# THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF STEVEN CHAMBERS SWORN BEFORE ME ON THIS 3"DAY OF DECEMBER, 2012.

A COMMISSIONER FOR TAKING AFFIDAVITS

#### GENERAL SECURITY AGREEMENT

THIS SECURITY AGREEMENT made as of the 5th day of November, 2009.

FROM:

TERCON INVESTMENTS LTD.
TERCON EQUIPMENT LTD.
TERCON A.C. LTD.
TERCON CONSTRUCTION LTD.

(collectively the "Debtor")

TO:

#### **2147881 ONTARIO INC.**

(the "Secured Party")

FOR VALUE RECEIVED, the Debtor covenants, agrees, warrants, represents, acknowledges, and confirms to and with the Secured Party and create and grants the mortgages, charges, transfers, assignments, and security interests as follows:

#### 1. SECURITY INTEREST

As security for the payment and performance of the Obligations (as defined in paragraph 3), the Debtor, subject to the exceptions set out in paragraph 2, does:

- 1.1 Grant to the Secured Party a security interest in, and mortgages, charges, transfers and assigns absolutely, all of the Debtor's present and after acquired personal property, and all personal property in which the Debtor has rights, of whatever nature or kind and wherever situate, including, without limitations, all of the following now owned or in future owned or acquired by or on behalf of the Debtor;
  - (a) all goods, including:
    - (i) all inventory of whatever kind and wherever situate, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in progress, finished goods, returned goods, repossessed goods and all packaging materials, supplies, and containers relating to or used or consumed in connection with any of the foregoing (collectively the "Inventory");
    - (ii) all equipment of whatever kind and wherever situate, meaning without limitation, all machinery, tools, apparatus, plant, fixtures, furniture, furnishings, chattels, motor vehicles, vessels, and other tangible personal

property of whatever nature or kind and including the equipment listed as Schedule "A" (collectively the "Equipment");

- (b) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, and demands of every nature and kind however arising or secured including letters of credit and advices of credit, which are now due, owing, or accruing, or growing due to, or owned by, or which may in future become due, owing, or accruing, or growing due to, or owned by the Debtor (the "Accounts");
- (c) all contractual rights, insurance, claims, licences, goodwill, patents, trademarks, trade names, copyrights, and other industrial or intellectual property of the Debtor or in which the Debtor has an interest, all other choses in action of the Debtor of every kind which now are, or which may in future be, due or owing to or owned by the Debtor, and all other intangible property of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities, or Money;
- (d) all Money;
- (e) all property described in Schedule A to this Agreement, or in any schedule now or at any time in future annexed to this Agreement or agreed to form part of this Agreement;
- (f) the undertaking of the Debtor;
- (g) all Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, and Securities now owned or in future owned or acquired by or on behalf of the Debtor (including those returned to or repossessed by the Debtor) and all other goods of the Debtor that are not Equipment, Inventory, or Accounts;
- (h) all proceeds, renewals, and accretions, and substitutions of any of the foregoing; and
- (i) all deeds, documents, writings, papers, books of account, and other books and electronically recorded data relating too any of the foregoing or by which any of the foregoing is or may in future be secured, evidenced, acknowledged, or made payable.
- 1.2 Charge as and by way of a floating charge to and in favour of the Secured Party, and grant to the Secured Party a security interest, mortgage, and charge in and to:
  - (a) all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable, and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements, and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant, and other fixtures (collectively "Real Property"); and

(b) all property, assets, and undertakings of the Debtor, both present and future, of whatever nature or kind and wherever situate, and all Proceeds thereof and therefrom.

other than any of its property, assets, and undertakings otherwise validly and effectively subject to the charges and security interests in favour of the Secured Party created under paragraph 1.1(a) of this Agreement. This charge attaches immediately upon the Debtor acquiring any rights in any of that property.

- Mortgage and charge as and by way of a fixed and specific charge to and in favour of the Secured Party, and assign and transfer to the Secured Party and grant to the Secured Party, by way of mortgage, charge, assignment, and transfer, a security interest in all of the Debtor's right, title, and interest, both present and future, in and to all of its presently owned or held and after acquired or held property which:
  - (a) is or in future becomes a fixture, or
  - (b) constitutes a licence, quota, permit or other similar right or benefit, or crops.
- The mortgages, charges, assignments, transfers, and security interests created or granted under paragraphs 1.1(a), 1.2(a), and 1.3(a) of this Agreement are collectively called the "Security Interest", and all property, assets, interests, and undertakings (including Proceeds) subject to the Security Interest or otherwise charged or secured by this Agreement or expressed to be charged, assigned or transferred, or secured by any instruments supplemental to this Agreement or in implementation of this Agreement are collectively called the "Collateral".

#### 2. EXCEPTIONS AND DEFINITIONS

The Security Interest granted by this Agreement shall not extend or apply to and the Collateral shall not extend to the last day of the term of any lease or agreement to lease real property, but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign and dispose thereof as the Secured Party shall direct.

The terms "Chattel Paper", "Document of title", "Equipment", "Consumer Goods", "Instrument", "Intangible", "Security", "Proceeds", "Inventory", "Accessions", "Money", "financing statement", "financing change statement" and "verification statement" shall, unless otherwise defined in this Agreement or otherwise required by the context, be interpreted according to their respective meanings as set out in the British Columbia Personal Property Security Act, as amended.

Any reference in this Agreement to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The Collateral shall not include consumer goods of the Debtor.

The term "Proceeds", whenever used and interpreted as above, shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts, and any other personal property or obligation received when such collateral or proceeds are sold, exchanged, collected, or otherwise disposed of. The term "licence" means any

licence or similar right at any time owned or held by the Debtor including without limitation a "licence" as defined in the Act, and the meaning of the term "crops" whenever used in this Agreement includes but is not limited to "crops" as defined in the Act.

#### 3. OBLIGATIONS SECURED

This Agreement and the Security Interest are in addition to and not in substitution for any other security interest now or in future held by the Secured Party from the Debtor or from any other person and shall be general and continuing security for the payment of all indebtedness and liability of the Debtor to the Secured Party (including interest thereon), present or future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, and any ultimate balance thereof, including all advances on current or running account and all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others, and whether as principal or surety, and for the performance and satisfaction of all obligations of the Debtor to the Secured Party, whether or not contained in this Agreement, and whether the Debtor be bound alone or with another or others (all of which indebtedness, liability, and obligations are collectively the "Obligations").

#### 4. PROHIBITIONS

Without the prior written consent of the Secured Party, the Debtor shall not and shall not have power to:

- (a) grant, create, or permit to be created any security interest in, charge, encumbrance, or lien over, or claim against any of its property, assets or undertakings that rank or could rank in priority to or pari passu with the Security Interest;
- (b) grant, sell, or otherwise assign its Chattel Paper; or
- (c) issue or have outstanding at any time any secured or unsecured bonds, debentures, debenture stock, or other evidences of indebtedness of the Debtor or of any predecessor in title of the Debtor issued under a trust deed or other instrument running in favour of a trustee.

#### 5. ATTACHMENT

The Debtor acknowledges and confirms that:

- (a) there is no intention to delay the time of attachment of the Security Interest created by this Agreement, and the Security Interest shall attach at the earliest time permissible under the laws governing this Agreement;
- (b) that value has been given; and

(c) that the Debtor has (or in the case of any after acquired property, will have at the time of acquisition) rights in the Collateral.

#### 6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Debtor represents and warrants to the Secured Party that:
  - (a) if the Debtor is a company or a partnership, this Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) or of the partners, as the case may be, of the Debtor, and that all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Agreement, and the performance of the Debtor's obligations hereunder, legal, valid, and binding;
  - (b) the Debtor lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only the charges or security interests, if any, shown in any schedule to this Agreement and those consented to in writing by the Secured Party, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Agreement;
  - (c) where the Collateral includes Accounts, Chattel Paper, or Instruments, each is enforceable in accordance with its terms against the party obligated thereunder, and that the Debtor has fully and accurately disclosed to the Secured Party the amount owing thereunder and any other relevant information concerning liability for payment thereunder;
  - (d) for goods constituting Collateral, the Debtor has in this Agreement or elsewhere fully and accurately disclosed to the Secured Party the locations thereof and of the business operations and records of the Debtor.

#### 7. COVENANTS OF THE DEBTOR

- 7.1 The Debtor covenants with the Secured Party that at all times while this Agreement remains in effect the Debtor shall:
  - (a) defend the title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;
  - (b) fully and effectually maintain and keep maintained the validity and effectiveness of the Security Interest;
  - (c) maintain the Collateral in good order and repair;
  - (d) forthwith pay:
    - (i) all taxes, assessments, rates, duties, levies, government fees, claims, dues and other charges of every nature that may be lawfully levied, assessed, or

imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish such security as the Secured Party may require; and

- (ii) all security interests, charges, encumbrances, liens and claims that rank or could in any event rank in priority to the Security Interest, other than the charges or security interests, if any, shown in any Schedule to this Agreement and those consented to in writing by the Secured Party;
- (e) forthwith reimburse and indemnify the Secured Party for all costs, charges, expenses, and legal fees and disbursements that may be incurred by the Secured Party in:
  - (i) inspecting the Collateral;
  - (ii) negotiating, preparing, perfecting, and registering this Agreement or notice of it and other documents, whether or not relating to this Agreement;
  - (iii) investigating title to the Collateral;
  - (iv) taking, recovering, keeping possession of, and insuring the Collateral; and
  - (v) all other actions and proceedings taken in connection with the preservation
    of the Collateral and the enforcement of this Agreement and of any other
    Security Interest held by the Secured Party as security for the Obligations;
- (f) at the Secured Party's request at any time and from time to time, execute and deliver such further and other documents and instruments and do all acts and things as the Secured Party in its absolute discretion requires in order to confirm and perfect, and maintain perfection of, the Security Interest in favour of the Secured Party upon any of the Collateral;
- (g) notify the Secured Party promptly of:
  - (i) any change in the information contained in this Agreement relating to the Debtor, its address, its business, or the Collateral, including without limitation any change of name or address of the Debtor and any change in location of any Collateral;
  - (ii) the details of any material acquisition of Collateral;
  - (iii) any material loss or damage to the Collateral;
  - (iv) any material default by any account debtor in payment or other performance of his or her obligations to the Debtor with respect to any Accounts:

- (v) the return to or repossession by the Debtor of the Collateral where such return or repossession of the Collateral is material in relation to the business of the Debtor; and
- (vi) the details of any claims or litigation affecting the Debtor or the Collateral;
- (h) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Agreement, from being or becoming an accession to other property not covered by this Agreement;
- (i) permit the Secured Party and its representatives, at all reasonable times, access to all its property, assets, and undertakings and to all its books of account and records for the purpose of inspection, and render all assistance necessary for such inspection; and
- (j) deliver to the Secured Party from time to time promptly upon request:
  - (i) any Documents of Title, Instruments, Securities, and Chattel Paper constituting, representing, or relating to Collateral;
  - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists, and other writings relating to the Collateral for the purpose of inspecting, auditing, or copying;
  - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
  - (iv) all policies and certificates of insurance relating to the Collateral; and
  - (v) any information concerning the Collateral, the Debtor, and the Debtor's business and affairs as the Secured Party may reasonably require;
- (k) carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (l) observe and perform the additional covenants, if any, set out in any schedule attached to this Agreement.
- 7.2 The Debtor covenants that at all times while this Agreement remains in effect, without the prior written consent of the Secured Party, it shall not:
  - (a) declare or pay any dividends;
  - (b) purchase or redeem any of its shares or otherwise reduce its share capital;

- (c) become guarantor of any obligation; or
- (d) become an endorser of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to any bank accounts of the Debtor.
- 7.3 Except as provided in this Agreement, without the prior written consent of the Secured Party, the Debtor shall not:
  - (a) sell, lease, or otherwise dispose of the Collateral;
  - (b) release, surrender, or abandon possession of the Collateral; or
  - (c) move or transfer the Collateral from the jurisdiction or jurisdictions in which the Security Interest has been perfected.
- 7.4 Provided that the Debtor is not in default under this Agreement, at any time without the consent of the Secured Party the Debtor may lease, sell, license, consign, or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.
- 7.5 The Debtor covenants that to the extent that any monies, credit, or other consideration provided by the Secured Party has enabled the Debtor to purchase or acquire rights in any personal property or assets, the Security Interest is and shall remain a purchase money security interest.

#### 8. INSURANCE

- 8.1 The Debtor covenants that at all times while this Agreement is in effect the Debtor shall:
  - (a) maintain or cause to be maintained insurance on the Collateral with an insurer, of kinds, for amounts and payable to such person or persons, all as the Secured Party may require, and in particular but without limitation maintain insurance on the Collateral to its full insurable value against loss or damage by fire including extended coverage endorsement, and in the case of motor vehicles and other mobile Collateral, maintain insurance against theft;
  - (b) cause the insurance policy or policies required under this Agreement to be assigned to the Secured Party and have as part thereof a standard mortgage clause or a mortgage endorsement, as appropriate; and
  - (c) pay all premiums in connection with such insurance, and deliver all such policies to the Secured Party, if it so requires.
- 8.2 If proceeds of any insurance required under this Agreement become payable, the Secured Party may, in its absolute discretion, apply those proceeds to such part or parts of the Obligations as the Secured Party may see fit, or the Secured Party may release any such

insurance proceeds to the Debtor for the purpose of repairing, replacing, or rebuilding, but any release of insurance proceeds to the Debtor shall not operate as a payment on account of the Obligations or in any way affect this Agreement.

- 8.3 The Debtor shall forthwith, on the happening of loss or damage to the Collateral, notify the Secured Party thereof and furnish to the Secured Party at the Debtor's expense any necessary proof and do any necessary act to enable the Secured Party to obtain payment of the insurance proceeds, but nothing contained in this Agreement shall limit the Secured Party's right to submit to the insurer a proof of loss on its own behalf.
- 8.4 The Debtor irrevocably authorizes and directs the insurer under any policy of insurance required under this Agreement to include the name of the Secured Party as a loss payee on any cheque or draft that may be issued with respect to a claim under and by virtue of such insurance, and the production by the Secured Party to any insurer of a certified copy of this Agreement shall be its full and complete authority for so doing.
- 8.5 If the Debtor fails to maintain insurance as required by this Agreement, the Secured Party may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as the Secured Party considers necessary for its protection.

#### 9. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with the Debtor's covenants contained in this Agreement and compliance with paragraph 11 of this Agreement, the Debtor may, until default, possess, operate, collect, use and enjoy, and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate. The Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith, and for such purposes to grant to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.

#### 10. SECURITIES

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

#### 11. COLLECTION OF DEBTS

Before or after default under this Agreement, without notice to the Debtor, the Secured Party may notify all or any account debtors of the Debtor of the Security Interest and may also direct such account debtors to make all payments on Collateral to the Secured Party. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from account debtors, whether before or after notification of this Security Interest to account debtors, and whether before or after default under this Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request. This includes interest on deferred payment contracts, and the payments the payments themselves, and lease payments, if any.

#### 12. INCOME FROM AND INTEREST ON COLLATERAL

- 12.1 Until default, the Debtor reserves the right to receive any money constituting income from or interest on Collateral and if the Secured Party receives any money before default, the Secured Party shall either credit that money against the Obligations or pay it promptly to the Debtor.
- 12.2 After default, the Debtor shall not request or receive any money constituting income from or interest on Collateral and if the Debtor received any such money in any event, the Debtor shall hold that money in trust for the Secured Party and shall pay it promptly to the Secured Party.

## 13. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- 13.1 Whether or not default has occurred, the Debtor authorizes the Secured Party:
  - (a) to receive any increase in or profits on the Collateral (other than money) and to hold the same as part of the Collateral Money so received shall be treated as income for the purposes of paragraph 12 of this Agreement and dealt with accordingly, and
  - (b) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.
- 13.2 If the Debtor receives any such increase or profits (other than money) or payments or distributions, the Debtor shall deliver the same promptly to the Secured Party to be held by the Secured Party as provided in this Agreement.

#### 14. DISPOSITION OF MONIES

Subject to any applicable requirements of the Act, all monies collected or received by the Secured Party under or in exercise of any right it possesses with respect to Collateral shall be applied on account of the Obligations in such manner as the Secured Party deems best or, at the option of the Secured Party, may be held unappropriated in a collateral

account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Party under this Agreement, and any surplus shall be accounted for as required by law.

#### 15. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform any of its obligations under this Agreement, the Secured Party may, but shall not be obliged to, perform any or all of those obligations without prejudice to any other rights and remedies of the Secured Party under this Agreement, and any payments made and any costs, charges, expenses, and legal fees and disbursements (on a solicitor and own client basis) incurred in connection therewith shall be payable by the Debtor to the Secured Party forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall be secured by this Agreement and rank prior to all claims subsequent to this Agreement.

#### 16. **DEFAULT**

- Unless waived by the Secured Party, it shall be an event of default ("default") under this Agreement and the security constituted by this Agreement shall immediately become enforceable if:
  - (a) any term, covenant, or representation of this Agreement is breached or if default occurs under the Mortgage, if any; or
  - (b) any amount owed to the Secured Party is not paid when due; or
  - (c) the Debtor defaults or threatens to default in payment when due or performance of any of the Obligations; or
  - (d) the Debtor or any guarantor of the Debtor declares itself to be insolvent, makes an assignment for the benefit of its creditors, is declared bankrupt, declares bankruptcy, makes a proposal, or otherwise takes advantage of provisions under the Bankruptcy and Insolvency Act, the Companies Creditors' Arrangement Act, or similar legislation in any jurisdiction, or fails to pay its debts generally as they become due; or
  - (e) a receiver or receiver-manager is appointed; or
  - (f) the Debtor ceases to carry on all or a substantial part of its business; or
  - (g) distress, execution, or seizure of any of the Collateral occurs; or
  - (h) if the Debtor is a corporation, there is a change of voting control without the Secured Party's consent; or
  - (i) the Debtor changes its name or amalgamates or merges without the Secured Party's consent; or

- (j) the Debtor allows any hazardous materials to be brought upon any lands or premises occupied by the Debtor; or
- (k) the Secured Party in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.
- 16.2 In accordance with the British Columbia Property Law Act, the doctrine of consolidation applies to this Agreement.
- 16.3 It shall be an event of default under this Agreement and the security constituted by this Agreement shall immediately become enforceable if any term, covenant, or representation in any other agreement, contract, or other commitment of the Debtor to the Secured Party is breached or if default should occur under the same.

#### 17. ACCELERATION

The Secured Party, in its sole discretion, may declare all or any part of the Obligations that are not by their terms payable on demand to be immediately due and payable in the event of any default, or, in the absence of default, if the Secured Party considers or deems itself insecure or that the Collateral is in jeopardy. The provisions of this paragraph do not and are not intended to affect in any way any rights of the Secured Party with respect to any Obligations that may now or in future be payable on demand.

#### 18. ENFORCEMENT

- 18.1 Upon any default under this Agreement, the security constituted by this Agreement shall immediately become enforceable, any floating charge will immediately attach to the Real Property and Collateral. To enforce and realize on the security constituted by this Agreement, the Secured Party may take any action permitted by law or in equity, as it may deem expedient, and in particular, but without limiting the generality of the foregoing, the Secured Party may do any of the following:
  - (a) appoint by instrument a receiver, receiver and manager, or receiver-manager (the person so appointed is called the "Receiver") of the Collateral, with or without bond as the Secured Party may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;
  - (b) enter upon any premises of the Debtor and take possession of the Collateral with power to exclude the Debtor, its agents, and its servants from those premises, without becoming liable as a mortgagee in possession;
  - (c) preserve, protect, and maintain the Collateral and make such replacements and repairs and additions as the Secured Party may deem advisable;
  - (d) sell, lease, or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonable obtained, and on such terms as to credit and with such conditions of

sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit, the Debtor shall not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and

- (e) exercise all of the rights and remedies of a secured party under the Act.
- A Receiver appointed under this Agreement shall be the agent of the Debtor and not of the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence or nonfeasance on the part of any Receiver, its servants, agents, or employees. A Receiver shall, to the extent permitted by law or to such lesser extent permitted by its appointment, have all the powers of the Secured Party under this Agreement, and in addition shall have power to carry on the business of the Debtor and for such purpose to enter upon, use and occupy all premises owned or occupied by the Debtor in which Collateral may be situate, maintain Collateral upon such premises, use, Collateral directly or indirectly in carrying on the Debtor's business, and from time to time borrow money either unsecured or secured by a security interest in any of the Collateral.
- Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Agreement, all amounts realized from the disposition of Collateral under this Agreement shall be applied as the Secured Party, in its absolute discretion, may direct or as follows:
  - (a) in payment of all costs, charges, and expenses (including legal fees and disbursements on a solicitor and own client basis) incurred by the Secured Party in connection with or incidental to:
    - (i) the exercise by the Secured Party of all or any of the powers granted to it under this Agreement; and
    - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it under this Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver excluding the Receiver's borrowings;
  - (b) in payment of any sum or sums borrowed by the Receiver from the Secured Party and interest thereon if such sum or sums are secured by the Collateral;
  - (c) in or toward payment to the Secured Party of all principal and other monies (except interest) due in respect of the Obligations;
  - (d) in or toward payment to the Secured Party of all interest remaining unpaid in respect of the Obligations;
  - (e) in or toward payment of any sum or sums borrowed by the Receiver from any financial institution, corporation, or person other than the Secured Party, and interest thereon if such sum or sums are secured by the Collateral.

Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus shall be paid to the Debtor.

18.4 The Debtor agrees that the Secured Party may exercise its rights and remedies under this Agreement immediately upon default, except as may be otherwise provided in the Act, and the Debtor expressly confirms that, except as may be otherwise provided in this Agreement or in the Act, the Secured Party has not given any covenant, express or implied, and is under no obligation to allow the Debtor any period of time to remedy any default before the Secured Party exercises its rights and remedies under this Agreement.

#### 19. **DEFICIENCY**

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor shall pay to the Secured Party the amount of such deficiency immediately upon demand for the same.

#### 20. RIGHTS CUMULATIVE

All rights and remedies of the Secured Party set out in this Agreement are cumulative, and no right or remedy contained in this Agreement is intended to be exclusive but each shall be in addition to every other right or remedy contained in this Agreement or in any existing or future security agreement or now or in future existing at law, in equity or by statute, or under any other agreement between the Debtor and the Secured Party that may be in effect from time to time.

#### 21. LIABILITY OF SECURED PARTY

The Secured Party shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Secured Party shall manage the Collateral upon entry, as provided in this Agreement, nor shall the Secured Party be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Secured Party shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor, nor shall the Secured Party, in the case of Securities, Instruments, or Chattel Paper, be obliged to preserve rights against other persons, nor shall the Secured Party be obliged to keep any of the Collateral identifiable. The Debtor waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Secured Party than as contained in this paragraph.

#### 22. APPOINTMENT OF ATTORNEY AND DEED

22.1 The Debtor irrevocably appoints the Secured Party or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse, or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, or consents that the Debtor is obliged to sign, endorse, or execute, and generally to use the name of the Debtor and to do all things as

may be necessary or incidental to the exercise of all or any of the powers conferred on the Secured Party or the Receiver, as the case may be, under this Agreement.

Whether or not the Debtor attaches its corporate seal, if a corporation, this Agreement is intended to be and is deemed to be deed given under seal.

#### 23. ACCOUNTS

Notwithstanding any other provision of this Agreement, the Secured Party may collect, realize, sell, or otherwise deal with the Accounts or any part of them in such manner, upon such terms and conditions, and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the provisions of Part 5 of the Act. All monies or other forms of payment received by the Debtor in payment of any Account shall be received and held by the Debtor in trust for the Secured Party.

#### 24. APPROPRIATION OF PAYMENTS

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party may at all times and from time to time change any appropriation as the Secured Party may see fit.

#### 25. LIABILITY TO ADVANCE

None of the preparation, execution, perfection, and registration of this Agreement or notice of this Agreement or the advance of any monies shall bind the Secured Party to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Secured Party.

#### 26. WAIVER

The Secured Party may from time to time and at any time waive in whole or in part any right, benefit or default under any paragraph of this Agreement but any such waiver of any right, benefit, or default on any occasion shall be deemed not to be a waiver of any such right, benefit, or default thereafter, or of any other right, benefit or default, as the case may be, and no delay or omission by the Secured Party in exercising any right or remedy under this Agreement or with respect to any default shall operate as a waiver thereof or of any other right or remedy.

#### 27. NOTICE

Any notice, demand, or other communication required or permitted to be given under this Agreement shall be effectually made or given if delivered by prepaid private courier or by facsimile transmission to the address of each party set out below:

To the Debtor:

Suite 100 - 2079 Falcon Road

Kamloops, B.C. V2C 4J2

Facsimile No): 604-372-1555

To the Secured Party:

2147881 Ontario Inc.

P.O. Box 1005

Timmins, ON P4N 7H6

Facsimile No.: 705-360-2779

or to such other address or facsimile number as either party may designate in the manner set out above. Any notice, demand, or other communication shall be deemed to have been given and received on the day of prepaid private courier delivery or facsimile transmission.

#### 28. EXTENSIONS

The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of the Security Interest, and otherwise deal with the Debtor, account debtors of the Debtor, sureties, and others and with the Collateral, the Security Interest, and other security interests as the Secured Party sees fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize on the security constituted by this Agreement.

#### 29. NO MERGER

This Agreement shall not operate to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, mortgage, contract, promissory note, bill of exchange, or security interest of any form held or which may in future be held by the Secured Party from the Debtor or from any other person. The taking of a judgment with respect to any of the Obligations shall not operate as a merger of any of the covenants contained in this Agreement.

#### 30. ASSIGNMENT

The Secured Party may, without further notice to the Debtor, at any time assign, transfer, or grant a security interest in this Agreement and the Security Interest. The Debtor expressly agrees that the assignee, transferee, or secured party, as the case may be, shall have all of the Secured Party's rights and remedies under this Agreement, and the Debtor shall not assert any defence, counterclaim, right of setoff, or otherwise with respect to any claim that the Debtor now has or in future acquires against the Secured Party in any action commenced by such assignee, transferee, or secured party, as the case may be, and shall pay the Obligations to the assignee, transferee, or secured party, as the case may be, as the Obligations become due.

#### 31. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Party, shall be deemed not to be a redemption or discharge

of this Agreement. The Debtor shall be entitled to a release and discharge of this Agreement upon full payment and satisfaction of all Obligations and upon written request by the Debtor and payment to the Secured Party of all costs, charges, expenses, and legal fees and disbursements (on a solicitor and own client basis) incurred by the Secured Party in connection with the Obligations and such release and discharge.

#### 32. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, personal representatives, successors, and permitted assigns.

#### 33. INTERPRETATION

- 33.1 In this Agreement
  - (a) "Debtor" and the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used, depending upon whether the Debtor is one or more individuals, corporations, or partnerships and, if more than one, shall apply to and be binding upon each of them jointly and severally;
  - (b) "Act" means the British Columbia Personal Property Security Act and all regulations thereunder as amended;
- 33.2 Words and expressions used in this Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act, whether expressed in this Agreement with or without initial capital letters and whether in the singular or the plural, unless otherwise defined in this Agreement or unless the context otherwise requires, and, wherever the context so requires, in this Agreement the singular shall be read as if the plural were expressed, and vice-versa, and the provisions of this Agreement shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm, or corporation.
- 33.3 Should any provision of this Agreement be declared or held invalid or unenforceable in whole or in part or against or with respect to the Debtor by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any or all of the remaining provisions of this Agreement, which shall continue in full force and effect and be construed as this Agreement had been executed without the invalid or unenforceable provision.
- 33.4 The headings of the paragraphs of this Agreement have been inserted for reference only and do not define, limit, alter, or enlarge the meaning of any provision of this Agreement.
- This Agreement shall be governed by the laws of British Columbia.

#### 34. MISCELLANEOUS

- The Debtor authorizes the Secured Party to file such financial statements, financing change statements, and other documents, and do such acts, matters, and things as the Secured Party may deem appropriate, to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral, and to realize upon the Security Interest.
- 34.2 The Debtor waives protest of any Instrument constituting Collateral at any time held by the Secured Party on which the Debtor is any way liable and, subject to the provisions of the Act, notice of any other action taken by the Secured Party.
- 34.3 The Debtor covenants that it shall not amalgamate with any other company or entity without first obtaining the written consent of the Secured Party. The Debtor acknowledges and agrees that if it amalgamates with any other company or companies, then it is the intention of the parties that the term "Debtor" when used in this Agreement shall apply to each of the amalgamating companies and to the amalgamated company, so that the Security Interest granted by this Agreement:
  - (a) shall extend to the "Collateral" (as that term is defined in this Agreement) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" owned or acquired by the amalgamated company thereafter, and
  - (b) shall secure the "Obligations" (as that term is defined in this Agreement) of each of the amalgamating companies and the amalgamated company to the Secured Party at the time of amalgamation and any "Obligations" of the amalgamated company to the Secured Party arising thereafter. The Security Interest shall attach to "Collateral" owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when that Collateral becomes owned or is acquired.
- 34.4 The Debtor authorizes the Secured Party to provide a copy of this Agreement and such other information and documents specified under the Act to any person entitled under the Act to demand and receive them.

### 35. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor:

- (a) acknowledges receiving a copy of this Agreement, and
- (b) waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement, or verification statement filed, issued, or obtained at any time in respect of this Agreement.

IN WITNESS WHEREOF the Debtor has executed this Agreement on the date indicated above.

# TERCON INVESTMENTS LTD.

by its authorized signatory:

# **TERCON EQUIPMENT LTD.** by its authorized signatory:

Per:

TERCON A.C. LTD.

by its authorized signatory:

Per:

TERCON CONSTRUCTION LTD.

by its authorized signatory:

Per:

# Schedule A

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DESCRIPTION	Serial Number	Model Year	Unit Number
Computer Equipment - Falcon Road			CE0001
Computer Equipment - Ft. McMurray			CE0002
CAT D10R CAT TRACTOR	03KR00982	1998	DZ3023
CAT D10R D10R	03KR01034	1998	DZ3025
CAT D10R DOZER	3KR00778	1997	DZ3031
CAT D10R DOZER	3KR01617	2001	DZ3037
CAT D10T DOZER	ORJG00226	2005	DZ3038
CAT D10T DOZER	RJG01532	2008	DZ3054R
CAT D6R IG Ripper PAT	05LN02917	2000	DZ3627
CAT D7H LGP TRACTOR	4FG04152	1993	DZ3715
CAT D8N UDOZER	9TC01608	1987	DZ3833
CAT D8R RIPPER	KPZ01698	2003	DZ3835
Cat D8T M/S Ripper U	OKPZ00541	2005	DZ3836
Cat D8R	6YZ00413	2001	DZ3844
CAT D8T	KPZ01698	2008	DZ3853R
HITACHI EX1900-5	MCM18C00A00000105	2002	EM4846
KOMATSU PC1800	11063	2006	EM4847
CAT 330 BL EXCAVATO	06DR01764	1998	EX4513
CAT 325CL	0BFE00712	2003	EX4524
CAT 330CL EXCAVATOR	DKY011890	2003	EX4533
Cat 330 CL	DKY00426	2002	EX4539
CAT 330C	DKY02231	2004	EX4540
CAT 345B SERIES II	AGS01582	2003	EX4634
CAT 345B SERIES II	AGS01745	2004	EX4635
Cat 345 BL	5WS00266	1998	EX4641
Cat 345 BL Seies II	AGS01435	2003	EX4642
HITACHI ZX 450 LC-3	FF01J3Q021121	2008	EX4656R
CAT E365BL EXCAVATOR	0DER00185	2004	EX4728
CAT 365CL	MCS00406	2007	EX4755
CAT IT28B LOADER	1HF01938	1990	LD4104
CAT FORKLIFT 950	58H512	1968	LD4114
CAT IT28F Loader	3CL01943	1996	LD4116
CAT IT38G Loader	7BS00460	1998	LD4118
Cat 950 Forklift/Loader	31K1663	1976	LD4137
Cat 966C Tire Handler	30K03082	1978	LD4217
CAT 988G	BNH00466	2002	LD4327
CAT 988G	BNH00461	2002	LD4328
CAT 992C Loader	49201780	1990	LD4407
Sparwood shop			LH0001
CAT 14H MOTOR GRADER	7WJ00091	1995	MG5712
CAT 16H MOTOR GRADER	ATS00538	2006	MG5716
CAT 16H GRADER	ATS00606	2006	MG5718
CAT 16M Motor Grader	КВ9Н00358	2008	MG5720R
Office furniture - Falcon Road		•	OE0001
Office furniture - Ft. McMurray			OE0002
Telephone system			OE0003
Oriole Road Equipment			OE0004
Ford F250 4x4 Supercab	1FTNX21FZ2EB48498	2002	PU130

Chev 4x4 1 Ton with Flat Deck	1GCHK39F3WF023364	1998	PU145
Grand Cherokee	1J4GZ48Y1WC241380	1998	PU147
GMC Crew Cab Diesel	2GTGK29F4P1512869	1 <del>9</del> 93	PU170
GMC 4x4 ExCab	1GTHK29284E257784	2004	PU172
Ford 4x4 Crewcab	1FTSW31944EC13319	2004	PU174
GMC 4x4 Crewcab Shortbox	1GTHK23U34F235227	2004	PU176
GMC 4x4 Excab 2500 Shortbox	1GTHK29225E194876	2005	PU178
GMC 4x4 Excab 2500 Shortbox	1GTHK29235E240022	2005	PU179
GMC 4x4 Excab 2500 Shortbox	1GTHK292555E22248	2005	PU180
GMC 4x4 Excab 2500 Shortbox	1GTHK29245E186716	2005	PU181
GMC Yukon 4x4	1GKEK13T95J193038	2005	PU183
GMC Sierra 4x4 Excab	1GTHK29245E136767	2005	PU184
GMC 2500 4x4 Excab	1GTHK29285E139042	2005	₽U185
Chev Silverado 4x4 Shortbox	1GCHK23U32F136789	2002	PU187
GMC 2500HD 4x4	1GTHK232X5F945192	2005	PU190
Ford F350 4x4 Crewcab	1FTWW31P05EC53108	2005	PU192
Ford F350 4x4 Crewcab	1FTWW31PX6EA48378	2006	PU193
Ford F350 4x4 Crewcab	1FTWW31PX6EA58408	2006	PU194
Ford F350 4x4 Crewcab	1FTWW31P86EA31160	2006	PU195
Ford F350 4x4 Crewcab	1FTWW31P06EA67375	2006	PU198
Ford F350 4x4 Crewcab	1FTWW31P46EA67377	2006	PU199
Ford F350 4x4 Crewcab	1FTWW31P66EA67378	2006	PU200
Ford F350 4x4 Crewcab	1FTWW31P86EA77684	2006	PU201
Ford F350 4x4 Crewcab	1FTWW31PX6EA77685	2006	PU202
Ford F350 4x4 Crewcab	1FTWW31P36EA84834	2006	PU203
Ford F350 4x4 Crewcab Gas	1FTWW31556EA89661	2006	PU204
Ford F350 4x4 Crewcab Gas	1FTWW31576EA89663	2006	PU206
Ford F350 4x4 Cab/Chassis	1EDWW39P36EA89681	2006	PU208
GMC 2500 Ecab	1GTHK29256E121289	2006	PU209
Chev Avalanche	3GNEK12T76G119317	2006	PU210
Ford Crew Cab F150	1FTPW14556FA12028	2006	PU211
Ford F350 4x4 Crewcab	1TFWW31P46EB59203	2006	PU213
Chev 2500 4x4 Long Box (9304)	1GCHK23U73F192168	2003	PU220
Chev 1500 Ex Cab S Box	1GCEK19TX31247537	2003	PU221
Chev 2500 Crewcab L Box	1GCHK23U45F880597	2005	PU222
Ford F350 Crewcab	1FTWW31PX6EC00546	2006	PU223
Ford F150 Crewcab	1FTPW14586KC01635	2006	PU225
Ford F350 Crewcab	1FTWW31P56EA67050	2006	PU226
GMC 2500 4x4 Excab (9348)	1GTHK29U85E277956	2005	PU228
Ford F350 Crewcab	1FTWW31PX25EC69052	2006	PU229
GMC 2500 Crewcab	1GTHK23K17F526750	2007	PU235
Chev.1500 HD C/C	2GCFK13Y471672184	2007	PU236
GMC 2500 HD C/C	1GTHK23627F535914	2007	PU237
Ford F350 Crewcab	1FTWW31PX5EC26191	2005	PU238
GMC Envoy	1GKDT13S372114265	2007	PU239
Ford F350 Crewcab	1FTWW31P97EB04215	2007	PU240
Ford F350 Crewcab	1FTWW31P17EB46149	2008	PU241
GMC 1500 EXCAB	ZGTEK19J781167036	2008	PU242
GMC 1500 EXCAB	1GETK19J78Z223323	2008	PU243
Ford F250 4x4 Crewcab	1FTSX21508EB98720	2008	PU244
Ford F250 4x4 Crewcab	1FT\$X21528EB98718	2008	PU245
Ford F250 4x4 Crewcab	1FTSX21568EC64980	2008	PU246

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	- 22 -		
Ford F350 Crewcab	4 FT 184/24 POOFOO 75 4	2000	D1104**
Gmc 2500 Excab Diese!	1FTWW31588E898734	2008	PU247
Ford F250 Crew Cab 4x4	1GTHK296X8E132746	2008	PU248
Ford F250 Crew Cab 4x4	1FTSX21565EB94358	2005	PU249
Ford F250 Crew Cab 4x4	1FTSX215X5EB24099	2005	PU250
Ford F250 Crew Cab 4x4	1FTSX21506EC35407	2006	PU251
Ford F250 Crew Cab 4x4	1FTSX21506EC35410 1FTSX21566EA31050	2006	PU252
Cat 735 Articulated truck	B1N00248	2006 2005	PU253 TA6062
Cat 735 Articulated truck	B1N00248 B1N00251	2005	TA6062
Cat 735 Articulated truck	AWR00662	2003	TA6114
Cat 735 Articulated truck	AWR00663	2004	TA6115
Cat 735 Articulated truck	B1N00169	2005	TA6117
CAT 773B Rock Wagon	63W02824	1990	TR6525
CAT 777D End Dump	AGC01984	2006	TR6802
CAT 777D End Dump	AGC01988	2006	TR6804
CAT 777D End Dump	AGC01990	2006	TR6805
CAT 777D End Dump	AGC02312	2006	TR6810
CAT 777D End Dump	AGC02324	2006	TR6811
CAT 777D End Dump	AGC02325	2006	TR6812
CAT 777D End Dump	AGC02329	2006	TR6813
CAT 777D End Dump	AGC02330	2006	TR6814
CAT 777F END DUMP	JJRP00730	2007	TR6815R
CAT 777F END DUMP	JRP00781	2007	TR6816R
CAT 777F END DUMP	JRP00957	2007	TR6817R
CAT 777F END DUMP	JRP01126	2007	TR6818R
Kenworth T-800 Lowbed Tractor	1NKDLB9X1RR932395	1994	TS1051
Western Star Fuel Truck	2WKPDCH0PK931107	1993	TS1054
International Gravel Truck	2HSFBCRR6RC083857	1994	TS1055
Western Star Tennco Box	2WLNCCJH6VK946951	1996	TS1057
PACIFIC P12 COAL BOX	T81126-1685	1981	TS1077
PACIFIC P12 COAL BOX	T77118-978	1977	TS1078
KENWORTH 849S COAL BOX	Scrapped	1983	TS1079
Pacific P10 Tractor	T6961-415	1969	TS1080
Pacific P10 Tractor	T7161-510	1971	TS1081
Pacific P10 Tractor Pacific P10 Tractor	T7262-522	1971	TS1082
Kenworth 8495 Water Truck	T7471-828	1974	TS1083
PACIFIC P12 COAL BOX	894802C *75119 904	1975	TS1084
KENWORTH 849S COAL BOX	T75118-894 898341C	1975 1977	TS1085
PACIFIC P12 COAL BOX	781126-1679	1977 1981	TS1086 TS1087
PACIFIC P12 COAL BOX	T81126-1679 T81126-1680	1981	TS1087 TS1088
PACIFIC P12 COAL BOX	T81126-1684	1981	TS1089
PACIFIC P12 COAL BOX	2PPG23020CEA01731	1982	TS1089
PACIFIC P12 COAL BOX	2PPG23020CEA01731	1982	TS1090
PACIFIC P12 COAL BOX	2PPG23020CEA01732	1982	TS1091 TS1092
PACIFIC P12 COAL BOX	2PTG52326LEA02281	1991	TS1092
Pacific P10 Water Truck	T6762-364	1967	TS1094
Pacific P10 Water Truck	T6861-399	1969	TS1095
Pacific P10 Coal Truck	. 4042 333	1971	TS1096
Pacific P10 Sand Truck		1973	TS1090
WESTERN STAR 4900FX	2WLPSDCJ2YK963509	2000	TS1097
WESTERN STAR 4900FX	2WLPSDCJ2YK963634	2000	TS1099

WESTERN STAR 4900FX	5KRALCK87PX55601	2007	TS1100
WESTERN STAR 4900FX	5KJRALCKX7PX55602	2007	TS1101
WESTERN STAR 4900FX	5KJRALCK17PX55603	2007	TS1102
WESTERN STAR 4900FX	5KJRALCK37PX55604	2007	TS1103
WESTERN STAR 4900FX	5KJRALCK57PX55605	2007	TS1104
WESTERN STAR 4900FX	5KJRALCK77PX55606	2007	TS1105
MANAC Coal Trailer	2A90735386A003388	2006	TT1206
MANAC Coal Trailer	2A907353X6A003389	2006	TT1207
MANAC Coal Trailer	2A90735366A003390	2006	TT1208
MANAC Coal Trailer	2A90735386A003391	2006	TT1209
MANAC Coal Trailer	2A907353X6A003392	2006	TT1210
MANAC Coal Trailer	2A90735316A003393	2006	TT1211
Aspen 50T Tridem Lowbed	2A9LB5036M\$47075	1991	TT1212
Aspen 30T Jeep S/A	2A9JT3019MS037076	1991	TT1213
18' Flat Deck Trailer	10672CCA17A85		TT1215
Neils Tandem Pup Trailer	2BG10502E07507750	1975	TT1217
Arnes Belly Dump Trailer	F866	1986	TT1235
Arnes Belly Dump Trailer	2A9172826HA0033559	1987	TT1236
Arnes Belly Dump Trailer	2A9172826HA0033565	1987	TT1237
McCoy Tandem Pup Trailer	141F8706	1977	TT1248
Midland Dump Trailer	2M9A2R6C5SR018178	1995	TT1249
D8N or R DAT Angle Dozer	6AH00180		WB9601
D7H SU Blade			WB9604
D7H LGP DAT Blade			WB9611
Belt Scale			WC7022
Wash Plant (Gold)			WC7133
Portable Compressor 185	6478K		WC8851
Sul'van D210QH Air Compressor	16211A		WC8854
Wiseworth Compressor			WC8858
Amida Light Tower LT 5080	9601-33322	1995	WL8020
Amida Lght Tower LT 5075	9612-37973	1996	WL8025
Amida Light Tower LT 5075	9612-38194	1996	WL8029
Amida Light Tower LT 5075	9707-42524	1 <del>9</del> 97	WL8030
Amida Light Tower LT 5075	9707-42525	1997	WL8031
Amida Light Tower LT 5075	9707-42525	1997	WL8032
Amida Light Tower AL 5080	0108-71730	2001	WL8039
Amida Light Tower AL 5080	0108-71731	2001	WL8040
Amida Light Tower AL 50150	0010-67487	2001	WL8041
Magnum MLT5080	55399	2005	WL8042
Magnum MLT5080	55404	2005	WL8047
992-C Tilt Arm			YA9861
365 Ripper			YA9877
EX1100 Rock Bucket			YB9851
EX1100 Rock Bucket			YB9852
EX1100 Bucket			YB9854
EX1100 Bucket			YB985\$
EX1800 Excavator Bucket	M550F440	1988	YB9856
EX1800 Excavator Front			YB9866
IT28 Bucket Side Dump	2581	1995	YB9871
18 Yd 988 coal bucket			YB9882
f T M Tire Handler (For 966C)		2006	YB9883
19 Yd 988 coal bucket	•		YB9884
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PC1800 Spare Bucket		2008	YB9888
Office Trailer (Dawson City)	13279176	i	ZB7908
Atco 20' Office Trailer			ZB7909
10x20 Surveyors Office		1980	ZB7945
10x26 Wash car		1993	ZB7950
10X40 50/50 Living/office		1982	ZB7955
10X54 Office Unit	\$15403805P	2000	ZB7984
12X32 Skid Lavatory			ZB7984
42x48 Coverall Coverall Tent 70 x 72		2006	ZB7986
10X32 Prefab Office		1999	ZB7990
Coverall Tent 32 x 30		1997	ZB7991
Quanset 38Wx51Lx19H		2001	ZB7992
12x40 Skid Office Unit	BBGGGG		<b>ZB</b> 7993
12 x 60 Office Unit	BBO0005		ZB7996
	126004567		ZB7997
12X55 Wash Unit/tr. R.M. 40' Container	125004568	2004	ZB7998
40' Container			ZC7350
40' Container			ZC7351
40' Container			ZC7352 ZC7353
40' Container			
20' Container			ZC7354 ZC7355
20' Container			ZC7356
40' Container - Heated - Darlen Yd			ZC7357
40' Container - Darlen Yd			ZC7358
30' Container	ICSU137004-4	1998	ZC7359
29' Container (Drill tools & parts)	FBZU 705071-5	1998	ZC7360
40' Container	530193-1	1998	ZC7361
40' Container	330133-1	1330	ZC7361 ZC7362
40' Container	33011280	1998	ZC7362 ZC7363
20' Container	311603-3	1998	ZC7364
20' Container	683033-5	1998	ZC7365
20' Container	274714-3	1998	ZC7366
20' Container	222018-4	1998	ZC7367
20' Container	272148-6	1998	ZC7368
201 Container	212345-2	1998	ZC7369
40' Container Kamloops warehouse			ZC7370
40' HC Insulated Container	7976164	2004	ZC7375
20' Steel Container		1998	ZC7376
20' Steel Container Gen Set 200KW	200675-6	2006	ZC7377
20' Steel Container Gen Set 200KW	200645-8	2006	ZC7378
40' Steel Container	432282-1	2006	ZC7379
40' Steel Container	432443-3	2006	ZC7380
40' Steel Container Lube Station	231835	2006	ZC7381
40' Steel Container - Oil storage			ZC7389
Big Steel Box	NOSU 4331056	2008	ZC7476
10' X 50' Cold Storage (No Value)	Darlen Yard		ZD1901
Can Car 40' Van	663163		ZD1902
Dry Freight 45' Van (Shop # 1)	9.73123E+12	1971	ZD1904
Can Car 40' Van	3097007	1972	ZD1905
40' Can Car Van	3724147003	1972	ZD1916
40 ft Atco Office Trailer	140938109		ZD1921

Freuhauf 45' Parts Trailer	DXS588202	1976	ZD1926
Featherlite 5715	4FG-L0122-1-YD026896		ZD1928
Kentucky Service Trailer	1KKVF482XFL071267		ZD1929
Lube Station (Fireball Equipment Ltd)			ZD1933
45' Parts Van			ZD1940
45KW Kubota Diesel Generator	XX0115	2000	ZG8501
20KW Trailer Mounted Generator	211149	2000	ZG8502
Gen-Set #4 - Kubota 7.5kw	4609415	1985	ZG8504
John Deere Generator 70 kw 600 V	T04045T565559	1997	ZG8506
Homelite Generator 3.5 KW			ZG8510
Deutz 15 kw Generator (821)	502103	2002	ZG8511
Deutz 15 kw Generator (812)			ZG8512
Deutz Genset F2L0912	612806		ZG8515
20 kw Deutz Gen Set & Light Tower	F3L1011	1996	ZG8525
Honda 6.5-6.9 kw Generator	S/N LO 0198		ZG8526
Kubota V1505			ZG8531
Ford F550 4x4	1FDAF57FX1ED48673	2001	ZH2182
Chevy Shop Van (Scrap)	CCE676V141902	1976	ZH2201
36 Passenger Bus Navistar	1HVBBNKM6NH388144	1991	ZH2205
36 Passenger Bus International	1HVLNHGM3HHA17617	1987	ZH2206
Ford F350 4x4 Crewcab	1FDAF57P56EB56366	2006	ZH2214
Ford L700 Welding Truck	N70EVV77581	1975	ZH2223
Ford Cabover Wash Truck	9BFXH81A2JDM04320	1988	ZH2245
Western Star Fuel Truck	2WLPDCJG3BK906755	1 <del>9</del> 81	ZH2253
Freightliner FL60	1FV3GAC3XHB35142	1999	ZH2258
Kenworth T800 Fuel Truck	2NKDLB9X5PM929522	1993	ZH2260
Mack Mechanics Truck (ZW8319)	VG6BA07A4XB601118	1999	ZH2261
Ford E350 Bus 4x4	1FBSS31L46HA64912	2006	ZH2264
Sterling 20T Crane Truck	2FZHAZCVX6AV32545	2006	ZH2266
International Fuel Truck	2HSFBAETIVC024814	1999	ZH2270
Western Star Fuel Truck	2WLPDDCJ2WK951674	1998	ZH2273
F450 Ford Mech Trk	1FDFX47F6YEE51877	2000	ZH2281
	1FDAF57R58EA58277	2008	ZH2282
Kenworth C500B Fuel/lube truck	KCLROX3KM921977	1989	ZH2285
Ford E350 Van	1FBSS31L18DA13815	2008	ZH2286
Ford E350 Van	1FBSS31L48DA24937	2008	ZH2287
Case Uniloader			ZM9302
• • • • • • • • • • • • • • • • • • • •	0500-269	2000	ZM9304
	CCE676V141902		ZM9305
	P1097-2943		ZM9306
Oil Filter Press			ZM9307
Cat Hose Press			ZM9308
Pressure Washer	9041098		ZM9311
350-11 Hermen Neison			ZM9314
Skid Sloop			ZM9315
Skid Sloop			ZM9316
	S/N 99120513		ZM9322
	S/N 1429		ZM9323
Metrotech Locator 9860XT	26064	2003	ZM9332
MacKenzie Yard Fence		2004	ZM9336
Furnace			ZM9340
Landa Steam Cleaner (242)	PG4WS-30224E	2005	ZM9343

Hot Box Trailer		2000	ZM9344
Survey Equipment	4451142665 / 00045751	2005	ZM9346
JLG 45' Man Lift 450A-D	0300045758	1999	ZM9347
Mobile Treatment Center (228)	493		ZM9348
2 5800 Receivers W/-44 Radios			ZM9349
Oil cleaning filter cart		2006	ZM9350
HCCS Heavy Bid Estimate	11341	4000	ZM9351
HCCS Heavy Bid Estimate	11342		ZM9352
Hotsy Steam Cleaner S6 HSS 603829E	7LBDL1.37SF0	2007	ZM9360
Hotsy Steam Cleaner and Trailer	5476921	2008	ZM9361
Flygt Submersible Pump 30 hp 6"	011-9450015		ZP9074
Flygt Submersible Pump 30 hp 6"	011-9450057		ZP9075
4" BS-2125 Sumber. Pump	8920200-234		ZP9079
2,000 Gal Enviro Diesel Tank			ZT1713
Envrio Fuel Vault 1,000	63990503		ZT1730
Tank - Waste Oil	S/N N-593048		ZT1732
10,000 Gallon Fuel Tank			ZT1740
Klein 12,000 Gallon Water Tank (on unit 6625)	35564		ZT1743
Tank Pump and Hose			ZT1752
2200 Gallon Enviro Fuel Tank	18786/1	2006	ZT1753
Watertank (incl with Unit 2257)			ZT1949
Miller Big 40 Welder			ZW8305
Miller Welder 225 AMP			ZW8306
Diesel Welding Machine A500K	107327		ZW8308
Lincoln Welder 400 AMP	253173		ZW8309
Friamat Fusion Processor	0030794	2000	ZW8310
1236 HF 240,60,3 Fusion Machine	9835220-1	1998	ZW8311
412E HV Dips Fusion Unit	98N9400-17	1998	ZW8312
Miller Welder Legend 200amp			ZW8314
Miller Wire Feed Mod Super \$32P			ZW8316
Data Logger for Fusion machine - see ZW8310			ZW8318
Lincoln Welder on unit ZH2261	,		ZW8319
Miller Pro 300 Welder	LE420508	2005	ZW8320
Computer Equipment			
Comp Hardware			
Land - 234 Barber			
Land - Whitehorse Shop			
House - 234 Barber			
Shop - Whitehorse Shop			
Condo - 17 Raven Ridge			