptance of the Vehicle. By such acceptance, you agree that the Vehicle is in good working order, repair, condition and appearance, and in all respects satisfactory to you. You shall pay a pro-rated lease payment from the date of delivery to the end of the month in which delivery occurs. We will advise you of the amount and the date of that payment. The Term shall commence on the 1st day of the month following the date of delivery of the Vehicle. You agree to lease the Vehicle from us during the Term for the number of payments and in the amounts set out above (collectively, the "Payments" and each a "Payment"). The Payments shall be payable monthly in advance on the first day of each month of the Term of the Lease or any renewal thereof. When a Payment or other amount owing under this Lease is not paid when due, you also agree to pay us a late fee of \$10.00 for each month or partial month during which such amount is unpaid, plus interest at the rate of 24% per annum, calculated and compounded monthly, and payable on demand. You also agree to pay us a returned payment charge of \$50.00 payable on demand for each dishonoured payment. Upon the execution of this Lease, you agree to pay us the Order Deposit set out above. The Order Deposit shall be used to pay our delivery and order costs which include, but are not limited to, the following: (a) the Security Deposit; (b) the Downpayment; (c) the first full Payment; (d) a pro-rated Vehicle including, but not limited to, the following; (i) a documentation fee; (ii) delivery charges; (iii) license fees; (iv) title and other environmental taxes; (v) after market costs; and (vi) any other administrative fees. Your Order Deposit will not earn interest. If you do not accept delivery of the Vehicle, we may cancel this order, terminate this Lease and the Order Deposit may be retained by us as liquidated damages, and not as a penalty. You agree to pay us for any difference in our actual delivery costs and the Order Deposit set out above. Any Security Deposit is non-interest bearing and may be applied to cure any default under this Lease by you or to pay any amount owed by you to us. We will return any remaining Security Deposit when the Lease is terminated and your obligations to us are satisfied. You authorize us to charge/debit any and all amounts owed by you to us, including any outstanding balance of the Order Deposit, from your bank account or credit card described in section 7 below.

3. Vehicle As Is. You selected the Vehicle. We purchased the Vehicle from the vendor in accordance with your instructions. You are leasing the Vehicle "as is". We are not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. You agree that we have made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to you with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use, quality or fitness for any particular purpose. To the extent that they are assignable, we assign to you without recourse to us all warranties relating to the Vehicle.

4. Limitation of Our Liability. You agree that we shall not be liable or accountable to you for any loss, damage, deductible, claim, demand, liability, cost or expense of any nature or kind sustained by you, directly or indirectly resulting from any inadequacy for any purpose, any defect or mechanical failure of the Vehicle or from loss or interruption of your use of the Vehicle, or any loss of business, profits, consequential loss or any other damage of any nature. We shall not be required to carry out any of the terms of this Lease if prevented from doing so by acts of God, force majeure or any other circumstances beyond our control and we shall not be liable for any loss or damage sustained by you and resulting therefrom.

5. Your Indemnity. You agree that you shall at all times and under all circumstances indemnify and save us harmless from and against all fines and penalties, all liabilities, claims, losses, costs, damages, suits, expenses, including legal fees and disbursements, costs of vehicle replacement or repair, which we may incur or that result from, are caused or contributed by, related to or arising out of your possession, operation, or use of the Vehicle without set-off, reduction or abatement, and such liability shall not be affected by any termination of this Lease. In addition you agree to indemnify us and pay us on demand the amount of any and all losses incurred by us should: (a) the net proceeds of sale, as determined by us in our sole and absolute discretion, of the trade-in vehicle be less than the Net Trade-In Value; or (b) the net proceeds of sale, as determined by us in our sole and absolute discretion, of the Vehicle at the end of the Term be less than the Residual Value.

6. Insurance. You agree, at your own expense, to obtain prior to delivery of the Vehicle to you, and maintain during the Term and any renewal hereof, a standard automobile insurance policy satisfactory to us in every respect, insuring us and you, to the limits prescribed from time to time. Evidence of renewal of the expiring policy must be delivered to the Lessor at least thirty (30) days prior to the expiration date. Such policy shall have the following minimum coverage: (a) third party liability with a combined single occurrence limit of at least \$2,000,000 for motor vehicles unless a higher amount is required by us, our insurers or by law (b) comprehensive fire and theft for at least the full replacement cost of the Vehicle with a maximum deductible of \$1,000 (c) collision for at least the full replacement cost of the Vehicle with a maximum deductible of \$1,000. Such coverage must name Bodkin Leasing Corporation as "Lessor". If the Vehicle should be damaged but be capable of being repaired and the applicable insurance proceeds are insufficient to pay the cost of repairing the Vehicle, we shall either replace or repair the Vehicle at your expense. Where, in the opinion of the insurer, the Vehicle is damaged beyond repair you agree to continue to pay the Payments for the Term until a complete and full settlement, as determined by us in our sole and absolute discretion, is received by us from the insurer or you. You agree that we shall not be required to supply a replacement vehicle while the Vehicle is being repaired or provide you with a replacement vehicle if the Vehicle is damaged beyond repair. You agree to immediately notify us and your insurance company if the Vehicle is damaged or if there is an accident involving the Vehicle. You agree to provide us and the insurance company with full particulars of such damage or accident.

7. Pre-authorized Payment Plan. You authorize us to draw payments periodically under our Pre-Authorized Payment Plan and charge them against your bank account (a sample cheque is provided) whether it continues to be maintained at the same branch or is transferred to another branch, to cover the Lease Payments and other amounts due under this Lease Contract.

LEGAL NAME OF LESSEE(S): Cow Harbour Construction Ltd	INITIAL: X GEN	LEGAL NAME OF CO-LESSEE(S):	INITIAL:
--	-------------------	-----------------------------	----------

8. Title, Registration and Use. We are the owner of the Vehicle. Title to the Vehicle is and shall at all times remain with us. You shall have no right, title or interest in the Vehicle except as contained in this Lease. The Vehicle shall be registered in our name under the provincial laws pertaining to motor vehicles in the province in which the vehicle is to be regularly used. The license plates for the Vehicle are registered in your name and are owned by you. Renewal and payment of such license plates is your responsibility during the Term. You represent to us that the Vehicle will be used for business purposes and for any and all proper and lawful purposes. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Vehicle or any rights under this Lease, whether directly or indirectly, without our prior written consent.

9. Default. You are in default under this Lease if: (a) you fail to pay any of the Payments or any other amount due under this Lease when due; (b) you fail to comply with any other provision of this Lease; (c) you default under any other lease or other contract between you and us or under the terms of any other indebtedness; (d) any representation or warranty which you make to us is or becomes untrue; (e) the Vehicle is lost, stolen, damaged or destroyed and such loss, etc. is not fully covered by insurance; (f) you make any assignment for the benefit of your creditors, become insolvent, commit an act of bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (h) we in good faith believe that the prospect of payment to us under this Lease is impaired.

10. Remedies. If you are in default under this Lease, all Payments and other amounts due to the end of the Term shall immediately and without notice become due and payable. You will immediately return the Vehicle to us in good working order at your cost in a manner and to a location we designate. We may, without notice and without resort to legal process, take immediate possession of the Vehicle. We may enter the premises where the Vehicle is located without incurring any liability to you. We are entitled to sell, lease or otherwise dispose of the Vehicle on such terms as we deem fit. We are entitled to any other remedies available, whether at law or in equity or by statute or otherwise. Our remedies shall be cumulative and not alternative. You shall pay us all costs of collection or re-possession of the Vehicle and of enforcement of all our rights including without limitation legal fees and disbursements on a full indemnity basis.

11. Maintenance of Vehicle. You agree to service and repair the Vehicle and maintain the Vehicle in a safe operating condition satisfactory to us, except for normal wear and tear. You agree to use, operate, maintain, repair, service and lubricate the Vehicle as set out in the owner's manual in accordance with the manufacturer's recommendations and suggested maintenance schedule and as required in any recall campaign, and will do whatever else is required to keep in force all warranties and service programs in effect. You agree that only certified mechanics will repair the Vehicle. You agree to be solely responsible for all maintenance and operating costs, expenses, charges, fees, taxes, penalties and licenses incurred in connection with or in any way referable to the delivery, use and operation of the Vehicle during the Term and any renewal thereof. If you do not pay any maintenance or operating costs, expenses, fees, taxes, penalties, licenses or any other charges as required by this Lease, we may do so and you shall forthwith upon demand reimburse us. We maintain the right to inspect the Vehicle at any reasonable time with due notice. We shall not be required to supply a replacement vehicle to you while the Vehicle is being repaired. Any and all repairs, replacements or substitutions of parts or equipment on the Vehicle shall be at your expense, and shall be deemed accessions to the Vehicle and title thereto shall vest and remain with us.

12. Option to Purchase, Termination and Automatic Renewal. Upon the expiration of the Term, you will have the following options: (a) you or your designated representative may purchase the Vehicle by paying us the aggregate of the following (collectively, the "Vehicle Purchase Price") all of our reasonable expenses of reconditioning and selling the Vehicle, our carrying charges, if any, including a selling fee of \$150.00 plus the Residual Value of the Vehicle; or (b) you may deliver the Vehicle to us at your expense, in good working order and repair. If you return the Vehicle to us, we shall sell the Vehicle and apply the net proceeds, as determined by us in our sole and absolute discretion, to your obligation to us for the Residual Value of the Vehicle. If the Residual Value exceeds such net proceeds, you shall pay as such difference without abatement, set-off or counterclaim. If you do not purchase or return the Vehicle, then the Lease will be automatically renewed and continued for an additional twelve (12) month period (hereinafter referred to as the "Overhold Period"), unless the lease Term is otherwise extended as mutually agreed upon by us and you. All other terms and conditions of the Lease, including but not limited to continuation of pre-authorized payment withdrawals, shall remain in effect during any such Overhold Period.

13. Transfer, etc. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Vehicle or any rights under this Lease, whether directly or by change of ownership of your shares or otherwise, without our prior written consent. If we consent, we may charge an assignment fee of two percent (2%) of the original cost of the Vehicle. You agree that we may sell, assign or transfer this Lease and the Vehicle; the new owner will have the same rights and benefits we now have under this Lease and will not have to perform any of our obligations; the rights of the new owner will not be subject to any claims, defences or setoffs that you may have against us or any other person.

14. Additional Collateral Security. As general and continuing collateral security for the payment and performance of all of your present and future debts, obligations and liabilities to us, from time to time, you hereby grant a continuing security interest in, and charge and hypothecate all of your right, title and interest in and to all present and future equipment, vehicles and other assets with regard to which we have provided or may provide any value (including without restriction, for acquisition, lease, use, operation or otherwise) together with all proceeds thereof of whatever nature and kind howsoever arising.

15. Miscellaneous. The parties agree that this document be written in the English language. Les parties aux présentes conviennent que ce document soit rédigé en anglais. In the event that any provisions of this Lease shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Lease. You agree to execute such further documents as we may require, to give effect to this Lease. This Lease constitutes the entire agreement between us. For greater certainty, no terms in any purchase order will amend this Lease. Any amendment of this Lease or any waiver must be in writing. Any notice shall be in writing and shall be deemed to be received when actually received or two days after being mailed to the mailing addresses set out above. You agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

16. Personal Information. I/We consent to the collection, updating, use and disclosure of personal information for the purposes of credit adjudication by the Lessor and its funders, for the purposes set out in the lease contract and to enable the Lessor and its assignees to provide leasing services.

17. Lease Referral Source. The parties acknowledge that the name displayed at the top of the first page of the Lease and other documents is that of the Lease Referral Source and that the Lease Referral Source is not the Lessor. The Lessee acknowledges that the Lease Referral Source has assumed no obligations with respect to this Lease and is not liable with respect thereto.

Cow Harbour Construction Ltd

Lessee(s) Name

X George Murphy
Lessee Authorized Signature

Date

Co-Lessee(s) Name

Co-Lessee Authorized Signature

Date

Accepted by Bodkin Leasing Corporation (Lessor)

2150 Dunwin Drive, Unit #1, Mississauga, ON L5L 5M8 Tel: 905-820-4550

Authorized Signature and Title

Date

Patron West

Reference Number: 128165

VEHICLE DELIVERY RECEIPT

Unit Number:	
Lessee Name:	Cow Harbour Construction Ltd
Co-Lessee Name:	
Driver's Name:	George Murphy
Driver's License Number:	
Province of Operation:	AB

VEHICLE INFORMATION:

The undersigned hereby being an authorized representative of the Lessee named above, hereby accepts unconditionally the delivery of the following vehicle as described in the Vehicle Lease Agreement signed by Bodkin Leasing Corporation as Lessor and by the Lessee and, if applicable, the Co-Lessee named above.

Vehicle Description:	2009 Ford F250 Truck				
Serial Number:	1FTSW21R09EA30311				
License Number:					
Key Codes / Ignition:		Door/Trunk:		Radio:	
Exterior Colour:		Interior Colour:			

TERMS AND CONDITIONS:

It is understood and agreed by the undersigned that in accordance with the terms of the said Vehicle Lease Agreement this Delivery Receipt will become a part of the Vehicle Lease Agreement as fully and completely and to the same extent as if it had been incorporated therein. In addition, the undersigned acknowledges that the vehicle described above is in a condition acceptable to the Lessee and holds the Lessor free from any obligation in this regard.

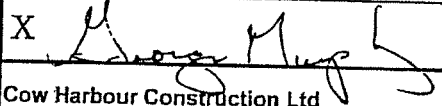
LEASE REFERRAL SOURCE:

The parties acknowledge that the name displayed at the top of the first page of the Lease and other documents is that of the Lease Referral Source and that the Lease Referral Source is not the Lessor. The Lessee acknowledges that the Lease Referral Source has assumed no obligations with respect to this Lease and is not liable with respect thereto.

Lessor to complete:

Date Delivered:	
Delivery Location:	
Odometer Reading:	10
Delivered By:	

Lessee / Co-Lessee(s) to complete:

Lessee Signature:	X 
Lessee Name:	Cow Harbour Construction Ltd
Co-Lessee(s) Signature(s):	
Co-Lessee Name:	

Date: _____

DATE (MM/DD/YYYY)

Patron West

Payment Schedule

This Payment Schedule is attached and forms an integral part of Lease Agreement #

Customer # _____ dated _____ between the undersigned Lessee(s) and Lessor.

1 Payment(s) of \$4,639.80
47 Payment(s) of \$1,048.01

All payments are subject to applicable taxes

BODKIN LEASING CORPORATION

Lessor

Per: _____

Title: _____

Date: _____

Cow Harbour Construction Ltd

Lessee(s)

Per: X. George Hughes

Date: _____

Co-Lessee(s)

Per: _____

Date: _____

F250, 0311 - 26172

Compound Period : Monthly

26172

Nominal Annual Rate : 12.009 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	02/01/2009	46,398.00	1		
2 Lease Payment	02/18/2009	4,639.80	1		
3 Lease Payment	03/18/2009	1,048.01	47	Monthly	01/18/2013
4 Residual	02/18/2013	4,639.80	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	02/01/2009					46,398.00
1	02/18/2009	4,639.80		259.51	4,380.29	42,017.71
2	03/18/2009	1,048.01		420.48	627.53	41,390.18
3	04/18/2009	1,048.01		414.20	633.81	40,756.37
4	05/18/2009	1,048.01		407.86	640.15	40,116.22
5	06/18/2009	1,048.01		401.45	646.56	39,469.66
6	07/18/2009	1,048.01		394.98	653.03	38,816.63
7	08/18/2009	1,048.01		388.45	659.56	38,157.07
8	09/18/2009	1,048.01		381.85	666.16	37,490.91
9	10/18/2009	1,048.01		375.18	672.83	36,818.08
10	11/18/2009	1,048.01		368.45	679.56	36,138.52
11	12/18/2009	1,048.01		361.65	686.36	35,452.16
2009 Totals		15,119.90	0.00	4,174.06	10,945.84	
12	01/18/2010	1,048.01		354.78	693.23	34,758.93
13	02/18/2010	1,048.01		347.84	700.17	34,058.76
14	03/18/2010	1,048.01		340.83	707.18	33,351.58
15	04/18/2010	1,048.01		333.76	714.25	32,637.33
16	05/18/2010	1,048.01		326.61	721.40	31,915.93
17	06/18/2010	1,048.01		319.39	728.62	31,187.31
18	07/18/2010	1,048.01		312.10	735.91	30,451.40
19	08/18/2010	1,048.01		304.73	743.28	29,708.12
20	09/18/2010	1,048.01		297.30	750.71	28,957.41
21	10/18/2010	1,048.01		289.78	758.23	28,199.18
22	11/18/2010	1,048.01		282.20	765.81	27,433.37
23	12/18/2010	1,048.01		274.53	773.48	26,659.89
2010 Totals		12,576.12	0.00	3,783.85	8,792.27	
24	01/18/2011	1,048.01		266.79	781.22	25,878.67
25	02/18/2011	1,048.01		258.97	789.04	25,089.63
26	03/18/2011	1,048.01		251.08	796.93	24,292.70
27	04/18/2011	1,048.01		243.10	804.91	23,487.79
28	05/18/2011	1,048.01		235.05	812.96	22,674.83
29	06/18/2011	1,048.01		226.91	821.10	21,853.73

F250, 0311 - 26172

	Date	Lease Payment	Residual	Interest	Principal	Balance
30	07/18/2011	1,048.01		218.70	829.31	21,024.42
31	08/18/2011	1,048.01		210.40	837.61	20,186.81
32	09/18/2011	1,048.01		202.01	846.00	19,340.81
33	10/18/2011	1,048.01		193.55	854.46	18,486.35
34	11/18/2011	1,048.01		185.00	863.01	17,623.34
35	12/18/2011	1,048.01		176.36	871.65	16,751.69
2011 Totals		12,576.12	0.00	2,667.92	9,908.20	
36	01/18/2012	1,048.01		167.64	880.37	15,871.32
37	02/18/2012	1,048.01		158.83	889.18	14,982.14
38	03/18/2012	1,048.01		149.93	898.08	14,084.06
39	04/18/2012	1,048.01		140.94	907.07	13,176.99
40	05/18/2012	1,048.01		131.87	916.14	12,260.85
41	06/18/2012	1,048.01		122.70	925.31	11,335.54
42	07/18/2012	1,048.01		113.44	934.57	10,400.97
43	08/18/2012	1,048.01		104.09	943.92	9,457.05
44	09/18/2012	1,048.01		94.64	953.37	8,503.68
45	10/18/2012	1,048.01		85.10	962.91	7,540.77
46	11/18/2012	1,048.01		75.46	972.55	6,568.22
47	12/18/2012	1,048.01		65.73	982.28	5,585.94
2012 Totals		12,576.12	0.00	1,410.37	11,165.75	
48	01/18/2013	1,048.01		55.90	992.11	4,593.83
Residual 02/18/2013			4,639.80	45.97	4,593.83	0.00
2013 Totals		1,048.01	4,639.80	101.87	5,585.94	
Grand Totals		53,896.27	4,639.80	12,138.07	46,398.00	

Patron West

VEHICLE LEASE AGREEMENT

LESSEE(S) NAME Cow Harbour Construction Ltd				CUSTOMER NUMBER		LEASE NUMBER	
CO-LESSEE(S) NAME				VEHICLE DESCRIPTION 2009 Ford F250 Truck			
BILLING ADDRESS 316 Mackay Cres				OPTIONAL EQUIPMENT			
CITY Fort McMurray		PROVINCE AB	POSTAL CODE T9H 4E4	TELEPHONE NUMBER (780) 791-5477			
VEHICLE LOCATION (IF DIFFERENT THAN ABOVE)				VIN 1FTSW21R29EA30312			
TERM IN MONTHS 48	DOWNPAYMENT \$0.00	ORDER DEPOSIT \$0.00	SECURITY DEPOSIT \$0.00	NET TRADE-IN VALUE 0.00	MONTHLY PAYMENT See Pmt Schedule (plus applicable taxes)	RESIDUAL VALUE \$4,639.80 (plus applicable taxes)	

1. Defined Terms. Capitalized words not defined below refer to terms appearing above. The terms "you" and "yours" in this Lease means each of the Lessee and Co-Lessee, if any, jointly and severally. The terms "we", "us", "our" and "ours" means Bodkin Leasing Corporation. The term "Lease" means the whole of this Commercial Vehicle Lease Agreement.

2. Delivery, Payments and Charges. You have requested that we acquire the Vehicle for the purpose of leasing it to you on the terms set out in this Lease. You may not cancel this Lease for any reason. The Vehicle shall be delivered by us to you at the place mutually agreed upon. All costs incurred in connection with delivery of the Vehicle shall be paid by you to us immediately upon delivery. Upon delivery of the Vehicle to you, you shall execute and deliver to us a Delivery Receipt identifying the Vehicle, the date of delivery of the Vehicle and your acceptance of the Vehicle. By such acceptance, you agree that the Vehicle is in good working order, repair, condition and appearance, and in all respects satisfactory to you. You shall pay a pro-rated lease payment from the date of delivery to the end of the month in which delivery occurs. We will advise you of the amount and the date of that payment. The Term shall commence on the 1st day of the month following the date of delivery of the Vehicle. You agree to lease the Vehicle from us during the Term for the number of payments and in the amounts set out above (collectively, the "Payments" and each a "Payment"). The Payments shall be payable monthly in advance on the first day of each month of the Term of the Lease or any renewal thereof. When a Payment or other amount owing under this Lease is not paid when due, you also agree to pay us a late fee of \$10.00 for each month or partial month during which such amount is unpaid, plus interest at the rate of 24% per annum, calculated and compounded monthly, and payable on demand. You also agree to pay us a returned payment charge of \$50.00 payable on demand for each dishonoured payment. Upon the execution of this Lease, you agree to pay us the Order Deposit set out above. The Order Deposit shall be used to pay our delivery and order costs which include, but are not limited to, the following: (a) the Security Deposit; (b) the Downpayment; (c) the first full Payment; (d) a pro-rated Payment from the date of delivery of the Vehicle to the end of the month on which delivery occurs; and (e) all of our costs associated with the ordering of the Vehicle including, but not limited to, the following: (i) a documentation fee; (ii) delivery charges; (iii) license fees; (iv) tire and other environmental taxes; (v) after market costs; and (vi) any other administrative fees. Your Order Deposit will not earn interest. If you do not accept delivery of the Vehicle, we may cancel this order, terminate this Lease and the Order Deposit may be retained by us as liquidated damages, and not as a penalty. You agree to pay us for any difference in our actual delivery costs and the Order Deposit set out above. Any Security Deposit is non-interest bearing and may be applied to cure any default under this Lease by you or to pay any amount owed by you to us. We will return any remaining Security Deposit when the Lease is terminated and your obligations to us are satisfied. You authorize us to charge/debit any and all amounts owed by you to us, including any outstanding balance of the Order Deposit, from your bank account or credit card described in section 7 below.

3. Vehicle As Is. You selected the Vehicle. We purchased the Vehicle from the vendor in accordance with your instructions. You are leasing the Vehicle "as is". We are not responsible for Vehicle failure or the vendor's acts, or for any service, repairs or installation. You agree that we have made no representations, warranties or conditions (express, implied, statutory or otherwise) whatsoever to you with respect to the Vehicle including, without limitation, as to its condition, merchantability, capabilities, operation, use, quality or fitness for any particular purpose. To the extent that they are assignable, we assign to you without recourse to us all warranties relating to the Vehicle.

4. Limitation of Our Liability. You agree that we shall not be liable or accountable to you for any loss, damage, deductible, claim, demand, liability, cost or expense of any nature or kind sustained by you, directly or indirectly resulting from any inadequacy for any purpose, any defect or mechanical failure of the Vehicle or from loss or interruption of your use of the Vehicle, or any loss of business, profits, consequential loss or any other damage of any nature. We shall not be required to carry out any of the terms of this Lease if prevented from doing so by acts of God, force majeure or any other circumstances beyond our control and we shall not be liable for any loss or damage sustained by you and resulting therefrom.

5. Your Indemnity. You agree that you shall at all times and under all circumstances indemnify and save us harmless from and against all fines and penalties, all liabilities, claims, losses, costs, damages, suits, expenses, including legal fees and disbursements, costs of vehicle replacement or repair, which we may incur or that result from, are caused or contributed by, related to or arising out of your possession, operation, or use of the Vehicle without set-off, reduction or abatement, and such liability shall not be affected by any termination of this Lease. In addition you agree to indemnify us and pay us on demand the amount of any and all losses incurred by us should: (a) the net proceeds of sale, as determined by us in our sole and absolute discretion, of the trade-in vehicle be less than the Net Trade-In Value; or (b) the net proceeds of sale, as determined by us in our sole and absolute discretion, of the Vehicle at the end of the Term be less than the Residual Value.

6. Insurance. You agree, at your own expense, to obtain prior to delivery of the Vehicle to you, and maintain during the Term and any renewal hereof, a standard automobile insurance policy satisfactory to us in every respect, insuring us and you, to the limits prescribed from time to time. Evidence of renewal of the expiring policy must be delivered to the Lessor at least thirty (30) days prior to the expiration date. Such policy shall have the following minimum coverage: (a) third party liability with a combined single occurrence limit of at least \$2,000,000 for motor vehicles unless a higher amount is required by us, our insurers or by law (b) comprehensive fire and theft for at least the full replacement cost of the Vehicle with a maximum deductible of \$1,000 (c) collision for at least the full replacement cost of the Vehicle with a maximum deductible of \$1,000. Such coverage must name Bodkin Leasing Corporation as "Lessor". If the Vehicle should be damaged but be capable of being repaired and the applicable insurance proceeds are insufficient to pay the cost of repairing the Vehicle, we shall either replace or repair the Vehicle at your expense. Where, in the opinion of the insurer, the Vehicle is damaged beyond repair you agree to continue to pay the Payments for the Term until a complete and full settlement, as determined by us in our sole and absolute discretion, is received by us from the insurer or you. You agree that we shall not be required to supply a replacement vehicle while the Vehicle is being repaired or provide you with a replacement vehicle if the Vehicle is damaged beyond repair. You agree to immediately notify us and your insurance company if the Vehicle is damaged or if there is an accident involving the Vehicle. You agree to provide us and the insurance company with full particulars of such damage or accident.

7. Pre-authorized Payment Plan. You authorize us to draw payments periodically under our Pre-Authorized Payment Plan and charge them against your bank account (a sample cheque is provided) whether it continues to be maintained at the same branch or is transferred to another branch, to cover the Lease Payments and other amounts due under this Lease Contract.

LEGAL NAME OF LESSEE(S): Cow Harbour Construction Ltd	INITIAL: x GEM	LEGAL NAME OF CO-LESSEE(S):	INITIAL:
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8. Title, Registration and Use. We are the owner of the Vehicle. Title to the Vehicle is and shall at all times remain with us. You shall have no right, title or interest in the Vehicle except as contained in this Lease. The Vehicle shall be registered in our name under the provincial laws pertaining to motor vehicles in the province in which the vehicle is to be regularly used. The license plates for the Vehicle are registered in your name and are owned by you. Renewal and payment of such license plates is your responsibility during the Term. You represent to us that the Vehicle will be used for business purposes and for any and all proper and lawful purposes. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Vehicle or any rights under this Lease, whether directly or indirectly, without our prior written consent.
9. Default. You are in default under this Lease if: (a) you fail to pay any of the Payments or any other amount due under this Lease when due; (b) you fail to comply with any other provision of this Lease; (c) you default under any other lease or other contract between you and us or under the terms of any other indebtedness; (d) any representation or warranty which you make to us is or becomes untrue; (e) the Vehicle is lost, stolen, damaged or destroyed and such loss, etc. is not fully covered by insurance; (f) you make any assignment for the benefit of your creditors, become insolvent, commit an act of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or composition with your creditors; (g) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (h) we in good faith believe that the prospect of payment to us under this Lease is impaired.
10. Remedies. If you are in default under this Lease, all Payments and other amounts due to the end of the Term shall immediately and without notice become due and payable. You will immediately return the Vehicle to us in good working order at your cost in a manner and to a location we designate. We may, without notice and without resort to legal process, take immediate possession of the Vehicle. We may enter the premises where the Vehicle is located without incurring any liability to you. We are entitled to sell, lease or otherwise dispose of the Vehicle on such terms as we deem fit. We are entitled to any other remedies available, whether at law or in equity or by statute or otherwise. Our remedies shall be cumulative and not alternative. You shall pay us all costs of collection or re-possession of the Vehicle and of enforcement of all our rights including without limitation legal fees and disbursements on a full indemnity basis.
11. Maintenance of Vehicle. You agree to service and repair the Vehicle and maintain the Vehicle in a safe operating condition satisfactory to us, except for normal wear and tear. You agree to use, operate, maintain, repair, service and lubricate the Vehicle as set out in the owner's manual in accordance with the manufacturer's recommendations and suggested maintenance schedule and as required in any recall campaign, and will do whatever else is required to keep in force all warranties and service programs in effect. You agree that only certified mechanics will repair the Vehicle. You agree to be solely responsible for all maintenance and operating costs, expenses, charges, fees, taxes, penalties and licenses incurred in connection with or in any way referable to the delivery, use and operation of the Vehicle during the Term and any renewal thereof. If you do not pay any maintenance or operating costs, expenses, fees, taxes, penalties, licenses or any other charges as required by this Lease, we may do so and you shall forthwith upon demand reimburse us. We maintain the right to inspect the Vehicle at any reasonable time with due notice. We shall not be required to supply a replacement vehicle to you while the Vehicle is being repaired. Any and all repairs, replacements or substitutions of parts or equipment on the Vehicle shall be at your expense, and shall be deemed accessions to the Vehicle and title thereto shall vest and remain with us.
12. Option to Purchase, Termination and Automatic Renewal. Upon the expiration of the Term, you will have the following options: (a) you or your designated representative may purchase the Vehicle by paying us the aggregate of the following (collectively, the "Vehicle Purchase Price") all of our reasonable expenses of reconditioning and selling the Vehicle, our carrying charges, if any, including a selling fee of \$150.00 plus the Residual Value of the Vehicle; or (b) you may deliver the Vehicle to us at your expense, in good working order and repair. If you return the Vehicle to us, we shall sell the Vehicle and apply the net proceeds, as determined by us in our sole and absolute discretion, to your obligation to us for the Residual Value of the Vehicle. If the Residual Value exceeds such net proceeds, you shall pay as such difference without abatement, set-off or counterclaim. If you do not purchase or return the Vehicle, then the Lease will be automatically renewed and continued for an additional twelve (12) month period (hereinafter referred to as the "Overhold Period"), unless the lease Term is otherwise extended as mutually agreed upon by us and you. All other terms and conditions of the Lease, including but not limited to continuation of pre-authorized payment withdrawals, shall remain in effect during any such Overhold Period.
13. Transfer, etc. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Vehicle or any rights under this Lease, whether directly or by change of ownership of your shares or otherwise, without our prior written consent. If we consent, we may charge an assignment fee of two percent (2%) of the original cost of the Vehicle. You agree that we may sell, assign or transfer this Lease and the Vehicle; the new owner will have the same rights and benefits we now have under this Lease and will not have to perform any of our obligations; the rights of the new owner will not be subject to any claims, defences or setoffs that you may have against us or any other person.
14. Additional Collateral Security. As general and continuing collateral security for the payment and performance of all of your present and future debts, obligations and liabilities to us, from time to time, you hereby grant a continuing security interest in, and charge and hypothecate all of your right, title and interest in and to all present and future equipment, vehicles and other assets with regard to which we have provided or may provide any value (including without restriction, for acquisition, lease, use, operation or otherwise) together with all proceeds thereof of whatever nature and kind howsoever arising.
15. Miscellaneous. The parties agree that this document be written in the English language. Les parties aux présentes conviennent que ce document soit rédigé en anglais. In the event that any provisions of this Lease shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Lease. You agree to execute such further documents as we may require, to give effect to this Lease. This Lease constitutes the entire agreement between us. For greater certainty, no terms in any purchase order will amend this Lease. Any amendment of this Lease or any waiver must be in writing. Any notice shall be in writing and shall be deemed to be received when actually received or two days after being mailed to the mailing addresses set out above. You agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.
16. Personal Information. I/We consent to the collection, updating, use and disclosure of personal information for the purposes of credit adjudication by the Lessor and its funders, for the purposes set out in the lease contract and to enable the Lessor and its assignees to provide leasing services.
17. Lease Referral Source. The parties acknowledge that the name displayed at the top of the first page of the Lease and other documents is that of the Lease Referral Source and that the Lease Referral Source is not the Lessor. The Lessee acknowledges that the Lease Referral Source has assumed no obligations with respect to this Lease and is not liable with respect thereto.

Cow Harbour Construction Ltd

Lessee(s) Name

Xc [Signature]
Lessee Authorized Signature

Date

Co-Lessee(s) Name

Co-Lessee Authorized Signature

Date

Accepted by Bodkin Leasing Corporation (Lessor)

2150 Dunwin Drive, Unit #1, Mississauga, ON L5L 5M8 Tel: 905-820-4550

Authorized Signature and Title

Date

Patron West

Reference Number: 128165

VEHICLE DELIVERY RECEIPT

Unit Number:	
Lessee Name:	Cow Harbour Construction Ltd
Co-Lessee Name:	
Driver's Name:	George Murphy
Driver's License Number:	
Province of Operation:	AB

VEHICLE INFORMATION:

The undersigned hereby being an authorized representative of the Lessee named above, hereby accepts unconditionally the delivery of the following vehicle as described in the Vehicle Lease Agreement signed by Bodkin Leasing Corporation as Lessor and by the Lessee and, if applicable, the Co-Lessee named above.

Vehicle Description:	2009 Ford F250 Truck				
Serial Number:	1FTSW21R29EA30312				
License Number:					
Key Codes / Ignition:		Door/Trunk:		Radio:	
Exterior Colour:		Interior Colour:			

TERMS AND CONDITIONS:

It is understood and agreed by the undersigned that in accordance with the terms of the said Vehicle Lease Agreement this Delivery Receipt will become a part of the Vehicle Lease Agreement as fully and completely and to the same extent as if it had been incorporated therein. In addition, the undersigned acknowledges that the vehicle described above is in a condition acceptable to the Lessee and holds the Lessor free from any obligation in this regard.

LEASE REFERRAL SOURCE:

The parties acknowledge that the name displayed at the top of the first page of the Lease and other documents is that of the Lease Referral Source and that the Lease Referral Source is not the Lessor. The Lessee acknowledges that the Lease Referral Source has assumed no obligations with respect to this Lease and is not liable with respect thereto.

Lessor to complete:

Date Delivered:	
Delivery Location:	
Odometer Reading:	10
Delivered By:	

Lessee / Co-Lessee(s) to complete:

Lessee Signature:	X <i>George Murphy</i>
Lessee Name:	Cow Harbour Construction Ltd
Co-Lessee(s) Signature(s):	
Co-Lessee Name:	

Date: _____
DATE (MM/DD/YYYY)

Payment Schedule

This Payment Schedule is attached and forms an integral part of Lease Agreement #

Customer # _____ dated _____ between the undersigned Lessee(s) and Lessor.

1 Payment(s) of \$4,639.80
47 Payment(s) of \$1,048.01

All payments are subject to applicable taxes

BODKIN LEASING CORPORATION

Lessor

Per: _____
Title: _____
Date: _____

Cow Harbour Construction Ltd

Lessee(s)

Per: X. [Signature]
Date: _____

Co-Lessee(s)

Per: _____
Date: _____

F250, 0312 - 26173

Compound Period : Monthly

Nominal Annual Rate : 12.009 %

26173

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	02/01/2009	46,398.00	1		
2 Lease Payment	02/18/2009	4,639.80	1		
3 Lease Payment	03/18/2009	1,048.01	47	Monthly	01/18/2013
4 Residual	02/18/2013	4,639.80	1		

AMORTIZATION SCHEDULE - Normal Amortization

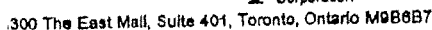
	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	02/01/2009					
1	02/18/2009	4,639.80		259.51	4,380.29	46,398.00
2	03/18/2009	1,048.01		420.48	627.53	42,017.71
3	04/18/2009	1,048.01		414.20	633.81	41,390.18
4	05/18/2009	1,048.01		407.86	640.15	40,756.37
5	06/18/2009	1,048.01		401.45	646.56	40,116.22
6	07/18/2009	1,048.01		394.98	653.03	39,469.66
7	08/18/2009	1,048.01		388.45	659.56	38,816.63
8	09/18/2009	1,048.01		381.85	666.16	38,157.07
9	10/18/2009	1,048.01		375.18	672.83	37,490.91
10	11/18/2009	1,048.01		368.45	679.56	36,818.08
11	12/18/2009	1,048.01		361.65	686.36	36,138.52
2009 Totals		15,119.90	0.00	4,174.06	10,945.84	35,452.16
12	01/18/2010	1,048.01		354.78	693.23	34,758.93
13	02/18/2010	1,048.01		347.84	700.17	34,058.76
14	03/18/2010	1,048.01		340.83	707.18	33,351.58
15	04/18/2010	1,048.01		333.76	714.25	32,637.33
16	05/18/2010	1,048.01		326.61	721.40	31,915.93
17	06/18/2010	1,048.01		319.39	728.62	31,187.31
18	07/18/2010	1,048.01		312.10	735.91	30,451.40
19	08/18/2010	1,048.01		304.73	743.28	29,708.12
20	09/18/2010	1,048.01		297.30	750.71	28,957.41
21	10/18/2010	1,048.01		289.78	758.23	28,199.18
22	11/18/2010	1,048.01		282.20	765.81	27,433.37
23	12/18/2010	1,048.01		274.53	773.48	26,659.89
2010 Totals		12,576.12	0.00	3,783.85	8,792.27	
24	01/18/2011	1,048.01		266.79	781.22	25,878.67
25	02/18/2011	1,048.01		258.97	789.04	25,089.63
26	03/18/2011	1,048.01		251.08	796.93	24,292.70
27	04/18/2011	1,048.01		243.10	804.91	23,487.79
28	05/18/2011	1,048.01		235.05	812.96	22,674.83
29	06/18/2011	1,048.01		226.91	821.10	21,853.73

F250, 0312 - 26173

	Date	Lease Payment	Residual	Interest	Principal	Balance
	30 07/18/2011	1,048.01		218.70	829.31	21,024.42
	31 08/18/2011	1,048.01		210.40	837.61	20,186.81
	32 09/18/2011	1,048.01		202.01	846.00	19,340.81
	33 10/18/2011	1,048.01		193.55	854.46	18,486.35
	34 11/18/2011	1,048.01		185.00	863.01	17,623.34
	35 12/18/2011	1,048.01		176.36	871.65	16,751.69
2011 Totals		12,576.12	0.00	2,667.92	9,908.20	
	36 01/18/2012	1,048.01		167.64	880.37	15,871.32
	37 02/18/2012	1,048.01		158.83	889.18	14,982.14
	38 03/18/2012	1,048.01		149.93	898.08	14,084.06
	39 04/18/2012	1,048.01		140.94	907.07	13,176.99
	40 05/18/2012	1,048.01		131.87	916.14	12,260.85
	41 06/18/2012	1,048.01		122.70	925.31	11,335.54
	42 07/18/2012	1,048.01		113.44	934.57	10,400.97
	43 08/18/2012	1,048.01		104.09	943.92	9,457.05
	44 09/18/2012	1,048.01		94.64	953.37	8,503.68
	45 10/18/2012	1,048.01		85.10	962.91	7,540.77
	46 11/18/2012	1,048.01		75.46	972.55	6,568.22
	47 12/18/2012	1,048.01		65.73	982.28	5,585.94
2012 Totals		12,576.12	0.00	1,410.37	11,165.75	
	48 01/18/2013	1,048.01		55.90	992.11	4,593.83
Residual	02/18/2013		4,639.80	45.97	4,593.83	0.00
2013 Totals		1,048.01	4,639.80	101.87	5,585.94	
Grand Totals		53,896.27	4,639.80	12,138.07	46,398.00	

APPENDIX "H"

**LEASE #143 WITH
LIFTCAPITAL CORPORATION**



Larry Ur

LESSSEE NAME	COW HARBOUR CONSTRUCTION LTD.						
CO-LESSEE	ALPHONSE NOEL HUTCHINGS						
ADDRESS	316 MACKAY CRESCENT, FORT MCMURRAY, ALBERT/						
PERSON TO CONTACT AND TITLE	ALPHONSE HUTCHINGS					TEL. N	
VENDOR NAME	STEVENSON EQUIPMENT LTD.			TELEPHONE 905-841-8888		CONTACT	
LOCATION OF EQUIPMENT (If different than above) AS ABOVE							
BROKER NAME	UREALTA EQUIPMENT FINANCE			TELEPHONE 780-481-5166		CONTACT LARRY URE	
QUANTITY	DESCRIPTION OF EQUIPMENT (Including model and serial no.)						
1	ONE NEW PUTZMEISTER 43Z 16H CONCRETE PUMP MOUNTED ON ONE 2008 MACK 4 AXLE CHASSIS MODEL # MRU688, SERIAL NUMBER 1M2AV09C78M001309						
PREPAID TERMINAL RENTALS	LEASE TERM	PAYMENTS WILL BE MADE	NO. OF PAYMENTS	RENTAL AMOUNT	G.S.T.	P.S.T.	TOTAL RENTAL PAYMENT
N/A	66 months	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	3@ 63@	\$35,250.00 \$13,161.00	\$1,762.50 \$ 658.05	EXEMPT EXEMPT	\$37,012.50 \$13,819.05

G.S.T. #897677803RT0001

O.S.T. #

U.S. 1, #897017/805R10001

TERMS AND CONDITIONS OF LEASE - ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE FORM AN INTEGRAL PART OF THIS LEASE
THIS LEASE IS A NON-CANCELABLE AGREEMENT

THIS LEASE IS A NON-CANCELLABLE AGREEMENT

This lease ("Agreement") shall not become binding upon Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized officer of Lessor in the space provided below.

1. **RENTAL.** Lessor shall pay to Lessee as rental for the equipment the periodic rent payments set forth above or as a schedule to this lease. Rental payments are non-cancelable, are due in advance and are payable without setoff, counterclaim, reduction, abatement or compensation whatsoever. The lease term shall commence on the day of delivery of the Equipment and shall continue for the number of months set forth above from the first day of the month following Equipment delivery. Rental shall be pro-rated from the date of Equipment delivery until the first day of the month following Equipment delivery. The above noted Rental Amount is based on Lessor's cost of funds as of MARCH 20, 2009 (hereinafter referred to as the "Base Rate"). For each ¼ of 1% increase or decrease which occurs in the Base rate prior to receipt by Lessor of its Lease Commencement Authorization form, duly executed by Lessee, the rental amount will be adjusted accordingly. Lessor is hereby authorized to make such adjustments to the Rental Amount as may be necessary upon receipt of the Lease Commencement Authorization form.

2. LOCATION AND USE. The Equipment shall be located and used at the place designated herein and not elsewhere, without the prior written consent of Lessor. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations, and by competent employees only. The Equipment shall be used solely for business purposes.

3. **WARRANTIES.** Lessee acknowledges that the seller and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by Lessor, that the Lessor is not the manufacturer of the Equipment, that Lessor is not the manufacturer's agent, and that Lessor has purchased the Equipment at the request of the Lessee for the purposes of this Agreement. No representation or warranty, express or implied, legal, statutory, customary or otherwise is given or made by the Lessor respecting the Equipment including but without limitation the merchantability, condition, design, operations quality, workmanship, capacity, performance or fitness for purpose or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessor or as represented by the manufacturer or the seller, totally fails to function or perform so as to give rise to the right for the Lessee to terminate the contract or to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall have recourse only against such seller or manufacturer and shall nevertheless unconditionally pay Lessor all rent, and other amounts expressed to be payable hereunder. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for any harm, damage or loss whether direct or indirect, consequential or special, suffered by Lessee against Lessor based thereon. Lessee hereby assigns to Lessee, Lessee hereby accepting, for and during the acceptable lease term, the warranties resulting from the purchase of the Equipment by the Lessor from the seller and Lessor or any third parties. Lessor hereby agrees to, and during the acceptable lease term, to cooperate reasonably with the Lessee in the enforcement of any such warranties. Lessee agrees to give Lessor prior written notice of any legal proceedings taken by Lessee to enforce such warranties and of any settlement of such warranty claims. Lessee expressly warrants and represents to the Lessor that the seller and/or manufacturer of the Equipment has agreed to the assignment by the Lessor of the warranties, if any, which may pertain to the Equipment. At expiration of the warranty period, Lessee agrees to obtain, at its own expense, a maintenance and service agreement from the original supplier.

original supplier.

4. **TAXES: INDEMNITY.** Lessee agrees to comply with all laws, regulations and orders relating to this agreement and the Equipment and to pay when due all license and registration fees, assessments and sales, use, property, capital, excise and other taxes, other than income or corporate taxes of Lessor, now or hereafter imposed by any federal, provincial, or municipal taxing authority upon this Agreement or the Equipment, or the purchase, ownership, delivery, leasing, possession, use, operation, and return thereof. Lessee shall assume the risk of liability arising from or pertaining to the possession, operation or use of the Equipment, including without limitation, any injury or death to any persons or damage to any property arising from or pertaining to the possession, operation, or use of such Equipment, whether such injury, death, or damage is caused by agents or employees of Lessee or any third parties. Lessee hereby agrees to indemnify, hold safe and harmless from and against covenants to defend Lessor against any and all claims, costs, expenses, damages and liabilities, other than income or corporate taxes of the Lessor, arising from or pertaining to the purchase, ownership, delivery, leasing, possession, use, operation, and return of the Equipment. Lessee shall at its expense keep the Equipment free from liens and claims and shall at the request of the Lessor and at Lessee's expense, defend Lessor's title to the Equipment. Any fees, costs or other lawful charges including legal fees paid by Lessor upon failure of Lessee to make such payments, shall at Lessor's option become immediately due from Lessee to Lessor. The indemnities and the enforcement of any warranty to this Agreement or any claim for patent, trademark, industry design or other intellectual property associated with the Equipment shall survive the termination of this Agreement.

THE UNDERSIGNED ACKNOWLEDGES TO HAVE READ THE ENTIRE AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS THEREOF AND CONFIRMS THE EQUIPMENT SHALL BE USED SOLELY FOR BUSINESS PURPOSES.

EXECUTED ON BEHALF OF THE ABOVE NAMED LESSEE

COW HARBOUR CONSTRUCTION LTD.

BY ITS DULY AUTHORIZED REPRESENTATIVE

TITLE:

ALPHONSE NOEL HUTCHINGS

TITLE:

BY ITS DULY AUTHORIZED REPRESENTATIVE

DATE:

EXECUTED ON BEHALF OF THE LESSOR:
LIFECAPITAL CORPORATION

BY ITS DULY AUTHORIZED REPRESENTATIVE

DATE:

5. **ASSIGNMENT.** Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in the Agreement or the Equipment. The conditions hereof shall bind any successors and permitted assigns of Lessee. Lessor and any assignee of Lessor may, without notice or consent of Lessee, assign or sell the rents reserved herein or all or any of Lessor's right, title and interest and grant a security interest in the Equipment or this Agreement. After such assignment, sale or grant of security, the assignee or secured party, shall succeed to Lessor's rights in accordance with the terms of the assignment, sale or security interest. Lessee upon receiving notice of any such transaction shall abide thereby and make payment as may be directed in such notice. Lessee agrees to promptly execute and deliver such acknowledgements, security documents. Lessee upon receiving notice of any such transaction shall abide thereby and make payment as may be directed in such notice. Lessee agrees to promptly execute and deliver such acknowledgements, assignments and other instruments from time to time as may be reasonably requested by the assignee, purchaser or secured party to effect any such transaction. Lessee agrees that it will not assert against any such assignee, purchaser or secured party, any claim, defense, setoffs, compensations, deductions or counterclaims. No such assignment, sale or grant of security shall relieve Lessor of any of its obligations to Lessee hereunder.
6. **ADDITIONAL COLLATERAL SECURITY.** As a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor from time to time, Lessor hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all present and future equipment and assets with respect to which Lessor has provided or may provide any value together with all proceeds thereof.
7. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use the Equipment for the full lease term. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm that the Equipment shall always remain and be deemed personal and moveable property, even though the Equipment may become attached or affixed to realty. Lessee shall upon the request of the Lessor file all returns in respect to applicable taxes for which Lessee is responsible and keep records in respect thereto.
8. **PREPAID RENTALS:** The amount of Prepaid Terminal Rentals set out in this Agreement, if any, shall be paid to Lessor by Lessee on the commencement date of the Agreement. Such prepaid rentals, when paid to Lessor, shall be deemed to have been received by Lessor not as a deposit or as a security deposit to compensate Lessor for any damages it may suffer by reason of a breach by Lessee of any covenant or condition of this Agreement, but as a condition preliminary for the execution thereof and shall remain the absolute property of the Lessor, shall not be refundable to the Lessee under any circumstances but shall be applied by Lessor against rentals in reverse order of their maturities if this Lease remains in force and in good standing.
9. **REPAIRS: LOSS AND DAMAGE.** The possession, operation and use of the Equipment shall be at the sole risk of the Lessee. Lessee, at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required thereof. All such parts, mechanisms and devices shall immediately become the property of Lessor and part of the Equipment for all purposes hereof. Lessee may make additions to the Equipment provided that such additions do not impair the value or utility thereof and any such additions shall belong to the Lessor. In the event that any item of Equipment shall become lost, stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee shall promptly pay to Lessor an amount equal to i) the present value of the aggregate of all unpaid amounts due hereunder as rental to the expiration of the term calculated by discounting such amounts at 3% per annum plus ii) the Lessor's estimated residual value of equal to i) the present value of the aggregate of all unpaid amounts due hereunder as rental to the expiration of the term calculated by discounting such amounts at 3% per annum plus ii) the Lessor's estimated residual value of the Equipment the end of the lease term, plus any other sum due hereunder. Upon such payment Lessor will transfer to Lessee, without recourse, representation or warranty, all of Lessor's right, title and interest, if any, in such item.
10. **INSPECTION.** Lessor may enter upon premises where the Equipment is located, during regular business hours, for the purpose of inspecting the Equipment and all of the Lessee's books and records relating to the Equipment.
11. **LESSEE'S OBLIGATIONS UNCONDITIONAL.** Lessee hereby agrees that Lessee's obligation to pay all rent and any other amounts owing hereunder shall be absolute and unconditional under all circumstances. Lessee agrees to pay all rent and such other amounts regardless of any claim in the nature of set off or compensation which may be made by Lessee.
12. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Rent or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at the rate of 24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to the greater of \$50.00 or the actual bank charges to Lessor plus other amounts allowed by law. Lessee also agrees to pay as additional Rent reasonable Lease administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connection with the enforcement of its rights under this Lease, including reasonable legal expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as additional rental to be paid by Lessee.
13. **CO-LESSEES.** Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease shall be joint and several. Any reference to lessee in this Lease shall be deemed to be a reference to the Co-Lessee, in any.
14. **NOTICES.** Any notices and demands required to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section.
15. **INSURANCE.** Lessee shall obtain, and maintain for the entire term of this Agreement, at its own expense, property damage and liability insurance against loss or damage to the Equipment including without limitation loss by fire (including extended coverage), theft, collision and such other risks of loss as are customarily covered by insurance on the type of Equipment leased hereunder, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor. The amount of insurance covering damage to or loss of the Equipment shall not be less than the present value of the aggregate of all unpaid amounts due hereunder, as rental or otherwise, to the expiration of the term (calculated by discounting such amount at 3% per annum) plus Lessor's estimated residual value of the Equipment at the end of the lease term. Each insurance policy will name Lessee and Lessor as insured, will name Lessor as loss payee thereof, and shall contain a clause requiring the insurer to give to Lessor at least 10 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof and shall contain a clause to the effect that Lessor's interest under the policy shall not be affected by any act, omission or neglect on the part of the Lessee or any third party. At Lessor's request, Lessee shall furnish to Lessor a certificate of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee further agrees to give Lessor prompt notice of any damage to or loss of the Equipment. Lessee hereby assigns to Lessor any moneys which may become payable under any such insurance policy and irrevocably constitutes and appoints Lessor as Lessee's attorney in fact (a) to hold such insurance policy, (b) to make, settle and adjust claims under each insurance policy, (c) to make claims for any moneys which may become payable under each insurance policy, including returned or unearned premiums, and (d) to endorse Lessee's name on any cheque, draft or other instrument received in payment of claims or returned or unearned premiums under each policy and to apply such funds to the payment of the amounts owing to Lessor hereunder; provided, however, that Lessor is under no obligation to do any of the foregoing. Proceeds of insurance will be disbursed by Lessor against satisfactory invoices for repair or replacement of Equipment, or, at the option of Lessor, provided Lessee is not in default of its payment obligations hereunder, in satisfaction of Lessee's obligations under the section entitled "Repairs: Loss and Damage". Performance by Lessee under this section will not affect or release Lessee's obligations and liabilities herein elsewhere provided. In the event that Lessee does not provide Lessor with evidence of insurance as outlined above as of the date of equipment delivery Lessor has the right but not the obligation to obtain insurance covering its interest in the equipment for the term of this Agreement. The costs of acquiring and maintaining such insurance shall be added to the amounts due under this Agreement and charged to Lessee in equal monthly installments in addition to the rent payments due hereunder. Nothing in this lease will create an insurance relationship between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain insurance and will not be liable if insurance is terminated. Lessor is not obligated to provide replacement or removal coverage under the same terms as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate. If the Lessee fails to return the Equipment, this Agreement shall be deemed to be renewed on a month-to-month basis for the monthly rental and on the terms and conditions set forth herein until the Lessor or the Lessee gives prior notice of termination of this Agreement at the end of the current month whereupon the Equipment shall be returned to Lessor.
16. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof including the registration of this Agreement, at Lessee's expense, in such public register, in Canada or elsewhere, as Lessor may request. Lessor will remit to Lessee, upon request, Lessee's audited financial statements within one hundred twenty (120) days of the end of each financial year and unaudited financial statements within thirty (30) days of each quarter.
17. **NON-CANCELABLE LEASE.** This Agreement cannot be terminated or cancelled except as expressly provided herein.
18. **CREDIT INVESTIGATION AND Contract Registration:** Lessee hereby consents to Lessor obtaining credit reports or credit investigations, whether corporate or personal upon Lessee and agrees to pay a documentation and registration fee of \$250.00 or its actual costs in consideration of Lessor's costs related to credit reports, PPSA filings for the lease term and documentation.
19. **DEFAULT.** Lessee is in default under this Agreement if: (i) Lessee fails to pay any Rental or other amounts payable hereunder for a period of twenty (20) days; (ii) any representation or warranty made by the Lessee herein or in any document or covenant, condition or agreement to be performed or observed hereunder and such failure continues for a period of twenty (20) days; (iii) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee enters upon the premises where such Equipment is located and takes as they fall due; or (v) Lessee removes the Equipment from the location stated above. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to the Lessor for or by reason of such entry or taking of possession, and with or without terminating this Agreement, sell, rent or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the Equipment at the expiration of the Agreement, all Rentals payable to the expiration of the Term discounted at the rate of 3% per annum (the "Discount Rate") and (iii) the present value of Lessor's residual value of the Equipment at the expiration of the Agreement, all Rentals payable to the date of default at the Discount Rate; (c) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. Except as otherwise expressly provided for herein, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity.
20. **LANGUAGE.** The parties hereto have requested and hereby agree that this document be written in the English language. Les Parties aux présentes ont demandé et conviennent que ce document soit rédigé dans la langue anglaise.
21. **MISCELLANEOUS.** Time is of the essence with respect to this Agreement, and no waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest of 24% per annum shall be considered as additional rent to be paid by Lessee. This Agreement contains the entire agreement between the parties with respect to the Equipment and may not be amended except in writing and shall be binding upon and inure to the benefit to the parties hereto and their successors and permitted assigns. A facsimile copy of this Lease with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The provisions of the Limitations of the Civil Rights Act (Saskatchewan), Sections 19 to 24 of the Sale of Goods on Conditions Act (British Columbia) and Sections 47, 49, and 50 of the law of Property Act (Alberta) are waived by the Lessee. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. Lessor may correct patent errors herein and fill in such blanks as serial numbers, date of first payment and other blanks. Lessee will not change its name or enter into any amalgamation agreement, merge or other corporate proceedings without providing Lessor with at least 30 days prior written notice of any such proceeding and any change of name. Lessee hereby waives to the fullest extent permitted by applicable law, the benefit given by any present or future statute that imposes limitations on the rights, powers or remedies of Lessor or on the methods of, or procedures for, realization of the Equipment, including without limitation, any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. If more than one Lessee executes this Agreement, their obligations under this Agreement shall be joint and several. Lessee waives, to the extent permitted by applicable law, any requirement that Lessor deliver to Lessee a copy of any financing statement or financing change statement registered by Lessor against Lessee or any verification statement in respect thereof. Lessee acknowledges the receipt of a true copy of this Agreement.
22. **GOVERNING LAW.** It is the intention of the parties that this Agreement should be interpreted, and the rights and obligations of the parties hereunder governed, in accordance with the laws of the Province, where the Equipment is located. Lessor and Lessee irrevocably submit to the jurisdiction of the courts of such province to settle any dispute which may arise out of or in connection with this Agreement. If this Agreement is governed by Quebec law, this Agreement shall be deemed to be a contract of "Credet ball" which shall be governed by Article 1842 and following of the Civil Code of Quebec.

LiftCapital Corporation

*** SCHEDULE "A" ***

THIS SCHEDULE "A" IS ATTACHED TO AND FORMS AN INTEGRAL
PART OF LEASE AGREEMENT #10214 BETWEEN THE
UNDERSIGNED LESSOR AND LESSEES.

PURCHASE OPTION:

Provided Lessee is not in default hereunder, and Lessor and Lessee have affixed their signatures below, Lessee, upon written notice to Lessor given not less than thirty (30) days prior to the applicable date hereinafter set forth, has a non-assignable option to purchase the equipment in an "as is, where is" condition without warranty or representation whatsoever on the expiry of the 60th month of the Term for \$70,500.00 plus applicable taxes, if any.

LESSOR:

LIFTCAPITAL CORPORATION

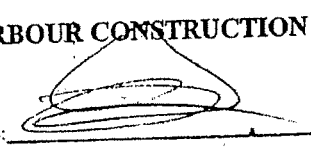
SIGNATURE: _____

TITLE: _____

DATE: _____

LESSEE:

COW HARBOUR CONSTRUCTION LTD.


SIGNATURE:  _____

TITLE: _____

DATE: _____

CO:LESSEE:

ALPHONSE NOEL HUTCHINGS

SIGNATURE:  _____

TITLE: _____

DATE: _____

INDEMNIFICATION AND AUTHORIZATION

TO: **LIFTCAPITAL CORPORATION** (as "Lessor")
300 The East Mall, Suite 401
Toronto, Ontario M9B 6B7

FROM: **COW HARBOUR CONSTRUCTION LTD.** ("Lessee"), and
ALPHONSE NOEL HUTCHINGS (as Co-Lessee)
316 MacKay Crescent
Fort McMurray, Alberta, T9H 4E4

RE: Lease #10214 dated the _____ day of _____ 200: between Lessor, Lessee and Co-Lessee
(the "Lease")

We confirm that we have agreed to lease the equipment referred to the Lease (the "Equipment") from the Lessor pursuant to the Terms and Conditions as set forth in the Lease and the Lease has been validly executed and delivered to the Lessor.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby authorizes and agrees to the following:

1. Notwithstanding that some of the Equipment on the subject Lease has not been delivered and/or installed; the Lessee authorizes the Lessor to pay supplier(s) listed below for the following invoice(s):

Name of Supplier	Invoice#	Invoice Amount	Currency
STEVENSON EQUIPMENT LTD.	3563-6	\$705,000.00	CDN

(the "Supplier(s)")

2. Notwithstanding the lack of delivery/installation of the Equipment, the Lessor is authorized to commence the Lease as of the date of the first payment to the any Supplier, (Rent shall be pro-rated from the date of payment to the Supplier until the first day of the month following the payment) and the Lessee acknowledges and confirms that its obligations under the subject Lease, including the obligation to make payments as set forth under the Lease shall commence and remain absolute and unconditional as of such date.
3. Upon actual receipt of the subject Equipment, Lessee will execute the attached Delivery Certificate for such Equipment to be forwarded to Lessor's office.
4. If the Lessee cancels or terminates the Lease for any reason whatsoever, or if Lessor has not received from the Lessee a Delivery Certificate in the form attached hereto as Schedule "A" within 30 days of executing the Lease, in addition to the provisions of the Lease dealing with default, termination or cancellation and any penalties associated therewith and any other rights of the Lessor, the Lessee shall immediately reimburse the Lessor for all amounts advanced by the Lessor (net of any Rental Payments received by the Lessor) and further, the Lessee shall indemnify and hold Lessor harmless from and against all loss, cost and damages of any nature whatsoever which Lessor may sustain, incur, be or become liable for as a result of, occasioned by or in any way related to:
 - a) The sale of the Equipment, whether or not the Lessee accepts the Equipment or whether or not the Equipment is delivered to the Lessee or to Lessor;

- c) Any default to respect the Supplier's warranties or related to a representation or warranty given hereunder;
 - d) The failure of any of the Supplier to fulfill their obligations pursuant to the terms of any purchase order;
 - e) Any loss, damage, or bodily harm (including death) in any way relating to or arising from the sale, delivery, assembly, installation, testing, use, possession, maintenance, return or other disposition of the Equipment, including, without limitation, any actions, suits, or claims asserted in connection with the foregoing;
 - f) Any claim for patent, trademark, design or copyright infringement.
6. If the Lessee fails or refuses to reimburse Lessor for any amount advanced and interest thereon, as set out above, within fifteen (15) days of Lessor's written demand therefrom, Lessor may, in addition to any other rights it may have, take possession of the Equipment, and sell, lease or otherwise dispose of it, and Lessor shall be entitled to claim and recover from the Lessee the difference between the proceeds of any such disposition and the progress payments advanced by Lessor, including interest and all costs and expenses incurred by Lessor hereunder.
5. Title to the Equipment will not be transferred to the Lessee except in accordance with the terms and conditions of the Lease.
6. The Lessee will not transfer or assign its rights in the Equipment, this agreement or the Lease. Lessor may, in its sole discretion, transfer or assign its rights hereunder, and under the Lease, without the consent of the Lessee.

This Agreement and the Lease shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be governed by the laws of the Province of Ontario.

ACKNOWLEDGED AND AGREED to this _____ day of _____, 200

COW HARBOUR CONSTRUCTION LTD.

Per: _____

Name / Title: _____

ALPHONSE NOEL HUTCHINGS

Per: _____

Name / Title: _____

APPENDIX “I”

**LEASE #158 WITH
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.**

LESSEE INFORMATION

LESSEE NAME	COW HARBOUR CONSTRUCTION LTD.		
CO-LESSEE	N/A		
BILLING ADDRESS	STREET 315 MAXXAY CRESCENT CITY FORT MCMURRAY		
CONTACT	NAME GEORGE MURPHY	PROVINCE AB	POSTAL CODE T9H 4E4
	PHONE (780) 791-5477	FAX (780) 743-3073	

LEASE DETAILS

VENDOR NAME	NAME WAJAX GP HOLDCO INC.	PHONE (780) 487-6700	FAX ()
EQUIPMENT DESCRIPTION	SEE EQUIPMENT SCHEDULE A ATTACHED	EQUIPMENT LOCATION (IF DIFFERENT)	
RENT PAYMENTS	NO. OF PAYMENTS 37	FREQUENCY MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER <input type="checkbox"/>	TERM IN MONTHS 37
			RENTAL AMOUNT SEE PAYMENT SCHEDULE B PLUS APPLICABLE TAXES

TERMS AND CONDITIONS

Capitalized words not defined below refer to terms appearing above. **ADDITIONAL TERMS & CONDITIONS APPEAR ON PAGE TWO**

1. Lease. Lessee has requested that Lessor acquire the Equipment for the purpose of leasing it to Lessee on these terms and conditions. Lessor hereby agrees to lease the Equipment to Lessee, and Lessee hereby agrees to lease the Equipment from Lessor, the equipment described in the Lease Details, together with any parts, accessories, replacements, additions and accessories, tangible or intangible, now and hereafter relating thereto or affixed thereto (collectively the "Equipment").
2. Purchase Documents. If Lessee has not issued a purchase order or entered into an agreement with Vendor to purchase the Equipment (a "Purchase Document"), Lessee hereby agrees that Lessor may do so on Lessor's own behalf. If Lessee has entered into a Purchase Document, Lessee represents and warrants that title to the Equipment has not passed to Lessee and, at Lessor's option, Lessee shall assign to Lessor its rights under the Purchase Document to purchase the Equipment. Except for the obligation to pay Vendor for the Equipment if (and only if) Lessor accepts this Lease (Lessee hereby unconditionally requesting Lessor to fulfill such obligation), Lessee hereby acknowledges that unless all conditions associated with this Lease have been executed and delivered in a form acceptable to Lessor and all applicable registrations made, the Lessor will reassign any Purchase Document to the Lessee and the Lessor will have no further obligation hereunder. Lessee shall perform, satisfy and discharge all of the purchaser's obligations under any Purchase Document. The provisions of any Purchase Document do not modify Lessee's obligations to Lessor hereunder.
3. Commencement. This Lease shall commence on the start date. The Lessee confirms that it has received (or undertaken exclusive responsibility to ensure that it will, prior to the start date, receive) the Equipment in satisfactory operating condition. This Lease of Equipment shall continue from the start date for the number of months specified as the Term. Upon acceptance by Lessor, this constitutes a binding agreement.
4. Charges. As consideration for the lease of the Equipment during the Term, Lessee unconditionally agrees to pay Lessor in advance the number of Rent Payments, in the amounts set out above together with all applicable taxes, without deduction, set-off, reduction or abatement for any reason whatsoever, including fundamental breach, and with the frequency set forth above. Lessee will also pay a pro rata payment for the period between the date of acceptance by Lessor set out below and the date of the first Payment; Lessor will advise Lessee of the date of that Payment. Lessee's receipt of Lessor's invoice is NOT a condition of Lessee's obligation to make Payments when due. Lessee also agrees to pay to Lessor an administration fee of \$20,000.00 for initial administrative costs. When a Payment or other amount owing under this Lease is not paid when due, Lessee also agrees to pay Lessor a late fee of \$10.00 for each month or partial month during which such amount is unpaid, plus interest at the rate of twenty-nine percent (29%) per annum, calculated and compounded monthly, and payable on demand. Lessee also agrees to pay Lessor a returned cheque bearing a \$25.00 payable on demand for each dishonored cheque. Any Security Deposit is non-interest bearing and may be applied to cure any Default under this Lease by Lessee. Lessor will return any remaining Security Deposit when the Lease is terminated and Lessor's obligations are satisfied in full.
5. Pre-Authorized Payments. Lessee's Bank noted below is hereby authorized and directed to: (a) debit Lessee's Account set forth above for all amounts purporting to be drawn on Lessee for payment to Lessor which are presented for payment by Lessor or Lessor's agent, and (b) make all such payments to Lessor or Lessor's agent from such account; such payments may be requested in the form of magnetic or computer-produced tape in which case such Bank is hereby authorized to treat them as signed by Lessee. Lessee agrees, in consideration of such Bank acting on this authorization, that such institution will not be liable for any loss or damage incurred as a result of honouring this authorization. If such Account is transferred to another branch, this authorization shall be directed to such other branch. This authorization may not be revoked without Lessor's consent. Lessor is hereby irrevocably authorized to deliver a copy, details or further evidence of this authorization to such Bank, Lessee hereby appointing Lessor its lawful attorney for such purpose.
6. Other Important Terms. Lessee cannot cancel or terminate this Lease for any reason, including Equipment failure, loss or damage. Lessee selected the Equipment and the Vendor. Lessor purchased the Equipment solely in accordance with Lessee's instructions. Lessee is leasing the Equipment "as is". Lessor is not responsible for Equipment failure or the Vendor's acts, or for any service, repairs or installation. Lessee agrees there are no representations, warranties or conditions (express, implied or otherwise) whatsoever from Lessor with respect to the Equipment including, without limitation, as to its condition, merchantability, design or fitness for any particular purpose. To the extent that they are assignable, Lessor assigns to Lessee for the Term, without recourse to Lessor, all warranties from the Vendor in respect of the Equipment. Lessee shall use the Equipment solely for business purposes and not for personal or household purposes. Lessee shall use the Equipment in a careful and prudent manner and not for any unlawful purposes and shall, at Lessee's expense, comply with and conform to all applicable laws and manufacturer or Vendor recommendations relating to the possession, use and maintenance of the Equipment. Lessee will not subject the Equipment to corrosive, abrasive or other abnormal working conditions without Lessor's prior written consent. Lessee may not move the Equipment from the address indicated above without the prior written consent of the Lessor. Lessor shall have the right during normal business hours to enter Lessee's premises to inspect the Equipment.
7. Installation and Repair. Lessee shall, at its expense, by a party acceptable to Lessor, be responsible for (a) Equipment delivery, installation, de-installation and re-delivery, (b) Equipment maintenance, servicing and repair (including replacement parts) ("Maintenance"), all in accordance with the manufacturers' specifications and recommendations, with records to be maintained by manufacturer, and (c) keeping the Equipment in good repair, condition and working order. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of the Lessor. All such alterations, additions or improvements shall be at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made. Any replacement parts to the Equipment must be obtained from the original equipment manufacturer. On Lessor's request, Lessee shall enter into a Maintenance Agreement respecting the Equipment with the manufacturer thereof or other Maintenance supplier acceptable to Lessor.
8. Title. The Equipment is and shall remain the sole personal and moveable property of Lessor, shall not become a fixture or accession to any land, building or chattels and Lessee shall have no right, title or interest in or to the Equipment except the right of use as expressly set forth herein. Lessee shall, at Lessee's expense, affix and maintain on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates or other marks supplied by Lessor to identify the Equipment as the property of Lessor.

ACCEPTED AS LESSOR:	LEGAL NAME OF LESSEE:	LEGAL NAME OF CO-LESSEE:
De Lage Landen Financial Services Canada Inc.	COW HARBOUR CONSTRUCTION LTD.	N/A
Authorized Signature Name: Title:	Authorized Signature Name: GEORGE MURPHY Title: CFO	Authorized Signature Name: Title:
PRE-AUTHORIZED PAYMENT PLAN		
The Bank is authorized to pay and debit to the account of the undersigned all payments drawn by or on our behalf to De Lage Landen Financial Services Canada Inc., including those in the form of magnetic tape. We agree that the Bank will not be liable for any loss or damage incurred as a result of anything done or not done pursuant to this authorization. If the account is transferred to another branch or the account is closed and an account is opened at another bank, this authorization shall have the same force and effect as if it had originally directed to that branch or bank as the case may be. This authorization is given in accordance with the terms of a lease or leases with, or other obligation to make payments to De Lage Landen Financial Services Canada Inc.		
DATE: March 27/09	PER: George Murphy CFO	PER: _____
Name: _____	NAME: _____	NAME: _____

ADDITIONAL TERMS AND CONDITIONS CONTINUED FROM PAGE ONE

9. Net Lease. All costs and expenses relating to the Equipment or its use, maintenance or possession shall be borne by Lessee, including all Taxes and all fees, charges, claims and fines incurred or arising in connection with the Equipment's registration, licensing or operation. The Rents and other amounts payable hereunder shall be absolutely net to Lessor, free of all deductions, expenses or outgoings of any kind or nature. If Lessee fails to perform any of its obligations hereunder, Lessor may do so on Lessee's behalf and be entitled to immediate reimbursement from Lessee, without prejudice to any other of Lessor's rights or remedies and Lessee appoints Lessor its lawful attorney for such purposes. Lessee shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on Lessee, the Equipment or the purchase, sale, ownership, delivery, possession, use, maintenance, operation or lease of the Equipment, or on Lessor in respect of any of the foregoing, but excluding taxes on or measured by Lessor's overall net income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit, or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or the Lease and Lessee shall not make any such claim in respect thereof.
10. Termination and Renewal. Upon at least one hundred and twenty (120) days' written notice to Lessor prior to the end of the Term (or any renewal), Lessee shall advise Lessor of its intention to return the Equipment at the end of such term. Provided that Lessee has given such notice, Lessee shall return the Equipment, freight and insurance prepaid, in the same condition as when delivered, ordinary wear and tear excepted, to any location specified by Lessor. Ninety (90) days prior to the return of the Equipment, Lessee must, at its own expense, provide a written condition report to the Lessor of the results of a comprehensive physical inspection of the Equipment. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable wear and tear excepted, Lessee will immediately reimburse Lessor for all such costs or expenses. If Lessee does not return the Equipment at the end of the Term (or any renewal), then, unless Lessor demands return of the Equipment, this Lease shall automatically renew for a period equivalent to the frequency with the same Rent Payments and all other terms and conditions contained in this Lease will remain unchanged.
11. Loss, Damage and Insurance. Until Equipment is returned to and received by Lessor, Lessee bears the entire risk of loss including but not limited to confiscation, seizure, theft or destruction or damage to the Equipment ("Event of Loss"), regardless of whether it is caused by any default or neglect of Lessee, and no such loss or damage shall relieve Lessee of any of its obligations hereunder, including the obligation to pay Rent. In the event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place the Equipment in good repair and working order, (b) replace the Equipment with like Equipment in good repair and working order, with clear title to the Equipment in Lessor, or (c) promptly pay to Lessor an amount equal to the Unliquidated Damages (as such term is defined in Section 16 hereof), whereupon Lessor shall transfer to Lessee, without recourse or warranty (express or implied), all of Lessor's interest, if any, in and to the Equipment on an as-is, where-is basis. Lessee shall keep the Equipment insured against all risks of loss in an amount at least equal to its full replacement cost and shall let Lessor be first loss payee on such insurance. Proceeds of such insurance may be applied, at Lessor's option, towards replacement or repair of the Equipment or toward payment of Lessor's obligations hereunder. Lessee shall also maintain comprehensive public liability insurance naming Lessor as an additional insured with coverage and in amounts acceptable to Lessor. Lessee shall provide Lessor with proof of all insurance. If Lessee does not give Lessor such proof, Lessor shall have the right, but not the obligation, to obtain other insurance at Lessee's expense.
12. Representations. Lessee represents, warrants and covenants that (a) if Lessee is not a natural person it is and will continue to be validly formed, organized and existing and in good standing; (b) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Lessee, (ii) not being in conflict with any applicable law, the outstanding documents, resolutions or by-laws of Lessee or any agreement or undertaking; (c) this Lease is and will continue to be the legal, valid and binding obligation of Lessee enforceable against it and effective against its creditors in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal; (e) Lessee's financial statements are prepared in accordance with generally accepted accounting principles and fairly present Lessee's financial position on their respective dates; and (f) Lessee shall provide such legal opinions, resolutions, information and other documents as Lessor may reasonably request.
13. Transfer, etc. Lessee shall not transfer, sell, sublease or assign either the Equipment or any rights or benefits under this Lease, whether directly or indirectly, without the prior written consent of Lessor. In the event of a permitted assignment, Lessee agrees to pay an assignment fee of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may sell, assign, or transfer this Lease and the Equipment; any transferee shall have the same rights and benefits as the original Lessor but will not have to perform any of Lessor's obligations; transferees shall not be subject to any claims, defenses or setoffs that Lessee may have against any predecessor Lessor or any other person. Lessee shall not allow the Equipment to become subject to any claim, privilege, lien, charge, levy, encumbrance, security interest, mortgage, pledge, hypothecation or other right in favour of any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor.
14. Indemnity. Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, fees, liabilities, claims, legal proceedings and expenses whatsoever arising in connection with this Lease, the Purchase Documents, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, maintenance, operation, loss, damage, disposal or return of the Equipment, Taxes, any use or operation of Equipment which infringes any intellectual property right of any person, any Default, the exercise by Lessor of any rights or remedies hereunder or any entry or biding of possession, removal or disabling of Equipment.
15. Default. A default by Lessee ("a Default") occurs if: (a) Lessee fails to make any Rent Payment or pay any other amounts due under this Lease when due; or (b) Lessee fails to perform any other obligation to be performed hereunder; or (c) any default occurs under any other contract between Lessor and Lessee or under any material agreement between Lessee and any other person; or (d) any representation or warranty made by Lessee to Lessor is incorrect; or (e) the value of the Equipment is materially impaired due to loss or damage; or (f) Lessee shall or shall attempt to abandon, remove, sell, encumber or, without the Lessor's prior written consent, sublet, any item or Equipment or any item or Equipment becomes subject to a lien; or (g) Lessee makes an assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern or seeks any arrangement or composition with its creditors; or (h) Lessee causes or suffers to exist any sale or transfer of any interest which would result in a change in majority ownership of Lessee or Lessee sells all or substantially all of its assets and property; or (i) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; or (j) Lessee amalgamates with another entity without the consent of Lessor; or (k) Lessor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by Lessee under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or (l) any guarantor of Lessee's obligations hereunder breaches, disputes or seeks to determine its obligations under its guarantee or to terminate its guarantee or becomes subject to any of the events in clauses (g), (h), (i) or (j) of this Section.
16. Remedies. Upon Default: (a) Lessee shall pay to Lessor as liquidated damages, and not as a penalty, the sum of the then unpaid Rent Payments and other amounts due, past due or to become due hereunder, including interest thereon plus an amount equal to the anticipated fair market value of the Equipment as at the end of the Term or any extension or renewal thereof, as applicable, as determined by Lessor (the "Residual Value"), each such future Rent Payment and the Residual Value payment to be discounted from its respective due date at a discount rate of 2% per annum, calculated monthly (the "Liquidated Damages"); (b) the Term ends and Lessee will immediately return all Equipment to Lessor in good working order at Lessee's cost in a manner and to a location Lessor designates; (c) Lessor may, without notice and without resort to legal process, take immediate possession of or disable the equipment and may enter any premises without incurring any liability from doing so; (d) Lessor is entitled to sell, lease or otherwise dispose of the Equipment on such terms as Lessor deems fit; (e) Lessor is entitled to any other remedies available, whether at law or in equity or by statute or otherwise. Lessor's remedies shall be cumulative and not alternative. Lessee shall pay Lessor all costs of collection or arising from a Default or the enforcement of all Lessor's rights, including all legal fees. No failure to exercise any right or remedy imparts or waives such right or remedy nor is a waiver of one Default a waiver of any other Defaults.
17. Security Interests. To secure Lessee's performance of its obligations hereunder, Lessee hereby grants Lessor a continuing security interest in any interest Lessee has in the Equipment and in all proceeds thereof (including insurance and any sublease); Lessee agrees that Lessor has, in addition to its rights as owner, all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest. Terms which are defined in the Personal Property Security Act (Ontario) on the date this Lease is entered into have, when used herein, the meaning ascribed therein under such act unless otherwise defined herein. In this Lease the term "security interest" includes a movable hypothec without delivery. As additional collateral security for Lessee's obligations hereunder, Lessee grants to Lessor a further security interest in all machinery, equipment, goods and other collateral covered by any other loan and security agreement, note, other agreement or lease (collectively the "other agreements") between Lessee and Lessor whether such other agreements are now in existence or hereafter come into existence and Lessee assigns to Lessor as security for its obligations hereunder, all of its right, title and interest in and to any surplus money to which Lessee may be entitled upon the sale of the machinery, equipment, goods and other collateral covered by such other agreements. Anything above to the contrary notwithstanding, the benefit of the foregoing cross collateralization shall apply for the benefit of Lessor and any assignee holding this Agreement and the Note only to the extent that Lessor or such assignee is also the holder of such other agreements or one or more of them.
18. Additional Equipment. Lessor and Lessee may from time to time agree to lease additional equipment pursuant to these Terms & Conditions and the above Lessee Information and each such agreement shall be evidenced by a written schedule retroacting this initial Lease (a "Transaction Schedule"), signed by Lessee and Lessor, specifying any amendments and setting forth the particulars of such lease transaction (including the matters addressed by the above Lease Documents). The particulars of the initial transaction set forth in the above Lease Documents shall not apply to subsequent transactions but the Terms & Conditions and Lessee Information of this Lease are incorporated by reference into each Transaction Schedule and shall apply, mutatis mutandis, to the transaction specified in such Transaction Schedule; such Lessee Information, Terms & Conditions and each Transaction Schedule shall constitute a separate lease and the entire agreement with respect to that transaction, shall be deemed to be a "Lease" to which these Terms & Conditions refer and shall not terminate or be amended as a result of the termination or amendment of any other Lease made pursuant to these Terms and Conditions. Each Transaction Schedule shall prevail over these Terms & Conditions and the above Lessee Information to the extent of any conflict or inconsistency but only in respect of that transaction.
19. Excess Usage. If Lessee's use of the Equipment exceeds 5,000 running hours per unit per year, as determined by the use of a Hobbs Hour Meter or other mechanical device used to record hours of or supplied with each unit, Lessee will pay Lessor additional rent equal to \$200.00 for each hour of excess use per unit. Prior to, or in conjunction with, the execution of this Lease or applicable Schedule, Lessee or an authorized agent for Lessor may complete an equipment survey report regarding the anticipated use of the Equipment, which survey will be attached to and become part of this Lease or applicable Schedule. If applicable, Lessee represents and warrants that the terms and conditions of such survey are true and correct and agree to use the Equipment strictly for the purposes and in accordance with the terms of the survey. Lessee agrees to care for the Equipment properly, to use it within its rated capacity and to ensure that (a) the Equipment shall not be improperly used or subject to abuse through either inappropriate operation or in an inappropriate environment or for any use that may result in the loss or reduction in insurance coverage; (b) the use of the Equipment will be restricted to Lessee's qualified personnel who have been previously instructed and, if applicable, licensed in proper equipment operation; and all such personnel shall be either employees or under the control of the Lessee and whose use would not result in the loss of or reduction in the insurance currently provided herein; (c) any one other than persons authorized by Lessor to repair, service, maintain, or adjust the Equipment be prohibited; (d) to keep the Equipment in a covered area when not in use to keep the Equipment clean at all times; to ensure that the Equipment is operated with a driver's overhead guard and loadback rest extension installed except when operating conditions prevent their use; and (e) Lessor is immediately notified of accidents, disabilities, failures or like information concerning the Equipment. If any hour meter becomes inoperable or inaccurate, Lessee shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Equipment before and during the time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.
20. Further Assurances. Lessee shall do all things and execute and obtain all documents as Lessor may require to give effect to or better evidence this Lease including financing statements, acknowledgments required by any assignee and waivers or subordinations from Lessee's landlords or creditors.
21. Survival. Notwithstanding any other sections hereof, all obligations of Lessee under sections 2, 4, 6, 7, 9, 10, 14, 18, and 22 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all Rent Payments or other payments by Lessor.
22. Co-Lessee. The obligations of the Lessee and any Co-Lessee under this Lease shall be joint and several (solidary in Quebec) without the benefit of division or discussion.
23. Governing Law. This Lease shall be interpreted and enforced in accordance with the laws of the province of Ontario. To the extent not prohibited by law or statute, Lessee hereby waives the benefit of all provisions of all applicable conditional sales, regulatory, credit and other statutes and all regulations made thereunder in any applicable jurisdiction which would in any manner affect, restrict or limit the rights and remedies of Lessor hereunder, including, without limiting the generality of the foregoing: (a) Notwithstanding anything in the Lease to the contrary, the contract evidenced hereby shall be a contract of leasing as contemplated by Article 1842 of the Civil Code (Quebec); and Lessee declares and represents that it chose the Equipment leased hereunder which will be used for purposes of its enterprise; and (b) if Lessee is a corporation, Lessee hereby agrees that the Limitation of Civil Rights Act (Saskatchewan) as amended from time to time shall have no application to the rights, powers or remedies of Lessor hereunder, and hereby waives any rights Lessee may have thereunder. To the extent possible, Lessee waives the right to receive any financing statement, financing change statement or other filings made by Lessor with respect to this Lease.
24. Miscellaneous. The parties agree that this document be written in the English language. Les parties aux présentes conviennent d'un document soit rédigé en anglais. If any provision of this Lease is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Lease. This Lease constitutes the entire agreement between Lessor and Lessee. Any amendment, consent or waiver hereof or hereinto must be in writing. Lessee hereby consents to the insertion by Lessor of any missing information on this Lease or any schedule hereto, including, without limitation, any serial numbers for the Equipment. Communications under this Lease shall be given in writing by Lessor or Lessee as applicable and shall be deemed received on: (a) the date of delivery if hand delivered; (b) receipt by the sender of a confirmation of transmission if sent electronically; or (c) the 5th postal delivery day following the date of mailing. Subject to applicable legislation, Lessor and Co-Lessee hereby consent to Lessor conducting a credit investigation and to Lessor making inquiries with financial institutions or other persons in a business relationship in connection therewith. Time is of the essence in this agreement.

LEGAL NAME OF LESSEE: COW HARBOUR
CONSTRUCTION LTD.

LEGAL NAME OF CO-LESSEE: N/A

CEM
Initials

Initials

PAYMENT SCHEDULE NO. B

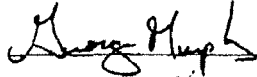
This Payment Schedule is attached to and forms an integral part of Lease No. 407703 between COW HARBOUR CONSTRUCTION LTD. as Lessee and the DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. as the Lessor.

1 PAYMENT @ \$4,610,354.50 STARTING ON APRIL 1, 2009
12 PAYMENTS @ \$300,000.00 STARTING ON MAY 1, 2009
23 PAYMENTS @ \$150,000.00 STARTING ON MAY 1, 2010
1 PAYMENT @ \$366,484.95 STARTING ON MAY 1, 2012

Agreed this 1ST day of APRIL, 2009 by:

Lessee: COW HARBOUR CONSTRUCTION LTD.

Signature:



Name:

GEORGE MURPHY

Title:

CFO

HYDRAULIC SHOVEL STANDARD RETURN CONDITIONS

The following return conditions are a part of and incorporated into a Lease Agreement or equipment lease schedule ("Lease") entered into on April 1/09 between the Lessee and Lessor named below.

Notwithstanding anything to the contrary contained in the Lease, if Lessee does not exercise, or is precluded from exercising, the option to purchase the Equipment at the expiration of the Term of the Lease, Lessee will, at Lessee's sole cost and expense, return and unload all, but not less than all, of the Equipment in a manner consistent with the manufacturer's recommendations and practices to Lessor immediately upon the expiration of the Term of the Lease at such location as Lessor directs and pursuant to the terms and conditions contained in the Lease and as follows:

1. Return Conditions

A. General Condition.

- All components must meet or exceed the manufacturer's minimum recommended specifications while operated under full load, unless otherwise specified herein. Equipment must be able to pass all then current DOT requirements for operation.
- No glass will be broken, chipped or cracked. The interior upholstery will be free from cuts, tears, burns, or other damage.
- There will be no damage to any exterior or interior surfaces that, in aggregate, costs in excess of \$250 to repair.
- All decals (other than the manufacturer's original decals), numbers, customer identification, glue and adhesives must be removed from the Equipment prior to return without damage to paint or any other portion of the Equipment.
- All frame and structural components must be structurally sound, without breaks, bends, cracks, or excessive wear.
- Cooling, heating and lubrication systems must not have any leaking systems or be contaminated. All internal fluids, such as lube oil and hydraulic fluids must be filled at operating levels, all filler caps must be secured, and all filters must be new filters that meet or exceed OEM standards.
- All batteries must be fully operational without any dead cells or cracked cases.
- All items of Equipment must be cleaned and cosmetically acceptable with all rust and corrosion properly removed or treated. All material (e.g. dirt, refuse, asphalt or gravel) must be properly removed from the Equipment and disposed in accordance with all applicable federal, state and local laws and regulations.

B. **Tires.** All tires will be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. All tires will have no missing or damaged parts, gouges or section repairs and will have at least 50% of tire wear remaining in usable condition.

C. **Electrical System.** The alternator, starter, drive motors and electronic control units must be in workable conditions. All electrical harnesses must be in workable condition without any sectional repair. All gauges, senders, and switches must be functional.

D. **Engine.** The engine must have been maintained in accordance with manufacturer's warranty and maintenance instructions per the applicable machine manual, including overhaul of the engine as required. All engine components must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. Determination of satisfaction of these specifications shall be made by subjecting the engine to standard industry testing to include (but not limited to) testing of the crankcase manifold pressure, oil analysis, and fuel and oil consumption. An independent inspection agent determined by the Lessor will perform all tests.

E. **Mechanical Drive Train.** The transmission/hydrostatic drive systems and drop boxes/transfer cases including, but not limited to, differentials, planetaries, and wet brake systems will be in good condition and operate quietly without vibrations or leaks.

F. **Brakes.** The brake system including the parking brake will be functioning as intended. Brakes will operate smoothly and evenly and stop or hold the machine safely during normal operation. No drums or other braking components will be damaged or cracked.

- G. **Hydraulic Equipment.** All hydraulic pumps, cylinders, valves, pipe/tubing and hoses must be fully operational at rated capacity with no leaks, bent cylinder rods, or worn out bushings/pins.
- H. **Air Conditioning System.** All air conditioning systems and components including compressor, evaporators, condenser, motor, lines and fittings must be operational and useable without leaks.
- I. **Sheet Metal & Body.** Sheet metal must be in operational condition without breaks and bends as provided when the machine was first delivered. Body sides and bottoms shall be straight, true, and free from rust or excess wear.
- J. **Transit Insurance.** Lessee must insure the Equipment in accordance with the provisions of the Lease until the Equipment has been accepted by the Lessor at such location as Lessor directs. Such insurance must be in an amount equal to the replacement value of the Equipment and show Lessor as loss payee and must conform to all other specifications for insurance provided in the Lease.
- K. **Documents and Records.** All items of Equipment must meet and conform to all applicable federal, state and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. In addition, Lessee will have initiated, compiled and retained records relating to preventative maintenance and repairs indicating dates and hour meter readings and verified by parts invoices. At any time during normal business hours during the Term of the Lease, Lessee will make such records available to Lessor for verification and inspection as Lessor may elect.
- L. **Inspections.** For 90 days prior to return of the Equipment, the Lessee must make the Equipment available to Lessor's agent(s) during normal business hours for purposes of a detailed appraisal/inspection. The inspection must specifically cover, but not be limited to, the engine, transmission, hydraulic and electrical systems. Lessee will bear all expenses of this inspection.
- M. **Storage Of The Equipment.** At Lessor's election, Lessee must provide safe, secure storage for the Equipment for a period up to 180 days after expiration or early termination of the Lease at such location as is satisfactory to Lessor.

2. **Remedies.** If, in the sole judgment of Lessor, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee will pay to Lessor, immediately upon demand, the cost of repairing or restoring such item of Equipment as determined by Lessor in its sole discretion in an amount up to the Termination Value applicable to such item of Equipment.

3. **Defined Terms.** All capitalized terms used herein but not otherwise defined herein shall have the definitions prescribed for such terms in the Lease.

LESSEE: COW HARBOUR CONSTRUCTION LTD.

By: 

Title: CFO

LESSOR: DE LAGE LANDEN FINANCIAL SERVICES

CANADA INC.

By: 

Title: TEAM LEAD TC

INDICATIVE TERM SHEET

The proposed terms and conditions summarized herein are provided for discussion purposes only and do not constitute an offer, agreement or commitment to lend. The actual terms and conditions upon which De Lage Landen Financial Services Canada Inc ("DLL") might extend credit are subject to final credit approval, satisfactory due diligence, satisfactory review of documentation and other terms and conditions as might be determined by DLL. This term sheet is to be held confidential and may not be shared with any outside parties.

BORROWER

Cow Harbour Construction Ltd (the "Company")

LENDER

De Lage Landen Financial Services Canada Inc. ("DLL")

TYPE OF CREDIT

An uncommitted non-revolving approval up to a maximum of \$11,273,307.75 for purposes of financing the Company's acquisition of the type of equipment specified below.

1 New Hitachi EX5500 hydraulic shovel, s/n FF018NQ001008, complete with: 27.1 cu.m. bucket with wear package; two Cummins QSK45-C, 45L engines, s/n 33171712 and s/n 33171695; OHS (Optimum Hydraulic System); FPS (Fuel Saving Pump System); All-weather sound suppressed steel integrated cab; Monitor system; Data logging system, Fast fill system, Light package; 52,000kgs (115,000 lbs) counterweight; Back and right side color monitor cameras; MIC kit; 1,400mm triple grouser shoes; auto lube system, Travel motor guards, Fire Suppression and cold weather package. One year or 5,000 hour full machine warranty. One year unlimited hour Cummins engine warranty.

AVAILMENT OPTIONS

Lease financing

DRAWDOWN

I Draw – Indicative Capitalized Cost of \$11,273,307.75

Deposits received by Vendor \$3,500,000.00
\$1,127,330.78

Taxes due on deposits, payable to DLL \$231,366.54
Payments scheduled as follows:

Payments scheduled as follows:

12 @ \$300,000 commencing May 1, 2009 followed by

23 @ \$150,000 commencing May 1, 2010 followed by

1 @ \$574,185.42 on May 1, 2012

Monthly payments are net of applicable taxes

All payments are subject to change based on the final exchange rate booked for currency conversion.

TENOR

Availability is for a period through to April 1, 2009, provided there have been no Material Adverse Changes in the financial strength of the Company.

AVAILABLE TERMS

- Construction assets are financed to a maximum 37 month subject to asset review and all assets financed must meet Bank Act vehicle restrictions;
- Hour restrictions of 5,000 hours per year with an overage charge of \$200.00 per hour.
- Finance amount is limited to 58.95 % equipment cost, or dealer invoice amount net of applicable taxes;
- Leases will be fully amortizing over a maximum of 37 months.

PAYMENTS

Other than as stated in the "Available Terms" section, Lease payments are payable monthly in advance.

PREPAYMENT

Leases may not be prepaid.

SECURITY

- The terms and condition of the approval shall be subject to and governed by a definitive terms letter (the "Terms Letter");
- Security will include DLL's standard form lease agreements creating a first ranking purchase money security interest in the assets being financed by DLL;
- Cross collateral cross default position on all assets financed;
- Full coverage-all risks insurance noting DLL as 1st loss payee (and additional insured for leases);
- Comprehensive General Liability Insurance of not less than \$2.0MM per occurrence with a maximum deductible of 5% of equipment cost, noting DLL as 1st loss payee and additional insured on assets financed by DLL;
- Unlimited Guarantee of Alphonse Hutchings complete with Notary Statement. Copy of Birth Certificate or Passport to be provided to confirm legal name.

OTHER DOCUMENTATION

- Pre-Authorized Payment form;
- Waivers/priority agreements as required to confirm DLL's first ranking security position;
- Any other documentation required by DLL to ensure its security position;
- DLL will require a rider to the lease outlining that the equipment must be serviced in accordance with the manufacturer's recommendations with records to be maintained.

CONDITIONS PRECEDENT

Draw-downs under the approval will be subject to the following conditions precedent;

- Receipt of all security and other documentation in form and substance satisfactory to DLL and its counsel;
- Compliance with all material covenants and agreements;

- No material adverse change in the financial position of the Borrower or its Guarantors;
- Confirmation of compliance, or a tolerance letter issued by the Royal Bank, with all Company's bank lending covenants at time of funding.
- Quarterly financial statements to be provided, within 30 days of each quarter end;
- Audited fiscal year-end financial statements to be provided within 120 days of year-end

EVENTS OF DEFAULT

The Terms Letter and security agreements will contain events of default which are customary for a financing of this nature including but not limited to:

- Cross default to other indebtedness of the Borrower and or guarantors;
- Change of Control;

APPLICATION FEE An application fee of CDN \$ 20,000.00 is payable upon your acceptance of this Indicative Term Sheet. This fee may be financed within the payment stream of the lease.

DRAWDOWN FEE A draw-down fee of minimum \$500 per draw-down shall be payable by the Company.

INTEREST RATES Interest on advances shall be payable at a per annum rate equal to the applicable DLL market rate at the time of funding of individual transactions.

EXPENSES The Company will pay all reasonable costs and expenses incurred in arranging the financing, including without limitation, legal costs and expenses and expenses and costs relating to preparation of the documentation and to any enforcement of DLL's security.

If the foregoing is agreeable to you, please sign below where indicated below and provide us with your cheque for the Application Fee in the amount of \$ 20,000.00 Cdn. If these terms are acceptable to you, and you do not provide a cheque for the fee, it will be build into the payment stream.

ACCEPTANCE

The foregoing non-binding proposal is acceptable to us. We request that DLL proceed to obtain final credit approval for the request based on the terms and conditions outlined above.

Cow Harbour Construction Ltd.

Name

George Mung

Title

CFO

Date

March 27/09

APPENDIX “J”

**LEASES #168, #171, #174, #175 AND #238 WITH
SCOTT CAPITAL GROUP INC.**



MASTER EQUIPMENT LEASE

Lease Number: 6049520

192 Plains Road East
Burlington, Ontario, L7T 2C3
CANADA
[Address of Lessor]

COW HARBOUR CONSTRUCTION LTD. (hereinafter called "Lessee")
316 MacKay Crescent
Fort McMurray, Alberta
T9H 4E4
[Address of Lessee]

In consideration of the mutual promises and covenants herein, the Lessor and Lessee hereby agree as follows:

1. LEASE: Scott Capital Group Inc. (herein called "Lessor") hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property (herein called "Equipment") described in any "Master Equipment Lease Schedule(s)" (herein called "Equipment Schedule" or "Lease Schedule") concurrently herewith or hereafter and expressly incorporating the terms of this Master Equipment Lease (hereinafter called the "Agreement"). The parties may from time to time by mutual agreement lease items of Equipment pursuant to this Agreement for such terms and at such rates as may be agreed by execution of Equipment Schedule(s) covering such items.

Each Equipment Schedule, as and when executed, shall form a separate agreement of lease, and shall stand, subject to the incorporation of and supremacy of the terms and conditions of this Agreement, as a separate and independent contract and agreement between the Lessor and the Lessee. In the event of any conflict between a provision of an Equipment Schedule and this Master Equipment Lease, the relevant provision of the Equipment Schedule shall prevail.

2. SUPPLIER PAYMENT: The Lessor is authorized and directed by the Lessee, subject to the terms and conditions of this Agreement, to receive invoices and/or issue purchase orders for equipment from Lessee's suppliers. The Lessor is required to complete payment of the invoices rendered by the supplier for such equipment only after Lessee has delivered to Lessor an Acceptance Certificate(s) for the equipment from the suppliers. Completion of an Equipment Schedule for the equipment will be done when determined by the Lessor, but within six (6) months from the installation date. If the Lessee does not deliver an Acceptance Certificate or Equipment Schedule the equipment does not become "Equipment" and is subject to the terms of this Agreement only as to payment, termination and indemnity or purchase by Lessee.

Whether or not the equipment purchased becomes Equipment, the Lessee shall be responsible for payment of any payments provided in paragraph 4 for equipment, which the Lessor orders for the Lessee.

The Lessee shall add any equipment acquired to an Equipment Schedule at such time as Lessor and Lessee agree, but not to exceed six (6) months from the installation date, by execution of the Lease Schedule and delivery of the Acceptance Certificate. The Lessee shall have no rights in any equipment acquired until it becomes Equipment save the right to use the equipment, as a licensee, and then only provided the interim rental payments are made as due.

In the event that any equipment acquired for the Lessee and paid for by Lessor, as authorized and directed by Lessee, for any reason whatsoever, is not added to form part of the Equipment pursuant to the Equipment Schedule, then upon demand by Lessor, the Lessee shall immediately pay to Lessor the aggregate amount of all supplier's invoices paid by Lessor for purchase of such Equipment and the amount of any payments accrued but unpaid (including accumulation charges) thereon and the Lessor shall upon payment transfer title to such equipment to the Lessee free of any liens, charges or encumbrances incurred by the Lessor. In such event, Lessor shall be under no obligation to lease the Equipment to the Lessee. Additionally, the Lessee shall indemnify, and reimburse Lessor for all amounts paid and all costs and liabilities (including accumulation charges) incurred as a result of the purchase of such equipment by Lessor, and any arising from the Lessee's failure to accept and lease the Equipment from Lessor as contemplated herein.

If any equipment to be acquired is not, for any reason to be added to a Lease Schedule, Lessor may, at its option, prior to payment by the Lessor require that the Lessee immediately take an assignment of any agreement between Lessor and the supplier for purchase of the Equipment.

If the Equipment for any reason is not properly installed or does not operate as expected the Lessee shall remain responsible for any payment required hereunder.

3. TERM: The lease process shall commence only once this Master Lease is signed by the Lessee. The Lessor will then from time to time order equipment on the request and authority of the Lessee and will receive an invoice for the equipment ordered. The Lessor will prepare and deliver to the Lessee an Acceptance Certificate for the equipment, which will identify the equipment and specify the per diem rate of the accumulation charge described in clause 4. The Lessor will pay the equipment supplier only upon receipt of an executed Acceptance Certificate from the Lessee.

The term of lease of any Equipment shall commence regardless of the date of actual delivery from the supplier to the Lessee or regardless of the date of acceptance, on the first day of the month in which the Lease Schedule has been signed and returned by the Lessor for such Equipment, if the Equipment Schedule is signed and returned to the Lessor before the fifteenth (15th) of the month and otherwise on the first of the following month (the "Commencement Date") and shall continue to the last day of the last month of the rental term in the Equipment Schedule.

An Equipment Schedule terminates on the last day of the rental term in the Equipment Schedule unless terminated earlier by the Lessor upon default, provided that if the Lessee does not provide notice of renewal at least ninety (90) days prior and the Equipment is not returned by the Lessee to the Lessor on or before such date, the term of the lease shall continue for a further ninety (90) days on a month to month basis.

4. RENTAL: Monthly rental is payable for the Equipment in the amount set forth in each Equipment Schedule and shall be payable in advance on the first day of each month during the rental term ("due date") with the first payment due on the Commencement Date. All rental payments must be received by Lessor on the due date at the Lessor's address or at such other address as Lessor or its assignee, if any, may specify in writing to Lessee.

From the installation date (or the date a progress payment is made) defined in the Acceptance Certificate for any Equipment acquired for the Lessee which has not been added to an Equipment Schedule, the Lessee shall be responsible for a charge in the amount of a per diem charge calculated at the rate set out in the Acceptance Certificate (the "accumulation charge") and the Lessor shall provide a statement to the Lessee setting out this accumulation charge amount in the Acceptance Certificate. The accumulation charge shall be subject to all of the applicable terms of this Agreement, as if it was rental payable pursuant to an Equipment Schedule. The accumulation charge may be added to the cost of the Equipment for the purpose of calculating rental payments or may be billed for immediate payment.

Where a Commencement Date occurs on the first (1st) of the month following the date on which the related Lease Schedule is signed and returned, the Lessee will pay an interim rental charge for the period from the fifteenth (15th) day of the month preceding the Commencement Date to the last day of that month. The interim rental charge shall be in the per diem amount of one thirtieth (1/30th) of the monthly rental payment set out in the Equipment Schedule. The interim rental charge shall be paid by the Lessee on all of the same terms as specified for the payment of monthly rental, including the time of payment, except payment is to be made on a per diem basis.

Subject to the rights and remedies of the Lessor, as provided herein and at law, if Lessee fails to pay any rental, accumulation charge or additional charges when due, Lessee shall pay interest on any amount past due, on demand, at the rate of one and one half percent (1 1/2%) per month, calculated and payable monthly (being a nominal rate of eighteen percent (18%) per annum).

5. TAXES: There shall be added to the monthly rental, and Lessee shall pay all taxes, assessments, and other governmental charges, howsoever designated, levied, assessed or based upon any payments under this Agreement or relating to

the Equipment or its use (including G.S.T., provincial and local privilege or excise taxes based upon gross revenue), and all taxes or amounts in lieu thereof paid or payable by the Lessor in respect to the foregoing, exclusive, however, of taxes based upon the net income of the Lessor arising under this Agreement. Lessee specifically agrees to pay such additional charges in advance at the same time as the monthly rental provided, pro rated and allocated for any taxes assessed on an annual or semi-annual basis. Lessee further agrees to promptly file all reports and returns, including, but not limited to, any available application for exemption related to any applicable taxation or assessment. Lessee agrees to pay when due, or reimburse and indemnify and hold Lessor harmless from and against all license fees, inspection fees, taxes, permits, assessments, and sales, use, personal property, value-added, goods and services, or other taxes or charges of any nature whatsoever, together with any related interest or penalties, now or hereafter imposed with respect to the Equipment or the rental of the Equipment.

6. MAINTENANCE: Lessee shall enter into a maintenance agreement with the manufacturer of the Equipment, or with some other mutually agreeable servicer, or Lessee may maintain the Equipment provided the Equipment is maintained by qualified personnel in full accordance with the Equipment manufacturer's specifications. Lessor is not responsible for any repairs, service or defects in the Equipment or its operation. Lessee will keep or cause to be kept, the Equipment in good working order in accordance with the provisions of the maintenance agreement, and in accordance with the maintenance and safety specifications of the manufacturer, the Ministry of Transportation of Ontario, the National Transportation Safety Board, or any other relevant governing body, and shall make any necessary repairs, adjustments and perform any maintenance for such purposes. Lessee will allow the Lessor or the servicer reasonable access to the Equipment to effect repairs and to perform maintenance, preventative or otherwise, as may be necessary. Notwithstanding such maintenance agreement, Lessee specifically acknowledges that the repair and maintenance of the Equipment is Lessee's sole responsibility and in the event the Lessor at any time is required or, acting reasonably, determines to carry out any repair or maintenance to preserve the equipment the costs of such repair or maintenance shall be at the expense of the Lessee, and Lessee agrees immediately to reimburse Lessor upon notification by Lessor of the cost thereof.

All repairs, parts and replacements are deemed accessions to the Equipment and shall enure to the benefit of Lessor hereunder. All parts and supplies consumed or required for the operations of the Equipment shall be obtained or furnished by Lessee at Lessee's expense. Lessee agrees to comply with any instructions or specifications of the manufacturer as to the installation and use of the Equipment, including, but not limited to, Lessee's providing suitable electric current to operate the Equipment and providing a suitable place of installation, and terms of operation, within the manufacturer's specifications, at all times meeting the minimum standards of both the manufacturer and insurance Underwriters, or any relevant governing body, for the protection of the Equipment and at all times operating within the manufacturer's (or other) specified safe operating range of the Equipment, so as not to cause damage (or risk of damage) to the Equipment or its operator, or any other persons or property. The Equipment will be operated only by qualified competent persons and in accordance with manufacturer's instructions and prudent practices. Lessee agrees that all inquiries with the manufacturer as to compliance of the Equipment leased, including any cost or expense associated with testing required to confirm representations made by the Equipment manufacturer is the Lessee's sole responsibility. Lessee will not alter Equipment markings or permit rough usage of the Equipment.

7. EQUIPMENT TO REMAIN PERSONAL PROPERTY: The Equipment shall be and remain personal property, notwithstanding the manner in which it may be attached or affixed to any real estate and upon termination of the Equipment Schedule, the Lessee shall have the duty and the Lessor shall have the right to remove the Equipment from the Lessee's premises, whether or not affixed or attached to the realty or any building at the sole cost and expense of the Lessee. In exercising such right Lessor shall not cause damage (or risk of damage) to the Equipment or its operator, or any other person or property. The Lessee shall provide to the Lessor, at the request of the Lessor, an acknowledgement of the landlord of any address to which the Equipment shall be delivered or affixed, acknowledging that title shall remain with the Lessor, and that the Lessee, and the Lessor upon realization pursuant to this Lease, shall have the right to remove such Equipment from the premises, without interference by the landlord. Title to the Equipment at all times remains with the Lessor, and Lessee, at the request of the Lessor shall take such steps as the Lessor may reasonably request to disclose and maintain its ownership interest therein. At the request of Lessor, Lessee shall cause plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner.

Lessee shall keep the Equipment free and clear of all claims, liens, levies, attachments and other legal processes of whatsoever nature, which may arise in favour of the creditors of Lessee.

During the term of the Equipment Schedule, the Equipment shall be located at the location shown in the Equipment Schedule unless otherwise agreed to in writing by the Lessor.

8. RISK OF LOSS: Lessee shall be solely responsible for loss or damage to the Equipment resulting from any and all causes, except those arising from Lessor's

negligence, including, but not limited to fire, lightning, sprinkler leakage, tornado and windstorm, explosion, smoke and smudge, aircraft and motor vehicle damage, accident, strikes, riots, civil commotion, burglary, vandalism, and theft. Furthermore, any damage resulting from operation of the Equipment outside of or beyond the manufacturer's or Insurance Underwriter's specifications, or other relevant governing body, for protection of the Equipment and its operators, will be the sole responsibility of the Lessee.

The Equipment shall at all times be at the Lessee's risk and, unless waived in writing by the Lessor, at the Lessee's sole expense shall be covered and insured by an all risk insurance policy to the full insurable value of the Equipment, including 3rd party liability coverage. Lessee shall also maintain public liability and property damage insurance in respect of the use, operation and possession of the Equipment and the ownership thereof by the Lessor with insurers satisfactory to Lessor, in such form and limits of liability as Lessor may from time to time reasonably require. Lessee assumes all responsibility and obligations beyond the full insurable value of the Equipment if the full insurable value of the Equipment falls short of the full replacement value of the Equipment. If the Lessor waives such all risk insurance coverage, the Equipment shall be deemed to be self-insured by the Lessee and the Lessee shall be responsible to pay to the Lessor any loss suffered by the Lessor as a result of the loss or damage to the Equipment.

Lessee's responsibility and accountability for complete insurance on the Equipment (as previously outlined) commences upon acceptance of the Equipment by the Lessee from the supplier (or other) and remains in effect until such time as when the Equipment is physically returned to the Lessor, or purchased by, with title transferred to, the Lessee.

insurance shall name Lessor, and any assignee designated by Lessor, as additional named insureds and loss payees. Lessee shall furnish a certificate of insurance from the insurer as evidence of compliance with this paragraph. Lessee shall further cause the insurer to give Lessor, and any assignee thirty (30) days advance notice of any cancellation of the insurance coverage. In the event there is a lapse of insurance coverage, or in the event Lessee fails to provide the coverage required, Lessor shall have the right to procure such insurance coverage, which, in its sole discretion, it may deem appropriate and Lessee agrees to immediately reimburse Lessor upon notification by Lessor of the costs thereof. If the Equipment, or any part thereof, is damaged by any cause, Lessee shall promptly cause such damage to be repaired at its expense restoring the Equipment, or any part thereof which may be damaged, to its previous condition. If the Equipment, or any part thereof which may be damaged, cannot be repaired, or is lost or destroyed, Lessee shall promptly replace such Equipment, or any part thereof, with similar Equipment by the same manufacturer, whether new or used, acceptable to Lessor. Where damage or loss to the Equipment occurs, and the Equipment cannot be reasonably repaired or replaced, Lessee agrees to first seek recovery on all available insurance to cover the loss sustained. To the extent that the loss or damage is not covered by insurance, Lessee agrees to reimburse Lessor for the loss. Lessor agrees to cooperate in a non-monetary way in, and Lessee agrees to fund all necessary steps in pursuit of a claim against the manufacturer or such other responsible party to recover the damage or loss sustained. Lessee agrees to indemnify and hold the Lessor harmless for any liability incurred by the Lessor for loss, cost, expense, penalty or damages whether asserted in contract, tort, equity or any other theory of recovery against the Lessor as a result of such proceedings.

The Lessee agrees that:

(a) the obligation of Lessee to pay rental or any other payments continues without abatement or set-off in all circumstances and shall not be affected by any reason whatsoever, including, without limitation, by reason of any defect in or any damage to or partial loss or total loss or destruction of all or any part of the Equipment from any cause, the interference with use by any person claiming otherwise than through Lessor, the improper installation or use of the Equipment, the failure of the Equipment to operate, the failure of the Equipment to perform to its specifications, or the invalidity or unenforceability or lack of due authorization of the Agreement or Equipment Schedule and regardless of any claim in the nature of set off or compensation that might be made by the Lessee against the Lessor or any assignee under the Agreement or Equipment Schedule or otherwise, or against any vendor, supplier or manufacturer of the Equipment,

(b) Lessor hereby appoints Lessee as its agent for the purpose of, and Lessee shall make claims available for recovery or damages with respect to the Equipment, against the supplier, vendor or manufacturer of the Equipment and Lessee shall nevertheless pay to Lessor, or its assignee, all Rent or any other payments specified in the Lease Schedule,

(c) If any of the Equipment is totally destroyed, the liability of Lessee to pay rent therefor may be discharged by Lessee paying to Lessor all of the amounts owing as defined in Section 13 (f)(i) less the net amount of any recovery actually received by Lessor to compensate for such loss or damage.

(d) Lessee hereby agrees to defend, indemnify and save harmless Lessor, and its agents and servants, officers and directors, its assignee or secured party from and against any and all liabilities, obligations, losses,

damages, penalties, claims, costs, expenses, including legal expenses, of any kind whatsoever, arising from or relating to the manufacture, order, acceptance or rejection, purchase, ownership, delivery, lease, possession, use, importation, installation, condition, sale, return or other disposition of the Equipment.

9. ALTERATIONS AND ATTACHMENTS: No material alterations, attachments or additions to the Equipment may be made that might diminish Equipment value or resale-ability, or alter Equipment performance as engineered without prior written approval of Lessor. All alterations, attachments or additions shall be at the sole expense of the Lessee. All alterations, attachments or additions made to the Equipment shall become the property of the Lessor except (i) if it can be removed without in any way damaging or impairing the Equipment, or (ii) as otherwise agreed in writing by the Lessor.

10. TRANSPORTATION AND INSTALLATION EXPENSES: All charges for the transportation, drayage, unpacking and rigging of the Equipment, to Lessee's premises, shall be paid by Lessee. Charges for the discontinuance, packing, transportation, drayage and rigging of the Equipment at the expiry or termination of the Equipment Schedule shall be borne by Lessee to such place as Lessor may reasonably direct. Lessee agrees to provide rent-free storage of the Equipment for up to ninety (90) days after the termination of the Equipment Schedule. Unless otherwise specified in the Equipment Schedule, Lessee shall be responsible for all Equipment installation charges.

11. DISCLAIMER OF LIABILITY:

Selection - Lessee acknowledges, represents and warrants that it has made the selection of the Equipment based on its own judgment and expressly disclaims any reliance upon any statements made by the Lessor. Lessee acknowledges that, without the assistance or advice of Lessor, it has determined its requirement for equipment, the design and specifications of the equipment which would be capable of fulfilling those requirements, the type and nature of equipment which is capable of performing to such specifications and the manufacturer and supplier of such equipment. It is the intention of the parties that the only obligation of the Lessor hereunder is to pay to the supplier of the Equipment the purchase price therefor and to provide to the Lessee, or its permitted assigns, the right, as against Lessor and those claiming through the Lessor, to maintain possession and use of the Equipment for the full term of the Lease Schedule.

Warranty and Disclaimer of Warranties - Lessor warrants to Lessee that, so long as Lessee shall not be in default of any of the provisions of the applicable Equipment Schedule neither owner, Lessor, nor any assignee or secured party of Lessor will disturb Lessee's quiet and peaceful possession of the Equipment and Lessee's unrestricted use thereof for its intended purpose. Lessor makes no other warranty, express or implied, as to any matter whatsoever, including, without limitation, the design or condition of the equipment, its merchantability or its fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Equipment or conformity of the Equipment to the provisions and specifications of any purchase order or orders relating hereto and, as to Lessor, Lessee leases the Equipment "as is". Lessor shall not be liable, to any extent whatsoever, for the selection, quality, condition, merchantability, suitability, fitness, operation or performance of the Equipment. Without limiting the generality of the foregoing, Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature (including strict liability in tort) caused, directly or indirectly, by the Equipment or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use or maintenance thereof, or any repairs, servicing or adjustments thereto, or any delay in providing or failure to provide any part thereof, or any interruption or loss of service or use thereof, or any loss of business, or any damage whatsoever and howsoever caused except for any such loss or damage caused by willful misconduct of Lessor, or its agents and representatives. Lessee agrees to assume all risk of harm or liability including any loss, cost, expense, penalty or damages with respect to the Equipment leased. Lessee agrees not to assert any claim over or commence legal proceedings against the Lessor to recover amounts Lessee is required to pay on a judgement, pre-trial settlement or arbitration award.

12. ASSIGNMENTS AND SECURITY INTERESTS: Lessee acknowledges that Lessor might pledge the Equipment and grant a security interest therein so long as such security interest shall not interfere with the right of Lessee hereunder as long as Lessee shall not be in default hereunder. Lessee agrees that upon notice by any assignee or secured party, Lessee shall begin making payments under the Equipment Schedule directly to the secured party or assignee, or such other persons as Lessor shall direct. The Lessee agrees that Lessor's grant of the security interest in the Equipment, or the assignment of any Equipment Schedule, shall not be construed to be an assumption by the secured party or the assignee of Lessor's obligations under this Agreement.

Lessor may from time to time, without notice to Lessee, appoint any member of the Lessor as its representative to carry out any matters related to its rights, benefits, obligations and liabilities under this Lease and the Lessee is hereby directed to deal with such appointed representative.

13. DEFAULT: If, (i) Lessee fails to make any rent payment within five (5) days after such payment has not been made when due; if (ii) Lessee fails to make any other payment or perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure shall continue

unremedied for a period ending on the earlier of fifteen (15) days after written notice thereof by Lessor and such lesser period of time as shall be required to avoid such default jeopardizing cost or continued existence of any warranty by any manufacturer or supplier of the Equipment or any insurance in relation to the Equipment; or (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; or (iv) Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver or commence proceedings seeking protection under the Companies Creditors Arrangement Act or the Bankruptcy and Insolvency Act, or a trustee or a receiver shall be appointed for Lessee or for a substantial part of its property without its consent and shall not be dismissed within a period of fifteen (15) days, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee and, if instituted against Lessee, shall not be dismissed within a period of fifteen (15) days; (v) Lessee ceases, or it is reasonable to conclude that it intends to cease, to carry on business; (vi) Lessee voluntarily or involuntarily parts with possession of the Equipment or any part thereof, (vii) Lessee commits any act that may lead to the reduction in value of the Equipment (normal wear and tear excepted) including, without limitation, failure to maintain the Equipment pursuant to the terms hereof, or (viii) Lessor in good faith believes that the ability of Lessee to pay or perform any term hereof is impaired or that the Equipment is in danger of being lost, damaged or confiscated, then upon the occurrence of any such event, Lessor may at its option declare the Equipment Schedule to be in default and may do one or more of the following:

(a) at its sole discretion, terminate this Lease,

(b) take possession of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law, Lessee hereby waiving any and all damages occasioned by such taking of possession, and sell, lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions, including deferred payment, as Lessor may deem fit;

(c) at its option, in the name of and as the irrevocably appointed agent and attorney for Lessee (which appointment Lessee hereby confirms), and without terminating or being deemed to have terminated this Lease, take possession of the Equipment and proceed to lease or sublease the Equipment to any other person on such terms and conditions, for such rental and for such period of time as Lessor may, acting reasonably and in good faith, deem fit and receive such rental and hold the same (all such rental hereby being assigned to Lessor by Lessee for such purpose) and apply the same against any monies expressed to be payable from time to time by Lessee hereunder, and to enforce the obligation of the Lessee to complete the payments required pursuant to the terms hereof, subject only to the offset of the rental monies received pursuant to the lease or sublease arrangements of the Lessor pursuant to the terms of this paragraph,

(d) in its discretion do all acts and make all expenditures arising from such default and Lessee shall forthwith upon demand reimburse Lessor for any and all expenditures with interest at the rate of eighteen percent (18%) per annum, default interest shall be calculated on a daily basis and compounded monthly,

(e) without prejudice to the agreement of the Lessor and the Lessee that the arrangements between them shall be that of lease, and not that of finance, and recognizing that the expressions used herein, shall be interpreted as expressions relevant to the relationship of Lease, appoint in writing any person to be a receiver, manager or agent of the Equipment, including any rents and profits thereof, and may remove any receiver, agent or manager and appoint another instead thereof, and such agent, receiver or manager so appointed shall have the power to take possession of the Equipment and to carry on or concur in carrying on the business of Lessee, and to sell or concur in selling the Equipment or any part thereof. Any such receiver, manager or agent so appointed shall for all purposes be deemed to be the agent of Lessee. Lessor may from time to time fix the remuneration of such agent, receiver or manager. All monies from time to time received by such receiver, agent or manager shall be paid first in discharge of all rents, taxes, rates, insurance premiums and outgoings affecting the Equipment, secondly in payment of the remuneration due thereto as receiver (including all legal expenses incurred), thirdly in keeping in good standing any liens and charges on the Equipment prior to the security constituted by this Lease, and fourthly in or toward payment of such parts of the indebtedness and liability of Lessee to Lessor as to Lessor seems best, and any residue of such moneys so received shall be paid as required by law.

(f) in addition to any other right or remedy which it may have at law or in equity, to proceed to the recovery of liquidated damages which as between the parties hereto shall be conclusively deemed to be a genuine pre-estimate of the damages suffered by Lessor in the circumstances and not a penalty and which liquidated damages shall be calculated as follows

(i) the aggregate of: (a) the present value of the remaining rental, additional rent and other charges, if any, owing by Lessee, including all billed and unpaid rentals, to the end of the term of lease and (b) the present value of the residual value of the Equipment, if any, which Lessor expected to receive at the expiry of the term of lease, which is equal to the Fair Market Value of the

Equipment as set out in the Equipment Schedule, calculated in each case by discounting such amounts at the rate of the bid side yield as quoted at Equipment Schedule inception on Government of Canada Bonds (or other, in keeping with the benchmark used at Equipment Schedule inception) having a term corresponding to the term remaining on the lease at the time of default; then

(ii) by deducting from the sum calculated according to paragraph (i) of this subparagraph (f) the net proceeds of the sale, leasing or other disposition of the Equipment after deduction of Lessor's cost of disposition provided that if Lessor has not sold, leased or otherwise disposed of the Equipment at the time of any proceeding to recover such liquidated damages, there shall be no deduction, but Lessor shall, upon the sale, lease or other disposition of the Equipment, refund to Lessee forthwith an amount equal to the deductions that would have been made but for this proviso.

To the extent permitted by law, Lessee waives the benefit of any statute, including *The Limitation of Civil Rights Act* (Saskatchewan), which restricts Lessor's enforcement right to the recovery of money due and owing under this Lease, to taking possession of the Equipment, or to the choice between such recovery or taking possession. Where such a waiver is effective, taking possession of the Equipment, its surrender, or its subsequent sale, shall not affect and shall not be affected by Lessor's right to sue Lessee, his guarantor or indemnitor, for money due and owing on the contract.

Lessee shall be liable for any and all unpaid additional rent due hereunder before, after or during the exercise of any of the foregoing remedies and for all legal fees and other costs and expenses of any nature whatsoever incurred by reason of the occurrence of any event of default or the exercise of Lessor's remedies in respect thereof, including all costs and expenses incurred in connections with the repair or refurbishing of the Equipment. The sale by Lessor of any Equipment as aforesaid shall terminate the lease of the sold Equipment, but no entry, possession, lease, or sub-lease, or sale of any Equipment or any repudiation shall otherwise terminate the lease of any Equipment or terminate this Agreement and no such action or any sale shall prejudice the right of Lessor to recover damages as aforesaid or otherwise affect its rights and remedies hereunder. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. The obligations of Lessee under this section shall survive any termination of this Agreement.

14. RIGHT OF INSPECTION: Lessee shall permit persons designated by Lessor to examine the Equipment from time to time during the Lessee's regular business hours. Lessee will immediately notify Lessor of any occurrence affecting the proper operation of the Equipment. Lessee agrees to co-operate with Lessor, its assigns or any secured party, including any insurer, in providing the names and addresses of any persons injured, witnesses and owners of property damaged, and such other information as may be known to Lessee or its employees and shall promptly advise Lessor of all correspondence, paper, notices and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to the improper manufacture, operation or functioning of the Equipment or any part thereof charging Lessor with any liability and shall aid in the investigation and defense of all such claims and aid in the recovery of any damages to the Equipment from third persons who may be liable therefor.

15. ASSIGNMENT: This Agreement and all Equipment Schedules shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. The Lessee, however, may not assign any interest in this Agreement or any Equipment Schedule, or sublet the Equipment or any part thereof, without first having secured the prior written consent of Lessor, its successors or assigns. Lessee acknowledges that the terms and conditions of this Agreement and the Equipment Schedules to be executed in connection therewith have been fixed in anticipation of the possible assignment or assignments of all or a portion of Lessor's rights under each Agreement or Equipment Schedule and Lessor's granting of a security interest in the Equipment, or any part thereof, to secure such assignment, and the Lessee specifically agrees to accept and be bound by any notice of assignment or grant of security interest as to the Agreement or Equipment Schedule and the Equipment forthwith upon notice of such from the Lessor. No assignment or grant of security interest by the Lessor, or any assignee of the Lessor, requires any consent of the Lessee.

16. DELIVERY: Any notices of demand required or permitted by law or any provisions of this Agreement or any Equipment Schedule or any Acceptance Certificate shall be in writing and shall be deemed to have been delivered by: (i) depositing same in the Canadian mail addressed to the party concerned at the address set forth above, or at such other address as Lessor or Lessee may designate in writing hereafter, (ii) sent by telecopier or facsimile, or (iii) delivered by courier or other personal delivery. Notices shall be deemed received on the third day following deposit in the Canadian Mail, two (2) hours after transmission by telecopier or facsimile or the date of delivery, if delivered.

17. SURRENDER OF EQUIPMENT: On or before the last day of the term of the lease for each Equipment Schedule, Lessee will return the Equipment to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, at such place as Lessor may reasonably direct. The Lessee shall pay

to the Lessor, promptly upon demand any costs paid by Lessor to refurbish the Equipment to such condition. Lessee shall at its own expense cause the manufacturer of the Equipment, or other qualified personnel, to supervise the dismantling, packing, crating and loading the Equipment and shall use a carrier approved by Lessor. Lessee agrees to provide ninety (90) days rent-free storage of Equipment. Lessee agrees that any name or other identification of Lessee shall be removed from the Equipment upon its return. The Equipment shall be free and clear of all liens and encumbrances (Lessor's excepted).

18. MISCELLANEOUS:

A. The parties hereto agree that this Agreement and each Equipment Schedule shall be governed by the laws of the Province of Ontario. If any portion or provision shall be deemed to be unenforceable such unenforceability shall not affect the remaining terms and provisions hereof. The parties irrevocably attorn to the jurisdiction of the courts of Ontario.

B. All of the covenants, agreements, provisions and conditions of this Agreement and Equipment Schedules shall enure to the benefit of and be binding upon the parties hereto and to their successors, legal representatives, and permitted assigns.

C. Each party represents to the other that this Agreement and all Equipment Schedules have been authorized by all necessary corporate, partnership or other necessary action and each has the full power and authority to enter into and perform the terms thereof.

D. This Agreement and any Equipment Schedule and any attached schedule, rider, or addenda thereof shall constitute the sole and entire agreement between the parties regarding the subject matter thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except in writing signed by the party against whom such alteration, modification, termination or discharge is sought.

E. Lessee hereby agrees to furnish financial statements for each of Lessee and Guarantor (if any) as reasonably requested by Lessor, in the form prepared by each of them in the ordinary course of business. The parties hereto agree that the information contained in, or supplied pursuant to, this Agreement and all Equipment Schedules is confidential and may not be disclosed by any party except for purposes of enforcement of this Agreement and any Equipment Schedules or as may be required by law or as may be reasonably required by the Lessor for purposes of undertaking financing arrangements with any secured party or assignee provided that such secured party or assignee undertakes to maintain such information in confidence.

F. No omission or delay, by Lessor at any time to enforce any right or remedy reserved to it, or to require the performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.

G. Lessee authorizes Lessor to insert in each Equipment Schedule the serial number and other identifying data of the Equipment.

H. To the extent permitted by law or statute, Lessee, being fully aware of the rights and benefits afforded to it by statute, hereby waives the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to conditional sales, or regulatory credit, and of any regulations made thereunder in any and all provinces of Canada, which would, in any manner, affect, restrict or limit the rights of Lessor hereunder including, without limitation, all of its rights, benefits and protection given by section 19 to 24 of the Sale of Goods on Condition Act of British Columbia as amended, section 49 of the Law of Property Act of Alberta as amended, the Seizures Act of Alberta, and the provisions of the Limitation of the Civil Rights Act of Saskatchewan, as amended. Lessee also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any rights to demand security for costs in the event of litigation.

I. The parties hereby confirm their express wish that the Agreement, Equipment Schedule(s), and all documents related thereto be drawn in English. Les parties reconnaissent leur volonté expresse que la présente convention de location ainsi que tous les documents qui s'y attachent soient rédigés en langue anglaise.

J. Condonation, Forgiveness, Waiver or Forbearance: Any condonation, forgiveness, waiver or forbearance must be in writing. If Lessor engages the services of a solicitor to enforce any right under this Agreement, its solicitor and client costs shall be forthwith paid on demand by Lessee to Lessor.

K. Notice of Name Change: Lessee shall notify Lessor of any change to its name immediately upon such change occurring.

L. Acknowledgment: Lessee acknowledges executing this Lease in three (3) copies and further acknowledges receipt of a fully executed copy of this Lease.

M. **Registration of Interest:** Notwithstanding Lessor's capacity as lessor under this Agreement, Lessor shall have the right to file or register this Lease (Agreement or Schedule(s)) or a notice thereof wherever Lessor deems it to be appropriate and to do so without prejudice to its position as Lessor. Lessee waives any right it may have to receive a copy of any financing statement, financing change statement, verification statement or similar document registered in respect to this Lease (Agreement or Schedule(s)) or any amendment, supplement, renewal or replacement of it. It is specifically agreed between the Lessor and the Lessee that this is an agreement of Lease, and is not intended as an agreement of finance grant of security interest. Any registration made by the Lessor, shall be solely for the purpose of recording the interest of the Lessor, and shall not be taken as an election to treat the agreement of Lease as an agreement for the purposes of finance and the creation of security.

N. This Agreement is non-cancellable and each Lease Schedule shall continue for the full term set out in such schedule without right to cancel, terminate or prepay, except as agreed by the Lessor.

19. SPECIAL PROVISIONS AND DELETIONS:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 1st day of October 2009.

The persons signing below for the Lessee and Lessor are duly and properly authorized to so sign and bind the Lessee and Lessor respectively.


SCOTT CAPITAL GROUP INC.
(Lessor)


Authorized Signature

Print: Brian J. J. J.

Title: Vice President Finance

COW HARBOUR CONSTRUCTION LTD.
(Lessee)


Authorized Signature

Print: Alphonsie Hutchings

Title: President



CAPITAL GROUP INC.

MASTER EQUIPMENT LEASE SCHEDULE

LESSEE: COW HARBOUR CONSTRUCTION LTD. (herein called "Lessee")

SCHEDULE NUMBER: 001

LEASE NUMBER: 6049520

LESSOR: SCOTT CAPITAL GROUP INC. (herein called "Lessor")

1. Lessor hereby leases to Lessee, the Equipment hereinafter described, in consideration of the rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in that certain Master Equipment Lease, Lease No 6049500 entered into between Lessor and Lessee as of the 1st day of October, 2009.
2. Rental Payments will be made via Pre-authorized Payment at the rate shown below starting with a payment due on the Effective Date shown below and payments thereafter on the 1st day of each calendar month or other interval as specified.

Rental Term: 60 months

Payment Interval: Monthly

Effective Date shall be: October 1, 2009

Payments are due: In advance

Expiry Date: September 30, 2014

Rental Payment (excluding taxes): \$10,469

3. Special Provision(s): *Lessee acknowledges that Equipment is leased without any guarantee or warranty as to performance and that Lessor is held harmless as described in the terms of the Master Equipment Lease.
4. End of Term Options:
 - Continue to lease the Equipment monthly at the same rental.
 - Continue to lease the Equipment for a fixed term of 24 months at a rental reduced to 60% of the original rent*
 - Return the Equipment with no further rental obligation, subject to Lessor's Return Provisions.
 - Purchase Equipment for estimated "Fair Market Value", which the Lessor and Lessee agree is 25% of Original Capital Cost.
5. The within Equipment Schedule constitutes an agreement to lease in accordance with, and subject to, the provisions of the Master Equipment Lease Agreement. The within Equipment Schedule shall constitute a separate and independent agreement to lease, subject to the application of the terms and conditions of the Master Equipment Lease Agreement. The terms and conditions of the Master Equipment Lease Agreement shall govern the relationship, and the agreement of lease, as between the Lessor and the Lessee, other than as modified by the specified terms and conditions herein set forth and the terms and conditions thereof are hereby deemed to be incorporated herein.
6. In the absence of an Acceptance Certificate, the Accumulation Charge as referenced in Section 4 of the Master Equipment Lease shall be calculated as a per diem rate based upon an equivalent per annum rate of 9% applied to any payment made by Lessor or its Assigns to a supplier or other, from the date of said payment to the date of the commencement of this Lease Schedule, to be billed separately and payable upon receipt.
7. The execution of the within Master Equipment Lease Schedule confirms acceptance of the Equipment described herein and the unconditional commencement of the lease terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on October 1, 2009.

The persons signing below for the Lessee and Lessor are duly and properly authorized to so sign and bind the Lessee and Lessor respectively.

SCOTT CAPITAL GROUP INC. (Lessor)

**COW HARBOUR CONSTRUCTION LTD.
(Lessee)**

Authorized Signature

NAME

Brian Kragt

TITLE

Vice President Finance

Authorized Signature

NAME

AL Phonsie Hestchery

TITLE

President

EQUIPMENT

LOCATION	QTY	MAKE/MODEL & DESCRIPTION	SERIAL NUMBER	COST
Fort McMurray, Alberta	1	2009 Aspen 225 Ton Single Axle Off-Highway Transporter Model#: OH225-1	21-27919	\$559,951.00

RETURN PROVISIONS:

Such Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances, and claims (Liens).

If any Item(s) of Equipment is not, at the time of return, in Lessor's opinion, in compliance with the conditions hereinafter described, a mutually acceptable independent appraiser (or if no such appraiser has been selected within 15 days prior to the expiration or earlier termination of the Lease, a representative of Aspen Custom Trailers with authority to conduct complete inspections and valuations or equivalent specialist) shall be appointed to inspect the equipment for the purpose of determining the repairs, additions or replacements, if any, which are necessary to place the Equipment in the condition hereinafter described.

Should Lessor require inspection, Lessor shall pay all fees, charges, costs and expenses related to such inspection. Lessee shall be solely responsible for paying for all repairs, replacements, and additions required as a consequence of such inspection; which repairs, replacements and additions shall be effectuated by Lessee.

Should Lessor require an inspection, inspection must be completed and repairs agreed upon seven days prior to lease expiration or termination. In the event any repairs, replacements, or additions required hereunder are not completed within seven days after the lease expiration or termination of the applicable Lease term, Lessee shall pay to Lessor interim rent equal to the daily rent equivalent of the periodic rent set forth in the Lease Schedule covering the Equipment involved for each day in excess of the Lease term until the repairs, replacements, and additions required hereunder are effectuated. Said payment shall be made on the date said Items of Equipment are returned to the Lessor, but no less frequently than monthly.

At the time of return, each item(s) of Equipment shall:

1. Be free of all advertising or insignia placed thereon by Lessee.
2. Be in compliance with all the applicable federal, provincial and local laws and regulations, including safety standards.
3. Equipment shall look and perform as new in a clean appearance, reasonable wear and tear excepted.
4. Be mechanically and structurally sound in all applications including electrical, hydraulic systems. Electrical systems to include electrical circuits, electrical engines and supporting electrical systems. Hydraulic systems to include hydraulic motors, pumps, lines and tractor connections if applicable.. This includes any gensets (power generation units) and support systems included as part of the trailer for the operation of the trailer or any of its accessories.
5. All air lines shall be free from stress or cracks. All connections designed for tractor connections must be operational to manufacturer's specifications.
6. Be site worthy under full payload in all axles and frame rails, in straight and true alignment, and able to perform all functions as designed by the manufacturer to the manufacturer's full specifications.
7. King Pin shall be free and clear of any stress cracks, excessive wearing, scrubbing or visible fatigue. If certification of the king pin is required, it must comply.
8. Be returned to Lessor with all accessories in good working order. This includes any ramps/beavertails that were supplied as original equipment.
9. Decking shall be free of damage beyond reasonable wear and tear. Wood must be clear of any rot or structural damage. Fasteners of wood decking must comply with manufacturer specification.
10. Include records of all maintenance performed in compliance with manufacturer's specifications.
11. Shall have no missing or damaged parts or accessories. Replacement parts (if any) of no less grade or quality than on original equipment.
12. Have no cracked, stressed, or bent frames, drive train, or undercarriage damage;
13. All aspects of brake system to be in good working order.
14. Lessee agrees to provide rent-free storage for the Equipment for at least 90 days following termination of this lease schedule (or any extension hereto).
15. Equipment to be disassembled for storage and or transport and transported at the expense and under the sole responsibility of the Lessee to a location designated by the Lessor not to exceed 500 miles from where the Equipment was domiciled.
16. All safety equipment is to be operational as specified by the manufacturer at time of sale.
17. Equipment shall not sit on open rim with no rubber. Tires must hold air and be installed on equipment at all times during lease and during the rent-free storage for the Equipment during the 90 days following any termination of this lease. Sidewall of tires must be free and clear of cracks, scrubbing that may cause tire failure, cuts, rips and tears and or foreign objects that may have entered the sidewalls of the tires. Tread wear on tires not to be less than 50% of useful life expectancy of the tires and tires supplied with the equipment must meet or exceed the manufacturer's specifications for tire compatibility with this equipment.

SECURITY DEPOSIT

A Security Deposit in the amount of \$55,995.10 (equal to 10% of the capital cost of the equipment) shall be due at the signing of this Master Equipment Lease Schedule. In the event of default (as described more fully in Section 13 of the Master Lease Agreement) this Security Deposit will be retained by the Lessor not as a penalty, but as liquidation damages. Upon expiry of this Master Equipment Lease Schedule, or any extensions thereto (whichever is later), provided Lessee is not in default, and has fulfilled or exceeded all Return Provisions as aforementioned, the Security Deposit in relation to the Equipment outlined in this Master Equipment Lease Schedule shall be refunded to the Lessee.

PRE-AUTHORIZED PAYMENT

Monthly rental payments to be made via the pre-authorized payment system (PAP).

The aforementioned acknowledged and initialed by:

A.H.

LESSEE



CAPITAL GROUP INC.

MASTER EQUIPMENT LEASE SCHEDULE

LESSEE: COW HARBOUR CONSTRUCTION LTD. (herein called "Lessee")

SCHEDULE NUMBER: 002

LEASE NUMBER: 6049520

LESSOR: SCOTT CAPITAL GROUP INC. (herein called "Lessor")

1. Lessor hereby leases to Lessee, the Equipment hereinafter described, in consideration of the rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in that certain Master Equipment Lease, Lease No 6049500 entered into between Lessor and Lessee as of the 1st day of October, 2009.
2. Rental Payments will be made via Pre-authorized Payment at the rate shown below starting with a payment due on the Effective Date shown below and payments thereafter on the 1st day of each calendar month or other interval as specified.

Rental Term:	48 months	Payment Interval:	Monthly
Effective Date shall be:	November 1, 2009	Payments are due:	In advance
Expiry Date:	October 31, 2013	Rental Payment (excluding taxes):	\$18,183.83

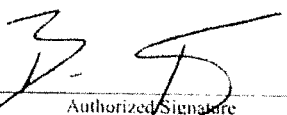
3. Special Provision(s): *Lessee acknowledges that Equipment is leased without any guarantee or warranty as to performance and that Lessor is held harmless as described in the terms of the Master Equipment Lease.
4. End of Term Options:
 - Continue to lease the Equipment monthly at the same rental.
 - Continue to lease the Equipment for a fixed term of 24 months at a rental reduced to 55% of the original rent*
 - Return the Equipment with no further rental obligation, subject to Lessor's Return Provisions.
 - Purchase Equipment for estimated "Fair Market Value", which the Lessor and Lessee agree is 20% of Original Capital Cost.
5. The within Equipment Schedule constitutes an agreement to lease in accordance with, and subject to, the provisions of the Master Equipment Lease Agreement. The within Equipment Schedule shall constitute a separate and independent agreement to lease, subject to the application of the terms and conditions of the Master Equipment Lease Agreement. The terms and conditions of the Master Equipment Lease Agreement shall govern the relationship, and the agreement of lease, as between the Lessor and the Lessee, other than as modified by the specified terms and conditions herein set forth and the terms and conditions thereof are hereby deemed to be incorporated herein.
6. In the absence of an Acceptance Certificate, the Accumulation Charge as referenced in Section 4 of the Master Equipment Lease shall be calculated as a per diem rate based upon an equivalent per annum rate of 9% applied to any payment made by Lessor or its Assigns to a supplier or other, from the date of said payment to the date of the commencement of this Lease Schedule, to be billed separately and payable upon receipt.
7. The execution of the within Master Equipment Lease Schedule confirms acceptance of the Equipment described herein and the unconditional commencement of the lease terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on October 30, 2009.

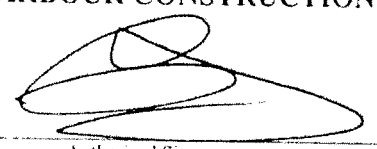
The persons signing below for the Lessee and Lessor are duly and properly authorized to so sign and bind the Lessee and Lessor respectively.

SCOTT CAPITAL GROUP INC. (Lessor)

COW HARBOUR CONSTRUCTION LTD.
(Lessee)



Authorized Signature
NAME Brian Fatt
TITLE Vice President Finance



Authorized Signature
NAME ALPHONSE HUTCHINGS
TITLE PRESIDENT & CEO

EQUIPMENT				
LOCATION	QTY	MAKE/MODEL & DESCRIPTION	SERIAL NUMBER	COST
Fort McMurray, Alberta	1 New	HM EX5500 BUCKET N024 09H15229 HITACHI 35.5 CU.YARD SHOVEL BUCKET MARK VDI43140 FF100034 COMPLETE WITH ESCO LOADMASTER CAST LIP (6)112K POINTS,(5) TOP LOCK SHROUDS,(6) ESCO 5 SERIES POSILOK ADAPTERS & BCKT WEAR PACKAGE	FF100034	\$801,249.96

RETURN PROVISIONS:

Such Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances, and claims (Liens).

If any Item(s) of Equipment is not, at the time of return, in Lessor's opinion, in compliance with the conditions hereinafter described, a mutually acceptable independent appraiser (or if no such appraiser has been selected within 15 days prior to the expiration or earlier termination of the Lease, a representative of Wajax Industries with authority to conduct complete inspections and valuations or equivalent specialist) shall be appointed to inspect the equipment for the purpose of determining the repairs, additions or replacements, if any, which are necessary to place the Equipment in the condition hereinafter described.

Should Lessor require inspection, Lessor shall pay all fees, charges, costs and expenses related to such inspection. Lessee shall be solely responsible for paying for all repairs, replacements, and additions required as a consequence of such inspection; which repairs, replacements and additions shall be effectuated by Lessee.

Should Lessor require an inspection, inspection must be completed and repairs agreed upon 30 days prior to lease expiration or termination. In the event any repairs, replacements, or additions required hereunder are not completed within seven days after the lease expiration or termination of the applicable Lease term, Lessee shall pay to Lessor interim rent equal to the daily rent equivalent of the periodic rent set forth in the Lease Schedule covering the Equipment involved for each day in excess of the Lease term until the repairs, replacements, and additions required hereunder are effectuated. Said payment shall be made on the date said Items of Equipment are returned to the Lessor, but no less frequently than monthly.

At the time of return, each item(s) of Equipment shall:

1. Be free of all advertising or insignia placed thereon by Lessee.
2. Be in compliance with all the applicable federal, provincial and local laws and regulations, including safety standards.
3. Equipment shall look and perform as new in a clean appearance, reasonable wear and tear excepted.
4. Be mechanically and structurally sound in all applications
5. Be site worthy under full payload in all applications designed for, and able to perform all functions as designed by the manufacturer to the manufacturer's full specifications.
6. Hydraulic pistons, cylinders, valves, hoses, connections as part of this bucket are to be free of stress, fatigue, cracks and leaks. All aspects of the cylinders and hydraulic system that supports cylinder must operate and function as specified by the manufacturer. System shall perform under full load and hold position in place without drop that is reasonable under manufacturer's specifications for the hydraulic systems of the bucket.
7. Teeth of the bucket must be new or new condition.
8. All pins and bushings must be inspected regularly through the duration of the lease by lessee. Steel construction of the bucket, pins and bushings shall not show fatigue and be certified if applicable.
9. Wear package must be installed and function according to manufacturer's specifications. Wear packages must be inspected and replaced on the bucket every 11,000 useful hours. Lessee agrees to monitor wear packages to ensure there is no undue stress to the actual bucket caused by fatigue or excessive wearing of the wear package itself.
10. Be returned to Lessor with all accessories in good working order.
11. Include records of all maintenance performed in compliance with manufacturer's specifications.
12. Shall have no missing or damaged parts or accessories. Replacement parts (if any) of no less grade or quality than on original equipment.
13. Have no cracked, stressed, or bent components. Any welds performed to repair bucket during use by lessee, shall conform to manufacturer's specified welding practices for repair of excavator buckets.
14. Lessee agrees to provide rent-free storage for the Equipment for a minimum of 90 days following termination of this lease schedule (or any extension hereto).
15. Equipment to be disassembled for storage and/or transport and transported at the expense and under the sole responsibility of the Lessee to a location designated by the Lessor not to exceed 500 miles from where the Equipment was domiciled.
16. Any safety equipment is to be operational as specified by the manufacturer at time of original sale.
17. Equipment shall not sit on raw ground while in storage or waiting for removal. Equipment must be skidded. Storage of the bucket must meet or exceed the manufacturer's recommendations for storage of this type of bucket.

SECURITY DEPOSIT

A Security Deposit in the amount of \$160,250.00 (equal to 20% of the capital cost of the equipment) shall be due at the signing of this Master Equipment Lease Schedule. In the event of default (as described more fully in Section 13 of the Master Lease Agreement) this Security Deposit will be retained by the Lessor not as a penalty, but as liquidation damages. Upon expiry of this Master Equipment Lease Schedule, or any extensions thereto (whichever is later), provided Lessee is not in default, and has fulfilled or exceeded all Return Provisions as aforementioned, the Security Deposit in relation to the Equipment outlined in this Master Equipment Lease Schedule shall be refunded to the Lessee.

PRE-AUTHORIZED PAYMENT

Monthly rental payments to be made via the pre-authorized payment system (PAP).

The aforementioned acknowledged and initialed by:

A.H.
LESSEE



CAPITAL GROUP INC.

MASTER EQUIPMENT LEASE SCHEDULE

LESSEE: COW HARBOUR CONSTRUCTION LTD. (herein called "Lessee")

SCHEDULE NUMBER: 003

LEASE NUMBER: 6049520

LESSOR: SCOTT CAPITAL GROUP INC. (herein called "Lessor")

1. Lessor hereby leases to Lessee, the Equipment hereinafter described, in consideration of the rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in that certain Master Equipment Lease, Lease No 6049520 entered into between Lessor and Lessee as of the 1st day of October, 2009.
2. Rental Payments will be made via Pre-authorized Payment at the rate shown below starting with a payment due on the Effective Date shown below and payments thereafter on the 15th day of each calendar month or other interval as specified.

Rental Term:	48 months	Payment Interval:	Monthly
Effective Date shall be:	December 15, 2009	Payments are due:	In advance
Expiry Date:	December 14, 2013	Rental Payment (excluding taxes):	\$5,295

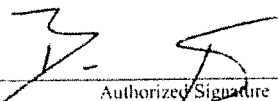
3. Special Provision(s): *Lessee acknowledges that Equipment is leased without any guarantee or warranty as to performance and that Lessor is held harmless as described in the terms of the Master Equipment Lease.
4. End of Term Options:
 - Continue to lease the Equipment monthly at the same rental.
 - Return the Equipment with no further rental obligation, subject to Lessor's Return Provisions.
 - Purchase Equipment for Fair Market Value.
5. The within Equipment Schedule constitutes an agreement to lease in accordance with, and subject to, the provisions of the Master Equipment Lease Agreement. The within Equipment Schedule shall constitute a separate and independent agreement to lease, subject to the application of the terms and conditions of the Master Equipment Lease Agreement. The terms and conditions of the Master Equipment Lease Agreement shall govern the relationship, and the agreement of lease, as between the Lessor and the Lessee, other than as modified by the specified terms and conditions herein set forth and the terms and conditions thereof are hereby deemed to be incorporated herein.
6. In the absence of an Acceptance Certificate, the Accumulation Charge as referenced in Section 4 of the Master Equipment Lease shall be calculated as a per diem rate based upon an equivalent per annum rate of 9% applied to any payment made by Lessor or its Assigns to a supplier or other, from the date of said payment to the date of the commencement of this Lease Schedule, to be billed separately and payable upon receipt.
7. The execution of the within Master Equipment Lease Schedule confirms acceptance of the Equipment described herein and the unconditional commencement of the lease terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on December 18, 2009.

The persons signing below for the Lessee and Lessor are duly and properly authorized to so sign and bind the Lessee and Lessor respectively.

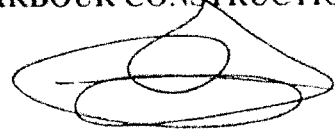
SCOTT CAPITAL GROUP INC. (Lessor)

COW HARBOUR CONSTRUCTION LTD.
(Lessee)


Authorized Signature

NAME BRIAN JAGT

TITLE Vice President Finance


Authorized Signature

NAME ALPHONSE HOTELLING

TITLE President

EQUIPMENT				
LOCATION	QTY	MAKE/MODEL & DESCRIPTION	VIN NUMBER	COST
Fort McMurray, Alberta	2 New	2010 Blue Bird Vision passenger Buses Model BBCV2311A including ISB Cummins 200 HP Diesel engine with Allison 2500 G4 transmission and Michelin XZE tires. Body Number L413761 and L413762. Colour-White.	1BAKBCPH7AF275048 1BAKBCPH9AF275049	\$117,000.00 \$117,000.00 \$234,000.00

RETURN PROVISIONS:

Such Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances, and claims (Liens).

If any Item(s) of Equipment is not, at the time of return, in Lessor's opinion, in compliance with the conditions hereinafter described, a mutually acceptable independent appraiser (or if no such appraiser has been selected within 15 days prior to the expiration or earlier termination of the Lease, a representative of Blue Bird Corporation with authority to conduct complete inspections and valuations or equivalent specialist) shall be appointed to inspect the equipment for the purpose of determining the repairs, additions or replacements, if any, which are necessary to place the Equipment in the condition hereinafter described.

Should Lessor require inspection, Lessor shall pay all fees, charges, costs and expenses related to such inspection. Lessee shall be solely responsible for paying for all repairs, replacements, and additions required as a consequence of such inspection; which repairs, replacements and additions shall be effectuated by Lessee.

Should Lessor require an inspection, inspection must be completed and repairs agreed upon 30 days prior to lease expiration or termination. In the event any repairs, replacements, or additions required hereunder are not completed within seven days after the lease expiration or termination of the applicable Lease term, Lessee shall pay to Lessor interim rent equal to the daily rent equivalent of the periodic rent set forth in the Lease Schedule covering the Equipment involved for each day in excess of the Lease term until the repairs, replacements, and additions required hereunder are effectuated. Said payment shall be made on the date said Items of Equipment are returned to the Lessor, but no less frequently than monthly.

At the time of return, each item(s) of Equipment shall:

1. Be free of all advertising or insignia placed thereon by Lessee.
2. Be in compliance with all the applicable federal, provincial and local laws and regulations, including safety standards.
3. Equipment shall look and perform as new in a clean appearance, reasonable wear and tear excepted.
4. Be mechanically and structurally sound (including engine and all components), roadworthy under full payload in all gears, in straight and true alignment, and able to perform all functions as designed by the manufacturer to the manufacturer's full specifications.
5. Include records of all maintenance performed in compliance with manufacturer's specifications.
6. Have engine and drive train components in good working condition with no less than 50% of the hourly time remaining before rebuild as recommended by the manufacturer, with no oil leaks, and able to perform all functions under full load in all gears as designed by the manufacturer to the manufacturer's full specifications.
7. Be in good repair and operating conditions and shall have no missing or damaged parts, lights, or accessories; with replacement parts (if any) of no less grade or quality than on original equipment.
8. Have no cracked, stressed, or bent frames, drive train, U-joints or undercarriage damage.
9. Equipment frame and motor mounts to be free and clear of any cracks or visible fatigue in the vertical or lateral cross members, bolt and accessory mounting holes or structural gussets of the frame rails or any attachments from the frame to bus body and bumpers.
10. Have no cracked brake drums and brake lining must meet ICC (or any other applicable) standards. All aspects of brake system to be in good working order.
11. Air Conditioning fully operational.
12. Exhaust System operating as new meeting all regulatory standards.
13. Have tires and wheels of identical type and size, balanced, and no less grade or quality than that which was originally on the Equipment, and all tires shall have tread of no less than 50% of original tread depth remaining, and shall have no cuts, flat spots, ply separations or sidewall damage.
14. All wheel bearings to meet manufacturers specifications.
15. Lessee agrees to provide rent-free storage for the Equipment for at least 90 days following termination of this lease schedule (or any extension hereto).
16. Equipment to be transported at the expense and under the sole responsibility of the Lessee to a location designated by the Lessor not to exceed 500 miles from where the Equipment was domiciled.
17. Windshields must meet Department of Transportation standards.
18. Equipment shall have no torn or ripped upholstery, headliners or floor coverings beyond normal wear and tear.
19. Have a maximum of 250,000 kms/bus at lease expiry. A per km charge of \$1.10/km will be applied to any overage. Each bus treated separately from the other when measuring and applying overage charges.

SECURITY DEPOSIT

A Security Deposit in the amount of \$46,800.00 (equal to 20% of the capital cost of the equipment) shall be due at the signing of this Master Equipment Lease Schedule. In the event of default (as described more fully in Section 13 of the Master Lease Agreement) this Security Deposit will be retained by the Lessor not as a penalty, but as liquidation damages. Upon expiry of this Master Equipment Lease Schedule, or any extensions thereto (whichever is later), provided Lessee is not in default, and has fulfilled or exceeded all Return Provisions as aforementioned, the Security Deposit in relation to the Equipment outlined in this Master Equipment Lease Schedule shall be refunded to the Lessee.

PRE-AUTHORIZED PAYMENT

Monthly rental payments to be made via the pre-authorized payment system (PAP).

The aforementioned acknowledged and initialed by:



LESSEE



CAPITAL GROUP INC.

MASTER EQUIPMENT LEASE SCHEDULE

LESSEE: COW HARBOUR CONSTRUCTION LTD. (herein called "Lessee")

SCHEDULE NUMBER: 004

LEASE NUMBER: 6049520

LESSOR: SCOTT CAPITAL GROUP INC. (herein called "Lessor")

1. Lessor hereby leases to Lessee, the Equipment hereinafter described, in consideration of the rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in that certain Master Equipment Lease, Lease No 6049520 entered into between Lessor and Lessee as of the 1st day of October, 2009.
2. Rental Payments will be made via Pre-authorized Payment at the rate shown below starting with a payment due on the Effective Date shown below and payments thereafter on the 1st day of each calendar month or other interval as specified.

Rental Term:	48 months	Payment Interval:	Monthly
Effective Date shall be:	February 1, 2010	Payments are due:	In advance
Expiry Date:	January 31, 2014	Rental Payment (excluding taxes):	\$16,717.20

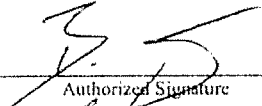
3. Special Provision(s): *Lessee acknowledges that Equipment is leased without any guarantee or warranty as to performance and that Lessor is held harmless as described in the terms of the Master Equipment Lease.
4. End of Term Options:
 - Continue to lease the Equipment monthly at the same rental.
 - Return the Equipment with no further rental obligation, subject to Lessor's Return Provisions.
 - Purchase Equipment for Fair Market Value.
5. The within Equipment Schedule constitutes an agreement to lease in accordance with, and subject to, the provisions of the Master Equipment Lease Agreement. The within Equipment Schedule shall constitute a separate and independent agreement to lease, subject to the application of the terms and conditions of the Master Equipment Lease Agreement. The terms and conditions of the Master Equipment Lease Agreement shall govern the relationship, and the agreement of lease, as between the Lessor and the Lessee, other than as modified by the specified terms and conditions herein set forth and the terms and conditions thereof are hereby deemed to be incorporated herein.
6. In the absence of an Acceptance Certificate, the Accumulation Charge as referenced in Section 4 of the Master Equipment Lease shall be calculated as a per diem rate based upon an equivalent per annum rate of 9% applied to any payment made by Lessor or its Assigns to a supplier or other, from the date of said payment to the date of the commencement of this Lease Schedule, to be billed separately and payable upon receipt.
7. The execution of the within Master Equipment Lease Schedule confirms acceptance of the Equipment described herein and the unconditional commencement of the lease terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on February 4, 2010.

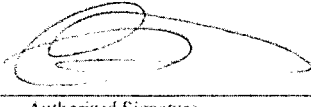
The persons signing below for the Lessee and Lessor are duly and properly authorized to so sign and bind the Lessee and Lessor respectively.

SCOTT CAPITAL GROUP INC. (Lessor)

COW HARBOUR CONSTRUCTION LTD.
(Lessee)



Authorized Signature
NAME Brian Jones
TITLE Vice President Finance



Authorized Signature
NAME Alphonse Hitching
TITLE President

EQUIPMENT				
LOCATION	QTY	MAKE/MODEL & DESCRIPTION	VIN/SERIAL NUMBER	COST
Fort McMurray, Alberta	1 New	2009 Western Star 4900SA Truck Model WB123086S complete with: Brutus tridem fuel and lube body for a tridem chassis VMAC Preditair 40 Compressor System	5KKPALAV49PAL3628 NM10SB1644 H400001CXJ003	\$152,556.00 \$179,860.00
	1 New	2009 Western Star 4900SA Truck Model WB123086S complete with: Brutus tridem fuel and lube body for a tridem chassis VMAC Preditair 40 Compressor System	5KKPALAV79PAL3624 NM10SB1643 H400001CXX001	\$152,556.00 \$179,860.00
				\$664,832.00

RETURN PROVISIONS:

Such Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances, and claims (Liens).

If any Item(s) of Equipment is not, at the time of return, in Lessor's opinion, in compliance with the conditions hereinafter described, a mutually acceptable independent appraiser (or if no such appraiser has been selected within 15 days prior to the expiration or earlier termination of the Lease, a representative of, or equivalent, from Western Star and Brutus respectively with authority to conduct complete inspections and valuations or equivalent specialist) shall be appointed to inspect the equipment for the purpose of determining the repairs, additions or replacements, if any, which are necessary to place the Equipment in the condition hereinafter described.

Should Lessor require inspection, Lessor shall pay all fees, charges, costs and expenses related to such inspection. Lessee shall be solely responsible for paying for all repairs, replacements, and additions required as a consequence of such inspection; which repairs, replacements and additions shall be effectuated by Lessee.

Should Lessor require an inspection, inspection must be completed and repairs agreed upon 30 days prior to lease expiration or termination. In the event any repairs, replacements, or additions required hereunder are not completed within seven days after the lease expiration or termination of the applicable Lease term, Lessee shall pay to Lessor interim rent equal to the daily rent equivalent of the periodic rent set forth in the Lease Schedule covering the Equipment involved for each day in excess of the Lease term until the repairs, replacements, and additions required hereunder are effectuated. Said payment shall be made on the date said Items of Equipment are returned to the Lessor, but no less frequently than monthly.

At the time of return, each item(s) of Equipment shall:

1. Be free of all advertising or insignia placed thereon by Lessee.
2. Be in compliance with all the applicable federal, provincial and local laws and regulations, including safety standards.
3. Equipment shall look and perform as new in a clean appearance, reasonable wear and tear excepted.
4. Be mechanically and structurally sound (including engine and all components), roadworthy under full payload in all gears, in straight and true alignment, and able to perform all functions as designed by the manufacturer to the manufacturer's full specifications.
5. Include records of all maintenance performed in compliance with manufacturer's specifications.
6. Have engine and drive train components in good working condition with no less than 50% of the hourly time remaining before rebuild as recommended by the manufacturer, with no oil leaks, and able to perform all functions under full load in all gears as designed by the manufacturer to the manufacturer's full specifications.
7. Be in good repair and operating conditions and shall have no missing or damaged parts, lights, or accessories; with replacement parts (if any) of no less grade or quality than on original equipment.
8. Have no cracked, stressed, or bent frames, drive train, U-joints or undercarriage damage.
9. Equipment frame and motor mounts to be free and clear of any cracks or visible fatigue in the vertical or lateral cross members, bolt and accessory mounting holes or structural gussets of the frame rails or any attachments from the frame to truck body and bumpers.
10. Have no cracked brake drums and brake lining must meet Department of Transport (or any other applicable) standards. All aspects of brake system to be in good working order.
11. Air Conditioning fully operational.
12. Exhaust System operating as new meeting all regulatory standards.
13. Have tires and wheels of identical type and size, balanced, and no less grade or quality than that which was originally on the Equipment, and all tires shall have tread of no less than 50% of original tread depth remaining, and shall have no cuts, flat spots, ply separations or sidewall damage.
14. All wheel bearings to meet manufacturers specifications.
15. Lessee agrees to provide rent-free storage for the Equipment for at least 90 days following termination of this lease schedule (or any extension hereto).
16. Equipment to be transported at the expense and under the sole responsibility of the Lessee to a location designated by the Lessor not to exceed 500 miles from where the Equipment is domiciled.
17. Windshields must meet Department of Transportation standards.
18. Equipment shall have no torn or ripped upholstery, headliners or floor coverings beyond normal wear and tear.
19. Bodies being placed on chassis must be true and aligned. Mounting brackets, gussets, connections, welds and welded seams must be free and clear of cracks, stresses, fatigue, excessive wearing.
20. Bodies must be free and clear of dents, cuts, cracks, holes, excessive wear and tear.

A-H

21. All doors, hinges, caps, locks and seals must be in good working order.
22. Sealed chambers in bodies must be free and clear of cracks, fatigue or excessive wear. All sealed chambers must hold acceptable levels of liquid pressure for its uses to hold liquids if applicable.
23. All chambers must be drained of any and all liquids prior to return. Chambers of body, chassis and attached accessories must be cleaned in a manner that is acceptable to Environment Canada and its agencies in charge of handling hazardous waste, fossilized liquids, contaminants, oils and gasses.
24. Any and all reels, hoses, nozzles, pumps, pressurized lines, vacuums, gensets, air cleaners and or systems and accessories must work to manufacturer's specifications and be free of fatigue or excessive wear. They must be certifiable for uses with gasses and lubricants by Environment Canada and its agencies in charge of any such certification if applicable.
25. If bodies are to be certified yearly, for handling oils and gasses, oil waste or environmentally sensitive bi-products, bodies must have current certification (90 days remaining or greater) upon return to the lessor.
26. Trucks to have a maximum of 16,000 hours per truck at lease expiry. A per hour charge of \$40/hr will be applied to any overage. Each truck treated separately from the other when measuring and applying overage charges.

SECURITY DEPOSIT

A Security Deposit in the amount of \$132,966.40 (equal to 20% of the capital cost of the equipment) shall be due at the signing of this Master Equipment Lease Schedule. In the event of default (as described more fully in Section 13 of the Master Lease Agreement) this Security Deposit will be retained by the Lessor not as a penalty, but as liquidation damages. Upon expiry of this Master Equipment Lease Schedule, or any extensions thereto (whichever is later), provided Lessee is not in default, and has fulfilled or exceeded all Return Provisions as aforementioned, the Security Deposit in relation to the Equipment outlined in this Master Equipment Lease Schedule shall be refunded to the Lessee.

PRE-AUTHORIZED PAYMENT

Monthly rental payments to be made via the pre-authorized payment system (PAP).

The aforementioned acknowledged and initialed by:

AW
LESSEE



CAPITAL GROUP INC.

MASTER EQUIPMENT LEASE SCHEDULE

LESSEE: COW HARBOUR CONSTRUCTION LTD. (herein called "Lessee")

SCHEDULE NUMBER: 005

LEASE NUMBER: 6049520

LESSOR: SCOTT CAPITAL GROUP INC. (herein called "Lessor")

1. Lessor hereby leases to Lessee, the Equipment hereinafter described, in consideration of the rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in that certain Master Equipment Lease, Lease No 6049520 entered into between Lessor and Lessee as of the 1st day of October, 2009.
2. Rental Payments will be made via Pre-authorized Payment at the rate shown below starting with a payment due on the Effective Date shown below and payments thereafter on the 1st day of each calendar month or other interval as specified.

Rental Term:	48 months	Payment Interval:	Monthly
Effective Date shall be:	February 1, 2010	Payments are due:	In advance
Expiry Date:	January 31, 2014	Rental Payment (excluding taxes):	\$7,190

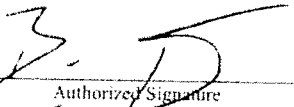
3. Special Provision(s): *Lessee acknowledges that Equipment is leased without any guarantee or warranty as to performance and that Lessor is held harmless as described in the terms of the Master Equipment Lease.
4. End of Term Options:
 - Continue to lease the Equipment monthly at the same rental.
 - Return the Equipment with no further rental obligation, subject to Lessor's Return Provisions.
 - Purchase Equipment for Fair Market Value.
5. The within Equipment Schedule constitutes an agreement to lease in accordance with, and subject to, the provisions of the Master Equipment Lease Agreement. The within Equipment Schedule shall constitute a separate and independent agreement to lease, subject to the application of the terms and conditions of the Master Equipment Lease Agreement. The terms and conditions of the Master Equipment Lease Agreement shall govern the relationship, and the agreement of lease, as between the Lessor and the Lessee, other than as modified by the specified terms and conditions herein set forth and the terms and conditions thereof are hereby deemed to be incorporated herein.
6. In the absence of an Acceptance Certificate, the Accumulation Charge as referenced in Section 4 of the Master Equipment Lease shall be calculated as a per diem rate based upon an equivalent per annum rate of 9% applied to any payment made by Lessor or its Assigns to a supplier or other, from the date of said payment to the date of the commencement of this Lease Schedule, to be billed separately and payable upon receipt.
7. The execution of the within Master Equipment Lease Schedule confirms acceptance of the Equipment described herein and the unconditional commencement of the lease terms.

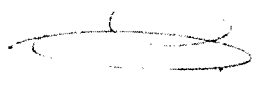
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on February 5, 2010.

The persons signing below for the Lessee and Lessor are duly and properly authorized to so sign and bind the Lessee and Lessor respectively.

SCOTT CAPITAL GROUP INC. (Lessor)

COW HARBOUR CONSTRUCTION LTD.
(Lessee)


Authorized Signature
NAME Brian Tait
TITLE Vice President - Finance


Authorized Signature
NAME Anthony H. H. H.
TITLE President

EQUIPMENT				
LOCATION	QTY	MAKE/MODEL & DESCRIPTION	VIN/SERIAL NUMBER	COST
Fort McMurray, Alberta	1 New	2009 Peterbilt 330 Truck with Diesel engine #46889455 complete with: 12'6" Brutus DM60S steel and aluminum service deck for a 108" CA medium duty chassis VMAC Preditair 60 Compressor System Cobra 5105KPH Crane	2NPNHM6X59M776918 NM10SD1648 H600002CYA013 14064	\$ 78,300.00 \$ 63,438.25
	1 New	2009 Peterbilt 335 Truck with Diesel engine #46892741 complete with: 13'6" Brutus DM60S steel and aluminum service deck for a 120" CA medium duty chassis VMAC Preditair 60 Compressor System Cobra 5105KPH Crane	2NPLHM7H99M780971 NM10SD1649 H600002CYA014 14065	\$ 80,000.00 \$ 64,281.78
				<u>\$286,020.03</u>

RETURN PROVISIONS:

Such Equipment, upon redelivery pursuant hereto, shall be free and clear of all mortgages, liens, security interest, charges, encumbrances, and claims (Liens).

If any Item(s) of Equipment is not, at the time of return, in Lessor's opinion, in compliance with the conditions hereinafter described, a mutually acceptable independent appraiser (or if no such appraiser has been selected within 15 days prior to the expiration or earlier termination of the Lease, a representative of, or equivalent, from Peterbilt and Nor- Mar Industries respectively with authority to conduct complete inspections and valuations or equivalent specialist) shall be appointed to inspect the equipment for the purpose of determining the repairs, additions or replacements, if any, which are necessary to place the Equipment in the condition hereinafter described.

Should Lessor require inspection, Lessor shall pay all fees, charges, costs and expenses related to such inspection. Lessee shall be solely responsible for paying for all repairs, replacements, and additions required as a consequence of such inspection; which repairs, replacements and additions shall be effectuated by Lessee.

Should Lessor require an inspection, inspection must be completed and repairs agreed upon 30 days prior to lease expiration or termination. In the event any repairs, replacements, or additions required hereunder are not completed within seven days after the lease expiration or termination of the applicable Lease term, Lessee shall pay to Lessor interim rent equal to the daily rent equivalent of the periodic rent set forth in the Lease Schedule covering the Equipment involved for each day in excess of the Lease term until the repairs, replacements, and additions required hereunder are effectuated. Said payment shall be made on the date said Items of Equipment are returned to the Lessor, but no less frequently than monthly.

At the time of return, each item(s) of Equipment shall:

1. Be free of all advertising or insignia placed thereon by Lessee.
2. Be in compliance with all the applicable federal, provincial and local laws and regulations, including safety standards.
3. Equipment shall look and perform as new in a clean appearance, reasonable wear and tear excepted.
4. Be mechanically and structurally sound (including engine and all components), roadworthy under full payload in all gears, in straight and true alignment, and able to perform all functions as designed by the manufacturer to the manufacturer's full specifications.
5. Include records of all maintenance performed in compliance with manufacturer's specifications.
6. Have engine and drive train components in good working condition with no less than 50% of the hourly time remaining before rebuild as recommended by the manufacturer, with no oil leaks, and able to perform all functions under full load in all gears as designed by the manufacturer to the manufacturer's full specifications.
7. Be in good repair and operating conditions and shall have no missing or damaged parts, lights, or accessories; with replacement parts (if any) of no less grade or quality than on original equipment.
8. Have no cracked, stressed, or bent frames, drive train, U-joints or undercarriage damage.
9. Equipment frame and motor mounts to be free and clear of any cracks or visible fatigue in the vertical or lateral cross members, bolt and accessory mounting holes or structural gussets of the frame rails or any attachments from the frame to truck body and bumpers.
10. Have no cracked brake drums and brake lining must meet Department of Transport (or any other applicable) standards. All aspects of brake system to be in good working order.
11. Air Conditioning fully operational.
12. Exhaust System operating as new meeting all regulatory standards.
13. Have tires and wheels of identical type and size, balanced, and no less grade or quality than that which was originally on the Equipment, and all tires shall have tread of no less than 50% of original tread depth remaining, and shall have no cuts, flat spots, ply separations or sidewall damage.
14. All wheel bearings to meet manufacturers specifications.
15. Lessee agrees to provide rent-free storage for the Equipment for at least 90 days following termination of this lease schedule (or any extension hereto).
16. Equipment to be transported at the expense and under the sole responsibility of the Lessee to a location designated by the Lessor not to exceed 500 miles from where the Equipment is domiciled.
17. Windshields must meet Department of Transportation standards.

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18. Equipment shall have no torn or ripped upholstery, headliners or floor coverings beyond normal wear and tear.
19. Bodies being placed on chassis must be true and aligned. Mounting brackets, gussets, connections, welds and welded seams must be free and clear of cracks, stresses, fatigue, excessive wearing.
20. Bodies must be free and clear of dents, cuts, cracks, holes, excessive wear and tear.
21. All doors, hinges, caps, locks and seals must be in good working order.
22. Sealed chambers in bodies must be free and clear of cracks, fatigue or excessive wear. All sealed chambers must hold acceptable levels of liquid pressure for its uses to hold liquids if applicable.
23. All chambers must be drained of any and all liquids prior to return. Chambers of body, chassis and attached accessories must be cleaned in a manner that is acceptable to Environment Canada and its agencies in charge of handling hazardous waste, fossilized liquids, contaminants, oils and gasses.
24. Any and all reels, hoses, nozzles, pumps, pressurized lines, vacuums, gensets, cranes, outriggers, air cleaners and or compressors and accessories must work to manufacturer's specifications and be free of fatigue or excessive wear. They must be certifiable for uses with gasses and lubricants by Environment Canada and its agencies in charge of any such certification if applicable.
25. Hydraulic lines, to hold specified pressure and be free and clear of stress, cracks, fatigue beyond reasonable wear and tear.
26. Hydraulic pistons of crane, outriggers to function according to specifications.
27. Crane to be free and clear of cracks, fatigue, stress beyond reasonable wear and tear.
28. Crane pulls, lines, cords, connections, gears to run according to manufacturer's specifications.
29. Crane to maintain acceptable pressure under load in accordance with manufacturer's specifications.
30. If bodies are to be certified yearly, bodies must have current certification (90 days remaining or greater) upon return to the lessor.
31. Trucks to have a maximum of 16,000 hours per truck at lease expiry. A per hour charge of \$20/hr will be applied to any overage. Each truck treated separately from the other when measuring and applying overage charges.

SECURITY DEPOSIT

A Security Deposit in the amount of \$57,204.00 (equal to 20% of the capital cost of the equipment) shall be due at the signing of this Master Equipment Lease Schedule. In the event of default (as described more fully in Section 13 of the Master Lease Agreement) this Security Deposit will be retained by the Lessor not as a penalty, but as liquidation damages. Upon expiry of this Master Equipment Lease Schedule, or any extensions thereto (whichever is later), provided Lessee is not in default, and has fulfilled or exceeded all Return Provisions as aforementioned, the Security Deposit in relation to the Equipment outlined in this Master Equipment Lease Schedule shall be refunded to the Lessee.

PRE-AUTHORIZED PAYMENT

Monthly rental payments to be made via the pre-authorized payment system (PAP).

The aforementioned acknowledged and initialed by:


LESSEE

APPENDIX “K”

LEASES #176 THROUGH #179 WITH

KEMPENFELT LEASING

(a division of Equirex Vehicle Leasing 2007 Inc.)



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

VEHICLE LEASE AGREEMENT

Notice: This is a Non-Cancelable, Binding Contract.
It contains important Legal and Financial Terms and Conditions. Please read all
pages carefully. Feel free to ask questions before signing.

Lease #
Appr. #

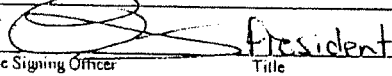
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LESSEE		Cow Harbour Construction Ltd.						
ADDRESS	Street	316 MacKay Crescent	City	Fort McMurray	Prov.	AB	Postal Code	T9H 4E4
Contact	Name	George Murphy	Tel:	780 791-5477	Fax:	780 743-3073		

VEHICLE INFORMATION								
Location (If Different)	Street	316 MacKay Crescent	City	Fort McMurray	Province	AB	Postal Code	T9H 4E4
Quantity	Make, Model, Serial Number, Description							
1	2010 Ford F559 4x4 Chassis Cab Drw/165 6.4L V-8 Diesel VIN-1FDAP5HR9AEA94317							
1	2010 Ford F559 4x4 Chassis Cab Drw/165 6.4L V-8 Diesel VIN-1FDAP5HR2AEB03763							

RENTAL DETAILS							
TERM # OF MOS.	NUMBER OF PAYMENTS	PAYMENT/FREQUENCY	PAYMENT METHOD	RENT(AMOUNT)	GST \$	PST \$	TOTAL RENT (AMOUNT)
66	65	See Invoice Monthly	Cheque PAP	\$20,468.20 \$4,122.95	\$1,023.41 \$ 206.15	\$0.00 \$0.00	\$21,491.61 \$4,329.10

PRE-AUTHORIZED PAYMENT PLAN (PAP) (Please attach an unsigned sample cheque)
Lessor is hereby authorized to draw payments under its PAP, from the bank account as specified on the attached sample cheque, to cover the "Total Period Payment" or other amounts due under the terms of this agreement. Upon any form of default, Lessor is hereby authorized and requested to periodically draw payment when due including all charges and fees from Lessee's credit card:

Visa or MC: Name on Credit Card:	Credit Card #:	Expiry Date:
Per: <u>X</u>  President Authorized Cheque Signing Officer Title	Per: <u>X</u>	
	Authorized Cheque Signing Officer	Title

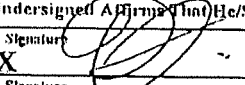
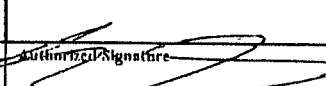
TERMS AND CONDITIONS (CONTINUED ON PAGE 2 AND 3) Version February 14, 2009

1. CREDIT INVESTIGATION & CONSENT TO PERSONAL INFORMATION SHARING. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor. I understand and consent to this application being held on file by Lessor for the above purposes, as well as for statistical analysis, until twelve months from the end of the leasing relationship, after which Lessor, in keeping with its privacy policy, will destroy this document subject to any overriding legislation or government regulations. If I wish a copy of the official Privacy Policy, I may request same.

2. JOINT AND SEVERAL LIABILITY. Lessee and Co-Lessee(s), unconditionally and absolutely guarantee to Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance of all present and future obligations under the Agreement, including all schedules, addenda and amendments which may be added or made from time to time. Lessee and Co-Lessee(s) agree that their liability for such obligations is joint and several. Any and all payments made in respect of the obligations hereunder from time to time, and monies realized from any securities held therefore, may be applied to such part or parts of the obligations as Lessor sees fit. Lessor shall not be required to enforce or exhaust any particular remedy, as against any particular obligor, but may choose to enforce against any one or more of the obligors, and may select any one or more remedies, all of which shall be cumulative, not exclusive, and in no order of requirement.

3. NOTE TO LESSEES AND CO-LESSEES: All signatures to this Lease bind the Signator(s) to Lessor for the duration of the Lease regardless of any agreements between Lessees. All Lessees acknowledge that they have read the multi-page Agreement and Accept the Terms and conditions and had the opportunity to ask for any explanations, and that they have had ample time to consult legal and other advisors prior to signing. Lessee and Co-Lessee(s) accept that where they have signed this contract under their own names, they have signed in their personal capacity. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the dated signature of a duly authorized representative of Lessor.

4. NON-CANCELABLE CONTRACT. Once funds are advanced by the Lessor, this agreement cannot be terminated by Lessee for any reason whatsoever. In the event that Lessee cancels this Lease after signing the Lease but prior to funds being advanced, Lessee will pay a cancellation fee of 10% of the total Vehicle cost plus funds advanced to any Vendor on the direction of the Lessee. This cancellation fee will also apply if Lessor cancels the Lease due to a) Lessee's initial payment being dishonoured, or, b) Lessee(s) or guarantor(s) misrepresenting information upon the knowledge of which the Lessor would not have approved the Lease.

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		
Cow Harbour Construction Ltd.	Signature <u>X</u> 		Signature
	Signature		Signature
Executed and Accepted as LESSOR:	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc	Authorized Signature 	Date: FEB 11 2010

ADDITIONAL TERMS AND CONDITIONS (Continued on page 3) - Version February 14, 2009

5. RENTAL PAYMENT AND ACKNOWLEDGEMENT. Lessor hereby rents to Lessee the personal property listed and described hereof ("Vehicle") set forth herein. The Lessee acknowledges that the payments under the proposed lease are rental payments for the use of the Vehicle, and not payments of principal and interest. The Lessee further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, or any other third party. The rental payments include a return on investment to the funder and therefore the total payments are greater than the value of the vehicle. Lessee shall pay to Lessor the Total Rent ("Rent") (set forth on the first page of the Lease Agreement) on the first day of each payment period of the Term commencing in the period following the delivery of the Vehicle.

6. FAX COPY AND AGREEMENT IN COUNTERPART. The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original. The parties agree that this Agreement and any Schedules or amendments thereto may be signed in counterpart, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

7. FIDUCIARY DUTY. Lessee acknowledges that it uses the Vehicle solely at the discretion of the Lessor and in accordance with the terms of this Agreement. Lessee holds the Vehicle as trustee for the Lessor, and the Lessee's fiduciary obligations to Lessor include, but are not limited to, holding and maintaining the Vehicle in Lessee's care and control for benefit of Lessor so Vehicle may be returned to Lessor upon default or completion of this Agreement.

8. NO RIGHT TO SELL. Lessee has no right to sell, sublet, or otherwise transfer any interest in Vehicle. If such sale, sublet, or transfer is deemed or occurs, any proceeds shall be received and held in trust for benefit of Lessor, to be promptly delivered to Lessor, without any compromise or waiver of Lessor's interest in Vehicle.

9. LOCATION AND USE. The Vehicle shall be located and stored at the place designated on the first page of the Lease Agreement. Lessee shall at all times advise Lessor of a change in the storage location. Lessee warrants that the Vehicle will be used for business or commercial purposes only. Lessee shall cause the Vehicle to be operated carefully by competent and duly qualified personnel only and in compliance with manufacturer's recommendations, applicable laws and regulations.

10. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the supplier of the Vehicle and the Vehicle itself have been selected by Lessee for the purpose of the rental under this Agreement and that the Lessee alone has full knowledge of the Vehicle and its condition. Lessee acknowledges that Lessor has had no part in the sale or selection of the Vehicle nor has Lessor had the opportunity to inspect the Vehicle. Except as hereafter set forth, no representation or warranty, express or implied, is given in respect to the Vehicle, including but without limitation, the merchantability, condition, design, operation or fitness for a particular purpose or its freedom from liens and encumbrances. If the Vehicle is not properly installed, does not operate as intended by Lessee or as represented by the supplier, totally fails to function or perform so as to give rise to a fundamental breach of this Agreement, or is unacceptable for any other reason whatsoever, Lessee shall claim only against supplier and shall nevertheless unconditionally pay Lessor all Rent and other amounts payable hereunder. In no event shall Lessor be liable to Lessee for damages, resulting from or in any way connected with the use or performance of the Vehicle. Lessee accepts Vehicle on an "as is, where is" basis against Lessor. Lessor hereby assigns to Lessee and Lessee hereby accepts for and during the applicable Term, any warranties of the supplier with respect to the Vehicle.

11. RETURN OF VEHICLE UPON TERMINATION. At the end of the Term or upon termination of this Lease for any reason, Lessee shall at Lessee's expense deliver the Vehicle to Lessor. If Lessee fails to do so within ten (10) days, Lessor shall have the right to enter upon the premises where the Vehicle may be and take possession of it at Lessee's expense without legal process, without liability to Lessor. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal, including claims for trespass. If the Vehicle, when returned to or recovered by Lessor, is not in good condition and repair, Lessor may, at Lessee's expense payable on demand as additional Rent, make all repairs and replacements necessary to place such Vehicle in as good condition as it was at the date of commencement of the original term hereof, reasonable wear and tear excepted. In the event that Lessee fails to return the Vehicle to Lessor upon the expiration of the Term, then Lessee shall be deemed to be "overholding" and Rents shall continue to accrue. In the event of default in the Lease as hereinafter set forth, the Lessee irrevocably grants the Lessor the right to sign a Voluntary Consent and Order for the Surrender and Sale of the Equipment on behalf of the Lessee.

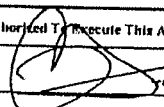
12. LAWS AND TAXES. Lessee shall comply with all governmental laws, regulations and orders applicable to the Vehicle and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales taxes, goods and services taxes, property taxes, excise and other taxes ever imposed by any federal, provincial, municipal or other taxing authority relating to this Agreement and/or the Vehicle (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option be payable immediately from Lessee to Lessor.

13. INSURANCE. Lessee shall obtain prior to the delivery of the vehicle and maintain for the entire term of this Lease, at its own expense, insurance for all risks of physical loss or damage to the Vehicle and to persons associated with the Vehicle, including without limitation, theft, collision, personal injury or death and liability and damage to property of others and such other risks of loss as are customarily covered by insurance on the type of Vehicle leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor with the following minimums (unless a higher amount is required by law): a) third party liability with a combined single occurrence limit of at least \$2,000,000; b) comprehensive fire and theft for the full replacement cost of the vehicle with a maximum deductible of \$5,000; c) collision for at least the full replacement cost of the vehicle with a maximum deductible of \$5,000. Each insurance policy will name Lessee and Lessor as co-insureds in respect of the Vehicle, will designate Lessor as sole and exclusive loss payee in respect of the Vehicle, and will specify that the proceeds of insurance generated in the event of any damage to or loss of the Vehicle ("Proceeds") shall be allocable exclusively to the Vehicle, segregated from proceeds generated by any damage to or loss of other property and/or persons insured under the policy, and payable to Lessor. Each such policy shall also contain a clause requiring the insurer to give at least 30 days prior written notice of any alteration in terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance prior to the commencement of the term of this Lease and 30 days prior to the expiry date of each such insurance policy. Lessee further agrees to give Lessor prompt notice of any damage or loss of the Vehicle or any part thereof. Lessee will at its own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If the vehicle should be damaged but is capable of and all shortfalls between the insurance proceeds and the repair or replacement costs. Where, in the opinion of the Insurer, the Vehicle is damaged beyond repair Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by the Lessor in our sole and absolute discretion, is received by us from the insurer or the Lessee. Lessee agrees that the Lessor shall not be required to provide the Lessee with a replacement vehicle while the vehicle is being repaired or replaced or if the vehicle is damaged beyond repair. Performance by Lessor under this paragraph will not affect or release Lessee's obligations and liabilities. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

14. ASSIGNMENT BY LESSEE/LESSOR. Lessee shall not assign or further charge against the Vehicle. Lessor shall be free to assign this Lease with or without notice, and if so assigned, assignee takes the place of Lessor in this Lease.

15. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion or correction of serial numbers, make/model numbers and/or other identifying references to the Vehicle and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement, and that Lessor shall be entitled to unilaterally correct same.

16. TITLE AND REGISTRATION. The Vehicle shall be registered in the name of the Lessor under the Provincial Laws pertaining to motor vehicles in the Province of regular use. The License plates will be registered in the name of the Lessee. Lessee shall have no right, title, interest in the Vehicle other than the right to maintain its possession and its use for the full Term and any Renewal Period, conditional upon Lessee's fulfillment of all the terms and conditions of this Agreement. Lessor and Lessee hereby confirm their intent

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement					Lease#	ZNCS1001	Appr #	33616	
Cow Harbour Construction Ltd.	Signature									Signature
	Signature									Signature

that the Vehicle shall always remain and be deemed personal or moveable property. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

17. TRACKING DEVICE. Lessor reserves the right to install any tracking or engine control device and to use same for its benefit to locate, secure or seize the Vehicle if any of the lease terms are not honored. Lessor's right to do so is cumulative with all other remedies set out herein and available at law. Lessor will not be responsible for any damage or loss of business suffered by Lessee as a result of such use by Lessor of any device of the nature described herein.

18. MAINTENANCE, REPAIR AND REPLACEMENT. Lessee at its own expense will maintain the Vehicle in good working order and condition, furnish parts, repair and other services necessary for such purpose, as set out in the owner's manual in accordance with the manufacturer's suggested maintenance schedule. Lessee agrees that only certified mechanics will repair the vehicle. Lessor shall at all reasonable times have access to the Vehicle for the purpose of inspecting it. All replacement, parts and accessories shall immediately upon acquisition by Lessee become the property of Lessor. Lessee may from time to time add parts or accessories not leased hereunder to the Vehicle only if such addition does not impair the present or future value or utility of the Vehicle or affect any warranty. Lessor may, at its sole discretion, make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease. Lessor may, at its sole discretion, set out terms for repayment of such amounts, in addition to or as part of the regular lease payments.

19. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby assumes liability for, and does hereby agree to indemnify and save harmless Lessor, its agents and servants, officers and directors from and against any and all actions, claims, liens, costs, disbursements, expenses (including legal expenses), liabilities or taxes whatsoever in any way relating to the Vehicle, (including, without limitation, any claim relating to any types of defects whatsoever whether or not discoverable by Lessee, any claim in tort for strict liability or negligence or any traffic tickets, parking tickets, moving violations or toll charges). Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This clause shall be effective and in full force and effect from the date of the execution of this Lease even though the rental term of any Vehicle under this Lease has not yet commenced. The indemnities contained in this clause shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand. All expenses incurred under this paragraph shall be borne by Lessee.

20. SECURITY DEPOSIT. Lessor may apply the Security Deposit as it wishes, at any time, to any amounts due under this Lease if not paid by Lessee. Lessee will not earn any interest on the Security Deposit. At the termination date of this Lease, the Security Deposit, net of any arrears or payments due, will be refunded to Lessee.

21. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following shall constitute an Event of Default: (i) Lessee fails to pay any amounts payable hereunder; (ii) Lessee fails to perform or observe any covenant, term or condition hereunder; (iii) Lessee has made any material misrepresentation in seeking or performing this Agreement; (iv) Lessee becomes insolvent or commits an act of insolvency; (v) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (vi) a writ, judgment, execution, lien, attachment or process is issued or levied against the Vehicle; (vii) Lessee loses control or possession of its business premises and/or the Vehicle to any creditor; (viii) Vehicle is at risk; (ix) Lessee fails to provide adequate Insurance as detailed in our "Insurance" clause. Upon the happening of any Event of Default, Lessor in its absolute discretion may: (a) enter upon the premises where such Vehicle is located and take immediate possession thereof and remove the same without liability to Lessor by reason of such entry or taking of possession; (b) in the name of and as the irrevocably appointed agent and power of attorney for Lessee and without terminating or being deemed to have terminated this Agreement, proceed to rent the Vehicle to any other, firm or corporation on such terms and conditions, for such rent and for such period of time as Lessor may deem fit and apply such rent to any amounts payable hereunder; (c) Lessee accepts that Lessor's remedies will include the right to make any Software used by the Vehicle inoperative through any means, (d) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than seven (7) days from the date of such notice, require Lessee to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rent and other amounts due and unpaid, and (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rent payable to the expiration of the Term discounted by six percent (6%) per annum, and (iii) the amount of any residual interest which Lessor may have in the Vehicle which was used in the calculation of the Rent; (iv) as a late charge, require the payment of interest at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly on any due payment until paid and (v) as compensation for the additional administrative work resulting from said default an additional amount equal to fifteen percent (15%) of the total amount payable hereunder; (vi) all legal costs on a full substantial indemnity basis and collection costs incurred by Lessor as a result of the event of default. No remedy of Lessor available in this Lease, in law, or in equity, shall be exclusive or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. Lessee hereby authorizes its landlord to provide Lessor access to the Location to remove the Vehicle in case of default.

22. CROSS-COLLATERAL DEFAULT. A material default under this agreement shall be deemed and trigger a material default under any and all agreements between Lessor (whether Lessor is original Lessor or assignee) and any and all Lessees signed on this Agreement. This section applies to each Lessee or Guarantor jointly and severally, and to any agreements between Lessor and Lessee where Lessee is also joint and several. Lessor may elect, in its sole discretion, to forbear enforcement on any other Lease, but in so doing, Lessor shall not be deemed to waive its rights under this section.

23. NOTICES AND WAIVER. Any notices required to be given herein shall be given to the parties in writing at the addresses herein, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices shall be deemed to have been received by the other party on the day when such notices were sent. The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présences conviennent à ce que ce document soit rédigé en anglais.)

24. COLLECTION CHARGES. Should Lessee fail to pay when due any part of the Rent, or renewal Rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition to any other payments, interest on any and all delinquent payments from the date thereof until paid in full at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly. Lessee further agrees to pay to Lessor for a returned cheque or a Pre-Authorized Payment debit a charge in an amount the greater of \$50.00 or the actual bank charge.

25. MISCELLANEOUS. (a) This Agreement shall be governed by the laws of the Province of Ontario or, at the option of the Lessor, the Province(s) in which the use of this Vehicle was originally intended and Lessee hereby attorns to the jurisdiction of the courts of such Province as the Lessor selects; (b) No waiver by Lessor of any term of this Agreement shall constitute a waiver of any other term or any of Lessor's rights; (c) This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein, and no modifications, amendments, additions or variations shall be binding unless agreed to in writing and properly executed by the parties; (d) This Agreement shall be binding upon the parties hereto and their permitted successors and assigns; (e) For purposes of the Civil Code of Quebec, Lessee acknowledges that this Agreement shall be considered a Contract of Leasing; (f) For purposes of Leases contracted in the Province of Saskatchewan, if the Lessee is a corporation, the Lessee agrees that The Limitation of Civil Rights Act has no application to this Agreement or any renewal or extension hereof, and hereby waives any and all benefits and remedies provided by that Act. (g) Lessee hereby acknowledges receipt of a copy of this Agreement; (h) all indemnities of Lessor by Lessee as set in this Agreement shall survive the termination of this Agreement. (i) If any Term or condition of the Lease is found to be unenforceable, the remainder of the Lease Terms & Conditions shall remain in effect. Version: February 14, 2009

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Lease#	ZNCS1001	Appr #	33616	
Cow Harbour Construction Ltd.		Signature X				Signature	
		Signature				Signature	

FEB 11 2010



Econolease Financial Services
90C Centennial Drive, Suite 213, Markham, ON, L3R 8C
Phone: 888 473-9309 Fax: 888 287-8799

Cross Security Agreement For Multiple Leases

SCHEDULE CSAML

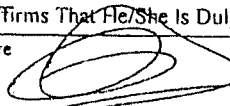
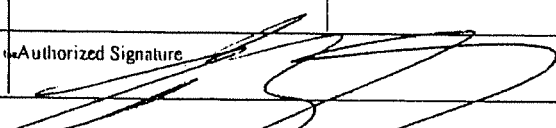
It contains important Legal and Financial Terms and
Conditions Please read all pages carefully. Feel free to
ask questions before signing.

Lease#	Blanket
Approval#	Blanket

Lessee	Cow Harbour Construction Ltd.	"the lessee"
Lessor	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc. (and associated companies)	"the lessor"

This agreement between "the Lessee" and "the Lessor":
regarding
EQUIPMENT & PAYMENT TRANSFER ON MULTIPLE LEASES

1. The Lessee is the Lessee under two or more leases with the Lessor.
2. Due to fluctuations in security valuations over time, Lessor wishes to maintain its position in terms of security held, and Lessee wishes to grant such security to Lessor in consideration of the leases entered into between the parties, and the lease funding advanced by Lessor.
3. Lessee agrees that Lessor, from time to time, may modify the equipment and the payment terms of each lease in the following manner: by transferring some or all of the equipment and corresponding payments from among any of the parties' leases to any other lease between the parties, provided that the cumulative payments of the leases after the transfer do not exceed the total pre-transfer payments on all leases.
4. Lessor shall be free to make such modifications at its discretion and will forward notice of such modifications to Lessee.
5. In the event of such modification(s), the rights and obligations of Lessee and Lessor remain otherwise as set out in the original lease agreements.
6. This agreement shall form an integral part of the lease agreements between the parties.
7. This agreement applies to all leases between the parties at the time this agreement is executed, as well as to all subsequent leases between the parties.

Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement			
Cow Harbour Construction Ltd.	Signature X 		Signature X
	Signature		Signature
Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature 		Date FEB 11 2010



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON,
L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

OPTION TO PURCHASE SCHEDULE B

It contains important Legal and Financial Terms and
Conditions Please read all pages carefully. Feel free to

Lease #	ZNCS1001
Approval #	33616

Lessee Name	Cow Harbour Construction Ltd.
-------------	-------------------------------

Lessor agrees that provided the Lessee is not in default under the above captioned Lease Agreement, the Lessee will have the option to purchase the equipment by complying with the terms set forth herein. This option is not assignable by the Lessee.

Lessee shall, 30 days prior to the last payment as set out below, deliver to the Lessor written notice of the Lessee's intent to exercise the purchase option set forth below or return the equipment as per the Lease Agreement clause under "Return of Equipment Upon Termination". If this notice is not received within the 30 day period, upon the expiration of the term, the Lessee shall be deemed to be "overholding" and the Lease shall be considered to be in a renewal period and Rents shall continue to accrue until notified by the Lessee.

The equipment purchased is set forth in the Lease Agreement and/or Schedule A of said Lease Agreement. The title to the equipment is transferred on an "as is, where is" basis without warranties or representations whatsoever, either expressed or implied. By exercising this purchase option, the Lessee confirms the suitability, durability, quality and condition of the equipment irrevocably. The title to the equipment does not transfer until all funds due Lessor have cleared the financial institution of the Lessee, said clearance to be determined at the Lessor's sole discretion.

Lessor and Lessee agree the price, set forth below, is their present best estimate of the fair market value on the option date. The price, plus applicable provincial and federal sales tax, is payable in cash within 30 days of the final payment due within, failing which this option becomes null and void and the Lease Agreement continues unabated.

Prepayment: There are no penalties charged to the Lessee to pay out the Lease Agreement. The Lease Agreement may be paid out at any time after 12 monthly payments have been made. The pay out amount the Lessee will be charged is calculated as the Present Value of the balance of payments outstanding on the Lease Agreement calculated using a six percent (6%) discount rate.

Equipment Purchase Option		
On Completion Of -	Purchase Option	Option Purchase \$ (Taxes extra)
60 Payments	Early Purchase Option	\$ 20,268.20
66 Payments	FMV	

Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement			
Cow Harbour Construction Ltd.	Signature		Signature
	Signature		Signature
Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Signature		Date FEB 11 2010



Econolease Financial Services
90C Centurion Drive, Suite 213, Markham, ON, L3R 1
Phone: 888 473-9309 Fax: 888 287-8799

COMMENCEMENT ON NON-DELIVERY

It contains important Legal and Financial Terms and Conditions. Please
read all pages carefully. Feel free to ask questions before signing.

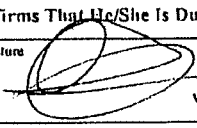
Lease #	ZNCS1001
Customer #	33616

LESSEE NAME	Cow Harbour Construction Ltd.
-------------	-------------------------------

Notwithstanding that all of the equipment under the Lease has not been delivered, the undersigned agrees that all of its obligations under the Lease including its obligations to make payments under the Lease are in full force and effects as of the date hereof and that the Lease shall remain in full force and effect regardless of whether any equipment not yet delivered is delivered hereafter.

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Signature:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date: Feb 2, 2010
Cow Harbour Construction Ltd.	Signature X 		Signature
	Signature		Signature





Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 8C
Phone: 888 473-9309 Fax: 888 287-8799

DELIVERY AND ACCEPTANCE

SCHEDULE "D"

It contains important Legal and Financial Terms and Conditions Please
read all pages carefully. Feel free to ask questions before signing.

Lease #

ZNCS1001

Appr. #

33616

LESSEE
NAME

Cow Harbour Construction Ltd.

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee, acknowledges delivery and/or installation of the leased equipment, as per the Equipment Description on the Lease Agreement or on Schedule "A" and/or changes below. Any variances, inclusions or exclusions must be documented below. The Lessee confirms that this Equipment is for their own use, has been inspected, is operating satisfactorily, is in all respects as represented and is fit for the purpose for which it was intended.

The Lessee acknowledges, certifies, represents and warrants that the equipment is intended solely for business purposes. The Lessee hereby approves the Supplier's invoice for payment and instructs the Lessor to pay this invoice and commence the Lease.

Lessee also acknowledges that the Lessee has read the Lease Agreement, in its entirety, and in particular clauses on NON-CANCELLABLE CONTRACT, REPRESENTATIONS AND WARRANTIES with specific reference to "... If the Equipment... fails to function... Lessee shall nevertheless unconditionally pay Lessor all Rent...", INSURANCE, and MAINTENANCE, REPAIR AND REPLACEMENT, and is aware of and understands the Payment Term thereof and is aware of and understands that the subject equipment is the property of the Lessor.

Equipment Remains At All Times The Property Of Lessor

The undersigned acknowledges that the payments under the proposed lease are rental payments for the use of the equipment, and are not payments of principal and interest. The undersigned further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, Equirex, its agents, or anyone on its behalf. The rental payments include a return on investment to Equirex and therefore the total payments are greater than the value of the equipment.

The Lessee authorizes the Landlord to provide access to the Lessor to the premises to enforce their security should the Lessee be in default of the Lease Agreement with the Lessor.

Consent for the Surrender and Sale of the Equipment. The Lessee irrevocably grants the Lessor the right to sign a voluntary consent and order for the surrender and sale of the Equipment on behalf of the Lessee in the Event of Default under the Lease.

WAIVER: The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présences conviennent à ce que ce document soit rédigé en anglais.)

FAX COPY: The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Show only if - Changes To Equipment List As Per Lease Or Schedule A's

Quantity	Make, Model, Serial Number, Description	All Changes Must Be

Vendor Name	Waterloo Ford Lincoln Sales	Rep.	
Address	11420 107 Avenue NW Edmonton AB T5H 0Y5	Tel.	780 423-4330

Signatures:		The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date: FEB 2, 2010
Cow Harbour Construction Ltd.	Signature X		Signature	
	Signature		Signature	



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

VENDOR NOT AN AGENT

Please read this page carefully.

Feel free to ask questions before signing.

Lease #	ZNCS1001
Approval #	33616

Lessee Name	Cow Harbour Construction Ltd.
-------------	-------------------------------

Vendor Name(s)	Waterloo Ford Lincoln Sales Collectively known as "VENDOR"
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NOTIFICATION THAT VENDOR IS NOT AN AGENT OF LESSOR

BE ADVISED THAT THE VENDOR OF THE EQUIPMENT MAY ACT ON BEHALF OF THE LESSOR FOR THE LIMITED AND EXPRESS PURPOSE OF FACILITATING THE SIGNING OF THIS LEASE, and may act as a conduit for any paperwork and funds required to bring this Lease into effect.

The vendor is NOT authorized by the Lessor to make any representations or warranties whatsoever with respect to the Lease.

Any representations or warranties made by the Vendor with respect to the lease and/or the equipment are not made on behalf of the Lessor.

If there are any differences between the Lease Agreement and the Vendor written representations please be aware that the Lessor will only honor the Lease Agreement.

If there are any verbal representations made by the Vendor with respect to the equipment, which are not noted on the Lease Agreement or on any related Lease Schedules, duly signed by the Lessor, the Lessor will not be obligated to honor these representations.

To be honored by the Lessor, any such verbal or written representations will have to be documented, aproved and signed by the Lessor.

If you have any questions about any statements made to you by the Vendor or other secondary documents received from the Vendor regarding the Lease, please contact the Lessor **PRIOR TO SIGNING THE LEASE.**

Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		
Cow Harbour Construction Ltd.	Signature X	Date Feb 2, 2010
	Signature	Date
	Signature	Date
	Signature	Date
Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Signature X	Date Feb 11 2010



ADDITIONAL LESSEE Schedule ADDRESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	ZNCS1001
Approval #	33616

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

LESSEE NAME	Cow Harbour Construction Ltd.
----------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee.
 Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement.
 Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease.

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	580799 Alberta Ltd.	Signature	
Lessor	Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	Date FEB 11 2010



ADDITIONAL LESSEE Schedule ADDLESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	ZNCS1001
Approval #	33616

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

LESSEE NAME	Cow Harbour Construction Ltd.
----------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee. Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement. Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease.

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Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	1134252 Alberta Ltd. O/A Turpin Maintenance	Signature	
Lessor	Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	Date FEB 11 2010



ADDITIONAL LESSEE Schedule ADDLESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	ZNCS1001
Approval #	33616

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

LESSEE NAME	Cow Harbour Construction Ltd.
----------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee.
Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement.
Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

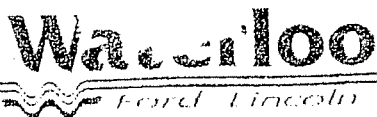
CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

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Lessee Name	Alphonse Hutchings	Signature	
Lessor	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	 Date FEB 11 2010



11420 - 107 Avenue, Edmonton, Alberta, T5H 0Y5
Bus. Ph: 423-4330 • Toll Free: 1-800-232-9485
Vehicle Sales Fax: 917-5188
Website: www.waterlooford.com
E-mail: sales@waterlooford.com

CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

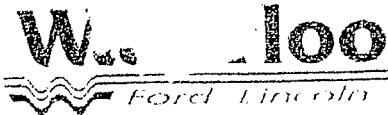
Deal # 94538
G.S.T. 10559 2463 RT
DAY MONTH YEAR
20 01 10

PLEASE PRINT

Kempenfelt Leasing, A Division of Equirex Vehicle Leasing 2007 Inc
Oakville ON L6K 3V3

100 Dorval Drive
Suite 302

OPT	OPTIONAL EQUIP	PRICE	NEW	MODEL YEAR	MAKE	MODEL NAME	MODEL NO	COUNTRY
	BASIC VEHICLE			2010	Ford	F550		Green
	LSFE Cow Harbour Construction					1 F D A F S H R 9 A E A	94317	05H4317
	FinCode 6F374							
WARRANTIES			NEW MANUFACTURERS WARRANTY					
USED NO WARRANTY UNLESS STATED AS FOLLOWS:								
TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT					
<div>Service Body Provided on Truck</div> <div>as per Cow Harbour Spec's</div>			TOTAL CASH SALE PRICE			101341.00		
			PROTECTION PACKAGE					
			ADMIN.					
			ANTI THEFT					
			EXCISE TAX					
			ALTA TIRE LEVY			28.00		
			SUBTOTAL			101369.00		
			TRADE-IN ALLOWANCE					
			DIFFERENCE					
			G.S.T. ON TOTAL VEHICLE			5068.45		
SUBTOTAL			106437.45					
PAYOUT LIEN ON TRADE-IN								
BALANCE DUE			106437.45					
DEPOSIT								
REC. NO.								
PAYABLE ON DELIVERY								
REC. NO.								
BALANCE FINANCED								
EXTENDED WARRANTY								
G.S.T. ON EXT. WARR.								
DISABILITY								
LIFE INSURANCE								
REGISTRATION FEE								
TOTAL BALANCE DUE								
ACTUAL DELIVERY DATE								
DAY MONTH YEAR								
SALESPERSON'S NAME (PRINT)								
Duff								
SALESPERSON'S SIGNATURE								
ACKNOWLEDGEMENT OF CONDITIONS								
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.								
SALESPERSON'S NAME (PRINT)								
Duff								
SALESPERSON'S SIGNATURE								
Duff								



11420 - 107 Avenue, Edmonton, Alberta, T5H 0Y5
Bus. Ph: 423-4330 • Toll Free: 1-800-232-9485
Vehicle Sales Fax: 917-5188
Website: www.waterlooford.com
E-mail: sales@waterlooford.com


CONDITIONS ON BACK
FORM PART OF THIS
CONTRACT

Deal #. 94581

G.S.T. 10559 2463 RT

20 01 10

VAGER PLEASE PRINT		ADDRESS	
Wampenfelt Leasing A Division of Equirex Vehicle Leasing 2007 Inc		700 Dorval Drive,	
City: Oakville		Suite 302	
COUNTRY: ON		L6K 3V3	
BUS PHONE			
OPT	OPTIONAL EQUIP.	PRICE	
BASIC VEHICLE			
LSEE: Cow Harbour Construction			
Fin Code: 6F374			
Service Body			
Provided on Truck			
as per Cow Harbour			
Spec's			
WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF. WE DO NOT GUARANTEE YEAR OF THIS MOTOR VEHICLE.			
YEAR	MODEL	YEAR	MAKE
2010	Ford	F650	Cab & Chassis
COLOR	STOCK NO.		
Green	1 F D A F S H R 2 A E B 0 3 7 6 3	QSH3763	
IF DEMONSTRATOR WARRANTY THIS IS MEASURED FROM		DISTANCE TRAVELLED KM	PURCHASER'S INITIALS
WARRANTIES			
NEW: MANUFACTURERS WARRANTY			
USED: NO WARRANTY UNLESS STATED AS FOLLOWS:			
TRADE IN DESCRIPTION & LIEN DISCLOSURE		TERMS OF SETTLEMENT	
TOTAL CASH SALE PRICE		101,341.00	
PROTECTION PACKAGE			
ADMIN.			
ANTI THEFT			
EXCISE TAX			
ALTA. TIRE LEVY		28.00	
SUBTOTAL		101,369.00	
TRADE-IN ALLOWANCE			
DIFFERENCE			
B.S.T. ON TOTAL VEHICLE		5068.45	
TRADE-IN ALLOWANCE			
SUBTOTAL		106,437.45	
PAYOUT LIEN ON TRADE-IN			
BALANCE DUE		106,437.45	
DEPOSIT			
REC. NO.			
PAYABLE ON DELIVERY			
REC. NO.			
BALANCE FINANCED			
EXTENDED WARRANTY			
G.S.T. ON EXT. WARR.			
DISABILITY			
LIFE INSURANCE			
REGISTRATION FEE			
TOTAL BALANCE DUE			
ACTUAL DELIVERY DATE			
SALESPERSON'S NAME (PRINT)			
Duff			
SALESPERSON'S SIGNATURE			
ACKNOWLEDGEMENT OF CONDITIONS			
THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.			
PURCHASER'S SIGNATURE			
X			

 VEHICLE LEASE AGREEMENT Notice: This is a Non-Cancelable, Binding Contract. It contains important Legal and Financial Terms and Conditions. Please read all pages carefully. Feel free to ask questions before signing.		Lease # Appr. #	33788
Econolease Financial Services 90C Centurian Drive, Suite 213, Markham, ON, L3R 8C5 Phone: 888 473-9309 Fax: 888 287-8799			

LESSEE	Cow Harbour Construction Ltd.							
ADDRESS	Street	316 MacKay Crescent	City	Fort McMurray	Prov.	AB	Postal Code	T9H 4E4
Contact	Name	George Murphy	Tel:	780 791-5477	Fax:	780 743-3073		

VEHICLE INFORMATION								
Location (If Different)	Street	316 MacKay Crescent	City	Fort McMurray	Province	AB	Postal Code	T9H 4E4
Quantity	Make, Model, Serial Number, Description							
1	2010 Ford F550 4x4 Chassis Cab DRW/165 6.4L V-8 Diesel VIN-1FDAF5HR6AEB03765							

RENTAL DETAILS							
TERM # OF MOS.	NUMBER OF PAYMENTS	PAYMENT/ FREQUENCY	PAYMENT METHOD	RENT(AMOUNT)	GST S	PST S	TOTAL RENT (AMOUNT)
66		See Invoice	Cheque	\$10,334.10	\$ 516.71	\$0.00	\$10,850.81
	65	Monthly	PAP	\$2,061.48	\$ 103.07	\$0.00	\$2,164.55

PRE-AUTHORIZED PAYMENT PLAN (PAP) (Please attach an unsigned sample cheque) Lessor is hereby authorized to draw payments under its PAP, from the bank account as specified on the attached sample cheque, to cover the "Total Period Payment" or other amounts due under the terms of this agreement. Upon any form of default, Lessor is hereby authorized and requested to periodically draw payment when due including all charges and fees from Lessee's credit card.		
Visa or MC: Name on Credit Card: _____ Per: X _____ Authorized Cheque Signing Officer Title	Credit Card #: _____ Per: X _____ Authorized Cheque Signing Officer Title	Expiry Date: _____ Title

TERMS AND CONDITIONS (CONTINUED ON PAGE 2 AND 3) Version February 14, 2009

1. CREDIT INVESTIGATION & CONSENT TO PERSONAL INFORMATION SHARING. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor. I understand and consent to this application being held on file by Lessor for the above purposes, as well as for statistical analysis, until twelve months from the end of the leasing relationship, after which Lessor, in keeping with its privacy policy, will destroy this document subject to any overriding legislation or government regulations. If I wish a copy of the official Privacy Policy, I may request same.

2. JOINT AND SEVERAL LIABILITY. Lessee and Co-Lessee(s), unconditionally and absolutely guarantee to Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance of all present and future obligations under the Agreement, including all schedules, addenda and amendments which may be added or made from time to time. Lessee and Co-Lessee(s) agree that their liability for such obligations is joint and several. Any and all payments made in respect of the obligations hereunder from time to time, and monies realized from any securities held therefore, may be applied to such part or parts of the obligations as Lessor sees fit. Lessor shall not be required to enforce or exhaust any particular remedy, as against any particular obligor, but may choose to enforce against any one or more of the obligors, and may select any one or more remedies, all of which shall be cumulative, not exclusive, and in no order of requirement.

3. NOTE TO LESSEES AND CO-LESSEES: All signatures to this Lease bind the Signator(s) to Lessor for the duration of the Lease regardless of any agreements between Lessees. All Lessees acknowledge that they have read the multi-page Agreement and Accept the Terms and conditions and had the opportunity to ask for any explanations, and that they have had ample time to consult legal and other advisors prior to signing. Lessee and Co-Lessee(s) accept that where they have signed this contract under their own names, they have signed in their personal capacity. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the dated signature of a duly authorized representative of Lessor.

4. NON-CANCELABLE CONTRACT. Once funds are advanced by the Lessor, this agreement cannot be terminated by Lessee for any reason whatsoever. In the event that Lessee cancels this Lease after signing the Lease but prior to funds being advanced, Lessee will pay a cancellation fee of 10% of the total Vehicle cost plus funds advanced to any Vendor on the direction of the Lessee. This cancellation fee will also apply if Lessor cancels the Lease due to a) Lessee's initial payment being dishonoured, or, b) Lessee(s) or guarantor(s) misrepresenting information upon the knowledge of which the Lessor would not have approved the Lease.

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		
Cow Harbour Construction Ltd.	Signature X		Signature
	Signature		Signature
Executed and Accepted as LESSOR:	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	Date:

2765

ADDITIONAL TERMS AND CONDITIONS (Continued on page 3) - Version February 14, 2009

RENTAL PAYMENT AND ACKNOWLEDGEMENT. Lessor hereby rents to Lessee the personal property listed and described hereof ("Vehicle") set forth herein. The Lessee acknowledges that the payments under the proposed lease are rental payments for the use of the Vehicle, and not payments of principal and interest. The Lessee further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, or any other third party. The rental payments include a return on investment to the funder and therefore the total payments are greater than the value of the vehicle. Lessee shall pay to Lessor the Total Rent ("Rent") (set forth on the first page of the Lease Agreement) on the first day of each payment period of the Term commencing in the period following the delivery of the Vehicle.

6. FAX COPY AND AGREEMENT IN COUNTERPART. The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original. The parties agree that this Agreement and any Schedules or amendments thereto may be signed in counterpart, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

7. FIDUCIARY DUTY. Lessee acknowledges that it uses the Vehicle solely at the discretion of the Lessor and in accordance with the terms of this Agreement. Lessee holds the Vehicle as trustee for the Lessor, and the Lessee's fiduciary obligations to Lessor include, but are not limited to, holding and maintaining the Vehicle in Lessee's care and control for benefit of Lessor so Vehicle may be returned to Lessor upon default or completion of this Agreement.

8. NO RIGHT TO SELL. Lessee has no right to sell, sublet, or otherwise transfer any interest in Vehicle. If such sale, sublet, or transfer is deemed or occurs, any proceeds shall be received and held in trust for benefit of Lessor, to be promptly delivered to Lessor, without any compromise or waiver of Lessor's interest in Vehicle.

9. LOCATION AND USE. The Vehicle shall be located and stored at the place designated on the first page of the Lease Agreement. Lessee shall at all times advise Lessor of a change in the storage location. Lessee warrants that the Vehicle will be used for business or commercial purposes only. Lessee shall cause the Vehicle to be operated carefully by competent and duly qualified personnel only and in compliance with manufacturer's recommendations, applicable laws and regulations.

10. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the supplier of the Vehicle and the Vehicle itself have been selected by Lessee for the purpose of the rental under this Agreement and that the Lessee alone has full knowledge of the Vehicle and its condition. Lessee acknowledges that Lessor has had no part in the sale or selection of the Vehicle nor has Lessor had the opportunity to inspect the Vehicle. Except as hereafter set forth, no representation or warranty, express or implied, is given in respect to the Vehicle, including but without limitation, the merchantability, condition, design, operation or fitness for a particular purpose or its freedom from liens and encumbrances. If the Vehicle is not properly installed, does not operate as intended by Lessee or as represented by the supplier, totally fails to function or perform so as to give rise to a fundamental breach of this Agreement, or is unacceptable for any other reason whatsoever, Lessee shall claim only against supplier and shall nevertheless unconditionally pay Lessor all Rent and other amounts payable hereunder. In no event shall Lessor be liable to Lessee for damages, resulting from or in any way connected with the use or performance of the Vehicle. Lessee accepts Vehicle on an "as is, where is" basis against Lessor. Lessor hereby assigns to Lessee and Lessee hereby accepts for and during the applicable Term, any warranties of the supplier with respect to the Vehicle.

11. RETURN OF VEHICLE UPON TERMINATION. At the end of the Term or upon termination of this Lease for any reason, Lessee shall at Lessee's expense deliver the Vehicle to Lessor. If Lessee fails to do so within ten (10) days, Lessor shall have the right to enter upon the premises where the Vehicle may be and take possession of it at Lessee's expense without legal process, without liability to Lessor. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal, including claims for trespass. If the Vehicle, when returned to or recovered by Lessor, is not in good condition and repair, Lessor may, at Lessee's expense payable on demand as additional Rent, make all repairs and replacements necessary to place such Vehicle in as good condition as it was at the date of commencement of the original term hereof, reasonable wear and tear excepted. In the event that Lessee fails to return the Vehicle to Lessor upon the expiration of the Term, then Lessee shall be deemed to be "overholding" and Rents shall continue to accrue. In the event of default in the Lease as hereinafter set forth, the Lessee irrevocably grants the Lessor the right to sign a Voluntary Consent and Order for the Surrender and Sale of the Equipment on behalf of the Lessee.

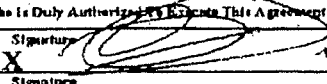
12. LAWS AND TAXES. Lessee shall comply with all governmental laws, regulations and orders applicable to the Vehicle and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales taxes, goods and services taxes, property taxes, excise and other taxes ever imposed by any federal, provincial, municipal or other taxing authority relating to this Agreement and/or the Vehicle (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option be payable immediately from Lessee to Lessor.

13. INSURANCE. Lessee shall obtain prior to the delivery of the vehicle and maintain for the entire term of this Lease, at its own expense, insurance for all risks of physical loss or damage to the Vehicle and to persons associated with the Vehicle, including without limitation, theft, collision, personal injury or death and liability and damage to property of others and such other risks of loss as are customarily covered by insurance on the type of Vehicle leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor with the following minimums (unless a higher amount is required by law): a) third party liability with a combined single occurrence limit of at least \$2,000,000; b) comprehensive fire and theft for the full replacement cost of the vehicle with a maximum deductible of \$5,000; c) collision for at least the full replacement cost of the vehicle with a maximum deductible of \$5,000. Each insurance policy will name Lessee and Lessor as co-insureds in respect of the Vehicle, will designate Lessor as sole and exclusive loss payee in respect of the Vehicle, and will specify that the proceeds of insurance generated in the event of any damage to or loss of the Vehicle ("Proceeds") shall be allocable exclusively to the Vehicle, segregated from proceeds generated by any damage to or loss of other property and/or persons insured under the policy, and payable to Lessor. Each such policy shall also contain a clause requiring the insurer to give at least 30 days prior written notice of any alteration in terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance prior to the commencement of the term of this Lease and 30 days prior to the expiry date of each such insurance policy. Lessee further agrees to give Lessor prompt notice of any damage or loss of the Vehicle or any part thereof. Lessee will at its own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If the vehicle should be damaged but is capable of being repaired and the proceeds are insufficient to pay the repair cost, the Lessee accepts that the Vehicle will be repaired or replaced and the Lessee will be responsible and pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Where, in the opinion of the Insurer, the Vehicle is damaged beyond repair, Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by the Lessor in our sole and absolute discretion, is received by us from the insurer or the Lessee. Lessee agrees that the Lessor shall not be required to provide the Lessee with a replacement vehicle while the vehicle is being repaired or replaced or if the vehicle is damaged beyond repair. Performance by Lessor under this paragraph will not affect or release Lessee's obligations and liabilities. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

14. ASSIGNMENT BY LESSEE/LESSOR. Lessee shall not assign or further charge against the Vehicle. Lessor shall be free to assign this Lease with or without notice, and if so assigned, assignee takes the place of Lessor in this Lease.

15. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion or correction of serial numbers, make/model numbers and/or other identifying references to the Vehicle and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement, and that Lessor shall be entitled to unilaterally correct same.

16. TITLE AND REGISTRATION. The Vehicle shall be registered in the name of the Lessor under the Provincial Laws pertaining to motor vehicles in the Province of regular use. The License plates will be registered in the name of the Lessee. Lessee shall have no right, title, interest in the Vehicle other than the right to maintain its possession and its use for the full Term and any Renewal Period, conditional upon Lessee's fulfillment of all the terms and conditions of this Agreement. Lessor and Lessee hereby confirm their intent

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement	Lessor	Appr #	33788	
Cow Harbour Construction Ltd.	Signature 				Signature
	Signature				Signature

that the Vehicle shall always remain and be deemed personal or moveable property. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

17. TRACKING DEVICE. Lessor reserves the right to install any tracking or engine control device and to use same for its benefit to locate, secure or seize the Vehicle if any of the lease terms are not honoured. Lessor's right to do so is cumulative with all other remedies set out herein and available at law. Lessor will not be responsible for any damage or loss of business suffered by Lessee as a result of such use by Lessor of any device of the nature described herein.

18. MAINTENANCE, REPAIR AND REPLACEMENT. Lessee at its own expense will maintain the Vehicle in good working order and condition, furnish parts, repair and other services necessary for such purpose, as set out in the owner's manual in accordance with the manufacturer's suggested maintenance schedule. Lessee agrees that only certified mechanics will repair the vehicle. Lessor shall at all reasonable times have access to the Vehicle for the purpose of inspecting it. All replacement, parts and accessories shall immediately upon acquisition by Lessee become the property of Lessor. Lessee may from time to time add parts or accessories not leased hereunder to the Vehicle only if such addition does not impair the present or future value or utility of the Vehicle or affect any warranty. Lessor may, at its sole discretion, make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease. Lessor may, at its sole discretion, set out terms for repayment of such amounts, in addition to or as part of the regular lease payments.

19. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby assumes liability for, and does hereby agree to indemnify and save harmless Lessor, its agents and servants, officers and directors from and against any and all actions, claims, liens, costs, disbursements, expenses (including legal expenses), liabilities or taxes whatsoever in any way relating to the Vehicle, (including, without limitation, any claim relating to any types of defects whatsoever whether or not discoverable by Lessee, any claim in tort for strict liability or negligence or any traffic tickets, parking tickets, moving violations or toll charges). Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This clause shall be effective and in full force and effect from the date of the execution of this Lease even though the rental term of any Vehicle under this Lease has not yet commenced. The indemnities contained in this clause shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand. All expenses incurred under this paragraph shall be borne by Lessee.

20. SECURITY DEPOSIT. Lessor may apply the Security Deposit as it wishes, at any time, to any amounts due under this Lease if not paid by Lessee. Lessee will not earn any interest on the Security Deposit. At the termination date of this Lease, the Security Deposit, net of any arrears or payments due, will be refunded to Lessee.

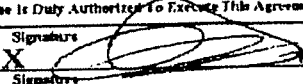
21. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following shall constitute an Event of Default: (i) Lessee fails to pay any amounts payable hereunder; (ii) Lessee fails to perform or observe any covenant, term or condition hereunder; (iii) Lessee has made any material misrepresentation in seeking or performing this Agreement; (iv) Lessee becomes insolvent or commits an act of insolvency; (v) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (vi) a writ, judgment, execution, lien, attachment or process is issued or levied against the Vehicle; (vii) Lessee loses control or possession of its business premises and/or the Vehicle to any creditor; (viii) Vehicle is at risk; (ix) Lessee fails to provide adequate insurance as detailed in our "Insurance" clause. Upon the happening of any Event of Default, Lessor in its absolute discretion may: (a) enter upon the premises where such Vehicle is located and take immediate possession thereof and remove the same without liability to Lessor by reason of such entry or taking of possession; (b) in the name of and as the irrevocably appointed agent and power of attorney for Lessee and without terminating or being deemed to have terminated this Agreement, proceed to rent the Vehicle to any other, firm or corporation on such terms and conditions, for such rent and for such period of time as Lessor may deem fit and apply such rent to any amounts payable hereunder; (c) Lessee accepts that Lessor's remedies will include the right to make any Software used by the Vehicle inoperative through any means; (d) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than seven (7) days from the date of such notice, require Lessee to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rent and other amounts due and unpaid, and (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rent payable to the expiration of the Term discounted by six percent (6%) per annum, and (iii) the amount of any residual interest which Lessor may have in the Vehicle which was used in the calculation of the Rent; (iv) as a late charge, require the payment of interest at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly on any due payment until paid and (v) as compensation for the additional administrative work resulting from said default an additional amount equal to fifteen percent (15%) of the total amount payable hereunder; (vi) all legal costs on a full substantial indemnity basis and collection costs incurred by Lessor as a result of the event of default. No remedy of Lessor available in this Lease, in law, or in equity, shall be exclusive or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. Lessee hereby authorizes its landlord to provide Lessor access to the Location to remove the Vehicle in case of default.

22. CROSS-COLLATERAL DEFAULT. A material default under this agreement shall be deemed and trigger a material default under any and all agreements between Lessor (whether Lessor is original Lessor or assignee) and any and all Lessees signed on this Agreement. This section applies to each Lessee or Guarantor jointly and severally, and to any agreements between Lessor and Lessee where Lessee is also joint and several. Lessor may elect, in its sole discretion, to forbear enforcement on any other Lease, but in so doing, Lessor shall not be deemed to waive its rights under this section.

23. NOTICES AND WAIVER. Any notices required to be given herein shall be given to the parties in writing at the addresses herein, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices shall be deemed to have been received by the other party on the day when such notices were sent. The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présence conviennent à ce que ce document soit rédigé en anglais.)

24. COLLECTION CHARGES. Should Lessee fail to pay when due any part of the Rent, or renewal Rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition to any other payments, interest on any and all delinquent payments from the date thereof until paid in full at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly. Lessee further agrees to pay to Lessor for a returned cheque or a Pre-Authorized Payment debit a charge in an amount the greater of \$50.00 or the actual bank charge.

25. MISCELLANEOUS. (a) This Agreement shall be governed by the laws of the Province of Ontario or, at the option of the Lessor, the Province(s) in which the use of this Vehicle was originally intended and Lessee hereby attorns to the jurisdiction of the courts of such Province as the Lessor selects; (b) No waiver by Lessor of any term of this Agreement shall constitute a waiver of any other term or any of Lessor's rights; (c) This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein, and no modifications, amendments, additions or variations shall be binding unless agreed to in writing and properly executed by the parties; (d) This Agreement shall be binding upon the parties hereto and their permitted successors and assigns; (e) For purposes of the Civil Code of Quebec, Lessee acknowledges that this Agreement shall be considered a Contract of Leasing; (f) For purposes of Leases contracted in the Province of Saskatchewan, if the Lessee is a corporation, the Lessee agrees that The Limitation of Civil Rights Act has no application to this Agreement or any renewal or extension hereof, and hereby waives any and all benefits and remedies provided by that Act; (g) Lessee hereby acknowledges receipt of a copy of this Agreement; (h) all indemnities of Lessor by Lessee as set in this Agreement shall survive the termination of this Agreement; (i) If any Term or condition of the Lease is found to be unenforceable, the remainder of the Lease Terms & Conditions shall remain in effect. Version: February 14, 2009

Signature:	The Undersigned Affirms That He/She Is Only Authorized To Execute This Agreement	Lessor	Appr #	33788	
Cow Harbour Construction Ltd.	Signature 				Signature
	Signature				Signature

KEMPENFELT LEASING
 A Division Of Equirex Vehicle Leasing 2007 Inc.
 700 Dorval Drive Suite 302,
 Oakville, ON, L6K 3V3
 Tel: 905 844-4424 - Fax: 1-866-404-4148

Insurance Coverage & Confirmation Request

Lease #	
Approval #	33788

ATTENTION: INSURANCE BROKER/AGENT

This confirmation serves as temporary proof of insurance for the purpose of approving a lease for funding. If you are able to provide a Certificate of Insurance or Policy at this time, we prefer you do so in place of this confirmation. If you are unable to do so, we ask that you please do both of the following:

- 1.) Fill out this confirmation, and fax it to 1-866-404-4148, so the lease may be funded; and
- 2.) Fax and mail a signed Certificate of Insurance or Policy to our Customer Service Dept. at the address below within 30 days:

Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.
 700 Dorval Drive, Suite 302, Oakville, Ontario L6K 3V3

Toll Free: 877-378-4739 Fax: 1-866-404-4148 email: Insurance@equirex.com

Customer Name: Cow Harbour Construction Ltd.

Street Address: 316 MacKay Crescent

City: Fort McMurray

Prov: AB

Postal Code:

Insured Name (If other than Customer):

Equipment Value/Desc: \$ 101,341.00 - 2010 Ford F550 4x4 Chassis Cab DRW/165 6.4L V-8 Diesel VIN-1FDAF5HR8AEB03765

Customer Signature: X

Section A - Property

This is to certify that Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc. is listed as a LESSOR and provided S.E.F. No. 6a - Permission to Rent or Lease Endorsement under the following policy with respect to the equipment describe above.

Type	Insurance Company	Policy Number	Term (mm/dd/yy)	Amounts
<input type="checkbox"/> All Perils (A/P)		#	Effective:	Limit:
<input type="checkbox"/> Collision (Coll.)				Deductibles (max. \$5,000):
<input type="checkbox"/> Comprehensive (Comp.)			Expiration:	A/P: \$ _____
<input type="checkbox"/> Specified Perils (SP)				Coll: \$ _____
<input type="checkbox"/> Other				Comp/SP: \$ _____
				Other: \$ _____

Section B - Liability

The minimum liability required by Kempenfelt is \$2,000,000

Type	Insurance Company	Policy Number	Term (mm/dd/yy)	Limits of Liability
<input type="checkbox"/> Liability Coverage		#	Effective:	Inclusive Limit:
			Expiration:	\$ _____

If the policies described above are cancelled or changed so as to materially restrict the coverage provided, 20 days notice must be provided by registered mail to Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc. at the above address.

Broker Information - Please Print Clearly

Agency/Brokerage Firm:			Contact:
Address:			City:
Prov:	Postal Code:	Phone:	Fax:
Authorized Signature:			Date:



Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing
700 Dorval Drive Suite 302, Oakville, ON, L6K 3V3
Phone: 905 844-4424 Fax: 1-866-404-4148

S.C.F. No. 1 - Lessee's Insurance Undertaking

Lease #	
Approval #	33788

Lessee Name	Cow Harbour Construction Ltd.
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During the term of the lease contract whereby I/We, the lessee of the automobiles listed in Equipment Description field on this form, owned by Equirex Vehicle Leasing 2007 Inc. (hereinafter called the Lessor), agree to effect and maintain a Standard Automobile Policy (Owner's Form), including S.E.F. No 5a - Permission to Rent or Lease Endorsement (specified lessee including modified application - separate policy) in the name of the Lessor with respect to the below described automobiles for the following perils, limits and amounts;

Customer Name:	Cow Harbour Construction Ltd.		
Street Address:	318 MacKay Crescent		
City:	Fort McMurray	Province:	AB
		Postal Code:	T9H 4E4
Insured Name (if other than Customer):			
Equipment Description	1 2010 Ford F550 4x4 Chassis Cab DRW/165 6.4L V-8 Diesel VIN-1FDAF5HR6AEB03765		
Equipment Value \$	\$101,341.00		

The minimum liability required by Equirex is \$2,000,000

The minimum liability required by Equine is \$2,000,000

INSURING AGREEMENT		PERILS	LIMITS AND AMOUNTS	
SECTION A Third Party Liability		Legal liability for bodily injury to or death of any person or damage to property	\$	(EXCLUSIVE OF COSTS AND POST JUDGMENT INTEREST) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.
SECTION A Accident	SUBSEC 1.	Payments for death or bodily injury	\$	as stated in section b of the policy or each person
	2.		as stated in section B of the policy or principal sum \$ max. weekly benefit \$	
	3.	Uninsured Motorist	as stated in section B of the policy	
SECTION C Loss of or damage to	SUBSEC 1.	All Perils	\$	
	2.	Collision or Upset	\$	
	3.	Comprehensive (Excluding collision or	\$	
	4.	Specific perils (Excluding collision or	\$	
Endorsements				

I/we agree to deliver or cause to be delivered to the Lessor, within the 30 day period immediately following the date of the delivery of the automobile(s) to me/us, such Insurance policy and any endorsements and certificates applicable thereto.

I/we agree to deliver or cause to be delivered to the Lessor, within the 15 day period immediately following the expiry or termination date of such policy, written evidence of the renewal or replacement of such policy.

I/we further agree and acknowledge that, should I/we fail to comply with this Lessee's Insurance Undertaking, I/we shall reimburse the Lessor for all amounts they would not otherwise be liable to pay.

Signatures: The Undersigned Affirms That He/She Is Duty Authorized To Execute This Agreement		Date Feb 2, 2010	
Cow Harbour Construction Ltd.	Signature: X	Signature:	
	Signature:	Signature:	

N.V.IS. / D.V.N.

NEW VEHICLE INFORMATION STATEMENT/DESCRIPTION DU VÉHICULE NEUF

Vehicle Identification Number Numéro d'identification du véhicule	Plate No. N° de plaque
1. 1FDAF5HR6AEB03765	
2.	

Make Marque	Model Modèle	Series Série	Colour Couleur	Body Type Type de carrosserie	Model Year Année - modèle
1. FORD	F-SER	4X4 SD RC	GRN/VER	RC	10
2.					

No. of Cyl. Nombre de cyl.	Motive Power Force motrice	Shipping Wt. (kg) Masse à l'envol	G.V.W.R (kg) M.T.C.I.	Front Axle Rating (kg) Charge à l'essieu avant	Wheelbase (mm) Empattement	OFFICE USE ONLY À L'USAGE DU BUREAU
1. 8	D	03419	8845	2722	04186	
2.						

Manufacturers/Importer's Name & Location
Nom et adresse du fabricant ou importateur

1. Ford Motor Company of Canada, Limited Ford du Canada Limitée Oakville Ontario

2.

I, the undersigned, authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle herein described is assigned on this date for registration to:

Je soussigné représentant autorisé de la compagnie, firme ou corporation désignée ci-dessous, déclare par la présente que le véhicule neuf ci-dessus est cédé à cette date, afin d'être immatriculé, à:

Name of purchaser/Nom de l'acheteur (Surname/Nom de famille, First Name/Prénom) Initial/Initiale

Address/Adresse (Street No. or Lot, Conc. and Township/N°, rue ou lot, concession et canton) Apt. No./N° d'app.

Post Office (City, Town or Village and R.R. No.)/Bureau de poste (Ville, village et R.R.) Postal Code/Code postal

Telephone/Téléphone

Odometer Reading
Kilomètres au compteur

KM

and certify that the vehicle is new and has not been registered previously

et je certifie que ce véhicule est neuf et qu'il n'a pas été immatriculé précédemment

Dealer's Name
Nom du commerçant

Dealer's No.
N° du commerçant

A6 010

Day/J. Mo./M. Yr./

Authorized Signature/Signature autorisée

Date

LEASE INFORMATION/DONNÉES DE LOCATION

Name of lessee/Nom du locataire (Surname/Nom de famille, First name/Prénom)

Initial/Initiale

Telephone/Téléphone

Address/Adresse (Street No. or Lot, Conc. and Township/N°, rue ou lot, concession et canton) Apt. No./N° d'app.

Post Office (City, Town or Village and R.R. No.)/Bureau de poste (Ville, village et R.R.) Postal Code/Code postal

THIS IS NOT A TITLING DOCUMENT /
CE DOCUMENT NE CONSTITUE PAS UN TITRE DE PROPRIÉTÉ



Econolease Financial Services
900 Centurian Drive, Suite 213, Markham, ON,
L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

OPTION TO PURCHASE SCHEDULE B

It contains important Legal and Financial Terms and
Conditions Please read all pages carefully. Feel free to

Lease #	
Approval #	33788

Lessee Name	Cow Harbour Construction Ltd.
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Lessor agrees that provided the Lessee is not in default under the above captioned Lease Agreement, the Lessee will have the option to purchase the equipment by complying with the terms set forth herein. This option is not assignable by the Lessee.

Lessee shall, 30 days prior to the last payment as set out below, deliver to the Lessor written notice of the Lessee's intent to exercise the purchase option set forth below or return the equipment as per the Lease Agreement clause under "Return of Equipment Upon Termination". If this notice is not received within the 30 day period, upon the expiration of the term, the Lessee shall be deemed to be "overholding" and the Lease shall be considered to be in a renewal period and Rents shall continue to accrue until notified by the Lessee.

The equipment purchased is set forth in the Lease Agreement and/or Schedule A of said Lease Agreement. The title to the equipment is transferred on an "as is, where is" basis without warranties or representations whatsoever, either expressed or implied. By exercising this purchase option, the Lessee confirms the suitability, durability, quality and condition of the equipment irrevocably. The title to the equipment does not transfer until all funds due Lessor have cleared the financial institution of the Lessee, said clearance to be determined at the Lessor's sole discretion.

Lessor and Lessee agree the price, set forth below, is their present best estimate of the fair market value on the option date. The price, plus applicable provincial and federal sales tax, is payable in cash within 30 days of the final payment due within, failing which this option becomes null and void and the Lease Agreement continues unabated.

Prepayment: There are no penalties charged to the Lessee to pay out the Lease Agreement. The Lease Agreement may be paid out at any time after 12 monthly payments have been made. The pay out amount the Lessee will be charged is calculated as the Present Value of the balance of payments outstanding on the Lease Agreement calculated using a six percent (6%) discount rate.

Equipment Purchase Option		
On Completion Of -	Purchase Option	Option Purchase \$ (Taxes extra)
60 Payments	Early Purchase Option	\$ 10,134.10
66 Payments	FMV	

Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement			
Cow Harbour Construction Ltd.	Signature		Signature
	Signature		Signature
Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Signature		Date

Printed: February 1, 2010 2:51 PM



Econolease Financial Services
90CCenturian Drive, Suite 213, Markham, ON, L3R 1
Phone: 888 473-9309 Fax: 888 287-4799

COMMENCEMENT ON NON-DELIVERY

It contains important Legal and Financial Terms and Conditions. Please
read all pages carefully. Feel free to ask questions before signing.

Lease #	
Customer #	33788

LESSEE NAME	Cow Harbour Construction Ltd.
-------------	-------------------------------

Notwithstanding that all of the equipment under the Lease has not been delivered, the undersigned agrees that all of its obligations under the Lease including its obligations to make payments under the Lease are in full force and effects as of the date hereof and that the Lease shall remain in full force and effect regardless of whether any equipment not yet delivered is delivered hereafter.

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Signature:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date: Feb 2, 2010
Cow Harbour Construction Ltd.	Signature X		Signature
	Signature		Signature



Econolease Financial Services

90C Centurian Drive, Suite 213, Markham, ON, L3R 8C

Phone: 888 473-9309 Fax: 888 287-8799

DELIVERY AND ACCEPTANCE**SCHEDULE "D"**

It contains important Legal and Financial Terms and Conditions. Please read all pages carefully. Feel free to ask questions before signing.

Lease #

Appr. #

33788

LESSEE
NAME

Cow Harbour Construction Ltd.

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee, acknowledges delivery and/or installation of the leased equipment, as per the Equipment Description on the Lease Agreement or on Schedule "A" and/or changes below. Any variances, inclusions or exclusions must be documented below. The Lessee confirms that this Equipment is for their own use, has been inspected, is operating satisfactorily, is in all respects as represented and is fit for the purpose for which it was intended.

The Lessee acknowledges, certifies, represents and warrants that the equipment is intended solely for business purposes. The Lessee hereby approves the Supplier's invoice for payment and instructs the Lessor to pay this invoice and commence the Lease.

Lessee also acknowledges that the Lessee has read the Lease Agreement, in its entirety, and in particular clauses on NON-CANCELLABLE CONTRACT, REPRESENTATIONS AND WARRANTIES with specific reference to "... If the Equipment... fails to function... Lessee shall nevertheless unconditionally pay Lessor all Rent...", INSURANCE, and MAINTENANCE, REPAIR AND REPLACEMENT, and is aware of and understands the Payment Term thereof and is aware of and understands that the subject equipment is the property of the Lessor.

Equipment Remains At All Times The Property Of Lessor

The undersigned acknowledges that the payments under the proposed lease are rental payments for the use of the equipment, and are not payments of principal and interest. The undersigned further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, Equirex, its agents, or anyone on its behalf. The rental payments include a return on investment to Equirex and therefore the total payments are greater than the value of the equipment.

The Lessee authorizes the Landlord to provide access to the Lessor to the premises to enforce their security should the Lessee be in default of the Lease Agreement with the Lessor.

Consent for the Surrender and Sale of the Equipment. The Lessee irrevocably grants the Lessor the right to sign a voluntary consent and order for the surrender and sale of the Equipment on behalf of the Lessee in the Event of Default under the Lease.

WAIVER: The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présentes conviennent à ce que ce document soit rédigé en anglais.)

FAX COPY: The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Show only if - Changes To Equipment List As Per Lease Or Schedule A's

Quantity	Make, Model, Serial Number, Description	All Changes Must Be

Vendor Name	Waterloo Ford Lincoln Sales	Rep.	
Address	11420 107 Avenue NW Edmonton AB T5H 0Y5	Tel.	780 423-4330

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date: Feb 2, 2010
Cow Harbour Construction Ltd.	Signature X	Signature	Signature
	Signature		Signature

26234 - KEMPENFELT F550 S/N 3765

Compound Period : Monthly

Nominal Annual Rate : 15.154 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	01/02/2010	101,369.00	1		
2 Lease Payment	01/02/2010	10,334.10	1		
3 Lease Payment	01/03/2010	2,061.48	65	Monthly	01/07/2015

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Interest	Principal	Balance
Lease	01/02/2010				101,369.00
1	01/02/2010	10,334.10	0.00	10,334.10	91,034.90
2	01/03/2010	2,061.48	1,149.64	911.84	90,123.06
3	01/04/2010	2,061.48	1,138.13	923.35	89,199.71
4	01/05/2010	2,061.48	1,126.47	935.01	88,264.70
5	01/06/2010	2,061.48	1,114.66	946.82	87,317.88
6	01/07/2010	2,061.48	1,102.70	958.78	86,359.10
7	01/08/2010	2,061.48	1,090.60	970.88	85,388.22
8	01/09/2010	2,061.48	1,078.33	983.15	84,405.07
9	01/10/2010	2,061.48	1,065.92	995.56	83,409.51
10	01/11/2010	2,061.48	1,053.35	1,008.13	82,401.38
11	01/12/2010	2,061.48	1,040.62	1,020.86	81,380.52
2010 Totals		30,948.90	10,960.42	19,988.48	
12	01/01/2011	2,061.48	1,027.72	1,033.76	80,346.76
13	01/02/2011	2,061.48	1,014.67	1,046.81	79,299.95
14	01/03/2011	2,061.48	1,001.45	1,060.03	78,239.92
15	01/04/2011	2,061.48	988.06	1,073.42	77,166.50
16	01/05/2011	2,061.48	974.51	1,086.97	76,079.53
17	01/06/2011	2,061.48	960.78	1,100.70	74,978.83
18	01/07/2011	2,061.48	946.88	1,114.60	73,864.23
19	01/08/2011	2,061.48	932.80	1,128.68	72,735.55
20	01/09/2011	2,061.48	918.55	1,142.93	71,592.62
21	01/10/2011	2,061.48	904.12	1,157.36	70,435.26
22	01/11/2011	2,061.48	889.50	1,171.98	69,263.28
23	01/12/2011	2,061.48	874.70	1,186.78	68,076.50
2011 Totals		24,737.76	11,433.74	13,304.02	
24	01/01/2012	2,061.48	859.71	1,201.77	66,874.73
25	01/02/2012	2,061.48	844.54	1,216.94	65,657.79
26	01/03/2012	2,061.48	829.17	1,232.31	64,425.48
27	01/04/2012	2,061.48	813.60	1,247.88	63,177.60
28	01/05/2012	2,061.48	797.85	1,263.63	61,913.97
29	01/06/2012	2,061.48	781.89	1,279.59	60,634.38
30	01/07/2012	2,061.48	765.73	1,295.75	59,338.63

26234 - KEMPENFELT F550 S/N 3765

Date	Lease Payment	Interest	Principal	Balance
31 01/08/2012	2,061.48	749.36	1,312.12	58,026.51
32 01/09/2012	2,061.48	732.79	1,328.69	56,697.82
33 01/10/2012	2,061.48	716.01	1,345.47	55,352.35
34 01/11/2012	2,061.48	699.02	1,362.46	53,989.89
35 01/12/2012	2,061.48	681.82	1,379.66	52,610.23
2012 Totals	24,737.76	9,271.49	15,466.27	
36 01/01/2013	2,061.48	664.39	1,397.09	51,213.14
37 01/02/2013	2,061.48	646.75	1,414.73	49,798.41
38 01/03/2013	2,061.48	628.88	1,432.60	48,365.81
39 01/04/2013	2,061.48	610.79	1,450.69	46,915.12
40 01/05/2013	2,061.48	592.47	1,469.01	45,446.11
41 01/06/2013	2,061.48	573.92	1,487.56	43,958.55
42 01/07/2013	2,061.48	555.14	1,506.34	42,452.21
43 01/08/2013	2,061.48	536.11	1,525.37	40,926.84
44 01/09/2013	2,061.48	516.85	1,544.63	39,382.21
45 01/10/2013	2,061.48	497.34	1,564.14	37,818.07
46 01/11/2013	2,061.48	477.59	1,583.89	36,234.18
47 01/12/2013	2,061.48	457.59	1,603.89	34,630.29
2013 Totals	24,737.76	6,757.82	17,979.94	
48 01/01/2014	2,061.48	437.33	1,624.15	33,006.14
49 01/02/2014	2,061.48	416.82	1,644.66	31,361.48
50 01/03/2014	2,061.48	396.05	1,665.43	29,696.05
51 01/04/2014	2,061.48	375.02	1,686.46	28,009.59
52 01/05/2014	2,061.48	353.72	1,707.76	26,301.83
53 01/06/2014	2,061.48	332.16	1,729.32	24,572.51
54 01/07/2014	2,061.48	310.32	1,751.16	22,821.35
55 01/08/2014	2,061.48	288.20	1,773.28	21,048.07
56 01/09/2014	2,061.48	265.81	1,795.67	19,252.40
57 01/10/2014	2,061.48	243.13	1,818.35	17,434.05
58 01/11/2014	2,061.48	220.17	1,841.31	15,592.74
59 01/12/2014	2,061.48	196.91	1,864.57	13,728.17
2014 Totals	24,737.76	3,835.64	20,902.12	
60 01/01/2015	2,061.48	173.37	1,888.11	11,840.06
61 01/02/2015	2,061.48	149.52	1,911.96	9,928.10
62 01/03/2015	2,061.48	125.38	1,936.10	7,992.00
63 01/04/2015	2,061.48	100.93	1,960.55	6,031.45
64 01/05/2015	2,061.48	76.17	1,985.31	4,046.14
65 01/06/2015	2,061.48	51.10	2,010.38	2,035.76
66 01/07/2015	2,061.48	25.72	2,035.76	0.00
2015 Totals	14,430.36	702.19	13,728.17	
Grand Totals	144,330.30	42,961.30	101,369.00	

26234 - KEMPENFELT F550 S/N 3765

Last interest amount increased by 0.01 due to rounding.

#178

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Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

VEHICLE LEASE AGREEMENT

Notice: This is a Non-Cancelable, Binding Contract.
It contains important Legal and Financial Terms and Conditions. Please read all
pages carefully. Feel free to ask questions before signing.

Lease #
Appr. #

33765

LESSEE		Cow Harbour Construction Ltd.						
ADDRESS	Street	316 MacKay Crescent	City	Fort McMurray	Prov.	AB	Postal Code	T9H 4E4
Contact	Name	George Murphy	Tel:	780 791-5477	Fax:	780 743-3073		

VEHICLE INFORMATION

Location (If Different)	Street	316 MacKay Crescent	City	Fort McMurray	Province	AB	Postal Code	T9H 4E4
Quantity	Mkcc, Model, Serial Number, Description							
1	2010 Ford F559 4x4 Chassis Cab DRW/165 6.4L V-8 Diesel VIN-1FDAF5HR4AEB03764							

RENTAL DETAILS

TERM # OF MOS.	NUMBER OF PAYMENTS	PAYMENT/ FREQUENCY	PAYMENT METHOD	RENT(AMOUNT)	GST \$	PST \$	TOTAL RENT (AMOUNT)
66	65	See Invoice Monthly	Cheque PAP	\$10,334.10 \$2,061.48	\$ 516.71 \$ 103.07	\$0.00 \$0.00	\$10,850.81 \$2,164.55

PRE-AUTHORIZED PAYMENT PLAN (PAP) (Please attach an unsigned sample cheque)

Lessor is hereby authorized to draw payments under its PAP, from the bank account as specified on the attached sample cheque, to cover the "Total Period Payment" or other amounts due under the terms of this agreement. Upon any form of default, Lessor is hereby authorized and requested to periodically draw payment when due including all charges and fees from Lessee's credit card:

Visa or MC: Name on Credit Card:	Credit Card #:	Expiry Date:
Per: <u>X</u> Authorized Cheque Signing Officer	Per: <u>X</u> Authorized Cheque Signing Officer	Title

TERMS AND CONDITIONS (CONTINUED ON PAGE 2 AND 3) Version February 14, 2009

1. CREDIT INVESTIGATION & CONSENT TO PERSONAL INFORMATION SHARING. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor. I understand and consent to this application being held on file by Lessor for the above purposes, as well as for statistical analysis, until twelve months from the end of the leasing relationship, after which Lessor, in keeping with its privacy policy, will destroy this document subject to any overriding legislation or government regulations. If I wish a copy of the official Privacy Policy, I may request same.

2. JOINT AND SEVERAL LIABILITY. Lessee and Co-Lessee(s), unconditionally and absolutely guarantee to Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance of all present and future obligations under the Agreement, including all schedules, addenda and amendments which may be added or made from time to time. Lessee and Co-Lessee(s) agree that their liability for such obligations is joint and several. Any and all payments made in respect of the obligations hereunder from time to time, and monies realized from any securities held therefore, may be applied to such part or parts of the obligations as Lessor sees fit. Lessor shall not be required to enforce or exhaust any particular remedy, as against any particular obligor, but may choose to enforce against any one or more of the obligors, and may select any one or more remedies, all of which shall be cumulative, not exclusive, and in no order of requirement.

3. NOTE TO LESSEES AND CO-LESSEES: All signatures to this Lease bind the Signator(s) to Lessor for the duration of the Lease regardless of any agreements between Lessees. All Lessees acknowledge that they have read the multi-page Agreement and Accept the Terms and conditions and had the opportunity to ask for any explanations, and that they have had ample time to consult legal and other advisors prior to signing. Lessee and Co-Lessee(s) accept that where they have signed this contract under their own names, they have signed in their personal capacity. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the dated signature of a duly authorized representative of Lessor.

4. NON-CANCELABLE CONTRACT. Once funds are advanced by the Lessor, this agreement cannot be terminated by Lessee for any reason whatsoever. In the event that Lessee cancels this Lease after signing the Lease but prior to funds being advanced, Lessee will pay a cancellation fee of 10% of the total Vehicle cost plus funds advanced to any Vendor on the direction of the Lessee. This cancellation fee will also apply if Lessor cancels the Lease due to a) Lessee's initial payment being dishonoured, or, b) Lessee(s) or guarantor(s) misrepresenting information upon the knowledge of which the Lessor would not have approved the Lease.

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement	
Cow Harbour Construction Ltd.	Signature <u>X</u>	Signature
	Signature	Signature
Executed and Accepted as LESSOR:	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Date: FEB 10 2010

ADDITIONAL TERMS AND CONDITIONS (Continued on page 3) - Version February 14, 2009

5. RENTAL PAYMENT AND ACKNOWLEDGEMENT. Lessor hereby rents to Lessee the personal property listed and described hereof ("Vehicle") set forth herein. The Lessee acknowledges that the payments under the proposed lease are rental payments for the use of the Vehicle, and not payments of principal and interest. The Lessee further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, or any other third party. The rental payments include a return on investment to the funder and therefore the total payments are greater than the value of the vehicle. Lessee shall pay to Lessor the Total Rent ("Rent") (set forth on the first page of the Lease Agreement) on the first day of each payment period of the Term commencing in the period following the delivery of the Vehicle.

6. FAX COPY AND AGREEMENT IN COUNTERPART. The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original. The parties agree that this Agreement and any Schedules or amendments thereto may be signed in counterpart, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

7. FIDUCIARY DUTY. Lessee acknowledges that it uses the Vehicle solely at the discretion of the Lessor and in accordance with the terms of this Agreement. Lessee holds the Vehicle as trustee for the Lessor, and the Lessee's fiduciary obligations to Lessor include, but are not limited to, holding and maintaining the Vehicle in Lessee's care and control for benefit of Lessor so Vehicle may be returned to Lessor upon default or completion of this Agreement.

8. NO RIGHT TO SELL. Lessee has no right to sell, sublet, or otherwise transfer any interest in Vehicle. If such sale, sublet, or transfer is deemed or occurs, any proceeds shall be received and held in trust for benefit of Lessor, to be promptly delivered to Lessor, without any compromise or waiver of Lessor's interest in Vehicle.

9. LOCATION AND USE. The Vehicle shall be located and stored at the place designated on the first page of the Lease Agreement. Lessee shall at all times advise Lessor of a change in the storage location. Lessee warrants that the Vehicle will be used for business or commercial purposes only. Lessee shall cause the Vehicle to be operated carefully by competent and duly qualified personnel only and in compliance with manufacturer's recommendations, applicable laws and regulations.

10. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the supplier of the Vehicle and the Vehicle itself have been selected by Lessee for the purpose of the rental under this Agreement and that the Lessee alone has full knowledge of the Vehicle and its condition. Lessee acknowledges that Lessor has had no part in the sale or selection of the Vehicle nor has Lessor had the opportunity to inspect the Vehicle. Except as hereafter set forth, no representation or warranty, express or implied, is given in respect to the Vehicle, including but without limitation, the merchantability, condition, design, operation or fitness for a particular purpose or its freedom from liens and encumbrances. If the Vehicle is not properly installed, does not operate as intended by Lessee or as represented by the supplier, totally fails to function or perform so as to give rise to a fundamental breach of this Agreement, or is unacceptable for any other reason whatsoever, Lessee shall claim only against supplier and shall nevertheless unconditionally pay Lessor all Rent and other amounts payable hereunder. In no event shall Lessor be liable to Lessee for damages, resulting from or in any way connected with the use or performance of the Vehicle. Lessee accepts Vehicle on an "as is, where is" basis against Lessor. Lessor hereby assigns to Lessee and Lessee hereby accepts for and during the applicable Term, any warranties of the supplier with respect to the Vehicle.

11. RETURN OF VEHICLE UPON TERMINATION. At the end of the Term or upon termination of this Lease for any reason, Lessee shall at Lessee's expense deliver the Vehicle to Lessor. If Lessee fails to do so within ten (10) days, Lessor shall have the right to enter upon the premises where the Vehicle may be and take possession of it at Lessee's expense without legal process, without liability to Lessor. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal, including claims for trespass. If the Vehicle, when returned to or recovered by Lessor, is not in good condition and repair, Lessor may, at Lessee's expense payable on demand as additional Rent, make all repairs and replacements necessary to place such Vehicle in as good condition as it was at the date of commencement of the original term hereof, reasonable wear and tear excepted. In the event that Lessee fails to return the Vehicle to Lessor upon the expiration of the Term, then Lessee shall be deemed to be "overholding" and Rents shall continue to accrue. In the event of default in the Lease as hereinafter set forth, the Lessee irrevocably grants the Lessor the right to sign a Voluntary Consent and Order for the Surrender and Sale of the Equipment on behalf of the Lessee.

12. LAWS AND TAXES. Lessee shall comply with all governmental laws, regulations and orders applicable to the Vehicle and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales taxes, goods and services taxes, property taxes, excise and other taxes ever imposed by any federal, provincial, municipal or other taxing authority relating to this Agreement and/or the Vehicle (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option be payable immediately from Lessee to Lessor.

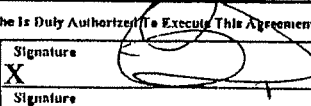
13. INSURANCE. Lessee shall obtain prior to the delivery of the vehicle and maintain for the entire term of this Lease, at its own expense, insurance for all risks of physical loss or damage to the Vehicle and to persons associated with the Vehicle, including without limitation, theft, collision, personal injury or death and liability and damage to property of others and such other risks of loss as are customarily covered by insurance on the type of Vehicle leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor with the following minimums (unless a higher amount is required by law): a) third party liability with a combined single occurrence limit of at least \$2,000,000; b) comprehensive fire and theft for the full replacement cost of the vehicle with a maximum deductible of \$5,000; c) collision for at least the full replacement cost of the vehicle with a maximum deductible of \$5,000. Each insurance policy will name Lessee and Lessor as co-insureds in respect of the Vehicle, will designate Lessor as sole and exclusive loss payee in respect of the Vehicle, and will specify that the proceeds of insurance generated in the event of any damage to or loss of the Vehicle ("Proceeds") shall be allocable exclusively to the Vehicle, segregated from proceeds generated by any damage to or loss of other property and/or persons insured under the policy, and payable to Lessor. Each such policy shall also contain a clause requiring the insurer to give at least 30 days prior written notice of any alteration in terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance prior to the commencement of the term of this Lease and 30 days prior to the expiry date of each such insurance policy. Lessee further agrees to give Lessor prompt notice of any damage or loss of the Vehicle or any part thereof. Lessee will at its own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If the vehicle should be damaged but is capable of being repaired and the proceeds are insufficient to pay the repair cost, the Lessee accepts that the Vehicle will be repaired or replaced and the Lessee will be responsible and pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Where, in the opinion of the Insurer, the Vehicle is damaged beyond repair Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by the Lessor in our sole and absolute discretion, is received by us from the insurer or the Lessee. Lessee agrees that the Lessor shall not be required to provide the Lessee with a replacement vehicle while the vehicle is being repaired or replaced or if the vehicle is damaged beyond repair. Performance by Lessor under this paragraph will not affect or release Lessee's obligations and liabilities. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

14. ASSIGNMENT BY LESSEE/LESSOR. Lessee shall not assign or further charge against the Vehicle. Lessor shall be free to assign this Lease with or without notice, and if so assigned, assignee takes the place of Lessor in this Lease.

15. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion or correction of serial numbers, make/model numbers and/or other identifying references to the Vehicle and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement, and that Lessor shall be entitled to unilaterally correct same.

16. TITLE AND REGISTRATION. The Vehicle shall be registered in the name of the Lessor under the Provincial Laws pertaining to motor vehicles in the Province of regular use. The License plates will be registered in the name of the Lessee. Lessee shall have no right, title, interest in the Vehicle other than the right to maintain its possession and its use for the full Term and any Renewal Period, conditional upon Lessee's fulfillment of all the terms and conditions of this Agreement. Lessor and Lessee hereby confirm their intent

ZNEYLOO

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement	Lease#		Appr #	33765	
Cow Harbour Construction Ltd.	Signature 					Signature
	Signature					Signature

that the Vehicle shall always remain and be deemed personal or moveable property. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

17. TRACKING DEVICE. Lessor reserves the right to install any tracking or engine control device and to use same for its benefit to locate, secure or seize the Vehicle if any of the lease terms are not honored. Lessor's right to do so is cumulative with all other remedies set out herein and available at law. Lessor will not be responsible for any damage or loss of business suffered by Lessee as a result of such use by Lessor of any device of the nature described herein.

18. MAINTENANCE, REPAIR AND REPLACEMENT. Lessee at its own expense will maintain the Vehicle in good working order and condition, furnish parts, repair and other services necessary for such purpose, as set out in the owner's manual in accordance with the manufacturer's suggested maintenance schedule. Lessee agrees that only certified mechanics will repair the vehicle. Lessor shall at all reasonable times have access to the Vehicle for the purpose of inspecting it. All replacement, parts and accessories shall immediately upon acquisition by Lessee become the property of Lessor. Lessee may from time to time add parts or accessories not leased hereunder to the Vehicle only if such addition does not impair the present or future value or utility of the Vehicle or affect any warranty. Lessor may, at its sole discretion, make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease. Lessor may, at its sole discretion, set out terms for repayment of such amounts, in addition to or as part of the regular lease payments.

19. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee hereby assumes liability for, and does hereby agree to indemnify and save harmless Lessor, its agents and servants, officers and directors from and against any and all actions, claims, liens, costs, disbursements, expenses (including legal expenses), liabilities or taxes whatsoever in any way relating to the Vehicle, (including, without limitation, any claim relating to any types of defects whatsoever whether or not discoverable by Lessee, any claim in tort for strict liability or negligence or any traffic tickets, parking tickets, moving violations or toll charges). Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This clause shall be effective and in full force and effect from the date of the execution of this Lease even though the rental term of any Vehicle under this Lease has not yet commenced. The indemnities contained in this clause shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand. All expenses incurred under this paragraph shall be borne by Lessee.

20. SECURITY DEPOSIT. Lessor may apply the Security Deposit as it wishes, at any time, to any amounts due under this Lease if not paid by Lessee. Lessee will not earn any interest on the Security Deposit. At the termination date of this Lease, the Security Deposit, net of any arrears or payments due, will be refunded to Lessee.

21. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following shall constitute an Event of Default: (i) Lessee fails to pay any amounts payable hereunder; (ii) Lessee fails to perform or observe any covenant, term or condition hereunder; (iii) Lessee has made any material misrepresentation in seeking or performing this Agreement; (iv) Lessee becomes insolvent or commits an act of insolvency; (v) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (vi) a writ, judgment, execution, lien, attachment or process is issued or levied against the Vehicle; (vii) Lessee loses control or possession of its business premises and/or the Vehicle to any creditor; (viii) Vehicle is at risk; (ix) Lessee fails to provide adequate Insurance as detailed in our "Insurance" clause. Upon the happening of any Event of Default, Lessor in its absolute discretion may: (a) enter upon the premises where such Vehicle is located and take immediate possession thereof and remove the same without liability to Lessor by reason of such entry or taking of possession; (b) in the name of and as the irrevocably appointed agent and power of attorney for Lessee and without terminating or being deemed to have terminated this Agreement, proceed to rent the Vehicle to any other, firm or corporation on such terms and conditions, for such rent and for such period of time as Lessor may deem fit and apply such rent to any amounts payable hereunder; (c) Lessee accepts that Lessor's remedies will include the right to make any Software used by the Vehicle inoperative through any means, (d) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than seven (7) days from the date of such notice, require Lessee to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rent and other amounts due and unpaid, and (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rent payable to the expiration of the Term discounted by six percent (6%) per annum, and (iii) the amount of any residual interest which Lessor may have in the Vehicle which was used in the calculation of the Rent; (iv) as a late charge, require the payment of interest at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly on any due payment until paid and (v) as compensation for the additional administrative work resulting from said default an additional amount equal to fifteen percent (15%) of the total amount payable hereunder, (vi) all legal costs on a full substantial indemnity basis and collection costs incurred by Lessor as a result of the event of default. No remedy of Lessor available in this Lease, in law, or in equity, shall be exclusive or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. Lessee hereby authorizes its landlord to provide Lessor access to the Location to remove the Vehicle in case of default.

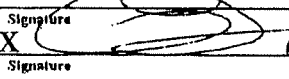
22. CROSS-COLLATERAL DEFAULT. A material default under this agreement shall be deemed and trigger a material default under any and all agreements between Lessor (whether Lessor is original Lessor or assignee) and any and all Lessees signed on this Agreement. This section applies to each Lessee or Guarantor jointly and severally, and to any agreements between Lessor and Lessee where Lessee is also joint and several. Lessor may elect, in its sole discretion, to forbear enforcement on any other Lease, but in so doing, Lessor shall not be deemed to waive its rights under this section.

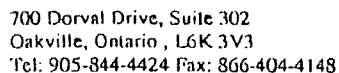
23. NOTICES AND WAIVER. Any notices required to be given herein shall be given to the parties in writing at the addresses herein, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices shall be deemed to have been received by the other party on the day when such notices were sent. The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présences conviennent à ce que ce document soit rédigé en anglais.)

24. COLLECTION CHARGES. Should Lessee fail to pay when due any part of the Rent, or renewal Rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition to any other payments, interest on any and all delinquent payments from the date thereof until paid in full at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly. Lessee further agrees to pay to Lessor for a returned cheque or a Pre-Authorized Payment debit a charge in an amount the greater of \$50.00 or the actual bank charge.

25. MISCELLANEOUS. (a) This Agreement shall be governed by the laws of the Province of Ontario or, at the option of the Lessor, the Province(s) in which the use of this Vehicle was originally intended and Lessee hereby attorns to the jurisdiction of the courts of such Province as the Lessor selects; (b) No waiver by Lessor of any term of this Agreement shall constitute a waiver of any other term or any of Lessor's rights; (c) This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein, and no modifications, amendments, additions or variations shall be binding unless agreed to in writing and properly executed by the parties; (d) This Agreement shall be binding upon the parties hereto and their permitted successors and assigns; (e) For purposes of the Civil Code of Quebec, Lessee acknowledges that this Agreement shall be considered a Contract of Leasing; (f) For purposes of Leases contracted in the Province of Saskatchewan, if the Lessee is a corporation, the Lessee agrees that The Limitation of Civil Rights Act has no application to this Agreement or any renewal or extension hereof, and hereby waives any and all benefits and remedies provided by that Act. (g) Lessee hereby acknowledges receipt of a copy of this Agreement; (h) all indemnities of Lessor by Lessee as set in this Agreement shall survive the termination of this Agreement. (i) If any Term or condition of the Lease is found to be unenforceable, the remainder of the Lease Terms & Conditions shall remain in effect. Version: February 14, 2009

ZNEYIC02

Signatures:	The Undersigned Affirms That He/She Is Fully Authorized To Execute This Agreement	Lessor		Appr #	33765	
Cow Harbour Construction Ltd.	Signature 					Signature
	Signature					Signature



SCHEDULE NOTAMEO


It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	ZNEY1002
Customer #	

LESSEE NAME	Cow Harbour Constructions Ltd
----------------	-------------------------------

[illegible]

The parties hereto agree that this document be written in the English language. (Les parties en présences conviennent à ce que ce document soit rédigé en Anglais.)

Signatures: The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement Date: FEB 10 2010	
Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Signature 

Version August 2, 2007



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON,
L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

OPTION TO PURCHASE SCHEDULE B

It contains important Legal and Financial Terms and
Conditions Please read all pages carefully. Feel free to

ZNEY1002

Lease #	
Approval #	33765

Lessee Name	Cow Harbour Construction Ltd.
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Lessor agrees that provided the Lessee is not in default under the above captioned Lease Agreement, the Lessee will have the option to purchase the equipment by complying with the terms set forth herein. This option is not assignable by the Lessee.

Lessee shall, 30 days prior to the last payment as set out below, deliver to the Lessor written notice of the Lessee's intent to exercise the purchase option set forth below or return the equipment as per the Lease Agreement clause under "Return of Equipment Upon Termination". If this notice is not received within the 30 day period, upon the expiration of the term, the Lessee shall be deemed to be "overholding" and the Lease shall be considered to be in a renewal period and Rents shall continue to accrue until notified by the Lessee.

The equipment purchased is set forth in the Lease Agreement and/or Schedule A of said Lease Agreement. The title to the equipment is transferred on an "as is, where is" basis without warranties or representations whatsoever, either expressed or implied. By exercising this purchase option, the Lessee confirms the suitability, durability, quality and condition of the equipment irrevocably. The title to the equipment does not transfer until all funds due Lessor have cleared the financial institution of the Lessee, said clearance to be determined at the Lessor's sole discretion.

Lessor and Lessee agree the price, set forth below, is their present best estimate of the fair market value on the option date. The price, plus applicable provincial and federal sales tax, is payable in cash within 30 days of the final payment due within, failing which this option becomes null and void and the Lease Agreement continues unabated.

Prepayment: There are no penalties charged to the Lessee to pay out the Lease Agreement. The Lease Agreement may be paid out at any time after 12 monthly payments have been made. The pay out amount the Lessee will be charged is calculated as the Present Value of the balance of payments outstanding on the Lease Agreement calculated using a six percent (6%) discount rate.

Equipment Purchase Option		
On Completion Of -	Purchase Option	Option Purchase \$ (Taxes extra)
60 Payments	Early Purchase Option	\$ 10,134.10
66 Payments	FMV	

Signatures : The Undersigned Affirms That He/She Is Duty Authorized To Execute This Agreement			
Cow Harbour Construction Ltd.	Signature		Signature
	Signature		Signature
Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Signature		Date FEB 10 2010



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 1
Phone: 888 473-9309 Fax: 888 287-8799

COMMENCEMENT ON NON-DELIVERY

It contains important Legal and Financial Terms and Conditions. Please
read all pages carefully. Feel free to ask questions before signing.

ZNEY1002

Lease #	
Customer #	33765

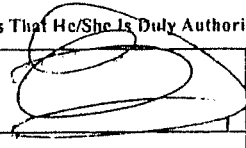
LESSEE NAME	Cow Harbour Construction Ltd.
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Notwithstanding that all of the equipment under the Lease has not been delivered, the undersigned agrees that all of its obligations under the Lease including its obligations to make payments under the Lease are in full force and effects as of the date hereof and that the Lease shall remain in full force and effect regardless of whether any equipment not yet delivered is delivered hereafter.

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

FEB 10 2010

Signature:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date: Feb 2, 2010
Cow Harbour Construction Ltd.	Signature X		Signature
	Signature		Signature





Econolease Financial Services
90C Centurion Drive, Suite 213, Markham, ON, L3R 8C
Phone: 888 473-9309 Fax: 888 287-8799

DELIVERY AND ACCEPTANCE

SCHEDULE "D"

It contains important Legal and Financial Terms and Conditions Please
read all pages carefully. Feel free to ask questions before signing.

2007/10/02

Lease #	
Appr. #	33765

LESSEE NAME	Cow Harbour Construction Ltd.
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DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee, acknowledges delivery and/or installation of the leased equipment, as per the Equipment Description on the Lease Agreement or on Schedule "A" and/or changes below. Any variances, inclusions or exclusions must be documented below. The Lessee confirms that this Equipment is for their own use, has been inspected, is operating satisfactorily, is in all respects as represented and is fit for the purpose for which it was intended.

The Lessee acknowledges, certifies, represents and warrants that the equipment is intended solely for business purposes. The Lessee hereby approves the Supplier's invoice for payment and instructs the Lessor to pay this invoice and commence the Lease.

Lessee also acknowledges that the Lessee has read the Lease Agreement, in its entirety, and in particular clauses on NON-CANCELLABLE CONTRACT, REPRESENTATIONS AND WARRANTIES with specific reference to "... If the Equipment... fails to function... Lessee shall nevertheless unconditionally pay Lessor all Rent...", INSURANCE, and MAINTENANCE, REPAIR AND REPLACEMENT, and is aware of and understands the Payment Term thereof and is aware of and understands that the subject equipment is the property of the Lessor.

Equipment Remains At All Times The Property Of Lessor

The undersigned acknowledges that the payments under the proposed lease are rental payments for the use of the equipment, and are not payments of principal and interest. The undersigned further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, Equirex, its agents, or anyone on its behalf. The rental payments include a return on investment to Equirex and therefore the total payments are greater than the value of the equipment.

The Lessee authorizes the Landlord to provide access to the Lessor to the premises to enforce their security should the Lessee be in default of the Lease Agreement with the Lessor.

Consent for the Surrender and Sale of the Equipment. The Lessee irrevocably grants the Lessor the right to sign a voluntary consent and order for the surrender and sale of the Equipment on behalf of the Lessee in the Event of Default under the Lease.

WAIVER: The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en préscences conviennent à ce que ce document soit rédigé en anglais.)

FAX COPY: The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Show only if - Changes To Equipment List As Per Lease Or Schedule A's

Quantity	Make, Model, Serial Number, Description	All Changes Must Be

Vendor Name	Waterloo Ford Lincoln Sales	Rep.	
Address	11420 107 Avenue NW Edmonton AB T5H 0Y5	Tel.	780 423-4330

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date: FEB 2, 2010
Cow Harbour Construction Ltd.	Signature X	Signature	Signature
	Signature	Signature	Signature

ZNEY1002



ADDITIONAL LESSEE
Schedule ADDRESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	
Approval #	33765

LESSEE NAME	Cow Harbour Construction Ltd.
-------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee.
Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement.
Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease

FAX COPY - your faxed signature is as good as an original signature.
The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	580799 Alberta Ltd.	Signature	
Lessor	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	Date FEB 10 2010

ZNEY1002



ADDITIONAL LESSEE Schedule ADDLESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	
Approval #	33765

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

LESSEE NAME	Cow Harbour Construction Ltd.
----------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee.
Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement.
Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease

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Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	1134252 Alberta Ltd. O/A Turpin Maintenance	Signature	
Lessor	Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	Date FEB 10 2010

ZNEY1002



ADDITIONAL LESSEE Schedule ADDLESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

Lease #	
Approval #	33765

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

LESSEE NAME	Cow Harbour Construction Ltd.
------------------------	--------------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee. Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement. Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

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Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	Alphonse Hutchings	Signature	
Lessor	Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	 Date FEB 10 2010

26235 - KEMPENFELT F550 S/N 3764

Compound Period : Monthly

Nominal Annual Rate : 15.154 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	01/02/2010	101,369.00	1		
2 Lease Payment	01/02/2010	10,334.10	1		
3 Lease Payment	01/03/2010	2,061.48	65	Monthly	01/07/2015

AMORTIZATION SCHEDULE - Normal Amortization


	Date	Lease Payment	Interest	Principal	Balance
Lease	01/02/2010				101,369.00
1	01/02/2010	10,334.10	0.00	10,334.10	91,034.90
2	01/03/2010	2,061.48	1,149.64	911.84	90,123.06
3	01/04/2010	2,061.48	1,138.13	923.35	89,199.71
4	01/05/2010	2,061.48	1,126.47	935.01	88,264.70
5	01/06/2010	2,061.48	1,114.66	946.82	87,317.88
6	01/07/2010	2,061.48	1,102.70	958.78	86,359.10
7	01/08/2010	2,061.48	1,090.60	970.88	85,388.22
8	01/09/2010	2,061.48	1,078.33	983.15	84,405.07
9	01/10/2010	2,061.48	1,065.92	995.56	83,409.51
10	01/11/2010	2,061.48	1,053.35	1,008.13	82,401.38
11	01/12/2010	2,061.48	1,040.62	1,020.86	81,380.52
2010 Totals		30,948.90	10,960.42	19,988.48	
12	01/01/2011	2,061.48	1,027.72	1,033.76	80,346.76
13	01/02/2011	2,061.48	1,014.67	1,046.81	79,299.95
14	01/03/2011	2,061.48	1,001.45	1,060.03	78,239.92
15	01/04/2011	2,061.48	988.06	1,073.42	77,166.50
16	01/05/2011	2,061.48	974.51	1,086.97	76,079.53
17	01/06/2011	2,061.48	960.78	1,100.70	74,978.83
18	01/07/2011	2,061.48	946.88	1,114.60	73,864.23
19	01/08/2011	2,061.48	932.80	1,128.68	72,735.55
20	01/09/2011	2,061.48	918.55	1,142.93	71,592.62
21	01/10/2011	2,061.48	904.12	1,157.36	70,435.26
22	01/11/2011	2,061.48	889.50	1,171.98	69,263.28
23	01/12/2011	2,061.48	874.70	1,186.78	68,076.50
2011 Totals		24,737.76	11,433.74	13,304.02	
24	01/01/2012	2,061.48	859.71	1,201.77	66,874.73
25	01/02/2012	2,061.48	844.54	1,216.94	65,657.79
26	01/03/2012	2,061.48	829.17	1,232.31	64,425.48
27	01/04/2012	2,061.48	813.60	1,247.88	63,177.60
28	01/05/2012	2,061.48	797.85	1,263.63	61,913.97
29	01/06/2012	2,061.48	781.89	1,279.59	60,634.38
30	01/07/2012	2,061.48	765.73	1,295.75	59,338.63

26235 - KEMPENFELT F550 S/N 3764

	Date	Lease Payment	Interest	Principal	Balance
31	01/08/2012	2,061.48	749.36	1,312.12	58,026.51
32	01/09/2012	2,061.48	732.79	1,328.69	56,697.82
33	01/10/2012	2,061.48	716.01	1,345.47	55,352.35
34	01/11/2012	2,061.48	699.02	1,362.46	53,989.89
35	01/12/2012	2,061.48	681.82	1,379.66	52,610.23
2012 Totals		24,737.76	9,271.49	15,466.27	
36	01/01/2013	2,061.48	664.39	1,397.09	51,213.14
37	01/02/2013	2,061.48	646.75	1,414.73	49,798.41
38	01/03/2013	2,061.48	628.88	1,432.60	48,365.81
39	01/04/2013	2,061.48	610.79	1,450.69	46,915.12
40	01/05/2013	2,061.48	592.47	1,469.01	45,446.11
41	01/06/2013	2,061.48	573.92	1,487.56	43,958.55
42	01/07/2013	2,061.48	555.14	1,506.34	42,452.21
43	01/08/2013	2,061.48	536.11	1,525.37	40,926.84
44	01/09/2013	2,061.48	516.85	1,544.63	39,382.21
45	01/10/2013	2,061.48	497.34	1,564.14	37,818.07
46	01/11/2013	2,061.48	477.59	1,583.89	36,234.18
47	01/12/2013	2,061.48	457.59	1,603.89	34,630.29
2013 Totals		24,737.76	6,757.82	17,979.94	
48	01/01/2014	2,061.48	437.33	1,624.15	33,006.14
49	01/02/2014	2,061.48	416.82	1,644.66	31,361.48
50	01/03/2014	2,061.48	396.05	1,665.43	29,696.05
51	01/04/2014	2,061.48	375.02	1,686.46	28,009.59
52	01/05/2014	2,061.48	353.72	1,707.76	26,301.83
53	01/06/2014	2,061.48	332.16	1,729.32	24,572.51
54	01/07/2014	2,061.48	310.32	1,751.16	22,821.35
55	01/08/2014	2,061.48	288.20	1,773.28	21,048.07
56	01/09/2014	2,061.48	265.81	1,795.67	19,252.40
57	01/10/2014	2,061.48	243.13	1,818.35	17,434.05
58	01/11/2014	2,061.48	220.17	1,841.31	15,592.74
59	01/12/2014	2,061.48	196.91	1,864.57	13,728.17
2014 Totals		24,737.76	3,835.64	20,902.12	
60	01/01/2015	2,061.48	173.37	1,888.11	11,840.06
61	01/02/2015	2,061.48	149.52	1,911.96	9,928.10
62	01/03/2015	2,061.48	125.38	1,936.10	7,992.00
63	01/04/2015	2,061.48	100.93	1,960.55	6,031.45
64	01/05/2015	2,061.48	76.17	1,985.31	4,046.14
65	01/06/2015	2,061.48	51.10	2,010.38	2,035.76
66	01/07/2015	2,061.48	25.72	2,035.76	0.00
2015 Totals		14,430.36	702.19	13,728.17	
Grand Totals		144,330.30	42,961.30	101,369.00	

#179

ZNEWIC03

		VEHICLE LEASE AGREEMENT Notice: This is a Non-Cancelable, Binding Contract. It contains important Legal and Financial Terms and Conditions. Please read all pages carefully. Feel free to ask questions before signing.		Lease # Appr. #	33935
Econolease Financial Services 90C Centurian Drive, Suite 213, Markham, ON, L3R 8C3 Phone: 888 473-9309 Fax: 888 287-8799					

LESSEE		Cow Harbour Construction Ltd.						
ADDRESS	Street	316 MacKay Crescent	City	Fort McMurray	Prov.	AB	Postal Code	T9H 4E4
Contact	Name	George Murphy	Tel:	780 791-5477	Fax:	780 743-3073		

VEHICLE INFORMATION								
Location (If Different)	Street	316 MacKay Crescent			City	Fort McMurray	Province	AB
							Postal Code	T9H 4E4
Quantity	Make, Model, Serial Number, Description							
1	2009 Peterbilt 340 White Truck c/w Stainless hub/nut covers, floor mats PDI, Alberta Safety, bugscreen/winterfront VIN-2NPRLN9X99M783579							
1	NRC 40TB29 Deck with Ramsey 25,000lb winch and 50,000lb tow bar							

RENTAL DETAILS							
TERM # OF MOS.	NUMBER OF PAYMENTS	PAYMENT/FREQUENCY	PAYMENT METHOD	RENT(AMOUNT)	GST \$	PST \$	TOTAL RENT (AMOUNT)
66		See Invoice	Cheque	\$14,700.00	\$ 735.00	\$0.00	\$15,435.00
	65	Monthly	PAP	\$2,979.99	\$ 149.00	\$0.00	\$3,128.99

PRE-AUTHORIZED PAYMENT PLAN (PAP) (Please attach an unsigned sample cheque) Lessor is hereby authorized to draw payments under its PAP, from the bank account as specified on the attached sample cheque, to cover the "Total Period Payment" or other amounts due under the terms of this agreement. Upon any form of default, Lessor is hereby authorized and requested to periodically draw payment when due including all charges and fees from Lessee's credit card.			
Visa or MC: Name on Credit Card: _____		Credit Card #: _____	Expiry Date: _____
Per: <u>X</u> _____ Authorized Cheque Signing Officer Title	Per: <u>X</u> _____ Authorized Cheque Signing Officer Title		

TERMS AND CONDITIONS (CONTINUED ON PAGE 2 AND 3) Version February 14, 2009

1. CREDIT INVESTIGATION & CONSENT TO PERSONAL INFORMATION SHARING. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor. I understand and consent to this application being held on file by Lessor for the above purposes, as well as for statistical analysis, until twelve months from the end of the leasing relationship, after which Lessor, in keeping with its privacy policy, will destroy this document subject to any overriding legislation or government regulations. If I wish a copy of the official Privacy Policy, I may request same.

2. JOINT AND SEVERAL LIABILITY. Lessee and Co-Lessee(s), unconditionally and absolutely guarantee to Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance of all present and future obligations under the Agreement, including all schedules, addenda and amendments which may be added or made from time to time. Lessee and Co-Lessee(s) agree that their liability for such obligations is joint and several. Any and all payments made in respect of the obligations hereunder from time to time, and monies realized from any securities held therefore, may be applied to such part or parts of the obligations as Lessor sees fit. Lessor shall not be required to enforce or exhaust any particular remedy, as against any particular obligor, but may choose to enforce against any one or more of the obligors, and may select any one or more remedies, all of which shall be cumulative, not exclusive, and in no order of requirement.

3. NOTE TO LESSEES AND CO-LESSEES: All signatures to this Lease bind the Signator(s) to Lessor for the duration of the Lease regardless of any agreements between Lessees. All Lessees acknowledge that they have read the multi-page Agreement and Accept the Terms and conditions and had the opportunity to ask for any explanations, and that they have had ample time to consult legal and other advisors prior to signing. Lessee and Co-Lessee(s) accept that where they have signed this contract under their own names, they have signed in their personal capacity. This Agreement shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the dated signature of a duly authorized representative of Lessor.

4. NON-CANCELABLE CONTRACT. Once funds are advanced by the Lessor, this agreement cannot be terminated by Lessee for any reason whatsoever. In the event that Lessee cancels this Lease after signing the Lease but prior to funds being advanced, Lessee will pay a cancellation fee of 10% of the total Vehicle cost plus funds advanced to any Vendor on the direction of the Lessee. This cancellation fee will also apply if Lessor cancels the Lease due to a) Lessee's initial payment being dishonoured, or, b) Lessee(s) or guarantor(s) misrepresenting information upon the knowledge of which the Lessor would not have approved the Lease.

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		
Cow Harbour Construction Ltd.	Signature <u>X</u>		Signature
	Signature		Signature
Executed and Accepted as LESSOR:	Kempnelli Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	Date: FEB 10 2010

ADDITIONAL TERMS AND CONDITIONS (Continued on page 3) - Version February 14, 2009

5. RENTAL PAYMENT AND ACKNOWLEDGEMENT. Lessor hereby rents to Lessee the personal property listed and described hereof ("Vehicle") set forth herein. The Lessee acknowledges that the payments under the proposed lease are rental payments for the use of the Vehicle, and not payments of principal and interest. The Lessee further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, or any other third party. The rental payments include a return on investment to the funder and therefore the total payments are greater than the value of the vehicle. Lessee shall pay to Lessor the Total Rent ("Rent") (set forth on the first page of the Lease Agreement) on the first day of each payment period of the Term commencing in the period following the delivery of the Vehicle.

6. FAX COPY AND AGREEMENT IN COUNTERPART. The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original. The parties agree that this Agreement and any Schedules or amendments thereto may be signed in counterpart, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

7. FIDUCIARY DUTY. Lessee acknowledges that it uses the Vehicle solely at the discretion of the Lessor and in accordance with the terms of this Agreement. Lessee holds the Vehicle as trustee for the Lessor, and the Lessee's fiduciary obligations to Lessor include, but are not limited to, holding and maintaining the Vehicle in Lessee's care and control for benefit of Lessor so Vehicle may be returned to Lessor upon default or completion of this Agreement.

8. NO RIGHT TO SELL. Lessee has no right to sell, sublet, or otherwise transfer any interest in Vehicle. If such sale, sublet, or transfer is deemed or occurs, any proceeds shall be received and held in trust for benefit of Lessor, to be promptly delivered to Lessor, without any compromise or waiver of Lessor's interest in Vehicle.

9. LOCATION AND USE. The Vehicle shall be located and stored at the place designated on the first page of the Lease Agreement. Lessee shall at all times advise Lessor of a change in the storage location. Lessee warrants that the Vehicle will be used for business or commercial purposes only. Lessee shall cause the Vehicle to be operated carefully by competent and duly qualified personnel only and in compliance with manufacturer's recommendations, applicable laws and regulations.

10. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the supplier of the Vehicle and the Vehicle itself have been selected by Lessee for the purpose of the rental under this Agreement and that the Lessee alone has full knowledge of the Vehicle and its condition. Lessee acknowledges that Lessor has had no part in the sale or selection of the Vehicle nor has Lessor had the opportunity to inspect the Vehicle. Except as hereafter set forth, no representation or warranty, express or implied, is given in respect to the Vehicle, including but without limitation, the merchantability, condition, design, operation or fitness for a particular purpose or its freedom from liens and encumbrances. If the Vehicle is not properly installed, does not operate as intended by Lessee or as represented by the supplier, totally fails to function or perform so as to give rise to a fundamental breach of this Agreement, or is unacceptable for any other reason whatsoever, Lessee shall claim only against supplier and shall nevertheless unconditionally pay Lessor all Rent and other amounts payable hereunder. In no event shall Lessor be liable to Lessee for damages, resulting from or in any way connected with the use or performance of the Vehicle. Lessee accepts Vehicle on an "as is, where is" basis against Lessor. Lessor hereby assigns to Lessee and Lessee hereby accepts for and during the applicable Term, any warranties of the supplier with respect to the Vehicle.

11. RETURN OF VEHICLE UPON TERMINATION. At the end of the Term or upon termination of this Lease for any reason, Lessee shall at Lessee's expense deliver the Vehicle to Lessor. If Lessee fails to do so within ten (10) days, Lessor shall have the right to enter upon the premises where the Vehicle may be and take possession of it at Lessee's expense without legal process, without liability to Lessor. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal, including claims for trespass. If the Vehicle, when returned to or recovered by Lessor, is not in good condition and repair, Lessor may, at Lessee's expense payable on demand as additional Rent, make all repairs and replacements necessary to place such Vehicle in as good condition as it was at the date of commencement of the original term hereof, reasonable wear and tear excepted. In the event that Lessee fails to return the Vehicle to Lessor upon the expiration of the Term, then Lessee shall be deemed to be "overholding" and Rents shall continue to accrue. In the event of default in the Lease as hereinafter set forth, the Lessee irrevocably grants the Lessor the right to sign a Voluntary Consent and Order for the Surrender and Sale of the Equipment on behalf of the Lessee.

12. LAWS AND TAXES. Lessee shall comply with all governmental laws, regulations and orders applicable to the Vehicle and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales taxes, goods and services taxes, property taxes, excise and other taxes ever imposed by any federal, provincial, municipal or other taxing authority relating to this Agreement and/or the Vehicle (excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option be payable immediately from Lessee to Lessor.

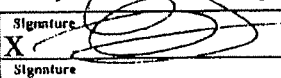
13. INSURANCE. Lessee shall obtain prior to the delivery of the vehicle and maintain for the entire term of this Lease, at its own expense, insurance for all risks of physical loss or damage to the Vehicle and to persons associated with the Vehicle, including without limitation, theft, collision, personal injury or death and liability and damage to property of others and such other risks of loss as are customarily covered by insurance on the type of Vehicle leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor with the following minimums (unless a higher amount is required by law): a) third party liability with a combined single occurrence limit of at least \$2,000,000; b) comprehensive fire and theft for the full replacement cost of the vehicle with a maximum deductible of \$5,000; c) collision for at least the full replacement cost of the vehicle with a maximum deductible of \$5,000. Each insurance policy will name Lessee and Lessor as co-insureds in respect of the Vehicle, will designate Lessor as sole and exclusive loss payee in respect of the Vehicle, and will specify that the proceeds of insurance generated in the event of any damage to or loss of the Vehicle ("Proceeds") shall be allocable exclusively to the Vehicle, segregated from proceeds generated by any damage to or loss of other property and/or persons insured under the policy, and payable to Lessor. Each such policy shall also contain a clause requiring the insurer to give at least 30 days prior written notice of any alteration in terms of such policy or the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance prior to the commencement of the term of this Lease and 30 days prior to the expiry date of each such insurance policy. Lessee further agrees to give Lessor prompt notice of any damage or loss of the Vehicle or any part thereof. Lessee will at its own expense make all proofs of loss and take all other steps necessary to recover insurance benefits. If the vehicle should be damaged but is capable of being repaired and the proceeds are insufficient to pay the repair cost, the Lessee accepts that the Vehicle will be repaired or replaced and the Lessee will be responsible and pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Where, in the opinion of the Insurer, the Vehicle is damaged beyond repair Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by the Lessor in our sole and absolute discretion, is received by us from the insurer or the Lessee. Lessee agrees that the Lessor shall not be required to provide the Lessee with a replacement vehicle while the vehicle is being repaired or replaced or if the vehicle is damaged beyond repair. Performance by Lessor under this paragraph will not affect or release Lessee's obligations and liabilities. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

14. ASSIGNMENT BY LESSEE/LESSOR. Lessee shall not assign or further charge against the Vehicle. Lessor shall be free to assign this Lease with or without notice, and if so assigned, assignee takes the place of Lessor in this Lease.

15. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease, even though previously signed by Lessee, by the insertion or correction of serial numbers, make/model numbers and/or other identifying references to the Vehicle and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement, and that Lessor shall be entitled to unilaterally correct same.

16. TITLE AND REGISTRATION. The Vehicle shall be registered in the name of the Lessor under the Provincial Laws pertaining to motor vehicles in the Province of regular use. The License plates will be registered in the name of the Lessee. Lessee shall have no right, title, interest in the Vehicle other than the right to maintain its possession and its use for the full Term and any Renewal Period, conditional upon Lessee's fulfillment of all the terms and conditions of this Agreement. Lessor and Lessee hereby confirm their intent

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Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement	Lessor#		Appr #	33935
Cow Harbour Construction Ltd.					Signature
	Signature				Signature

that the Vehicle shall always remain and be deemed personal or moveable property. All expenses incurred under this paragraph shall be borne by Lessee. Lessor may, without limiting its rights under this paragraph, make any registration and any such charges shall be immediately payable to the Lessor by the Lessee.

17. TRACKING DEVICE. Lessor reserves the right to install any tracking or engine control device and to use same for its benefit to locate, secure or seize the Vehicle if any of the lease terms are not honored. Lessor's right to do so is cumulative with all other remedies set out herein and available at law. Lessor will not be responsible for any damage or loss of business suffered by Lessee as a result of such use by Lessor of any device of the nature described herein.

18. MAINTENANCE, REPAIR AND REPLACEMENT. Lessee at its own expense will maintain the Vehicle in good working order and condition, furnish parts, repair and other services necessary for such purpose, as set out in the owner's manual in accordance with the manufacturer's suggested maintenance schedule. Lessee agrees that only certified mechanics will repair the vehicle. Lessor shall at all reasonable times have access to the Vehicle for the purpose of inspecting it. All replacement, parts and accessories shall immediately upon acquisition by Lessee become the property of Lessor. Lessee may from time to time add parts or accessories not leased hereunder to the Vehicle only if such addition does not impair the present or future value or utility of the Vehicle or affect any warranty. Lessor may, at its sole discretion, make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease. Lessor may, at its sole discretion, set out terms for repayment of such amounts, in addition to or as part of the regular lease payments.

19. INDEMINIFICATION OF LESSOR BY LESSEE. Lessee hereby assumes liability for, and does hereby agree to indemnify and save harmless Lessor, its agents and servants, officers and directors from and against any and all actions, claims, liens, costs, disbursements, expenses (including legal expenses), liabilities or taxes whatsoever in any way relating to the Vehicle, (including, without limitation, any claim relating to any types of defects whatsoever whether or not discoverable by Lessee, any claim in tort for strict liability or negligence or any traffic tickets, parking tickets, moving violations or toll charges). Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This clause shall be effective and in full force and effect from the date of the execution of this Lease even though the rental term of any Vehicle under this Lease has not yet commenced. The indemnities contained in this clause shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and shall be payable on demand. All expenses incurred under this paragraph shall be borne by Lessee.

20. SECURITY DEPOSIT. Lessor may apply the Security Deposit as it wishes, at any time, to any amounts due under this Lease if not paid by Lessee. Lessee will not earn any interest on the Security Deposit. At the termination date of this Lease, the Security Deposit, net of any arrears or payments due, will be refunded to Lessee.

21. EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following shall constitute an Event of Default: (i) Lessee fails to pay any amounts payable hereunder; (ii) Lessee fails to perform or observe any covenant, term or condition hereunder; (iii) Lessee has made any material misrepresentation in seeking or performing this Agreement; (iv) Lessee becomes insolvent or commits an act of insolvency; (v) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (vi) a writ, judgment, execution, lien, attachment or process is issued or levied against the Vehicle; (vii) Lessee loses control or possession of its business premises and/or the Vehicle to any creditor; (viii) Vehicle is at risk; (ix) Lessee fails to provide adequate Insurance as detailed in our "Insurance" clause. Upon the happening of any Event of Default, Lessor in its absolute discretion may: (a) enter upon the premises where such Vehicle is located and take immediate possession thereof and remove the same without liability to Lessor by reason of such entry or taking of possession; (b) in the name of and as the irrevocably appointed agent and power of attorney for Lessee and without terminating or being deemed to have terminated this Agreement, proceed to rent the Vehicle to any other, firm or corporation on such terms and conditions, for such rent and for such period of time as Lessor may deem fit and apply such rent to any amounts payable hereunder; (c) Lessee accepts that Lessor's remedies will include the right to make any Software used by the Vehicle inoperative through any means, (d) terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than seven (7) days from the date of such notice, require Lessee to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rent and other amounts due and unpaid, and (ii) as a genuine pre-estimate of actual damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rent payable to the expiration of the Term discounted by six percent (6%) per annum, and (iii) the amount of any residual interest which Lessor may have in the Vehicle which was used in the calculation of the Rent; (iv) as a late charge, require the payment of interest at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly on any due payment until paid and (v) as compensation for the additional administrative work resulting from said default an additional amount equal to fifteen percent (15%) of the total amount payable hereunder, (vi) all legal costs on a full substantial indemnity basis and collection costs incurred by Lessor as a result of the event of default. No remedy of Lessor available in this Lease, in law, or in equity, shall be exclusive or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. Lessee hereby authorizes its landlord to provide Lessor access to the Location to remove the Vehicle in case of default.

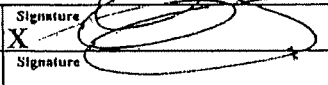
22. CROSS-COLLATERAL DEFAULT. A material default under this agreement shall be deemed and trigger a material default under any and all agreements between Lessor (whether Lessor is original Lessor or assignee) and any and all Lessees signed on this Agreement. This section applies to each Lessee or Guarantor jointly and severally, and to any agreements between Lessor and Lessee where Lessee is also joint and several. Lessor may elect, in its sole discretion, to forbear enforcement on any other Lease, but in so doing, Lessor shall not be deemed to waive its rights under this section.

23. NOTICES AND WAIVER. Any notices required to be given herein shall be given to the parties in writing at the addresses herein, or to such other address as the parties may hereafter substitute by written notice. Each party hereto agrees that such notices shall be deemed to have been received by the other party on the day when such notices were sent. The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en préférences conviennent à ce que ce document soit rédigé en anglais.)

24. COLLECTION CHARGES. Should Lessee fail to pay when due any part of the Rent, or renewal Rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition to any other payments, interest on any and all delinquent payments from the date thereof until paid in full at the rate of twenty-six and eighty-two one-hundredths percent (26.82%), on such amount, calculated and compounded at the rate of two percent (2%) per month compounded monthly. Lessee further agrees to pay to Lessor for a returned cheque or a Pre-Authorized Payment debit a charge in an amount the greater of \$50.00 or the actual bank charge.

25. MISCELLANEOUS. (a) This Agreement shall be governed by the laws of the Province of Ontario or, at the option of the Lessor, the Province(s) in which the use of this Vehicle was originally intended and Lessee hereby attorns to the jurisdiction of the courts of such Province as the Lessor selects; (b) No waiver by Lessor of any term of this Agreement shall constitute a waiver of any other term or any of Lessor's rights; (c) This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein, and no modifications, amendments, additions or variations shall be binding unless agreed to in writing and properly executed by the parties; (d) This Agreement shall be binding upon the parties hereto and their permitted successors and assigns; (e) For purposes of the Civil Code of Quebec, Lessee acknowledges that this Agreement shall be considered a Contract of Leasing; (f) For purposes of Leases contracted in the Province of Saskatchewan, if the Lessee is a corporation, the Lessee agrees that The Limitation of Civil Rights Act has no application to this Agreement or any renewal or extension hereof, and hereby waives any and all benefits and remedies provided by that Act. (g) Lessee hereby acknowledges receipt of a copy of this Agreement; (h) all indemnities of Lessor by Lessee as set in this Agreement shall survive the termination of this Agreement. (i) If any Term or condition of the Lease is found to be unenforceable, the remainder of the Lease Terms & Conditions shall remain in effect. Version: February 14, 2009

ZNEW1002

Signatures:	The Undersigned Affirms That He/She Is Duty Authorized To Execute This Agreement	Lessor#		Appr #	33935
Cow Harbour Construction Ltd.	Signature 				Signature
	Signature				Signature

FEB 10 2010



ADDITIONAL LESSEE Schedule ADDRESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

2NEW1002

Lease #	
Approval #	33935

LESSEE NAME	Cow Harbour Construction Ltd.
----------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee.
Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement.
Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease.

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	1134252 Alberta Ltd. O.A Turpin Maintenance	Signature	
Lessor	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	 Date FEB 10 2010

Version June 10, 2006



ADDITIONAL LESSEE Schedule ADDLESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

ZNF-41002

Lease #	
Approval #	33935

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

LESSEE NAME	Cow Harbour Construction Ltd.
------------------------	--------------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee. Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement. Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	580799 Alberta Ltd.	Signature	
Lessor	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	<div style="display: flex; align-items: center;"> <div style="text-align: right;"> Date FEB 10 2010 </div> </div>



ADDITIONAL LESSEE Schedule ADDLESS

It contains important Legal and Financial Terms and Conditions Please read carefully. Feel free to ask questions before signing.

302-700 Dorval Drive
Oakville, Ontario, L6K 3V3
Tel: 905-844-4424 Fax: 866-404-4148

ZNEU1002

Lease #	
Approval #	33935

LESSEE NAME	Cow Harbour Construction Ltd.
----------------	-------------------------------

Lessee acknowledges that for good and valuable consideration they have requested to be added to the above mentioned lease as a Lessee.
Lessee acknowledges that they have read the entire lease agreement and any subsequent schedules and accept all the terms and conditions including but not limited to the Total Financing Amount and any conditions of default as detailed on the Lease Agreement.
Lessee acknowledges that they are aware of the financial condition of the other Lessee(s).

For consideration of Lessor funding the Lease transaction noted herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessee(s), to be known as the "LESSEE", unconditionally and absolutely guarantees to the Lessor, including its successors and assigns, as Principal obligor as well as surety, the full and prompt performance by Lessee of all of Lessee's present and future obligations under the Lease, including all schedules, addendum and amendments to the Lease which may be added or made from time to time, and agrees to indemnify and hold Lessor harmless from any failure by Lessee to fully perform such obligations. Lessee agrees that its liability for such obligations is joint and several and solidary with that of Lessee and any beneficiary of this Guarantee may enforce it without exercising or exhausting any of its right or remedies against Lessee or any other person. This shall be a continuing and irrevocable guarantee and indemnity, and Lessee's liability hereunder shall not be lessened by: any amendments to or waivers of the terms of the Lease; additional extensions of credit to Lessee; the addition of schedules to the Lease (including those in respect of new equipment); indulgences, extensions, compromises, releases, imperfections, exchanges or disposition of any obligation, obligor, property, security or other guarantee; the invalidity or unenforceability of the Lease or any other agreement between Lessee and Lessor; or any other defence available to sureties or guarantors except the defence that all of Lessee's obligations to Lessor have been performed. Lessee waives notice of defaults, demands, its right of subrogation until Lessor has no further claim against Lessee, the benefit of division and discussion and, to the extent permitted by law, the benefit of the Limitation of Civil Rights Act (Saskatchewan) and any statute of limitations or other legislation for the protection of debtors and Lessees. Any provision of this guarantee prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this guarantee; provided, however, that to the extent that the provisions or any such applicable law can be waived, they are hereby waived by Lessee. This guarantee is in addition to any other guarantees and is governed by the laws of the Province in which the Lessor's address is located, and together with the Lease, represents the entire agreement on its subject matter and may be assigned by Lessor without notice or consent. Lessee acknowledges receipt of a copy of the Lease. The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. (Les parties aux présentes conviennent à ce que ce document soit rédigé en Anglais.)

CREDIT INVESTIGATION. Lessee hereby authorizes Lessor to conduct financial and credit investigations of Lessee for the purposes of approval, maintenance and enforcement of this Lease, or any judgment obtained by Lessor as a result of any default hereunder, and to obtain any information required from any source to which it may apply, and each source is hereby authorized to provide such information to Lessor. This includes, but is not limited to, the Lessor obtaining information from any credit reporting agency, creditor of Lessee, or banking and other financial institution where Lessee may have credit or depository facilities. Lessor may obtain such information at any time before or during the Lease Term or after termination of the Lease in the event any monies remain owing to Lessor.

CONSENT TO PERSONAL INFORMATION SHARING. By signing below, Lessee consents and authorizes Lessor and its agents, at any time to communicate with and disclose to third parties (including Credit Reporting Agencies, Credit Exchanges, Leasing Brokers and Credit Grantors) any of Lessee credit, financial and personal information that Lessor deems necessary to complete, service or enforce this Lease and Ancillary Agreements, including additions, modifications, updates or other related transactions, including but not limited to the Assignment, Sale or Securitization of this Lease. This clause survives the term or termination of this Lease.

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Amount Of Obligation	This obligation will be limited to a maximum of 100% of the lease, plus any Lease End Option, plus any outstanding arrears, plus applicable taxes. In addition to this amount, interest on any judgment against the guarantor, taxed costs for or incidental to the legal proceedings against the guarantor, legal fees and disbursements will be added to this amount. If more than one (1) Lessee is signed for this agreement, the aggregate liability of the Lessees and guarantors will not exceed the above maximum.		
Lessee Name	Alphonse Hutchings	Signature	
Lessor	Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature	 Date 10 2010



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 8C
Phone: 888 473-9309 Fax: 888 287-8799

DELIVERY AND ACCEPTANCE

SCHEDULE "D"

It contains important Legal and Financial Terms and Conditions Please
read all pages carefully. Feel free to ask questions before signing.

Lease #

Appr. #

33935

LESSEE
NAME

Cow Harbour Construction Ltd.

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee, acknowledges delivery and/or installation of the leased equipment, as per the Equipment Description on the Lease Agreement or on Schedule "A" and/or changes below. Any variances, inclusions or exclusions must be documented below. The Lessee confirms that this Equipment is for their own use, has been inspected, is operating satisfactorily, is in all respects as represented and is fit for the purpose for which it was intended.

The Lessee acknowledges, certifies, represents and warrants that the equipment is intended solely for business purposes. The Lessee hereby approves the Supplier's invoice for payment and instructs the Lessor to pay this invoice and commence the Lease.

Lessee also acknowledges that the Lessee has read the Lease Agreement, in its entirety, and in particular clauses on NON-CANCELLABLE CONTRACT, REPRESENTATIONS AND WARRANTIES with specific reference to "... If the Equipment... fails to function... Lessee shall nevertheless unconditionally pay Lessor all Rent...", INSURANCE, and MAINTENANCE, REPAIR AND REPLACEMENT, and is aware of and understands the Payment Term thereof and is aware of and understands that the subject equipment is the property of the Lessor.

Equipment Remains At All Times The Property Of Lessor

The undersigned acknowledges that the payments under the proposed lease are rental payments for the use of the equipment, and are not payments of principal and interest. The undersigned further acknowledges that he/she cannot and should not rely on any interest rate representations made by the broker, the vendor, Equirex, its agents, or anyone on its behalf. The rental payments include a return on investment to Equirex and therefore the total payments are greater than the value of the equipment.

The Lessee authorizes the Landlord to provide access to the Lessor to the premises to enforce their security should the Lessee be in default of the Lease Agreement with the Lessor.

Consent for the Surrender and Sale of the Equipment. The Lessee irrevocably grants the Lessor the right to sign a voluntary consent and order for the surrender and sale of the Equipment on behalf of the Lessee in the Event of Default under the Lease.

WAIVER: The parties hereto agree that this Agreement and all documents related thereto be written in the English language. (Les parties en présentes conviennent à ce que ce document soit rédigé en anglais.)

FAX COPY: The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Show only if - Changes To Equipment List As Per Lease Or Schedule A's

Quantity	Make, Model, Serial Number, Description	All Changes Must Be

Vendor Name	Stahl Peterbilt	Rep.	
Address	18020-118 Avenue Edmonton AB T5S 2G2	Tel.	780 483-6666

Signatures:	The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		Date:
Cow Harbour Construction Ltd.	Signature X		FEB 10 2010
	Signature		Signature



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON,
L3R 8C5
Phone: 888 473-9309 Fax: 888 287-8799

OPTION TO PURCHASE SCHEDULE B

It contains important Legal and Financial Terms and
Conditions Please read all pages carefully. Feel free to

ZNEWICKO

Lease #	
Approval #	33935

Lessee Name	Cow Harbour Construction Ltd.
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Lessor agrees that provided the Lessee is not in default under the above captioned Lease Agreement, the Lessee will have the option to purchase the equipment by complying with the terms set forth herein. This option is not assignable by the Lessee.

Lessee shall, 30 days prior to the last payment as set out below, deliver to the Lessor written notice of the Lessee's intent to exercise the purchase option set forth below or return the equipment as per the Lease Agreement clause under "Return of Equipment Upon Termination". If this notice is not received within the 30 day period, upon the expiration of the term, the Lessee shall be deemed to be "overholding" and the Lease shall be considered to be in a renewal period and Rents shall continue to accrue until notified by the Lessee.

The equipment purchased is set forth in the Lease Agreement and/or Schedule A of said Lease Agreement. The title to the equipment is transferred on an "as is, where is" basis without warranties or representations whatsoever, either expressed or implied. By exercising this purchase option, the Lessee confirms the suitability, durability, quality and condition of the equipment irrevocably. The title to the equipment does not transfer until all funds due Lessor have cleared the financial institution of the Lessee, said clearance to be determined at the Lessor's sole discretion.

Lessor and Lessee agree the price, set forth below, is their present best estimate of the fair market value on the option date. The price, plus applicable provincial and federal sales tax, is payable in cash within 30 days of the final payment due within, failing which this option becomes null and void and the Lease Agreement continues unabated.

Prepayment: There are no penalties charged to the Lessee to pay out the Lease Agreement. The Lease Agreement may be paid out at any time after 12 monthly payments have been made. The pay out amount the Lessee will be charged is calculated as the Present Value of the balance of payments outstanding on the Lease Agreement calculated using a six percent (6%) discount rate.

Equipment Purchase Option		
On Completion Of -	Purchase Option	Option Purchase \$ (Taxes extra)
60 Payments	Early Purchase Option	\$ 14,500.00
66 Payments	FMV	

Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement			
Cow Harbour Construction Ltd.	Signature		Signature
	Signature		Signature
Kempfenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Signature		Date



Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 1
Phone: 888 473-9309 Fax: 888 287-8799

COMMENCEMENT ON NON-DELIVERY

It contains important Legal and Financial Terms and Conditions. Please
read all pages carefully. Feel free to ask questions before signing.

ZNEW1002


Lease #	
Customer #	33935

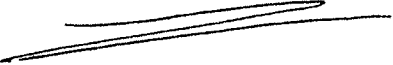
LESSEE NAME	Cow Harbour Construction Ltd.
-------------	-------------------------------

Notwithstanding that all of the equipment under the Lease has not been delivered, the undersigned agrees that all of its obligations under the Lease including its obligations to make payments under the Lease are in full force and effects as of the date hereof and that the Lease shall remain in full force and effect regardless of whether any equipment not yet delivered is delivered hereafter.

FAX COPY - your faxed signature is as good as an original signature.

The parties agree that a fax copy of this referenced Agreement and any Schedules or amendments thereto and the signatures of the parties on those documents shall be sufficient for contractual purposes and the fax copy shall be deemed to be as if it were an original.

Signature:		The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement		FEB 10 2010 Date:	
Cow Harbour Construction Ltd.	Signature			Signature	
	X				
	Signature			Signature	





Econolease Financial Services
90C Centurian Drive, Suite 213, Markham, ON, L3R 8C
Phone: 888 473-9309 Fax: 888 287-8799

**Cross Security Agreement
For Multiple Leases**

SCHEDULE CSAML

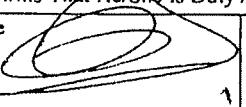
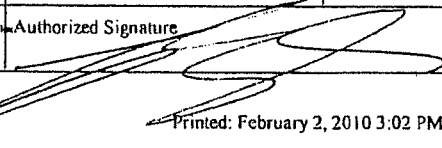
It contains important Legal and Financial Terms and
Conditions Please read all pages carefully. Feel free to
ask questions before signing.

Lease#	Blanket
Approval#	Blanket

Lessee	Cow Harbour Construction Ltd.	"the lessee"
Lessor	Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc. (and associated companies)	"the lessor"

This agreement between "the Lessee" and "the Lessor":
regarding
EQUIPMENT & PAYMENT TRANSFER ON MULTIPLE LEASES

1. The Lessee is the Lessee under two or more leases with the Lessor.
2. Due to fluctuations in security valuations over time, Lessor wishes to maintain its position in terms of security held, and Lessee wishes to grant such security to Lessor in consideration of the leases entered into between the parties, and the lease funding advanced by Lessor.
3. Lessee agrees that Lessor, from time to time, may modify the equipment and the payment terms of each lease in the following manner: by transferring some or all of the equipment and corresponding payments from among any of the parties' leases to any other lease between the parties, provided that the cumulative payments of the leases after the transfer do not exceed the total pre-transfer payments on all leases.
4. Lessor shall be free to make such modifications at its discretion and will forward notice of such modifications to Lessee.
5. In the event of such modification(s), the rights and obligations of Lessee and Lessor remain otherwise as set out in the original lease agreements.
6. This agreement shall form an integral part of the lease agreements between the parties.
7. This agreement applies to all leases between the parties at the time this agreement is executed, as well as to all subsequent leases between the parties.

Signatures : The Undersigned Affirms That He/She Is Duly Authorized To Execute This Agreement			
Cow Harbour Construction Ltd.	Signature X 		Signature X
	Signature		Signature
Kempenfelt Leasing, A Division Of Equirex Vehicle Leasing 2007 Inc.	Authorized Signature 		Date FEB 10 2010

26236 - KEMPENFELT PB TOW TRUCK S/N 3579

Compound Period : Monthly

Nominal Annual Rate : 15.575 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	01/02/2010	145,000.00	1		
2 Lease Payment	01/02/2010	14,700.00	1		
3 Lease Payment	01/03/2010	2,979.99	65	Monthly	01/07/2015

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Interest	Principal	Balance
Lease	01/02/2010				145,000.00
1	01/02/2010	14,700.00	0.00	14,700.00	130,300.00
2	01/03/2010	2,979.99	1,691.23	1,288.76	129,011.24
3	01/04/2010	2,979.99	1,674.50	1,305.49	127,705.75
4	01/05/2010	2,979.99	1,657.56	1,322.43	126,383.32
5	01/06/2010	2,979.99	1,640.39	1,339.60	125,043.72
6	01/07/2010	2,979.99	1,623.01	1,356.98	123,686.74
7	01/08/2010	2,979.99	1,605.39	1,374.60	122,312.14
8	01/09/2010	2,979.99	1,587.55	1,392.44	120,919.70
9	01/10/2010	2,979.99	1,569.48	1,410.51	119,509.19
10	01/11/2010	2,979.99	1,551.17	1,428.82	118,080.37
11	01/12/2010	2,979.99	1,532.63	1,447.36	116,633.01
2010 Totals		44,499.90	16,132.91	28,366.99	
12	01/01/2011	2,979.99	1,513.84	1,466.15	115,166.86
13	01/02/2011	2,979.99	1,494.81	1,485.18	113,681.68
14	01/03/2011	2,979.99	1,475.53	1,504.46	112,177.22
15	01/04/2011	2,979.99	1,456.01	1,523.98	110,653.24
16	01/05/2011	2,979.99	1,436.23	1,543.76	109,109.48
17	01/06/2011	2,979.99	1,416.19	1,563.80	107,545.68
18	01/07/2011	2,979.99	1,395.89	1,584.10	105,961.58
19	01/08/2011	2,979.99	1,375.33	1,604.66	104,356.92
20	01/09/2011	2,979.99	1,354.50	1,625.49	102,731.43
21	01/10/2011	2,979.99	1,333.40	1,646.59	101,084.84
22	01/11/2011	2,979.99	1,312.03	1,667.96	99,416.88
23	01/12/2011	2,979.99	1,290.38	1,689.61	97,727.27
2011 Totals		35,759.88	16,854.14	18,905.74	
24	01/01/2012	2,979.99	1,268.45	1,711.54	96,015.73
25	01/02/2012	2,979.99	1,246.24	1,733.75	94,281.98
26	01/03/2012	2,979.99	1,223.73	1,756.26	92,525.72
27	01/04/2012	2,979.99	1,200.94	1,779.05	90,746.67
28	01/05/2012	2,979.99	1,177.85	1,802.14	88,944.53
29	01/06/2012	2,979.99	1,154.46	1,825.53	87,119.00
30	01/07/2012	2,979.99	1,130.76	1,849.23	85,269.77

26236 - KEMPENFELT PB TOW TRUCK S/N 3579

	Date	Lease Payment	Interest	Principal	Balance
	31 01/08/2012	2,979.99	1,106.76	1,873.23	83,396.54
	32 01/09/2012	2,979.99	1,082.45	1,897.54	81,499.00
	33 01/10/2012	2,979.99	1,057.82	1,922.17	79,576.83
	34 01/11/2012	2,979.99	1,032.87	1,947.12	77,629.71
	35 01/12/2012	2,979.99	1,007.60	1,972.39	75,657.32
2012 Totals		35,759.88	13,689.93	22,069.95	
	36 01/01/2013	2,979.99	982.00	1,997.99	73,659.33
	37 01/02/2013	2,979.99	956.06	2,023.93	71,635.40
	38 01/03/2013	2,979.99	929.79	2,050.20	69,585.20
	39 01/04/2013	2,979.99	903.18	2,076.81	67,508.39
	40 01/05/2013	2,979.99	876.23	2,103.76	65,404.63
	41 01/06/2013	2,979.99	848.92	2,131.07	63,273.56
	42 01/07/2013	2,979.99	821.26	2,158.73	61,114.83
	43 01/08/2013	2,979.99	793.24	2,186.75	58,928.08
	44 01/09/2013	2,979.99	764.86	2,215.13	56,712.95
	45 01/10/2013	2,979.99	736.11	2,243.88	54,469.07
	46 01/11/2013	2,979.99	706.98	2,273.01	52,196.06
	47 01/12/2013	2,979.99	677.48	2,302.51	49,893.55
2013 Totals		35,759.88	9,996.11	25,763.77	
	48 01/01/2014	2,979.99	647.59	2,332.40	47,561.15
	49 01/02/2014	2,979.99	617.32	2,362.67	45,198.48
	50 01/03/2014	2,979.99	586.65	2,393.34	42,805.14
	51 01/04/2014	2,979.99	555.59	2,424.40	40,380.74
	52 01/05/2014	2,979.99	524.12	2,455.87	37,924.87
	53 01/06/2014	2,979.99	492.25	2,487.74	35,437.13
	54 01/07/2014	2,979.99	459.96	2,520.03	32,917.10
	55 01/08/2014	2,979.99	427.25	2,552.74	30,364.36
	56 01/09/2014	2,979.99	394.11	2,585.88	27,778.48
	57 01/10/2014	2,979.99	360.55	2,619.44	25,159.04
	58 01/11/2014	2,979.99	326.55	2,653.44	22,505.60
	59 01/12/2014	2,979.99	292.11	2,687.88	19,817.72
2014 Totals		35,759.88	5,684.05	30,075.83	
	60 01/01/2015	2,979.99	257.22	2,722.77	17,094.95
	61 01/02/2015	2,979.99	221.88	2,758.11	14,336.84
	62 01/03/2015	2,979.99	186.09	2,793.90	11,542.94
	63 01/04/2015	2,979.99	149.82	2,830.17	8,712.77
	64 01/05/2015	2,979.99	113.09	2,866.90	5,845.87
	65 01/06/2015	2,979.99	75.88	2,904.11	2,941.76
	66 01/07/2015	2,979.99	38.23	2,941.76	0.00
2015 Totals		20,859.93	1,042.21	19,817.72	
Grand Totals		208,399.35	63,399.35	145,000.00	

26235 - KEMPENFELT F550 S/N 3764

Last interest amount increased by 0.01 due to rounding.

APPENDIX “L”

LEASES #184 THROUGH #195 WITH

FINNING (CANADA)

(a division of Finning International Inc.)



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER COW HARBOUR CONSTRUCTION LTD	Customer Act No 1323600	Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3
CUSTOMER'S ADDRESS 316 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4		
("Customer")		("Finning")

A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	90,000.00		
Provincial Sales Tax	\$		Administration Fee	\$ 500.00
Insurance	\$		Provincial Sales Tax	\$
Goods and Services Tax	\$	4,500.00	Goods and Services Tax	\$ 25.00
Total Fixed Rent	\$	94,500.00	Total Registration Fee	\$ 525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

- (i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada and the Prime in effect as of the date of this Agreement is signed; and
- (ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is _____ % per annum.

C. OVERDUE INTEREST RATE 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT: The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
123824	CATERPILLAR 777F	CAT0777FTJRP01858	\$1,708,977.00	+ applicable taxes
ONE NEW CATERPILLAR 777F OFF HIGH WAY TRUCK				

E. PLACE OF USE: FORT MCMURRAY, AB ("Location") USE: CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 11, 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable Interest Rate)

Fixed Interest Rate: 8.0 % per annum. Variable Interest Rate: Prime plus _____ % per annum.

- ☐ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.
- Option Date: _____, 20____. Option Price: _____ + applicable taxes.
- ☒ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the Interest Rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.
3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

100% TO APPLY LESS INTEREST. CONTRACT BASED ON 400 HOURS PER MONTH-DOUBLE SHIFT USEAGE- ANY HOURS OVER 400 PER MONTH WILL BE BILLED AT A RATE OF \$150.00 PER HOUR PLUS APPLICABLE TAXES.
APPROVED WITH A FLAT INTEREST RATE OF 8% FIXED; SHOULD THE CONTRACT EXTEND BEYOND 6 MONTHS FINNING RESERVES THE RIGHT TO INCREASE THE RATE AS MAY BE DEEMED APPROPRIATE AT THAT TIME.

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE <u>Fort McMurray, AB</u>	DATE <u>March 11</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER
BY 	TITLE	BY
		TITLE <u>CFO</u>

FURTHER CONDITIONS

1. **OVERTIME RENT:** In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.
2. **TAXES:** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.
3. **DELIVERY:** Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.
4. **INSPECTION AND ACCEPTANCE:** At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.
5. **OWNERSHIP:** The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. The Customer may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.
6. **RISK AND INSURANCE:** The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.
7. **SUBSTANTIAL DAMAGE OR LOSS:** If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, the Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.
8. **MAINTENANCE AND USE:** The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disfigured or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever, or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.
9. **RETURN:** Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.
10. **INDEMNITY:** The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.
11. **RUBBER TIRES:** Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.
12. **DEFAULT:** Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.
13. **CONSEQUENCES OF DEFAULT:** Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) release or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the debt due to Finning, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.
14. **FINNING MAY REMEDY DEFAULT:** Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.
15. **INSPECTION BY FINNING:** For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.
16. **APPLICATION OF PAYMENTS:** Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.
17. **NO SET-OFF OR DEDUCTION:** The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.
18. **DELIVERY OF COPY/WARRANT:** The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.
19. **CHANGE OF NAME, ADDRESS OR EQUIPMENT:** While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.
20. **NOTICE:** Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.
21. **TIME OF ESSENCE:** Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.
22. **SUCCESSORS AND ASSIGNS:** This Agreement shall endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.
24. **ALL PROVISIONS ARE CONDITIONS:** Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will enable Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.
25. **ENTIRE AGREEMENT AND AMENDMENTS:** The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of both Finning and the Customer, if the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.

Contract Number:

CUSTOMER	Customer Acct No.: 1323600	Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3
COW HARBOUR CONSTRUCTION LTD		
CUSTOMER'S ADDRESS		
316 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4		
		("Customer") ("Finning")

A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	90,000.00		
Provincial Sales Tax	\$		Administration Fee	\$ 500.00
Insurance	\$		Provincial Sales Tax	\$
Goods and Services Tax	\$	4,500.00	Goods and Services Tax	\$ 25.00
Total Fixed Rent	\$	94,500.00	Total Registration Fee	\$ 525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

(i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada; and

(ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is _____ % per annum.

C. OVERDUE INTEREST RATE: 18 % PER ANNUM. The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT
The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
122081	CATERPILLAR 777F	CAT0777FCJRP01855	\$1,708,977.00	+ applicable taxes
ONE NEW CATERPILLAR 777F OFF HIGHWAY TRUCK				

E. PLACE OF USE: FORT MCMURRAY ("Location") **USE:** CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 15, 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable Interest Rate)

Fixed Interest Rate: 8.0 % per annum. Variable Interest Rate: Prime plus _____ % per annum.

☐ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.

Option Date: _____, 20____. Option Price: _____ + applicable taxes.

☒ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

100% TO APPLY LESS INTEREST. CONTRACT BASED ON 400 HOURS PER MONTH-DOUBLE SHIFT USEAGE- ANY HOURS OVER 400 PER MONTH WILL BE BILLED AT A RATE OF \$150.00 PER HOUR PLUS APPLICABLE TAXES.
APPROVED WITH A FLAT INTEREST RATE OF 8% FIXED; SHOULD THE CONTRACT EXTEND BEYOND 6 MONTHS FINNING RESERVES THE RIGHT TO INCREASE THE RATE AS MAY BE DEEMED APPROPRIATE AT THAT TIME.

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, latent or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE <i>A. McMurtry, AB</i>	DATE <i>Mar 17 2009</i>	CUSTOMER COW HARBOUR CONSTRUCTION LTD
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING	SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER	
BY <i>[Signature]</i>	BY <i>[Signature]</i>	TITLE CFO
TITLE	TITLE	

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 10% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, damaged or destroyed beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The customer shall only allow competent operators to operate the Equipment, and shall only use the Equipment approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever, or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

9. RETURN: Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.

10. INDEMNITY: The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.

11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of the manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

12. DEFAULT: Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.

13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) take or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper; or alternatively, engage an individual appraiser, who may be an employee of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner as described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

14. FINNING MAY REMEDY DEFAULT: Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.

15. INSPECTION BY FINNING: For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.

16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

17. NO SET-OFF OR DEDUCTION: The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.

18. DELIVERY OF COPY/WARRANT: The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.

19. CHANGE OF NAME, ADDRESS OR EQUIPMENT: While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.

20. NOTICE: Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.

21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

24. ALL PROVISIONS ARE CONDITIONS: Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.

25. ENTIRE AGREEMENT AND AMENDMENTS: The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.

Contract Number:

CUSTOMER: COW HARBOUR CONSTRUCTION LTD	Customer Acct No: 1323600	Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3
CUSTOMER'S ADDRESS: 316 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4		("Finning")

A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	90,000.00			
Provincial Sales Tax	\$		Administration Fee	\$	500.00
Insurance	\$		Provincial Sales Tax	\$	
Goods and Services Tax	\$	4,500.00	Goods and Services Tax	\$	25.00
Total Fixed Rent	\$	94,500.00	Total Registration Fee	\$	525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

- (i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada; and the Prime in effect as of the date of this Agreement is signed; and
- (ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

C. OVERDUE INTEREST RATE: 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT: The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
122090	CATERPILLAR 777F	CAT0777FEURP01854	\$1,708,977.00	+ applicable taxes
ONE NEW CATERPILLAR 777F OFF HIGHWAY TRUCK				

E. PLACE OF USE: FORT MCMURRAY ("Location") **USE:** CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 13, 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)

Fixed Interest Rate: 8.0 % per annum. Variable Interest Rate: Prime plus _____ % per annum.

- ☐ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.
Option Date: _____, 20____. Option Price: _____ + applicable taxes.
- ☒ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.
3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

100% TO APPLY LESS INTEREST. CONTRACT BASED ON 400 HOURS PER MONTH-DOUBLE SHIFT USEAGE- ANY HOURS OVER 400 PER MONTH WILL BE BILLED AT A RATE OF \$150.00 PER HOUR PLUS APPLICABLE TAXES.
 APPROVED WITH A FLAT INTEREST RATE OF 8% FIXED: SHOULD THE CONTRACT EXTEND BEYOND 6 MONTHS FINNING RESERVES THE RIGHT TO INCREASE THE RATE AS MAY BE DEEMED APPROPRIATE AT THAT TIME.

Any further Special Conditions are listed Agreement and, in the event of a conflict

J. WARRANTY: The warranty, if any, applicable acknowledged by the Customer. The liability of substitution for damages to which the Customer breach of contract or breach of a fundamental there are no agreements, representations, war Warranty, if any, including any as to quality or latent or otherwise, the description of the Equip the taxability of this transaction or the tax post

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE <u>FT. McMurray, AB</u>	DATE <u>Mar 17/09</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD	
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER	
BY 	TITLE	BY 	TITLE CFO

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by the Customer) whether the same are payable by, or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. Policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

9. RETURN: Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.

10. INDEMNITY: The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.

11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

12. DEFAULT: Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.

13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) retake or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

14. FINNING MAY REMEDY DEFAULT: Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.

15. INSPECTION BY FINNING: For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.

16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

17. NO SET-OFF OR DEDUCTION: The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim as owing by Finning to the Customer.

18. DELIVERY OF COPY/WRITER: The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.

19. CHANGE OF NAME, ADDRESS OR EQUIPMENT: While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.

20. NOTICE: Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.

21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

24. ALL PROVISIONS ARE CONDITIONS: Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.

25. ENTIRE AGREEMENT AND AMENDMENTS: The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.

Contract Number:

CUSTOMER	Customer Acct No: 1323600	Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3
COW HARBOUR CONSTRUCTION LTD		
CUSTOMER'S ADDRESS		
316 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4		
		("Finning")

A. LEASE The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	90,000.00		
Provincial Sales Tax	\$		Administration Fee	\$ 500.00
Insurance	\$		Provincial Sales Tax	\$
Goods and Services Tax	\$	4,500.00	Goods and Services Tax	\$ 25.00
Total Fixed Rent	\$	94,500.00	Total Registration Fee	\$ 525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

(i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada; and

(ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

Minimum Interest Rate: % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is % per annum.

C. OVERDUE INTEREST RATE: 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
122079	CATERPILLAR 777F	CAT0777FHJRP01853	\$1,708,977.00	+ applicable taxes
ONE NEW CATERPILLAR 777F OFF HIGHWAY TRUCK				

E. PLACE OF USE: FORT MCMURRAY ("Location") USE: CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 13, 2009 provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable Interest Rate)

Fixed Interest Rate: 8.0 % per annum. Variable Interest Rate: Prime plus % per annum.

☐ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.

Option Date: 20 Option Price: + applicable taxes.

☒ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the Interest Rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 or FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be %.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

100% TO APPLY LESS INTEREST. CONTRACT BASED ON 400 HOURS PER MONTH-DOUBLE SHIFT USAGE- ANY HOURS OVER 400 PER MONTH WILL BE BILLED AT A RATE OF \$150.00 PER HOUR PLUS APPLICABLE TAXES.
APPROVED WITH A FLAT INTEREST RATE OF 8% FIXED; SHOULD THE CONTRACT EXTEND BEYOND 6 MONTHS FINNING RESERVES THE RIGHT TO INCREASE THE RATE AS MAY BE DEEMED APPROPRIATE AT THAT TIME.

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, latent or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE BY <u>McMurray AB</u>	DATE <u>MARCH 13, 2009</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER
BY <u>[Signature]</u>	TITLE	BY <u>[Signature]</u> TITLE <u>CFO</u>
		BY <u>[Signature]</u> TITLE

FURTHER CONDITIONS

1. **OVERTIME RENT:** In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.
2. **TAXES:** The Customer shall pay and discharge when due, all license fees, assessments, and taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 16% per annum.
3. **DELIVERY:** Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.
4. **INSPECTION AND ACCEPTANCE:** At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.
5. **OWNERSHIP:** The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any and all its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.
6. **RISK AND INSURANCE:** The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$4,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five day's notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.
7. **SUBSTANTIAL DAMAGE OR LOSS:** If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.
8. **MAINTENANCE AND USE:** The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or identifying displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or to consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.
9. **RETURN:** Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.
10. **INDEMNITY:** The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.
11. **RUBBER TIRES:** Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.
12. **DEFAULT:** Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving-up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value or enforceability of any security held by Finning for such obligations.
13. **CONSEQUENCES OF DEFAULT:** Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) retake or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such sum and upon such terms as Finning may deem proper, or alternatively, engage an individual appraiser who may be an employee or agent of Finning, to determine the fair market value of the Equipment; and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning, and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a general pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.
14. **FINNING MAY REMEDY DEFAULT:** Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.
15. **INSPECTION BY FINNING:** For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon whenever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.
16. **APPLICATION OF PAYMENTS:** Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.
17. **NO SET-OFF OR DEDUCTION:** The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.
18. **DELIVERY OF COPY/WARRANT:** The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.
19. **CHANGE OF NAME, ADDRESS OR EQUIPMENT:** While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.
20. **NOTICE:** Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.
21. **TIME OF ESSENCE:** Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.
22. **SUCCESSORS AND ASSIGNS:** This Agreement shall endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.
24. **ALL PROVISIONS ARE CONDITIONS:** Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.
25. **ENTIRE AGREEMENT AND AMENDMENTS:** The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.

EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER	Customer/Arch No	1323600
COW HARBOUR CONSTRUCTION LTD		
CUSTOMER'S ADDRESS		
316 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4		
("Customer")		("Finning")

Finning (Canada)
A Division of Finning International Inc.
16830 - 107 Avenue
Edmonton, Alberta, Canada
T5P 4C3

A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	160,000.00		
Provincial Sales Tax	\$		Administration Fee	\$ 500.00
Insurance	\$		Provincial Sales Tax	\$
Goods and Services Tax	\$	8,000.00	Goods and Services Tax	\$ 25.00
Total Fixed Rent	\$	168,000.00	Total Registration Fee	\$ 525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

- (i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada and the Prime in effect as of the date of this Agreement is signed; and
- (ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

C. OVERDUE INTEREST RATE: 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
121406	CATERPILLAR 789C	CAT0789C2BW01488	\$3,352,574.00	+ applicable taxes
ONE NEW CATERPILLAR 789C OFF HIGHWAY TRUCK				

E. PLACE OF USE: FORT MCMURRAY ("Location") USE: CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 6, 2009 provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable Interest Rate)

Fixed Interest Rate: 8.0 % per annum. Variable Interest Rate: Prime plus % per annum.

☐ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G

Option Date: 20 Option Price: + applicable taxes.

☒ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the Interest Rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

100% TO APPLY LESS INTEREST. CONTRACT BASED ON 400 HOURS PER MONTH-DOUBLE SHIFT USEAGE- ANY HOURS OVER 400 PER MONTH WILL BE BILLED AT A RATE OF \$260.00 PER HOUR PLUS APPLICABLE TAXES.
APPROVED WITH A FLAT INTEREST RATE OF 8% FIXED; SHOULD THE CONTRACT EXTEND BEYOND 6 MONTHS, FINNING RESERVES THE RIGHT TO INCREASE THE RATE AS MAY BE DEEMED APPROPRIATE AT THAT TIME.

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, latent or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE <i>Fort McMurray, AB</i>	DATE <i>Mar 17/09</i>	CUSTOMER COW HARBOUR CONSTRUCTION LTD
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER
BY <i>[Signature]</i>	TITLE	BY <i>[Signature]</i> TITLE <i>CFO</i>

FURTHER CONDITIONS

1. **OVERTIME RENT:** In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.
2. **TAXES:** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.
3. **DELIVERY:** Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.
4. **INSPECTION AND ACCEPTANCE:** At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.
5. **OWNERSHIP:** The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.
6. **RISK AND INSURANCE:** The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.
7. **SUBSTANTIAL DAMAGE OR LOSS:** If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.
8. **MAINTENANCE AND USE:** The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The customer shall only allow competent operators to operate the Equipment and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever, or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.
9. **RETURN:** Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.
10. **INDEMNITY:** The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.
11. **RUBBER TIRES:** Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires shall comply with the specifications of any of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of the manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.
12. **DEFAULT:** Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.
13. **CONSEQUENCES OF DEFAULT:** Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) retake or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the purchase price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.
14. **FINNING MAY REMEDY DEFAULT:** Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.
15. **INSPECTION BY FINNING:** For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.
16. **APPLICATION OF PAYMENTS:** Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.
17. **NO SET-OFF OR DEDUCTION:** The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.
18. **DELIVERY OF COPY/WAIVER:** The Customer hereby acknowledges receiving a copy of this Agreement. The customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.
19. **CHANGE OF NAME, ADDRESS OR EQUIPMENT:** While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.
20. **NOTICE:** Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.
21. **TIME OF ESSENCE:** Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.
22. **SUCCESSORS AND ASSIGNS:** This Agreement shall endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.
24. **ALL PROVISIONS ARE CONDITIONS:** Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.
25. **ENTIRE AGREEMENT AND AMENDMENTS:** The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER COW HARBOUR CONSTRUCTION LTD. CUSTOMER'S ADDRESS 316 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4 <div style="text-align: right;">("Customer")</div>	Customer Acct. No. 1323600 Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3 <div style="text-align: right;">("Finning")</div>
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A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	160,000.00			
Provincial Sales Tax	\$		Administration Fee	\$	500.00
Insurance	\$		Provincial Sales Tax	\$	
Goods and Services Tax	\$	8,000.00	Goods and Services Tax	\$	25.00
Total Fixed Rent	\$	168,000.00	Total Registration Fee	\$	525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

- (i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada and the Prime in effect as of the date of this Agreement is signed; and
- (ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.
- Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is _____ % per annum.

C. OVERDUE INTEREST RATE: 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT
The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
121405	CATERPILLAR 789C	CAT0789CK2BW01486	\$3,352,574.00 + applicable taxes
ONE NEW CATERPILLAR 789C OFF HIGHWAY TRUCK			

E. PLACE OF USE: FORT MCMURRAY ("Location") USE: CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 6 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)

Fixed Interest Rate: 8.0 % per annum. Variable Interest Rate: Prime plus _____ % per annum.

☐ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and (or) the price specified below on the terms set out in this Clause G

Option Date: _____, 20____. Option Price: _____ + applicable taxes.

☒ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

100% TO APPLY LESS INTEREST. CONTRACT BASED ON 400 HOURS PER MONTH-DOUBLE SHIFT USEAGE- ANY HOURS OVER 400 PER MONTH WILL BE BILLED AT A RATE OF \$260.00 PER HOUR PLUS APPLICABLE TAXES.
APPROVED WITH A FLAT INTEREST RATE OF 8% FIXED; SHOULD THE CONTRACT EXTEND BEYOND 6 MONTHS, FINNING RESERVES THE RIGHT TO INCREASE THE RATE AS MAY BE DEEMED APPROPRIATE AT THAT TIME.

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, latent or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE <u>Fort McMurray, AB</u>	DATE <u>Mar 17/09</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD	
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER	
BY 	TITLE	BY 	TITLE <u>CFO</u>
BY	TITLE	BY	TITLE

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including ad sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

9. RETURN: Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.

10. INDEMNITY: The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.

11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

12. DEFAULT: Any of the following occurrences shall constitute an "Event of Default": (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receiver (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value or enforceability of any security held by Finning for such obligations.

13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above; if Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

14. FINNING MAY REMEDY DEFAULT: Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.

15. INSPECTION BY FINNING: For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.

16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

17. NO SET-OFF OR DEDUCTION: The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim as owing by Finning to the Customer.

18. DELIVERY OF COPY/ANALYST: The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.

19. CHANGE OF NAME, ADDRESS OR EQUIPMENT: While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.

20. NOTICE: Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.

21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

24. ALL PROVISIONS ARE CONDITIONS: Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.

25. ENTIRE AGREEMENT AND AMENDMENTS: The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

COW HARBOUR CONSTRUCTION LTD 310 MACKAY CRESCENT, FORT MCMURRAY, AB, T8H 4E4 ("Customer")	Customer Ac. No. 1323600 Finnish (Canada) A Division of Finnish International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3 ("Finnish")
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- A. LEASE:** The Customer shall lease (rent) from Finnish the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.
- B. PAYMENT:** On the date shown on Finnish's monthly invoice, the Customer shall pay Finnish the following as "Rent":
- | | | | | | |
|-------------------------|-----------|--------------------------|------------------------|----|---------------|
| Base Rent | \$ | <u>160,000.00</u> | Administration Fee | \$ | <u>500.00</u> |
| Provincial Sales Tax | \$ | | Provincial Sales Tax | \$ | |
| Insurance | \$ | | Goods and Services Tax | \$ | <u>25.00</u> |
| Goods and Services Tax | \$ | <u>8,000.00</u> | Total Registration Fee | \$ | <u>525.00</u> |
| Total Fixed Rent | \$ | <u>168,000.00</u> | | | |
- Variable Rent Adjustment to Apply: ☐ Yes ☒ No. If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:
- the interest rate difference, if any, rounded up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada;
 - the residual value, as calculated and described in Clause G below, which Finnish has attributed to the Equipment for that month;
- Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is 7.5 % per annum.
- C. OVERDUE INTEREST RATE:** 18 % PER ANNUM. The Rent and all other amounts payable by the Customer to Finnish hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this Bank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default.
- D. EQUIPMENT:** The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT			
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
121408	CATERPILLAR 789C	CAT0789CJ2BWD1490	\$3,348,700.00 + applicable taxes
ONE NEW CATERPILLAR 789C OFF HIGHWAY TRUCK WITH DUAL SLOPED BODY			

- E. PLACE OF USE:** FORT MCMURRAY ("Location") **USE:** CONSTRUCTION ("Permitted Use")
- F. TERM:** The "Term" of this Agreement is for 6 months commencing on MARCH 24, 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finnish and the Customer) and will be deemed to be amended, modified and varied.
- G. OPTION TO PURCHASE:** (If applicable, complete applicable interest rate)
- Fixed Interest Rate: 8 % per annum. Variable Interest Rate: Prime plus _____ % per annum.
- ☒ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.
- Option Date: _____, 20____. Option Price: _____ + applicable taxes.
- ☐ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause G, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and set on on account of the initial price.
3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finnish with 10 days written notice of its intention to exercise this option, has provided Finnish with a certified cheque for the option price plus any outstanding tax or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.
- H. RUBBER TIRES:** Unless otherwise stated under the Special Conditions below, Finnish shall supply tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.
- I. SPECIAL INSTRUCTIONS:** (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)
- An interest rate of 8% fixed will apply for the first 6 months, if rental extends beyond then the interest rate of months 7, 8, & 9 will be amended to 10% fixed. If extended beyond 9 months then the interest rate will increase to 12% fixed. Rental rates are based on 400 hours per month - double shift - over hours will be invoiced at \$260.00 plus applicable taxes

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment (as set out in the statements) of warranty policy ("Warranty") delivered by Finnish, receipt of which is hereby acknowledged by the Customer. The liability of Finnish is limited to those obligations identified in the Warranty as Finnish's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, the liability of this transaction or the law position of the Customer.

K. LIMITATION OF LIABILITY: Finnish shall not be liable for personal injuries or death to any person or for any loss or damage, whether direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finnish.

FINNISH'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE <u>Fort McMurray AB</u> SIGNATURE OF AUTHORIZED OFFICIAL OF FINNISH BY <u>[Signature]</u> TITLE <u>FINANCE</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER BY <u>[Signature]</u> TITLE <u>CEO</u>
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EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disfigured or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or to consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

9. RETURN: Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.

10. INDEMNITY: The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.

11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement Original Tires are necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

12. DEFAULT: Any of the following occurrences shall constitute an "Event of Default": (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value or enforceability of any security held by Finning for such obligations.

13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) retake or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, and the balance of the proceeds (or appraised amount) shall be paid to the Customer; (e) claim or sue for all arrears of Rent and amounts owing to Finning and as prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above; if Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

14. FINNING MAY REMEDY DEFAULT: Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.

15. INSPECTION BY FINNING: For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.

16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

17. NO SET-OFF OR DEDUCTION: The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.

18. DELIVERY OF COPY/WAIVER: The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.

19. CHANGE OF NAME, ADDRESS OR EQUIPMENT: While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.

20. NOTICE: Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.

21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

24. ALL PROVISIONS ARE CONDITIONS: Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.

25. ENTIRE AGREEMENT AND AMENDMENTS: The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

COW HARBOUR CONSTRUCTION LTD 318 MACKAY CRESCENT, FORT MCMURRAY, AB, T9H 4E4 ("Customer")	Customer Ac. No: 1323600 Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3 ("Finning")
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A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	160,000.00	Administration Fee	\$	500.00
Provincial Sales Tax	\$		Provincial Sales Tax	\$	
Insurance	\$		Goods and Services Tax	\$	25.00
Goods and Services Tax	\$	8,000.00	Total Registration Fee	\$	525.00
Total Fixed Rent	\$	168,000.00			

Variable Rent Adjustment to Apply ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any equal to the product of:

(i) The interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of various degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada; and the Prime in effect as of the date of this Agreement is signed; and

(ii) the residual value, as calculated and described in Clause G below, which Finning has allocated to the Equipment for that month.

Minimum Interest Rate _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is 2.25 % per annum.

C. OVERDUE INTEREST RATE: 18 % PER ANNUM. The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgment and maturity.

D. EQUIPMENT: The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, add-ons, replacements or substitutions.

DETAILS OF EQUIPMENT			
STOCK NO	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
121407	CATERPILLAR 789C	CAT0789CV2BWD1489	\$3,348,700.00 + applicable taxes
ONE NEW CATERPILLAR 789C OFF HIGHWAY TRUCK WITH DUAL SLOPE BODY			

E. PLACE OF USE: FORT MCMURRAY ("Location") **USE:** CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MARCH 21, 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)

Fixed Interest Rate: 0 % per annum Variable Interest Rate: Prime plus _____ % per annum

☒ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.

Option Date: _____ 20____ Option Price: _____ + applicable taxes

☐ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

☐ 3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding tax or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G 1. or G 2. has been checked.

H. RUMBER TIME: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or step payments or other special payment terms or other conditions are to apply)

An interest rate of 8% fixed will apply for the first 6 months. If rental extends beyond then the interest rate of months 7, 8, & 9 will be amended to 10% fixed, if extended beyond 9 months then the interest rate will increase to 12% fixed. Rental rates are based on 400 hours per month - double shift - over hours will be invoiced at \$260.00 plus applicable taxes

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of the Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty (if any, applicable to the Equipment) is as set out in the statements of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, the liability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THIS FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE F. McMurray, AB SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING BY <i>[Signature]</i> TITLE FINANCE	DATE CUSTOMER COW HARBOUR CONSTRUCTION LTD SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER BY <i>[Signature]</i> TITLE CFO
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FTFA419 REV 1203

Finning Copy: Page 1 of 2

FURTHER CONDITIONS

1. **OVERTIME RENT:** In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.
2. **TAXES:** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to, Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 10% per annum.
3. **DELIVERY:** Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.
4. **INSPECTION AND ACCEPTANCE:** At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.
5. **OWNERSHIP:** The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.
6. **RISK AND INSURANCE:** The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.
7. **SUBSTANTIAL DAMAGE OR LOSS:** If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.
8. **MAINTENANCE AND USE:** The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disfigured or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever, or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.
9. **RETURN:** Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.
10. **INDEMNITY:** The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this clause and the Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.
11. **RUBBER TIRES:** Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires shall comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of the manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.
12. **DEFAULT:** Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.
13. **CONSEQUENCES OF DEFAULT:** Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) re-lease or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposable price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenues which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.
14. **FINNING MAY REMEDY DEFAULT:** Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.
15. **INSPECTION BY FINNING:** For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.
16. **APPLICATION OF PAYMENTS:** Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.
17. **NO SET-OFF OR DEDUCTION:** The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.
18. **DELIVERY OF COPY/WAIVER:** The Customer hereby acknowledges receiving a copy of this Agreement. The customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.
19. **CHANGE OF NAME, ADDRESS OR EQUIPMENT:** While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.
20. **NOTICE:** Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted thereafter from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.
21. **TIME OF ESSENCE:** Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.
22. **SUCCESSORS AND ASSIGNS:** This Agreement shall endure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.
24. **ALL PROVISIONS ARE CONDITIONS:** Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.
25. **ENTIRE AGREEMENT AND AMENDMENTS:** The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER COW HARBOUR CONSTRUCTION LTD 316 MADKAY CRESCENT, FORT MCMURRAY AB T9H 4E4 ("Customer")	Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3 ("Finning")
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A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$ 160,000.00	Administration Fee	\$ 500.00
Provincial Sales Tax	\$ 0.00	Provincial Sales Tax	\$ 0.00
Insurance	\$	Goods and Services Tax	\$ 25.00
Goods and Services Tax	\$ 8,000.00	Total Registration Fee	\$ 525.00
Total Fixed Rent	\$ 168,000.00		

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any,

(i) the interest rate difference, if any, rounded up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate for the determination of interest rates and the Toronto-Dominion Bank charges to customers of various degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada;

(ii) the residual value, as calculated and described in clause C below, which Finning has attributed to the Equipment for that month;

Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is 4.25 % per annum.

C. OVERDUE INTEREST RATE: 18 % per annum. The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgment and inactivity.

D. EQUIPMENT: The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

STOCK NO	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
CP164087	CATERPILLAR 730C OFF-HIGHWAY TRUCK	04G200740	\$2,500,000.00 + applicable taxes

F. PLACE OF USE: FORT MCMURRAY ("Location") USE: HIGHWAY&STREETS-CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on April 27, 2008 provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, mutatis mutandis.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)

- Fixed Interest Rate: 8 % per annum Variable Interest Rate, Prime plus _____ % per annum
- ☒ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.
- Option Date: _____ 70 _____ Option Price: _____ + applicable taxes
- ☐ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to pay the Equipment on the date hereof for an initial price equal to the value of the Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.
3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G-1 or G-2, has been checked.

H. RUBBER TILES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

An interest rate of 8% fixed will apply for the first 6 months. If the contract extends beyond this term the interest rate for the extension period will be adjusted to the current rate of interest offered by Finning (Canada) - Rental rates are based on 400 hours per month - double shift - over hours will be invoiced at \$275.00 plus applicable taxes

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, the nature or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below:

PLACE <u>Fort McMurray AB</u>	DATE <u>07/14/08</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING 		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER
BY 	TITLE FINANCE	TITLE CFO



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or to consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

9. RETURN: Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.

10. INDEMNITY: The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.

11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

12. DEFAULT: Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value or enforceability of any security held by Finning for such obligations.

13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) retake or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal; (e) if Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (f) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (g) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds for (a) appraised amount from a disposition or appraisal as provided for above; if Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

14. FINNING MAY REMEDY DEFAULT: Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.

15. INSPECTION BY FINNING: For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon whenever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.

16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

17. NO SET-OFF OR DEDUCTION: The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.

18. DELIVERY OF COPY/WARRANTY: The Customer hereby acknowledges receiving a copy of this Agreement. The customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.

19. CHANGE OF NAME, ADDRESS OR EQUIPMENT: While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.

20. NOTICE: Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.

21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

24. ALL PROVISIONS ARE CONDITIONS: Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.

25. ENTIRE AGREEMENT AND AMENDMENTS: The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER COW HARBOUR CONSTRUCTION LTD CUSTOMER'S ADDRESS 316 MACKAY CRESCENT, FORT MCMURRAY, AB T9H 4E4	Customer Account No. 1323600 Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3
("Customer")	("Finning")

A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	50,000.00			
Provincial Sales Tax	\$	0.00	Administration Fee	\$	500.00
Insurance	\$		Provincial Sales Tax	\$	0.00
Goods and Services Tax	\$	2,500.00	Goods and Services Tax	\$	25.00
Total Fixed Rent	\$	52,500.00	Total Registration Fee	\$	525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

(i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada; and

(ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is 4.425 % per annum.

C. OVERDUE INTEREST RATE 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT

The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
DP164082	1997 CATERPILLAR 793C OFF HIGHWAY TRUCK	04AR00177	\$2,500,000.00	+ applicable taxes

E. PLACE OF USE: FORT MCMURRAY ("Location") USE: HIGHWAYS & STREETS-CONSTRUCTION ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on MAY 15, 2009 provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)

Fixed Interest Rate: 8 % per annum. Variable Interest Rate: Prime plus _____ % per annum.

☒ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G

Option Date: _____, 20____ Option Price: _____ + applicable taxes.

☐ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

An interest rate of 8% fixed will apply for the first 6 months. If the contract extends beyond this term the interest rate for the extension period will be adjusted to the current rate of interest offered by Finning (Canada) - Rental rates are based on 400 hours per month - double shift - over hours will be invoiced at \$275.00 plus applicable taxes

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, latent or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE	DATE <u>May 2009</u>	CUSTOMER COW HARBOUR CONSTRUCTION LTD
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER
BY <u>[Signature]</u>	TITLE FINANCE	BY <u>[Signature]</u> TITLE CEO

Contract Number:

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss of or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five day's notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment, or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering on the Equipment to be removed, altered, disfigured or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or to consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

9. RETURN: Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.

10. INDEMNITY: The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.

11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. Replacement tires are necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

12. DEFAULT: Any of the following occurrences shall constitute an "Event of Default" (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.

13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) re-lease or repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or appraised amount) thereof against the total amount due to Finning under this Agreement, after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal; (e) if Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or appraised amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (f) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (g) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above; if Finning receives a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

14. FINNING MAY REMEDY DEFAULT: Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.

15. INSPECTION BY FINNING: For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.

16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

17. NO SET-OFF OR DEDUCTION: The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.

18. DELIVERY OF COPY/WARRANTY: The Customer hereby acknowledges receiving a copy of this Agreement. The customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.

19. CHANGE OF NAME, ADDRESS OR EQUIPMENT: While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.

20. NOTICE: Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.

21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

24. ALL PROVISIONS ARE CONDITIONS: Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.

25. ENTIRE AGREEMENT AND AMENDMENTS: The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER COW HARBOUR CONSTRUCTION LTD	Customer Acct. No. 1323600	Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T5P 4C3
CUSTOMER'S ADDRESS 316 MACKAY CRESCENT, FORT MCMURRAY, AB T9H 4E4		("Finning")
("Customer")		

A. LEASE: The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.

B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	50,000.00		
Provincial Sales Tax	\$	0.00	Administration Fee	\$ 500.00
Insurance	\$		Provincial Sales Tax	\$ 0.00
Goods and Services Tax	\$	2,500.00	Goods and Services Tax	\$ 25.00
Total Fixed Rent	\$	52,500.00	Total Registration Fee	\$ 525.00

Variable Rent Adjustment to Apply: ☐ Yes ☒ No If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, if any, equal to the product of:

(i) the interest rate difference, if any, rounded-up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate, or interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees or credit worthiness in Canada for Canadian dollar loans made by it in Canada, and the Prime in effect as of the date of this Agreement is signed; and

(ii) the residual value, as calculated and described in Clause G below, which Finning has attributed to the Equipment for that month.

Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to reflect reductions in the Prime to such Minimum Interest Rate. The current Prime Rate is 4.25 % per annum.

C. OVERDUE INTEREST RATE 18 % PER ANNUM: The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default, judgement and maturity.

D. EQUIPMENT

The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

DETAILS OF EQUIPMENT				
STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT	
DP164081	1997 CATERPILLAR 793C OFF HIGHWAY TRUCK	04AR00162	\$2,500,000.00	+ applicable taxes

E. PLACE OF USE: FORT MCMURRAY ("Location") USE: Highways & Streets Construction ("Permitted Use")

F. TERM: The "Term" of this Agreement is for 6 months commencing on JULY 6, 2009, provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, *mutatis mutandis*.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)

Fixed Interest Rate: 8 % per annum. Variable Interest Rate: Prime plus _____ % per annum.

☒ 1. (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G

Option Date: _____, 20____. Option Price: _____ + applicable taxes.

☐ 2. (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3. The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1. or G.2. has been checked.

H. RUBBER TIRES: Unless otherwise stated under the Special Conditions below, Finning shall supply the tires for the Equipment. The Customer shall have the obligations described in Clause 11 of FURTHER CONDITIONS herein and the Customer agrees that the "Designated Percentage" shall be _____.

I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

An interest rate of 8% fixed will apply for the first 6 months, if rental extends beyond then the interest rate of months 7, 8, & 9 will be amended to 10% fixed, if extended beyond 9 months then the interest rate will increase to 12% fixed. Rental rates are based on 400 hours per month - double shift - over hours will be invoiced at \$275.00 plus applicable taxes

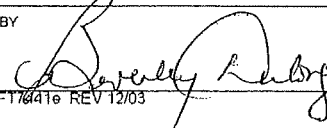
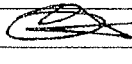
Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statement(s) of warranty policy ("Warranty") delivered by Finning, receipt of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in substitution for damages to which the Customer might otherwise be entitled at law or in equity and, in particular, the Customer agrees that, in lieu of an action for fundamental breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in this Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, latent or otherwise, the description of the Equipment, or the consequences of the Customer's position under any income tax legislation or other statute or regulation which relates to the taxability of this transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any defect therein, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREIN AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below.

PLACE	DATE	CUSTOMER COW HARBOUR CONSTRUCTION LTD	
SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING		SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER	
BY 	TITLE <u>FINANCE</u>	BY 	TITLE <u>President</u>
		BY	TITLE



EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

FURTHER CONDITIONS

1. OVERTIME RENT: In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.

2. TAXES: The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including ad sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

3. DELIVERY: Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.

4. INSPECTION AND ACCEPTANCE: At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.

5. OWNERSHIP: The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.

6. RISK AND INSURANCE: The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.

7. SUBSTANTIAL DAMAGE OR LOSS: If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.

8. MAINTENANCE AND USE: The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual or the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The Customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or identifying displayed on the Equipment to be removed, altered, disguised or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or to consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.

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11. RUBBER TIRES: Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the

Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.

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13. CONSEQUENCES OF DEFAULT: Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) repossess the Equipment and for this purpose enter upon the land and premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or apportioned amount) thereof to make good the amount due to Finning under this Agreement, after deduction of all expenses and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or apportioned amount) thereof shall be applied against the total amount due to Finning after deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or apportioned amount) from a disposition or appraisal as provided for above. If Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.

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16. APPLICATION OF PAYMENTS: Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.

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21. TIME OF ESSENCE: Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.

22. SUCCESSORS AND ASSIGNS: This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.

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EQUIPMENT LEASE/RENTAL AGREEMENT

Contract Number:

CUSTOMER COW HARBOUR CONSTRUCTION LTD CUSTOMER ADDRESS 316 MACKAY CRESCENT, FORT MCMURRAY AB T9H 4E4	Customer Acct No: 1323600 Finning (Canada) A Division of Finning International Inc. 16830 - 107 Avenue Edmonton, Alberta, Canada T6P 4C3
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A. LEASE The Customer shall lease (rent) from Finning the Equipment (as defined below) on the conditions stated below, on the reverse of this page and on any schedules attached hereto.
 B. PAYMENT: On the date shown on Finning's monthly invoice, the Customer shall pay Finning the following as "Rent":

Base Rent	\$	88,000.00	Administration Fee	\$	500.00
Provincial Sales Tax	\$	0.00	Provincial Sales Tax	\$	0.00
Insurance	\$		Goods and Services Tax	\$	25.00
Goods and Services Tax	\$	4,400.00	Total Registration Fee	\$	525.00
Total Fixed Rent	\$	92,400.00			

Variable Rent Adjustment to Apply: ☐ Yes ☒ No. If yes, then in addition to Total Fixed Rent, the Customer shall pay an interest adjustment amount, as any, equal to the product of:
 (i) the interest rate difference, if any, rounded up to the nearest 1/4 of 1%, between the Toronto-Dominion Bank's prime rate ("Prime"), namely the rate of interest per annum established and reported by the Toronto-Dominion Bank to the Bank of Canada from time to time as the reference rate of interest for the determination of interest rates that the Toronto-Dominion Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada; and the Prime in effect as of the date of this Agreement is signed; and
 (ii) the residual value, as calculated and described in Clause G below, which Finning has advanced to the Equipment for that month.
 Minimum Interest Rate: _____ % per annum. If a rate is specified here, then Variable Rent Adjustments shall be made only to the extent necessary to not reduce the Prime to such Minimum Interest Rate. The current Prime Rate is: 3.25 % per annum.
 C. OVERDUE INTEREST RATE: 18 % PER ANNUM. The Rent and all other amounts payable by the Customer to Finning hereunder shall bear interest ("Interest") at the Overdue Interest Rate (or if this blank is not completed, then at the rate of 18% per annum) on the balance from time to time remaining outstanding, calculated from the date such amounts are payable until paid in full, and interest shall be payable from time to time both before and after default.
 D. EQUIPMENT The "Equipment" shall herein collectively refer to the equipment described below, and on any attached schedule, together with any attachments, accessories, additions, replacements or substitutions.

STOCK NO	MANUFACTURER'S DESCRIPTION INCLUDING ATTACHMENTS	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
124268	2009 CATERPILLAR 637G TRACTOR	CAT0637GVDFJ00397	\$1,380,623.52
TOGETHER WITH CATERPILLAR SCRAPER SERIAL NUMBER CAT0637GJDE000382			

B. PLACE OF USE: FORT MCMURRAY, ALBERTA (Location) USE: TAR SANDS & OIL SHALE - SURFACE (Intended Use)

F. TERM: The Term of this Agreement is for 6 months commencing on AUGUST 4, 2009, provided always that if the term of the Equipment continues after the agreed expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Finning and the Customer) and will be deemed to be amended, null and void.

G. OPTION TO PURCHASE: (If applicable, complete applicable interest rate)
 Fixed Interest Rate: 8 % per annum Variable Interest Rate: Prime plus _____ % per annum
☐ 1 (Check and Complete if Fixed Term Option) The Customer may purchase the Equipment on the date and for the price specified below on the terms set out in this Clause G.
 Option Date: _____, 20____ Option Price: _____ + applicable taxes
☐ 2 (Check if Variable Term Option) At any time during the Term the Customer may purchase the Equipment on the terms set out in this Clause G for a price equal to the residual value of the Equipment. The residual value shall be determined as if the Customer had agreed to buy the Equipment on the date hereof for an initial price equal to the value of the Equipment, as shown in Clause D, and had agreed to pay the initial price, together with interest calculated monthly on the balance outstanding at the interest rate specified above, and as if monthly payments of Rent had been applied first on account of interest and second on account of the initial price.

3 The Customer shall only be entitled to purchase the Equipment pursuant to an option if the Customer is not in default under this Agreement on the date the option is to be exercised, has provided Finning with 10 days written notice of its intention to exercise this option, has provided Finning with a certified cheque for the option price plus any outstanding sale or other taxes applicable to the Equipment and such purchase, and provided further that either, but not both, of subclauses G.1 or G.2 has been checked.

H. RUBBER TIRE BUSINESS OTHERWISE STATED UNDER THE SPECIAL CONDITIONS BELOW, FINNING SHALL SUPPLY THE TIRES FOR THE EQUIPMENT. THE CUSTOMER SHALL HAVE THE OBLIGATIONS DESCRIBED IN CLAUSE 11 OF FURTHER CONDITIONS HEREIN AND THE CUSTOMER AGREES THAT THE "DESIGNATED PERSONS" SHALL BE:
 I. SPECIAL INSTRUCTIONS: (Complete only if balloon or skip payments or other special payment terms or other conditions are to apply)

An interest rate of 8% fixed will apply for the first 6 months. If the contract extends beyond this term the interest rate for the extension period will be adjusted to the current rate of interest offered by Finning (Canada) - Rental rates are based on 400 hours per month - double shift - over hours will be invoiced at \$168.00 plus applicable taxes

Any further Special Conditions are listed on the attached schedule, if any. The Special Conditions above, and contained in any attached schedule, form part of this Agreement and, in the event of a conflict between the Special Conditions and any other terms of this Agreement, the Special Conditions shall prevail.

J. WARRANTY: The warranty, if any, applicable to the Equipment is as set out in the statements of warranty policy ("Warranty") delivered by Finning, a copy of which is hereby acknowledged by the Customer. The liability of Finning is limited to those obligations identified in the Warranty as Finning's. The Customer agrees that the Warranty, if any, is in breach of contract or breach of a fundamental term of this Agreement, the Customer will be bound by the provisions of the Warranty. The Customer acknowledges and agrees that there are no agreements, representations, warranties or conditions, express or implied, collateral, statutory or otherwise other than those expressly stated in the Agreement and the Warranty, if any, including any as to quality or fitness for any particular purpose of the Equipment, the merchantable quality of the Equipment, absence of defects in the Equipment, the validity of the transaction or the tax position of the Customer.

K. LIMITATION OF LIABILITY: Finning shall not be liable for personal injuries or death to any person or for any loss or damage, either direct, indirect or consequential (including any economic loss) whether to the Equipment, the Customer, or any other property, whether or not such loss or damage is caused or contributed to or by the ownership, delivery, operation, possession or repossession of the Equipment, or by any other cause or reason whatsoever, including the negligence or default of Finning.

FINNING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. PLEASE READ AND UNDERSTAND THE FURTHER CONDITIONS APPEARING HEREON AND IN PARTICULAR CLAUSES J AND K ABOVE PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date written below:

PLACE DATE SIGNATURE OF AUTHORIZED OFFICIAL OF FINNING BY <i>[Signature]</i> TITLE FINANCE	CUSTOMER COW HARBOUR CONSTRUCTION LTD SIGNATURE(S) OF AUTHORIZED OFFICIAL(S) OF CUSTOMER BY <i>[Signature]</i> TITLE
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FURTHER CONDITIONS

1. **OVERTIME RENT:** In addition to monthly Rent, for each hour or portion thereof over 176 hours that the Equipment is operated in any calendar month, the Customer shall pay Finning an amount equal to 1/176th of that month's rent.
2. **TAXES:** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are the subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.
3. **DELIVERY:** Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment has been given to the Customer or to a carrier or agent for transport to the Customer. The Customer shall pay all loading, unloading, installing, dismantling and transporting expenses and demurrage charges.
4. **INSPECTION AND ACCEPTANCE:** At any reasonable time before delivery of the Equipment to the Customer, the Customer may at its expense require an inspection of the Equipment by a competent authority acceptable to Finning. Regardless of whether such an inspection is conducted, the Equipment upon delivery to the Customer shall be deemed to be accepted by the Customer and in good condition and running order.
5. **OWNERSHIP:** The Equipment shall at all times remain the property of Finning, and the Customer shall have no right, title or interest therein or thereto except as expressly provided in this Agreement. The Customer shall not transfer, deliver up possession of or sublet the Equipment, or assign, transfer, pledge or mortgage this Agreement. Finning may assign any or all of its rights hereunder or in the Equipment. Customer shall ensure that the Equipment shall not become subject to any actual or threatened lien, charge, encumbrance or claim.
6. **RISK AND INSURANCE:** The Equipment shall be at the Customer's risk for so long as the Customer is indebted to Finning hereunder. At all such times, the Customer shall at its expense obtain and maintain public liability insurance for personal injury, death and property damage for \$5,000,000 or such greater amount as Finning may require and "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment by any means including without limitation loss by collision, theft, fire and all other risks as are customary for the intended use of the Equipment or the business in which the Customer is engaged. The Customer shall promptly notify Finning of any change in the use of the Equipment which may void or affect such insurance. All policies of insurance shall be in such amounts and with such insurers as are satisfactory to Finning, shall name Finning as insured and first loss payee, and shall contain a clause requiring the insurer to give Finning at least 30 days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. The Customer shall promptly deliver evidence of such insurance to Finning upon request. If Customer fails to maintain such insurance Finning may, but shall not be obligated to, purchase such insurance or make any payment required in respect thereof and add the costs thereof to the amounts due under this Agreement, and such costs shall be immediately due and payable to Finning. In the event of any default under this Agreement, Finning is authorized to cancel any insurance on the Equipment (after five days' notice to the Customer) and apply any premium refunds against the unpaid balance of any amounts payable hereunder. In the event such insurance shall be cancelled by the insurer or coverage for any loss, damage or liability shall be denied by the insurer, the Customer shall be solely liable for the full amount of such loss, damage or liability and shall indemnify and save harmless Finning, its agents and employees from and against such loss, damage or liability.
7. **SUBSTANTIAL DAMAGE OR LOSS:** If the Equipment shall at any time while at the Customer's risk be lost, destroyed or damaged beyond economic repair, then Finning may, at its option, collect the insurance proceeds arising from such loss, destruction or damage and terminate this Agreement. In such event the Customer shall pay to Finning all sums which have become due pursuant to this Agreement up to the date of such loss, destruction or damage, plus the amount by which the residual value of the Equipment, as determined by Finning, on the date of loss exceeds the amount of the insurance proceeds actually received by Finning.
8. **MAINTENANCE AND USE:** The Customer shall at all times properly operate and use the Equipment and comply with all requirements, recommendations and instructions of Finning or of the manufacturer of the Equipment, as set out in any operating manual for the Equipment or elsewhere, and shall at all times during the Term keep and maintain the Equipment in good repair and operating condition. The customer shall only allow competent operators to operate the Equipment, and shall only use parts approved by Finning when repairing the Equipment. The Customer shall at its expense comply with all laws and regulations made by any government or other regulatory body applicable to the Equipment or the use thereof. Except with Finning's prior consent, the Customer shall not: (a) permit any numbering or lettering displayed on the Equipment to be removed, altered, disfigured or covered up; (b) permit any alterations to the Equipment; (c) permit the Equipment to be operated by, or to come under the control of, any person other than the Customer; (d) permit the Equipment to be used other than for the Permitted Use and at the Location; (e) permit the Equipment to be affixed to any land or premises, or if consent to such affixation is granted, permit any such land or premises to be mortgaged or otherwise encumbered; (f) permit the Equipment to become attached to, or form part of, any personal property of any kind whatsoever; or (g) permit any personal property of any kind whatsoever to become attached to, or form part of, the Equipment.
9. **RETURN:** Upon termination of this Agreement, the Customer shall at its sole expense return the Equipment to Finning on the date, and to the location, designated by Finning. The return of the Equipment shall be deemed to take place when physical possession of the Equipment has been given to Finning at the designated location.
10. **INDEMNITY:** The Customer shall indemnify and save harmless Finning, its agents and employees against any and all claims, losses, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which Finning may at any time be required to pay or which may be imposed on, incurred by or asserted against Finning, its agents and employees, whether for personal injuries, death or property damage suffered by any person or otherwise, in any way relating to or arising out of the possession, operation, maintenance, handling, transportation or use of the Equipment including any breach by the Customer of the terms and conditions of this Agreement. The indemnities contained in this Clause and this Agreement shall survive the termination of this Agreement. This indemnity shall extend to all legal costs which Finning might incur, on a solicitor and its own client or full indemnity basis.
11. **RUBBER TIRES:** Finning shall supply tires ("Original Tires") at the time of delivery of the Equipment to the Customer. If replacement of Original Tires is necessary during the Term, the Customer shall at its own expense provide substitute tires for the Equipment, such substitute tires to comply with the specifications, if any, of the manufacturer of the Equipment. If the Customer has not exercised the option to purchase the Equipment, then at the end of the Term, if the residual value of the tires on the Equipment expressed as a percentage of the then current price to Finning of new replacement tires, is less than the Designated Percentage as stated in Clause (H), the Customer will pay to Finning an amount equal to the difference between the two percentages, multiplied by the then current price to Finning of new replacement tires plus any amount then owing by the Customer for any substitute tires which it has purchased. The price of new replacement tires to Finning, and the residual value of the original or substitute tires, shall be determined by a representative of a tire manufacturer acceptable to Finning and shall be based upon the then current price of new replacement tires to Finning.
12. **DEFAULT:** Any of the following occurrences shall constitute an "Event of Default": (a) failure by the Customer to pay any amount that is due to Finning; (b) the Equipment becoming subject to any lien, levy, charge, privilege, seizure, attachment or other encumbrance whatsoever; (c) the Customer's breach of any provision of this Agreement or of any other agreement between the Customer and Finning; (d) the Customer having recourse or being subject to any federal, provincial or territorial legislation respecting bankruptcy, insolvency, arrangements with creditors, postponement of debts, winding-up, dissolution, liquidation, appointment of receivers (judicial or otherwise) or sequestrators; (e) the Customer being in default of any job contracted by the Customer where the Equipment is used; (f) the Customer transferring or giving up possession of the Equipment contrary to the terms of this Agreement; (g) the Equipment being, in Finning's sole opinion, in danger of loss, damage or destruction; (h) the occurrence of any event which, in Finning's sole opinion, constitutes a material adverse change with respect to the ability of the Customer to meet its obligations hereunder or the value of enforceability of any security held by Finning for such obligations.
13. **CONSEQUENCES OF DEFAULT:** Upon the occurrence or continuance of an Event of Default, Finning, in its sole discretion and without prior notice to the Customer, may: (a) treat the Event of Default as a repudiation by the Customer of this Agreement; (b) premises wherever the Equipment may be located; (c) store and recondition the Equipment; (d) sell, lease, rent or otherwise dispose of the Equipment by public or private means or in such other manner and for such amount and upon such terms as Finning may deem proper, or, alternatively, engage an individual appraiser, who may be an employee or agent of Finning, to determine the fair market value of the Equipment, and, in the event of such disposition or appraisal, Finning shall apply the proceeds (or after deduction of all expenses, charges and commissions incurred in connection with such disposition or appraisal. If Finning disposes of the Equipment as provided for in this subclause (d), Finning may accept a trade-in of other equipment as part payment of the disposition price, in which case Finning may either sell the trade-in or determine its fair market value in a manner similar to that described herein, and the proceeds (or deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal) shall be applied against the total amount due to Finning after the deduction of all expenses, charges and commissions incurred in connection with the trade-in, disposition or appraisal; (e) claim or sue for all arrears of Rent and other amounts owing to Finning and all prospective rents, amounts, losses, or damages arising or expected to arise from the occurrence of an Event of Default, which shall be deemed to include the present value of all Rent and other revenue which was to be paid to Finning during the unexpired portion of the Term, such amount being a genuine pre-estimate by the parties of the damages suffered by Finning; (f) claim or sue for any deficiency or balance remaining outstanding after application of the proceeds (or appraised amount) from a disposition or appraisal as provided for above; if Finning realizes a surplus, then such surplus shall be credited to the Customer's account with Finning. Finning may exercise any of the above remedies or steps alternatively or cumulatively and in addition to any other rights or remedies which may be available to it at law or in equity.
14. **FINNING MAY REMEDY DEFAULT:** Finning may, but shall not be obligated to, do all acts and make all expenditures necessary to remedy any default by the Customer hereunder, and the Customer shall forthwith pay Finning for all its internal and external costs in performing or causing such expenditures or acts plus interest on such costs.
15. **INSPECTION BY FINNING:** For so long as the Customer is indebted to Finning hereunder, Finning shall have the right to enter upon the land and any buildings thereon wherever the Equipment is located to inspect the Equipment and all of the Customer's books and records relating to the Equipment.
16. **APPLICATION OF PAYMENTS:** Notwithstanding any direction by the Customer, Finning shall have the right to apply any and all payments received from the Customer or the Customer's insurer against the Customer's indebtedness to Finning hereunder or under any other agreement between Finning and Customer, as Finning may elect.
17. **NO SET-OFF OR DEDUCTION:** The Customer shall not be entitled to set-off or deduct from any amounts payable under this Agreement any monies which it may claim are owing by Finning to the Customer.
18. **DELIVERY OF COPY/WARRANT:** The Customer hereby acknowledges receiving a copy of this Agreement. The Customer waives all rights to receive from Finning a copy of any financing statement, financing charge statement or verification statement filed at any time in respect of this Agreement.
19. **CHANGE OF NAME, ADDRESS OR EQUIPMENT:** While the customer is indebted to Finning, the Customer shall provide written notice to Finning within 5 days of any change in the information contained in this Agreement relating to the Customer, its name, its address, its business or the Equipment.
20. **NOTICE:** Any notice to be given by one party to the other shall be in writing and may be given by personal service or mailed by prepaid registered post to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice hereunder, and in the case of mailing notice shall be deemed to have been received by the addressee on the third business day next following that on which the notice has been mailed.
21. **TIME OF ESSENCE:** Time is of essence hereof and no extension of time shall act as a waiver of the essentiality of time.
22. **SUCCESSORS AND ASSIGNS:** This Agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns (as applicable).
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Customer has executed this Agreement.
24. **ALL PROVISIONS ARE CONDITIONS:** Every provision of this Agreement shall be treated by the Customer and Finning as a condition, the breach of which will entitle Finning to exercise any and all remedies which may be available to it at law, in equity or pursuant to this Agreement.
25. **ENTIRE AGREEMENT AND AMENDMENTS:** The provisions of this Agreement and the Warranty, if any, constitute the entire agreement between Finning and the Customer with respect to the Equipment. In particular, this Agreement supersedes and cancels any previous purchase order or agreement, if any, relating to the Equipment. This Agreement may not be modified except by instrument in writing executed by the appropriate officers of Finning and the Customer. If the Customer shall issue a purchase order at any time in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order shall not be deemed to be an amendment to or variation of the terms set forth herein.

APPENDIX “M”

**LEASES #196 THROUGH #198 WITH
WAJAX INDUSTRIES**



SHORT TERM EQUIPMENT RENTAL AGREEMENT

Construction/Forestry Division

Agreement of Lease made this 12th day of November, 2008.

WAJAX INDUSTRIES*
hereinafter called the "Lessor", of

17604-105 ave
Edmonton, Alberta, T5S 1G4
(address for all purposes hereof)

AND

Cow Harbour Construction Limited
hereinafter called the "Lessee", of

316 MacKay Cres.
Ft McMurray, Albert, T9H 4E4
(address for all purposes hereof)

The Lessor and Lessee mutually agree and acknowledge as follows:

- A.. The Lessor hereby leases to the Lessee the Equipment described hereafter in Details of Equipment (hereinafter called the Equipment) under the terms and conditions of this Agreement, including the General Conditions, for use at such location for such guaranteed minimum time and at such rental rates as herein stated.
- B. The Lessor shall deliver the Equipment in good condition and working order for shipment to the Lessee in accordance with paragraph 19 hereof free on board to the Lessee's agent or carrier or directly to the Customer in the Customer's supplied truck..
- C. The Lessee declares that the Corporation or Agent carrying the Insurance covering the Equipment while in the Lessee's possession in accordance with paragraph 12 of the General Conditions shall be _____ having an address of _____
- D. This Agreement shall be interpreted and construed in accordance with the laws of the Province or Territory in Canada to which the Equipment is delivered.
- E. *The Lessor described above is a trade name of Wajax GP Holdco Inc., held in its capacity as Trustee of Wajax GP Trust, General Partner of Integrated Distribution Systems LP.

DETAILS OF EQUIPMENT

- 1. Items of Equipment: Hitachi ZX450LC-3, 2009, SN FF01J3Q022318 c/w stump pan, extra lights, pos air, quick attach, 54" dig and 84" clean buckets.
- 2. The Equipment shall be used solely in the Province or Territory in Canada to which the Equipment is delivered.
- 3. Identification number: FF01J3Q022318.
- 4. Value of Equipment: \$439,810.00.
- 5. Guaranteed rental period: 6 months, not to exceed a maximum 6 month rental term.
- 6. Rental rate: \$16,500.00 per month with a maximum 6 month rental term prior to conversion as set out in the Special Conditions attached hereto and all taxes are in addition to the rental rate.

GENERAL CONDITIONS

1. **RENTAL PERIOD:** The rental period shall commence on and include the date of actual delivery of the Equipment to the Lessee or the Lessee's agent, including any public carrier taking same for transit to the Lessee. The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, its nominee or agent, including any public carrier taking same for transit to the Lessor, its nominee or agent; provided always that such return to the Lessor shall not operate to reduce any minimum rental period which may have been stipulated. (See Section 2 below). The term of this agreement shall be automatically extended from the expiration date of any such minimum rental period, unless the Equipment shall have been returned to the Lessor, or either of the parties shall have given written notice of termination to the other, on or before the expiration date. Failing return of the Equipment, or written notice as above, the minimum term of rental shall be automatically extended as follows: where the rental rate has been quoted by the week, extension shall be for one week and thereafter from week to week; where the rental rate has been quoted by the month, extension shall be for one month and thereafter from month to month; where the rental rate has been quoted by the year, extension shall be for one year and thereafter from year to year. All the terms, covenants and conditions herein, including the rents and charges, shall be applicable during any extended term or renewal.

2. **CALCULATION OF RENTAL CHARGES:**
 - (a) **MONTHLY RENTAL RATES** are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month and shall apply when the number of hours the Equipment is operated in any one month does not exceed 200 hours. (See **Special Conditions**).
 - (b) **WEEKLY RENTAL RATES** are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the Equipment is operated in any one week does not exceed 40 hours.
 - (c) **DAILY RENTAL RATES** are for a consecutive period of twenty-four hours or less in which the number of hours the Equipment is operated shall not exceed 8 hours.
 - (d) **OVERTIME CHARGES.** Where Equipment is operated in excess of the above stated hourly maximal, such excess shall be charged at 1/200th of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any 1 weekly period; 1/8 of the daily rate for each hour worked in excess of 8 hours in any 1 day. The Lessee agrees to notify the Lessor if any article of Equipment is operated in excess of 200 hours per month, or pro rata for shorter rental periods, and to pay the additional rental above provided. (See **Special Conditions**).
 - (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
 - (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the Equipment to the Lessor before the expiration of such period.

3. **PAYMENT:** The rental for the minimum rental period is payable before delivery of the Equipment. Other rentals are due and payable monthly or weekly, as the case may be, in advance. All rental payments are to be made to the office of the Lessor at the above designated address. All overdue payments shall bear interest at the rate of 18% per cent per annum and the acceptance of such interest by the Lessor shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.

4. **LOADING, UNLOADING AND TRANSPORTATION:** The Lessor, at its own expense, shall load the Equipment for transit to the Lessee and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point. The Lessee, at its own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points. The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points, including insurance. If shipping instructions are not furnished by the Lessee the Lessor may ship the Equipment in accordance with its own judgment.

5. **RESTRICTION AS TO USE:**

Lessee agrees to use the Equipment only as instructed and within its rated capacity. Lessee agrees that the Equipment shall not be operated:

 - (a) By any person under the age of 21 years.
 - (b) By any person not in possession of the permit or license required by any applicable municipal, provincial or federal law or ordinance.
 - (c) In any race or speed test or contest.

- (d) To propel or tow any vehicle except in the case the Equipment is designed for this purpose and the rental contemplates such purpose.
- (e) By any person while under the influence of intoxicants or narcotics.
- (f) For any illegal purpose.
- (g) Recklessly as to speed or otherwise.
- (h) Outside of the stated area of use without the prior written consent of the Lessor.
- (i) At any time when the prescribed insurance is not in full force and effect.
- (j) Contrary to instructions governing its use.

6. MAINTENANCE, OPERATION AND REPAIRS:

- (a) The Lessee shall provide and pay for, at its own expense, all fuel, oil, lubrication, electric power, servicing and maintenance for each article of Equipment, including repairs, parts, supplies, labor and tools, as may be required. The lessor shall not be obligated to make any repairs or replacements of parts, attachments, accessories, equipment or otherwise.
- (b) The Lessee shall, at its expense, at all times during the term hereof, maintain each article of Equipment in good operating order, repair and appearance, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, nor without the prior approval of the Lessor, affix or install any accessory, attachment or other device to any article of Equipment leased hereunder, and all repairs, replacements, parts, supplies, accessories, attachments and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of the Lessor.
- (c) It is understood and agreed that the Lessee shall cause the Equipment to be operated only by competent employees and shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons who are satisfactory to the Lessor.
- (d) Maintenance of the Equipment shall include, without limiting the generality of the foregoing, all routine lubrication, oil changes and adjustments which are to be performed in accordance with the recommendations of the manufacturer and/or the Lessor.

7. RETURN OF EQUIPMENT: The Lessee agrees to return the Equipment and its appurtenances to the Lessor in good repair and operating condition. The Lessee shall indemnify the Lessor against all loss or damage to Equipment during the rental period and the appraisal of any such loss or damage shall be based upon the value stated in the Details of Equipment, provided, however, that the Lessee shall only be liable for such shortages or damages as shall be notified to it in writing by the Lessor within two weeks after receipt by the Lessor, its nominee or agent of the Equipment concerned.

8. LIABILITY: The Lessee assumes all risk and liability for each article of Equipment leased hereunder and for the use, operation, storage and return delivery thereof and damages for injuries and death to persons and property howsoever arising therefrom and shall save and hold the Lessor harmless from any and all of the following; all claims and liens for storage, labor and materials and all loss of and damage to said Equipment and all loss, damage, claims, penalties, liability and expense, including attorneys' fees, howsoever arising or incurred because of said Equipment during the pendency of the Lease thereof or the return delivery thereof to the Lessor, its nominee or agent or the storage, maintenance, use or operation thereof. The Lessee hereby renounces all claims which it may have against the Lessor for any loss or damage which he may suffer either direct or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.

9. INSPECTION: Before the Equipment is loaded for transit to the Lessee, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by this Lease, then the cost of such inspection shall be paid by the Lessor. If the Lessee fails to have such inspection made or accepts such Equipment after such inspection has been made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Lessee's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Lessor makes no warranty or guarantee whatsoever as to the Equipment or its performance. The Lessor shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment. The Lessor shall have the right to inspect the Equipment at the Lessee's shipping point prior to reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

10. TITLE: Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever, in or to the Equipment, other than that of a lessee. The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure. The Lessee agrees to notify in writing the landlord of the premises where any article of Equipment may be kept to the effect that such Equipment is the property of the Lessor, and further agrees not to allow the Equipment or its accessories to be pledged or encumbered by mortgage or otherwise.

11. **DEFAULT:** If the Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for the Lessee or the Lessee shall make an assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with possession of any article of Equipment leased hereunder or do any act or thing tending to impair the title of the Lessor; or should the Lessee overload the Equipment or tax it beyond its capacity, or fail to maintain and operate or to return the Equipment as provided by this agreement, or violate any other provision hereof, the Lessor may at its option and without notice to the Lessee:

- (a) proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms hereof; or
- (b) terminate this agreement whereupon Lessee's rights under the agreement shall cease and upon demand Lessee shall deliver all Equipment rented hereunder to Lessor at the Lessor's place of business or that of his nearest authorized representative, as the Lessor may direct. If in the sole opinion of the Lessor, the Lessee should fail to deliver promptly the said Equipment, or any of it, Lessor may, directly or by its agents, enter upon any premises of the Lessee or other premises where any of the said articles of Equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof, and hold and possess the same free from any right of the Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of the Lessee, and Lessee waives all claims of any kind for any loss or expense caused by such repossession; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts, including rents which under the terms of this Lease may be due and unpaid, together with any damages in addition thereto which the Lessor may have sustained by reason of the breach of any covenant or covenants of this Lease, together with such expenses as shall have been incurred in the seizure of the items of Equipment or in the enforcement of any of the Lessor's rights or privileges hereunder.

In the event of Lessor's termination under sub-paragraph (b) or of any legal proceedings by Lessor to recover damages for any default by Lessee hereunder, it is agreed that the actual amount of damages resulting would be difficult if not impossible to ascertain in view of the specialized nature of the Equipment, the planning and forecasting by Lessor of its facilities, investment and interest costs over the term of the agreement, and the computation of rental charges hereunder being based upon Lessee's business and type of operations, among other factors. Therefore, Lessee agrees to pay Lessor, at Lessor's option, in addition to back rentals due and owing, and in addition to the cost of meeting any liability and of making good any material damage as provided by any other clause of this agreement, an amount equal to 30% of the aggregate rental charges for the unexpired portion of the term of this agreement, not as a penalty, but as and for a genuine pre-estimate of liquidated damages.

12. **INSURANCE:** Lessee, at its own expense, shall carry adequate public liability insurance against bodily injury, including death, and against property damage, all such insurance to protect both the Lessor and the Lessee, and shall also keep each item of Equipment insured at the full insurable value thereof under extended coverage, with losses, if any, payable to the Lessor as its interest may appear. All insurance shall be in amounts and companies acceptable to the Lessor and the Lessee under-takes to deliver promptly to the Lessor evidence of such insurance. Such insurance shall be kept in effect from the time the Equipment is shipped by the Lessor until it is returned to the Lessor, its nominee or agent.
13. **BOND:** If requested by the Lessor, the Lessee, at the latter's own expense, shall furnish a bond satisfactory to the Lessor, in an amount equal to the value of the Equipment as stated in the Details of Equipment, to insure the fulfillment of the Lessee's obligation under this Lease.
14. **POSSESSION:** Each article of Equipment hereby used shall be used solely in the conduct of the Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than the Lessee or its employees. The Equipment shall be used solely in the Province or Territory in Canada to which the Equipment is delivered and in which the Lessee carries on business.
15. **TAXES:** Lessee shall be liable for and will reimburse Lessor for amounts equal to any taxes, fees, assessments or licenses levied or based upon the Equipment or the use or operation thereof during the currency of this Lease.
16. **NOTICE:** Wherever the giving of a notice is required by this Lease, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the day of delivery, if delivered in person, or if mailed by regular post with mailing charges prepaid on the next business day after posting.
17. **SUBLETTING:** None of the Equipment shall be sublet by the Lessee, nor shall it assign or transfer any interest in this Lease without the previous written consent of the Lessor, which consent may be arbitrarily withheld.

18. **NON-WAIVER:** Time is of the essence and the Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision and waiver of any default shall not waive any other default.
19. **SHIPPING INSTRUCTIONS:** The Lessor is to deliver the Equipment to Suncor, in the Province of Alberta, on or about the 13th day of November, 2008.

SPECIAL CONDITIONS

The following Special Conditions form part of this Lease 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. The Rental Rate shall be \$16,500.00 per month, not to exceed a maximum six month rental term. Rental Rate payments shall be due in advance and all taxes are in addition to the Rental Rate.
2. The use of the Equipment shall be based on a maximum of 200 hours per month.
3. Overtime charges in excess of 200 hours shall be charged at 100% of regular hourly rate.
4. In the event the Lessee elects to purchase the Equipment within six (6) months from the commencement of the rental term, the Lessor shall apply 85% of paid rentals to the purchase price of the Equipment.

Should the Lessee fail to exercise the option to purchase the Equipment within the first six (6) months of the rental term, the Lessor may at its sole option replace the Equipment with a comparable unit and the Lessee shall forfeit any equity it may have earned in the Equipment.

The Lessor may at its sole option elect to extend the rental purchase option period beyond the six (6) month term, in which case the Lessor shall apply to the purchase price of the Equipment, 85% of the paid rentals for the first six (6) months of the rental term and 50% of paid rentals for months seven (7) through twelve (12) of the rental term.

5. The Lessee shall be responsible for all damage, corrosion, breakage to the Equipment, other than normal wear and tear, the extent of which shall be determined in the sole opinion of the Lessor.
6. Upon the return of the Equipment the Lessee shall be charged and shall pay the greater of the following costs or the Lessor's then current retail rates for such services:

- (i) cost to steam clean unit - \$250.00 flat rate;
- (ii) cost to repair any damages to the Equipment sustained while in the Lessee's possession;
- (iii) cost to change engine oil and filter and air filter as follows:
 - Equipment under 100 HP \$250.00
 - Equipment between 100 and 200 HP \$350.00
 - Equipment greater than 200 HP \$400.00.
 - cost to replace wear items (e.g. - bucket teeth).

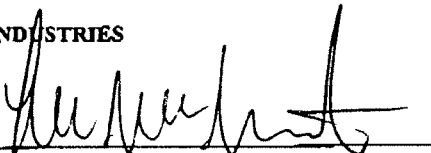
Lessee acknowledges receipt of a copy of this Agreement and waives the right to receive any financing statement or verification statement related to this Lease.

The Lessor and Lessee, having read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Lease on the day and date herein above first written.

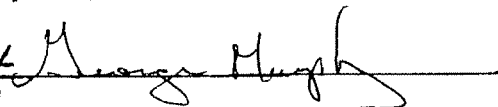
WAJAX INDUSTRIES

Per:
Lessor



(If a corporation, Customer's full and proper corporate name)

Per:
Lessee





SHORT TERM EQUIPMENT RENTAL AGREEMENT

Construction/Forestry Division

Agreement of Lease made this April 8th, 2009

WAJAX INDUSTRIES*

hereinafter called the "Lessor", of
17604 - 105 AVENUE
EDMONTON, AB. T5S-1G4
(address for all purposes hereof)

AND

Cow Harbour Construction Ltd.

hereinafter called the "Lessee", of
316 MacKay Cres.
Pt. McMurray, AB.
T9H 4E4
(address for all purposes hereof)

The Lessor and Lessee mutually agree and acknowledge as follows:

- A. The Lessor hereby leases to the Lessee the Equipment described hereafter in Details of Equipment (hereinafter called the Equipment) under the terms and conditions of this Agreement, including the General Conditions, for use at such location for such guaranteed minimum time and at such rental rates as herein stated.
- B. The Lessor shall deliver the Equipment in good condition and working order for shipment to the Lessee in accordance with paragraph 19 hereof free on board to the Lessee's agent or carrier or directly to the Customer in the Customer's supplied truck..
- C. The Lessee declares that the Corporation or Agent carrying the Insurance covering the Equipment while in the Lessee's possession in accordance with paragraph 12 of the General Conditions shall be _____ having an address of _____
- D. This Agreement shall be interpreted and construed in accordance with the laws of the Province or Territory in Canada to which the Equipment is delivered.
- E. *The Lessor described above is a trade name of Wajax GP Holdings Inc., held in its capacity as Trustee of Wajax GP Trust, General Partner of Integrated Distribution Systems LP.

DETAILS OF EQUIPMENT:

Hitachi ZX850LC-3 ,2009, New, complete with the following equipment:

Factory Specifications:

Wajax standard options, Standard mainframe and counterweight with Removal Device, 36" (900mm) triple semi-grouser shoes, 8.4M (27' 7") one piece boom, 4.4M (14' 5") arm assembly,

Attachments/ Options

Quick Attach, 66" Dig Bucket, 84" Clean-out Bucket

Locally Added Options:

6 month/unlimited hour Standard, 3yr/5000hr Power train & hydraulics, 2 cab and 1 boom light, Positive air shutoff (manual), Supply & Install HD stump pan, Integral block heater, Front soft cover,

2. The Equipment shall be used solely in the Province or Territory in Canada to which the Equipment is delivered
3. Identification number: FF01JDQ020901
4. Value of Equipment: \$991,860
5. Guaranteed rental period: 6 MONTHS, not to exceed a maximum 6 month rental term.
6. Rental rate: \$ 30,000 per month with a maximum 6 month rental term prior to conversion as set out in the Special Conditions attached hereto and all taxes are in addition to the rental rate.

GENERAL CONDITIONS

1. **RENTAL PERIOD:** The rental period shall commence on and include the date of actual delivery of the Equipment to the Lessee or the Lessee's agent, including any public carrier taking same for transit to the Lessee. The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, its nominee or agent, including any public carrier taking same for transit to the Lessor, its nominee or agent; provided always that such return to the Lessor shall not operate to reduce any minimum rental period which may have been stipulated. (See Section 2 below). The term of this agreement shall be automatically extended from the expiration date of any such minimum rental period, unless the Equipment shall have been returned to the Lessor, or either of the parties shall have given written notice of termination to the other, on or before the expiration date. Failing return of the Equipment, or written notice as above, the minimum term of rental shall be automatically extended as follows: where the rental rate has been quoted by the week, extension shall be for one week and thereafter from week to week; where the rental rate has been quoted by the month, extension shall be for one month and thereafter from month to month; where the rental rate has been quoted by the year, extension shall be for one year and thereafter from year to year. All the terms, covenants and conditions herein, including the rents and charges, shall be applicable during any extended term or renewal.

2. **CALCULATION OF RENTAL CHARGES:**
 - (a) **MONTHLY RENTAL RATES** are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month and shall apply when the number of hours the Equipment is operated in any one month does not exceed 200 hours. (See **Special Conditions**).
 - (b) **WEEKLY RENTAL RATES** are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the Equipment is operated in any one week does not exceed 40 hours.
 - (c) **DAILY RENTAL RATES** are for a consecutive period of twenty-four hours or less in which the number of hours the Equipment is operated shall not exceed 8 hours.
 - (d) **OVERTIME CHARGES.** Where Equipment is operated in excess of the above stated hourly maximal, such excess shall be charged at: 1/200th of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any 1 weekly period; 1/8 of the daily rate for each hour worked in excess of 8 hours in any 1 day. The Lessee agrees to notify the Lessor if any article of Equipment is operated in excess of 200 hours per month, or pro rata for shorter rental periods, and to pay the additional rental above provided. (See **Special Conditions**).
 - (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
 - (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the Equipment to the Lessor before the expiration of such period.

3. **PAYMENT:** The rental for the minimum rental period is payable before delivery of the Equipment. Other rentals are due and payable monthly or weekly, as the case may be, in advance. All rental payments are to be made to the office of the Lessor at the above designated address. All overdue payments shall bear interest at the rate of 18% per cent per annum and the acceptance of such interest by the Lessor shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.

4. **LOADING, UNLOADING AND TRANSPORTATION:** The Lessor, at its own expense, shall load the Equipment for transit to the Lessee and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point. The Lessee, at its own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points. The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points, including insurance. If shipping instructions are not furnished by the Lessee the Lessor may ship the Equipment in accordance with its own judgment.

5. **RESTRICTION AS TO USE:**

Lessee agrees to use the Equipment only as instructed and within its rated capacity. Lessee agrees that the Equipment shall not be operated:

 - (a) By any person under the age of 21 years.
 - (b) By any person not in possession of the permit or license required by any applicable municipal, provincial or federal law or ordinance.
 - (c) In any race or speed test or contest.

- (d) To propel or tow any vehicle except in the case the Equipment is designed for this purpose and the rental contemplates such purpose.
- (e) By any person while under the influence of intoxicants or narcotics.
- (f) For any illegal purpose.
- (g) Recklessly as to speed or otherwise.
- (h) Outside of the stated area of use without the prior written consent of the Lessor.
- (i) At any time when the prescribed insurance is not in full force and effect.
- (j) Contrary to instructions governing its use.

6. MAINTENANCE, OPERATION AND REPAIRS:

- (a) The Lessee shall provide and pay for, at its own expense, all fuel, oil, lubrication, electric power, servicing and maintenance for each article of Equipment, including repairs, parts, supplies, labor and tools, as may be required. The lessor shall not be obligated to make any repairs or replacements of parts, attachments, accessories, equipment or otherwise.
- (b) The Lessee shall, at its expense, at all times during the term hereof, maintain each article of Equipment in good operating order, repair and appearance, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, nor without the prior approval of the Lessor, affix or install any accessory, attachment or other device to any article of Equipment leased hereunder, and all repairs, replacements, parts, supplies, accessories, attachments and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of the Lessor.
- (c) It is understood and agreed that the Lessee shall cause the Equipment to be operated only by competent employees and shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons who are satisfactory to the Lessor.
- (d) Maintenance of the Equipment shall include, without limiting the generality of the foregoing, all routine lubrication, oil changes and adjustments which are to be performed in accordance with the recommendations of the manufacturer and/or the Lessor.

7. RETURN OF EQUIPMENT: The Lessee agrees to return the Equipment and its appurtenances to the Lessor in good repair and operating condition. The Lessee shall indemnify the Lessor against all loss or damage to Equipment during the rental period and the appraisal of any such loss or damage shall be based upon the value stated in the Details of Equipment, provided, however, that the Lessee shall only be liable for such shortages or damages as shall be notified to it in writing by the Lessor within two weeks after receipt by the Lessor, its nominee or agent of the Equipment concerned.

8. LIABILITY: The Lessee assumes all risk and liability for each article of Equipment leased hereunder and for the use, operation, storage and return delivery thereof and damages for injuries and death to persons and property howsoever arising therefrom and shall save and hold the Lessor harmless from any and all of the following; all claims and liens for storage, labor and materials and all loss of and damage to said Equipment and all loss, damage, claims, penalties, liability and expense, including attorneys' fees, howsoever arising or incurred because of said Equipment during the pendency of the Lease thereof or the return delivery thereof to the Lessor, its nominee or agent or the storage, maintenance, use or operation thereof. The Lessee hereby renounces all claims which it may have against the Lessor for any loss or damage which he may suffer either direct or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.

9. INSPECTION: Before the Equipment is loaded for transit to the Lessee, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by this Lease, then the cost of such inspection shall be paid by the Lessor. If the Lessee fails to have such inspection made or accepts such Equipment after such inspection has been made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Lessee's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Lessor makes no warranty or guarantee whatsoever as the Equipment or its performance. The Lessor shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment. The Lessor shall have the right to inspect the Equipment at the Lessee's shipping point prior to reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

10. TITLE: Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever, in or to the Equipment, other than that of a lessee. The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure. The Lessee agrees to notify in writing the landlord of the premises where any article of Equipment may be kept to the effect that such Equipment is the property of the Lessor, and further agrees not to allow the Equipment or its accessories to be pledged or encumbered by mortgage or otherwise.

11. **DEFAULT:** If the Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for the Lessee or the Lessee shall make an assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with possession of any article of Equipment leased hereunder or do any act or thing tending to impair the title of the Lessor; or should the Lessee overload the Equipment or tax it beyond its capacity, or fail to maintain and operate or to return the Equipment as provided by this agreement, or violate any other provision hereof, the Lessor may at its option and without notice to the Lessee:

- (a) proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms hereof; or
- (b) terminate this agreement whereupon Lessee's rights under the agreement shall cease and upon demand Lessee shall deliver all Equipment rented hereunder to Lessor at the Lessor's place of business or that of his nearest authorized representative, as the Lessor may direct. If in the sole opinion of the Lessor, the Lessee should fail to deliver promptly the said Equipment, or any of it, Lessor may, directly or by its agents, enter upon any premises of the Lessee or other premises where any of the said articles of Equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof, and hold and possess the same free from any right of the Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of the Lessee, and Lessee waives all claims of any kind for any loss or expense caused by such repossession; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts, including rents which under the terms of this Lease may be due and unpaid, together with any damages in addition thereto which the Lessor may have sustained by reason of the breach of any covenant or covenants of this Lease, together with such expenses as shall have been incurred in the seizure of the items of Equipment or in the enforcement of any of the Lessor's rights or privileges hereunder.

In the event of Lessor's termination under sub-paragraph (b) or of any legal proceedings by Lessor to recover damages for any default by Lessee hereunder, it is agreed that the actual amount of damages resulting would be difficult if not impossible to ascertain in view of the specialized nature of the Equipment, the planning and forecasting by Lessor of its facilities, investment and interest costs over the term of the agreement, and the computation of rental charges hereunder being based upon Lessee's business and type of operations, among other factors. Therefore, Lessee agrees to pay Lessor, at Lessor's option, in addition to back rentals due and owing, and in addition to the cost of meeting any liability and of making good any material damage as provided by any other clause of this agreement, an amount equal to 30% of the aggregate rental charges for the unexpired portion of the term of this agreement, not as a penalty, but as and for a genuine pre-estimate of liquidated damages.

12. **INSURANCE:** Lessee, at its own expense, shall carry adequate public liability insurance against bodily injury, including death, and against property damage, all such insurance to protect both the Lessor and the Lessee, and shall also keep each item of Equipment insured at the full insurable value thereof under extended coverage, with losses, if any, payable to the Lessor as its interest may appear. All insurance shall be in amounts and companies acceptable to the Lessor and the Lessee under-takes to deliver promptly to the Lessor evidence of such insurance. Such insurance shall be kept in effect from the time the Equipment is shipped by the Lessor until it is returned to the Lessor, its nominee or agent.
13. **BOND:** If requested by the Lessor, the Lessee, at the latter's own expense, shall furnish a bond satisfactory to the Lessor, in an amount equal to the value of the Equipment as stated in the Details of Equipment, to insure the fulfillment of the Lessee's obligation under this Lease.
14. **POSSESSION:** Each article of Equipment hereby used shall be used solely in the conduct of the Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than the Lessee or its employees. The Equipment shall be used solely in the Province or Territory in Canada to which the Equipment is delivered and in which the Lessee carries on business.
15. **TAXES:** Lessee shall be liable for and will reimburse Lessor for amounts equal to any taxes, fees, assessments or licenses levied or based upon the Equipment or the use or operation thereof during the currency of this Lease.

16. **NOTICE:** Wherever the giving of a notice is required by this Lease, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the day of delivery, if delivered in person, or if mailed by regular post with mailing charges prepaid on the next business day after posting.
17. **SUBLETTING:** None of the Equipment shall be sublet by the Lessee, nor shall it assign or transfer any interest in this Lease without the previous written consent of the Lessor, which consent may be arbitrarily withheld.
18. **NON-WAIVER:** Time is of the essence and the Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision and waiver of any default shall not waive any other default.
19. **SHIPPING INSTRUCTIONS:** The Lessor is to deliver the Equipment to Ft. McMurray, in the Province of Alberta on or about the 10th day of April 2009. Serial # PF01JDQ020901

SPECIAL CONDITIONS

The following Special Conditions form part of this Lease 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. **The Rental Rate shall be \$30,000 per month, not to exceed a maximum six month rental term. Rental Rate payments shall be due in advance and all taxes are in addition to the Rental Rate.**
2. **The use of the Equipment shall be based on a maximum of 200 hours per month.**
3. **Overtime charges in excess of 200 hours shall be charged at 100% of regular hourly rate.**
4. **In the event the Lessee elects to purchase the Equipment within six (6) months from the commencement of the rental term, the Lessor shall apply 85% of paid rentals to the purchase price of the Equipment.**

Should the Lessee fail to exercise the option to purchase the Equipment within the first six (6) months of the rental term, the Lessor may at its sole option replace the Equipment with a comparable unit and the Lessee shall forfeit any equity it may have earned in the Equipment.

The Lessor may at its sole option elect to extend the rental purchase option period beyond the six (6) month term, in which case the Lessor shall apply to the purchase price of the Equipment, 85% of the paid rentals for the first six (6) months of the rental term and 50% of paid rentals for months seven (7) through twelve (12) of the rental term.

5. **The Lessee shall be responsible for all damage, corrosion, breakage to the Equipment, other than normal wear and tear, the extent of which shall be determined in the sole opinion of the Lessor.**
6. **Upon the return of the Equipment the Lessee shall be charged and shall pay the greater of the following costs or the Lessor's then current retail rates for such services:**
 - (i) **cost to steam clean unit - \$250.00 flat rate;**
 - (ii) **cost to repair any damages to the Equipment sustained while in the Lessee's possession;**
 - (iii) **cost to change engine oil and filter and air filter as follows:**
 - Equipment under 100 HP \$250.00**
 - Equipment between 100 and 200 HP \$350.00**
 - Equipment greater than 200 HP \$400.00.**
 - cost to replace wear items (e.g. - bucket teeth).**

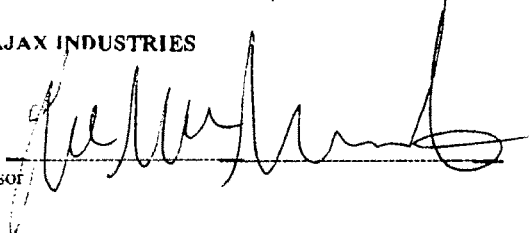
Lessee acknowledges receipt of a copy of this Agreement and waives the right to receive any financing statement or verification statement related to this Lease.

The Lessor and Lessee, having read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Lease on the day and date herein above first written.

WAJAX INDUSTRIES

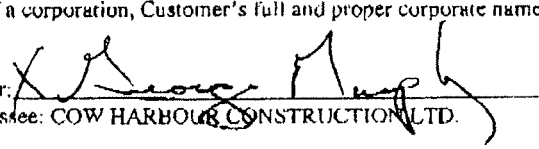
Per:
Lessor



(If a corporation, Customer's full and proper corporate name)

Per:

Lessee: COW HARBOUR CONSTRUCTION LTD.



COPIES MADE



SHORT TERM EQUIPMENT RENTAL AGREEMENT

Construction/Forestry Division

Agreement of Lease made this 8th day of April 2009

WAJAX INDUSTRIES*

hereinafter called the "Lessor", of

17604 - 105 AVENUE
EDMONTON, AB. T5S-1G4
(address for all purposes hereof)

AND

COW HARBOUR CONSTRUCTION LTD.

hereinafter called the "Lessee" of

316 MacKay Cres
FORT MCMURRAY, AB.
T9H 4E4
(address for all purposes hereof)

The Lessor and Lessee mutually agree and acknowledge as follows:

- A. The Lessor hereby leases to the Lessee the Equipment described hereafter in Details of Equipment (hereinafter called the Equipment) under the terms and conditions of this Agreement, including the General Conditions, for use at such location for such guaranteed minimum time and at such rental rates as herein stated.
- B. The Lessor shall deliver the Equipment in good condition and working order for shipment to the Lessee in accordance with paragraph 19 hereof free on board to the Lessee's agent or carrier or directly to the Customer in the Customer's supplied truck..
- C. The Lessee declares that the Corporation or Agent carrying the Insurance covering the Equipment while in the Lessee's possession in accordance with paragraph 12 of the General Conditions shall be _____ having an address of _____
- D. This Agreement shall be interpreted and construed in accordance with the laws of the Province or Territory in Canada to which the Equipment is delivered.
- E. *The Lessor described above is a trade name of Wajax GP Holdco Inc., held in its capacity as Trustee of Wajax GP Trust, General Partner of Integrated Distribution Systems LP.

DETAILS OF EQUIPMENT

New 2009, Hitachi EX1200-6, SR#FF018JQ001067, complete with the following equipment:

Factory Specifications:

Hitachi EX1200-6 Hydraulic Excavator, 900mm Double grouser shoes, 9.1 meter (29'10") Reinforced Boom, 4.5 meter (14'9") Arm, cab with riser, 12 months or 3,000 hr warranty,

Attachments/ Options

Locally Added Options:

FOB Fort McMurray site, Assembly, 84" (7.22 cuyd) bucket,

- 2. The Equipment shall be used solely in the Province or Territory in Canada to which the Equipment is delivered.
- 3. Identification number: FF018JQ001067.
- 4. Value of Equipment: \$1,681,500 CDN\$ (US Exchange is \$1.277).
- 5. Guaranteed rental period: 6 months, not to exceed a maximum 6 month rental term.
- 6. Rental rate: \$ 40,000 per month with a maximum 6 month rental term prior to conversion as set out in the Special Conditions attached hereto and all taxes are in addition to the rental rate.

GENERAL CONDITIONS

1. **RENTAL PERIOD:** The rental period shall commence on and include the date of actual delivery of the Equipment to the Lessee or the Lessor's agent, including any public carrier taking same for transit to the Lessee. The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, its nominee or agent, including any public carrier taking same for transit to the Lessor, its nominee or agent; provided always that such return to the Lessor shall not operate to reduce any minimum rental period which may have been stipulated. (See Section 2 below). The term of this agreement shall be automatically extended from the expiration date of any such minimum rental period, unless the Equipment shall have been returned to the Lessor, or either of the parties shall have given written notice of termination to the other, on or before the expiration date. Failing return of the Equipment, or written notice as above, the minimum term of rental shall be automatically extended as follows: where the rental rate has been quoted by the week, extension shall be for one week and thereafter from week to week; where the rental rate has been quoted by the month, extension shall be for one month and thereafter from month to month; where the rental rate has been quoted by the year, extension shall be for one year and thereafter from year to year. All the terms, covenants and conditions herein, including the rents and charges, shall be applicable during any extended term or renewal.
2. **CALCULATION OF RENTAL CHARGES:**
 - (a) **MONTHLY RENTAL RATES** are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month and shall apply when the number of hours the Equipment is operated in any one month does not exceed 200 hours. (See Special Conditions).
 - (b) **WEEKLY RENTAL RATES** are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the Equipment is operated in any one week does not exceed 40 hours.
 - (c) **DAILY RENTAL RATES** are for a consecutive period of twenty-four hours or less in which the number of hours the Equipment is operated shall not exceed 8 hours.
 - (d) **OVERTIME CHARGES.** Where Equipment is operated in excess of the above stated hourly maximal, such excess shall be charged at: 1/200th of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any 1 weekly period; 1/8 of the daily rate for each hour worked in excess of 8 hours in any 1 day. The Lessee agrees to notify the Lessor if any article of Equipment is operated in excess of 200 hours per month, or pro rata for shorter rental periods, and to pay the additional rental above provided. (See Special Conditions).
 - (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
 - (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the Equipment to the Lessor before the expiration of such period.
3. **PAYMENT:** The rental for the minimum rental period is payable before delivery of the Equipment. Other rentals are due and payable monthly or weekly, as the case may be, in advance. All rental payments are to be made to the office of the Lessor at the above designated address. All overdue payments shall bear interest at the rate of 18% per cent per annum and the acceptance of such interest by the Lessor shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.
4. **LOADING, UNLOADING AND TRANSPORTATION:** The Lessor, at its own expense, shall load the Equipment for transit to the Lessee and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point. The Lessee, at its own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points. The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points, including insurance. If shipping instructions are not furnished by the Lessee the Lessor may ship the Equipment in accordance with its own judgment.
5. **RESTRICTION AS TO USE:**

Lessee agrees to use the Equipment only as instructed and within its rated capacity. Lessee agrees that the Equipment shall not be operated:

 - (a) By any person under the age of 21 years.

- (b) By any person not in possession of the permit or license required by any applicable municipal, provincial or federal law or ordinance.
- (c) In any race or speed test or contest.
- (d) To propel or tow any vehicle except in the case the Equipment is designed for this purpose and the rental contemplates such purpose.
- (e) By any person while under the influence of intoxicants or narcotics.
- (f) For any illegal purpose.
- (g) Recklessly as to speed or otherwise.
- (h) Outside of the stated area of use without the prior written consent of the Lessor.
- (i) At any time when the prescribed insurance is not in full force and effect.
- (j) Contrary to instructions governing its use.

6. MAINTENANCE, OPERATION AND REPAIRS:

- (a) The Lessee shall provide and pay for, at its own expense, all fuel, oil, lubrication, electric power, servicing and maintenance for each article of Equipment, including repairs, parts, supplies, labor and tools, as may be required. The lessor shall not be obligated to make any repairs or replacements of parts, attachments, accessories, equipment or otherwise.
- (b) The Lessee shall, at its expense, at all times during the term hereof, maintain each article of Equipment in good operating order, repair and appearance, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, nor without the prior approval of the Lessor, affix or install any accessory, attachment or other device to any article of Equipment leased hereunder, and all repairs, replacements, parts, supplies, accessories, attachments and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of the Lessor.
- (c) It is understood and agreed that the Lessee shall cause the Equipment to be operated only by competent employees and shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons who are satisfactory to the Lessor.
- (d) Maintenance of the Equipment shall include, without limiting the generality of the foregoing, all routine lubrication, oil changes and adjustments which are to be performed in accordance with the recommendations of the manufacturer and/or the Lessor.

- 7. **RETURN OF EQUIPMENT:** The Lessee agrees to return the Equipment and its appurtenances to the Lessor in good repair and operating condition. The Lessee shall indemnify the Lessor against all loss or damage to Equipment during the rental period and the appraisal of any such loss or damage shall be based upon the value stated in the Details of Equipment, provided, however, that the Lessee shall only be liable for such shortages or damages as shall be notified to it in writing by the Lessor within two weeks after receipt by the Lessor, its nominee or agent of the Equipment concerned.
- 8. **LIABILITY:** The Lessee assumes all risk and liability for each article of Equipment leased hereunder and for the use, operation, storage and return delivery thereof and damages for injuries and death to persons and property howsoever arising therefrom and shall save and hold the Lessor harmless from any and all of the following: all claims and liens for storage, labor and materials and all loss of and damage to said Equipment and all loss, damage, claims, penalties, liability and expense, including attorneys' fees, howsoever arising or incurred because of said Equipment during the pendency of the Lease thereof or the return delivery thereof to the Lessor, its nominee or agent or the storage, maintenance, use or operation thereof. The Lessee hereby renounces all claims which it may have against the Lessor for any loss or damage which he may suffer either direct or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
- 9. **INSPECTION:** Before the Equipment is loaded for transit to the Lessee, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by this Lease, then the cost of such inspection shall be paid by the Lessor. If the Lessee fails to have such inspection made or accepts such Equipment after such inspection has been made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Lessee's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Lessor makes no warranty or guarantee whatsoever as the Equipment or its performance. The Lessor shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment. The Lessor shall have the right to inspect the Equipment at the Lessee's shipping point prior to reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

10. **TITLE:** Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever, in or to the Equipment, other than that of a lessee. The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure. The Lessee agrees to notify in writing the landlord of the premises where any article of Equipment may be kept to the effect that such Equipment is the property of the Lessor, and further agrees not to allow the Equipment or its accessories to be pledged or encumbered by mortgage or otherwise.
11. **DEFAULT:** If the Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for the Lessee or the Lessee shall make an assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with possession of any article of Equipment leased hereunder or do any act or thing tending to impair the title of the Lessor; or should the Lessee overload the Equipment or tax it beyond its capacity, or fail to maintain and operate or to return the Equipment as provided by this agreement, or violate any other provision hereof, the Lessor may at its option and without notice to the Lessee:
- (a) proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms hereof; or
 - (b) terminate this agreement whereupon Lessee's rights under the agreement shall cease and upon demand Lessee shall deliver all Equipment rented hereunder to Lessor at the Lessor's place of business or that of his nearest authorized representative, as the Lessor may direct. If in the sole opinion of the Lessor, the Lessee should fail to deliver promptly the said Equipment, or any of it, Lessor may, directly or by its agents, enter upon any premises of the Lessee or other premises where any of the said articles of Equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof, and hold and possess the same free from any right of the Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of the Lessee, and Lessee waives all claims of any kind for any loss or expense caused by such repossession; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts, including rents which under the terms of this Lease may be due and unpaid, together with any damages in addition thereto which the Lessor may have sustained by reason of the breach of any covenant or covenants of this Lease, together with such expenses as shall have been incurred in the seizure of the items of Equipment or in the enforcement of any of the Lessor's rights or privileges hereunder.

In the event of Lessor's termination under sub-paragraph (b) or of any legal proceedings by Lessor to recover damages for any default by Lessee hereunder, it is agreed that the actual amount of damages resulting would be difficult if not impossible to ascertain in view of the specialized nature of the Equipment, the planning and forecasting by Lessor of its facilities, investment and interest costs over the term of the agreement, and the computation of rental charges hereunder being based upon Lessee's business and type of operations, among other factors. Therefore, Lessee agrees to pay Lessor, at Lessor's option, in addition to back rentals due and owing, and in addition to the cost of meeting any liability and of making good any material damage as provided by any other clause of this agreement, an amount equal to 30% of the aggregate rental charges for the unexpired portion of the term of this agreement, not as a penalty, but as and for a genuine pre-estimate of liquidated damages.

12. **INSURANCE:** Lessee, at its own expense, shall carry adequate public liability insurance against bodily injury, including death, and against property damage, all such insurance to protect both the Lessor and the Lessee, and shall also keep each item of Equipment insured at the full insurable value thereof under extended coverage, with losses, if any, payable to the Lessor as its interest may appear. All insurance shall be in amounts and companies acceptable to the Lessor and the Lessee undertakes to deliver promptly to the Lessor evidence of such insurance. Such insurance shall be kept in effect from the time the Equipment is shipped by the Lessor until it is returned to the Lessor, its nominee or agent.
13. **BOND:** If requested by the Lessor, the Lessee, at the latter's own expense, shall furnish a bond satisfactory to the Lessor, in an amount equal to the value of the Equipment as stated in the Details of Equipment, to insure the fulfillment of the Lessee's obligation under this Lease.
14. **POSSESSION:** Each article of Equipment hereby used shall be used solely in the conduct of the Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than the Lessee or its employees. The Equipment shall be used solely in the Province or Territory in Canada to which the Equipment is delivered and in which the Lessee carries on business.
15. **TAXES:** Lessee shall be liable for and will reimburse Lessor for amounts equal to any taxes, fees, assessments or licenses levied or based upon the Equipment or the use or operation thereof during the currency of this Lease.

16. **NOTICE:** Wherever the giving of a notice is required by this Lease, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the day of delivery, if delivered in person, or if mailed by regular post with mailing charges prepaid on the next business day after posting.
17. **SUBLETTING:** None of the Equipment shall be sublet by the Lessee, nor shall it assign or transfer any interest in this Lease without the previous written consent of the Lessor, which consent may be arbitrarily withheld.
18. **NON-WAIVER:** Time is of the essence and the Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision and waiver of any default shall not waive any other default.
19. **SHIPPING INSTRUCTIONS:** The Lessor is to deliver the Equipment to FT.MCMURRAY, in the Province of ALBERTA on or about the 8TH day of APRIL 2009. SERIAL # FF018JQ001067

SPECIAL CONDITIONS

The following Special Conditions form part of this Lease 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. The Rental Rate shall be \$ 40,000 per month, not to exceed a maximum six month rental term. Rental Rate payments shall be due in advance and all taxes are in addition to the Rental Rate.
2. The use of the Equipment shall be based on a maximum of 200 hours per month.
3. Overtime charges in excess of 200 hours shall be charged at 100% of regular hourly rate.
4. In the event the Lessee elects to purchase the Equipment within six (6) months from the commencement of the rental term, the Lessor shall apply 85% of paid rentals to the purchase price of the Equipment.

Should the Lessee fail to exercise the option to purchase the Equipment within the first six (6) months of the rental term, the Lessor may at its sole option replace the Equipment with a comparable unit and the Lessee shall forfeit any equity it may have earned in the Equipment.

The Lessor may at its sole option elect to extend the rental purchase option period beyond the six (6) month term, in which case the Lessor shall apply to the purchase price of the Equipment, 85% of the paid rentals for the first six (6) months of the rental term and 50% of paid rentals for months seven (7) through twelve (12) of the rental term.

5. The Lessee shall be responsible for all damage, corrosion, breakage to the Equipment, other than normal wear and tear, the extent of which shall be determined in the sole opinion of the Lessor.
6. Upon the return of the Equipment the Lessee shall be charged and shall pay the greater of the following costs or the Lessor's then current retail rates for such services:
 - (i) cost to steam clean unit - \$250.00 flat rate;
 - (ii) cost to repair any damages to the Equipment sustained while in the Lessee's possession;
 - (iii) cost to change engine oil and filter and air filter as follows:
 - Equipment under 100 HP \$250.00
 - Equipment between 100 and 200 HP \$350.00
 - Equipment greater than 200 HP \$400.00.
 - cost to replace wear items (e.g. - bucket teeth).

Lessee acknowledges receipt of a copy of this Agreement and waives the right to receive any financing statement or verification statement related to this Lease.

The Lessor and Lessee, having read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Lease on the day and date herein above first written.

WAJAX INDUSTRIES

Per: _____

Lessor: _____

(If a corporation, Customer's full and proper corporate name)

Per: _____

Lessee: COW HARBOUR CONSTRUCTION LTD.

APPENDIX "N"

**LEASES #200 THROUGH #219 WITH
SMS EQUIPMENT INC.**



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPMENT SMS INC. (the "Lessor")
of 310 MacKenzie Blvd. Fort McMurray Alberta T9H 4C4
AND Cow Harbour Construction Ltd.
of 316 MacKay Crescent Fort McMurray Alberta T9H 4E4

and Wally Hewitt (the "Lessor's Premises")
for the purpose of Lighting (the "Lessee")
(Lessor's Phone Number) 780-715-8796 or 780-791-5477
to be used at or near Fort McMurray Alberta (Lessee's Address)
(Lessee's Contact Person)
(Summitize Use)
(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. LEASE. The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading DETAILS OF COLLATERAL, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise) nor shall the Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld in all cases in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

DETAILS OF COLLATERAL						
QTY.	LR. MAKE	L6-4MBEL	Light Tower TYPE	40S457U3D48L NO.	\$12,700.00	6 months MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS	
2008- Ingersoll Rand L6-4MH Light Tower includes:					DUE DATE	
<ul style="list-style-type: none">- Standard specifications, block heater, inside lamp storage, low fuel shut down, trailer- Warranty is a 1 year or 2000 hours which ever occurs first- This is a 6 month RPO based on 200 hours per month, rate is \$1,100.00, over hours if unit is returned is \$5.50 per hour.- 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					AMOUNT*	
					Oct-28-09	
					\$1,100.00	
					Nov-28-09	
					\$1,100.00	
					Dec-28-09	
\$1,100.00						
Jan-28-10						
\$1,100.00						
Feb-28-10						
\$1,100.00						
Mar-28-10						
\$1,100.00						
Plus G.S.T. on the above.						
STOCK NO. D9218104					HOURS AT DELIVERY 2	
RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance. All payments payable by the Lessee shall be in full payment of the rental and all other charges. All applicable taxes will be in addition to the rental.						

2. RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charge" or as "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or services, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 5,500.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.8% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. OPTION TO PURCHASE. (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 27 2010.

4. DELIVERY. Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: October 28 2009 at Cow Harbour Office- Fort McMurray AB referred to herein shall commence. Upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessor's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but also at the Lessee's sole risk and expense.

5. INSURANCE/AGENT. The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be: To be supplied once approved.

6. UNDERCARRIAGE CLAUSE. Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. As amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:

7. TIRE CLAUSE. The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:
Brand Serial No. Size & Ply Rating Tread Depth Value
RF
RR
LF
LR

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in acceptable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing tires, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. OVER HOURS. Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 26th day of October 2009

LESSOR
SMS EQUIPMENT INC./EQUIPMENT SMS INC.

BY: [Signature]

BY: [Signature]

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE
Name Cow Harbour Construction Ltd.

BY: [Signature]

TITLE

WITNESS

Witnessed & Notarized



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")
of 310 Macdonald Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

and Wally Hewitt

(Lessor's Phone Number) 780-715-8796

for the purpose of lighting

to be used at or near Fort McMurray Alberta

(the "Lessor's Premises")

(the "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summary Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claim under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the insurance payable by the Lessee hereunder shall continue to be payable in all present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld in its Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR. MAKE	LR. MODEL	Light Tower TYPE	405462UJSD4BL NO.	\$12,700.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH							
2008 Ingersoll Rand Light Tower, includes:							
- Standard specifications, block heater, inside lamp storage, low fuel shut down, trailer							
- Warranty is a 1 year or 2000 hours which ever occurs first							
- This is a 6 month RPO based on 200 hours per month, rate is \$1,100.00, over hours if returned is \$5.50 per hour							
- 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.							
STOCK NO. D9218106				HOURS AT DELIVERY 2			
SCHEDULE OF RENTAL PAYMENTS							
				DUE DATE			
				AMOUNT*			
				Oct-30-09 \$1,100.00			
				Nov-30-09 \$1,100.00			
				Dec-30-09 \$1,100.00			
				Jan-30-10 \$1,100.00			
				Feb-28-10 \$1,100.00			
				Mar-30-10 \$1,100.00			

*All applicable taxes will be in addition

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agree to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (26.8% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 29 2010, and has paid any and all rent payments and additional charges when due, and at other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 2% per annum, calculated and compounded on each rent payment due date, with the required rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in connection with the Collateral and in connection with any sale that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: October 30 2009 Cow Harbour office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, handling, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessor's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:

of On file (Name)

(Address)

(Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:

7. **TIRES CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand Serial No. Size & Ply Rating Tread Depth Value

RF _____

RR _____

LF _____

LR _____

Upon return of the Collateral to the Lessor, a certificate tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tires of the brand, tread design, size and ply rating initiated by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 28th day of October, 2009.

LESSOR SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By: [Signature] Title: _____

By: [Signature] Title: _____

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSOR Cow Harbour Construction Ltd.

Name: [Signature] Title: _____

By: [Signature] Title: _____

Witness: [Signature]

Witness: [Signature]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPMENT SMS INC. (the "Lessor")
of 310 Macdonald Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

and Wally Hewitt

(Lessor's Phone Number) 780-715-8798

for the purpose of lighting

to be used at or near Fort McMurray Alberta

(the "Lessor's Premises")

(the "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Surrogate's Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such term, minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any statement, compensation, reduction of, or set-off against, any amounts payable by the Lessee to the Lessor, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or less of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld in all or in part at its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR. MAKE	LG-MODEL	Light Tower TYPE	405463 UH86BL NO.	\$12,700.00	6 months MIN. RENTAL PERIOD
COMPLETE WITH						
2008 Ingersoll Rand Light Tower, includes:						
- Standard specifications, block heater, inside lamp storage, low fuel shut down, trailer - Warranty is a 1 year or 2000 hours which ever occurs first - This is a 6 month RPO based on 200 hours per month, rate is \$1,100.00, over hours if returned is \$5.50 per hour - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					SCHEDULE OF RENTAL PAYMENTS	
					DUE DATE	AMOUNT*
					Oct-30-09	\$1,100.00
					Nov-30-09	\$1,100.00
					Dec-30-09	\$1,100.00
					Jan-30-10	\$1,100.00
					Feb-28-10	\$1,100.00
					Mar-30-10	\$1,100.00
STOCK NO. D9218107				HOURS AT DELIVERY 2	*all applicable taxes will be in addition	

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agree to pay costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (26.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 29 2010 (the "option date"), and has paid any and all rent payments and additional charges within due, and all other terms and conditions of this Agreement have been complied with and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the prime rate plus 2.00% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or title agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: October 30 2009 Cow Harbour office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessor's sole risk and expense, do all other loading, unloading, installing, dismantling and handling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessor's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:
of On file (Name)
(Address)
(Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:
☐ New ☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:
Brand Serial No. Size & Ply Rating Tread Depth Value

RF _____
RR _____
LF _____
LR _____

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during the Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period shall be payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED THIS 28th day of October, 2009

LESSOR
SMS EQUIPMENT INC./EQUIPMENT SMS INC.

By: *[Signature]* Title: _____
By: *[Signature]* Title: _____

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

Name: *[Signature]*
By: *[Signature]* Title: *G. M. McIntosh*

Witness: *[Signature]*





RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")
of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 316 MacKay Crescent Fort McMurray Alberta T9H 4E4

and Wally Hewitt

for the purpose of Lighting

to be used at or near Fort McMurray Alberta

(the "Lessor's Premises")

(the "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summer's Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessor from the Lessee, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of default in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR. MAKE	LG-4M66BL	Light Tower TYPE	403460USR66BL NO.	\$12,700.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand Light Tower, Includes:					DUE DATE	AMOUNT *	
<ul style="list-style-type: none">- Standard specifications, block heater, inside lamp storage, low fuel shut down, trailer- Warranty is a 1 year or 2000 hours which ever occurs first- This is a 6 month RPO based on 200 hours per month, rate is \$1,100.00, over hours if returned is \$5.50 per hour- 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					Oct-30-09	\$1,100.00	
					Nov-30-09	\$1,100.00	
					Dec-30-09	\$1,100.00	
					Jan-30-10	\$1,100.00	
					Feb-28-10	\$1,100.00	
					Mar-30-10	\$1,100.00	
STOCK NO. D9218109					HOURS AT DELIVERY 2		
RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months.							
*all applicable taxes will be in addition							

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for parts, costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that: in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (26.2% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and Initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 29, 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 2% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer by interest in the Collateral, tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or title agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: October 30 2009 Cow Harbour office

upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURANCE/AGENT.** The Lessee declares that the Lessee's Insured/Agent providing the insurance covering the Collateral is in accordance with the terms of this Agreement will be:

On file

(Name)

(Address)

(Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:

☐ New☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LP				
LR				

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that: if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tires of the brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or is invoiced by the Lessor to the Lessee.

EXECUTED this 28th day of October, 2009.

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By: [Signature]

By: [Signature]

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

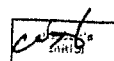
Name

By: [Signature]

Title

Witness

[Signature]





RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPMENT SMS INC. (the "Lessor")
of 310 Mackenzie Blvd Fort McMurray Alberta T9H 4C4 (the "Lessor's Premises")
AND Cow Harbour Construction Ltd. (the "Lessee")
of 315 Mackay Crescent Fort McMurray Alberta T9H 4E4 (Lessee's Address)
and Wally Hewitt (Lessee's phone Number) 780-715-8796 or 780-791-5477 (Lessee's Contact Person)
for the purpose of Leasing (Summary Use)
to be used at or near Fort McMurray Alberta (Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:
1. LEASE. The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading DETAILS OF COLLATERAL, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR MAKE	L20 MODEL	Light tower TYPE	405800UKS B56 NO.	\$21,960.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 L20 Ingersoll Rand Light Tower with generator, includes: - standard specifications, cold weather start package, low fuel level shut down, trailer - 1 year or 2000 hour warranty - 6 month RPO based on 200 hours per month, rental rate is \$2,100.00 per month. Over hours if returned will be charged at \$10.50 per hour. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					DUE DATE	AMOUNT*	
					Oct-22-09	\$2,100.00	
					Nov-22-09	\$2,100.00	
					Dec-22-09	\$2,100.00	
					Jan-22-10	\$2,100.00	
					Feb-22-10	\$2,100.00	
					Mar-22-10	\$2,100.00	
					STOCK NO. D9228141		
RENT: The lessee agrees to rent the Generator for a minimum period of 6 months at the rate of \$2,100.00 per month.					*all applicable taxes will be in addition		

2. RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$2,100.00 per month, payable monthly in advance, and agree to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$12,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate the Agreement, if the Lessee shall be in default hereunder.

3. OPTION TO PURCHASE. (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 21 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading DETAILS OF COLLATERAL was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 2% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the option date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer the interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or title agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title therein.

4. DELIVERY. Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at Customer pickup October 21 2009 upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessor's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. INSURER/AGENT. The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral is accordance with the terms of this Agreement will be:
of To be supplied once approved (Name)
(Address)
(Policy #)

6. UNDERCARRIAGE CLAUSE. Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Ply, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:
☐ New ☐ Per Attached Inspection Report

7. TIRE CLAUSE. The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:	Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF					
RR					
LF					
LR					

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tire of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. OVER HOURS. Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a new charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 20 day of October 20 09

LESSOR
SMS EQUIPMENT INC./EQUIPMENT SMS INC.
By [Signature] Title
By [Signature] Title
SHS107 03/09

By execution hereof, the signor for the Lessee hereby certifies that the signor has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signor is duly authorized to execute this Agreement on behalf of and bind the Lessee.
LESSOR
Name Cow Harbour Construction Ltd.
By W. Hewitt
Title General Manager Maintenance
Witness [Signature]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 McKenzie Blvd. Fort McMurray Alberta T9H 4C4

(The "Lessor's Premises")

AND Cow Harbour Construction Ltd.

(The "Lessee")

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

(Lessee's Address)

and Wally

(Lessee's Phone Number) 786-715-8796 or 780-791-5477

(Lessee's Contact Person)

for the purpose of Lighting

(Summarize Use)

to be used at or near Fort McMurray Alberta

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether demanded or alleged to be due to the Lessee from the Lessor, for or by reason of any part, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	I.R. MAKE	LG-4M4BL	Light Tower/TYPE	403450US248L NO.	\$12,750.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2006 Ingersoll Rand LG-4M4 Light Tower, Includes					DATE	AMOUNT*	
- Standard Specs, Inside Lamp Storage, Block Heater, Low Fuel Shut Down, Trailer - 1 year or 2000 hour Warranty - 6 month RPO based on 200 hours per month, rental rate is \$1,100.00. Over Hours if returned will be charged at \$3.50 per hour. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					Oct-19-09	\$1,100.00	
					Nov-19-09	\$1,100.00	
					Dec-19-09	\$1,100.00	
					Jan-19-10	\$1,100.00	
					Feb-19-10	\$1,100.00	
					Mar-19-10	\$1,100.00	
STOCK NO. 9218094			HOURS AT DELIVERY 6		*All applicable taxes will be in addition		

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the written option to purchase no less than fourteen (14) days prior to April 18, 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a lease, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus % per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title therein.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee (free on board at: Friday Oct-16-09 at Cow Harbour Office) upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessor's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:
(Name) _____
of To be supplied once approved (Address) _____
(Policy #) _____

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ Item ☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LP				
LR				

Upon return of the Collateral to the Lessor, a certificate tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire at set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tire of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 14th day of October, 2009LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.By [Signature]

Authorized Signatory

SMS107 03/09

By execution hereof, the signor for the Lessee hereby certifies that the signor has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signor is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

Name [Signature]By [Signature]Title General Manager MaintenanceWitness [Signature][Stamp]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")
or 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

or 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

and Wally

(Lessor's Phone Number) 780-715-8796 or 780-791-5477

for the purpose of Lighting

to be used at or near Fort McMurray Alberta

(The "Lessor's Premises")

(The "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summerize Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. LEASE. The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading DETAILS OF COLLATERAL, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any statement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any part, present or future claims under this Agreement or otherwise; nor shall from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity be the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.		I.R. MAKE	L6-4MDEL	Light TowerTYPE	403447USK48LNO.	\$12,350.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH						SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand L6-4MH Light Tower, includes:						DUE DATE	AMOUNT*	
- Standard Specs, Inside Lamp Storage, Block Heater, Low Fuel Shut Down, Trailer - 1 year or 2000 hour Warranty - 6 month RPO based on 200 hours per month, rental rate is \$1,100.00. Over Hours if returned will be charged at \$5.50 per hour. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.						Oct-19-09	\$1,100.00	
						Nov-19-09	\$1,100.00	
						Dec-19-09	\$1,100.00	
						Jan-19-10	\$1,100.00	
						Feb-19-10	\$1,100.00	
						Mar-19-10	\$1,100.00	
STOCK NO. 9218099				HOURS AT DELIVERY	6	*all applicable taxes will be in addition		
RENT: The Lessee agrees to rent the Collateral for a maximum period of 6 months.								

2. RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for parts, accessories or equipment, or repairs or service, or additional parts, accessories or equipment, or such other place(s) and items, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. OPTION TO PURCHASE. (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 18 2010 (the "option date"), and has paid any and all rent payments and additional charges for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for parts, accessories or equipment, or repairs or service, or additional parts, accessories or equipment, or such other place(s) and items, as the Lessor may in writing designate. The purchase price shall be calculated as if the value of the Collateral under the heading DETAILS OF COLLATERAL was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the prime rate plus _____ % per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal. First in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated each option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fee or other fee, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or title agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor warrants that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. DELIVERY. Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: Friday Oct-16-09 at Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. INSURER/AGENT. The Lessee desires that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:

of To be supplied once approved

(Name)

(Address)

(Policy #)

6. UNDERCARRIAGE CLAUSE. Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:

☐ Now

☐ Per Attached Inspection Report

7. TIRE CLAUSE. The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

RP

RR

LF

LR

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. OVER HOURS. Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 14th day of October, 2009

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By: [Signature]

Authorized Signatory

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

Name: [Signature]

By: [Signature]

Title: General Manager Maintenance

Witness: [Signature]

LESSEE



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 MacKenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

and Walby

(Lessor's Phone Number) 780-715-8796 or 780-791-5477

for the purpose of Lighting

to be used at or near Fort McMurray Alberta

(The "Lessor's Premises")

(The "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summarize Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading DETAILS OF COLLATERAL, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	I.R. MAKE	L6-4MUEL	Ught Tower TYPE	405448U558JBL NO.	\$12,750.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll rand L6-4MH Ught Tower, includes:					DUE DATE	AMOUNT*	
- Standard Specs, Inside lamp Storage, Block Heater, Low Fuel Shut Down, Trailer - 1 year or 2000 hour Warranty - 6 month RPO based on 200 hours per month, rental rate is \$1,100.00. Over Hours if returned will be charged at \$5.50 per hour. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					Oct-19-09	\$1,100.00	
					Nov-19-09	\$1,100.00	
					Dec-19-09	\$1,100.00	
					Jan-19-10	\$1,100.00	
					Feb-19-10	\$1,100.00	
					Mar-19-10	\$1,100.00	
STOCK NO. 9218095			HOURS AT DELIVERY 6		*all applicable taxes will be in addition		

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agree to pay for any and all additional charges (the "additional charges") or an "additional charge" as the contract shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repair or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid at invoice shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 18, 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of the Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading DETAILS OF COLLATERAL was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 1% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal. The interest in reduction of interest and such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties as to the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board on: Friday Oct-16-09 at Cow Harbour Office referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and having of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral is accordance with the terms of this Agreement will be:

of To be supplied once approved

(Name)

(Address)

(Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand Serial No. Size & Ply Rating Tread Depth Value

RF

RR

LF

LR

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tires of the brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 14th day of October 2009

LESSOR SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By

Signature Name

Signature Name

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

Name

By

Signature Name

Title

Witness

Date



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4 (the "Lessor's Premises")
AND Cow Harbour Construction Ltd. (the "Lessee")
of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4 (Lessee's Address)
and Wesby (Lessee's Phone Number) 780-715-8796 or 780-791-5477 (Lessee's Contact Person)
for the purpose of Lighting (Summary Use)
to be used at or near Fort McMurray Alberta (Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein provided. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claim under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	I.R. MAKE	LS-4MMBEL	Light TowerTYPE	405452U25R48L NO.	\$12,750.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand LS-4MM Light Tower, Includes:					DUE DATE	AMOUNT *	
- Standard Specs, Inside lamp Storage, Black Heater, Low Fuel Shut Down, Trailer					Oct-19-09	\$1,100.00	
- 1 year or 2000 hour Warranty					Nov-19-09	\$1,100.00	
- 6 month RPO based on 200 hours per month, rental rate is \$1,100.00. Over Hours if returned will be charged at \$5.50 per hour.					Dec-19-09	\$1,100.00	
- 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					Jan-19-10	\$1,100.00	
					Feb-19-10	\$1,100.00	
					Mar-19-10	\$1,100.00	
STOCK NO. 9218096				HOURS AT DELIVERY 6	*all applicable taxes will be in addition		

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agree to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.00% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 18 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 10 % per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or title agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: Friday Oct-16-09 at Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:
of To be supplied once approved (Name)
(Address)
(Policy #)

6. **UNDERCARRIAGE CLAUSES.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report

7. **TIRE CLAUSES.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LF				
LR				

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tires of the brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 14th day of October, 2009

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By [Signature] Oct 14/09
Authorized Signatory
By [Signature]
Authorized Signatory

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

Name [Signature]
By [Signature]
Title General Manager Maintenance

Witness [Signature]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

(the "Lessor's Premises")

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

(the "Lessee")

and Wally

(Lessee's Phone Number) 780-715-8796 or 780-791-5477

(Lessee's Address)

for the purpose of Lighting

(Lessee's Contact Person)

to be used at or near Fort McMurray Alberta

(Summary Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any statement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

DETAILS OF COLLATERAL							
QTY.	LR. MAKE	LG-MODEL	Light Tower/TYPE	403449USB4BL NO.	\$12,780.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH				SCHEDULE OF RENTAL PAYMENTS			
2008 Ingersoll Rand L6-4MH Light Tower, includes:				DUE DATE			
- Standard Specs, Inside Lamp Storage, Block Heater, Low Fuel Shut Down, Trailer - 1 year or 2000 hour Warranty - 6 month RPO based on 200 hours per month, rental rate is \$1,100.00. Over Hours if returned will be charged at \$5.50 per hour. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.				AMOUNT*			
				Oct-19-09			
				\$1,100.00			
				Nov-19-09			
				\$1,100.00			
				Dec-19-09			
\$1,100.00							
Jan-19-10							
\$1,100.00							
Feb-19-10							
\$1,100.00							
Mar-19-10							
\$1,100.00							
STOCK NO. 9218098				HOURS AT DELIVERY 6			
*all applicable taxes will be in addition							

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for parts, accessories or equipment, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to April 18 2010 (the "option date"), and has paid any and all rent payments and additional charges option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the prime rate plus 16 per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal. First in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The sale of the Collateral to the Lessee shall contain no representations or warranties in respect of the Collateral and in connection with any sale that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at Friday Oct-16-09 at Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and handling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessor's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURANCE/AGENT.** The Lessee declares that the Lessor's insurer/agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:

of To be supplied once approved

(Name)

(Address)

(Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Roll Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LF				
LR				

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor, (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED THIS 14th day of October, 2009

LESSOR

SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By [Signature]By [Signature]

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd.

Name

By W. H. H. H.Title General Manager MaintenanceWitness [Signature]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4 (the "Lessor's Premises")
 AND Cow Harbour Construction Ltd. (the "Lessee")
 of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4 (Lessee's Address)
 and Wally (Lessee's Phone Number) 780-715-8796 or 780-791-5477 (Lessee's Contact Person)
 for the purpose of Lighting (Summarize Use)
 to be used at or near Fort McMurray Alberta (Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or bel-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR. MAKE	L6-4MUBEL	Light TowerTYPE	405451US8048L NO.	\$12,750.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand L6-4MH Light Tower, includes:					DUE DATE	AMOUNT*	
- Standard Specs, inside lamp Storage, Block Heater, Low Fuel Shut Down, Trailer - 1 year or 2000 hour Warranty - 6 month RPO based on 200 hours per month, rental rate is \$1,100.00. Over Hours if returned will be charged at \$5.50 per hour. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance.					Oct-19-09	\$1,100.00	
					Nov-19-09	\$1,100.00	
					Dec-19-09	\$1,100.00	
					Jan-19-10	\$1,100.00	
					Feb-19-10	\$1,100.00	
					Mar-19-10	\$1,100.00	
STOCK NO. 9218097			HOURS AT DELIVERY 6		*all applicable taxes will be in addition		

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to ANALYSIS 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 4 per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, income taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board on Friday Oct-16-09 at Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:
 (Name) _____
 or To be supplied once approved (Address) _____
 (Policy #) _____

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Roll Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:
 Brand _____ Serial No. _____ Size & Ply Rating _____ Tread Depth _____ Value _____
 RP _____
 RR _____
 LF _____
 LR _____

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 14th day of October, 2009

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSOR
 SMS EQUIPMENT INC./EQUIPEMENT SMS INC.
 By [Signature] Date Oct 14/09
 By [Signature] Date _____
 SMS107 03/09

LESSEE Cow Harbour Construction Ltd.
 Name W. Hendt
 Title General Manager
 Witness [Signature]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 310 McKay Crescent Fort McMurray Alberta T9H 4E4

and Wally Hurrett

(Lessor's Phone Number) 780-715-8796

for the purpose of Lighting

to be used at or near Fort McMurray Alberta

(The "Lessor's Premises")

(The "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summarized Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation hereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any present or future claim under this Agreement or otherwise; nor shall the Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR. NAME	LG-MODEL	Light tower TYPE	396090UEB43L NO.	\$12,700.80	6 months	MIN. RENTAL PERIOD
COMPLETS WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand Light Tower, Includes: - standard specifications, Block heater, Inside lamp storage, bellypan, trailer - This is a 6 month RPO at 200 hours per month with a rate of \$1,100.00 per month. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance - Warranty is a 1 year or 2000 hours, which ever occurs first					DUE DATE	AMOUNT*	
					Nov-14-09	\$1,100.00	
					Dec-14-09	\$1,100.00	
					Jan-14-10	\$1,100.00	
					Feb-14-10	\$1,100.00	
					Mar-14-10	\$1,100.00	
					Apr-14-10	\$1,100.00	
STOCK NO. 9217991		HOURS AT DELIVERY 1		*all applicable taxes will be in addition			

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or "additional charges" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.8% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to May-13-2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 4% per annum, calculated and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representation or warranty on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: November 13 2009 - Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURANCE/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:

to be supplied once approved

(Name)

(Address)

(Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LF				
LR				

RF

RR

LF

LR

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tire of the brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 12th day of November, 2009.

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

BY: Title: _____

BY: _____ Title: _____

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE
Name: Cow Harbour Construction Ltd.

BY: Title: _____

Witness: Title: _____

Witnessed
Initials



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

at 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4 (the "Lessor's Premises")
AND Cow Harbour Construction Ltd. (the "Lessee")
at 316 Mackay Crescent Fort McMurray Alberta T9H 4E4 (Lessee's Address)
and Wally Harbitt (Lessee's Phone Number) 780-715-6796 (Lessee's Contact Person)
for the purpose of Lighting (Summative Use)
to be used at or near Fort McMurray Alberta (Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any statement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR MAKE	LG-4MM-EL	Light tower TYPE	405459U5048L NO.	\$12,700.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand Light Tower, includes: - standard specifications, Block heater, Inside lamp storage, battery, trailer - This is a 6 month RPO at 200 hours per month with a rate of \$1,100.00 per month. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance - Warranty is a 1 year or 2000 hours, which ever occurs first					DUE DATE	AMOUNT*	
					Nov-14-09	\$1,100.00	
					Dec-14-09	\$1,100.00	
					Jan-14-10	\$1,100.00	
					Feb-14-10	\$1,100.00	
					Mar-14-10	\$1,100.00	
					Apr-14-10	\$1,100.00	
STOCK NO. 9218110		HOURS AT DELIVERY 1		*all applicable taxes will be in addition			

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agree to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (26.8% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to May 13, 2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus % per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at November 13 2009 - Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be: _____ (Name)
or _____ to be supplied once approved _____ (Address)
_____ (Policy #)

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:
Brand _____ Serial No. _____ Size & Ply Rating _____ Tread Depth _____ Value _____
RF _____
RR _____
LF _____
LR _____

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section rotation, (ii) is not in recomparable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tires of this brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 12th day of November, 2009LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By: [Signature] Title: _____
By: _____ Title: _____
SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE
Name: Cow Harbour Construction Ltd.

By: [Signature] Title: _____
Witness: [Signature] _____



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

(the "Lessor's Premises")

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

(the "Lessee")

and Wally Harris

(Lessee's Phone Number) 780-715-8796

(Lessee's Address)

for the purpose of Lighting

(Lessee's Contact Person)

to be used at or near Fort McMurray Alberta

(Summarize Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. LEASE. The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading DETAILS OF COLLATERAL, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claim under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld in the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto thus agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	IR. MAKE	LG-4MMBL	Light tower TYPE	405464/USB4BL NO.	\$12,700.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand Light Tower, includes: - standard specifications, Block heater, inside lamp storage, bellypan, trailer - This is a 6 month RPO at 200 hours per month with a rate of \$1,100.00 per month. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance - Warranty is a 1 year or 2000 hours, which ever occurs first					DUE DATE	AMOUNT*	
					Nov-14-09	\$1,100.00	
					Dec-14-09	\$1,100.00	
					Jan-14-10	\$1,100.00	
					Feb-14-10	\$1,100.00	
					Mar-14-10	\$1,100.00	
					Apr-14-10	\$1,100.00	
STOCK NO. 9218111					HOURS AT DELIVERY 1		
*all applicable taxes will be in addition							

2. RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor or whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (26.8% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. OPTION TO PURCHASE. (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to May-13-2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading DETAILS OF COLLATERAL was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 1% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. DELIVERY. Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: November 13 2009 - Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. INSURER/AGENT. The Lessee declares that the Lessee's insurer/agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be: (Name) _____ of _____ to be supplied once approved (Address) _____ (Policy #) _____

6. UNDERCARRIAGE CLAUSE. Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report

7. TIRE CLAUSE. The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
-------	------------	-------------------	-------------	-------

RF _____

RR _____

LF _____

LR _____

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tire of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. OVER HOURS. Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 12th day of November 2009

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By _____

By _____

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSOR
Name Cow Harbour Construction Ltd.

By _____

Title _____

Witness _____



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 316 MacKay Crescent Fort McMurray Alberta T9H 4E4

and Wally Harris

(Lessor's Phone Number) 780-715-8796

for the purpose of Lighting

to be used at or near Fort McMurray Alberta

(the "Lessor's Premises")

(the "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summerize Use)

(Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	I.R. MAKE	LS-AMBEL	Light tower TYPE	396353UA687A NO.	\$13,750.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand Light Tower, includes: - standard specifications, Block heater, Inside lamp storage, bellypan, trailer - This is a 6 month RPO at 200 hours per month with a rate of \$1,100.00 per month. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance - Warranty is a 1 year or 2000 hours, which ever occurs first					DUE DATE	AMOUNT*	
					Nov-13-09	\$1,100.00	
					Dec-13-09	\$1,100.00	
					Jan-13-10	\$1,100.00	
					Feb-13-10	\$1,100.00	
					Mar-13-10	\$1,100.00	
					Apr-13-10	\$1,100.00	
STOCK NO. 9227927			HOURS AT DELIVERY 1		*all applicable taxes will be in addition		

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agree to pay for any and all additional charges (the "additional charges" or "additional charges" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to May 12, 2010, and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 1% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any said sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board on November 12 2009 - Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral is accordance with the terms of this Agreement will be:
(Name) _____
of _____ to be supplied once approved _____ (Address) _____
(Policy #) _____

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:
Brand _____ Serial No. _____ Size & Ply Rating _____ Tread Depth _____ Value _____
RF _____
RR _____
LF _____
LR _____

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. **OVER HOURS.** Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 12th day of November, 2009

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By _____

By _____

SHS107 03/09

LESSEE
Name Cow Harbour Construction Ltd

By _____

By _____

Title _____

Witness _____



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")

of 310 Mackenzie Blvd. Fort McMurray Alberta T9H 4C4 (the "Lessor's Premises")
 AND Cow Harbour Construction Ltd. (the "Lessee")
 of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4 (Lessee's Address)
 and Wally Harris (Lessee's Contact Person)
 for the purpose of Lighting (Summarize Use)
 to be used at or near Fort McMurray Alberta (Location of Use)

WITNESSETH: That the Lessor and Lessee have mutually agreed as follows:

1. **LEASE.** The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading **DETAILS OF COLLATERAL**, including all gear, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, whether due or alleged to be due to the Lessee from the Lessor, for or by reason of any past, present or future claims under this Agreement or otherwise; nor shall this Agreement terminate, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of the Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	I.R. MAKE	LB-4M0BEL	Light tower TYPR	396939UAS81A NO.	\$13,780.00	6 months	MIN. RENTAL PERIOD
COMPLETE WITH					SCHEDULE OF RENTAL PAYMENTS		
2008 Ingersoll Rand Light Tower, includes:					DUE DATE	AMOUNT*	
- standard specifications, Block heater, inside lamp storage, bellypan, trailer					Nov-13-09	\$1,100.00	
- This is a 6 month RPO at 200 hours per month with a rate of \$1,100.00 per month.					Dec-13-09	\$1,100.00	
- 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance					Jan-13-10	\$1,100.00	
					Feb-13-10	\$1,100.00	
					Mar-13-10	\$1,100.00	
					Apr-13-10	\$1,100.00	
- Warranty is a 1 year or 2000 hours, which ever occurs first							

2. **RENT.** The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" as the context shall so require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or services, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments payable by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (26.8% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. **OPTION TO PURCHASE.** (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to May-12-2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading **DETAILS OF COLLATERAL** was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus 2% per annum, calculated and compounded on each rent payment due date, with the received rent payments being applied as if they were blended payments of interest and principal, firstly to reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the aforesaid date for exercise of the option, after crediting the rental payments made to such date, will be the purchase price. On that date the Lessee, having exercised such option, shall pay the purchase price to the Lessor and the Lessor shall transfer its interest in the Collateral to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or sale agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. **DELIVERY.** Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee on or before at: November 12 2009 - Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessee's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessee's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. **INSURER/AGENT.** The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be: (Name) _____
 of to be supplied once approved (Address) _____
 (Policy #) _____

6. **UNDERCARRIAGE CLAUSE.** Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Idlers and Sprocket Segments. Any such additional charge shall be pro-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows: ☐ New ☐ Per Attached Inspection Report.

7. **TIRE CLAUSE.** The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LF				
LR				

Upon return of the Collateral to the Lessor, a centerline tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during this Agreement, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining tire wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

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EXECUTED this 12th day of November, 2009.

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By: [Signature] Title: _____
 By: [Signature] Title: _____

SMS107 03/09

LESSEE
Cow Harbour Construction Ltd

By: [Signature] Title: _____
 Witness: [Signature]



RENTAL PURCHASE AGREEMENT

THIS AGREEMENT MADE BETWEEN SMS EQUIPMENT INC./EQUIPEMENT SMS INC. (the "Lessor")
of 310 MacKenzie Blvd. Fort McMurray Alberta T9H 4C4

AND Cow Harbour Construction Ltd.

of 316 Mackay Crescent Fort McMurray Alberta T9H 4E4

and Wally Hantke

(Lessor's Phone Number) 780-715-8796

for the purpose of Lighting

to be used at or near Fort McMurray Alberta

(the "Lessor's Premises")

(the "Lessee")

(Lessee's Address)

(Lessee's Contact Person)

(Summarize Use)

(Location of Use)

WITNESSETH That the Lessor and Lessee have mutually agreed as follows:

1. LEASE. The Lessor hereby leases to the Lessee, pursuant to the terms and conditions of this Agreement, the equipment described below under the heading DETAILS OF COLLATERAL, including all parts, accessories and other equipment at any time delivered in relation thereto, whether attached to or forming part thereof (the "Collateral"), for use at such location, for such minimum or extended rental period and at such rates as herein stated. The Lessee shall not be entitled to any abatement, compensation, reduction of, or set-off against, any amounts payable to the Lessor hereunder, or the obligations of the Lessee be otherwise affected by reason of defect in, or damage to, or loss of possession of, or loss of use of, or destruction of, the Collateral from whatsoever cause, or any prohibition or restriction of the Lessee's use of the Collateral, or the interference with such use by any private person or entity, or for any other cause, any present or future law or equity to the contrary notwithstanding; it being the intention of the parties hereto that amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Any extension of the minimum rental period hereunder shall be subject to the consent of the Lessor, which may be withheld by the Lessor in its sole and absolute discretion, and shall be governed by the terms of this Agreement and any amendments hereto then agreed upon between the Lessor and the Lessee in writing.

DETAILS OF COLLATERAL

QTY.	LR MAKE	LR MODEL	Light tower TYPE	396089ULRG6SL NO.	\$12,700.00	6 months	MIN. RENTAL PERIOD														
COMPLETE WITH				SCHEDULE OF RENTAL PAYMENTS																	
2008 Ingersoll Rand Light Tower, includes: - standard specifications, block heater, inside lamp storage, battery, trailer - This is a 6 month RPO at 200 hours per month with a rate of \$1,100.00 per month. - 100% of paid rentals applied to purchase price less interest calculated at 2% above prime on the declining balance - Warranty is a 1 year or 2000 hours, whichever ever occurs first				<table border="1"><thead><tr><th>DUE DATE</th><th>AMOUNT</th></tr></thead><tbody><tr><td>Nov-14-09</td><td>\$1,100.00</td></tr><tr><td>Dec-14-09</td><td>\$1,100.00</td></tr><tr><td>Jan-14-10</td><td>\$1,100.00</td></tr><tr><td>Feb-14-10</td><td>\$1,100.00</td></tr><tr><td>Mar-14-10</td><td>\$1,100.00</td></tr><tr><td>Apr-14-10</td><td>\$1,100.00</td></tr></tbody></table>				DUE DATE	AMOUNT	Nov-14-09	\$1,100.00	Dec-14-09	\$1,100.00	Jan-14-10	\$1,100.00	Feb-14-10	\$1,100.00	Mar-14-10	\$1,100.00	Apr-14-10	\$1,100.00
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STOCK NO. 9217990				HOURS AT DELIVERY 1																	

*All applicable taxes will be in addition

2. RENT. The Lessee agrees to rent the Collateral for a minimum period of 6 months, at the rate of \$1,100.00 per month, payable monthly in advance, and agrees to pay for any and all additional charges (the "additional charges" or an "additional charge" as the context shall or may require), as and when specified and invoiced by the Lessor to the Lessee for costs of enforcement hereunder incurred, or repairs or service, or additional parts, accessories or equipment, provided by the Lessor of whatsoever nature, whether directly or through third parties. All payments hereunder by the Lessee to the Lessor shall be made at the Lessor's Premises as designated above, or such other place(s) and times, as the Lessor may in writing designate. Rent payments do not include payments for operating personnel. Rent is payable by the Lessee until the Collateral is returned to the Lessor, provided however that, in the event that the Collateral is returned before the expiration of the minimum rental period, the rent payments for the balance of the minimum rental period shall immediately become due and payable to the Lessor (that is to say, the sum of \$ 6,600.00). Overdue rent and any additional charges payable by the Lessee hereunder but unpaid as invoiced shall bear interest at the rate of 2% per month (24.0% per annum), but agreement by the Lessor to accept such interest shall not constitute a waiver of the Lessor's right to terminate this Agreement, if the Lessee shall be in default hereunder.

3. OPTION TO PURCHASE. (Delete and initial if not applicable) Provided that the Lessee delivers to the Lessor notice in writing of its intention to exercise the within option to purchase no less than fourteen (14) days prior to May-13-2010 (the "option date"), and has paid any and all rent payments and additional charges when due, and all other terms and conditions of this Agreement have been complied with to and including the option date, the Lessee shall have the option to purchase the Collateral on the option date by payment to the Lessor of the purchase price as hereinafter defined on that date. The purchase price shall be calculated as if the value of the Collateral under the heading DETAILS OF COLLATERAL was principal under a loan, with interest on the loan running from the date of delivery of the Collateral at the Prime Rate plus % per annum, calculated and compounded on each rent payment due date, with the required rent payments being applied as if they were biweekly payments of interest; and principal, firstly in reduction of interest and secondly in reduction of principal. The amount of principal and interest calculated as outstanding on the option date for exercise of the option, after crediting the rental payments made to the Lessee. The Lessee shall in addition pay any and all Provincial or Federal taxes (including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties or any similar tax), license or registration fees or other fees, costs or payments payable in respect of the Collateral and in connection with any sale and purchase. The bill of sale or other agreement from the Lessor to the Lessee shall contain no representations or warranties on the part of the Lessor, either express or implied, except that the Lessor shall warrant that it has done no act or created any security interest in the Collateral which would adversely affect the title thereto.

4. DELIVERY. Delivery of the Collateral shall be on a date specified by the Lessor to the Lessee free on board at: November 13 2009 - Cow Harbour Office upon which date delivery of the Collateral to, and unconditional acceptance thereof by, the Lessee, shall be deemed complete, and the rental period referred to herein shall commence. The Lessee shall, at the Lessor's sole risk and expense, do all other loading, unloading, installing, dismantling and hauling of the Collateral, which may be arranged by the Lessor on behalf of and as agent for the Lessee in a manner and upon terms and conditions according to the Lessor's written instructions to the Lessor, and to the extent that such instructions are not provided, in a manner and upon terms and conditions according to the Lessor's sole and absolute discretion, but still at the Lessee's sole risk and expense.

5. INSURANCE/AGENT. The Lessee declares that the Lessee's Insurer/Agent providing the insurance covering the Collateral in accordance with the terms of this Agreement will be:
to be supplied once approved

6. UNDERCARRIAGE CLAUSE. Upon return of the Collateral to the Lessor an undercarriage inspection and report thereof may be made by the Lessor to determine the amount of wear and tear on the Collateral during the rental period. An amount equal to the percentage of wear and tear on the Collateral during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid by the Lessee as an additional charge based upon the value of the following undercarriage component parts: Track Link Pin, Bushing, Rail Height Wear, Track Rollers, Front Rollers and Sprocket Segments. Any such additional charge shall be pre-rated at the Lessor's current replacement prices based upon the current condition of the Collateral as follows:
☐ New
☐ Per Attached Inspection Report

7. TIRE CLAUSE. The agreed upon value and tread depth of each tire on the Collateral at the time of delivery thereof to the Lessee is as follows:

Brand	Serial No.	Size & Ply Rating	Tread Depth	Value
RF				
RR				
LF				
LR				

Upon return of the Collateral to the Lessor, a centavine tread depth measurement shall be taken by the Lessor for each tire to determine the amount of wear thereon. An amount equal to the percentage of wear during the rental period, as determined by the Lessor in its sole and absolute discretion, shall be paid as an additional charge payable to the Lessor by the Lessee based upon the value of each tire as stated above; provided, however, that, if any tire (i) has had section repairs, (ii) is not in recappable condition, or (iii) is not suitable for continued use because of cuts and/or abrasions, the Lessee agrees to pay as an additional charge to the Lessor the value of such tire as set forth above. In determining the wear on the foregoing basis, the Lessee shall receive credit for any new tires of like brand, tread design, size and ply rating installed by the Lessee on the Collateral.

8. OVER HOURS. Unless otherwise agreed to in writing by the Lessor: (a) the monthly rental rate referred to in paragraph 2 is based upon operation of the Collateral for not more than 200 hours per month; and (b) where operation exceeds 200 hours in any month, a rent charge for each hour in excess of 200 hours will be made at the rate of 1/200th of the monthly rental rate for each excess hour. Any amount payable for excess hours during a particular period is payable with the next rent payment due from the Lessee to the Lessor or as invoiced by the Lessor to the Lessee.

EXECUTED this 12th day of November 2009.

LESSOR
SMS EQUIPMENT INC./EQUIPEMENT SMS INC.

By:

By:

SMS107 03/09

By execution hereof, the signer for the Lessee hereby certifies that the signer has read this Agreement and has agreed to all of the terms and conditions set out on this page and on the reverse side hereof, and that the signer is duly authorized to execute this Agreement on behalf of and bind the Lessee.

LESSEE Cow Harbour Construction Ltd

Name:

Title:

Witness:

APPENDIX "O"

**LEASES #233 AND #242 WITH
HEAVY HETAL EQUIPMENT & RENTALS AND
DUTCHMEN EQUIPMENT & RENTALS INC.**

Heavy Metal Equipment and Rentals

Equipment Rental Agreement

Made the 10th day of the 12th Month 2009

Heavy Metal Equipment & Rentals

4613 – 41st Street

Camrose, AB

T4V 2Y8

Phone: (780) 991-9997* Fax: (780) 672-8599

Email: jessev@dutchmen.ca

AND

Cow Harbour Construction Ltd

316 Mackay Crescent

Fort McMurray, Alberta

T9H 4E4

Canada

(780) 791-5477(phone)

(780) 743-3073 (fax)

IN CONSIDERATION of the rents, covenants and agreements hereinafter to be paid observed and performed by Lessee, HME hereby rents to Lessee, subject to the terms and conditions contained herein the following EQUIPMENT:

EQUIPMENT: Rental of 2008, Caterpillar 637G

S/N- DFJ00450 (to be confirmed)

Hrs Out – 687 approx

C/W- enclosed cab, heat, stereo

Rental of 2008, Caterpillar 637G

S/N- DFJ00458 (to be confirmed)

Hrs Out – 790 approx

C/W- enclosed cab, heat, stereo

RENTAL PERIOD:

Six month rental (GRP) - at a rate of \$24,500.00 per unit, Monthly Rental to be paid at beginning of each Month.

With guarantee to purchase at end of term (see special conditions)

GUARANTEED RENTAL: 6 Month

ADDITIONAL RENTAL: None

Heavy Metal Equipment and Rentals

Equipment Rental Agreement

(FOR ADDITIONAL TERMS AND CONDITIONS, See all 4 Pages)

GENERAL CONDITIONS

1) RENTAL PERIOD:

The Rental Period shall commence on the date of this Agreement unless otherwise stated in this Agreement. The Rental Period shall end on and include the date the actual return of the equipment to Heavy Metal Equipment (from here on in referred to as HME in this agreement), its nominee or agent, at such location as HME may direct, provided always that such return to HME shall not be operate to reduce the Guaranteed Rental. This agreement shall be automatically extended from the expiration date of the Rental Period, unless the equipment shall have been returned to HME or HME has given the lessee notice of termination, or HME has terminated pursuant to paragraph 12 hereof.

Failing return of the equipment, the Rental Period shall be automatically extended as follows:

---Where the Rental Period was daily or hourly, extension shall be from day;

---Where the Rental Period was by weeks, extension shall be for one week and thereafter week by week;

---Where the Rental Period was by months, extension shall be for one month and thereafter month by month.

All terms, covenants and conditions herein, including the Rental rates and all other charges, shall be applicable during any extended term or renewal except that HME reserves the right to increase the Rental rate.

In the event the equipment is damaged or destroyed while it is still in the legal possession of the Lessee under the provisions of this lease, the Rental Period shall continue and shall be payable until the equipment has been repaired (or replaced at HME'S option) and has been delivered to HME its nominee or agent, provided always that such return to HME shall not operate to reduce the Guaranteed Rental.

2) CALCULATION OF RENTAL CHARGES:

All Rental Periods shall include Sundays and holidays.

(a) MONTHLY RENTAL RATES are for a minimum period of one month, computed from the date commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed 200 (two hundred) hours.

(b) WEEKLY RENTAL RATES are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours.

(c) DAILY RENTAL RATES are for a consecutive period of twenty four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours.

(d) OVERTIME CHARGES. Where equipment is operated in excess of the above stated hourly maximum, such excess shall be charged at 1/200th of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any one week period; 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day.

(e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate of the applicable rental rate according to the number of calendar days in such fraction.

(f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the customer returns the equipment to the supplier before the expiration of the Guaranteed Rental Period.

3) PAYMENT:

All rental is payable on a monthly or weekly basis, as the case may be and the rental for the first of any such period is due and payable before delivery of equipment to lessee. All rentals thereafter are due and payable IN ADVANCE of each ensuing period of the rental HME reserves the rights, at all times, to adjust billing dates to the first of each month notwithstanding the commencement date or period of the rental and in such cases, lessee agrees to pay, IN ADVANCE, any billing adjustments invoiced to Lessee in order to establish a regular date at the first of each month throughout the Rental Period or any extensions. All rental payments are to be made to the head office of HME and overdue payments shall bear interest, both before and after judgement, at the Bank of NOVA SCOTIA Main Branch, Edmonton, Alberta Prime Rate of interest from time to time plus 6% per annum, but the acceptance of this interest shall not waive HME'S right hereinafter stipulated to terminate this Agreement.

4) LOADING, UNLOADING AND TRANSPORTATION:

Lessee shall at its own expense pay all loading, unloading, installing, dismantling and hauling and shall pay any demurrage accruing at its shipping and receiving point. Lessee shall pay all transportation charges to HME's shipping point to the Lessee's receiving point to point of origin or as HME directs.

5) RECALLING AND RETURNING:

HME may recall any and all of the equipment upon giving notice to Lessee and, subject to the provision of General Conditions #2 as to Lessee's obligation to pay the amount of the Guaranteed Rental, or the rental of any extension, Lessee may, upon first giving notice to HME, return any and all of the equipment to HME at any time. HME reserves the right to remove the equipment from any job at any time when, in HME's opinion the equipment is in any danger because of improper care or operation, strikes, or any other condition, real or apprehended whatsoever.

6) RESTRICTION AS TO USE:

Lessee agrees to use the equipment only as instructed and within its rated capacity. Lessee agrees that the equipment shall not be operated:

- a) By any person under the age of 18 years;
- b) By any person not in possession of the permit or license required by any applicable ordinance;
- c) In any race or speed test or contest;
- d) To propel or tow any vehicle unless designed for this purpose;
- e) By any person under the influence of intoxicants or narcotics;
- f) For any illegal purpose;
- g) Recklessly as to speed or otherwise;
- h) Outside the stated area of use, without prior written consent of HME;
- i) At any time when the prescribed insurance is not in full force and effect;
- j) Contrary to the manufacturer's or HME's instructions governing its use.

7) MAINTENANCE, OPERATION AND REPAIRS:

H.M.E. will be responsible for any and all repairs including parts for the rental period .H.M.E. will supply a certified heavy duty heavy duty mechanic to perform the repairs as required

8) RETURN OF EQUIPMENT AND INDEMNITY FOR DAMAGE:

Lessee agrees to return the equipment to HME in good repair and operating condition. Lessee indemnifies HME against all loss damage or abuse to the equipment and the appraisal of such loss, damage or abuse shall be based upon the insurance value of the equipment, Lessee agrees that HME may effect all necessary repairs or replacements and that the cost thereof shall constitute rental due and owing by Lessee to HME, such rental to bear interest from the date of completion of repair or replacement at the same rate as set forth in paragraph

Heavy Metal Equipment and Rentals

Equipment Rental Agreement

3 hereof. Where applicable, Lessee acknowledges that all wear surfaces of the equipment are to be standard agrees to return them in the same condition or indemnify HME for the wear, loss or damage thereto. (see also 'Special Conditions' for specific wear clauses.)

9) LIABILITY OF LESSEE:

All liabilities for injury, disability or death of workmen and other persons caused by the operation, handling or transportation of the equipment shall be that of the Lessee, and it does hereby indemnify and save harmless HME against all such liabilities. Lessee also indemnifies and saves harmless HME against all loss, expenses, damages, penalties, condemnations or cost which may arise out of any action for damage to property or person or persons occasioned by the operation, handling or transportation of the equipment by Lessee, its servants or agents.

10) INSPECTION:

Before the equipment is loaded for transit to Lessee, Lessee may make an inspection thereof. Any shortage or damage claimed by Lessee must be made known in writing to HME at that time, otherwise any claim arising therefrom shall be invalid and unenforceable if Lessee fails to make such inspection and accepts delivery of equipment, it shall be presumed for all purpose hereof to be in good condition and running order when delivered to the carrier. Lessee's right of inspection shall be in lieu of any warranties or guarantee it is agreed that HME makes no warranty or guarantee whatsoever as to the equipment or its performance. HME shall have the right to inspect the equipment at Lessee's shipping point prior to the reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

11) TITLE:

TITLE TO THE EQUIPMENT IS AND SHALL AT ALL TIMES BE AND REMAIN VESTED IN HME AND NOTHING SHALL BE DEEMED TO HAVE THE EFFECT OF CONFERRING UPON LESSEE ANY RIGHT, TITLE OR INTEREST WHATSOEVER IN OR TO THE EQUIPMENT, OTHER THAN OF BARE LESSEE. Lessee shall give HME immediate notice in case any equipment is levied upon from any cause liable to seizure. Lessee agrees to notify in writing the landlord of premises where any article of equipment may be kept to the effect that such equipment is the property of HME and further agrees not to allow the equipment or its accessories to be pledged or encumbered by mortgage or otherwise.

12) DEFAULT:

If Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for Lessee or Lessee shall make any assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with any article of equipment leased hereunder, or do any act or thing tending to impair the title of HME, or should Lessee in the opinion of HME overload the equipment or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by this agreement, or violate any other provision hereof, HME may at its option and without notice to Lessee:

- a) Terminate this Agreement, where upon Lessee's rights under this agreement shall cease and directly or by its agents, HME may enter upon any lands or premises of Lessee or other lands or premises where the equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof, and hold and possess, or remove, the same free from any right of Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of Lessee, and Lessee waives all claims of any kind for any loss or expense whatsoever caused by such repossession; but HME shall, nevertheless, have the right to recover from Lessee any and all amounts, including rents, interest and cost, which under the terms of this lease may be due and unpaid, together with any damages in addition thereto which Dutchmen may have sustained by reason of the breach of any covenant or covenants of this lease, together with such expenses as shall have been incurred in the seizure and transporting of the items or equipment or in the enforcement of any of HME's rights and privileges hereunder, or,
- b) Proceed by appropriate court action to enforce performance by Lessee of the applicable covenants and terms of this lease or to recover damages for the breach of such covenants and terms hereof, or,
- c) Proceed by any combination of one or more of the above actions;
- d) Lessee agrees that HME shall be entitled to recover from Lessee all party and party solicitor / client costs and all other costs, charges and expenses as HME shall incur in the enforcement of any HME's rights or privileges under this agreement. In the event HME's termination hereunder or of any legal proceedings by HME to recover damages for any default by Lessee hereunder, Lessee agrees to pay HME, at HME's option to back rentals due and owing, and in addition to the cost of meeting any liability of making good any material damage as provided by any other clause of this agreement, an amount equal to 50% of the aggregate rental charges for the unexpired portion of the term of the agreement, not as a penalty, but as and for liquidated damages.

13) INSURANCE:

H.M.E. shall supply any and all insurances on the said equipment for the rental period. Cow Harbour will have liability insurance as required by our client

14) POSSESSION:

Each article of equipment hereby rented shall be used solely in the conduct of Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than Lessee or its employees.

15) TAXES:

Lessee shall be liable for and will reimburse HME for amounts equal to any taxes, fees, assessments or licenses levied or based upon the equipment or the use or operation thereof during the currency of this rental agreement.

16) NOTICE:

Wherever the given of a notice is required by lease, such notice shall be given in writing and shall be considered for all purpose hereof to have been received on the next judicial day after that on which the notice is mailed by registered post with mailing charges prepaid.

17) SUBLETTING:

None of this equipment shall be sublet by Lessee, nor shall it assign or transfer any interest in this lease without the previous written consent of HME which consent may be withheld at HME'S option. Lessee acknowledges that HME may assign its interest in this agreement at any time without notice to Lessee.

18) NON-WAIVER:

TIME IS THE ESSENCE. HME's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish HME's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

19) ENTIRE CONTRACT AND INTERPRETATION:

Lessee acknowledges that this agreement constitutes the entire contract in that there are no representations, warranties or conditions expressed or implied, statutory or otherwise than as are contained herein. No representation or condition verbally made shall be considered or implied to alter any condition in this agreement. This agreement shall be interpreted in accordance with the laws of the province of Alberta.

20) SPECIAL CONDITIONS:

The Special Conditions following (see 23) hereof form part of this Rental Agreement and in the event of a conflict between the provisions of the Special Conditions and those in General Conditions, the Special Conditions shall prevail.

Heavy Metal Equipment and Rentals

Equipment Rental Agreement

21) INSURANCE VALUE OF EQUIPMENT: \$830,000 per unit

22) SERVICE METER: as stated above

November 30, 2009

23) SPECIAL CONDITIONS:

The following Special Conditions form part of the Rental Agreement and in the event of a conflict between these provisions and any General Conditions These Special Conditions shall prevail.

Add in Special Conditions: Guarantee on Rental Purchase at end of six month term per unit, purchase price per unit will be \$830,000 with 0 percent interest on balance and 93% of rent to apply to purchase of units at end of rental term.

SCHEDULE ONE

The Lessee further covenants with the Lessor as follows. To pay and discharge all taxes, rates, duties and assessments that may be levied, rated, charged or assessed against the equipment or any part thereof and every other tax, charge, rate assessment or payment which may become a charge or encumbrance upon or levied or collected upon or in respect of the equipment or any part thereof as they become due, whether charged by any municipal, parliamentary or other body during the term, excepting only from the foregoing taxes on the income or capital of the Lessor. In addition to the other amounts payable hereunder, the lessee shall pay any multi-stage sales, use consumption, value added or other similar taxes imposed by the Government of Canada or by any other provincial or local government upon the Lessor or the Lessee on or in respect of this Lease for the goods and services provided by the Lessor hereunder including without limitation the rent payable hereunder. Amounts payable by the Lessee under this schedule from time to time shall be paid when the rent under this lease is payable, but itself shall not be considered to be rent although all remedies for non-payment thereof shall be available to the Lessor as if it were rents.

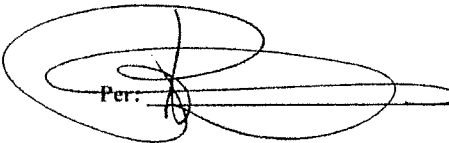
SCHEDULE TWO: As attached

UPON RETURN FUEL TANK MUST BE FULL OR WE WILL FILL AND CHARGE TO LESSEE.

HME and Lessee, have read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day and year first above written. The above agreement includes four pages

Cow Harbour Construction Ltd.

Per: 

Heavy Metal Equipment & Rentals Inc.

4613 - 41st Street, Camrose, AB, T4V 2Y8
Phone: (780) 991-9997 • Fax: (780) 672-8599

Per: 

Witness: _____

If you are faxing this contract to us, please initial all four pages in the initial box and fax all four pages to Heavy Metal Equipment and Rentals Fax # (780) 672-8599 Camrose Thanks.

Special Note: Proof of Insurance for forest fire coverage is also required prior to rental if the unit listed above will be used for forest fire fighting. Please fax proof of insurance for forest fire fighting along with regular required proof of insurance.

Dutchmen Equipment & Rentals Inc. (DERI)

Equipment Rental Agreement

Made the 3rd day of December, 2009

Dutchmen Equipment & Rentals Inc. (DERI)

4813 - 41st Street
Camrose, Alberta
T4V 2Y8

Phone: (780) 672-7948 * Fax: (780) 672-8599

Email: dutchmenequipment@telus.net

AND

Cow Harbour Construction Ltd.

316 Mackay Crescent
Fort McMurray, AB
T9H 4E4
Canada

780-743-3073 (fax)
780-791-5477 (phone)

IN CONSIDERATION of the rents, covenants and agreements hereinafter to be paid, observed, and performed by Lessee, Dutchmen Equipment & Rentals Inc. hereby rents to Lessee, subject to the terms and conditions contained herein the following

EQUIPMENT:

(1) 2006 Caterpillar D8T Crawler Tractor

Unit: CR241

Serial: KPZ00861

Hrs Out: 5414

C/W -Sweeps, Screens, Ripper, Enclosed Cab, Heat, A/C, S/U Blade, & a Full Tank of Fuel

RENTAL PERIOD:

Rate - \$ 20,000.00 per month

GUARANTEED RENTAL: **As Above**

ADDITIONAL RENTAL: **None**

(FOR ADDITIONAL TERMS AND CONDITIONS, See all 4 Pages)

Dutchmen Equipment & Rentals Inc. (DERI)

Equipment Rental Agreement

GENERAL CONDITIONS

1) RENTAL PERIOD:

The Rental Period shall commence on the date of this Agreement unless otherwise stated in this Agreement. The Rental Period shall end on and include the date the actual return of the equipment to DERI, its nominee or agent, at such location as DERI may direct, provided always that such return to DERI shall not be operate to reduce the Guaranteed Rental. This agreement shall be automatically extended from the expiration date of the Rental Period, unless the equipment shall have been returned to DERI or DERI has given the lessee notice of termination, or DERI has terminated pursuant to paragraph 12 hereof.

Failing return of the equipment, the Rental Period shall be automatically extended as follows:

—Where the Rental Period was daily or hourly, extension shall be from day;

—Where the Rental Period was by weeks, extension shall be for one week and thereafter week by week;

—Where the Rental Period was by months, extension shall be for one month and thereafter month by month.

All terms, covenants and conditions herein, including the Rental rates and all other charges, shall be applicable during any extended term or renewal except that DERI reserves the right to increase the Rental rate.

In the event the equipment is damaged or destroyed while it is still in the legal possession of the Lessee under the provisions of this lease, the Rental Period shall continue and shall be payable while the equipment has been repaired (or replaced at DERI's option) and has been delivered to DERI its nominee or agent, provided always that such return to DERI shall not operate to reduce the Guaranteed Rental.

2) CALCULATION OF RENTAL CHARGES:

All Rental Periods shall include Sundays and holidays.

(a) MONTHLY RENTAL RATES are for a minimum period of one month, computed from the date commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed 200 (two hundred) hours.

(b) WEEKLY RENTAL RATES are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours.

(c) DAILY RENTAL RATES are for a consecutive period of twenty-four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours.

(d) OVERTIME CHARGES. Where equipment is operated in excess of the above stated hourly maximum, such excess shall be charged at 1/200th of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any one week period; 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day.

(e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate of the applicable rental rate according to the number of calendar days in such fraction.

(f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the customer returns the equipment to the supplier before the expiration of the Guaranteed Rental Period.

3) PAYMENT:

All rental is payable on a monthly or weekly basis, as the case may be and the rental for the first of any such period is due and payable before delivery of equipment to lessee. All rentals thereafter are due and payable IN ADVANCE of each ensuing period of the rental. DERI reserves the right, at all times, to adjust billing dates to the first of each month notwithstanding the commencement date or period of the rental and in such cases, lessee agrees to pay, IN ADVANCE, any billing adjustments invoiced to Lessee in order to establish a regular date at the first of each month throughout the Rental Period or any extensions. All rental payments are to be made to the head office of DERI and overdue payments shall bear interest, both before and after judgement, at the Bank of Royal Bank of Canada Main Branch, Edmonton, Alberta Prime Rate of interest from time to time plus 6% per annum, but the acceptance of this interest shall not waive DERI's right hereinafter stipulated to terminate this Agreement.

4) LOADING, UNLOADING AND TRANSPORTATION:

Lessee shall at its own expense pay all loading, unloading, installing, dismantling and hauling and shall pay any demurrage accruing at its shipping and receiving point. Lessee shall pay all transportation charges to DERI's shipping point to the Lessee's receiving point to point of origin or as DERI directs.

5) RECALLING AND RETURNING:

DERI may recall any and all of the equipment upon giving notice to Lessee and, subject to the provision of General Conditions #2 as to Lessee's obligation to pay the amount of the Guaranteed Rental, or the rental of any extension, Lessee may, upon first giving notice to DERI, return any and all of the equipment to DERI at any time. DERI reserves the right to remove the equipment from any job at any time when, in DERI's opinion the equipment is in any danger because of improper care or operation, strikes, or any other condition, real or apprehended whatsoever.

6) RESTRICTION AS TO USE:

Lessee agrees to use the equipment only as instructed and within its rated capacity. Lessee agrees that the equipment shall not be operated:

- By any person under the age of 18 years;
- By any person not in possession of the permit or license required by any applicable ordinance;
- In any race or speed test or contest;
- To propel or tow any vehicle unless designed for this purpose;
- By any person under the influence of intoxicants or narcotics;
- For any illegal purpose;
- Recklessly as to speed or otherwise;
- Outside the stated area of use, without prior written consent of DERI;
- At any time when the prescribed insurance is not in full force and effect;
- Contrary to the manufacturer's or DERI's instructions governing its use.

7) MAINTENANCE, OPERATION AND REPAIRS:

LESSEE AGREES THAT ALL PARTS AND SUPPLIES REQUIRED BY LESSEE TO SERVICE AND MAINTAIN THE EQUIPMENT WILL BE PURCHASED FROM Dutchmen Equipment & Rentals Inc. Lessee shall provide and pay for, at its own expense, all fuel, oil, lubrication, electrical power, servicing and maintenance for the equipment, including repairs, parts, supplies, labour and tools as may be required. DERI shall not be obliged to make any repairs or replacements of parts, attachments, accessories, equipment or otherwise. BUT IF DERI DOES AGREE TO AFFECT ANY SUCH REPAIRS OR REPLACEMENTS LESSEE AGREES TO PAY ALL DERI'S CHARGES, INCLUDING, INTER ALIA, ALL OVERTIME AND TRAVEL CHARGES. Lessee shall at its own expense, at all times during the term hereof, maintain the equipment in good operating order, repair and appearance and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, nor, without the prior approval of DERI, affix or install any accessory,

Dutchmen Equipment & Rentals Inc. (DERI)

Equipment Rental Agreement

attachment or other device to any article of equipment leased hereunder, and all repairs, replacements, parts, supplies, accessories, attachments, and devices furnished or added to such equipment shall thereupon, unless otherwise agreed in writing, become the property of DERI. It is understood and agreed that Lessee shall cause the equipment to be operated only by competent employees and shall pay all expenses of operation and SHALL, IN AFFECTING MAINTENANCE AND REPAIRS, HAVE SUCH WORK PERFORMED ONLY BY DERI OR QUALIFIED PERSON WHO ARE APPROVED BY DERI IN ADVANCE. Maintenance of the equipment shall include, without limiting the generality of the foregoing, all routine lubrication, oil changes and adjustments which are to be performed in accordance with the recommendations of the manufacturer and DERI.

8) RETURN OF EQUIPMENT AND INDEMNITY FOR DAMAGE:

Lessee agrees to return the equipment to DERI in good repair and operating condition. Lessee indemnifies DERI against all loss, damage or abuse to the equipment and the appraisal of such loss, damage or abuse shall be based upon the insurance value of the equipment. Lessee agrees that DERI may effect all necessary repairs or replacements and that the cost thereof shall constitute rental due and owing by Lessee to DERI, such rental to bear interest from the date of completion of repair or replacement at the same rate as set forth in paragraph 3 hereof. Where applicable, Lessee acknowledges that all wear surfaces of the equipment are to be standard agrees to return them in the same condition or indemnify DERI for the wear, loss or damage thereto. (See also 'Special Conditions' for specific wear clauses.)

9) LIABILITY OF LESSEE:

All liabilities for injury, disability or death of workmen and other persons caused by the operation, handling or transportation of the equipment shall be that of the Lessee, and it does hereby indemnify and save harmless DERI against all such liabilities. Lessee also indemnifies and saves harmless DERI against all loss, expenses, damages, penalties, condemnations or cost which may arise out of any action for damage to property or person or persons occasioned by the operation, handling or transportation of the equipment by Lessee, its servants or agents.

10) INSPECTION:

Before the equipment is loaded for transit to Lessee, Lessee may make an inspection thereof. Any shortage or damage claimed by Lessee must be made known in writing to DERI at that time, otherwise any claim arising therefrom shall be invalid and unenforceable. If Lessee fails to make such inspection and accepts delivery of equipment, it shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. Lessee's right of inspection shall be in lieu of any warranties or guarantee. It is agreed that DERI makes no warranty or guarantee whatsoever as to the equipment or its performance. DERI shall have the right to inspect the equipment at Lessee's shipping point prior to the reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

11) TITLE:

TITLE TO THE EQUIPMENT IS AND SHALL AT ALL TIMES BE AND REMAIN VESTED IN DERI AND NOTHING SHALL BE DEEMED TO HAVE THE EFFECT OF CONFERRING UPON LESSEE ANY RIGHT, TITLE OR INTEREST WHATSOEVER IN OR TO THE EQUIPMENT, OTHER THAN OF BARE LESSEE. Lessee shall give DERI immediate notice in case any equipment is levied upon from any cause liable to seizure. Lessee agrees to notify in writing the landlord of premises where any article of equipment may be kept to the effect that such equipment is the property of DERI and further agrees not to allow the equipment or its accessories to be pledged or encumbered by mortgage or otherwise.

12) DEFAULT:

If Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for Lessee or Lessee shall make any assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with any article of equipment leased hereunder, or do any act or thing tending to impair the title of DERI, or should Lessee in the opinion of DERI overload the equipment or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by this agreement, or violate any other provision hereof, DERI may at its option and without notice to Lessee:

a) Terminate this Agreement, whereupon Lessee's rights under this agreement shall cease and directly or by its agents, DERI may enter upon any lands or premises of Lessee or other lands or premises where the equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof, and hold and possess, or remove, the same free from any right of Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of Lessee, and Lessee waives all claims of any kind for any loss or expense whatsoever caused by such repossession; but DERI shall, nevertheless, have the right to recover from Lessee any and all amounts, including rents, interest and cost, which under the terms of this lease may be due and unpaid, together with any damages in addition thereto which DERI may have sustained by reason of the breach of any covenant or covenants of this lease, together with such expenses as shall have been incurred in the seizure and transporting of the items or equipment or in the enforcement of any of DERI's rights and privileges hereunder, or,

b) Proceed by appropriate court action to enforce performance by Lessee of the applicable covenants and terms of this lease or to recover damages for the breach of such covenants and terms hereof, or,

c) Proceed by any combination of one or more of the above actions;

d) Lessee agrees that DERI shall be entitled to recover from Lessee all party and party solicitor / client costs and all other costs, charges and expenses as DERI shall incur in the enforcement of any DERI's rights or privileges under this agreement. In the event DERI's termination hereunder or of any legal proceedings by DERI to recover damages for any default by Lessee hereunder, Lessee agrees to pay DERI, at DERI's option to back rentals due and owing, and in addition to the cost of meeting any liability of making good any material damage as provided by any other clause of this agreement, an amount equal to 50% of the aggregate rental charges for the unexpired portion of the term of the agreement, not as a penalty, but as and for liquidated damages.

13) INSURANCE:

Said equipment shall be at the risk of Lessee who shall be responsible for its return to DERI and for the loss thereof or any damages thereto by any cause whatsoever, unless advised to the company in writing, the lessee shall maintain at lessee's own expense, fire and liability and any other insurance required to indemnify the lessor against any loss to or of the equipment to the extent of the value of the equipment as stated in the details of equipment. The insurance shall be kept in effect from the time the equipment is shipped by the lessor until it is returned to the lessor or delivered to another lessee of the lessor, IN ADDITION, LESSEE AT ITS OWN EXPENSE, SHALL PLACE ADEQUATE COMPREHENSIVE PUBLIC LIABILITY INSURANCE AND INSURANCE FOR MECHANICAL BREAKDOWN ARISING FROM NEGLIGENT OPERATION, ALL SUCH INSURANCE TO PROTECT BOTH DERI AND LESSEE. Lessee for itself, its successors and assigns hereby indemnifies and saves harmless DERI and its successors and assigns of and from any and all taxes and other public charges and all claims or liability to persons or property caused or resulting in any manner by reason of the use, operation, or maintenance of the said equipment hereinbefore described. Lessee is at liberty, at all times, to place such additional insurance as Lessee considers necessary. (See also 'Special Conditions') In the event the said equipment is lost or damaged, Lessee covenants and agrees to pay any and all deductibles. Lessee further indemnifies and saves harmless DERI for any and all loss or damages to equipment arising out of Lessee's operation or negligence in the event that said loss or damage is found, for any reason, not to be covered by any insurance placed by DERI. In such event, DERI shall be paid the amount of such loss or damage by Lessee without first exhausting its remedies, if any, against any insurer or third party.

Dutchmen Equipment & Rentals Inc. (DERI)

Equipment Rental Agreement

14) POSSESSION:

Each article of equipment hereby rented shall be used solely in the conduct of Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than Lessee or its employees.

15) TAXES:

Lessee shall be liable for and will reimburse DERI for amounts equal to any taxes, fees, assessments or licences levied or based upon the equipment or the use or operation thereof during the currency of this rental agreement.

16) NOTICE:

Wherever the giving of a notice is required by lease, such notice shall be given in writing and shall be considered for all purpose hereof to have been received on the next judicial day after that on which the notice is mailed by registered post with mailing charges prepaid.

17) SUBLETTING:

None of this equipment shall be sublet by Lessee, nor shall it assign or transfer any interest in this lease without the previous written consent of DERI which consent may be withheld at DERI's option. Lessee acknowledges that DERI may assign its interest in this agreement at any time without notice to Lessee.

18) NON-WAIVER:

TIME IS THE ESSENCE. DERI's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish DERI's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

19) ENTIRE CONTRACT AND INTERPRETATION:

Lessee acknowledges that this agreement constitutes the entire contract in that there are no representations, warranties or conditions expressed or implied, statutory or otherwise than as are contained herein. No representation or condition verbally made shall be considered or implied to alter any condition in this agreement. This agreement shall be interpreted in accordance with the laws of the province of Alberta.

20) SPECIAL CONDITIONS:

The Special Conditions following (see 23) hereof form part of this Rental Agreement and in the event of a conflict between the provisions of the Special Conditions and those in General Conditions, the Special Conditions shall prevail.

21) INSURANCE VALUE OF EQUIPMENT: \$290,000.00

22) SERVICE METER: 5414

ON December 3, 2009

23) SPECIAL CONDITIONS:

The following Special Conditions form part of the Rental Agreement and in the event of a conflict between these provisions and any General Conditions These Special Conditions shall prevail.

Add in Special Conditions: 93% of rent to apply on 6 month guarantee rental purchase

SCHEDULE ONE

The Lessee further covenants with the Lessor as follows. To pay and discharge all taxes, rates, duties and assessments that may be levied, rated, charged or assessed against the equipment or any part thereof and every other tax, charge, rate assessment or payment which may become a charge or encumbrance upon or levied or collected upon or in respect of the equipment or any part thereof as they become due, whether charged by any municipal, parliamentary or other body during the term, excepting only from the foregoing taxes on the income or capital of the Lessor. In addition to the other amounts payable hereunder, the lessee shall pay any multi-stage sales, use consumption, value added or other similar taxes imposed by the Government of Canada or by any other provincial or local government upon the Lessor or the Lessee on or in respect of this Lease for the goods and services provided by the Lessor hereunder including without limitation the rent payable hereunder. Amounts payable by the Lessee under this schedule from time to time shall be paid when the rent under this lease is payable, but itself shall not be considered to be rent although all remedies for non-payment thereof shall be available to the Lessor as if it were rent.

SCHEDULE TWO: As attached

CUSTOMER TO SUPPLY INSURANCE

UPON RETURN FUEL TANK MUST BE FULL OR WE WILL FILL AND CHARGE TO LESSEE.

DERI and Lessee, have read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day and year first above written. The above agreement includes four pages

Cow Harbour Construction Ltd.
316 Mackay Crescent, Fort McMurray, AB

Dutchmen Equipment & Rentals Inc. (DERI)
4613 - 41st Street, Camrose, Alberta T4V 2Y8

Per: _____

Per: _____

Witness: _____

If you are faxing this contract to us, please initial all four pages in the initial box and fax all four pages to Dutchmen Equipment & Rentals Inc. Fax # (780) 672-8599 Camrose Thanks.

APPENDIX “P”

**LEASE #246 WITH
NATIONAL LEASING GROUP INC.**



ORIGINAL

MASTER LEASE AGREEMENT

NO. 50174318

LESSEE COW HARBOUR CONSTRUCTION LTD.		Presently Leasing Through National <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Marketing Contact: JACK BONVILLE		Billing Contact:	
ADDRESS 316 MACKAY CRES		Telephone No. (780) 791-5477	
CITY & PROVINCE FORT McMurray, ALBERTA		Facsimile No.	
POSTAL CODE T9H 4E4			

This Agreement made by and between National Leasing Group Inc., (National) and Lessee:

1. Lessee, National hereby leases to Lessee and Lessee hereby hires and leases from National the equipment described in a Lessee Schedule or Lessee Schedules (the "Schedule") and/or in an Interim Lease Funding Agreement executed and to be executed by the parties hereto (the "Equipment"). This Master Lease Agreement, any Schedule and any Interim Lease Funding Agreement shall constitute the Lease Agreement between National and Lessee (the "Lease" or "Lease Agreement").
2. Term and Rental. The term of the Lease ("Lease Term") of any Equipment leased pursuant hereto and pursuant to any Schedule hereto, the leased commencement date of such Lease Term and the amount of the rental commencing on the date of such Lease Term and the amount of the rental commencing on the date of such Lease Term shall be as provided in the Schedule Goods and Service Tax, if applicable, will be as provided in the Schedule relating to such Equipment. The Rent will be payable unconditionally, without set-off, to Lessor under a pre-authorized payment plan. The Rent is due on the first day of the first month in the Rent Payment Period referred to in the Lease Schedule.
- 2.1 Additional Rent. If Lessee fails to: (1) repair the Equipment or (2) to maintain insurance or; (3) to pay any costs, fees or taxes relating to the Equipment, National may do so and any amount spent shall become Rent immediately due and payable. National will be entitled to immediate reimbursement from Lessee without prejudice to any of National's rights or remedies. All interest payable by the Lessee under this Lease and all costs incurred by National in collecting Rent including charges for returned cheques, shall become Rent immediately due and payable.
3. Maintenance, Replacements and Alternations. Lessee assumes all risk of loss or damage to the Equipment until its return to National and the Schedule with respect to it is terminated and Lessee agrees that the Equipment will be installed and maintained in good operating condition at Lessee's expense, at the location stated in the Schedule ("Equipment Location"), operated for commercial purposes by competent personnel, and returned to National promptly at the expiry of the Lease Term in good operating condition (ordinary wear and tear excepted). Lessee acknowledges that any replacements, alternations, or improvements to the Equipment shall immediately vest in National and shall constitute Equipment.
4. Insurance. Lessee shall obtain and maintain for the entire Lease Term, at its own expense property damage and legal liability insurance and insurance against loss or damage to the Equipment including without limitation, loss by fire (including extended coverage), theft, collision, injury or death and damage to property of others and such other risks as National may specify and such other risks of loss as are customarily covered by insurance on the types of Equipment leased hereunder and by prudent operators of business similar to that in which Lessee is engaged, in such amounts in such form, and with such insurers as shall be satisfactory to National. All such insurance shall name National and Lessee as insureds and shall be carried in one or more insurance companies approved by National. All policies of insurance shall contain an endorsement that the policy may not be cancelled without thirty (30) days written notice of intended cancellation being given to National. Within 21 days from Lessee's signing the Lease or any Schedule, Lessee will provide certificates or other evidence of insurance naming National as loss payee and providing that National shall be given 30 days' prior written notice of any material alteration or cancellation of insurance. If Lessee does not provide evidence of insurance acceptable to National, National may, but will not be required to, obtain such insurance and add the cost including any customary charges or fees associated with the placement, maintenance or service of such insurance ("Insurance Service Amount") to the Rent immediately due from Lessee. Lessee agrees to pay the installments in the same manner as Rent (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Lease creates any insurance relationship between National and any other person or party. National is not required to effect any insurance coverage and it may terminate or allow to lapse any coverage without having any liability to Lessee.
5. Loss and Damage. If any item of Equipment shall become lost, stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure of Equipment, Lessee shall immediately pay to National the present value of the aggregate of all unpaid amounts due under the related Schedule and hereunder as Rent or otherwise to the expiration of the Lease Term of such Equipment (calculated by discounting such amounts at six percent (6%) per annum), upon receipt of such amount National will transfer to Lessee, without recourse or warranty, all of National's right, title and interest, if any, in such item of Equipment and proceeds of insurance.
6. Warranties and Exclusion of Warranties. National assigns to Lessee the benefit of any manufacturers' warranties or guarantees. Lessee acknowledges that Lessee alone will elect the Equipment, that National does not deal in the Equipment and has not, does not and will not make or give any representation, warranty or condition, whatsoever, express or implied, with respect to the Equipment or its adequacy for Lessee's purpose, or otherwise and shall have no responsibility for any latent or other defect in the Equipment including any fundamental or other failure of performance, capacity or operation. Lessee hereby releases and forever discharges National from any and all actions, claims, demands, cost, expenses, set off, abatement and compensation whatsoever, in connection with the foregoing. Upon Lessee's execution of a Schedule, National shall be deemed to have fully performed and discharged all its obligations hereunder with respect to the related Equipment by providing Lessee with a possessory interest herein.

PRE-AUTHORIZED PAYMENT PLAN

National is hereby authorized to periodically draw payment under its Pre-authorized Payment Plan from the bank account as outlined on the attached sample cheque to cover the Rental and other amounts due under this Lease Agreement.

Per [Signature] AUTHORIZED SIGNATURE TITLE

PLEASE ATTACH AN SIGNED SAMPLE CHEQUE

This Lease Agreement, including the terms and conditions on the reverse side hereof and any Schedule(s) hereto, and/or Interim Lease Funding Agreement correctly sets forth the entire Lease Agreement between National and Lessee. No agreements or understandings shall be binding on either of the parties hereto unless in writing and executed by the parties hereto.

COW HARBOUR CONSTRUCTION LTD.

FOR OFFICE USE ONLY

Date of Acceptance: APRIL 27, 2008
 THIS LEASE AGREEMENT SHALL NOT BECOME BINDING UPON NATIONAL UNTIL ACCEPTED IN WRITING AS EVIDENCED BY THE SIGNATURE OF A DULY AUTHORIZED OFFICER OF NATIONAL LEASING GROUP INC. BELOW.
 Authorized Signature: [Signature]

FULL LEGAL NAME OF LESSEE

The undersigned hereby certifies that he/she is duly authorized to execute this Lease.
 Per: [Signature] AUTHORIZED SIGNATURE TITLE
 Per: [Signature] AUTHORIZED SIGNATURE TITLE

MASTER LEASE AGREEMENT (CONT.) (2)

- Rev. 1203**

(Master Lease Agreement)



NATIONAL
LEASING

ORIGINAL

LEASE
SCHEDULE

NO. 2338733

ATTACHED TO AND FORMING PART OF MASTER LEASE AGREEMENT NO. 50174318
 ("LEASE AGREEMENT") BETWEEN NATIONAL LEASING GROUP INC., (NATIONAL), AND
 COW HARBOUR CONSTRUCTION LTD. ("LESSEE")

DATED April 27, 2006

National hereby agrees to lease to Lessee upon and subject to the terms, conditions and provisions set forth in this Lease Schedule ("Schedule") and in the above referred to Master Lease Agreement ("Lease Agreement"), the Equipment described or identified below, ("the Equipment"):

QUANTITY	DESCRIPTION
1	2006 model 442 Bobcat excavator SN:526911279 w/cab enclosure, A/C, rubber tracks, hyd thumb
1	CWS 36" bucket, SN:0800489
1	CWS 24" bucket, SN:0800485
1	2006 model T300 Bobcat track loader SN:532012010 w/gold package, alarm/horn, joystick controls, high flow option,
1	80" C/I H.O. bucket w/cutting edge
1	80" C/I H.O. bucket w/teeth

LOCATION OF EQUIPMENT: 316 Mackay Crescent, Fort McMurray, AB T8H 4E4

1. TERM AND RENTAL PROVISION

Lease Term: 65 Months (No. of complete months)

Rent Payment Period: ☒ Monthly ☐ Quarterly ☐ Other

RENT: Due in advance on the first day of each month.

Rent Amount	\$ 4,842.48
Provincial Sales Tax	\$ 0.00
Goods & Services Tax	\$ 324.89
Total Rental Payment	\$ 4,867.68

2. TERM: The term of this Lease ("Term") begins on the date the Equipment is shipped to Lessee. Unless sooner terminated by Lessor, the Term will end after the number of months specified above from the date the Term commences; provided, however, that if the Term commences on OTHER THAN the 1st day of the month, the Term shall be extended to the last day of the month in which the Term would otherwise expire. "Termination Date" means the date on which the Term ends, according to this Section. If the Rent includes a cost of service or maintenance, Lessee acknowledges that such inclusion is for Lessee's convenience and Lessee will not assert against Lessor any claim by way of abatement, defense, set-off, compensation, counterclaim or the like which Lessee might have under any service or maintenance agreement.
3. RENT AND RENT ADJUSTMENT: Lessee agrees to pay rent as follows: (a) if the Term commences on other than the 1st day of the month, Lessee will pay pro rata rent from the date of shipment to the end of the month in which shipment took place and (b) the Periodic Rent Payment ("Rent") for the first complete calendar period of the Term when Lessee executes this Lease; and (c) subsequent Rent in advance on the 1st day of each calendar period of the Term. Lessee shall make all payments at National's office shown above, or as National specifies in writing. National's invoice is NOT a

condition of Lessee's obligation to pay Rent and/or interest charges when due. Lessee's obligations under this Lease shall be absolute and unconditional under all circumstances whatsoever, and without limitation.

4. PURCHASE OPTION: Lessee shall, when not in default under the Lease Agreement and upon 30 days' prior written notice to National, have the option to purchase all but not less than all of the Equipment on the Option Dates and for the Option Prices referred to below subject to the terms, conditions and provisions of the Lease Agreement.

(a) At the end of the 48 month of the lease term for \$ 30,750.00

(b) On the last day of the Lease Term at fair market value of the Equipment on payment of the Option Price, plus sales and any other applicable taxes. The Equipment will be sold to Lessee in its then condition, quantity and location, free and clear of liens, charges or encumbrances created by National, without further warranty or representation whatsoever, express or implied, on the part of National. The fair market value of the Equipment for the purpose of determining an Option Price shall be the fair market value of the Equipment as reasonably estimated by National.

5. CONTINUING AGREEMENT: Provided Lessee is not in default hereunder, this Agreement will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth herein including the periodic Rental unless either National or Lessee has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Agreement providing thirty (30) days written notice to the other party.

6. AGREEMENT: This Schedule shall be deemed to take effect and form part of the Lease Agreement pursuant to Section 1 of the Master Lease Agreement on the date National receives an invoice from the Supplier of the Equipment which such invoice to be in National's name. Lessee hereby authorizes National to insert, where applicable, the serial number of the Equipment. Lessee hereby agrees that the Equipment is located at the above location and shall not be removed without prior written consent of National.

COW HARBOUR CONSTRUCTION LTD.

FULL LEGAL NAME OF LESSEE

The undersigned attests that he/she is duly authorized to execute this Lease Schedule.

Per: 

Authorized Signature


Title

Per: 

Authorized Signature

Title

Date: April 27, 2006

Accepted by National By: 	Date of Acceptance April 27, 2006	Lease Commencement Date: MAY 01, 2006 JUNE 1st	No. of Attachments 6
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DELIVERY AND ACCEPTANCE CERTIFICATE

ORIGINAL

Re: Customer No. 50174318 Lease Schedule No. 2338733

We hereby acknowledge proper delivery, assembly, installation and complete satisfactory operation of the equipment described in Customer No. 50174318, Lease No. 2338733 forming part of a lease dated April 27, 2006 between National Leasing Group Inc., as Lessor, and the undersigned as Lessee. We hereby represent and warrant to you that the equipment is accepted by us in each and every respect, and we hereby waive any claim or off-set against National Leasing Group Inc. and to recognize the right of National Leasing Group Inc. to enforce the said Lease Agreement according to its terms, free from any defences, off-sets or counterclaim. We agree that the equipment has been utilized and operated and has been found fit, in all respects, for the purpose or purposes for which it is intended, and hereby approve the supplier's invoice for payment and authorize the Lessor to commence Schedule No. 2338733, Customer No. 50174318. We acknowledge that this certificate is executed separate and apart from the Lease Agreement and Schedule, and National Leasing Group Inc. is relying upon it in order to advance monies to the supplier of the equipment.

Date: April 27, 2006

COW HARBOUR CONSTRUCTION LTD.

FULL LEGAL NAME OF LESSEE

The undersigned affirms that he/she is duly authorized to execute this Certificate.

Per: [Signature]
Authorized Signature

Title

Per: _____
Authorized Signature

Title

Action No. 1003 05560

Bankruptcy Action No.: 24-115359

2010

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE
BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED

AND THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF COW HARBOUR
CONSTRUCTION LTD.

THIRTEENTH REPORT TO THE COURT
SUBMITTED BY DELOITTE & TOUCHE INC.
IN ITS CAPACITY AS MONITOR

July 20, 2010



MCLENNAN ROSS_{LLP}
LEGAL COUNSEL

#600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Charles P. Russell, Q.C.
Telephone: (780) 482-9115
Fax: (780) 482-9102
File: 101122