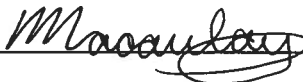


This is Exhibit "A" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/04/13
 Time of Search: 02:22 PM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 39544994
 Customer Reference Number:

Corporate Access Number: 2020888711

Business Number:

Legal Entity Name: HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2017/12/29 YYYY/MM/DD

Registered Office:

Street: 200, 9803 - 101 AVENUE

City: GRANDE PRAIRIE

Province: ALBERTA

Postal Code: T8V0X6

Records Address:

Street: 200, 9803 - 101 AVENUE

City: GRANDE PRAIRIE

Province: ALBERTA

Postal Code: T8V0X6

Email Address: CORPORATE@CLHLAW.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
CARTER	M.	ROY		200, 9803 - 101 AVENUE	GRANDE PRAIRIE	ALBERTA	T8V0X6	CORPORATE@CLHLAW.CA

Directors:

Last Name: QUIGLEY

First Name: RICHARD

Street/Box Number: 13352 TOMPKINS FRONTAGE RD

City: CHARLIE LAKE

Province: BRITISH COLUMBIA

Postal Code: V1J8K7

Voting Shareholders:

Last Name: 398793 B.C. LTD.

Street: 13352 TOMPKINS FRONTAGE RD

City: CHARLIE LAKE

Province: BRITISH COLUMBIA

Postal Code: V1J8K7

Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: AS PROVIDED IN SCHEDULE "A" ATTACHED HERETO.

Share Transfers Restrictions: AS PROVIDED IN SCHEDULE "B" ATTACHED HERETO.

Min Number Of Directors: 1

Max Number Of Directors: 20

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: AS PROVIDED IN SCHEDULE "C" ATTACHED HERETO.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
WOLVERINE GROUP	TN20915740
WOLVERINE MANAGEMENT SERVICES	TN20915765

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2023/01/27

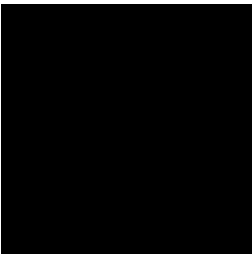
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2017/12/29	Incorporate Alberta Corporation
2022/05/05	Change Director / Shareholder
2022/12/21	Change Address
2022/12/21	Change Agent for Service
2023/01/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

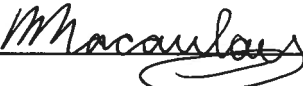
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<u>Share Structure</u>	ELECTRONIC	2017/12/29
<u>Restrictions on Share Transfers</u>	ELECTRONIC	2017/12/29
<u>Other Rules or Provisions</u>	ELECTRONIC	2017/12/29
<u>Memo to File</u>	ELECTRONIC	2018/01/10

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "B" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

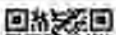
For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **Wolverine Energy and Infrastructure Inc.** ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make



a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of the Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Bank's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further *Guarantees Acknowledgement Act* certificate.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.



- 16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Edmonton in the Province of Alberta, this 3 day of Oct, 2018.

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Per: [Signature]
I/we have the authority to bind the Corporation

Per: _____

This is Exhibit "C" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



THIS GENERAL SECURITY AGREEMENT DATED THE 3 DAY OF Oct, 2018.

BRANCH ADDRESS:

#300 - 700 ST. ALBERT TRAIL
ST. ALBERT, ALBERTA T8N 7J7

1. DEFINITIONS

The following definitions shall apply herein:

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

other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;

- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager; and
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement.

2. GRANT OF SECURITY INTEREST

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

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

3. INDEBTEDNESS SECURED

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

4. ATTACHMENT OF SECURITY INTEREST

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

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere by the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;

- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and,
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000.00,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;



- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;
- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financial statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transactions in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;
- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favour of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,

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

7. EVENTS OF DEFAULT

The following constitute Default:

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



- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

8. ACCELERATION

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

9. REMEDIES

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

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

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

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

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

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

10. BANK MAY REMEDY DEFAULT

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

11. USE OF COLLATERAL

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

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



Notwithstanding the foregoing:

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

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

12. APPROPRIATION OF PAYMENTS

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

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

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

14. MISCELLANEOUS

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

set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.

- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

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

16. INTERPRETATION

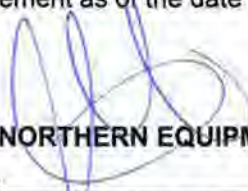
- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security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

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.

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

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



HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

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

Per: _____

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

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1

SCHEDULE "A"**1. SPECIFICALLY DESCRIBED COLLATERAL****(a) Serial Number Goods**

Make, Model, Year of Manufacture, Serial Number

- NIL

(b) Other**2. PURCHASE MONEY SECURITY INTERESTS**

NIL

3. PERMITTED ENCUMBRANCES**HD Northern Equipment Sales and Rentals Inc.**

- 18020120043 – Security Agreement in favour of Integrated Private Debt Fund Gp Inc. and Integrated Private Debt Fund V Lp securing their interest in all present and after acquired personal property of the debtor
- 18080234328 – Garage Keeper's Lien in favour of Brandt Tractor Ltd. on a 2017 HIT ZX270LC, S/N-ARV8102558048HRS
- 18082718614 – Garage Keeper's Lien in favour of Brandt Tractor Ltd. on a 2017 HIT ZX290LC5, S/N-830176
- 18092120368 – Security Agreement in favour of Integrated Private Debt Fund Gp Inc. and Integrated Private Debt Fund V Lp securing their interest in all present and after acquired personal property of the debtor
- 18092120407 – Land Charge in favour of Integrated Private Debt Fund V Lp and Integrated Private Debt Fund Gp Inc.

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

NIL



SCHEDULE "C"**1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS**

- (a) Chief Executive Office
9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1
- (b) Other Locations
NIL

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1

3. LOCATIONS OF COLLATERAL

9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

NIL



This is Exhibit "D" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law

Search ID #: Z16822904

Transmitting Party

MILLER THOMSON LLP
Attention: Accounts Payable
2700, 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50000066
Phone #: 780 429 1751
Reference #: 0179291.0025 SDN

Search ID #: Z16822904 Date of Search: 2023-Nov-30 Time of Search: 09:37:17

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z16822904

Block

2 WOLVERINE EQUIPMENT INC.
10605 - 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15033113018

Block

3 WOLVERINE GROUP INC.
10605 - 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15033113018

Block

4 WOLVERINE MANAGEMENT SERVICES INC.
10605 - 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15040612319

Block

5 GOLF WESTERN INC.
10605 - 172 STREET
EDMONTON, AB T5S 1P1

Status
Deleted by
15040733108

Block

6 GOLF WESTERN LTD.
10605 - 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15040733108

Block

7 WOLVERINE ENERGY AND INFRASTRUCTURE INC.
1400-10303 JASPER AVENUE
EDMONTON, AB T5N 3K3

Status
Current by
18101530243

Block

8 HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
9515 62 AVENUE
EDMONTON, AB T6E 0E1

Status
Current by
23042535268

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Status
Deleted by
22052629531

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904 Date of Search: 2023-Nov-30 Time of Search: 09:37:17

Registration Number: 15033035659 Registration Type: SECURITY AGREEMENT
Registration Date: 2015-Mar-30 Registration Status: Current
Expiry Date: 2061-Mar-30 23:59:59

Exact Match on: Debtor No: 8

Amendments to Registration

Registration Number	Registration Type	Registration Date	Registration Status	Expiry Date
15033109923	Amendment			2015-Mar-31
15033113018	Amendment			2015-Mar-31
15040612319	Amendment			2015-Apr-06
15040725872	Amendment			2015-Apr-07
15040733108	Amendment			2015-Apr-07
16071832535	Amendment			2016-Jul-18
16082311999	Amendment			2016-Aug-23
17120115672	Amendment			2017-Dec-01
18032110471	Amendment			2018-Mar-21
18032130435	Amendment			2018-Mar-21
18101235834	Renewal			2018-Oct-12
18101530243	Amendment			2018-Oct-15
18101530936	Renewal			2018-Oct-15
22052629531	Amendment			2022-May-26
23042535268	Amendment			2023-Apr-25

Debtor(s)

Block	Debtor	Status
1	1549668 ALBERTA LTD. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current

Search ID #: Z16822904

Block

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

Status
Current by
22052629531

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1NKDL00X6BJ946296	2011	Kenworth T800	MV - Motor Vehicle	Deleted By 16071832535
2	VCECR145A00210300	2015	Volvo excavator- ECR145DL	MV - Motor Vehicle	Deleted By 16071832535
3	1NKDX4TX6FJ971101	2015	Kenworth T800	MV - Motor Vehicle	Deleted By 16082311999
4	VCEC220DL00210094	2012	Volvo EC220DL	MV - Motor Vehicle	Deleted By 16071832535
5	BCT03041151C	2011	Gryo Trac mulcher GT25XP	MV - Motor Vehicle	Deleted By 16082311999
6	BT251156C	2007	Gryo Trac mulcher	MV - Motor Vehicle	Deleted By 16082311999
7	C250GBJ08409	2008	CMI Hurricane mulcher	MV - Motor Vehicle	Deleted By 16082311999
8	C250GBJ14215	2011	CMI Hurricane mulcher	MV - Motor Vehicle	Deleted By 16082311999
9	C250GBJ14315	2011	CMI Hurricane mulcher	MV - Motor Vehicle	Deleted By 16082311999
10	XJDXL06.8016	1900	HydraGroup laydown catwalk	TR - Trailer	Deleted By 16082311999
11	1JDXL06.8016	1900	Jayco laydown catwalk	TR - Trailer	Deleted By 16082311999
12	404045D831540	1900	Kevtech laydown catwalk	TR - Trailer	Deleted By 16082311999
13	CAT0160MLB9T00114	2009	Caterpillar 160M Motor Gr	TR - Trailer	Current By 18032110471
14	7XM02923	1998	Caterpillar D8R Rebuilt T	TR - Trailer	Current By 18032110471
15	CAT00D7RVAG00636	2004	Caterpillar D7R Rebuilt T	TR - Trailer	Current By 18032110471
16	CAT0336ETFJH00888	2013	Caterpillar 336 EL Excava	TR - Trailer	Current By 18032110471

Search ID #: Z16822904

17	KMTPC241T54A25287	2013	Komatsu PC 290LC - 10 Exc	TR - Trailer	Current By 18032110471
18	7TL00721	1996	CAT D9R Dozer	TR - Trailer	Deleted By 22052629531
19	CAT00D8TCKPZ01512	2007	CAT D8T DOZAT	TR - Trailer	Current By 18032110471
20	WCG00457	2008	Caterpillar D6T Tractor	TR - Trailer	Current By 18032130435

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR	Current
2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.	Current
3	One (1) Hydra Group Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 48-ft long powered by John Deer Model 4045DF150G, Unit no. CW 001, Engine Family - XJDXL06.8016 One (1) Jayco Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 002, Engine Family - 1JDXL06.8016 One (1) Catwalk, Lay-down Kevtech Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 003, Engine Serial - 404045D831540, Unit Serial - TD4045	Deleted By 15033113018
4	The full descriptions of Serial Numbered Collateral blocks 10, 11 and 12 above are: One (1) Hydra Group Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 48-ft long powered by John Deer Model 4045DF150B, Unit no. CW 001, Engine Family - XJDXL06.8016 One (1) Jayco Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 002, Engine Family - 1JDXL06.8016 One (1) Catwalk, Lay-down Kevtech Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 003, Engine Serial - 404045D831540, Unit Serial - TD4045	Deleted By 16082311999

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904 Date of Search: 2023-Nov-30 Time of Search: 09:37:17

Registration Number: 18092120407	Registration Type: LAND CHARGE
Registration Date: 2018-Sep-21	Registration Status: Current
	Registration Term: Infinity

Exact Match on: Debtor No: 6

Amendments to Registration

19021418095	Amendment	2019-Feb-14
19022608424	Amendment	2019-Feb-26
22090117529	Amendment	2022-Sep-01

Debtor(s)

Block	Description	Status
1	WOLVERINE ENERGY AND INFRASTRUCTURE INC. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
2	WOLVERINE EQUIPMENT INC. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
3	BEARING OILFIELD SERVICES LTD. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
4	WOLVERINE CONSTRUCTION INC. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current

Search ID #: Z16822904

5	Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,139jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, DW, Yellow Band, 9jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,083jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, PE, Yellow Band, 24jts, R-3	Current By 17120115672
6	Caterpillar D6T Tractor S/N WCG00457	Deleted By 18032130435

Particulars

Block	Additional Information	Status
1	"Debtor 8, HD Northern Equipment Sales and Rentals Inc., is added to this registration pursuant to s. 51 of the Personal Property Security Act.	Current By 23042535268
2	Registration is subject to an Amended and Restated Priority Agreement amongst FIERA PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., for itself and as collateral agent of FIERA PRIVATE DEBT FUND VI LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., SECURED PARTY and DEBTORS.	Current By 23042535268

Search ID #: Z16822904

Block	Description	Status
5	HD ENERGY RENTALS LTD. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
6	HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
7	LIBERTY ENERGY SERVICES LTD. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
8	WTI RENTALS LTD. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current
9	FLO-BACK EQUIPMENT AND SALES RENTALS INC. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Deleted by 19021418095
10	BEARING TRANSPORT INC. 9515 62 AVENUE NW CALGARY, AB T6E 0E1	Current
11	FLO-BACK EQUIPMENT RENTAL AND SALES LTD. 9515 62 AVENUE NW EDMONTON, AB T6E 0E1	Current by 19021418095
1	INTEGRATED PRIVATE DEBT FUND V LP 70 UNIVERSITY AVENUE, SUITE 1200 TORONTO, ON M5J 2M4	Deleted by 19022608424

Search ID #: Z16822904

Block
 2 INTEGRATED PRIVATE DEBT FUND GP INC.
 227 KING STREET SOUTH, PO BOX 1601
 TORONTO, ON M5J 2M4
Status
 Deleted by
 22090117529

Block
 3 INTEGRATED PRIVATE DEBT FUND V LP, AS COLLATERAL AGENT
 70 UNIVERSITY AVENUE, SUITE 1200
 TORONTO, ON M5J 2M4
Status
 Deleted by
 22090117529

Block
 4 INTEGRATED PRIVATE DEBT FUND GP INC.
 227 KING STREET SOUTH, PO BOX 1601
 TORONTO, ON M5J 2M4
 Email: pmedeiros@iamgroup.ca
Status
 Current by
 22090117529

Block
 5 INTEGRATED PRIVATE DEBT FUND V LP, AS COLLATERAL AGENT
 70 UNIVERSITY AVENUE, SUITE 1200
 TORONTO, ON M5J 2M4
 Email: pmedeiros@iamgroup.ca
Status
 Current by
 22090117529

Particulars

Block Additional Information Status
 1 This registration is subject to an Amended and Restated Priority Agreement between the Secured Party and Canadian Western Bank and is subordinated to the Canadian Western Bank registration numbers Z2080422352 and Z2080422412.
 Current By
 22090117529

Search ID #: Z16822904

Business Debtor Search For:
 HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
Search ID #: Z16822904 **Date of Search:** 2023-Nov-30 **Time of Search:** 09:37:17

Registration Number: 18101023937 Registration Type: SECURITY AGREEMENT
 Registration Date: 2018-Oct-10 Registration Status: Current
 Expiry Date: 2043-Oct-10 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18101843436	Amendment	2018-Oct-18
23042535366	Amendment	2023-Apr-25
23070511979	Amendment	2023-Jul-05
23072518024	Amendment	2023-Jul-25
23082930252	Amendment	2023-Aug-29
23101830989	Amendment	2023-Oct-18

Debtor(s)

Block Status
 1 HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Block Status
 2 WOLVERINE EQUIPMENT INC.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Block Status
 3 BEARING OILFIELD SERVICES LTD.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Search ID #: Z16822904

Block Status
 4 WOLVERINE GROUP INC.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Block Status
 5 HD ENERGY RENTALS LTD.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Block Status
 6 BEARING TRANSPORT INC.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Block Status
 7 BHW EMPLOYMENT SERVICES INC.
 1400-10303 JASPER AVE NW
 EDMONTON, AB T5J 3N6
 Current

Block Status
 8 WOLVERINE CONSTRUCTION INC.
 1400-10303 JASPER AVENUE
 EDMONTON, AB T5J 3N6
 Current by
 18101843436

Block Status
 9 WOLVERINE MANAGEMENT SERVICES INC.
 1400 - 10303 JASPER AVENUE
 EDMONTON, AB T5J 3N6
 Current by
 18101843436

Block Status
 10 WESTERN CANADIAN MULCHING LTD.
 1711 9TH STREET
 NISKU, AB T9E 0E3
 Current by
 23042535366

Block Status
 11 WOLVERINE ENERGY AND INFRASTRUCTURE INC.
 450, 1010 - 8 AVENUE SW
 CALGARY, AB T2P 1J2
 Current by
 23101830989

Search ID #: Z16822904

Secured Party / Parties

Block Status
 1 CANADIAN WESTERN BANK
 #100, 12230 JASPER AVENUE
 EDMONTON, AB T5N 3K3
 Deleted by
 23042535366

Block Status
 2 CANADIAN WESTERN BANK
 #100, 12230 JASPER AVENUE
 EDMONTON, AB T5N 3K3
 Email: CSNA.Collsec@cwbank.com
 Current by
 23042535366

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1FD0W5HT1GEA76085	2016	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
2	1GT42TCY3KF145936	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
3	1GT42TCY8KF147035	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
4	1GT42TCY3KF148089	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
5	3C7WRNBLKG563194	2019	RAM 550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
6	3C7WRNBL3KG563193	2019	RAM 550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
7	5UXCX8C0XL9D05661	2020	BMW X7 M50i	MV - Motor Vehicle	Current By 23042535366
8	1FTEW1EG0HKD50289	2017	FORD F-150	MV - Motor Vehicle	Current By 23042535366
9	1DW410ETKEE665936	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
10	1DW410ETVEE666024	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
11	1FD0W5HT1GEA76085	2016	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
12	1GT42TCY3KF145936	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
13	1GT42TCY8KF147035	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979

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Search ID #: Z16822904

Table with 5 columns: Line number, Registration Number, Year, Make/Model, and Status. Contains 33 rows of vehicle registration data.

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Search ID #: Z16822904

Table with 5 columns: Line number, Registration Number, Year, Make/Model, and Status. Contains 34 rows of vehicle registration data.

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Table with 5 columns: Line number, Registration Number, Year, Make/Model, and Status. Contains 33 rows of vehicle registration data.

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Search ID #: Z16822904

Table with 5 columns: Line number, Registration Number, Year, Make/Model, and Status. Contains 34 rows of vehicle registration data.

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92	VCE0A30FA00082211	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
93	VCE0A30FK00082252	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
94	VCE0A30FJ00082253	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
95	VCE0A30FE00082309	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
96	VCE0A30FH00082308	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
97	VCE0A30FK00082316	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
98	VCEA30FT00082314	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
99	1FD0W5HT5NEC49913	2022	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
100	1FD0W5HT7NEC49914	2022	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
101	3B6MF3663WM286207	1998	RAM 5500	MV - Motor Vehicle	Deleted By 23070511979
102	3D6WU7CL8BG579213	2011	RAM 5500	MV - Motor Vehicle	Deleted By 23070511979
103	1B7MF33791J518498	2001	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
104	3C63D3CL1CG285503	2012	RAM 3500 HD CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
105	3D7UT2CL9AG120702	2010	RAM 2500	MV - Motor Vehicle	Deleted By 23070511979
106	3C63R3HJ9EG260473	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
107	3C63R3HJ9EG260358	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
108	3C63R3HJ0EG260359	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
109	1C6RR7GT8ES364997	2014	RAM 1500	MV - Motor Vehicle	Deleted By 23070511979
110	1FT7W2B62EEA23705	2014	FORD F-250	MV - Motor Vehicle	Deleted By 23070511979
111	1FT7W2B60EEA23704	2014	FORD F-250	MV - Motor Vehicle	Deleted By 23070511979

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112	3C63R3DL8HG661265	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
113	3C63R3HJXJG100337	2018	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
114	1FTEW1E45KFB07700	2019	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
115	3C7WRNBL1DG581713	2013	RAM 5500 HD CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
116	1C6SRFR75KN558924	2019	RAM 1500	MV - Motor Vehicle	Deleted By 23070511979
117	3C63R3HL7JG293161	2018	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
118	1FD0W5HT9KEE47423	2019	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
119	1FT8W3BTXKED05196	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
120	1FT8W3BT7KEF67306	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
121	1FT8W3BT8KEG27318	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
122	11731	1111	KUBOTA SVL90	MV - Motor Vehicle	Deleted By 23070511979
123	2F9PL336863017113	1111	16' ROYAL CARGO TRAILER	TR - Trailer	Deleted By 23070511979
124	3BZHP18237C004994	1111	7' X 18' UTILITY TRAILER,	TR - Trailer	Deleted By 23070511979
125	5Y4AM16W4BA303068	1111	YAMAHA RHINO	MV - Motor Vehicle	Deleted By 23070511979
126	4ZESA1017D1032959	1111	UTILITY TRAILER	TR - Trailer	Deleted By 23070511979
127	DD511T40503	1111	SUXUKI CARRY 4X4	MV - Motor Vehicle	Deleted By 23070511979
128	2RGGH3026D1000674	1111	TRAILER RAINBOW	TR - Trailer	Deleted By 23070511979
129	PTD3RXD3RXP001690	1111	TRAILER CAR-HAULER 20'	TR - Trailer	Deleted By 23070511979
130	5KTSS1516EF507963	1111	FLAT DEC SINGLE AXLE TR	TR - Trailer	Deleted By 23070511979

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131	1HFVE031XJ4300091	2018	HONDA 5X5500M2J UTL,	MV - Motor Vehicle	Deleted By 23070511979
132	1HFVE02J7K4500087	2019	2019 HONDA SXS700M4DK UTV	MV - Motor Vehicle	Deleted By 23070511979
133	933700011	2004	BOMBARDIER BR 120 TROOPER	MV - Motor Vehicle	Deleted By 23070511979
134	3FRPX7FL3BV455314	2011	FORD F750 XLT HMF1720-K P	MV - Motor Vehicle	Deleted By 23070511979
135	2S9LN546733012533	2003	ROYAL 8'X26' CARGO UTILIT	TR - Trailer	Deleted By 23070511979
136	46UF1821B1130075	2011	ROADCLIPPER FLATBED TRAIL	TR - Trailer	Deleted By 23070511979
137	46UFU2022A1125029	2010	ROADCLIPPER FLATBED TRAIL	TR - Trailer	Deleted By 23070511979
138	2JADH7726A1001774	2010	CJAY EQUIPMENT TRAILER 8'	TR - Trailer	Deleted By 23070511979
139	4UGFG3631HD030593	2017	ABU 8.5' X 36' GOOSENECK	TR - Trailer	Deleted By 23070511979
140	4ZESA1017D1032959	1111	UTILITY TRAILER	TR - Trailer	Deleted By 23070511979
141	4J6DG14274B058051	1111	5TH WHEEL DUMP TRAILER	TR - Trailer	Deleted By 23070511979
142	5NHUEH422GB453951	1111	CARGOMATE 7X14 TRAILER	TR - Trailer	Deleted By 23070511979
143	TDE617U576346	1977	GMC SA GRAIN TRUCK	MV - Motor Vehicle	Deleted By 23070511979
144	1HTSCAAP2XH682036	1999	INTERNATIONAL 700 BUCKET	MV - Motor Vehicle	Deleted By 23070511979
145	1XKDB0X97R933386	2007	KENWORTH T800 TANDEM WINC	MV - Motor Vehicle	Deleted By 23070511979
146	1XPTD40XXJ497086	2018	PETERBILT 389 TANDEM TRAC	MV - Motor Vehicle	Current By 23042535366
147	2G9DS63T3LB105001	2020	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
148	2G9DS63T6LB105011	2020	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
149	2G9DS63T4NB105091	2022	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
150	2M5130977D1135173	2013	MANAC SUPER B LEAD	TR - Trailer	Deleted By 23070511979

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151	2M5120859D1135176	2013	MANAC SUPER B PUP	TR - Trailer	Deleted By 23070511979
152	2K9LB3586LL072087	2020	GERRY'S LOWBOY TRI AXLE 5	TR - Trailer	Deleted By 23070511979
153	2K9TD1118NL072246	2022	GERRY'S BOOSTER SINGLE AX	TR - Trailer	Deleted By 23070511979
154	2K9KB226XLL072120	2020	GERRY'S JEEP TAN/TRI NECK	TR - Trailer	Deleted By 23070511979
155	2M5131615F1147086	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
156	2M5131617F1147090	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
157	2M513161691120435	2009	MANAC RED TRI HIGH AXLE F	TR - Trailer	Deleted By 23070511979
158	2M5131618F1147082	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
159	2M5131611F1147084	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
160	2M5131616F1147088	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
161	2M5131616G1153450	2016	MANAC RED 53' TRI AXLE ST	TR - Trailer	Deleted By 23070511979
162	2R9CS4338DD144212	2013	TRI AXLE TROMBONE STEP DE	TR - Trailer	Deleted By 23070511979
163	1T0333GKEKE355438	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
164	2M5131582D1137840	2013	MANAC A/R W/LIVE ROLL TRI	TR - Trailer	Current By 23042535366
165	1T0333GKKE355457	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Current By 23042535366
166	1T0333GKKE355445	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
167	1T0333GKVKE355790	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
168	1T0331GKHJE339385	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
169	1T0331GKHJE339813	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Current By 23042535366

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Table with 5 columns: Line number, VIN, Year, Make/Model, and Status. Contains records 170-189.

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Table with 5 columns: Line number, VIN, Year, Make/Model, and Status. Contains records 190-208.

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Table with 5 columns: Line number, VIN, Year, Make/Model, and Status. Contains records 209-228.

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Table with 5 columns: Line number, VIN, Year, Make/Model, and Status. Contains records 229-247.

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248	EEH01141	2011	CATERPILLAR 345DL	MV - Motor Vehicle	Current By 23042535366
249	1FF380GXKDD900028	2013	JOHN DEERE 380G	MV - Motor Vehicle	Current By 23042535366
250	GXVE470783	2014	JOHN DEERE 470G	MV - Motor Vehicle	Current By 23042535366
251	A41843	2018	KOMATSU 490LC	MV - Motor Vehicle	Current By 23042535366
252	65039	2011	KOMATSU PC 800	MV - Motor Vehicle	Current By 23042535366
253	171261	2017	FAE UMM/EX150 VT	MV - Motor Vehicle	Current By 23042535366
254	181509	2018	FAE UML/HV125 VY	MV - Motor Vehicle	Current By 23042535366
255	1HF01939	1990	CATERPILLAR IT28	MV - Motor Vehicle	Current By 23042535366
256	HLN01TC0000425	2012	HYUNDAI HL740	MV - Motor Vehicle	Current By 23042535366
257	1DW644KZCED659152	2014	JOHN DEERE 644K	MV - Motor Vehicle	Current By 23042535366
258	1DW544KZHD681522	2012	JOHN DEERE 544K	MV - Motor Vehicle	Current By 23042535366
259	1DW844KCCJF689030	2018	JOHN DEERE 844K	MV - Motor Vehicle	Current By 23042535366
260	4YZ02360	2000	CATERPILLAR 236 SKID	MV - Motor Vehicle	Current By 23042535366
261	5JWJU1629B1047289	2011	SURE TRAC UTILITY	TR - Trailer	Current By 23042535366
262	3GCUKSEC9JG107474	2018	CHEVROLET 1500	MV - Motor Vehicle	Current By 23042535366
263	B9T00114	2009	CATERPILLAR 160M	MV - Motor Vehicle	Current By 23042535366
264	1FF350GXLKF814008	2019	JOHN DEERE 350GLC	MV - Motor Vehicle	Current By 23042535366
265	1GTUUEEL2PZ155029	2023	GMC Sierra 1500	MV - Motor Vehicle	Current By 23042535366
266	NHAF2791	2011	NHAF2791	TR - Trailer	Current By 23042535366
267	7591	2011	WL12X60E/E SITE TRAILER	TR - Trailer	Current By 23042535366

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268	8071	2011	ALTA-FAB SITE TRAILER	MV - Motor Vehicle	Current By 23042535366
269	BCT05041160	2004	Gyro Trac GT-18 Mulcher	MV - Motor Vehicle	Current By 23101830989
270	BCT25061063C	2005	Gyro Trac GT-25 Mulcher	MV - Motor Vehicle	Current By 23101830989
271	BCT25061110C	2006	Gyro Trac GT-25	MV - Motor Vehicle	Current By 23101830989
272	BCT25061111C	2005	Gyro Trac GT-25 Mulcher	MV - Motor Vehicle	Current By 23101830989
273	BCT25061096C	2006	Gyro Trac GT-25 Mulcher	MV - Motor Vehicle	Current By 23101830989
274	BCT251156C	2007	Gyro Trac GT-25 Mulcher	MV - Motor Vehicle	Current By 23101830989
275	6CB125029810207	2007	Lamtrac 6125 Mulcher	MV - Motor Vehicle	Current By 23101830989
276	6CB125064R21007	2007	Lamtrac 6126 Mulcher	MV - Motor Vehicle	Current By 23101830989
277	6CB125028R10207	2007	Lamtrac 6127 Mulcher	MV - Motor Vehicle	Current By 23101830989
278	6CB125040R10407	2007	Lamtrac 6128 Mulcher	MV - Motor Vehicle	Current By 23101830989
279	6CB125062R20907	2007	Lamtrac 6129 Mulcher	MV - Motor Vehicle	Current By 23101830989
280	6CB125095R10307	2007	Lamtrac 6130 Mulcher	MV - Motor Vehicle	Current By 23101830989
281	6CB125032R10307	2007	Lamtrac 6131 Mulcher	MV - Motor Vehicle	Current By 23101830989
282	6CB120508R20808	2008	Lamtrac 6132 Mulcher	MV - Motor Vehicle	Current By 23101830989
283	6CB125089R21108	2008	Lamtrac 6133 Mulcher	MV - Motor Vehicle	Current By 23101830989
284	6CB125086R21008	2008	Lamtrac 6134 Mulcher	MV - Motor Vehicle	Current By 23101830989
285	6CB125042R10407	2008	Lamtrac 6135 Mulcher	MV - Motor Vehicle	Current By 23101830989
286	6CB125070R20509	2008	Lamtrac 6136 Mulcher	MV - Motor Vehicle	Current By 23101830989

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287	6CB125087R21008	2008	Lamtrac 6137 Mulcher	MV - Motor Vehicle	Current By 23101830989
288	GBJ14215	2011	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
289	GBJ14315	2011	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
290	GBJ08409&07503	2008	CMI Crawler Mulcher	MV - Motor Vehicle	Current By 23101830989
291	BGJ13214	2011	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
292	GBC29119	2014	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
293	GBJ22717	2013	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
294	GBJ17816	2012	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
295	GBJ19416	2013	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
296	GBJ19216	2012	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
297	GBJ12314	2011	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
298	GBJ13314	2011	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
299	GBJ108012	2010	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
300	GBJ07406	2014	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
301	GBJ07506	2014	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
302	GBJ07706	2014	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
303	GBJ08206	2014	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
304	GBJ06205	2013	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
305	GBJ06505	2013	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
306	GBJ03203	2011	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989

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Personal Property Registry Search Results Report

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Search ID #: Z16822904

307	GBJ24018	2014	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
308	GBJ23218	2014	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
309	GBJ23918	2014	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
310	GBJ22117	2013	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
311	GBJ17216	2012	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
312	GBJ15315	2012	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
313	GBJ20716	2012	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
314	GBJ21016	2012	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
315	GBJ08109	2007	CMI Hurricane C250	MV - Motor Vehicle	Current By 23101830989
316	GBJ03503	2012	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
317	GBJ02803	2011	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
318	GBJ02203	2011	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
319	GBJ01202	2010	CMI Twister II C175	MV - Motor Vehicle	Current By 23101830989
320	FF0CG6P200096	2006	Hitachi Excavator Mulcher	MV - Motor Vehicle	Current By 23101830989
321	1T0650KXKGF298187	2016	John Deere 650K LGP	MV - Motor Vehicle	Current By 23101830989
322	1T0450JXPDD255144	2014	John Deer 450J LGP	MV - Motor Vehicle	Current By 23101830989
323	81082	2016	Komatsu WA270-7 Loader	MV - Motor Vehicle	Current By 23101830989
324	T0650JX114898	2006	John Deer 650 Dozer	MV - Motor Vehicle	Current By 23101830989
325	T0450JX131427	2006	John Deere 450J Dozer	MV - Motor Vehicle	Current By 23101830989

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Personal Property Registry Search Results Report

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Search ID #: Z16822904

326	JAF0371363	2002	Case Skidsteer	MV - Motor Vehicle	Current By 23101830989
327	1FT8W38TXED05196	2019	Ford 4x4 Truck	MV - Motor Vehicle	Current By 23101830989
328	1FT8W38T7KEF67306	2019	Ford 4x4 Truck	MV - Motor Vehicle	Current By 23101830989
329	1FT8W38T8KEG27318	2019	Ford 4x4 Truck	MV - Motor Vehicle	Current By 23101830989
330	3C7WWRNBL1DG581713	2013	Dodge Ram 5500 SLT	MV - Motor Vehicle	Current By 23101830989
331	3C63R3HJXJG100337	2018	Dodge Ram 3500 SLT	MV - Motor Vehicle	Current By 23101830989
332	3C63R3HJ9EG260358	2014	Dodge Ram 3500 SLT	MV - Motor Vehicle	Current By 23101830989
333	3C63R3HUDEG260359	2014	Dodge Ram 3500 SLT	MV - Motor Vehicle	Current By 23101830989
334	3C63R3HJ9FG260473	2014	Dodge Ram 3500 SLT	MV - Motor Vehicle	Current By 23101830989
335	3C63D3CL1CG285503	2012	Dodge Ram 3500 SLT	MV - Motor Vehicle	Current By 23101830989
336	3D7UT2CL9AG120702	2010	Dodge Ram 2500	MV - Motor Vehicle	Current By 23101830989
337	1FT7W2860EEA23704	2014	Ford F250 XL	MV - Motor Vehicle	Current By 23101830989
338	1FT7W2862EEA23705	2014	Ford F250 XL	MV - Motor Vehicle	Current By 23101830989
339	1C6RR7GT8E5364997	2014	Dodge Ram 1500 SLT	MV - Motor Vehicle	Current By 23101830989
340	5NHUE422G8453951	2016	Cargo Mate 7x14	TR - Trailer	Current By 23101830989
341	4UGF63631HD030593	2017	ABU Tridem Gooseneck	TR - Trailer	Current By 23101830989
342	46UFU1821B1130075	2011	Road Clipper Tandem Flat	TR - Trailer	Current By 23101830989
343	46UFU2022A1125029	2010	Road Clipper Tandem Flat	TR - Trailer	Current By 23101830989
344	2S9LN546733012533	2003	Royal Tandem Gooseneck	TR - Trailer	Current By 23101830989
345	2JADH7726A1001774	2010	C Jay Tandem	TR - Trailer	Current By 23101830989

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Personal Property Registry Search Results Report

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Search ID #: Z16822904

346	2BYUG2J7CNC000056	2022	Brandt UHR1256	TR - Trailer	Current By 23101830989
347	5JW1D1420E2091299	2014	Sure-Trac Scissor Dump	TR - Trailer	Current By 23101830989
348	1NKDL00X681946296	2011	Kenworth T800	MV - Motor Vehicle	Current By 23101830989
349	1XKDDBC002R965403	2002	Kenworth T800	MV - Motor Vehicle	Current By 23101830989
350	1XPWD49X6C0150986	2011	Peterbuilt	MV - Motor Vehicle	Current By 23101830989
351	2NKMLD9X47M995832	2007	Kenworth T300	MV - Motor Vehicle	Current By 23101830989
352	1FD0W5HT08E850900	2011	Ford F550	MV - Motor Vehicle	Current By 23101830989
353	3D6WU7CL2BG597478	2011	Dodge Truck	MV - Motor Vehicle	Current By 23101830989
354	3C7WRNBL3KG563193	2019	Dodge Ram 3500	MV - Motor Vehicle	Current By 23101830989
355	3C7WRNBL5KG563194	2019	Dodge Ram 5500	MV - Motor Vehicle	Current By 23101830989
356	1FT8W3B668E021092	2011	Ford F350 4x4	MV - Motor Vehicle	Current By 23101830989
357	1FT7W38506ED09134	2011	Ford Truck	MV - Motor Vehicle	Current By 23101830989
358	3C6UR5FJ5FG624604	2015	Dodge 2500 Laramie	MV - Motor Vehicle	Current By 23101830989
359	3C6UR50F2FG507257	2015	Dodge 2500 SLT	MV - Motor Vehicle	Current By 23101830989
360	1FT8W38T4HEC92339	2017	Ford F350	MV - Motor Vehicle	Current By 23101830989
361	1FT8WCBT1HED00586	2017	Ford F350	MV - Motor Vehicle	Current By 23101830989
362	1GTHK33678F220047	2008	GMC 3500 4x4	MV - Motor Vehicle	Current By 23101830989
363	1FRAA9627KB004803	1989	Great 48' Tridem Van TR	TR - Trailer	Current By 23101830989
364	2J9C252691W047213	2004	Agrizzis 7x14 Trailer	TR - Trailer	Current By 23101830989

Government of Alberta

Personal Property Registry Search Results Report

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Search ID #: Z16822904

365	2K9LB354485L052360	2005	K-Line Lowboy Scissorneck	TR - Trailer	Current By 23101830989
366	5JWTLJ3036A1035791	2010	Deckover Tri-Axle Flatdec	TR - Trailer	Current By 23101830989
367	259JLS364A3023534	2010	Royal Enclosed	TR - Trailer	Current By 23101830989
368	2G9D563T3LB105001	2020	Gincor	TR - Trailer	Current By 23101830989
369	2G9D563T4NB105091	2022	Gincor Trailer	TR - Trailer	Current By 23101830989
370	2M5130977D1135173	2013	Manac Super B Lead	TR - Trailer	Current By 23101830989
371	2M5120859D1135176	2013	Manac Super B Pup	TR - Trailer	Current By 23101830989
372	2592P121141090163	2004	SWS Flatdeck	TR - Trailer	Current By 23101830989
373	2592P141X61090012	2006	SWS Flatdeck	TR - Trailer	Current By 23101830989
374	2592P121861090602	2006	SWS Flatdeck	TR - Trailer	Current By 23101830989
375	5NHU8L621DT440302	2013	Forest River 16' Enclosed	TR - Trailer	Current By 23101830989
376	5NHUCMV29DT440293	2013	Forest River 20' Enclosed	TR - Trailer	Current By 23101830989
377	478TE252634200343	2003	Honda 350 ATV	MV - Motor Vehicle	Current By 23101830989
378	478TE222944501565	2004	Honda 450 ATV	MV - Motor Vehicle	Current By 23101830989
379	1HFTTE256964500916	2006	Honda 350 ATV	MV - Motor Vehicle	Current By 23101830989
380	1HFWE02JK4500087	2019	Honda SXS 500 ATV	MV - Motor Vehicle	Current By 23101830989
381	1HFVF031XJ4300091	2018	Honda SXS 500 ATV	MV - Motor Vehicle	Current By 23101830989
382	4XARH50A5BB079590	2011	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
383	4XARH502BB417303	2011	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
384	4XARH50A4CB427588	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989

Government of Alberta

Personal Property Registry Search Results Report

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Search ID #: Z16822904

385	4XARH50S9CB442166	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
386	4XARH50AXC6435596	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
387	4XARH50A5C8446621	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
388	4XARH50A4C8443984	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
389	4XARH50AACB446691	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
390	4XARH50A9CB449392	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
391	2BP5GA7807V001030	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
392	2BP5GA7027V000470	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
393	2BP5GA7A27V000534	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
394	2BP5GA7B67V001064	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
395	2BP5GA7B77V000948	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
396	2BP5GA8A38V000283	2008	Ski Doo	MV - Motor Vehicle	Current By 23101830989
397	2BP5GA88C8V000015	2008	Ski Doo	MV - Motor Vehicle	Current By 23101830989
398	JYE88D00X9A047509	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
399	JYE88D0099A047517	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
400	JYE88D0099A047517	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
401	JYE88D0069A047507	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
402	JYE88D0049A047523	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
403	JYE88D000A051116	2010	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989

Search ID #: Z16822904

404	JYE88D0038A056431	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
405	JYE88D0008A056435	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
406	JYE88D0018A056430	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
407	JYE88D0018A056444	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
408	JYE88D0028A056436	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current
2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.	Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904

Date of Search: 2023-Nov-30

Time of Search: 09:37:17

Registration Number: 18101024338	Registration Type: SECURITY AGREEMENT
Registration Date: 2018-Oct-10	Registration Status: Current
	Expiry Date: 2043-Oct-10 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18101231794	Amendment	2018-Oct-12
19010409482	Amendment	2019-Jan-04
19040235546	Amendment	2019-Apr-02
19102438648	Amendment	2019-Oct-24
20091810903	Amendment	2020-Sep-18
20112418155	Amendment	2020-Nov-24
21092318121	Amendment	2021-Sep-23
22051837509	Amendment	2022-May-18
23042535295	Amendment	2023-Apr-25

Debtor(s)

Block	Description	Status
1	WOLVERINE ENERGY AND INFRASTRUCTURE INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
2	HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 9515 62 AVENUE EDMONTON, AB T6E 0E1	Current by 23042535295

Search ID #: Z16822904

Block	Description	Status
3	NORTHERN CROSS OILFIELD SERVICES LTD. PO BOX 7705 PEACE RIVER, AB T8S 1T3	Current by 23042535295

Block	Description	Status
4	DEBOLT, RODNEY PO BOX 7705 PEACE RIVER, AB T8S 1T3	Current by 23042535295

Secured Party / Parties

Block	Description	Status
1	CANADIAN WESTERN BANK #100, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3	Deleted by 20091810903

Block	Description	Status
2	CANADIAN WESTERN BANK #100, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Email: brian.ballman@cwbank.com	Current by 20091810903

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	CAT0160MLB9T00114	2009	CAT160M Motor Gr	MV - Motor Vehicle	Current
2	7XM02923	1998	CAT D8R Rebuilt	MV - Motor Vehicle	Current
3	CAT00D7RVAG00636	2004	CAT D7R Rebuilt	MV - Motor Vehicle	Current
4	CAT0336ETFJH0088	2013	CAT 336 EL Excava	MV - Motor Vehicle	Current
5	KMTPC241T54A25287	2013	Komatsu PC 290LC	MV - Motor Vehicle	Current
6	7TL00721	1996	CAT D9R Dozer	MV - Motor Vehicle	Deleted By 22051837509
7	CAT00D8TCKPZ01512	2007	CAT D8T DOZAT	MV - Motor Vehicle	Current
8	WCG00457	2008	CAT D6T Tractor	MV - Motor Vehicle	Current
9	VCE0A40FL00012330	2013	Volvo A40F	MV - Motor Vehicle	Deleted By 21092318121
10	VCE0A40FV00012311	2013	Volvo A40F	MV - Motor Vehicle	Current By 19010409482
11	CAT00D6TCKSB00315	2011	CAT D6T LGP	MV - Motor Vehicle	Current By 19040235546

Search ID #: Z16822904

12	NHAF4240	2013	Alta-Fab 60ftx12ft	TR - Trailer	Current By 19040235546
13	NHAF4239	2013	Alta-Fab 60ftx12ft	TR - Trailer	Current By 19040235546
14	NHAF4329	2013	Alta-Fab 60ftx12ft	TR - Trailer	Current By 19040235546
15	NHAF4229	2013	Alta-Fab 60ftx12ft	TR - Trailer	Current By 19040235546
16	KJL00900	2009	CAT D6T LGP Crawler Dozer	MV - Motor Vehicle	Current By 19102438648
17	WCB00253	2009	CAT D6R LGP Crawler Dozer	MV - Motor Vehicle	Deleted By 20112418155
18	PE4045H5	2006	John Deere 160C LC	MV - Motor Vehicle	Current By 19102438648
19	CAT0329ECPWL00787	2012	CAT 329 E Hydraulic Excav	MV - Motor Vehicle	Deleted By 20112418155
20	CAT0924KTHJF00386	2014	CAT 924K Wheel Loader	MV - Motor Vehicle	Deleted By 20112418155
21	JEE0140217	2006	Case 621D Wheel Loader	MV - Motor Vehicle	Current By 19102438648
22	CAT0308ETFJX02682	2015	CAT CR Excavator	MV - Motor Vehicle	Current By 19102438648
23	1NKDX4EX08J933167	2008	Kenworth T800 TriDrive	MV - Motor Vehicle	Deleted By 20112418155
24	VCE0A40FV00012330	2013	Volvo A40F	MV - Motor Vehicle	Current By 21092318121

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current
2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.	Current

Search ID #: Z16822904

3	ALL GOODS OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, AND SUCH OTHER GOODS FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS OF ANY FORM DERIVED THEREFROM.	Current By 18101231794
4	PROCEEDS: ALL OF THE DEBTORS PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY WHICH IS DERIVED, DIRECTLY OR INDIRECTLY, FROM ANY DEALING OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING WITHOUT LIMITATION, ALL INSURANCE AND OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OF DAMAGE.	Current By 18101231794
5	2013 Superior 8-5-1000 BTU Boiler S/N 17453	Current By 19040235546
6	2012 Williams & Davis BTU Boiler S/N 10137	Current By 19040235546

Particulars

Block	Court Order	Status
1	Court order pronounced September 17, 2020 in Alberta Court of Queen's Bench Action 1909-0194 The Court Order states that: 1. The financing statement registered in the Alberta Personal Property Registry as registration number 18101024338, as amended by subsequent registrations, ("Wolverine-CWB Security") shall remain registered until: a. further order of this Honourable Court in this action or another action, on notice to CWB and Wolverine; b. its expiration date; or c. amendment to remove security or discharge the Wolverine-CWB Security in whole or in part by CWB which action shall not affect any other portion of the Wolverine-CWB Security. 2. Any interested party may in this action or another action, on notice to CWB and Wolverine, seek a further Order of this Honourable Court regarding the Wolverine-CWB Security. 3. Wolverine or CWB may register this Order in the Alberta Personal Property Registry pursuant to Personal Property Security Act s 50(4)(b). 4. There are no costs of this Order.	Current By 20091810903
2	"Debtor 2, HD Northern Equipment Sales and Rentals Inc., is added to this registration pursuant to s. 51 of the Personal Property Security Act.	Current By 23042535295
3	Registration is subject to an Amended and Restated Priority Agreement amongst FIERA PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., for itself and as collateral agent of FIERA PRIVATE DEBT FUND VI LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., SECURED PARTY and DEBTORS.	Current By 23042535295

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904 Date of Search: 2023-Nov-30 Time of Search: 09:37:17

Registration Number: 18101026114 Registration Type: SECURITY AGREEMENT
Registration Date: 2018-Oct-10 Registration Status: Current
Expiry Date: 2043-Oct-10 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

19112931892	Amendment	2019-Nov-29
19112932004	Amendment	2019-Nov-29

Debtor(s)

Block	Status
1	Deleted by 19112931892
Birth Date: 1979-Sep-16	
2	Current
3	Current
4	Deleted by 19112932004
Birth Date: 1979-Sep-16	

Search ID #: Z16822904

Block	Additional Information	Status
4	"Debtors 3 AND 4, NORTHERN CROSS OILFIELD SERVICES LTD. and RODNEY DEBOLT, are added with respect to s/n CAT0308ETFJX02682 2015 CATERPILLAR 308E2 in Serial Number Goods Block 22 pursuant to s. 51 of the Personal Property Security Act."	Current By 23042535295

Search ID #: Z16822904

Block	Status
5	Current
6	Current
7	Current
8	Current
9	Current
10	Current
11	Current
Secured Party / Parties	
1	Deleted by 19112931892

Search ID #: Z16822904

Block

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

Status Current by 19112931892

Collateral: General

1 ALL INDEBTEDNESS AND LIABILITIES, PRESENT AND FUTURE, OF WOLVERINE ENERGY AND INFRASTRUCTURE INC. TO THE DEBTOR AND ALL PROCEEDS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, INCLUDING WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Status Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC. Search ID #: Z16822904 Date of Search: 2023-Nov-30 Time of Search: 09:37:17

Registration Number: 18101128154 Registration Date: 2018-Oct-11 Registration Type: LAND CHARGE Registration Status: Current Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

1 HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6 Status Current

2 BEARING TRANSPORT INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6 Status Current

3 BHW EMPLOYMENT SERVICES INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6 Status Current

Secured Party / Parties

1 CANADIAN WESTERN BANK #100, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Status Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC. Search ID #: Z16822904 Date of Search: 2023-Nov-30 Time of Search: 09:37:17

Registration Number: 19110729744 Registration Date: 2019-Nov-07 Registration Type: LAND CHARGE Registration Status: Current Registration Term: Infinity

Exact Match on: Debtor No: 5

Amendments to Registration

19111419630 Amendment 2019-Nov-14

Debtor(s)

1 WOLVERINE ENERGY AND INFRASTRUCTURE INC. 1711 9 STREET NISKU, AB T9E 0R3 Status Current

2 WOLVERINE EQUIPMENT INC. 1711 9 STREET NISKU, AB T9E 0R3 Status Current

3 WOLVERINE GROUP INC. 1711 9 STREET NISKU, AB T9E 0R3 Status Current

4 WOLVERINE MANAGEMENT SERVICES INC. 1711 9 STREET NISKU, AB T9E 0R3 Status Current

5 HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 1711 9 STREET NISKU, AB T9E 0R3 Status Current

Search ID #: Z16822904

Block

6 WTI RENTALS LTD. 1711 9 STREET NISKU, AB T9E 0R3 Status Current by 19111419630

7 BEARING OILFIELD SERVICES LTD. 1711 9 STREET NISKU, AB T9E 0R3 Status Current by 19111419630

Secured Party / Parties

1 PILLAR CAPITAL CORP. SUITE 920, 602 12TH AVE SW CALGARY, AB T2R 1J3 Email: ppsa@pillarcapitalcorp.com Status Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904

Date of Search: 2023-Nov-30

Time of Search: 09:37:17

Registration Number: 21090209855
 Registration Date: 2021-Sep-02
 Registration Type: SECURITY AGREEMENT
 Registration Status: Current
 Expiry Date: 2031-Sep-02 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block	Status
1	Current

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
 100, 17420 STONY PLAIN ROAD, NW
 EDMONTON, AB T5S1K6

Secured Party / Parties

Block	Status
1	Current

VFS CANADA INC.
 238 WELLINGTON ST. E. 3RD FLR.
 AURORA, ON L4G 1J5
 Email: cms_alberta_notifications@teranet.ca

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED INVENTORY OF EVERY ITEM OR KIND SUPPLIED BY THE SECURED PARTY OR ITS SUCCESSORS AND ASSIGNS TO THE DEBTOR, OR FINANCED BY THE SECURED PARTY OR ITS SUCCESSORS AND ASSIGNS FROM TIME TO TIME, INCLUDING ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND ALL REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR, INCREASES AND ADDITIONS THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904

Date of Search: 2023-Nov-30

Time of Search: 09:37:17

Registration Number: 22022829522
 Registration Date: 2022-Feb-28
 Registration Type: SECURITY AGREEMENT
 Registration Status: Current
 Expiry Date: 2029-Feb-28 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

Block	Amendment	Date
22062207052		2022-Jun-22
23091823308		2023-Sep-18

Debtor(s)

Block	Status
1	Current

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
 1711-9 STREET
 NISKU, AB T6E 0E1

Secured Party / Parties

Block	Status
1	Current

NORTHBASE FINANCE INC.
 285028 FRONTIER ROAD
 ROCKY VIEW, AB T1X 0V9
 Email: dwillner@northbasefinance.com

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	C5S01254	2011	CATERPILLAR CS563E	MV - Motor Vehicle	Current
2	C5S01411	2011	CATERPILLAR CS56	MV - Motor Vehicle	Current
3	BKL00843	2006	CATERPILLAR 815F	MV - Motor Vehicle	Current
4	BYN00271	2008	CATERPILLAR 815F	MV - Motor Vehicle	Current
5	901582571046	2012	BOMAG BW213PHD-40	MV - Motor Vehicle	Current
6	CNT01550	2007	CATERPILLAR CS563E	MV - Motor Vehicle	Current

Search ID #: Z16822904

7	67520819	2008	DYNAPAC CA262D	MV - Motor Vehicle	Current
8	82309	2014	VOLVO A30F	MV - Motor Vehicle	Current
9	82088	2012	VOLVO A30F	MV - Motor Vehicle	Current
10	12065	2011	VOLVO A30F	MV - Motor Vehicle	Deleted By 22062207052
11	82252	2013	VOLVO A30F	MV - Motor Vehicle	Current
12	82253	2013	VOLVO A30F	MV - Motor Vehicle	Current
13	82211	2013	VOLVO A30F	MV - Motor Vehicle	Current
14	82314	2014	VOLVO A30F	MV - Motor Vehicle	Current
15	82308	2014	VOLVO A30F	MV - Motor Vehicle	Current
16	82316	2014	VOLVO A30F	MV - Motor Vehicle	Current
17	82030	2012	VOLVO A30F	MV - Motor Vehicle	Current
18	VCE0A30GL00752205	2021	VOLVO A30G	MV - Motor Vehicle	Current
19	VCE0A30GH00752206	2021	VOLVO A30G	MV - Motor Vehicle	Current
20	12311	2013	VOLVO A40F	MV - Motor Vehicle	Current
21	12330	2013	VOLVO A40F	MV - Motor Vehicle	Current
22	12332	2013	VOLVO A40F	MV - Motor Vehicle	Current
23	1DW410ETLEE658265	2014	JOHN DEERE 410E	MV - Motor Vehicle	Current
24	1DW410ETLEE658363	2014	JOHN DEERE 410E	MV - Motor Vehicle	Current
25	1DW410ETKEE665936	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current
26	1DW410ETVEE666024	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current
27	1DW410ETKGF676092	2016	JOHN DEERE 410E	MV - Motor Vehicle	Current
28	1DW410ETJHF682945	2017	JOHN DEERE 410E	MV - Motor Vehicle	Current
29	1DW410ETJGF673758	2016	JOHN DEERE 410E	MV - Motor Vehicle	Current
30	1DW460ETLEE665444	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current
31	1FDUFSHTOCEA30971	2012	FORD F550	MV - Motor Vehicle	Current
32	228311	2014	JOHN DEERE 450J	MV - Motor Vehicle	Deleted By 23091823308
33	1T0450JXACD220044	2012	JOHN DEERE 450J	MV - Motor Vehicle	Deleted By 23091823308
34	1T0650JXTDD240683	2013	JOHN DEERE 650J	MV - Motor Vehicle	Deleted By 23091823308

Search ID #: Z16822904

35	323494	2018	JOHN DEERE 700K	MV - Motor Vehicle	Current
36	1T0750KXCJF324639	2018	JOHN DEERE 700K	MV - Motor Vehicle	Current
37	ALY02158	2006	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current
38	ALY03238	2006	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current
39	CAT00D6NJPBA02425	2015	CATERPILLAR D6N	MV - Motor Vehicle	Current
40	KSB00395	2012	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
41	JWD00314	2011	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
42	WCG00457	2008	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
43	CKSB00315	2011	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
44	KSB01516	2013	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
45	CMH700354	2017	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
46	CAT00D6TKZJB00568	2012	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
47	KSB01263	2012	CATERPILLAR D6T LGP	MV - Motor Vehicle	Current
48	AGN00636	2004	CATERPILLAR D7RXR	MV - Motor Vehicle	Current
49	J8B01517	2011	CATERPILLAR D8T	MV - Motor Vehicle	Current
50	KP203761	2011	CATERPILLAR D8T	MV - Motor Vehicle	Current
51	KP201512	2007	CATERPILLAR D8T	MV - Motor Vehicle	Current
52	KP203727	2010	CATERPILLAR D8T	MV - Motor Vehicle	Current
53	MLN01658	2012	CATERPILLAR D8T	MV - Motor Vehicle	Current
54	1T0950KPHHF31778	2018	JOHN DEERE 950K	MV - Motor Vehicle	Current
55	1FF210GXJCD520798	2013	JOHN DEERE 210G	MV - Motor Vehicle	Current
56	DD60877	2013	JOHN DEERE 250G	MV - Motor Vehicle	Deleted By 23091823308
57	D608843	2013	JOHN DEERE 250G	MV - Motor Vehicle	Current
58	810255	2005	HITACHI ZX270	MV - Motor Vehicle	Current
59	830176	2012	HITACHI ZX290	MV - Motor Vehicle	Deleted By 23091823308
60	1FF300GXEJF730674	2018	JOHN DEERE 300G	MV - Motor Vehicle	Current
61	CAT0320ELTFX01659	2016	CATERPILLAR 320E	MV - Motor Vehicle	Current
62	PLW00980	2013	CATERPILLAR 329E	MV - Motor Vehicle	Current

Search ID #: Z16822904

63	PLW00982	2012	CATERPILLAR 329E	MV - Motor Vehicle	Current
64	FJH00888	2013	CATERPILLAR 336EL	MV - Motor Vehicle	Current
65	ELBZY01223	2012	CATERPILLAR 336EL	MV - Motor Vehicle	Current
66	CAT0336FKRKB00835	2015	CATERPILLAR 336F	MV - Motor Vehicle	Current
67	FJH01873	2014	CATERPILLAR 336E	MV - Motor Vehicle	Current
68	CAT0336FCRKB00653	2015	CATERPILLAR 336F	MV - Motor Vehicle	Current
69	FJH01862	2014	CATERPILLAR 336E	MV - Motor Vehicle	Current
70	DKS02362	2020	CATERPILLAR 336	MV - Motor Vehicle	Current
71	EEH01141	2011	CATERPILLAR 345DL	MV - Motor Vehicle	Current
72	1FF380GKDD900028	2013	JOHN DEERE 380G	MV - Motor Vehicle	Current
73	GXVE470783	2014	JOHN DEERE 470G	MV - Motor Vehicle	Current
74	A41843	2018	KOMATSU 490LC	MV - Motor Vehicle	Current
75	65039	2011	KOMATSU PC 800	MV - Motor Vehicle	Current
76	171261	2017	FAE UMM/EX150 VT	MV - Motor Vehicle	Current
77	181509	2018	FAE UML/HV125 VY	MV - Motor Vehicle	Current
78	1HF01939	1990	CATERPILLAR IT28	MV - Motor Vehicle	Current
79	HLN01TC0000425	2012	HYUNDAI HL740	MV - Motor Vehicle	Current
80	1DW644KZCED659152	2014	JOHN DEERE 644K	MV - Motor Vehicle	Current
81	1DW544KZHD681522	2012	JOHN DEERE 544K	MV - Motor Vehicle	Current
82	1DW844KAEJF691891	2018	JOHN DEERE 844K AH	MV - Motor Vehicle	Deleted By 22062207052
83	1DW844KCCJF689030	2018	JOHN DEERE 844K	MV - Motor Vehicle	Current
84	4Y202360	2000	CATERPILLAR 236 SKID	MV - Motor Vehicle	Current
85	5JWU1629B1047289	2011	SURE TRAC UTILITY	TR - Trailer	Current
86	3GCUKSEC9JG107474	2018	CHEVROLET 1500	MV - Motor Vehicle	Current
87	B9T00114	2009	CATERPILLAR 160M	MV - Motor Vehicle	Current
88	1FF350GLKF814008	2019	JOHN DEERE 350GLC	MV - Motor Vehicle	Current By 22062207052

Search ID #: Z16822904

Collateral: General

Block	Description	Status
1	THE GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS.	Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904

Date of Search: 2023-Nov-30

Time of Search: 09:37:17

Registration Number: 22080907954
 Registration Date: 2022-Aug-09
 Registration Type: SECURITY AGREEMENT
 Registration Status: Current
 Expiry Date: 2027-Aug-09 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

22091221102	Amendment	2022-Sep-12
22092313368	Amendment	2022-Sep-23
23042110450	Amendment	2023-Apr-21
23042535313	Amendment	2023-Apr-25
23101822908	Amendment	2023-Oct-18
23101831015	Amendment	2023-Oct-18

Debtor(s)

Block	Description	Status
1	WOLVERINE ENERGY AND INFRASTRUCTURE INC. 1711 9TH STREET NISKU, AB T9E 0E3	Current
2	HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 9515 62 AVENUE EDMONTON, AB T6E 0E1	Current by 23042535313
3	WOLVERINE CONSTRUCTION INC. 100, 17420 STONY PLAIN ROAD NW EDMONTON, AB T5S 1K6	Current by 23101822908

Search ID #: Z16822904

Block

4	WESTERN CANADIAN MULCHING LTD. 1711 - 9 STREET NISKU, AB T9E0R3
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Status
Current by 23101831015

Secured Party / Parties

Block	Description	Status
1	CANADIAN WESTERN BANK 100-12230 JASPER AVENUE EDMONTON, AB V2Y 1G9 Email: csna.comre.collsec@cwbank.com	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	GBC29119	2014	CMH HURRICANE C250	MV - Motor Vehicle	Current
2	GBJ22717	2013	CMH HURRICANE C250	MV - Motor Vehicle	Current
3	GBJ17816	2012	CMH HURRICANE C250	MV - Motor Vehicle	Current
4	GBJ19416	2013	CMH HURRICANE C250	MV - Motor Vehicle	Current
5	GBJ19216	2012	CMH HURRICANE C250	MV - Motor Vehicle	Current
6	GBJ12314	2011	CMH HURRICANE C250	MV - Motor Vehicle	Current
7	GBJ13314	2011	CMH HURRICANE C250	MV - Motor Vehicle	Current
8	GBJ10812	2010	CMH HURRICANE C250	MV - Motor Vehicle	Current
9	GMJ07406	2014	CMH TWISTER II C175	MV - Motor Vehicle	Current
10	GBJ07506	2014	CMH TWISTER II C175	MV - Motor Vehicle	Current
11	GBJ07706	2014	CMH TWISTER II C175	MV - Motor Vehicle	Current
12	GBJ08206	2014	CMH TWISTER II C175	MV - Motor Vehicle	Current
13	GBJ06205	2013	CMH TWISTER II C175	MV - Motor Vehicle	Current
14	GBJ06505	2013	CMH TWISTER II C175	MV - Motor Vehicle	Current
15	GBJ03203	2011	CMH TWISTER II C175	MV - Motor Vehicle	Current
16	1T0650KXKG298187	2016	John Deere 650K LGP	MV - Motor Vehicle	Current
17	1T0450JXPDD255144	2014	John Deere 6450J LGP	MV - Motor Vehicle	Deleted By 22091221102
18	11M061454	2011	Bron 700B Crawler Mulcher	MV - Motor Vehicle	Current
19	10M111388	2010	Bron 500 Crawler Mulcher	MV - Motor Vehicle	Current
20	08M081264	2008	Bron 590 Crawler Mulcher	MV - Motor Vehicle	Current

Search ID #: Z16822904

21	12M11472	2012	Bron 275C Crawler Mulcher	MV - Motor Vehicle	Current
22	GBJ00606	2008	CMI C600 Crawler Mulcher	MV - Motor Vehicle	Deleted By 22092313368
23	CMI475CA400202	2019	CMI C475 Crawler Mulcher	MV - Motor Vehicle	Current
24	GBJ24018	2014	CMI HURRICANE C250	MV - Motor Vehicle	Current
25	GBJ23218	2014	CMI HURRICANE C250	MV - Motor Vehicle	Current
26	GBJ23918	2014	CMI HURRICANE C250	MV - Motor Vehicle	Current
27	GBJ22117	2013	CMI HURRICANE C250	MV - Motor Vehicle	Current
28	GBJ20716	2012	CMI HURRICANE C250	MV - Motor Vehicle	Current
29	GBJ21016	2012	CMI HURRICANE C250	MV - Motor Vehicle	Current
30	GBJ02803	2011	CMI TWISTER II C175	MV - Motor Vehicle	Current
31	GBJ02203	2011	CMI TWISTER II C175	MV - Motor Vehicle	Current
32	FF0C6P200096	2006	Hitachi ZX200LL Excavator	MV - Motor Vehicle	Current
33	JKUK1613C01H70235	2008	Kubota KX161-3ST Midi	MV - Motor Vehicle	Current
34	00278	1111	Prime Tech PT600 Crawler	MV - Motor Vehicle	Current
35	15M071922	2015	Bron 590B Crawler Mulcher	MV - Motor Vehicle	Current
36	CMI475CA401804	2020	CMI C475 Crawler Mulcher	MV - Motor Vehicle	Current
37	GBJ17216	2012	CMI HURRICANE C250	MV - Motor Vehicle	Current
38	GBJ15315	2012	CMI HURRICANE C250	MV - Motor Vehicle	Current
39	GBJ08109	2007	CMI HURRICANE C250	MV - Motor Vehicle	Current
40	GBJ03503	2012	CMI TWISTER II C175	MV - Motor Vehicle	Current
41	GBJ01202	2010	CMI TWISTER II C175	MV - Motor Vehicle	Current
42	GAA0844	1111	Hagglunds All Terraine	MV - Motor Vehicle	Current
43	1T0450JXPDD255144	2014	John Deere 450J LGP	MV - Motor Vehicle	Current By 22091221102
44	GBJ07406	2014	CMI Twister II C175	MV - Motor Vehicle	Current By 23042110450

Search ID #: Z16822904

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE SERIAL NUMBERED COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THEREFROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current

Particulars

Block	Additional Information	Status
1	Debtor 2, HD Northern Equipment Sales and Rentals Inc., is added to this registration pursuant to s. 51 of the Personal Property Security Act	Current By 23042535313

Block Additional Information

Block	Additional Information	Status
2	Registration is subject to an Amended and Restated Priority Agreement amongst FIERA PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., for itself and as collateral agent of FIERA PRIVATE DEBT FUND VI LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., SECURED PARTY and DEBTORS.	Current By 23042535313

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904

Date of Search: 2023-Nov-30

Time of Search: 09:37:17

Registration Number: 23042104612
Registration Date: 2023-Apr-21
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Apr-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block	Status
1	Current

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
11206 60 AVE
GRANDE PRAIRIE, AB T8W0K8

Secured Party / Parties

Block	Status
1	Current

ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: albertaprod@teranet.ca

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property, all proceeds including, without limitation, all present and after-acquired personal property that may be derived from the sale or other disposition of the collateral, including inventory, equipment, intangibles, money, chattel papers, documents of title, securities, licences, crops and instruments	Current

Search ID #: Z16822904

Business Debtor Search For:

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Search ID #: Z16822904

Date of Search: 2023-Nov-30

Time of Search: 09:37:17

Registration Number: 23101324022
Registration Date: 2023-Oct-13
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2033-Oct-13 23:59:59

Exact Match on: Debtor No: 17

Amendments to Registration

Block	Description	Status
23101327299	Amendment And Renewal	2023-Oct-13

Debtor(s)

Block	Status
1	Deleted by 23101327299

WOLVERINE ENERGY AND INFRASTRUCTURE INC.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Block

Block	Status
2	Deleted by 23101327299

WOLVERINE EQUIPMENT INC.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Block

Block	Status
3	Deleted by 23101327299

BEARING OILFIELD SERVICES LTD.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Block

Block	Status
4	Deleted by 23101327299

BEARING TRANSPORT INC.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Block

Block	Status
5	Deleted by 23101327299

WOLVERINE CONSTRUCTION INC.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Search ID #: Z16822904

Block

6 HD ENERGY RENTALS LTD.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Status

Deleted by
23101327299

Block

7 HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Status

Deleted by
23101327299

Block

8 LIBERTY ENERGY SERVICES LTD.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Status

Deleted by
23101327299

Block

9 WTI RENTALS LTD.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Status

Deleted by
23101327299

Block

10 FLO-BACK EQUIPMENT RENTAL AND SALES LTD.
9515 62 AVENUE NW
EDMONTON, AB T6E 0E1

Status

Deleted by
23101327299

Block

11 WOLVERINE ENERGY AND INFRASTRUCTURE INC.
450-1010 8 AVE SW
CALGARY, AB T2P 1J2

Status

Current by
23101327299

Block

12 WOLVERINE EQUIPMENT INC.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Block

13 BEARING OILFIELD SERVICES LTD.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Block

14 BEARING TRANSPORT INC.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Search ID #: Z16822904

Block

3 FIERA PRIVATE DEBT FUND V LP, AS COLLATERAL AGENT
70 UNIVERSITY AVENUE, SUITE 1200
TORONTO, ON M5J 2M4
Email: pmedeiros@iamgroup.ca

Status

Current by
23101327299

Block

4 FIERA PRIVATE DEBT FUND GP INC.
70 UNIVERSITY AVENUE, SUITE 1200
TORONTO, ON M5J 2M4
Email: pmedeiros@iamgroup.ca

Status

Current by
23101327299

Collateral: General**Block Description**

1 All present and after-acquired personal property of the Debtors.

Status

Current

Particulars**Block Additional Information**

1 This registration is subject to an Amended and Restated Priority Agreement between the Secured Party and Canadian Western Bank and is subordinated to the Canadian Western Bank registration numbers 22080422352 and 22080422412.

Status

Current

Block Additional Information

2 This registration is a re-registration of registration 18092120368 pursuant to section 35 (7) of the Personal Property Security Act.

Status

Current

Search ID #: Z16822904

Block

15 WOLVERINE CONSTRUCTION INC.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Block

16 HD ENERGY RENTALS LTD.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Block

17 HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
200, 9803 - 101 AVENUE
GRAND PRAIRIE, AB T8V 0X6

Status

Current by
23101327299

Block

18 LIBERTY ENERGY SERVICES LTD.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Block

19 WTI RENTALS LTD.
100-17420 STONY PLAIN RD NW
EDMONTON, AB T5S 1K6

Status

Current by
23101327299

Block

20 FLO-BACK EQUIPMENT RENTAL AND SALES LTD.
1700, 10175 - 101 STREET NW
EDMONTON, AB T5J 0H3

Status

Current by
23101327299

Secured Party / Parties**Block**

1 INTEGRATED PRIVATE DEBT FUND GP INC.
70 UNIVERSITY AVENUE, SUITE 1200
TORONTO, ON M5J 2M4
Email: pmedeiros@iamgroup.ca

Status

Deleted by
23101327299

Block

2 INTEGRATED PRIVATE DEBT FUND V LP, AS COLLATERAL AGENT
70 UNIVERSITY AVENUE, SUITE 1200
TORONTO, ON M5J 2M4
Email: pmedeiros@iamgroup.ca

Status

Deleted by
23101327299

Search ID #: Z16822904

Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

Debtor Name / Address

HD NORTHERN EQUIPMENT SALES RENTALS INC
11206 60 AVENUE
GRANDE PRAIRIE, AB T8W0K8

Reg.#

23030729666

SECURITY AGREEMENT**Debtor Name / Address**

HD NORTHERN EQUIPMENT SALES AND REN
13352 TOMKINS FRONTAGE RD
CHARLIE LAKE, AB V1J 8K7

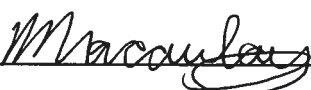
Reg.#

23091831688

GARAGE KEEPERS' LIEN

Result Complete

This is Exhibit "E" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



MILLER THOMSON LLP
 COMMERCE PLACE
 10155 - 102 STREET, SUITE 2700
 EDMONTON, AB T5J 4G8
 CANADA

T 780.429.1751
 F 780.424.5866

MILLERTHOMSON.COM

October 2, 2023

Spencer Norris

Direct Line: +1 780.429.9746
 snorris@millerthomson.com

Private and Confidential

File No. 0179291.0025

HD Northern Equipment Sales and Rentals Inc.
 200, 9803 – 101 Avenue
 Grande Prairie, AB T8V 0X6

Dear Sir/Madam:

**Re: Canadian Western Bank
 Loans to Wolverine Energy and Infrastructure Inc. (the “Borrower”)
 FORMAL DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank (“**CWB**”). The Borrower’s loans with CWB in connection with the captioned matter are in default. You are hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the “**Borrower’s Indebtedness**”) owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower’s Indebtedness. In that regard, we are enclosing a copy of CWB’s formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower’s Indebtedness, CWB holds certain security granted by you as set out in Schedule “**A**” hereto (the “**Securities**”). Pursuant to the Securities, you are liable to CWB in relation to all amounts owing by the Borrower plus accrued interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis (collectively, the “**Guarantee Liability**”). The exact amount of the Guarantee Liability should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP



Spencer Norris
Partner
SN

c. Miller Thomson LLP, Attn: T. Warner and R. T.G. Reeson, K.C.
Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee executed by HD Northern Equipment Sales and Rentals Inc. dated October 3, 2018.
2. Assignment and Postponement of Creditor's Claims dated October 3, 2018 executed by HD Northern Equipment Sales and Rentals Inc. for granting a security interest for the present and future indebtedness of Wolverine Energy and Infrastructure Inc. to HD Northern Equipment Sales and Rentals Inc. registered at the Alberta PPR as registration 18101026114.
3. General Security Agreement dated October 3, 2018 executed by HD Northern Equipment Sales and Rentals Inc. granting a security interest in all property registered at the Alberta PPR as registration 18101023937.

FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: HD Northern Equipment Sales and Rentals Inc., an insolvent person (the "**Insolvent Person**")

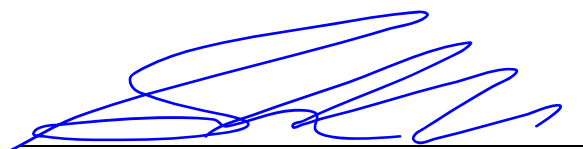
TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired personal property of the Insolvent Person;
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at September 27, 2023 totals the principal sum of \$16,547,320.51, plus further interest and legal costs on a solicitor and own client full indemnity basis .
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 2nd day of October, 2023.

CANADIAN WESTERN BANK

Per:



By its authorized agent and legal counsel,
Spencer Norris
Barrister and Solicitor

SCHEDULE "A" – LIST OF SECURITY TO BE ENFORCED

1. Full Liability Guarantee executed by HD Northern Equipment Sales and Rentals Inc. dated October 3, 2018.
2. Assignment and Postponement of Creditor's Claims dated October 3, 2018 executed by HD Northern Equipment Sales and Rentals Inc. for granting a security interest for the present and future indebtedness of Wolverine Energy and Infrastructure Inc. to HD Northern Equipment Sales and Rentals Inc. registered at the Alberta PPR as registration 18101026114.
3. General Security Agreement dated October 3, 2018 executed by HD Northern Equipment Sales and Rentals Inc. granting a security interest in all property registered at the Alberta PPR as registration 18101023937.

This is Exhibit "F" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law

Shipment: 334330080568



Delivery Date

Tue. Oct. 3, 2023 10:53 a.m.

Last updated
Tue. Oct. 3, 2023

Origin	EDMONTON, AB	Service	Purolator Express Envelope
Destination	GRANDE PRAIRIE, AB	Est. Weight	1 lb
References	179291.25.RR.sh	Shipment Date	Mon. Oct. 2, 2023

Receiver's Signature

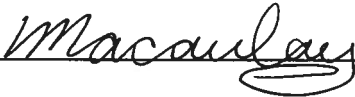


Received By: janice

History

Date	City	Description
Tue. Oct. 3, 2023 - 10:53 a.m.	GRANDE PRAIRIE, AB	Shipment delivered to janice at: Reception 9803 101 AVE, SUITE: 200, SALES AND RENTAL INC,T8V0X6
Tue. Oct. 3, 2023 - 8:30 a.m.	GRANDE PRAIRIE, AB	On vehicle for delivery
Tue. Oct. 3, 2023 - 6:55 a.m.	GRANDE PRAIRIE, AB	Arrived at sort facility
Tue. Oct. 3, 2023 - 6:52 a.m.	GRANDE PRAIRIE, AB	Arrived at sort facility
Mon. Oct. 2, 2023 - 5:46 p.m.	EDMONTON, AB	Arrived at sort facility
Mon. Oct. 2, 2023 - 3:45 p.m.	EDMONTON, AB	Picked up by Purolator at 26 FLR-10155 102 ST NW,EDMONTON,AB,T5J4G8
Mon. Oct. 2, 2023 - 4:41 p.m.	PUROLATOR	Shipment created - final manifest received

This is Exhibit "G" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/04/13
 Time of Search: 02:25 PM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 39545061
 Customer Reference Number:

Corporate Access Number: 2018873402
Business Number: 833445935
Legal Entity Name: WOLVERINE MANAGEMENT SERVICES INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2015/03/31 YYYY/MM/DD

Registered Office:

Street: 100-17420 STONY PLAIN RD NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5S1K6

Records Address:

Street: 100-17420 STONY PLAIN RD NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5S1K6

Email Address: CORPORATE@STILLMANLLP.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BENTZ	GREGORY	R.	STILLMAN LLP	100- 17420 STONY PLAIN ROAD NW	EDMONTON	ALBERTA	T5S1K6	CORPORATE@STILLMANLLP.COM

Directors:

Last Name: DOUGLAS
First Name: JESSE
Street/Box Number: 450-1010 8 AVE SW
City: CALGARY
Province: ALBERTA

Postal Code: T2P1J2

Voting Shareholders:

Legal Entity Name: 1586329 ALBERTA LTD.
Corporate Access Number: 2015863299
Street: 450-1010 8 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P1J2
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Holding Shares In:

Legal Entity Name
WOLVERINE GROUP INC.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
BEARING TRANSPORT	TN20378188
BHW EMPLOYMENT SERVICES	TN20919809
HD NORTHERN EQUIPMENT SALES AND RENTALS	TN20919874
WOLVERINE CONSTRUCTION	TN20366076
WOLVERINE ENERGY AND INFRASTRUCTURE	TN20919841

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
2015496686	1549668 ALBERTA LTD.
2017786886	1778688 ALBERTA LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/06/27

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2015/03/31	Amalgamate Alberta Corporation
2020/02/22	Update BN
2022/06/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2023/01/19	Change Address
2023/01/23	Change Director / Shareholder

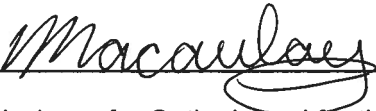
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2015/03/31
Restrictions on Share Transfers	ELECTRONIC	2015/03/31
Other Rules or Provisions	ELECTRONIC	2015/03/31
Statutory Declaration	10000707116933637	2015/03/31
Amalgamation Agreement	10000507116933638	2015/03/31

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "H" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law


CANADIAN WESTERN BANK
FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **Wolverine Energy and Infrastructure Inc.** ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make



- a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.
10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
 11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of the Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Bank's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further *Guarantees Acknowledgement Act* certificate.
 12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
 13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
 14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
 15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.



- 16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.
- 17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Edmonton in the Province of Alberta, this 3 day of Oct, 2018.

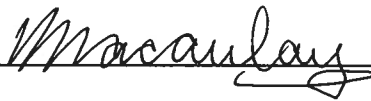
WOLVERINE MANAGEMENT SERVICES INC.

Per: [Signature]
I/we have the authority to bind the Corporation

Per: _____



This is Exhibit "I" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law


CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED THE 3 DAY OF Oct, 2018.

BRANCH ADDRESS:

#300 - 700 ST. ALBERT TRAIL
ST. ALBERT, ALBERTA T8N 7J7

1. DEFINITIONS

The following definitions shall apply herein:

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

other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;

- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager; and
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement.

2. GRANT OF SECURITY INTEREST

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

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

3. INDEBTEDNESS SECURED

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

4. ATTACHMENT OF SECURITY INTEREST

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

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere by the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;

- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and,
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank;
- (d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;
- (e) to notify the Bank promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$5,000.00,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;

- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;
- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financial statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;
- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transactions in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;
- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favour of the Bank;
- (r) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,

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

7. EVENTS OF DEFAULT

The following constitute Default:

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

- (n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

8. ACCELERATION

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

9. REMEDIES

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

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

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

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

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

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

10. BANK MAY REMEDY DEFAULT

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

11. USE OF COLLATERAL

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

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

Notwithstanding the foregoing:

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

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

12. APPROPRIATION OF PAYMENTS

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

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

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

14. MISCELLANEOUS

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



set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.

- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

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

16. INTERPRETATION

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

17. RECEIPT OF DOCUMENTS


- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.



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

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

WOLVERINE MANAGEMENT SERVICES INC.

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

Per: _____

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

WOLVERINE MANAGEMENT SERVICES INC.
9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1



SCHEDULE "A"**1. SPECIFICALLY DESCRIBED COLLATERAL****(a) Serial Number Goods**Make, Model, Year of Manufacture, Serial Number

- NIL

(b) Other**2. PURCHASE MONEY SECURITY INTERESTS**

NIL

3. PERMITTED ENCUMBRANCES**Wolverine Management Services Inc.**

- 13121126605 - securing their interest in an assignment of debts owed by Canadian Silica Industries Inc.
- 15033035510 – Land Charge in favour of Canadian Western Bank
- 15033035659- Security Agreement in favour of Canadian Western Bank securing their interest in all present and after acquired personal property of the debtor and in:
 - 2009 Caterpillar 160M Motor Gr, S/N-CAT0160MLB9T00114
 - 1998 Caterpillar D8R Rebuilt T, S/N-7XM02923
 - 2004 Caterpillar D7R Rebuilt T, S/N-CAT00D7RVAG00636
 - 2013 Caterpillar 336 EL Excava, S/N-CAT0336ETFJH00888
 - 2013 Komatsu PC 290LC - 10 Exc, S/N-KMTPC241T54A25287
 - 1996 CAT D9R Dozer, S/N-7TL00721
 - 2007 CAT D8T DOZAT, S/N-CAT00D8TCKPZ01512
 - 2008 Caterpillar D6T Tractor , S/N-WCG00457
- 15040207521 – Security Agreement in favour of Ollenberger, Don, Ollenberger, Shirley, Feduniak, Marie and Feduniak, Terry securing their interest in all present and after acquired personal property of the debtor
- 15072026000- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2011 FORD F550 CHASSIS 4X4, S/N-1FD0W5HT0BEB50900
- 15100119114- Security Agreement in favour of Essex Lease Financial Corporation securing their interest in
 - 2015 KENWORTH T370 TRUCK, S/N-2NKHJJ8X9FM972715
 - 2015 KENWORTH T370 TRUCK, S/N-2NKHJJ8X6FM974146
 - 2015 KENWORTH T370 TRUCK, S/N-2NKHJJ8XXFM974862
 - 2014 KENWORTH T800 BOOM TRUCK, S/N-1XKDD40X9EJ969747
 - 2014 LODE KING 45' HIGHBOY, S/N-2LDPF4532E9057711
 - 2014 OASIS 36' TANDEM HYD STEP, S/N-2SLGCE2B8ER006578
 - 2014 OASIS 36' TANDEM HYD STEP, S/N-2SLGCE2BXER006579
 - 2013 PETERBILT 367 TRUCK, S/N-1NPTD4EX1DD190543
 - 2013 OASIS 36' TANDEM HYD STEP, S/N-2SLGC12B8DR005677
 - 2013 OASIS 36' TANDEM HYD STEP, S/N-2SLGCI2BXDR005678
 - 2013 OASIS 36' TANDEM HYD STEP , S/N-2SLGC12BXDR005678
- 15100628324 - Security Agreement securing their interest in an assignment of debts owed by Canadian Silica Industries Inc.
- 16010439077 - Securing their interest in an assignment of debtors owed by Laprairie Works Oilfields Services Inc.
- 16062924688- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in:
 - 2016 BOATMATE 230TA TRAILER , S/N-5A7BB2322GT001872
 - 2016 NAUTIQUE 23'1"SUPERAIR230, S/N-USCTC63133C616

- 16070436273- Security Agreement in favour of Integrated Private Debt Fund V Lp securing their interest in all present and after acquired personal property of the debtor and in:
 - o 2011 Kenworth T800 Water Truck, S/N-1NKDL00X6BJ946296
 - o 2005 Freightliner M2 106, S/N-1FVACYDC25HU16272
 - o 2002 Kenworth, S/N-1XKDDDB0XX2R965403
 - o 2012 Catwalk Laydown, S/N-3545T10056428
 - o 2013 Kenworth T800, S/N-1NKDX4EXXDJ963965
 - o 2014 Kenworth T801, S/N-1XKDP4TX0EJ967467
 - o 2014 Kenworth T802, S/N-1XKDP4TX9FJ971597
 - o 2009 Freightliner/Hydrovac, S/N-1FVHC5CV19HAH7685
 - o 2011 John Deere 250G LC, S/N-1FF250GXHBD608079
 - o 2012 John Deere 350G LC, S/N-1FF350GXVCD808381
 - o 2012 John Deere 250G LC, S/N-1FF250GXJCD608450
 - o 2013 John Deere 380G LC, S/N-1FF380GXKDD900028
 - o 2014 John Deere 470G LC, S/N-1FF470GXVEE470783
 - o 2015 Komatsu PC138 USLC-8, S/N-41526
 - o 2011 John Deere 755K, S/N-1T0755KXPBD209104
 - o 2013 John Deere 755K, S/N-1T0755KXJBE241928
 - o 2013 Bormag BW213PDH-40, S/N-187279
 - o 2013 John Deere 624K, S/N-1DW624KPADD652571
 - o 2016 Komatsu WA270-7, S/N-81082
- 16070436318 – Land Charge in favour of Integrated Private Debt Fund V Lp
- 16091925898 - Securing their interest in an assignment of debtors owned by Wolverine Management Services Inc. to 1586329 Alberta Ltd.
- 16121935232- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2007 WILLIAMS AND DAVIS BOILER, S/N-9601
- 16121935251 - Securing an interest in ONE (1) 2013 HD SMALL COMBO UNIT COMES WITH ONE (1) STAMFORD 30KW ELECON QUIET GENERATOR SERIAL NUMBER X13J432005, ELECTRICAL PANELS, FOUR (4) 1000W LIGHTS, ONE (1) LIGHT MAST, 7000L SEWAGE CONTAINMENT AND TWO (2) CHEM TOILET WASHROOMS
- 16121935284- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2008 WILLIAMS 125-777 BOILER, S/N-9644
- 16121935301- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2013 BOBCAT A770 SKID STEER, S/N-ATDW11800
- 16121935367- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2010 CASE 621E WHEEL LOADER, S/N-NAF208475
- 16121935381- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2005 CASE 621E WHEEL LOADER, S/N-JEE0138082
- 16121935392- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2011 CASE 621E WHEEL LOADER, S/N-NBF211356
- 17011310178- Security Agreement in favour of Wells Fargo Equipment Finance Company securing their interest in a 2007 KENWORTH C500 T/A T/A BED, S/N-1NKCXBTX57R990645
- 17031424548- Security Agreement in favour of Dynamic Capital Equipment Finance Inc. and Wolverine Equipment Inc. securing their interest in:
 - o 2000 KENWORTH T800B T/A T/A BO, S/N-1NKDXBTX9YR959727
 - o 2000 KENWORTH T800B T/A T/A BO, S/N-959727
 - o 1111 NATIONAL 1100 30 TON BOO, S/N-2358
 - o 2005 KENWORTH T800B TANDEM WIN, S/N-1NKDLB0X05R982311
 - o 2002 GERRY'S RG55-16 TANDEM 16, S/N-2A9LB55442N125099
 - o 2012 JCB 436EZX WHEEL LOADER, S/N-JCB436Z0P01410861
- 17032127743- Security Agreement in favour of Stride Capital Corp. securing their interest in a 2012 KENWORTH C500, S/N-1NKCX4TX9CR958366
- 17040407991- Security Agreement in favour of Dynamic Capital Equipment Finance Inc. and Wolverine Equipment Inc. securing their interest in:
 - o 2014 WESTERN STAR CHASSIS, S/N-5KKPALD61EPFS0302
 - o 2014 CUSTOM VAC HYDROVAC, S/N-CVVAC23440813
 - o 2007 KENWORTH T800B T/A TRI DR, S/N-1XKDPBTX67R993337
 - o 1111 NATIONAL 1800 40 TON BOOM, S/N-292034
- 17041036529- Security Agreement in favour of Stride Capital Corp. securing their interest in a 2006 KENWORTH C500B, S/N-1XKCPBTX56R986678

- 17091140298- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2016 FORD E-450 CUTAWAY SD , S/N-1FDWE4FL8GDC28928
- 17110230718- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2013 KENWORTH T800 T/A , S/N-1NKDL70X2DR359140
- 17110320664- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2016 GMC SIERRA 3500 4X4 CREW , S/N-1GT42WC82GF184607
- 17110320877- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2016 GMC SIERRA 350 4X4 CREW , S/N-1GT42WC83GF185247
- 17110320998- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2016 GMC SIERRA 3500 4X4 CREW , S/N-1GT42WC83GF186396
- 18053136393- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2018 CHEVROLET 1500 4X4, S/N-3GCUKSEC9JG107474
- 18072637743- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2016 FORD F550 CHASSIS, S/N-1FD0W5HT1GEA76085
- 18091432008- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2018 FORD ESCAPE, S/N-1FMCU9GD2JUA13868
- 18091432348- Security Agreement in favour of Jim Peplinski Leasing Inc. securing their interest in a 2018 FORD ESCAPE, S/N-1FMCU9GD0JUA13867



SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

NIL



SCHEDULE "C"**1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS**

- (a) Chief Executive Office
9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1
- (b) Other Locations
NIL

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1

3. LOCATIONS OF COLLATERAL

9515 – 62 Avenue NW, Edmonton, Alberta T6E 0E1

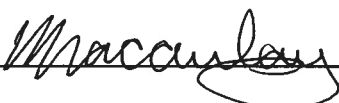
SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

NIL



This is Exhibit "J" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law

Search ID #: Z16822897

Transmitting Party

MILLER THOMSON LLP
Attention: Accounts Payable
2700, 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50000066
Phone #: 780 429 1751
Reference #: 0179291.0025 SDN

Search ID #: Z16822897 Date of Search: 2023-Nov-30 Time of Search: 09:36:45

Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z16822897

Block

5 GOLF WESTERN LTD.
10605 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15040726174

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Status
Current

Search ID #: Z16822897

Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Search ID #: Z16822897 Date of Search: 2023-Nov-30 Time of Search: 09:36:45

Registration Number: 15033035510 Registration Type: LAND CHARGE
Registration Date: 2015-Mar-30 Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 2

Amendments to Registration

15040612505 Amendment 2015-Apr-06
15040726174 Amendment 2015-Apr-07

Debtor(s)

Block

1 1549668 ALBERTA LTD.
10605 172 STREET
EDMONTON, AB T5S 1P1

Status
Current

Block

2 WOLVERINE MANAGEMENT SERVICES INC.
10605 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15040612505

Block

3 WOLVERINE EQUIPMENT INC.
10605 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15040726174

Block

4 WOLVERINE GROUP INC.
10605 172 STREET
EDMONTON, AB T5S 1P1

Status
Current by
15040726174

Search ID #: Z16822897

Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Search ID #: Z16822897 Date of Search: 2023-Nov-30 Time of Search: 09:36:45

Registration Number: 15033035659 Registration Type: SECURITY AGREEMENT
Registration Date: 2015-Mar-30 Registration Status: Current
Expiry Date: 2061-Mar-30 23:59:59

Exact Match on: Debtor No: 4

Amendments to Registration

15033109923 Amendment 2015-Mar-31
15033113018 Amendment 2015-Mar-31
15040612319 Amendment 2015-Apr-06
15040725872 Amendment 2015-Apr-07
15040733108 Amendment 2015-Apr-07
16071832535 Amendment 2016-Jul-18
16082311999 Amendment 2016-Aug-23
17120115672 Amendment 2017-Dec-01
18032110471 Amendment 2018-Mar-21
18032130435 Amendment 2018-Mar-21
18101235834 Renewal 2018-Oct-12
18101530243 Amendment 2018-Oct-15
18101530936 Renewal 2018-Oct-15
22052629531 Amendment 2022-May-26
23042535268 Amendment 2023-Apr-25

Debtor(s)

Block

1 1549668 ALBERTA LTD.
10605 - 172 STREET
EDMONTON, AB T5S 1P1

Status
Current

Government of Alberta
**Personal Property Registry
Search Results Report**

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Search ID #: Z16822897

Block	Status
2 WOLVERINE EQUIPMENT INC. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current by 15033113018
3 WOLVERINE GROUP INC. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current by 15033113018
4 WOLVERINE MANAGEMENT SERVICES INC. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current by 15040612319
5 GOLF WESTERN INC. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Deleted by 15040733108
6 GOLF WESTERN LTD. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current by 15040733108
7 WOLVERINE ENERGY AND INFRASTRUCTURE INC. 1400-10303 JASPER AVENUE EDMONTON, AB T5N 3K3	Current by 18101530243
8 HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 9515 62 AVENUE EDMONTON, AB T6E 0E1	Current by 23042535268
Secured Party / Parties	
1 CANADIAN WESTERN BANK 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Deleted by 22052629531

Government of Alberta
**Personal Property Registry
Search Results Report**

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Search ID #: Z16822897

17 KMTPC241T54A25287	2013	Komistsu PC 290LC - 10 Exc	TR - Trailer	Current By 18032110471
18 7TL00721	1996	CAT D9R Dozer	TR - Trailer	Deleted By 22052629531
19 CAT00D8TCKPZ01512	2007	CAT D8T DOZAT	TR - Trailer	Current By 18032110471
20 WCG00457	2008	Caterpillar D6T Tractor	TR - Trailer	Current By 18032130435

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR	Current
2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.	Current
3	One (1) Hydra Group Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 48-ft long powered by John Deer Model 4045DF150G, Unit no. CW 001, Engine Family - XJDXL06.8016 One (1) Jayco Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 002, Engine Family - 1JDXL06.8016 One (1) Catwalk, Lay-down Kevtech Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 003, Engine Serial - 404045D831540, Unit Serial - TD4045	Deleted By 15033113018
4	The full descriptions of Serial Numbered Collateral blocks 10, 11 and 12 above are: One (1) Hydra Group Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 48-ft long powered by John Deer Model 4045DF150B, Unit no. CW 001, Engine Family - XJDXL06.8016 One (1) Jayco Lay-down Catwalk; Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 002, Engine Family - 1JDXL06.8016 One (1) Catwalk, Lay-down Kevtech Automatic pipe handling system 8-ft wide x 52-ft long powered by John Deer Model 4045DF150G, Unit no. CW 003, Engine Serial - 404045D831540, Unit Serial - TD4045	Deleted By 16082311999

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Search Results Report**

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Search ID #: Z16822897

Block	Status				
2 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION 201, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Phone #: 780 421 5582 Fax #: 800 392 3015 Email: CSNA.Collsec@cwbank.com	Deleted By 22052629531				
Collateral: Serial Number Goods					
Block	Serial Number	Year	Make and Model	Category	Status
1	1NKDL00X6BJ946296	2011	Kenworth T800	MV - Motor Vehicle	Deleted By 16071832535
2	VCECR145A00210300	2015	Volvo excavator-ECR145DL	MV - Motor Vehicle	Deleted By 16071832535
3	1NKDX4TX6FJ971101	2015	Kenworth T800	MV - Motor Vehicle	Deleted By 16082311999
4	VCEC220DL00210094	2012	Volvo EC220DL	MV - Motor Vehicle	Deleted By 16071832535
5	BCT03041151C	2011	Gryo Trac mulcher GT25XP	MV - Motor Vehicle	Deleted By 16082311999
6	BTC251156C	2007	Gryo Trac mulcher	MV - Motor Vehicle	Deleted By 16082311999
7	C250GBJ08409	2008	CMI Hurricane mulcher	MV - Motor Vehicle	Deleted By 16082311999
8	C250GBJ14215	2011	CMI Hurricane mulcher	MV - Motor Vehicle	Deleted By 16082311999
9	C250GBJ14315	2011	CMI Hurricane mulcher	MV - Motor Vehicle	Deleted By 16082311999
10	XJDXL06.8016	1900	HydraGroup laydown catwk	TR - Trailer	Deleted By 16082311999
11	1JDXL06.8016	1900	Jayco laydown catwalk	TR - Trailer	Deleted By 16082311999
12	404045D831540	1900	Kevtech laydown catwalk	TR - Trailer	Deleted By 16082311999
13	CAT0160MLB9T00114	2009	Caterpillar 160M Motor Gr	TR - Trailer	Current By 18032110471
14	7XM02923	1998	Caterpillar D8R Rebuilt T	TR - Trailer	Current By 18032110471
15	CAT00D7RVAG00636	2004	Caterpillar D7R Rebuilt T	TR - Trailer	Current By 18032110471
16	CAT0336ETFJH00888	2013	Caterpillar 336 EL Excava	TR - Trailer	Current By 18032110471

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Search ID #: Z16822897

5	Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,134jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,137jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,139jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,139jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, DW, Yellow Band, 9jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, LTC, Yellow Band, 1,083jts, R-3 Used Casing 4-1/2", 11.60#, HCP-110, PE, Yellow Band, 24jts, R-3	Current By 17120115672
6	Caterpillar D6T Tractor S/N WCG00457	Deleted By 18032130435

Particulars

Block	Additional Information	Status
1	"Debtor 8, HD Northern Equipment Sales and Rentals Inc., is added to this registration pursuant to s. 51 of the Personal Property Security Act.	Current By 23042535268
2	Registration is subject to an Amended and Restated Priority Agreement amongst FIERA PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., for itself and as collateral agent of FIERA PRIVATE DEBT FUND VI LP, BY ITS GENERAL PARTNER FIERA PRIVATE DEBT FUND GP INC., SECURED PARTY and DEBTORS.	Current By 23042535268

Search ID #: Z16822897

Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Search ID #: Z16822897

Date of Search: 2023-Nov-30

Time of Search: 09:36:45

Registration Number: 16070436318
Registration Date: 2016-Jul-04

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Amendments to Registration

Registration Number	Amendment	Date
19022624084	Amendment	2019-Feb-26

Debtor(s)

Block	Status
1 WOLVERINE MANAGEMENT SERVICES INC. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current
2 WOLVERINE GROUP INC. 10605 - 172 STREET EDMONTON, AB T5S 1P1	Current
3 HD ENERGY RENTALS LTD. #401, 10514 - 67 AVENUE GRANDE PRAIRIE, AB T8W 0K8	Current
4 BEARING OILFIELD SERVICES LTD. 600, 12220 STONY PLAIN ROAD EDMONTON, AB T5N 3Y4	Current
5 WOLVERINE TRUCKING INC. 1325, 10180 - 101 STREET EDMONTON, AB T5J 3S4	Current

Search ID #: Z16822897

Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Search ID #: Z16822897

Date of Search: 2023-Nov-30

Time of Search: 09:36:45

Registration Number: 18101023937
Registration Date: 2018-Oct-10

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2043-Oct-10 23:59:59

Exact Match on: Debtor No: 9

Amendments to Registration

Registration Number	Amendment	Date
18101843436	Amendment	2018-Oct-18
23042535366	Amendment	2023-Apr-25
23070511979	Amendment	2023-Jul-05
23072518024	Amendment	2023-Jul-25
23082930252	Amendment	2023-Aug-29
23101830989	Amendment	2023-Oct-18

Debtor(s)

Block	Status
1 HD NORTHERN EQUIPMENT SALES AND RENTALS INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
2 WOLVERINE EQUIPMENT INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
3 BEARING OILFIELD SERVICES LTD. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Search ID #: Z16822897

Secured Party / Parties

Block	Status
1 INTEGRATED PRIVATE DEBT FUND V LP 70 UNIVERSITY AVENUE, SUITE 1200 TORONTO, ON M5J 2M4	Deleted by 19022624084
2 INTEGRATED PRIVATE DEBT FUND V LP, AS COLLATERAL AGENT 70 UNIVERSITY AVENUE, SUITE 1200 TORONTO, ON M5J 2M4	Current by 19022624084

Search ID #: Z16822897

Block	Status
4 WOLVERINE GROUP INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
5 HD ENERGY RENTALS LTD. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
6 BEARING TRANSPORT INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
7 BHW EMPLOYMENT SERVICES INC. 1400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current
8 WOLVERINE CONSTRUCTION INC. 1400-10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current by 18101843436
9 WOLVERINE MANAGEMENT SERVICES INC. 1400 -10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current by 18101843436
10 WESTERN CANADIAN MULCHING LTD. 1711 9TH STREET NISKU, AB T9E 0E3	Current by 23042535366
11 WOLVERINE ENERGY AND INFRASTRUCTURE INC. 450, 1010 - 8 AVENUE SW CALGARY, AB T2P 1J2	Current by 23101830989

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Secured Party / Parties**Block**

1 CANADIAN WESTERN BANK
#100, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3

Status
Deleted by
23042535366

Block

2 CANADIAN WESTERN BANK
#100, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3
Email: CSNA.Collsec@cwbank.com

Status
Current by
23042535366

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1FD0W5HT1GEA76085	2016	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
2	1GT42TCY3KF145936	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
3	1GT42TCY8KF147035	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
4	1GT42TCY3KF148089	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
5	3C7WRNBL5KG563194	2019	RAM 550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
6	3C7WRNBL3KG563193	2019	RAM 550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
7	5UXCX6C0XL9D05661	2020	BMW X7 M50i	MV - Motor Vehicle	Current By 23042535366
8	1FTEW1EG0HKD50289	2017	FORD F-150	MV - Motor Vehicle	Current By 23042535366
9	1DW410ETKEE665936	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
10	1DW410ETVEE666024	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
11	1FD0W5HT1GEA76085	2016	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
12	1GT42TCY3KF145936	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
13	1GT42TCY8KF147035	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979

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Search ID #: Z16822897

14	1GT42TCY3KF148089	2019	GMC 3500 4X4	MV - Motor Vehicle	Deleted By 23070511979
15	3C7WRNBL5KG563194	2019	RAM 5500 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
16	3C7WRNBL3KG563193	2019	RAM 5500 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
17	1FT8W3BT7KEF06649	2019	FORD F-350	MV - Motor Vehicle	Current By 23042535366
18	1FT8W3BT3KEF06647	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
19	1FT8W3BT5KEF06648	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
20	1DW410ETKEE665936	2015	JOHN DEERE 410R ROCKTRUCK	MV - Motor Vehicle	Current By 23042535366
21	1DW410ETVEE666024	2015	JOHN DEERE 410E ROCKTRUCK	MV - Motor Vehicle	Current By 23042535366
22	1DW410ETKHF682945	2017	JOHN DEERE 410R DUMPTRUCK	MV - Motor Vehicle	Current By 23042535366
23	1DW410ETJGF673758	2016	JOHN DEERE 410E DUMPTRUCK	MV - Motor Vehicle	Current By 23042535366
24	1DW844KCCJF689030	2018	JOHN DEERE 844K LOADER	MV - Motor Vehicle	Current By 23042535366
25	1DW824KXCGD676914	2016	JOHN DEERE 824K LOADER	MV - Motor Vehicle	Current By 23042535366
26	1T0700KXPHF323494	2018	JOHN DEERE 700K DOZER	MV - Motor Vehicle	Current By 23042535366
27	1FF300GXEJF730674	2018	JOHN DEERE 300GLC EXCAV	MV - Motor Vehicle	Current By 23042535366
28	1DW410ETKGF676092	2016	JOHN DEERE DUMPTRUCK	MV - Motor Vehicle	Current By 23042535366
29	181509	2018	FAE UML/HY MULCHER HEAD	MV - Motor Vehicle	Current By 23042535366
30	171261	2017	UMMEX MULCHER HEAD	MV - Motor Vehicle	Current By 23042535366
31	1GTU9BED5LZ309834	2020	GMC SIERRA 1500	MV - Motor Vehicle	Current By 23042535366
32	1FTEW1E58LKE97919	2020	FORD F-150	MV - Motor Vehicle	Current By 23042535366
33	1FTEW1E58LKE97922	2020	FORD F-150	MV - Motor Vehicle	Current By 23042535366

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Search ID #: Z16822897

34	1FTEW1E5XLKE97923	2020	FORD F-150	MV - Motor Vehicle	Current By 23042535366
35	1FTEW1E58LKE97921	2020	FORD F-150	MV - Motor Vehicle	Current By 23042535366
36	1FTEW1E54LKE97920	2020	FORD F-150	MV - Motor Vehicle	Current By 23042535366
37	1FTFW1EG0HFB5855	2017	FORD F-150	MV - Motor Vehicle	Current By 23042535366
38	3GCUKREC0GG249035	2016	CHEVROLET SILVERADO 1500	MV - Motor Vehicle	Current By 23042535366
39	1FTEW1EG0HFC63128	2017	FORD F-150	MV - Motor Vehicle	Current By 23042535366
40	CAT003367DKS02362	2020	CATERPILLAR 336-07	MV - Motor Vehicle	Current By 23042535366
41	1FTFW1E81MKD47537	2021	FORD F-150	MV - Motor Vehicle	Current By 23042535366
42	1FTFW1E86MFA80064	2021	FORD F-150	MV - Motor Vehicle	Current By 23042535366
43	1FTFW1E89MFB11405	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
44	1FT8W3BT1HEC92203	2017	FORD F350 4X4	MV - Motor Vehicle	Deleted By 23082930252
45	3GTU2NEC3HG519689	2017	GMC SIERRA 1500	MV - Motor Vehicle	Current By 23042535366
46	1FTFW1E85MKE00255	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
47	1FTFW1E89MFB89859	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
48	1FTFW1E85MFB89860	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
49	1FT8W3BT3HEC49448	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
50	1FT8W3BT2HEC92338	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
51	1FT8W3BT4HEC92339	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
52	1FT8W3BT1HED00686	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979

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Search ID #: Z16822897

53	1FT8W3BT1HED01790	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
54	1FT8W3BT3HEC92204	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
55	1FT8W3BT8HEC92201	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
56	1FT8W3BTXHEC92202	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
57	1FT8W3BT8HEC92196	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
58	1FT8W3BT3HEC92199	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
59	1FT8W3BT3KEF06647	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
60	1FT8W3BTXHEC92197	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
61	1FT8W3BT8HEC92195	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
62	1FT8W3BT7KEF06649	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
63	1FT8W3BT5KEF06648	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
64	1FD0W5HT1GEA76085	2016	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
65	1GT42TCY3KF148089	2019	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
66	1GT42TCY8KF147035	2019	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
67	1GT42WC83GF186396	2016	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
68	1GT42TCY3KF145936	2019	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
69	1GT42WC82GF184607	2016	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
70	1GT42WC83GF185247	2016	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
71	1FT8W3BT8HEC92200	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
72	1T0333GKMF405677	2021	JOHN DEERE 333G	MV - Motor Vehicle	Current By 23042535366

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73	1T0333GMHMF405686	2021	JOHN DEERE 333G	MV - Motor Vehicle	Current By 23042535366
74	1T0333GMKMF405680	2021	JOHN DEERE 333G	MV - Motor Vehicle	Current By 23042535366
75	1T0333GMVMF405750	2021	JOHN DEERE 333G	MV - Motor Vehicle	Current By 23042535366
76	1FTFW1E87MFC66678	2021	JOHN DEERE 333G	MV - Motor Vehicle	Deleted By 23070511979
77	1FTFW1E89MFC66679	2021	JOHN DEERE 333G	MV - Motor Vehicle	Deleted By 23070511979
78	1FTFW1E8XMF66674	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
79	1FTFW1E85MFC66677	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
80	1FTFW1E81MFC66675	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
81	1FTFW1E84MFC66671	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
82	2BYUG2JC7NC000056	2022	BRANT UGR1526	TR - Trailer	Current By 23042535366
83	2BYUP3GB2KR000379	2019	NDT UPR1124	TR - Trailer	Current By 23042535366
84	2BYUP3GBXKR000386	2019	NDT UPR1124	MV - Motor Vehicle	Current By 23042535366
85	2BYUP3GB0KR000395	2019	NDT UPR1124	MV - Motor Vehicle	Current By 23042535366
86	2BYUP3GB2KR000396	2019	NDT UPR1124	TR - Trailer	Current By 23042535366
87	1FTFW1E83MFC66676	2021	FORD F-150	MV - Motor Vehicle	Current By 23042535366
88	1FTFW1E85MFC66680	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
89	1FTFW1E89MFC66682	2021	FORD F-150	MV - Motor Vehicle	Current By 23042535366
90	1FTFW1E88MFC66673	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
91	1FTFW1E87MFC66681	2021	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979

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92	VCE0A30FA00082211	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
93	VCE0A30FK00082252	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
94	VCE0A30FJ00082253	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
95	VCE0A30FE00082309	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
96	VCE0A30FH00082308	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
97	VCE0A30FK00082316	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
98	VCE0A30FT00082314	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
99	1FD0W5HT5NEC49913	2022	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
100	1FD0W5HT7NEC49914	2022	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
101	3B6MF3663WM286207	1998	RAM 5500	MV - Motor Vehicle	Deleted By 23070511979
102	3D6WU7CL8BG579213	2011	RAM 5500	MV - Motor Vehicle	Deleted By 23070511979
103	1B7MF33791J518498	2001	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
104	3C6D3D3CL1CG285503	2012	RAM 3500 HD CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
105	3D7UT2L3AG120702	2010	RAM 2500	MV - Motor Vehicle	Deleted By 23070511979
106	3C6R3H3J9EG260473	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
107	3C6R3H3J9EG260358	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
108	3C6R3H3J0EG260359	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
109	1C6RR7GT8ES364997	2014	RAM 1500	MV - Motor Vehicle	Deleted By 23070511979
110	1FT7W2B62EEA23705	2014	FORD F-250	MV - Motor Vehicle	Deleted By 23070511979
111	1FT7W2B60EEA23704	2014	FORD F-250	MV - Motor Vehicle	Deleted By 23070511979

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112	3C6R3DL8HG661265	2014	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
113	3C6R3HJXJG100337	2018	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
114	1FTEW1E45KFB07700	2019	FORD F-150	MV - Motor Vehicle	Deleted By 23070511979
115	3C7WRNBL1DG581713	2013	RAM 5500 HD CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
116	1C6SRFR75KN558924	2019	RAM 1500	MV - Motor Vehicle	Deleted By 23070511979
117	3C6R3HL7JG293161	2018	RAM 3500	MV - Motor Vehicle	Deleted By 23070511979
118	1FD0W5HT9KEE47423	2019	FORD F550 CHASSIS	MV - Motor Vehicle	Deleted By 23070511979
119	1FT8W3BTXKED05196	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
120	1FT8W3BT7KEF67306	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
121	1FT8W3BT8KEG27318	2019	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
122	11731	1111	KUBOTA SVL90	MV - Motor Vehicle	Deleted By 23070511979
123	2F9PL336863017113	1111	16' ROYAL CARGO TRAILER	TR - Trailer	Deleted By 23070511979
124	3BZHP18237C004994	1111	7' X 18' UTILITY TRAILER,	TR - Trailer	Deleted By 23070511979
125	5Y4AM16W4BA303068	1111	YAMAHA RHINO	MV - Motor Vehicle	Deleted By 23070511979
126	4ZESA1017D1032959	1111	UTILITY TRAILER	TR - Trailer	Deleted By 23070511979
127	DD51T140503	1111	SUXUKI CARRY 4X4	MV - Motor Vehicle	Deleted By 23070511979
128	2RGGH3026D1000674	1111	TRAILER RAINBOW	TR - Trailer	Deleted By 23070511979
129	PTD3RXD3RXP001690	1111	TRAILER CAR-HAULER 20'	TR - Trailer	Deleted By 23070511979
130	5KTSS1516EF507963	1111	FLAT DEC SINGLE AXLE TR	TR - Trailer	Deleted By 23070511979

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131	1HFVE031XJ4300091	2018	HONDA 5X5500M2J UTL,	MV - Motor Vehicle	Deleted By 23070511979
132	1HFVE02J7K4500087	2019	2019 HONDA SXS700M4DK UTV	MV - Motor Vehicle	Deleted By 23070511979
133	933700011	2004	BOMBARDIER BR 120 TROOPER	MV - Motor Vehicle	Deleted By 23070511979
134	3FRPX7FL3BV455314	2011	FORD F750 XLT HMF1720-K P	MV - Motor Vehicle	Deleted By 23070511979
135	2S9LN546733012533	2003	ROYAL 8'X26' CARGO UTILIT	TR - Trailer	Deleted By 23070511979
136	46UF1821B1130075	2011	ROADCLIPPER FLATBED TRAIL	TR - Trailer	Deleted By 23070511979
137	46UFU2022A1125029	2010	ROADCLIPPER FLATBED TRAIL	TR - Trailer	Deleted By 23070511979
138	2JADH7726A1001774	2010	CJAY EQUIPMENT TRAILER 8'	TR - Trailer	Deleted By 23070511979
139	4UGFG3631HD030593	2017	ABU 8.5' X 36' GOOSENECK	TR - Trailer	Deleted By 23070511979
140	4ZESA1017D1032959	1111	UTILITY TRAILER	TR - Trailer	Deleted By 23070511979
141	4J6DG14274B058051	1111	5TH WHEEL DUMP TRAILER	TR - Trailer	Deleted By 23070511979
142	5NHUEH422GB453951	1111	CARGOMATE 7X14 TRAILER	TR - Trailer	Deleted By 23070511979
143	TDE617U576346	1977	GMC SA GRAIN TRUCK	MV - Motor Vehicle	Deleted By 23070511979
144	1HTSCAAP2XH682036	1999	INTERNATIONAL 700 BUCKET	MV - Motor Vehicle	Deleted By 23070511979
145	1XKDDBOX97R933386	2007	KENWORTH T800 TANDEM WINC	MV - Motor Vehicle	Deleted By 23070511979
146	1XPTD40XXJD497086	2018	PETERBILT 389 TANDEM TRAC	MV - Motor Vehicle	Current By 23042535366
147	2G9DS63T3LB105001	2020	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
148	2G9DS63T6LB105011	2020	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
149	2G9DS63T4NB105091	2022	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
150	2M5130977D1135173	2013	MANAC SUPER B LEAD	TR - Trailer	Deleted By 23070511979

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151	2M5120859D1135176	2013	MANAC SUPER B PUP	TR - Trailer	Deleted By 23070511979
152	2K9LB3586LL072087	2020	GERRY'S LOWBOY TRI AXLE 5	TR - Trailer	Deleted By 23070511979
153	2K9TD1118NL072246	2022	GERRY'S BOOSTER SINGLE AX	TR - Trailer	Deleted By 23070511979
154	2K9KB226KLL072120	2020	GERRY'S JEEP TAN/TRI NECK	TR - Trailer	Deleted By 23070511979
155	2M5131615F1147086	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
156	2M5131617F1147090	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
157	2M513161691120435	2009	MANAC RED TRI HIGH AXLE F	TR - Trailer	Deleted By 23070511979
158	2M5131618F1147082	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
159	2M5131611F1147084	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
160	2M5131616F1147088	2015	MANAC 53' TRI AXLE FLAT D	TR - Trailer	Deleted By 23070511979
161	2M5131616G1153450	2016	MANAC RED 53' TRI AXLE ST	TR - Trailer	Deleted By 23070511979
162	2R9CS4338DD144212	2013	TRI AXLE TROMBONE STEP DE	TR - Trailer	Deleted By 23070511979
163	1T0333GKE355438	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
164	2M5131582D1137840	2013	MANAC A/R W/LIVE ROLL TRI	TR - Trailer	Current By 23042535366
165	1T0333GKTKE355457	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Current By 23042535366
166	1T0333GKKKE355445	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
167	1T0333GKVKE355790	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
168	1T0331GKHJE339385	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Deleted By 23070511979
169	1T0331GKHJE339813	2019	JOHN DEERE 333 SKID STEER	MV - Motor Vehicle	Current By 23042535366

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170	2M5131582D1137840	2019	MANAC A/R W/LIVE ROLL TRI	TR - Trailer	Current By 23042535366
171	2G9DS63T1KB105027	2019	GINCOR RAMP TRI AXLE STEP	TR - Trailer	Deleted By 23070511979
172	1GT49UEY7PF161272	2023	GMC SIERRA 3500HD	MV - Motor Vehicle	Deleted By 23070511979
173	1T0333GMJPF435437	2023	JOHN DEERE 333G	MV - Motor Vehicle	Current By 23042535366
174	1T0333GMJPF435445	2023	JOHN DEERE 333G	MV - Motor Vehicle	Current By 23042535366
175	1GT49MEY8PF205277	2023	GMC SIERRA 2500HD	MV - Motor Vehicle	Deleted By 23070511979
176	2BYUG2JC3NC000457	2022	BRANDT UGR1526 PERFORMANC	TR - Trailer	Deleted By 23070511979
177	1FT8W3BT6HEC92195	2017	FORD F-350	MV - Motor Vehicle	Deleted By 23070511979
178	1C6SRFR75KN558924	2019	RAM 1500	MV - Motor Vehicle	Deleted By 23070511979
179	C5S01254	2011	CATERPILLAR CS563E	MV - Motor Vehicle	Current By 23042535366
180	C5S01411	2011	CATERPILLAR CS56	MV - Motor Vehicle	Current By 23042535366
181	BKL00843	2006	CATERPILLAR 815F	MV - Motor Vehicle	Current By 23042535366
182	BYN00271	2008	CATERPILLAR 815F	MV - Motor Vehicle	Current By 23042535366
183	901582571046	2012	BOMAG BW213PHD-40	MV - Motor Vehicle	Current By 23042535366
184	CNT01550	2007	CATERPILLAR CS563E	MV - Motor Vehicle	Current By 23042535366
185	67520819	2008	DYNAPAC CA262D	MV - Motor Vehicle	Current By 23042535366
186	82309	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
187	82088	2012	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
188	12065	2011	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
189	82252	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366

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190	82253	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
191	82211	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
192	82314	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
193	82308	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
194	82316	2014	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
195	82030	2012	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
196	VCE0A30GL00752205	2021	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
197	VCE0A30GH00752206	2021	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
198	12311	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
199	12330	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
200	12332	2013	VOLVO A30F	MV - Motor Vehicle	Current By 23042535366
201	1DW410ETLEE658265	2014	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
202	1DW410ETLEE658363	2014	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
203	1DW410ETKEE665936	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
204	1DW410ETVEE666024	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
205	1DW410ETKGF676092	2016	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
206	1DW410ETJHF682945	2017	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
207	1DW410ETJGF673758	2016	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366
208	1DW460ETLEE665444	2015	JOHN DEERE 410E	MV - Motor Vehicle	Current By 23042535366

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209	1FDUF5HTOCEA30971	2012	FORD F550	MV - Motor Vehicle	Current By 23042535366
210	228311	2014	JOHN DEERE 450J	MV - Motor Vehicle	Current By 23042535366
211	1T0450JXACD220044	2012	JOHN DEERE 450J	MV - Motor Vehicle	Current By 23042535366
212	1T0650JXTDD240683	2013	JOHN DEERE 650J	MV - Motor Vehicle	Deleted By 23072518024
213	323494	2018	JOHN DEERE 700K	MV - Motor Vehicle	Current By 23042535366
214	1T0750KXCJF324639	2018	JOHN DEERE 700K	MV - Motor Vehicle	Current By 23042535366
215	ALY02158	2006	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
216	ALY03238	2006	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
217	CAT00D6NJPBA02425	2015	CATERPILLAR D6N	MV - Motor Vehicle	Current By 23042535366
218	KSB00395	2012	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
219	JWD000314	2011	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
220	WCG00457	2008	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
221	CKSB00315	2011	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
222	KSB01516	2013	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
223	CMH700354	2017	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
224	CAT00D6TKZJB00568	2012	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
225	KSB01263	2012	CATERPILLAR D6N LGP	MV - Motor Vehicle	Current By 23042535366
226	AGN00636	2004	CATERPILLAR D7RXR	MV - Motor Vehicle	Current By 23042535366
227	J8B01517	2011	CATERPILLAR D8T	MV - Motor Vehicle	Current By 23042535366
228	KPZ01512	2007	CATERPILLAR D8T	MV - Motor Vehicle	Current By 23042535366

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Table with 5 columns: ID, Registration Number, Year, Description, and Status. Rows include vehicles like CATERPILLAR D8T, JOHN DEERE 950K, and HITACHI ZX270.

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Table with 5 columns: ID, Registration Number, Year, Description, and Status. Rows include vehicles like JOHN DEERE 380G, KOMATSU 490LC, and CHEVROLET 1500.

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Table with 5 columns: ID, Registration Number, Year, Description, and Status. Rows include trailers like ALTA-FAB SITE TRAILER and Gyro Trac GT-18 Mulcher.

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Table with 5 columns: ID, Registration Number, Year, Description, and Status. Rows include trailers like Lamtrac 6137 Mulcher and CMI Hurricane C250.

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Table with columns for registration number, VIN, year, make/model, vehicle type, and current status. Rows include various vehicles like CMI Hurricane C250, Hitachi Excavator, John Deere LGP, and Komatsu loader.

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Table with columns for registration number, VIN, year, make/model, vehicle type, and current status. Rows include vehicles like Case Skidsteer, Ford 4x4 Truck, Dodge Ram SLT, and Cargo Mate trailer.

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Table with columns for registration number, VIN, year, make/model, vehicle type, and current status. Rows include trailers like Brandt UHR1256 and Sure-Trac Scissor Dump, and vehicles like Kenworth T800, Peterbilt, and Dodge trucks.

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Table with columns for registration number, VIN, year, make/model, vehicle type, and current status. Rows include trailers like K-Line Lowboy, Deckover Tri-Axle Flatdeck, and vehicles like Royal Enclosed, Gincor Trailer, and Honda ATVs.

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385	4XARH50S9CB442166	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
386	4XARH50AXC6435596	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
387	4XARH50A5C8446621	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
388	4XARH50A4C8443984	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
389	4XARH50AACB446691	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
390	4XARH50A9CB449392	2012	Polaris Ranger Side by Si	MV - Motor Vehicle	Current By 23101830989
391	2BP5GA7807V001030	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
392	2BP5GA7027V000470	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
393	2BP5GA7A27V000534	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
394	2BP5GA7B67V001064	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
395	2BP5GA7B77V000948	2007	Ski Doo	MV - Motor Vehicle	Current By 23101830989
396	2BP5GA8A38V000283	2008	Ski Doo	MV - Motor Vehicle	Current By 23101830989
397	2BP5GA88C8V000015	2008	Ski Doo	MV - Motor Vehicle	Current By 23101830989
398	JYE88D00X9A047509	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
399	JYE88D0099A047517	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
400	JYE88D0099A047517	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
401	JYE88D0069A047507	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
402	JYE88D0049A047523	2009	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
403	JYE88D000AA051116	2010	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989

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404	JYE88D0038A056431	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
405	JYE88D0008A056435	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
406	JYE88D0018A056430	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
407	JYE88D0018A056444	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989
408	JYE88D0028A056436	2011	Yamaha Snowmobile	MV - Motor Vehicle	Current By 23101830989

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current
2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREFROM.	Current

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Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Search ID #: Z16822897

Date of Search: 2023-Nov-30

Time of Search: 09:36:45

Registration Number: 18101026114
Registration Date: 2018-Oct-10

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2043-Oct-10 23:59:59

Exact Match on: Debtor No: 7

Amendments to Registration

19112931892	Amendment	2019-Nov-29
19112932004	Amendment	2019-Nov-29

Debtor(s)

Block	Status
1	Deleted by 19112931892
Birth Date: 1979-Sep-16	
2	Current
3	Current
4	Deleted by 19112932004
Birth Date: 1979-Sep-16	

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Block	Status
5	Current
6	Current
7	Current
8	Current
9	Current
10	Current
11	Current
Secured Party / Parties	
1	Deleted by 19112931892

Search ID #: Z16822897

Block

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

Status

Current by
19112931892

Collateral: General**Block Description**

1 ALL INDEBTEDNESS AND LIABILITIES, PRESENT AND FUTURE, OF WOLVERINE ENERGY AND INFRASTRUCTURE INC. TO THE DEBTOR AND ALL PROCEEDS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, INCLUDING WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Status

Current

Search ID #: Z16822897

Business Debtor Search For:

WOLVERINE MANAGEMENT SERVICES INC.

Search ID #: Z16822897

Date of Search: 2023-Nov-30

Time of Search: 09:36:45

Registration Number: 19110729744
Registration Date: 2019-Nov-07

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 4

Amendments to Registration

19111419630 Amendment 2019-Nov-14

Debtor(s)**Block**

1 WOLVERINE ENERGY AND INFRASTRUCTURE INC.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current

Block

2 WOLVERINE EQUIPMENT INC.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current

Block

3 WOLVERINE GROUP INC.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current

Block

4 WOLVERINE MANAGEMENT SERVICES INC.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current

Block

5 HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current

Search ID #: Z16822897

Block

6 WTI RENTALS LTD.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current by
19111419630

Block

7 BEARING OILFIELD SERVICES LTD.
1711 9 STREET
NISKU, AB T9E 0R3

Status

Current by
19111419630

Secured Party / Parties**Block**

1 PILLAR CAPITAL CORP.
SUITE 920, 602 12TH AVE SW
CALGARY, AB T2R 1J3
Email: ppsa@pillarcapitalcorp.com

Status

Current

Search ID #: Z16822897

Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

Debtor Name / Address

WOLVERINE MANAGEMENT LTD.
2053 SOUTH OGILVIE STREET
PRINCE GEORGE, BC V2N 1X2

Reg.#

13121126605

SECURITY AGREEMENT**Debtor Name / Address**

WOLVERINE MANAGEMENT LTD.
2900 - 550 BURRARD STREET
VANCOUVER, BC V6C0A3

Reg.#

15100628324

SECURITY AGREEMENT**Debtor Name / Address**

WOLVERINE MANAGEMENT LTD.
2900 - 550 BURRARD STREET
VANCOUVER, BC V6C0A3

Reg.#

15100628324

SECURITY AGREEMENT**Debtor Name / Address**

WOLVERINE MANAGEMENT LTD.
2053 SOUTH OGILVIE STREET
PRINCE GEORGE, BC V2N 1X2

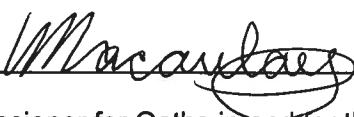
Reg.#

16010439077

SECURITY AGREEMENT

Result Complete

This is Exhibit "K" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



MILLER THOMSON LLP
 COMMERCE PLACE
 10155 - 102 STREET, SUITE 2700
 EDMONTON, AB T5J 4G8
 CANADA

T 780.429.1751
 F 780.424.5866

MILLERTHOMSON.COM

October 2, 2023

Private and Confidential

Wolverine Management Services Inc.
 100 - 17420 Stony Plain Road
 Edmonton, AB T5S 1K6

Spencer Norris
 Direct Line: +1 780.429.9746
 snorris@millerthomson.com

File No. 0179291.0025

Dear Sir/Madam:

**Re: Canadian Western Bank
 Loans to Wolverine Energy and Infrastructure Inc. (the "Borrower")
 FORMAL DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("**CWB**"). The Borrower's loans with CWB in connection with the captioned matter are in default. You are hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds certain security granted by you as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, you are liable to CWB in relation to all amounts owing by the Borrower plus accrued interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee Liability should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Yours truly,

MILLER THOMSON LLP



Spencer Norris
Partner
SN

c. Miller Thomson LLP, Attn: T. Warner and R. T.G. Reeson, K.C.
Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee executed by Wolverine Management Services Inc. for the debts of Wolverine Energy and Infrastructure Inc. dated October 3, 2018.
2. Assignment and Postponement of Creditor's Claims dated October 3, 2018 executed by Wolverine Management Services Inc. for granting a security interest for the present and future indebtedness of Wolverine Energy and Infrastructure Inc. to Wolverine Management Services Inc. registered at the Alberta PPR as registration 18101026114.
3. General Security Agreement dated October 3, 2018 executed by Wolverine Management Services Inc. granting a security interest in all present and after-acquired property.



FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: Wolverine Management Services Inc., an insolvent person (the "**Insolvent Person**")

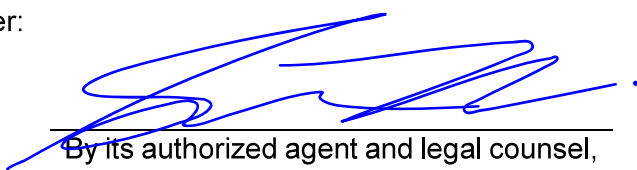
TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired personal property of the Insolvent Person;
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at September 27, 2023 totals the principal sum of \$16,547,320.51, plus further interest and legal costs on a solicitor and own client full indemnity basis .
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 2nd day of October, 2023.

CANADIAN WESTERN BANK

Per:

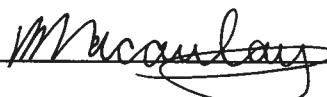

By its authorized agent and legal counsel,
Spencer Norris
Barrister and Solicitor

SCHEDULE "A" – LIST OF SECURITY TO BE ENFORCED

1. Full Liability Guarantee executed by Wolverine Management Services Inc. for the debts of Wolverine Energy and Infrastructure Inc. dated October 3, 2018.
2. Assignment and Postponement of Creditor's Claims dated October 3, 2018 executed by Wolverine Management Services Inc. for granting a security interest for the present and future indebtedness of Wolverine Energy and Infrastructure Inc. to Wolverine Management Services Inc. registered at the Alberta PPR as registration 18101026114.
3. General Security Agreement dated October 3, 2018 executed by Wolverine Management Services Inc. granting a security interest in all present and after-acquired property.

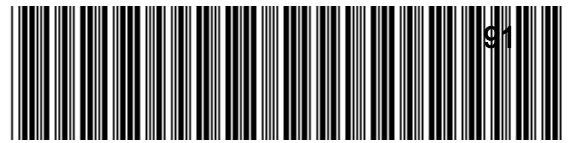


This is Exhibit "L" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



Trip ID: 202310030854.0180

FROM:

Miltom Management
2600 10155 102 ST NW
EDMONTON AB
CA
T5J4G8

TO:

WOLVERINE MANAGEMENT SERVICES
100 17420 STONY PLAIN RD NW
EDMONTON AB
CA
T5S1K6

Shipper: 280

Phone: 7804299466

Receiver:

Phone:

Additional Info:

DETAILS:

Package Type:	ENVELOPE	Pieces:	11	Round Trip:	N	Status:	DELIVERED
Service level:	Regular	Weight:	1	Mail Slot:	N	Vehicle:	CAR

EXPENSE MANAGEMENT:

Ref #1: 179291.25.RR.sh

Ref #2:

Cost Centre:

TIME:

Order Placed: Oct 03, 2023 08:54

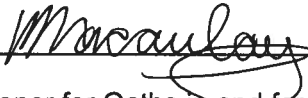
Ready Time: Oct 03, 2023 08:54

Picked Up: Oct 03, 2023 10:04

Delivered: Oct 03, 2023 11:29

Signed by: Melanie, Oct 03, 2023 11:29

This is Exhibit "M" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



March 29, 2022

Wolverine Energy and Infrastructure Inc.

1711 9 Street
Nisku, Alberta
T9E 0R3

Attention: Jesse Douglas

Dear Sir:

On the basis of the financial statements and other information provided by Wolverine Energy and Infrastructure Inc. (the "Borrower"), and by Wolverine Management Services Inc., Wolverine Group Inc., Wolverine Equipment Inc., Bearing Oilfield Services Ltd., Bearing Transport Inc., Wolverine Construction Inc., HD Northern Equipment Sales and Rentals Inc., HD Energy Rentals Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd., Western Canadian Mulching Ltd., and WTI Rentals Ltd. (the "Guarantors") in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loan subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

This letter hereby supersedes and replaces all previous letters

1. **LOAN AMOUNT:**

- 1.1 Loan Segment (1): Demand Operating Overdraft \$15,000,000 including:
 - Margin-free portion of \$5,000,000
 - Letters of Credit sub-limit of \$1,000,000
 - Margin-free EFT contingency sub-limit of \$250,000
- 1.2 Loan Segment (2): Export Development Canada BCAP Loan Guarantee Program Loan ("EDC BCAP Loan") Demand Non Revolving Loan: \$6,250,000
- 1.3 Loan Segment (3): Demand Non-Revolving Loan of \$157,377.54
- 1.4 Loan Segment (4): Demand Non-Revolving Loan of \$216,789.10

Collectively referred to as "the Loans".

2. **PURPOSE OF LOANS:**

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

- 2.1 Loan Segment (1): To finance the day-to-day operations of the Borrower's business.
- 2.2 Loan Segment (2): To provide operating liquidity or recurring expenses such as payroll, rent and other normal course of business operating expenses as outlined in the EDC BCAP Loan Guarantee Program and the attached amendment to Schedule "B" which forms part of this Agreement.
- 2.3 Loan Segment (3): To finance equipment purchase.
- 2.4 Loan Segment (4): To finance equipment purchase.

Canadian Western Bank Place | Suite 3000, 10303 Jasper Avenue, Edmonton, AB T5J 3X6
t. 780.423.8888 | F. 780.423.8897
cwbank.com

3 **INTEREST RATES:**

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

- 3.1 Loan Segment (1): Interest to float at a rate of 1.50% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.70% per annum.
- 3.2 Loan Segment (2): Interest to float at a rate of 1.50% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.70% per annum.
- 3.3 Loan Segment (3): Interest to float at a rate of 1.75% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.70% per annum.
- 3.4 Loan Segment (4): Interest to float at a rate of 1.75% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.70% per annum.

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

4 **ADVANCES:**

- 4.1 Loan Segment (1): Will revolve by way of overdraft and be available in accordance with the Margin Conditions as set forth in Schedule "B". Limit increase will be available following satisfaction of the Conditions Precedent as set forth in Schedule "D".
- 4.2 Loan Segment (2): Advanced on a lump sum basis.
- 4.3 Loan Segment (3): Advanced on a lump sum basis.
- 4.4 Loan Segment (4): Advanced on a lump sum basis.

5 **REPAYMENT:**

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

- 5.1 Loan Segment (1): On demand, interest payable monthly in arrears.
- 5.2 Loan Segment (2): Interest-only, payable monthly, for 24 months from the effective date of Aug 22, 2020, with the balance to reduce by monthly principal plus interest payment based on a 36 month amortization thereafter, to be reviewed annually. The EDC BCAP Guarantee is available up to a maximum five-year term from the effective date, subject to annual credit review and approval to renew by the Bank
- 5.3 Loan Segment (3): To reduce by monthly principal plus interest or in the case of a fixed rate loan in equal blended monthly payments. Payments are based on an amortization of 5 years.
- 5.4 Loan Segment (4): To reduce by monthly principal plus interest or in the case of a fixed rate loan in equal blended monthly payments. Payments are based on an amortization of 5 years.

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

For any Demand Non-Revolving Loan advanced on a floating rate basis with blended monthly payments, the Bank will have the discretion to vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime.

6 **FEES:**

- 6.1 The Borrower shall pay a monthly administration fee of \$400 to cover the cost of administration in monitoring the Overdraft and review of all reporting information as outlined in the attached Schedule "C". This fee is in addition to the account's standard service charges.
- 6.2 The Borrower shall pay an annual review fee of 12.5 basis points on all authorized facilities each year in conjunction with the annual review to renew outstanding loans. As of 2022 review, fee is calculated as \$26,373.27.
- 6.3 The Borrower shall pay a monthly stand-by fee of 0.25% per annum on any unused portion of the Demand Operating Overdraft, calculated on a daily basis and payable monthly in arrears on the last day of each month.
- 6.4 The Borrower shall pay a minimum \$2,500 reporting breach fee for each reporting requirement that is not received as per Schedule "C".
- 6.5 The Borrower shall pay a minimum \$20,000 quarterly covenant breach fee for each financial covenant not in compliance as per Schedule "B".
- 6.6 The Borrower shall pay standard L/C fees of 2.00% per annum based on the amount of the L/C, subject to a minimum \$250 plus out of pocket expenses.
- 6.7 The Borrower shall pay to Export Development Corporation (invoiced directly through the Bank) the EDC BCAP Guarantee Fee of 1.80% (per annum) of the loan-authorized amount in quarterly instalments. The 1.8% EDC BCAP Guarantee Fee is payable for each subsequent 12-month period of the Loan based on the principal amount authorized at each anniversary date (paid quarterly in advance), as applicable and subject to Bank approval.
- 6.8 The Borrower shall pay CWBdirect service fees as applicable.

7 **SECURITY:**

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

8 **KEY COVENANTS/ CONDITIONS:**

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

9 **CROSS DEFAULT:**

The Borrower agrees that a default of either its or any Guarantor's respective obligations to any secured creditor shall be construed as a default with respect to its indebtedness to the Bank.

10 **REPORTING REQUIREMENTS:**

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

11 **CONDITIONS PRECEDENT TO DRAWDOWN:**

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

12 **GENERAL CONDITIONS:**

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

13 **STANDARD LOAN TERMS AND DEFINITIONS:**

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

14 **REVIEW:**

All loans are subject to review at any time by the Bank, and in any event will be reviewed annually, based on the year-end financial statements of the Borrower and Guarantors.

15 **PREPAYMENT OF DEMAND NON-REVOLVING LOANS:**

15.1 Prepayment of individual loan drawdowns are permitted without charges with the exception of loans drawn under the fixed rate option.

15.2 Loans drawn under the fixed rate option are subject to prepayment charges equal to the greater of the following:

- (a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or
- (b) a prepayment charge equal to the Bank's Unwinding Costs.

16 **COSTS:**

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

17 **ASSIGNMENT BY BORROWER:**

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

18 **BANK'S COUNSEL:**

Legal work and documentation to be performed at the Borrower's expense through the Bank's counsel.

19 **MATERIAL CHANGE:**

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

20 **NON-MERGER:**

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrower and/or any Guarantors hereafter, and the advance of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

21 **ACCOUNTING CHANGES:**

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

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

ACCEPTANCE:

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

If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return the enclosed copy of this letter.

Upon receipt, the Borrower's CWB operating account will be debited \$26,373.27, representing the annual review/renewal fee. This Agreement will expire if not accepted by April 15, 2022.

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

Yours truly,
CANADIAN WESTERN BANK



Pedro Lima
AVP, Business Development



Andy McPherson
VP & Market Lead

ACKNOWLEDGEMENT:

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

BORROWER: WOLVERINE ENERGY AND INFRASTRUCTURE INC.

Signed  Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

GUARANTORS:

We acknowledge receiving advice of the Amendment described above and agree our guarantee is binding even if the Bank changes or waives compliance with the terms of this Amendment.

WOLVERINE GROUP INC.

Signed  Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

WOLVERINE MANAGEMENT SERVICES INC.

Signed  Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

WOLVERINE EQUIPMENT INC.

Signed  Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

FLO-BACK EQUIPMENT RENTAL AND SALES LTD.

Signed  Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

FLO-BACK EQUIPMENT INC.

Signed  _____ Accepted 04.29.22
Date


Signed _____ Accepted _____
Date

WOLVERINE CONSTRUCTION INC.

Signed  _____ Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

WTI RENTALS LTD.

Signed  _____ Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

WESTERN CANADIAN MULCHING LTD.

Signed  _____ Accepted 04.29.22
Date


Signed _____ Accepted _____
Date

LIBERTY ENERGY SERVICES LTD.

Signed  _____ Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

HD ENERGY RENTALS LTD.

Signed  _____ Accepted 04.29.22
Date

Signed _____ Accepted _____
Date

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Signed	 _____	Accepted	<u>04.29.22</u> Date
--------	--	----------	-------------------------

Signed	_____	Accepted	_____
			Date

BEARING TRANSPORT INC.

Signed	 _____	Accepted	<u>04.29.22</u> Date
--------	--	----------	-------------------------

Signed	_____	Accepted	_____
			Date

BHW EMPLOYMENT SERVICES INC.

Signed	 _____	Accepted	<u>04.29.22</u> Date
--------	--	----------	-------------------------

Signed	_____	Accepted	_____
			Date

SCHEDULE "A" - DEMAND**SECURITY**

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

HELD:

1. General Security Agreement providing a first security interest in all present and after acquired property of the WOLVERINE ENERGY AND INFRASTRUCTURE INC. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;
2. Schedule A to GSA (see Appendix A for equipment list);
3. Demand Collateral Mortgage in the principal amount of \$4,000,000 conveying a first fixed charge over property located at 14011-97 Street Grande Prairie, AB T8B 7V6 and legally described as Plan 9624325, Block 17, Lot 1 (5.28 acres) and Plan 0024970, Block 17, Lot 1 (5.07 acres);
4. Assignment of Rents and/or Leases with Estoppel Certificate, registered on title;
5. Full Liability Guarantee from WOLVERINE GROUP INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of WOLVERINE GROUP INC.;
6. Full Liability Guarantee from WOLVERINE MANAGEMENT SERVICES INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of WOLVERINE MANAGEMENT SERVICES INC.;
7. Full Liability Guarantee from WOLVERINE EQUIPMENT INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of WOLVERINE EQUIPMENT INC.;
8. Full Liability Guarantee from FLO-BACK EQUIPMENT INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of FLO-BACK EQUIPMENT INC.;
9. Full Liability Guarantee from WOLVERINE CONSTRUCTION INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of WOLVERINE CONSTRUCTION INC.;
10. Full Liability Guarantee from WTI RENTALS LTD. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of WTI RENTALS LTD.;
11. Full Liability Guarantee from LIBERTY ENERGY SERVICES LTD. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of LIBERTY ENERGY SERVICES LTD.;

12. Full Liability Guarantee from HD ENERGY RENTALS LTD. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of HD ENERGY RENTALS LTD.;
13. Full Liability Guarantee from HD NORTHERN EQUIPMENT SALES AND RENTALS INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of HD NORTHERN EQUIPMENT SALES AND RENTALS INC.;
14. Full Liability Guarantee from BEARING TRANSPORT INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of BEARING TRANSPORT INC.;
15. Full Liability Guarantee from BHW EMPLOYMENT SERVICES INC. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of BHW EMPLOYMENT SERVICES INC.;
16. Assignment of insurance on the life of Jesse Douglas in the minimum amount of \$3,000,000 acknowledged by the Beneficiary;
17. Amended and Restated Inter-Lender Agreement between the Bank, the Borrower, the Guarantors, and Integrated Private Debt Fund V LP;
18. Consent of Shareholders of Corporate Guarantor(s), Form 1115;
19. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of the Borrower taken as security by the Bank with first loss payable to the Bank by way of standard mortgage clause;
20. Assignment and Postponement of Creditors Claim executed by all parties (individuals and/or companies, as required) with loans to the Borrower;
21. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of the OCL Group Inc. taken as security by the Bank with first loss payable to the Bank;
22. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of OCL Equipment Ltd. taken as security by the Bank with first loss payable to the Bank;
23. Application for Business Credit Card;
24. All security to be cross-collateralized. The Borrower and Guarantors acknowledge and agree that the securities above described provided by the Borrower, support all loans and secure all indebtedness of the Borrower to the Bank.

TO BE OBTAINED:

25. Schedule A to GSA (see Appendix B for equipment list);
26. Full Liability Guarantee from FLO-BACK EQUIPMENT RENTAL AND SALES LTD. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of FLO-BACK EQUIPMENT RENTAL AND SALES LTD.;
27. Full Liability Guarantee from WESTERN CANADIAN MULCHING LTD. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank, supported by:
 - General Security Agreement providing a first security interest in all present and after acquired property of WESTERN CANADIAN MULCHING LTD.;

28. Amended Priority Agreement Inter-Lender Agreement between the Bank, the Borrower, the Guarantors, and Integrated Private Debt Fund V LP;
29. Demand Notes, as required;
30. Overdraft Lending Agreement for \$15,000,000;

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

SCHEDULE "B" - DEMAND
KEY COVENANTS/CONDITIONS

KEY COVENANTS:

The Borrowers agree:

1. To pay all sums of money when due under this Agreement;
2. To give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
3. To maintain a "*Cash Flow Coverage Ratio*" of not less than 1.25:1.00, tested quarterly on a trailing twelve months ("TTM") basis based on the consolidated quarterly financial statements of the Borrower, with the ratio of X to Y where:

X = TTM EBITDA is defined as net profit after tax, plus amortization/depreciation, plus all interest expenses, plus all taxes, plus non-cash losses, less non-cash gains, plus/less any one time extraordinary adjustments as determined and agreed to by the Bank, all calculated on a trailing twelve months basis;

Y = All interest paid or accrued during the trailing fiscal year, plus the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation: in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principles; and in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower;
4. To maintain a "*Senior Funded Debt / EBITDA Ratio*" of no greater than 2.50:1.00, tested quarterly on a TTM basis based on the consolidated quarterly financial statements of the Borrower, where:

Senior Funded Debt is defined as all Bank debt, excluding the guaranteed portion (\$5,000,000) of the EDC BCAP loan.

TTM EBITDA is defined as net profit after tax, plus amortization/depreciation, plus all interest expenses, plus all taxes, plus non-cash losses, less non-cash gains, plus/less any one time extraordinary adjustments as determined and agreed to by the Bank, all calculated on a trailing twelve months basis;
5. To maintain a "*Debt to Equity Ratio*" of no greater than 2.75:1.00, tested quarterly based on the consolidated quarterly financial statements of the Borrower. Debt and Equity are defined as per GAAP;
6. To give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;
7. Not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;
8. Not to change its name or merge, amalgamate or consolidate with any other corporation;
9. To insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrowers;
10. Not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by any third party except as provided herein;
11. To file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

12. To comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environment related liabilities existent now or in the future with respect to the Borrower's property;
13. To provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrowers;
14. Not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien.

MARGIN CONDITIONS:

Loan Segment (1):

Total Outstanding Operating Loans authorized plus outstanding will be at all times the lesser of \$15,000,000 and;

75% of good earned trade accounts receivable less Priority Claims⁽¹⁾, Liable Payables⁽²⁾, Inter-company accounts, holdbacks receivable, accounts payable contra, and only the portion of accounts exceeding 90 days; plus 90% of investment grade accounts receivable, up to 90 days; plus 50% of the lesser of cost or current market value of saleable unencumbered inventory (after deducting under 30 day trade accounts payable) to a maximum of \$4,000,000, plus \$5,000,000 in margin-free availability.

Investment Grade accounts must have an S&P or equivalent rating of BBB- or better. Bond Ratings for Investment Grade companies included in AR will be reviewed annually based on publicly available reports.

⁽¹⁾ Priority Claims include deductions at source for Income Tax, Worker's Compensation, CPP and EI, GST, PST, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises.

⁽²⁾ Liable Payables are all accounts payable that are subject to lien under the Builder's Lien Act.

SCHEDULE "C" - DEMAND
REPORTING REQUIREMENTS

The Borrowers agrees to provide the following to the Bank:

1. aged listings of accounts receivable, accounts payable and inventory declaration as at the end of each month, together with Monthly Statement of Borrowing Limit form 1634 and Officers Compliance Certificate form 1636 certifying that all lending conditions and requirements are being complied with, signed by an officer of the Borrower as correct, within 30 days of month-end;
2. Quarterly consolidated financial statement of the Borrower along Management Discussion and Analysis, within 45 days of quarter-end;
3. Quarterly Officers Compliance Certificate form 1636 and accompanying financial covenant calculations certifying that all lending conditions and requirements are being complied with, within 45 days of quarter-end;
4. Audited, annual consolidated financial statements of the Borrower prepared by a firm of qualified professional accountants within 120 days fiscal year-end;
5. ~~Notice to reader statements~~ **Internally prepared** annual financial statements of Wolverine Management Services Inc. and Wolverine Group Inc., prepared by a firm of qualified professional accountants within 120 days of fiscal year-end;
6. Annual internally prepared budget along with management discussion and analysis commentary, within 120 days of the Borrower's fiscal year-end;
7. Annual internally prepared equipment listing due within 120 days of fiscal year-end;
8. Any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.

SCHEDULE "D" - DEMAND**CONDITIONS PRECEDENT TO DRAWDOWN**

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

1. Executed Commitment Letter;
2. Following acquisitions, Borrower is to provide the Bank with a compliance certificate confirming compliance with all Bank financial covenants both pre and post-acquisition.
3. the Bank shall be satisfied with the business, assets, financial condition, and AML/KYC due diligence of the Borrowers and Guarantors and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered, as appropriate, and the Bank shall have received a solicitor's letter of opinion with respect to the same.

SCHEDULE "E" - DEMAND**GENERAL CONDITIONS****EVENTS OF DEFAULT**

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

MISCELLANEOUS CONDITIONS

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.

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

SCHEDULE “F” – DEMAND

SCHEDULE – STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

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

- 1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:
- (a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrow and give security;
 - (b) all the required security has been received and registered to our satisfaction;
 - (c) any special provisions or conditions set forth in the Agreement have been complied with; and
 - (d) if applicable, you have given us the required number of days notice for a drawing under a Loan.
- 1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.
- 1.17. **Use of the Operating Loan.** You will use your Operating Loan only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.
- 1.18. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:
- (a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.
 - (b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:
 - (i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.
- (ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).
- (c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.

ARTICLE 2 – DEFINITIONS

borrower regarding the re-investment and providing these loans are specifically postponed to the Bank.

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

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

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

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

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

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

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

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

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

“*Current Ratio*” means the ratio of Current Assets to Current Liabilities.

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

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

“*CWBdirect*” is a service available to allow customers the capability to access their bank accounts and general banking information using a personal computer with via the internet.

“*Debt to Tangible Net Worth Ratio*” means the ratio of Debt to Tangible Net Worth, where:

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

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

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

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

“*Letter of Credit*” or “*L/C*” means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

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

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

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

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

“*Monthly Statement of Borrowing Limit*” means the CWB form 1099 by that name, as it may from time to time be changed.

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

“*Operating Account*” means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

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

“*Principal Sum*” means the loan balance outstanding.

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

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

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

“*Shareholders’ Equity*” means paid-in capital, retained earnings and attributed or contributed surplus.

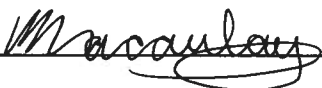
“*Standard Overdraft Rate*” means the variable reference interest rate per year declared by the Bank from time to time to be its standard overdraft rate on overdrafts in Canadian or U.S. dollar accounts maintained with the Bank in Canada.

“*Unwinding Costs*” means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential

between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.

“U.S. Base Rate” means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.

This is Exhibit "N" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



February 09, 2023

Wolverine Energy and Infrastructure Inc.

1711 9 Street
Nisku, Alberta
T9E 0R3

Attention: Jesse Douglas

Re: First Amendment to the Commitment Letter (Original Agreement) dated March 29, 2022 from Canadian Western Bank (the "Bank") to Wolverine Energy and Infrastructure Inc.(the "Borrower")

At the request of the Borrower and the Guarantor(s) the Bank has authorized the following amendments to the Original Agreement:

1. Loan Amount:

Section 1 of the Original Agreement shall be amended by adding the following:

1.1. Loan Segment (1): Demand Operating Overdraft in the amount of \$15,000,000 (also includes Letters of Credit/Guarantee (L/C) to a maximum \$1,000,000 Corporate VISA facility to a maximum of \$250,000); plus a \$2,000,000 un-margined temporary increase until February 28, 2023.

1.1.1. Loan Segment (1) to reduce to \$5,000,000 by the earlier of the sale of the Green Impact Partners Inc. shares or March 31, 2023.

2. Fees:

Section 6 of the Original Agreement shall be amended by adding the following:

6.9 Application Fee of \$10,000, payable in advance to the Bank, in addition to the Annual Review fee.

3. Security:

Section 7 of the Original Agreement shall be amended by adding the following to Schedule "A":

31. Amending Commitment Letter.

4. Margin Conditions:

Schedule B of the Original Agreement shall be amended by the following:

Loan Segment (1):

Total Outstanding Operating Loans authorized plus outstanding will be at all times the lesser of \$15,000,000 and;

75% of good earned trade accounts receivable less Priority Claims⁽¹⁾, Liable Payables⁽²⁾, Inter-company accounts, holdbacks receivable, accounts payable contras, and only the portion of accounts exceeding 90 days; plus 90% of investment grade accounts receivable, up to 90 days; plus 50% of the lesser of cost or current market value of saleable unencumbered inventory (after deducting under 30 day trade accounts payable) to a maximum of \$2,500,000, plus \$5,000,000 in margin-free availability.

Investment Grade accounts must have an S&P or equivalent rating of BBB- or better. Bond Ratings for Investment Grade companies included in AR will be reviewed annually based on publicly available reports.


⁽¹⁾ Priority Claims include deductions at source for Income Tax, Worker's Compensation, CPP and EI, GST, PST, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises.

⁽²⁾ Liable Payables are all accounts payable that are subject to lien under the Builder's Lien Act.


5. **Continuation of Original Agreement:**

The Borrower and the Guarantors hereby acknowledge and confirm that except as expressly amended herein, the Original Agreement and all of the terms and conditions therein shall continue to be in full force with respect to the loan. Please sign and return this letter by February 24,2023.

Yours truly,
CANADIAN WESTERN BANK



Pedro Lima
AVP, Business Development



Blair Zahara
AVP & Deputy Manager

ACKNOWLEDGEMENT:

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

BORROWER: WOLVERINE ENERGY AND INFRASTRUCTURE INC.

Signed  Accepted Feb 23, 2023
Date

Signed _____ Accepted _____
Date

GUARANTORS:

We acknowledge receiving advice of the Amendment described above and agree our guarantee is binding even if the Bank changes or waives compliance with the terms of this Amendment.

WOLVERINE GROUP INC.

Signed  Accepted Feb 23, 2023
Date

Signed _____ Accepted _____
Date

WOLVERINE MANAGEMENT SERVICES INC.

Signed  Accepted Feb 23, 2023
Date

Signed _____ Accepted _____
Date

WOLVERINE EQUIPMENT INC.

Signed  Accepted Feb 23, 2023
Date

Signed _____ Accepted _____
Date

FLO-BACK EQUIPMENT RENTAL AND SALES LTD.

Signed  Accepted Feb 23, 2023
Date

Signed _____ Accepted _____
Date

FLO-BACK EQUIPMENT INC.

Signed 

Accepted Feb 23, 2023
Date

Signed _____

Accepted _____
Date

WOLVERINE CONSTRUCTION INC.

Signed 

Accepted Feb 23, 2023
Date

Signed _____

Accepted _____
Date

WTI RENTALS LTD.

Signed 

Accepted Feb 23, 2023
Date

Signed _____

Accepted _____
Date

WESTERN CANADIAN MULCHING LTD.

Signed 

Accepted Feb 23, 2023
Date

Signed _____

Accepted _____
Date

LIBERTY ENERGY SERVICES LTD.

Signed 

Accepted Feb 23, 2023
Date

Signed _____

Accepted _____
Date

HD ENERGY RENTALS LTD.

Signed 

Accepted Feb 23, 2023
Date

Signed _____

Accepted _____
Date

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Signed	 _____	Accepted	<u>Feb 23, 2023</u> Date
--------	--	----------	-----------------------------

Signed	_____	Accepted	_____ Date
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BEARING TRANSPORT INC.

Signed	 _____	Accepted	<u>Feb 23, 2023</u> Date
--------	--	----------	-----------------------------

Signed	_____	Accepted	_____ Date
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BHW EMPLOYMENT SERVICES INC.

Signed	 _____	Accepted	<u>Feb 23, 2023</u> Date
--------	--	----------	-----------------------------

Signed	_____	Accepted	_____ Date
--------	-------	----------	---------------

This is Exhibit "O" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



December 16, 2023

McCarthy Tetrault LLP
4000, 421-7th Avenue SW
Calgary, AB
T2P 4K9

Via email to scollins@mccarthy.ca, wmacleod@mccarthy.ca,
pkiriakis@mccarthy.ca and nstewart@mccarthy.ca

Attention: Sean Collins, Walker W. MacLeod, Pantelis Kyriakakis and Nathan Stewart

Dear Sirs et Mesdames:

**Re: Canadian Western Bank v. Wolverine Energy and Infrastructure Inc. et al
Court of King's Bench of Alberta Judicial Centre Calgary
Court File No. 2301-16371**

Our office represents HD Northern Equipment Sales and Rentals Inc. and it is wrongly named as a defendant in the above captioned matter: 398793 B.C. Ltd. is the sole shareholder and is not associated with the remaining defendants (see attached filed changes).

You understand our rapidly rising concerns and by separate correspondence we will be addressing same with Keely Cameron of Bennet Jones LLP (who is copied this letter).

Of some import is that our client is not named in the CCAA proceedings: *In the Matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended* Court of King's Bench of Alberta, Judicial Centre Calgary, No. 2301-15988 (the "CCAA Proceedings").

What is puzzling is how it came to be named in the migration to the above action? Upon whose instructions?

We understand mistakes of this nature do occur and want to extricate all involved with a minimum of bother.

STEVEN^{PC}SCOPE

Barrister • Commercial Litigation

Suite 320, 10504 – 100th Ave.
Fort St. John, B.C., V1J 1Z2
t: (778) 844-0753



However, our client is now bound by an Order of the King's Bench. It no longer has control over its financial affairs. This is beyond distressing.

We demand Canadian Western Bank immediately file and serve a discontinuance removing our client from this action and release it from the effect of the Receivership Order. If a discontinuance will not release our client from the effect of the Receivership Order, to immediately inform us of same and to take all necessary steps to correct this error.

Further, we demand Canadian Western Bank immediately instruct the Receiver to remove our client from all forms, proposals, orders, documents and advertisements associated with the action and the Receivership.

Attached is the first page of the Receiver's Notice to Creditors. The naming of our client is libel.

Our client does reserve the right to seek judicial leave to proceed against the Receiver per section 7 of the Receivership Order.

We ask that proof of compliance with the above demands be provided to our office no later than Monday, December 18, 2023 at 4:30 PM.

A further concern is the possible impact these mistakes will have upon our client's reputation to lenders and others. We will be bringing our file forward in 4 weeks' time to have a credit review performed. If any entries associated with these matters are noted thereon, our client will be seeking damages.

I encourage you to ensure this does not occur.

All documents requested can be emailed to office@copelaw.ca.

While the above needed to be framed as demands, please understand we are not being obstreperous and will cooperate fully to ensure this is fixed.

STEVEN^DCOPE

Barrister • Commercial Litigation

Suite 320, 10504 – 100th Ave.
Fort St. John, B.C., V1J 1Z2
t: (778) 844-0753



Please do not hesitate to contact me if you have any questions. My mobile is 250.794.2399. I do not check my emails over the weekend.

Sincerely

Steven Cope

STEVEN  COPE

Barrister • Commercial Litigation

Suite 320, 10504 – 100th Ave.
Fort St. John, B.C., V1J 1Z2
t: (778) 844-0753

December 14, 2023

To: All Known Creditors of
Wolverine Energy and Infrastructure Inc., Wolverine Equipment Inc., Wolverine Construction Inc., Wolverine Management Services Inc., HD Northern Equipment Sales And Rentals Inc., HD Energy Rentals Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd., Western Canadian Mulching Ltd. and Wolverine Group Inc. (“Wolverine Group” or the “Debtor”).

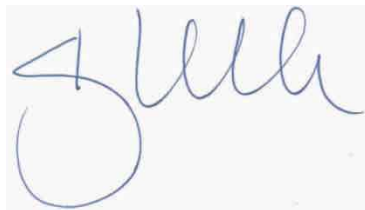
On December 8, 2023, FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all the assets, undertakings and properties of the Debtor pursuant to the Order of the Court of King’s Bench of Alberta (the “**Receivership Order**”). A copy of the Receivership Order and other public materials in respect of the receivership proceedings are available at the Receiver’s website:

<http://cfcanada.fticonsulting.com/Wolverine/>

Periodic updates on the progress of the receivership will be posted on the Receiver’s website. The Receiver may be contacted by email at Wolverine@FTIConsulting.com or by phone at 1-833-930-5077.

Enclosed is a copy of the Receiver’s Notice and Statement provided in accordance with Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*.

Yours truly,



FTI Consulting Canada Inc.,
in its capacity as receiver and manager of
Wolverine Group and not in its personal capacity

Change Director / Shareholder - Proof of Filing

Alberta Amendment Date: 2022/05/05

Service Request Number: 37553976

Corporate Access Number: 2020888711

Business Number:

Legal Entity Name: HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Legal Entity Status: Active

Min Number Of Directors: 1

Max Number Of Directors: 20



Annual returns are outstanding for the 2021 file year(s).

This confirms the Directors/Shareholders are amended/updated as of 2022/05/05

Director / Shareholder

Status: Inactive
Director / Shareholder Type: Director
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: DOUGLAS
First Name: JESSE
Street/Box Number: 1711 - 9 STREET
City: NISKU
Province: ALBERTA
Postal Code: T9E0R3
Appointment Date: 2017/12/29
Cessation Date: 2022/03/01

Status: Inactive
Director / Shareholder Type: Shareholder
Individual / Legal Entity Type: Legal Entity
Corporate Access Number: 2020887838
Business Number: 778013482
Last Name / Legal Entity Name: WOLVERINE ENERGY AND INFRASTRUCTURE INC.
Street/Box Number: 1711 - 9 STREET
City: NISKU
Province: ALBERTA
Postal Code: T9E0R3
Percent of Voting Shares: 100

Status: Active
Director / Shareholder Type: Director
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: QUIGLEY
First Name: RICHARD
Street/Box Number: P.O. BOX 280
City: CHARLIE LAKE
Province: BRITISH COLUMBIA
Postal Code: V0C1H0
Appointment Date: 2022/03/01

Status: Active
Director / Shareholder Type: Shareholder
Individual / Legal Entity Type: Other
Last Name / Legal Entity Name: 398793 B.C. LTD.
Street/Box Number: 10107-101 AVENUE
City: FORT ST.JOHN
Province: BRITISH COLUMBIA
Postal Code: V1J2B4
Percent of Voting Shares: 100

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2017/12/29
Share Structure	ELECTRONIC	2017/12/29
Restrictions on Share Transfers	ELECTRONIC	2017/12/29
Memo to File	ELECTRONIC	2018/01/10

Registration Authorized By: MICHAEL R.C. REID
 AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this proof of filing is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

RESOLUTION IN WRITING SIGNED BY THE SHAREHOLDER OF
HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
IN LIEU OF AN ANNUAL MEETING OF THE
SHAREHOLDER OF THE CORPORATION

WHEREAS the sole voting shareholder of the Corporation hereby acknowledges that at least 21 days prior to the date of this resolution they have received copies of the financial statements, documents and other information of the Corporation referred to in S. 155 of the *Business Corporations Act*, or, in the alternative; the undersigned shareholder of the Corporation hereby waives their right to receive from the Corporation, a copy of the financial statements, documents and other information of the Corporation within the time provided in S. 159 of the *Business Corporation Act*.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Financial statements for the last financial year end be and the same are hereby approved and adopted;
- 2. Pursuant to S. 163 of the *Business Corporation Act*, the Corporation not appoint an auditor and that _____ be and they are hereby appointed accounting advisors for the Corporation until the next annual meeting or until a successor is appointed;
- 3. The following person is hereby elected the sole director of the Corporation, to hold office until the next annual meeting of the Shareholders or until they cease to hold office or they are removed from office pursuant to the *Business Corporations Act*:

JESSE DOUGLAS

- 4. All act, contracts, resolutions, proceedings, appointments, elections and payments made, done and taken by the Directors of the Corporation since the last annual resolutions in writing of the Shareholders and as referred to in the resolutions in writing of the Directors of the Corporation or in the reports of the Corporation be and the same are hereby approved, ratified and confirmed.

Effective the 29th day of December, 2021.

The undersigned, being the sole voting shareholder of the Corporation, by the signature set forth below hereby adopts the foregoing resolutions for and on behalf of the Corporation effective as of the date first above written.

WOLVERINE ENERGY AND
INFRASTRUCTURE INC.

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

RESOLUTION OF THE SOLE DIRECTOR
OF
HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
(the "Corporation")

BE IT RESOLVED THAT the following person be appointed officer of the Corporation to hold office for the ensuing year or until a successor is appointed:

President and Secretary-Treasurer - JESSE DOUGLAS

Effective the 29th day of December, 2021.

The undersigned, being the sole director of the Corporation, by the signature set forth below hereby adopts the foregoing resolutions for and on behalf of the Corporation effective as of the date first above written.



JESSE DOUGLAS

**RESOLUTION OF THE SHAREHOLDERS OF
HD NORTHERN EQUIPMENT SALES AND RENTALS INC.
(the "Corporation")**

PURSUANT TO SECTION 141 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c. B-9
EFFECTIVE THE 1ST DAY OF MARCH, 2022

WHEREAS a Share Purchase Agreement (the "Agreement") between the Corporation as vendor and 398793 B.C. Ltd. as purchaser dated March 1, 2022, was presented;

NOW THEREFORE BE IT RESOLVED THAT the shareholders of the Corporation hereby waive notice and unanimously consent to said sale and purchase of shares and the Agreement be approved and entered into.

We, the undersigned, being all the shareholders of the above noted Corporation, hereby consent to the above resolutions as evidenced by our signatures hereto.

Wolverine Energy and Infrastructure Inc.



**Shannon Ostapovich
President**

**RESOLUTION OF THE DIRECTORS OF
HD NORTHERN EQUIPMENT SALES AND RENTALS INC.**

(the "**Corporation**")

PURSUANT TO SECTION 117 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c. B-9
EFFECTIVE THE 1ST DAY OF MARCH, 2022

The undersigned, being all of the directors (the "**Board**") of the Corporation by our respective signatures, hereby unanimously consent, in accordance with the Alberta *Business Corporations Act*, the Corporation's Bylaws and Articles:

WHEREAS a Share Purchase Agreement (the "**Agreement**") between the Corporation as vendor and 398793 B.C. Ltd. as purchaser was presented;

AND WHEREAS the shareholders of the Corporation have passed a resolution approving the Agreement and the sale and purchase of shares;

AND WHEREAS the Corporation desires to adopt a new form of share certificate for all the classes and series of shares thereon of the Corporation;

NOW THEREFORE IT IS RESOLVED THAT:

1. the Agreement and all documents associated therewith be approved and entered into on the terms and conditions set out therein;
2. that the Board approve and consent to the said transfer of shares;
3. any one officer or director of the Corporation is hereby authorized and directed to execute the Agreement and to do all acts and execute such other and further documents as may be required to give full force and effect to the Agreement;
4. that the form of share certificate attached hereto and marked "SAMPLE" be adopted for the shares of the Corporation of the class or series described thereon;
5. that the Secretary register the transfer of shares, cancel the existing share certificates, and issue the following new share certificate:

Share Certificate No.	Number and Class of Shares	Owner
01	100 Class A	398793 B.C. Ltd

6. that the Secretary make the proper amendments to the Corporate minute book to show that the shareholding of the Corporation are now as follows:

Name	Number and Class of Shares
398793 B.C. Ltd	100 Class A

HD NORTHERN EQUIPMENT SALES AND RENTALS INC.

Jesse Douglas
Director

TO: 398793 B.C. Ltd

RESIGNATION

I, Jesse Douglas, hereby resign as director and officer of HD Northern Equipment Rentals and Sales Inc.

Dated at the City of Edmonton, in the Province of Alberta, this 1st day of March 2022.

Jesse Douglas

TRANSFER DECLARATION

FOR VALUE RECEIVED, Wolverine Energy and Infrastructure Inc., hereby sells assigns and transfers unto HD Northern Equipment Rentals and Sales Inc., all outstanding shares of the capital stock of the same.

Dated at the City of Calgary, in the Province of Alberta, this 1st day of March 2022.

Wolverine Energy and Infrastructure Inc.



Shannon Ostapovich
President

HD Northern Equipment Sales and Rentals Inc.

Incorporated under the *Business Corporations Act* (Alberta)

No. 01

Class A

This is to certify that 398793 B.C. Ltd is the registered holder of 100 Class A fully paid and non-assessable shares of the Corporation without par value.

Rights, privileges, restrictions or conditions are attached to the shares represented by this certificate. The full text thereof can be obtainable on demand and without charge from the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its duly authorized officer this 1 day of March, 2022.



Jesse Douglas

HD Northern Equipment Sales and Rentals Inc.

Certificate # 01 Class A No. of Shares 100

Registered Name: 398793 B.C. Ltd.

Date entered in Shareholder Register: March 1, 2022.

Transfer Details

From: Treasury

To: 398793 B.C. Ltd. c/o Rick Quigley

Received Certificate Number: _____

Date: _____, 20____.

This is Exhibit "P" referred to in the Affidavit #2 of Rod Randall
sworn before me this 21st day of December, 2023.



A Commissioner for Oaths in and for the Province of Alberta

Kaelyn M. Macaulay
Student-At-Law



Bennett Jones LLP
4500 Bankers Hall East, 855 - 2nd Street SW
Calgary, Alberta, Canada T2P 4K7
Tel: 403.298.3100 Fax: 403.265.7219

Keely Cameron
Partner
Direct Line: 403.298.3324
e-mail: cameronk@bennettjones.com
Our File No.: 89248.6

December 19, 2023

Via E-Mail

Acting Chief Justice K. Nielsen
Court of Queen's Bench of Alberta
Law Courts Building
1-A Sir Winston Churchill Square
Edmonton AB T5J 0R2

Dear Justice Nixon:

Re: Receivership Order Granted on December 8, 2023 (Action No. 2301-16371)
Canadian Western Bank v. Wolverine Energy and Infrastructure Inc. et al

It has come to our attention that there are errors in the Consent Receivership Order granted by your lordship on December 8, 2023.

As advised in the application on December 8, 2023, we were counsel for the Wolverine Energy and Infrastructure Inc., and its wholly-owned subsidiaries, Wolverine Equipment Inc., Wolverine Construction Inc., HD Energy Rentals Ltd., In-Line Production Testing Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd., and Western Canadian Mulching Ltd. (collectively, "**Wolverine Group**"). The Wolverine Group were the Petitioners in proceedings commenced under the *Companies' Creditors Arrangement Act*. In advance of the comeback application, the Wolverine Group consented to the appointment of a receiver.

The recitals and signature line for the consent Receivership Order erroneously include as our clients, two other companies HD Northern Equipment Sales and Rentals Inc. and Wolverine Management Services Inc. We are not counsel for either of these companies and understand that they are not subsidiaries of Wolverine Energy and Infrastructure Inc. Consistent with paragraph 5 of the Supplemental Affidavit of Rod Randall sworn on December 8, 2023 filed in support of the Consent Receivership Order (enclosed), it was our understanding that the Receivership Order was only being sought in respect of the Wolverine Group.

We apologize for the oversight and have spoken to counsel for Canadian Western Bank regarding this matter, as well as counsel for HD Northern Equipment Sales and Rentals Inc. and the director for Wolverine Management Services Inc.

December 19, 2023

Page 2

We understand that Canadian Western Bank and their counsel are continuing to look into this matter on a high priority basis. We have offered to endorse an amended consent receivership order that remedies the errors noted above.

Yours truly,

BENNETT JONES LLP



Keely Cameron
Partner

KC:sd
Enclosures

cc: Sean Collins/Walker W. MacLeod, counsel to Canadian Western Bank
Kyle Kashuba, counsel to the Receiver
Jessie Douglas, Wolverine Management Services Inc.
Steven Cope/Leanne Williams, counsel to HD Northern Equipment Sales and Rentals Inc.