Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

APPLICATION RECORD

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

ROGER JAIPARGAS
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LSUC#66314K

Lawyers for the Applicant

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I N D E X

TAB 1

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NOTICE OF APPLICATION
(Appointment of Interim Receiver)

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on Wednesday, November 26, 2014 at 10:00 a.m. or so soon after that time as the application can be heard, at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: November 24, 2014

Issued by ____________________
Local Registrar

Address of court office:
330 University Avenue
7th Floor
Toronto, ON M5G 1R7

TO: THE ATTACHED SERVICE LIST

SERVICE LIST

TO:	**EBERSOLE EXCAVATING INC.** 2194 East Avenue Stevensville, Ontario L0S 1S0 **Attention: Darrell Ebersole** Email: ebersole@bellnet.ca Email: darrell.ebersole@ebersoles.com Email: darrell.ebersole@ebersoleexcavating.com
AND TO:	**D & S RAILWAY CONSTRUCTION INC.** 2194 East Avenue Stevensville, Ontario L0S 1S0 **Attention: Darrell Ebersole**
AND TO:	**DARRELL EBERSOLE** 2194 East Avenue Stevensville, Ontario L0S 1S0
AND TO:	**SANDRA EBERSOLE** 2194 East Avenue Stevensville, Ontario L0S 1S0
AND TO:	**GRANT THORNTON LIMITED** 19th Floor, Royal Bank Plaza South Tower 200 Bay Street, Box 55 Toronto, Ontario M5J 2P9 **Attention: Jake Wiebe, Senior Vice-President** Tel.: (416) 360-3069 Fax: (416) 360-4948 Email: jake.wiebe@ca.gt.com Proposed Interim Receiver

AND TO: **AIRD & BERLIS LLP**
Brookfield Place, Box 754
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Steven Graff
Tel.: (416) 865-7726
Fax: (416) 863-1515
Email: sgraff@airdberlis.com

Lawyers for the Proposed Interim Receiver

AND TO: **FOGLER, RUBINOFF LLP**
77 King Street West
Suite 3000, P.O. Box 95
TD Centre
Toronto, ON M5K 1G8

Attention: Joel D. Farber
Tel.: (416) 365-3707
Fax: (416) 941-8852
Email: jfarber@foglers.com

Lawyers for Maynards Industrial Limited

AND TO: **BDO CANADA LIMITED**
1 City Centre Drive
Suite 1040
Mississauga, Ontario L5B 1M2

Attention: Peter Naumis
Tel.: (905) 615-6207
Fax: (905) 615-1333
Email: pnaumis@bdo.ca

Proposal Trustee of Ebersole Excavating Inc.

AND TO: **JMA ACCOUNTING PROFESSIONAL CORPORATION**
1300 Cornwall Road, Suite 201
Oakville, Ontario L6J 7W5

Attention: John MacDonald

Tel.: (905) 338-8343 Ext. 221
Fax: (905) 338-8042
Email: jbm@jmagroup.ca

AND TO: **FLUXGOLD IZSAK JAEGER LLP**
10-50 West Pearce Street
Richmond Hill, Ontario L4B 1C5

Attention: Bruce R. Jaeger

Tel.: (905) 763-3770
Fax.: (905) 763-3772
Email: bjaeger@fijlaw.com

Lawyers for Ebersole Excavating Inc.

AND TO: **DH PROFESSIONAL CORPORATION**
51 Village Centre Place
Mississauga, ON L4Z 1V9

Attention: Douglas H. Hancock

Tel.: (905) 273-3339
Fax.: (905) 273-5672
Email: douglas@daiglehancock.com

Lawyers for BDO Canada Limited

AND TO: **CURTIS GAIL DEVELOPMENT CORPORATION**
4490 Montrose Road
Niagara Falls, ON L2H 1K2

AND TO: **ALLY CREDIT CANADA LIMITED**
P.O. Box 5000, Station D
Etobicoke, ON M9A 5E3

APPLICATION

1. **THE APPLICANT MAKES AN APPLICATION FOR AN ORDER:**

(a) if necessary, abridging the time for service of the Notice of Application and the Application Record and directing that any further service of the Notice of Application and the Application Record be dispensed with;

(b) appointing Grant Thornton Limited ("**GTL**") as interim receiver (the "**Interim Receiver**") over all of the personal property (the "**Property**") of Ebersole Excavating Inc. ("**Ebersole**") and D & S Railway Construction Inc. ("**D&S**", and along with Ebersole, the "**Debtors**") pursuant to section 47 of the *Bankruptcy & Insolvency Act* (the "**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**");

(c) lifting the stay of proceedings provided for in section 69.1 of the BIA in respect of the Proposal filed by Ebersole so that Trisura Guarantee Insurance Company ("**Trisura**") may commence the within proceedings for the appointment of the Interim Receiver over the Property of Ebersole and D&S; and

(d) such further and other relief as counsel may advise and this Honourable Court may permit.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

(a) The Debtors' business involves site preparation services including, excavating, grading, sewer and water systems and septic systems across southwestern Ontario;

(b) Certain performance and labour and material bonds (collectively, the "**Bonds**") were issued by Trisura whereby the Debtors are the principals under the Bonds;

(c) Pursuant to an Indemnity Agreement dated March 4, 2008 (the "**Indemnity Agreement**") in favour of Trisura by the Debtors, Darrell Ebersole and Sandra Ebersole (collectively, the "**Indemnitors**"), the Indemnitors have agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims, demands and liabilities of whatsoever kind or nature which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds;

(d) As security for the payment and performance of the obligations under the Indemnity Agreement, the Indemnitors provided security to Trisura pursuant to the provisions of the Indemnity Agreement;

(e) The Indemnitors are in default of their obligations to Trisura under the Indemnity Agreement;

(f) According to Trisura's records, as of November 19, 2014, the Indemnitors are or will be indebted to Trisura in the aggregate amount of $1,800,000, plus all additional losses, interest, fees, taxes, costs and expenses to which Trisura is entitled under the existing arrangements with the Indemnitors;

(g) On November 19, 2014, a demand for payment and a Notice of Intention to Enforce Security was issued to each of the Indemnitors in respect of the secured obligations under the Indemnity Agreement;

(h) Trisura understands that Ebersole is no longer an operating business and that it has no employees at this time;

(i) On November 12, 2014, Trisura learned that after Ebersole had filed a Notice of Intention to Make a Proposal, Ebersole and/or D&S sold certain of its assets and property to Maynards Industrial Limited ("**Maynards**") without notifying Trisura;

(j) On November 13, 2014, Trisura learned that Maynards has a public auction scheduled for December 4, 2014 in respect of the sale of certain assets of Ebersole and/or D&S;

(k) The appointment of an interim receiver is necessary for the protection of the Property;

(l) The stay of proceedings resulting from Ebersole filing a Proposal will materially prejudice the interests of Trisura;

(m) GTL is a licensed trustee under the BIA and has agreed to act as Interim Receiver, if so appointed;

(n) section 47 of the BIA;

(o) section 101 of the CJA;

(p) section 69.4 of the BIA;

(q) Rules 1.04, 2.01, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(r) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

(a) the affidavit of Stuart Detsky sworn November 24, 2014 and the exhibits referred to therein; and

(b) such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

November 24, 2014

BORDEN LADNER GERVAIS LLP
40 King Street West
Toronto, Ontario
M5H 3Y4

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LSUC#66314K

Lawyers for the Applicant

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TRISURA GUARANTEE INSURANCE COMPANY - and - **EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.**

Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF APPLICATION
(Appointment of Interim Receiver)

BORDEN LADNER GERVAIS LLP
40 King Street West
Toronto, Ontario
M5H 3Y4

ROGER JAIPARGAS
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Tel: (416) 367-6290
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LSUC#66314K

Lawyers for the Applicant

TAB 2

Court File No.

ONTARIO
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AFFIDAVIT OF STUART DETSKY
(Sworn November 24, 2014)

I, STUART DETSKY, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am Assistant Vice President, Surety and Warranty Claims at Trisura Guarantee Insurance Company ("**Trisura**") and as such I have personal knowledge of the matters deposed hereto, save and except where stated to be based on information and belief, in which case I do verily believe the same to be true.

2. This affidavit has been prepared in support of an application by Trisura for the appointment of an interim receiver over all of the assets, properties and undertaking of Ebersole Excavating Inc. ("**Ebersole Excavating**") and D&S Railway Construction Inc. ("**D&S**") ("Ebersole Excavating" and "D&S" shall hereinafter be referred to as the

"**Debtors**"), including all proceeds thereof, (the "**Property**") to protect and preserve the Property.

Background

3. Ebersole Excavating is an Ontario corporation that was incorporated on February 9, 1996. Darrell W. Ebersole ("**Darrell**") is the President and a Director. Sandra L. Ebersole ("**Sandra**") is also a Director. Attached hereto and marked as Exhibit "**A**" is a copy of a Corporation Profile Report for Ebersole Excavating dated November 12, 2014 from the Ministry of Government Services (Ontario).

4. D&S is an Ontario corporation that was incorporated on April 2, 2003. Darrell is the President and a Director. Sandra is also a Director. Attached hereto and marked as Exhibit "**B**" is a copy of a Corporation Profile Report for D&S dated November 12, 2014 from the Ministry of Government Services (Ontario).

5. Ebersole Excavating is in the business of site preparation services including, excavating, grading, sewer and water systems and septic systems across southwestern Ontario.

6. D&S is in the business of railway construction and repair across southwestern Ontario.

7. Both Ebersole Excavating and D&S have a registered office located at 2194 East Avenue, Stevensville, Ontario (the "**Premises**"). I understand that the Premises are used both for the purposes of the business of the Debtors and as the residence for Sandra. I further understand that Darrell previously resided at the Premises, but has since moved. I do not know where Darrell currently resides.

Dealings between Trisura and the Debtors

8. Trisura established a surety bonding facility for each of the Debtors to issue various Performance Bonds and Labour and Material Payment Bonds (collectively referred to as the "**Bonds**"). As security for payment and performance of the obligations owed by the Debtors to Trisura under the surety bonding facility, each of the Debtors, Darrell and Sandra executed an Indemnity Agreement dated March 4, 2008 in favour of Trisura (the "**Indemnity Agreement**"). A copy of the Indemnity Agreement is attached hereto and marked as Exhibit "**C**".

9. In general, a Performance Bond ("**Performance Bond**") guarantees to the owner of a project (called the "**Obligee**" in the Performance Bond) that the contractor (called the "**Principal**" in the Performance Bond) will perform the contract. The Performance Bond further provides that if the Principal defaults in the performance of the contract, the surety will arrange for completion so long as the Obligee has performed its obligations under the contract and complied with the terms and conditions of the Performance Bond. A copy of the Performance Bond issued on the Trisura Bonded Projects (as defined below) is attached hereto and marked as Exhibit "**D**".

10. In general, a Labour and Material Payment Bond ("**L&M Bond**") guarantees to the Obligee that the suppliers of materials and subcontractors to the Principal on the bonded projects will be paid their outstanding accounts in accordance with the terms and conditions of the L&M Bond. Copies of the L&M Bonds issued on the Trisura Bonded Projects (as defined below) are collectively attached hereto and marked as Exhibit "**E**".

11. Attached hereto and marked as Exhibit "**F**" is a complete list of the issued bonds that pertain to the Debtors (collectively, the "**Trisura Bonded Projects**").

Claims on the Bonds

12. Over the last few months, Trisura began to receive notices from subcontractors and suppliers on the Trisura Bonded Projects under the L&M Bond. As at the date of this Affidavit, Trisura has received ten (10) L&M Bond claims in the approximate amount of $516,554.09, as a result of the Debtors' alleged failure to pay its subcontractors and suppliers on the Trisura Bonded Projects. Trisura has received notification from certain Obligees of potential claims under the L&M Bonds and it expects to receive further claims under the L&M Bonds as subcontractors and suppliers learn of the insolvency proceedings commenced by Ebersole Excavating, as more particularly described below.

13. On or about July 28, 2014, Trisura received a claim on the Performance Bond from the Regional Municipality of Niagara ("**Niagara Region**") in respect of a project referred to as the Humberston Landfill Site (the "**Humberston Project**"). As at the date of this Affidavit, Trisura continues to work with Niagara Region in connection with the claim made on the Performance Bond.

Commencement of Insolvency Proceedings by Ebersole Excavating

14. On June 19, 2014, Ebersole Excavating filed a Notice of Intention to Make a Proposal ("**NOI**") under the *Bankruptcy and Insolvency Act* ("**BIA**") and BDO Canada Limited ("**BDO**") agreed to act as the proposal trustee (the "**Proposal Trustee**"). Attached hereto and marked as Exhibit "**G**" is a copy of the NOI.

15. Ebersole Excavating filed a proposal with the Official Receiver on July 18, 2014. The proposal (the "**Proposal**") was subsequently approved by the creditors and approved by the Court. Attached hereto and marked as Exhibit "**H**" is a copy of the Statement of Affairs filed by Ebersole Excavating in its proposal proceedings. Attached hereto and marked as Exhibit "**I**" is a copy of the Proposal filed by Ebersole Excavating. Attached hereto and marked as Exhibit "**J**" is a copy of the Report of the Trustee on the Proposal. Attached hereto and marked as Exhibit "**K**" is a copy of the Order of Registrar Wiebe dated October 21, 2014 approving the Proposal.

16. The Proposal of Ebersole Excavating provides as follows under the heading "Secured Creditors, Lien Claimants and Trust Creditors":

> The claim of Secured Creditors shall, subject to the provisions of the Act, be paid in accordance with the arrangements between the Company and the holder of such claims which were in effect on the Date of Filing or such other terms as may be mutually agreed between them following the Date of Filing.

Accordingly, the Proposal carves out secured creditors from the proposed compromise set out therein.

Default of the Debtors under the Surety Bonding Facility

17. The Debtors have committed various events of default under the Indemnity Agreement. Accordingly, by letter dated June 30, 2014, Trisura demanded payment from D&S, Darrell and Sandra (the "**Trisura Demand Letter**"). The Trisura Demand Letter provided that Trisura had received several notices of claim for payment from claimants with respect to the Trisura Bonded Projects and that it was expecting to receive a claim from Niagara Region pursuant to the Performance Bond issued in respect of that project.

Since the delivery of the Trisura Demand Letter on June 30, 2014, a claim has been filed by Niagara Region, as noted above. Attached hereto and marked as Exhibit "**L**" is a copy of the Trisura Demand Letter.

18. In the Trisura Demand Letter, Trisura advised certain of the Indemnitors (as defined in the Indemnity Agreement) that as at the date thereof, Trisura had incurred Indemnity Losses (as defined in the Indemnity Agreement) in the amount of approximately $403,000. Since the Trisura Demand Letter was issued, Trisura has in fact and will incur further losses in connection with the Trisura Bonded Projects.

19. On November 19, 2014, Borden Ladner Gervais LLP ("**BLG**"), the lawyers for Trisura, delivered letters to each of the Debtors, Darrell and Sandra advising of the occurrence of various events of default under the Indemnity Agreement, demanding payment in respect of the Indemnity Losses (as defined in the Indemnity Agreement) and advising the Debtors, Darrell and Sandra of Trisura's intention to enforce its security, pursuant to the Indemnity Agreement. BLG, on behalf of Trisura, also delivered to the Debtors, Darrell and Sandra a Notice of Intention to Enforce Security (the "**NITES**") in respect of the Indemnity Losses (as defined in the Indemnity Agreement) incurred under the Indemnity Agreement as part of its correspondence on November 19, 2014 (the "**BLG Demand Letters**"). Copies of the BLG Demand Letters and the NITES sent to each of the Debtors, Darrell and Sandra are attached hereto and marked as Exhibit "**M**".

Recent Events of Concern to Trisura

20. Over the last few months, the Debtors, Darrell and Sandra were represented by John MacDonald ("**MacDonald**") of JMA Accounting Professional Corporation ("**JMA Accounting**"). Representatives of Trisura have had various discussions with MacDonald from time to time, with respect to the Proposal filed by Ebersole Excavating and the status of the various Trisura Bonded Projects.

21. At some point in the summer of 2014, Trisura was advised by MacDonald that Ebersole Excavating and/or D&S were considering a possible sale of certain assets. However, at no time was Trisura ever advised by representatives of Ebersole Excavating, D&S or by

MacDonald, that Ebersole Excavating and/or D&S had in fact concluded a transaction for the sale of certain assets to a third party.

22. In the afternoon of November 12, 2014, Trisura learned that certain of the assets of Ebersole Excavating and/or D&S were sold to Maynards Industrial Limited ("**Maynards**").

23. The information that assets belonging to Ebersole Excavating and/or D&S had been sold to Maynards came as a complete surprise to Trisura, who had previously made registrations as against each of the Debtors, Darrell and Sandra pursuant to the provisions of the *Personal Property Security Act* (Ontario) ("**PPSA**"). Attached hereto and marked as Exhibit "**N**" are copies of Enquiry Response Certificates with a file currency of November 17, 2014 in respect of each of Ebersole Excavating, D&S, Darrell and Sandra.

24. In light of the information learned by Trisura in the afternoon of November 12, 2014, Trisura instructed BLG to deliver a letter to each of Maynards and JMA Accounting setting out the position of Trisura in connection with the transaction which Trisura understood had occurred between Ebersole Excavating and/or D&S and Maynards and requesting information and documents from each of Maynards and/or JMA Accounting with respect to the transaction. Attached hereto and marked as Exhibit "**O**" is a copy of the BLG letter delivered to each of Maynards and JMA Accounting on November 14, 2014 (the "**Maynards Letter**").

25. On November 14, 2014, BLG also delivered an email to Peter Naumis at BDO requesting information about recent events and the proposal proceedings of Ebersole Excavating. The November 14, 2014 email to BDO also attached a copy of the Maynards Letter. Attached hereto and marked as Exhibit "**P**" is a copy of the BLG email to BDO dated November 14, 2014.

26. I am advised by Roger Jaipargas, a partner at BLG, and do verily believe, that shortly after delivery of the Maynards Letter, he received a call from Mike McIntosh at Maynards with regard to the Maynards Letter. Attached hereto and marked as Exhibit "**Q**" is a copy of a transcribed voicemail message from Mr. McIntosh of November 14, 2014.

27. I am further advised by Mr. Jaipargas and do verily believe that in the afternoon of November 14, 2014, he spoke with Mr. McIntosh at Maynards and requested that Maynards provide the information set out in the Maynards Letter on an expedited basis. Attached hereto and marked as Exhibit "**R**" is a copy of an email delivered by Mr. McIntosh to BLG in the afternoon of November 14, 2014, attaching a copy of the Purchase and Sale Agreement between D&S and Maynards, as well as particulars with regard to the transfer of funds.

28. A review of the Purchase and Sale Agreement between D&S and Maynards discloses that the purchase price for the assets, which includes various pieces of equipment, is $1,350,000 and that the purchase price was paid to D&S.

29. I am advised by Mr. Jaipargas and do verily believe that he has confirmed with Tony Van Klink, a partner with Miller Thomson LLP, the lawyers for Bank of Montreal ("**BMO**"), that the obligations of Ebersole Excavating and D&S to BMO have been repaid.

30. On November 19, 2014, BLG received from Joel Farber at Fogler, Rubinoff LLP ("**Fogler**"), the lawyers for Maynards, a letter dated October 29, 2014 from Mr. Van Klink to the Debtors, with a payout statement in respect of the obligations owing to BMO (the "**Miller Thomson Letter**"). According to the payout statement attached to the Miller Thomson Letter, the amount owing to BMO as at October 31, 2014 was $728,737.27. Attached hereto and marked as Exhibit "**S**" is a copy of the Miller Thomson Letter.

31. The Purchase and Sale Agreement notes that the vendor is D&S. However, the financial statements for each of Ebersole Excavating and D&S disclose that both Ebersole Excavating and D&S own equipment. Interestingly enough, the Maynards brochure (as discussed below), advertising the sale of the equipment Maynards purported to purchase from D&S, has pictures of pieces of equipment that are clearly labelled as "Ebersole". The Statement of Affairs that was sworn by Darrell on behalf of Ebersole Excavating on July 18, 2014, list assets for Ebersole Excavating, including equipment in the amount of $453,940. In fact, some of the equipment included in the Maynards brochure would not be equipment that would typically be used by D&S in its operations. Attached hereto and

marked as Exhibit "**T**" are copies of Financial Statements for each of the Debtors for the last few years.

Request for the Appointment of an Interim Receiver and Urgency

32. Trisura has learned that Maynards intends to hold a public auction on December 4, 2014 to sell the equipment that Maynards purported to purchase from D&S. In connection therewith, representatives from Trisura were able to obtain a copy of the brochure advertising the public auction scheduled for December 4, 2014, a copy of which is attached hereto and marked as Exhibit "**U**".

33. Trisura is very concerned about the pending sale of the equipment by Maynards. BLG has put Maynards on notice of Trisura's interest in the equipment. Depending on the outcome of discussions with Maynards with regard to the transaction involving D&S and Maynards, further relief may be sought from the Court on an expedited basis.

34. Trisura does not have full particulars on the use of the funds derived from the Maynards transaction, which I understand closed on or about October 31, 2014. On November 19, 2014, I had a call with Darrell, at which time he indicated that he believes that approximately $75,000 was paid to Caterpillar Financial Services Limited and approximately $200,000 was paid to JMA Accounting, subsequent to the closing of the Maynards transaction.

35. In response to the BLG email of November 14, 2014, Mr. Naumis of BDO confirmed in an email to BLG on November 17, 2014, that Ebersole Excavating ceased operating prior to the filing of the NOI, the company had employees up until May, 2014 and that the last payroll was June 6, 2014. Attached hereto and marked as Exhibit "**V**" is a copy of the BDO email of November 17, 2014.

36. Under the terms of the Proposal filed by Ebersole Excavating, the "Backer" (as defined in the Proposal) is D&S. Trisura is concerned that the surplus proceeds from the Maynards sale will be used by Ebersole Excavating and D&S to fund a proposal for a company that is no longer operating, simply to absolve the Directors of certain liabilities. This is confirmed in the BDO email of November 17, 2014.

37. On November 12, 2014, BLG obtained Ontario Writ Locator searches on each of the Debtors, Darrell and Sandra. The Ontario Writ Locator searches disclosed that there is a writ of seizure and sale that has been filed in favour of Koppers Inc. as against D&S in the amount of $32,449.99. Attached hereto and marked as Exhibit "**W**" are copies of the Ontario Writ Locator searches for each of the Debtors, Darrell and Sandra.

38. On or about November 10, 2014, a representative of Trisura attended at the location of the Humberston Project and noticed that a trailer (which Trisura understands contained documents and information with respect to the Debtors' business operations) was removed from the site. As part of the exercise of responding to various claims under the surety bonding facility, Trisura requires such documentation in order to evaluate the claims that have been filed by various parties.

39. As a consequence of the troubling developments that Trisura has learned of in the last few days, the inability of Trisura to get information and documents from the Debtors and/or JMA Accounting, as its advisor, Trisura has lost confidence in the management of the Debtors.

40. In order to prevent the imminent erosion of Trisura's security and to ensure that there is some ability to safeguard the assets of the Debtors and gather information and report back to the stakeholders and the Court, it is necessary that an interim receiver be appointed over the Property of the Debtors.

41. Trisura is of the view that Grant Thornton Limited ("**GTL**") would be well-suited to act as interim receiver of the Debtors. In connection therewith, GTL has agreed to accept the appointment, if so appointed by the Court. Attached hereto and marked as Exhibit "**X**" is a copy of the Consent signed by GTL.

42. At this time, Trisura is seeking the appointment of an interim receiver over the Debtors, but is not seeking the appointment of an interim receiver over the assets, property and undertaking of Darrell or Sandra. Trisura reserves the right to seek such further relief from the Court in that regard if same becomes necessary or appropriate under the circumstances.

43. On November 19, 2014, a representative from Trisura was copied on an email sent to Mr. McIntosh, who is with Maynards, from the email address "ebersole@bellnet.ca" advising that any correspondence concerning this matter should be sent directly to "our lawyer" Bruce Jaeger and that Trisura should not "contact us directly". I presume that this email was from either Darrell or Sandra, but the email does not specify. At this time, neither Trisura nor BLG has been contacted by Mr. Jaeger, who I understand is with the law firm Fluxgold Izsak Jaeger LLP. Accordingly, Trisura and BLG cannot confirm at this time as to whether Mr. Jaeger is in fact acting in connection with this matter. However, I understand that BLG intends to serve a copy of the Application Record for the appointment of the Interim Receiver on Mr. Jaeger. Attached hereto and marked as Exhibit "**Y**" is a copy of the email dated November 19, 2014, as referenced above.

44. I swear this Affidavit in support of an application for the appointment of an Interim Receiver over the Property of the Debtors and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 24th day of November, 2014	)))))))	**STUART DETSKY**

A Commissioner of Oaths, etc.
ROGER JAIPARGAS

Court File No.

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY - and - **EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.**

Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF STUART DETSKY
(sworn November 24, 2014)

BORDEN LADNER GERVAIS LLP
40 King Street West
Toronto, Ontario
M5H 3Y4

ROGER JAIPARGAS
Tel: (416) 367-6266
Fax: (416) 361-7067
Email: rjaipargas@blg.com
LSUC# 43275C

ANDREW HODHOD
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Fax: (416) 361-2799
Email: ahodhod@blg.com
LSUC#66314K

Lawyers for the Applicant

TOR01: 5762742: v7

A

This is Exhibit **A** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
Roger Jaipargas

Request ID: 017030759	Province of Ontario	Date Report Produced:	2014/11/12
Transaction ID: 55934562	Ministry of Government Services	Time Report Produced:	09:59:33
Category ID: UN/E		Page:	1

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1162627

Corporation Name
EBERSOLE EXCAVATING INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	CHANGE NOTICE PAF: RUCH, GERALD	1	2009/09/02	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2008 PAF: EBERSOLE, D	1C	2009/06/09	
CIA	ANNUAL RETURN 2007 PAF: EBERSOLE, D	1C	2008/10/27	
CIA	ANNUAL RETURN 2004 PAF: EBERSOLE, SANDRA	1C	2005/06/30	
CIA	ANNUAL RETURN	1C	2004/01/19	
CIA	ANNUAL RETURN	1C	2002/12/05	
CIA	ANNUAL RETURN	1C	2002/03/07	
CIA	INITIAL NOTICE PAF: EBERSOLE, DARRELL W.	1	1996/04/18	
BCA	ARTICLES OF INCORPORATION	1	1996/02/09	

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1162627	EBERSOLE EXCAVATING INC.	1996/02/09

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

2194 EAST AVE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Mailing Address

2194 EAST AVE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date

NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00002	00002	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1162627	EBERSOLE EXCAVATING INC.

Corporate Name History	Effective Date
EBERSOLE EXCAVATING INC.	1996/02/09

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

SANDRA
L.
EBERSOLE

Address

2194 EAST AVE.

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
1996/02/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1162627	EBERSOLE EXCAVATING INC.

Administrator:
Name (Individual / Corporation)

SANDRA
L.
EBERSOLE

Address

2194 EAST AVE.,

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
1996/02/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	

Administrator:
Name (Individual / Corporation)

SANDRA
L.
EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
1996/02/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1162627	EBERSOLE EXCAVATING INC.

Administrator:
Name (Individual / Corporation)

DARRELL
W.
EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
1996/02/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

DARRELL
W.
EBERSOLE

Address

2194 EAST AVE.

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
1996/02/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1162627	EBERSOLE EXCAVATING INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2009/09/02 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

B

This is Exhibit **B** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1546983

Corporation Name
D & S RAILWAY CONSTRUCTION INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	CHANGE NOTICE PAF: RUCH, GERALD	1	2009/09/01	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2007 PAF: BRUYNS, CASEY	1C	2008/10/27	
CIA	ANNUAL RETURN 2004 PAF: EBERSOLE, D	1C	2005/02/28	
CIA	ANNUAL RETURN PAF: EBERSOLE, D	1C	2004/01/16	
CIA	INITIAL RETURN PAF: RUCH, GERALD F.	1	2003/05/28	
BCA	ARTICLES OF INCORPORATION	1	2003/04/02	

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1546983	D & S RAILWAY CONSTRUCTION INC.	2003/04/02
		Jurisdiction
		ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Mailing Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00006	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1546983	D & S RAILWAY CONSTRUCTION INC.

Corporate Name History	Effective Date
D & S RAILWAY CONSTRUCTION INC.	2003/04/02

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

SANDRA

EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
2003/04/02	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1546983	D & S RAILWAY CONSTRUCTION INC.

Administrator:
Name (Individual / Corporation)

SANDRA

EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
2003/04/02	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation)

SANDRA

EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
2003/04/02	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1546983	D & S RAILWAY CONSTRUCTION INC.

Administrator:
Name (Individual / Corporation)

DARRELL

EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
2003/04/02	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

DARRELL

EBERSOLE

Address

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began	First Director	
2003/04/02	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1546983	D & S RAILWAY CONSTRUCTION INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2009/09/01 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

C

This is Exhibit **C** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
Robert Ispanova

TRISURA
GUARANTEE INSURANCE COMPANY

70 York Street, Suite 1100
Toronto, ON M5J 1S9
Phone: (416) 214-2555
Fax: (416) 214-9597

RECEIVED ...

INDEMNITY AGREEMENT
IN FAVOUR OF

TRISURA GUARANTEE INSURANCE COMPANY

made under the laws of the Province of Ontario as of March 4, 2008

BY: **Ebersole Excavating Inc.**
D&S Railway Construction Inc.
Darrell Ebersole
Sandra Ebersole

(the person(s) listed above being collectively the "Indemnitors" and each an "Indemnitor")

WHEREAS

(A) one or more of the Indemnitors, in his, its or their own name(s) or as joint venturer(s) with others, may desire, or be required, to procure the execution and delivery by Trisura Guarantee Insurance Company (the "Surety") of Bonds as hereinafter defined or one or more of the Indemnitors may request the Surety to refrain from cancelling or attempting to cancel such Bonds as the Surety may already have executed or procured the execution of;

(B) each of the Indemnitors understands that the Surety expressly requires the delivery of this Agreement as part of the consideration for the execution by the Surety of such Bonds which may already have been furnished by the Surety in reliance upon a representation that this Agreement would be executed, or which may hereafter be furnished, or for the refraining from cancelling or attempting to cancel said Bonds; and

(C) each of the Indemnitors hereby represents to the Surety that such Indemnitor has a substantial, material and beneficial interest in the obtaining of Bonds (whether or not such Indemnitor is a principal under any Bond(s) as hereinafter defined) or in the Surety's refraining from cancelling or attempting to cancel Bonds.

NOW THEREFORE, in consideration of the sum of Two Dollars ($2.00) and other good and valuable consideration paid or furnished by the Surety to each of the Indemnitors (the receipt and sufficiency of which are hereby acknowledged) and of the Surety having executed in the past, presently executing or procuring the execution of Bonds for which application is now pending, or which may be hereafter applied for, or executing in the future one or more Bonds, or of any alteration, renewal, continuation or extension thereof, or of the Surety's refraining from cancelling or attempting to cancel the same, the Indemnitors jointly, severally and for each other do hereby covenant and agree with the Surety as follows:

1. DEFINITIONS

In the present Agreement:

(a) "Bond" means a contract of suretyship, guarantee or indemnity, an agreement or consent to provide such a contract and the continuation, extension, alteration, amendment, increase, decrease, renewal or substitution of such a contract, agreement or consent, in respect of the Indemnitor(s) (or any or all of them, if more than one, or any affiliate(s) and/or partner(s) of any of them, or any other principal for which the same is requested by an Indemnitor), whether issued by the Surety, any successor of the Surety, or any Beneficiary as defined by section 8 below, and whether issued before, on or after the date of this Agreement;

(b) "Bonded Contract" means a Contract in respect of which any Bond(s) is or may at any time hereafter be issued;

(c) "Bonding Facility" means any past, present or future agreement or arrangement between the Surety and the Indemnitors or any of them providing for the issuance of any Bond(s);

(d) "Contract" includes all documents comprising the contract documents including but not limited to general and special conditions, specifications and drawings, and every change, addition, substitution, successor or new contract;

(e) "Contract Equipment and Material" includes all Equipment and Material which are now or may hereafter be in, about or upon the site of work contemplated by any Bonded Contract or Unbonded Contract, including supplies and materials now or hereafter purchased for or chargeable to any such contract which may be in progress of construction, or in storage elsewhere, or in transportation to any such site;

(f) "Equipment and Material" includes machinery, equipment, plant, tools, supplies, inventory and materials;

(g) "Event of Default" is defined in clause 15(d);

(h) "execute" and "execution" include procure and procurement for execution;

(i) "hereof", "herein", "hereto" and similar expressions mean and refer to this Agreement and not to any particular section, subsection, clause or subclause;

(j) "Other Contract Assets" means all assets other than Equipment and Materials which are, or may hereafter be, used or useful for the performance or completion by any Indemnitor of any Contract (whether a Bonded Contract or an Unbonded Contract), whether or not such assets are specific to any such Contract, and including without limitation licences, intellectual property rights, computer hardware, software and data, and storage media;

(k) "person" means and includes individuals, partnerships, joint ventures, trusts, corporations and associations;

(l) "principal" means, in relation to any Bond or Bonded Contract, each and all of the principal(s) named therein or a party thereto;

(m) "Unbonded Contract" means a Contract to which any Indemnitor is a party and in respect of which, as at the time in question, there is no Bond in force, whether or not any Bond(s) have previously been issued in respect thereof, and whether or not any bond has been issued in respect thereof by any other surety;

(n) the singular form includes the plural and the plural includes the singular, and the word "Indemnitors" or any pronoun referring thereto, whether singular or plural, is to be construed as referring to the undersigned person(s), though they be or include one or more individuals, partnerships, associations or corporations;

(o) the neuter pronoun shall be read as masculine or feminine, as circumstances require; and

(p) the division of this Agreement into sections, subsections, clauses and subclauses, and the insertion of headings, are for convenience of reference only and shall not affect the interpretation or construction hereof.

2. **INDEMNITY**

Each of the Indemnitors shall indemnify and keep indemnified the Surety, against any and all losses, charges, expenses, costs, claims, demands and liabilities (hereinafter called "Indemnity Losses") of whatsoever kind or nature (including, but not limited to, the fees and disbursements of adjusters, consultants and counsel and the establishment or increase of a reserve to cover any possible Indemnity Loss) which the Surety may sustain or incur:

(a) by reason of having executed or procured the execution of any Bond(s) (or an allegation that the Surety should have done so); or
(b) by reason of the failure of the Indemnitors to perform or comply with this Agreement or any Bonding Facility; or
(c) in enforcing any of the covenants and conditions hereof.

3. **PERFORMANCE AND FEES**

(a) The Indemnitors covenant to perform all the conditions of each Bond, Bonded Contract and Unbonded Contract, and any and all alterations, modifications, renewals, continuations and extensions thereof.
(b) Without limiting the generality of the foregoing, the Indemnitors shall pay to the Surety:
  (i) all fees related to Bonds;
  (ii) any annual fee, setup fee or prequalification fee related to any Bonding Facility; and
  (iii) any other expenses incurred by the Surety in relation to the establishment and maintenance of a Bonding Facility for the Indemnitors or any of them.

4. **APPLICATION OF THIS AGREEMENT**

(a) This Agreement shall apply to all Bonds executed by or on behalf of the Surety, and any Bonding Facility relating thereto, on behalf of:
  (i) any Indemnitor(s);
  (ii) any present or future affiliate(s) or partner(s) of any Indemnitor; or
  (iii) any other principal at the request of an Indemnitor;

  in each case in its own name or as joint venturer with others, from time to time, whether prior to or subsequent to the execution and delivery hereof, and over an indefinite period of years, until this Agreement shall be terminated in accordance with the terms hereof, and the Indemnitors agree that notice of the execution of such Bonds need not be communicated to them. For greater certainty, and without limiting the generality of any other provision hereof, this Agreement shall also apply to any other matter arising out of or connected with any such Bond (including any Bond applied for but not issued) or any Bonded Contract or Unbonded Contract relating to any such party.
(b) This Agreement shall bind:
  (i) any present or future affiliate or partner of any of the Indemnitors; and
  (ii) any participant in any joint venture or other form of common enterprise of which the Indemnitor was a member (or was to become a member) at the time a Bond was furnished;

  and the Indemnitors shall, upon the request of the Surety, cause any such affiliate, partner or participant to execute and deliver to the Surety an adhesion, in such form and terms as may be required by the Surety, agreeing to be bound by this Agreement.

5. **AUTHORITY TO EXECUTE BONDS**

Requests to the Surety to execute any Bond(s) may be made by any of the Indemnitors or (where an Indemnitor is not an individual) any officer, employee or partner of any of the Indemnitors, or by any agent or broker reasonably believed by the Surety to be representing any of the Indemnitors. Such requests, whether made in writing (mailed, delivered or telecopied), by telegraph, by personal interview or by telephone, shall be regarded as sufficient and ample authority for the Surety to execute any such Bond(s).

6. **ABSOLUTE RIGHT TO DECLINE TO ISSUE BONDS**

(a) The Surety, at its option and in its sole discretion, may decline to execute, or provide any Bond(s) applied for without incurring any liability whatever to the Indemnitors or any of them or affecting the liability of the Indemnitors or any of them hereunder to the Surety.
(b) Each of the Indemnitors acknowledges that:
  (i) the Surety is under no obligation to issue any Bond(s);
  (ii) such Indemnitor is not relying and will not rely on any agreement, assurance, understanding, warranty, representation, condition precedent, collateral agreement or other commitment of any kind whatsoever (including without limitation any letter setting out terms and conditions for a Bonding Facility) purporting to be made or entered into by or on behalf of the Surety obliging the Surety to issue any Bond(s);
  (iii) issuance of any Bond(s) shall not estop the Surety from declining to issue any other Bond(s) or constitute a waiver of the Surety's absolute right to decline to issue any Bond(s); and
  (iv) if the Surety issues a bid bond, agreement to bond (or "surety's consent") or similar undertaking and the applicant is successful in bidding the project, the Surety may nevertheless decline to issue the performance bond, the payment bond, or any other bond required by the awarding entity, without incurring any liability to the Indemnitors, who hereby agree that such a bid bond, agreement or undertaking is a Bond to which this Agreement applies.

7. **PARTIAL INVALIDITY OF EXECUTION**

(a) If any of the persons named herein as an Indemnitor fails to execute this Agreement or if the execution hereof by any of the Indemnitors shall be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner diminish or otherwise affect the obligation or liability hereunder of any other of the Indemnitors.
(b) Failure of the principal to sign any Bond shall not relieve the Indemnitors of liability under this Agreement.

8. **PROTECTION OF OTHER SURETIES**

If the Surety issues any Bond with a co-surety, reinsures any portion of a Bond with any other company, or procures the issuance of any Bond by any other company (whether or not the Surety issues, or retains any portion of, such Bond), the Indemnitors agree with any and all such co-sureties, reinsurers or issuing companies (hereinafter collectively referred to as the "Beneficiaries") that the benefits hereof shall extend to and protect each of the Beneficiaries. The Surety hereby declares that it is the trustee of all of the rights of the Beneficiaries under the foregoing covenant.

9. **DEFENCE- RESERVE - DEPOSIT**

(a) If the Indemnitors desire that a claim or demand against the Surety shall be resisted and litigated, the Indemnitors shall:
  (i) give notice to the Surety to this effect; and
  (ii) if requested, at any time, by the Surety, deposit with the Surety cash (or collateral satisfactory to the Surety) in an amount sufficient to cover the expenses and fees of defence; and
  (iii) if requested, at any time, by the Surety, deposit with the Surety cash (or collateral satisfactory to the Surety) in an amount sufficient to cover the claim or demand and interest thereon to the probable date of disposition.

(b) If for any reason the Surety deems it necessary to establish or to increase a reserve (the amount of which shall be in the sole discretion of the Surety, as from time to time revised) to cover any possible Indemnity Loss (including, for greater certainty, the costs of investigating and defending any claim or demand and interest on the amount thereof at the rate or rates claimed on or applicable to such claim or demand, to the probable date of its resolution), the Indemnitors shall deposit with the Surety immediately upon demand (and make such further deposits as may be required of) cash or collateral satisfactory to the Surety in an amount equal to such reserve or such increase. The Indemnitors acknowledge that the failure of the Indemnitors to deposit with the Surety, immediately upon demand, the sum demanded by the Surety shall cause irreparable harm to the Surety for which the Surety has no adequate remedy at law, and that the Surety shall be entitled to injunctive relief (including specific performance of the obligation to make such deposit with the Surety), and hereby waive any claims or defences to the contrary.

(c) The Surety may:
   (i) hold any deposit made under this section 9 in such form as the Surety may in its absolute discretion decide, and shall have no obligation to invest, or provide any income or return on, any such deposit; and
   (ii) in its sole discretion, use all or any part of such deposit, and of any income earned thereon, in payment, settlement or compromise of any Indemnity Loss.

(d) The Indemnitors shall be entitled to the return of any unused portion of the deposit, and the income (if any) earned on the balance of the deposit outstanding from time to time (to the extent such income has not been used in payment or compromise of an Indemnity Loss), upon termination of the liability of the Surety on the Bonds and the performance by the Indemnitors of all obligations to the Surety under the terms hereof. The Surety's calculation of the income, if any, attributable to any such deposit shall be final and binding on the Indemnitors.

10. **SETTLEMENT OF CLAIMS**

(a) The Surety shall have the sole right to pay, settle or compromise, without any prior obligation to notify the Indemnitors, any charge, expense, cost, claim, demand, suit, judgment or liability under any Bond(s), and any such payment, settlement or compromise shall be binding upon the Indemnitors and included as an Indemnity Loss.

(b) In the event of any such payment, settlement or compromise by the Surety, an itemized statement thereof sworn to by any officer of the Surety, or the voucher(s), cancelled cheque(s) or other evidence of such payment, settlement or compromise, shall be prima facie evidence of the fact and amount of the liability of the Indemnitors under this Agreement in respect of such payment, settlement or compromise.

(c) In the event of any payment by the Surety, the Indemnitors agree that in any accounting between the Surety and the Indemnitors, the Surety shall be entitled to charge for any and all disbursements made by it in and about the matters contemplated by this Agreement.

11. **ADVANCES BY SURETY**

The Surety, at its sole election and discretion, is authorized and empowered, but not obligated, to advance or loan to a principal any money which the Surety may see fit to advance to such principal, and to guarantee re-payment of such loans made by others, and all moneys so advanced or loaned, as well as all costs, counsel fees and expenses incurred by the Surety in connection with such advances or loans, unless repaid with legal interest by the principal, shall be included as Indemnity Losses.

12. **ACKNOWLEDGEMENT OF CONTINUING LIABILITY**

(a) Each of the Indemnitors acknowledges that this Agreement shall remain in full force and effect, even if such Indemnitor never had or no longer has any interest in the principal, as long as this Agreement has not been terminated by such Indemnitor in accordance herewith; without limiting the generality of the foregoing, the rights of the Surety under this Agreement and any other agreement with any of the Indemnitors shall be cumulative, and this Agreement shall not be construed as having merged with or been cancelled, limited or superseded by any other agreement, whether or not in the same form as this Agreement, unless such other agreement is in writing, expressly states that this Agreement is terminated thereby, and is signed by an officer of the Surety.

(b) The Indemnitors shall continue to remain bound under this Agreement, notwithstanding the occurrence at any time or from time to time, with or without notice to or knowledge of the Indemnitors, and whether by prior agreement or otherwise, of any or all of the following events, which are in addition to any other rights of the Surety, and which shall not in any way release, limit or abridge any right or remedy which the Surety may have under this Agreement, and this Agreement shall remain in full force and effect after such event:
   (i) the acceptance by the Surety of payment for any Bond(s);
   (ii) the acceptance or release by the Surety of other agreements of indemnity, collateral security or guarantees, from any or all of the Indemnitors or from others;
   (iii) the Surety's assent to any act of the principal;
   (iv) a suit or a settlement deriving from this Agreement;
   (v) any waiver, extension, or indulgence granted by the Surety to any of the Indemnitors or to others; or
   (vi) any failure or refusal by the Surety to pursue any remedy or take proceedings against any person or property.

13. **INFORMATION TO BE PROVIDED TO SURETY**

(a) Each of the Indemnitors shall:
   (i) forward immediately to the Surety every letter, document, advice, statement of claim or writ received by him from or on behalf of any person who asserts or threatens; and
   (ii) whenever requested by the Surety, aid in securing information and evidence and the attendance of any witness for, and co-operate fully with the Surety in the defence of;

   any claim or demand arising out of or in connection with any Bond(s).

(b) The Indemnitors shall furnish to the Surety fully, accurately and promptly all such information as it may request from time to time concerning:
   (i) the financial condition of the Indemnitors;
   (ii) the status of any Bonded Contract(s), Unbonded Contract(s) or other obligations of the Indemnitors and the condition of the performance thereof;
   (iii) the payment of obligations incurred in connection with any Bonded Contract(s), Unbonded Contract(s) or other obligations; and
   (iv) all such other information as the Surety may from time to time reasonably request.

(c) The Surety and any representative, agent or advisor authorized in writing by the Surety may at reasonable times and places and from time to time, examine and copy the books, records and accounts of the Indemnitors.

(d) Any of the Indemnitors who are individuals shall notify the Surety of any change in their respective marital circumstances which might affect their ownership of any assets or confer on their respective spouses any right, actual or potential, to claim an interest in any of their respective assets.

(e) Each of the Indemnitors shall notify the Surety immediately of any change in his or its name.

(f) If any of the Indemnitors merges, amalgamates, consolidates, reorganizes, forms a partnership or joins with, or sells, transfers or leases all or substantially all of its undertaking, property and assets to, any other person, firm, corporation, trust, partnership or venture (hereinafter called a "Successor") and, where an Indemnitor is a partnership, if there is any change in the constitution of the partnership, including (but not limited to) the death, retirement, or addition of a member or members, or subsequent incorporation (the partnership so reconstituted or incorporated being included in the term "Successor"), then:

(i) such Indemnitor shall immediately notify each of the other Indemnitors and the Surety; and
(ii) whether or not such notice is given, this Agreement shall extend and apply to any Bonds theretofore issued (to the extent that such Bonds relate to the Successor) and any Bonds thereafter issued in respect of the Successor as principal.

14. CONSENT TO CHANGES

The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors, notice being hereby expressly waived:

(a) to correct any mistakes herein or in any Bond(s);
(b) to assent or refuse to assent to any change whatsoever in any Bond(s), any Bonded Contract(s) and any Bonding Facility, including but not limited to any change in the time for the completion of any Bonded Contract(s) and for payments or advances thereunder and/or in the general conditions, plans or specifications which accompany said Bonded Contract(s) and any increase or decrease in the limit of any Bonding Facility; and
(c) to assent to or to take any assignment or assignments, to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, change or alterations of any Bond(s) or Bonding Facility or Bonding Facilities, and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties;

and the Indemnitors shall remain bound under the terms hereof even though any such correction, assent or refusal by the Surety does or may substantially increase the liability of the Indemnitors.

15. CONTRACT ASSETS

(a) The Indemnitors shall obtain, maintain and make available all Equipment and Material and Other Contract Assets necessary for the performance of all Bonded Contract(s) and Unbonded Contracts.
(b) Each of the Indemnitors hereby assigns and transfers to the Surety, as collateral, to secure the obligations herein of the Indemnitors and all other indebtedness or liabilities of the Indemnitors to the Surety, whether heretofore or hereafter incurred, all the right, title and interest of the Indemnitors in and to:
  (i) every:
    (A) Contract, whether a Bonded Contract or an Unbonded Contract, and whether or not any Event of Default has occurred with regard to any of the Indemnitors in respect of such Contract, including all retained percentages, holdbacks, progress payments, deferred payments, earned moneys, compensation for extra work, proceeds of damage claims, insurance policies and claims thereunder, and all other funds and properties whatever (whether or not similar to the foregoing) that may be due or become due under any Contract(s) or that may be due, become due, awarded or allowed in connection with or under circumstances growing out of any Contract(s) or work done thereunder;
    (B) subcontract let or that may be let in connection therewith;
    (C) claim which the Indemnitors may have or acquire against any person furnishing or agreeing to furnish any labour, Equipment and Material or Other Contract Assets in connection with any such Contract or any such subcontract; and
    (D) bond securing any such subcontract or claim;
  (ii) all Contract Equipment and Material;
  (iii) all Equipment and Material; and
  (iv) all Other Contract Assets.
(c) Such assignment shall be effective as of the date of execution and delivery of:
  (i) this Agreement, as to each Bonded Contract covered by any Bond(s) heretofore issued (but nothing herein shall limit the Surety's right to claim under any prior assignment) and as to any Unbonded Contract in force at such date;
  (ii) each Bond hereafter issued, as to each Bonded Contract covered by such Bond; or
  (iii) each Unbonded Contract entered into after the date hereof, as to such Unbonded Contract.
(d) The Surety shall take proceedings to enforce such assignment only in the event (an "Event of Default") of:
  (i) any breach or alleged breach of any of the covenants and agreements herein contained, or of any term or condition of any Bonding Facility; or
  (ii) any abandonment, forfeiture or breach of, or failure, refusal or inability to perform, any Bonded Contract or any liability under a Bond; or
  (iii) any failure, refusal or inability of a principal to pay bills or other indebtedness incurred in, or in connection with, the performance of any Bonded Contract or Unbonded Contract; or
  (iv) any assignment by any of the Indemnitors for the benefit of creditors, or the appointment, or any application for the appointment, of a receiver or trustee for any of the Indemnitors, whether insolvent or not; or
  (v) any proceeding or the exercise of any right which deprives any of the Indemnitors of the use of any of the Contract Equipment and Material or any Other Contract Assets; or
  (vi) any change or threat of change in the character, identity, control, management, beneficial ownership or existence of a principal; or
  (vii) any other occurrence, condition or circumstance (whether or not similar to any of the foregoing) which in the sole opinion of the Surety may expose the Surety to loss, cost or expense.
(e) Each of the Indemnitors hereby authorizes and empowers the Surety, if an Event of Default has occurred and is continuing, to:
  (i) in its sole discretion, take possession of the work under any Bonded contract and to complete such contract, or cause the same to be completed, or to consent to the completion thereof, and to take any other action which the Surety may deem appropriate to obtain the discharge of the Surety's obligations as surety including, but not limited to, a monetary settlement with the obligee, and all losses, charges, expenses and costs incurred by the Surety in so doing shall be included as Indemnity Losses;
  (ii) execute in the name of any Indemnitor any instruments deemed necessary or desirable by the Surety to provide absolute title to the Surety of any funds, property and rights as are hereby assigned, transferred or conveyed, and the Surety and such person(s) as the Surety may designate for this purpose are hereby authorized to take immediate possession of such funds, property and rights;
  (iii) instruct any obligee(s) under any Bonds, and/or any owners under any Unbonded Contracts, to withhold further payment to any Indemnitor or other person who is a party to the relevant Contract(s);
  (iv) collect any cheque, draft, warrant or other instrument made or issued in payment of any monies due on any Bonded Contract(s); and
  (v) endorse in the name of an Indemnitor as payee and to cash any such instruments and to retain or disburse the proceeds thereof.

16. TRUST FUNDS

(a) Each Indemnitor agrees and hereby expressly declares that all funds due or to become due under any Bonded Contract, are, whether in the possession of the Indemnitor or another, trust funds for the benefit of and payment to all persons to whom the Indemnitor incurs, in the performance of such Bonded Contract, obligations for which the Surety would be liable under such Bond. If the Surety assumes or discharges any such obligation, it shall be entitled to assert the claim of such person to the trust funds.

(b) Each Indemnitor shall, upon demand by the Surety and in implementation of any trust hereby created, open an account or accounts with a bank or similar depository designated by the Indemnitor and approved by the Surety, which account or accounts shall be designated as a trust account or accounts for the deposit of such trust funds, and shall deposit therein all monies received pursuant to said Bonded Contract or contracts. Withdrawals from such accounts shall be by cheque or similar instrument signed by the Indemnitor and countersigned by a representative of the Surety.

(c) Said trust or trusts shall terminate on the payment by the Indemnitor of all the contractual obligations for the payment of which the trust or trusts are hereby created or upon the expiration of twenty years from the date hereof, whichever shall first occur.

17. **POWER OF ATTORNEY**

Each of the Indemnitors hereby irrevocably nominates, constitutes, appoints and designates the Surety, or any person or persons designated by the Surety, as its attorney to exercise all of its rights assigned, transferred or set over to the Surety by this Agreement, and in its name to execute and deliver (and without limiting the generality of the foregoing, to complete any blanks and insert dates in) any and all additional or other assignments, instruments or documents deemed necessary or desirable by the Surety:

(a) to vest in the Surety or its designees absolute title to any and all monies, property and rights hereby assigned; and

(b) to provide the protections and rights to the Surety contemplated by all the provisions hereof.

Each of the Indemnitors hereby expressly declares that such power of attorney may be exercised during any subsequent legal incapacity on the part of such Indemnitor.

18. **DISCLOSURE AND REGISTRATION**

The Indemnitors consent to:

(a) the service hereof at any time upon any person, firm or corporation (but nothing herein shall be construed as permitting the Surety to take enforcement proceedings contrary to subparagraph above); and

(b) the registration hereof (or of a notice or other instrument in respect hereof) under any scheme or system of registration for any purpose.

19. **ACTIONS TO ENFORCE THIS AGREEMENT**

(a) In the event of any claim or demand being made by the Surety against the Indemnitors, whether or not proceedings have been commenced against one or more of the Indemnitors, the Surety is hereby expressly authorized to:

  (i) bring separate suits on this Agreement as causes of action accrue against any or all of the Indemnitors, and the bringing of a suit or the recovery of judgment upon any cause of action shall not prejudice nor bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; and

  (ii) settle or compromise any claim based upon this Agreement with any one or more of the Indemnitors individually without reference to the others, and such settlement or compromise shall not affect the liability of any of the rest of the Indemnitors, and each of the Indemnitors hereby expressly waives the right to be discharged and released by reason of the release of one or more of the other Indemnitors, and consents to any settlement or composition that may hereafter be made.

(b) Any settlement or agreement concluded with an Indemnitor following a claim against him by the Surety under this Agreement shall not create a new agreement nor extinguish the Indemnitor's obligations under this Agreement, and this Agreement shall remain in full force and effect in case of default on the part of an Indemnitor to fulfil the terms of such settlement or agreement with the Surety.

20. **COSTS AND INTEREST**

(a) In the event the Surety commences proceedings to enforce the terms hereof, the Surety shall be entitled to recover (but without duplication) its solicitor and own client costs (on a full indemnity basis), judicial and extra-judicial costs and the fees and disbursements of its solicitors and counsel in connection with such proceedings.

(b) Any and all amounts which the Surety is entitled to be paid under this Agreement shall bear interest at a rate of 10% per year, calculated monthly from the date on which demand for payment therefor is made (or deemed to have been made) to the date of payment; the Surety's claim for such interest shall not merge in any judgment against any of the Indemnitors, and any such judgment shall bear interest at such rate until payment.

21. **WAIVER OF NOTICE AND OTHER RIGHTS**

(a) Each of the Indemnitors hereby waives notice of the execution of any Bond and of any act, fact or information concerning or affecting the rights or liabilities of the Surety or the rights or liabilities of the Indemnitors, including without limitation the release of any other Indemnitor, the adhesion hereto of any additional Indemnitor, and any change in the terms of any Bonding Facility.

(b) The Indemnitors waive the benefit of division between themselves and of discussion of any principal.

22. **SUBORDINATION OF INDEMNITORS**

None of the Indemnitors shall enforce any rights of contribution or indemnity against any Indemnitor or its property and undertaking until such Indemnitor's obligations to the Surety under this Agreement have been satisfied in full.

23. **EXCLUSION OF LIABILITY**

None of the Indemnitors shall have any claim against the Surety, for indemnity or otherwise, in respect of any alleged error or omission on the part of the Surety in issuing or failing to issue any Bond.

24. **DISCHARGE FROM SURETYSHIP**

(a) The Indemnitors shall, at any time upon the request of the Surety, procure the discharge of the Surety from any Bond and from all liability by reason thereof.

(b) The Surety may, at any time, take such action as it deems necessary or proper to obtain its release from any and all liability under any Bond.

25. **TERMINATION**

(a) An Indemnitor may give thirty (30) days' prior written notice of termination to the Surety by registered mail to the Surety at its head office, specifying the effective date of such termination. No such notice of termination shall be deemed to have been received by the Surety, and such thirty (30) day period shall not commence, unless and until such notice is actually delivered to the Surety and the Surety has given a written acknowledgement of such delivery. Any such notice shall not operate to modify, bar, limit, affect, impair or discharge the liability of the Indemnitor(s) so terminating or the remaining Indemnitors (if any), upon or by reason of any and all such Bonds executed:

  (i) before the effective date of termination; or

  (ii) executed after the effective date of termination:

    (A) upon the award of a contract on a bid, proposal or tender with respect to which the Surety has executed a bid bond, agreement to bond (or "surety's consent") or similar undertaking prior to such date; or

    (B) which the Surety has become obligated, prior to such date, to execute.

(b) Such a notice of termination shall operate only with respect to the Indemnitor(s) giving it. This Agreement shall remain in full force and effect, with respect to the other Indemnitor(s), without obligation for the Surety to notify such other(s) of the termination by one or more of the Indemnitors.

(c) It shall be the responsibility of the terminating party to ascertain the correct address for the time being of the head office of the Surety. Such address is always a matter of public record. The head office of the Surety is now at 70 York Street, Suite 1100, Toronto ON, M5J 1S9.

26. **ADDITIONAL INDEMNITORS**
Any person may, by completing, executing and delivering to the Surety an Adhesion in the form annexed to this Agreement, become bound as an Indemnitor hereunder as if such person had been an original signatory hereto.

27. **DEMANDS BY SURETY**
Any demand by the Surety on any of the Indemnitors may be hand delivered, telecopied, telexed or sent by registered mail to such party at the address shown above, or to such other address as such party may have notified to the Surety in writing (including any address shown in an Adhesion), and shall be conclusively deemed to have been received:

(a) if hand delivered, telecopied or telexed:
   (i) on the date of delivery or transmission, if prior to 4:00 p.m. (local time) on a day (other than a Saturday) on which chartered banks in the municipality named in such address are open for business during normal business hours (a "Business Day"); or
   (ii) otherwise, on the next following Business Day; or

(b) if mailed, on the second Business Day after mailing.

28. **GOVERNING LAW AND JURISDICTION**
This Agreement is made under, and shall be interpreted in accordance with, the laws of the province named on the first page hereof and the laws of Canada applicable in such province; each of the Indemnitors hereby expressly submits to the non-exclusive jurisdiction of the Courts of such province.

29. **SEVERABILITY**
If any provision or provisions hereof are held to be void or unenforceable under the laws governing its construction or enforcement, this Agreement shall not be void or unenforceable thereby but shall continue in effect and be enforced as though such provision or provisions were omitted.

30. **ENUREMENT**
This Agreement is binding jointly and severally upon the Indemnitors, their heirs, executors, personal representatives, successors and assigns. This Agreement shall enure to and benefit any successor to the Surety (including without limitation any person to whom the Surety may in future transfer all or any substantial part of its business assets).

31. **RIGHTS AND REMEDIES OF SURETY**
The rights, powers and remedies afforded to the Surety by the terms hereof may not be waived or modified orally and no written change or modification shall be effective until signed by an authorized officer of the Surety. No agent or broker is authorized to sign any such change or modification on behalf of the Surety. All rights and remedies of the Surety under this Agreement shall be cumulative, and the exercise of or failure to exercise any right or remedy at any time shall not be an election of remedy or a waiver of any other right or remedy or of the same right or remedy as at any other time. The Surety is not required to exhaust its remedies or rights against the principal or to await receipt of any dividends from the legal representatives of the principal before asserting its rights under this Agreement against the Indemnitors, and may assert such rights against one or more of the Indemnitors without asserting them against all or other Indemnitors. The rights, powers and remedies conferred upon the Surety by this Agreement are in addition to any other rights the Surety may have or acquire against the Indemnitors or others, whether arising by the terms of any other agreement, by operation of law or otherwise.

32. **CHOICE OF LANGUAGE**
The parties hereto have requested that the present Agreement be drafted in the English language. Les parties aux présentes ont requis que la présente entente soit redigée dans la langue anglaise.

33. **ENTIRE AGREEMENT**
EACH OF THE INDEMNITORS REPRESENTS TO THE SURETY THAT SUCH INDEMNITOR HAS CAREFULLY READ THE ENTIRE AGREEMENT AND THAT THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN.

34. **CONSENT TO SURETY'S OBTAINING INFORMATION**
Each of the Indemnitors:

(a) authorizes the Surety to obtain any credit or other information concerning the affairs and operations of each of the Indemnitors (including any "personal information", as defined by the *Personal Information Protection and Electronic Documents Act* (Canada) and other applicable personal information laws) and any transaction between or among any of the Indemnitors from any banks, depositories, sureties, obligees of the Bonds, materialmen, supply houses, credit reporting agencies, brokers or other persons (collectively, "Sources");

(b) expressly instructs all such Sources to furnish such information to the Surety (and for greater certainty, instructs any broker(s) to release to the Surety any information relating to any Bond(s) or Bonding Facility); and

(c) consents to the collection, use and disclosure by the Surety of any personal information about such Indemnitor for the purposes of the entering into, administration and enforcement of this Agreement and any Bond(s).

IN WITNESS WHEREOF the Indemnitors have executed and delivered these presents as their respective deeds, each who is an individual having hereunto set his or her hand (and having, by so signing, adopted the word ("seal") hereon as his or her personal seal), and each which is a partnership, joint venture, trust, corporation or unincorporated association having caused this Agreement to be duly executed by its duly authorized representative or representatives, as of the date shown on the first page hereof, which date each of the Indemnitors hereby affirms as the effective date of this Agreement, regardless of the date on which such Indemnitor in fact executed this Agreement.

SIGNED, SEALED AND DELIVERED:

Corporations and/or Partnerships Sign Hereunder

(Witness) Please sign, and print name, address and phone number below: Doug Corby 25 Main St. West, Suite 605 Hamilton, Ont L8P 1H1 (905) 577-1180	Name of Indemnitor *(Please print)* **Ebersole Excavating Inc.** (Seal) *(Signature)* Name: DARRELL EBERSOLE Title: PRESIDENT I have the authority to bind the corporation 2194 EAST AVENUE STEVENSVILLE, ONTARIO, LOS 1SO Address of Indemnitor
(Witness) Please sign, and print name, address and phone number below: Doug Corby 25 Main St. West Suite 605 Hamilton, Ont. L8P1H1 (905) 577-1180	Name of Indemnitor *(Please print)* **D&S Railway Construction Inc.** (Seal) *(Signature)* Name: DARRELL EBERSOLE Title: PRESIDENT I have the authority to bind the corporation 2194 EAST AVENUE STEVENSVILLE, ONTARIO, LOS 1SO Address of Indemnitor

Personal Indemnitors Sign Hereunder

(Witness) Please sign, and print name, address and phone number below: Doug Corby 25 Main St. West, Suite 605 Hamilton, Ont L8P1H1 (905) 577-1180	Name of Indemnitor *(Please print)* **Darrell Ebersole** *(Signature)* 2194 EAST AVENUE STEVENSVILLE, ONTARIO, LOS 1SO Address of Indemnitor
(Witness) Please sign, and print name, address and phone number below: Doug Corby 25 Main St. West Suite 605 Hamilton, Ont. L8P 1H1 (905) 577-1180	Name of Indemnitor *(Please print)* **Sandra Ebersole** S. Ebersole *(Signature)* 2194 EAST AVENUE STEVENSVILLE, ONTARIO, LOS 1SO Address of Indemnitor

Special Instructions:

Signatures should be witnessed unless corporate officers are signing with corporate seal.
If the Indemnitor is a corporation execute in full corporate name by proper officers, affix corporate seal and attach a Directors' Resolution.

If the Indemnitor is a Partnership, set forth name in full, with the signature(s) of the partner(s) executing on its behalf set out immediately below. Each partner should also separately sign as an Indemnitor.

If Alberta is specified on page 1, or the Indemnitor is an Alberta resident or governed by Alberta law, comply with The Guarantees Acknowledgement Act (Alberta).

D

This is Exhibit **D** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAPPMAN

TRISURA®

Bay Adelaide Centre
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario, M5H 2R2
Phone: (416) 214-2555
Fax: (416) 214-9597

PERFORMANCE BOND

No: TCS0021331 **Bond Amount: $2,201,101.00**

EBERSOLE EXCAVATING INC. as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **REGIONAL MUNICIPALITY OF NIAGARA** as Obligee, hereinafter called the Obligee, in the amount of **TWO MILLION TWO HUNDRED AND ONE THOUSAND ONE HUNDRED AND ONE DOLLARS-----------XX/100** Dollars **($2,201,101.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the **21ST** day of **NOVEMBER, 2012** for

HUMBERSTON LANDFILL SITE
LANDFILL GAS COLLECTION AND CONTROL SYSTEMS

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations hereunder, the Surety shall promptly:

(1) remedy the default, or;
(2) complete the Contract in accordance with its terms and conditions or;
(3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
(4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this bond dated the **22ND** day of **NOVEMBER**, in the year of **2012**

SIGNED and SEALED
in the presence of

Witness as to Principal

EBERSOLE EXCAVATING INC.

Principal

Trisura Guarantee Insurance Company

JOAN LAWRIE, Attorney-in-fact,

E

This is Exhibit **E** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

TRISURA®

Bay Adelaide Centre
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario, M5H 2R2
Phone: (416) 214-2555
Fax: (416) 214-9597

LABOUR & MATERIAL PAYMENT BOND

(Trustee Form)

No. TCS0021331 Bond Amount $2,201,101.00

EBERSOLE EXCAVATING INC. as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** a corporation created and existing under the laws of **CANADA** and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto **REGIONAL MUNICIPALITY OF NIAGARA** as Obligee, hereinafter called the Obligee, in the amount of **TWO MILLION TWO HUNDRED AND ONE THOUSAND ONE HUNDRED AND ONE DOLLARS———XX/100** dollars **($2,201,101.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the **21ST** day of **NOVEMBER**, in the year 2012 for

HUMBERSTON LANDFILL SITE
LANDFILL GAS COLLECTION AND CONTROL SYSTEMS

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.

2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below, Accordingly, no suit or action shall be commenced hereunder by any Claimant:

   a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.

      i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;

      ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;

   b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;

c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.

5. Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.

7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **22ND** day of **NOVEMBER,** in the year **2012.**

SIGNED and SEALED
in the presence of

EBERSOLE EXCAVATING INC.

(Seal)
Signature

TRISURA GUARANTEE INSURANCE COMPANY

(Seal)
Joan Lawrie, Attorney-In-Fact

Endorsed by: CCDC SAC
CCDC L&M.DOT
Rev. 02/03

F

This is Exhibit **F** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Principal	Bond #	Status	Obligee	ProjectDesc	Contract	Completion	Contract Price	BondAmt	Bond Type	Spread %	Spread $	Spec Accept
D & S Railway Construction Inc.	TCS00210078	Closed	Via Rail Canada Inc.	Grading, Drainage and Track Construction - Smith Falls Subdivision	28-Aug-08	31-Oct-10	$2,318,167.00	$1,311,327.00	Performance & Payment	n/a	n/a	N
Ebersole Excavating Inc.	TCS0021107	Closed	Corporation of the City of Brantford	Mohawk Street Landfill Site Construction of Stage 3 A/B -Project No.: RFT09-13	16-Apr-09	11-Nov-09	$3,108,173.00	$3,108,173.00	Performance & Payment	21.47%	$667,369.00	N
Ebersole Excavating Inc.	TCS0021154	Closed	Via Rail Canada Inc.	New sidings- Grading and Drainage -Brockvile Subdivision #200902048	14-Sep-09	30-Jun-10	$575,000.00	$466,370.39	Performance & Payment	n/a	n/a	N
Ebersole Excavating Inc.	TCS0021174	Closed	Canadian National Railway	Via Montreal to Toronto Service Expansion - Oshawa Segment -Civil Site Works -Contract 1-Track Shift -Contract #BW 840-301-40-1.1	18-Dec-09	30-Mar-10	$835,642.00	$417,821.00	Performance & Payment	n/a	n/a	N
Ebersole Excavating Inc.	TCS0021197	Closed	Canadian National Railway	Via Montreal to Toronto - Service Expansion Marysville East Segment - Civil Siteworks Mile 199.90 to Mile 206.94 Kingston Sub	15-Jun-10	15-Nov-11	$3,067,374.53	$1,533,687.27	Performance & Payment	n/a	n/a	N
Ebersole Excavating Inc.	TCS0021256	Closed	Canadian National Railway Company	Via Montreal to Toronto Service Expansion Oshawa Segmetn - Civil Siteworks 2-2011 CN Contract No. BW840-301.40-2.1	10-Aug-11	28-Oct-11	$2,071,493.40	$1,035,746.70	Performance & Payment	n/a	n/a	N
D&S Railway Construction Inc.	TCS0021262	Closed	Canadian National Railway	Track Dismantling Niagara Falls Yard Track Removal Grimsby Sub, MI.2.82	21-Sep-11	30-Nov-11	$559,272.26	$279,636.13	Performance & Payment	n/a	n/a	N
D&S Railway Construction Inc.	TCS0021330	Closed	City of Hamilton	CN Rail Siding Repairs at the Water Treatment Plant in the City of Hamilton	08-Nov-12	31-Dec-12	$83,410.00	$41,705.00	Performance & Payment	n/a	n/a	N
Ebersole Excavating Inc.	TCS0021331	Open	Regional Municipality of Niagara	Humberston Landfill Site Landfill Gas Collection and Control Systems	21-Nov-12	31-May-14	$2,590,392.33	$2,487,244.13	Performance & Payment	n/a	n/a	N
D&S Railway Construction Inc.	TCS0021384	Closed	Via Rail Canada Inc.	Alexandria, Smiths Falls, Chatham Subdivisions	20-Aug-13	15-Nov-13	$261,592.00	$207,468.80	Performance & Payment	n/a	n/a	N

G

This is Exhibit **G** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
Roger Jaipargas

District of	Ontario
Division No.	07 - Hamilton
Court No.	32-1883424
Estate No.	32-1883424

In the Matter of the Notice of Intention to make a proposal of:

Ebersole Excavating Inc.
Insolvent Person

BDO CANADA LIMITED / BDO CANADA LIMITÉE
Trustee

Date of the Notice of Intention: June 19, 2014

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act.*

Pursuant to subsection 69(1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: June 20, 2014, 09:21

E-File/Dépôt Electronique — Official Receiver

H

This is Exhibit **H** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

____
A Commissioner for Taking Affidavits
[illegible]

District of:	Ontario		
Division No.	07 - Hamilton	[X] Original	[ ] Amended
Court No.	32-1883424		
Estate No.	32-1883424		

– Form 78 –

Statement of Affairs (Business Proposal) made by an entity

(Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 19th day of June 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES
(as stated and estimated by the officer)

1. Unsecured creditors as per list "A"	564,983.68
Balance of secured claims as per list "B"	2,399,341.06
Total unsecured creditors	2,964,324.74
2. Secured creditors as per list "B"	909,143.36
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	3.00
Total liabilities	3,873,471.10
Surplus	NIL

ASSETS
(as stated and estimated by the officer)

1. Inventory		1.00
2. Trade fixtures, etc.		0.00
3. Accounts receivable and other receivables, as per list "E"		
Good	611,489.99	
Doubtful	0.00	
Bad	1,074,479.35	
Estimated to produce		455,199.36
4. Bills of exchange, promissory note, etc., as per list "F"		0.00
5. Deposits in financial institutions		0.00
6. Cash		0.00
7. Livestock		0.00
8. Machinery, equipment and plant		453,940.00
9. Real property or immovable as per list "G"		0.00
10. Furniture		0.00
11. RRSPs, RRIFs, life insurance, etc.		0.00
12. Securities (shares, bonds, debentures, etc.)		0.00
13. Interests under wills		0.00
14. Vehicles		2.00
15. Other property, as per list "H"		1.00
If debtor is a corporation, add:		
Amount of subscribed capital	0.00	
Amount paid on capital	0.00	
Balance subscribed and unpaid		0.00
Estimated to produce		0.00
Total assets		909,143.36
Deficiency		2,964,327.74

I, Darrell W. Ebersole, of the Town of Stevensville in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 18th day of July 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
before me at the City of St-Catherines in the Province of Ontario, on this 18th day of July 2014.

Gene Frendo, Commissioner of Oaths
For the Province of Ontario
Expires Aug. 17, 2014

Darrell W. Ebersole

**Gene Peter Frendo, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited,
Trustee in Bankruptcy.
Expires August 17, 2014.**

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "A"
Unsecured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1729720 Ontario Limited	358 Helen Street, Box 589 Crystal Beach ON L0S 1B0	1,036.10	0.00	1,036.10
2	407 ETR Express Toll Route Attn: Marion Richardson/Collections	6300 Steeles Avenue West Woodbridge ON L4H 1J1	729.17	0.00	729.17
3	Acklands Grainger	P.O. Box 2970 Winnipeg MB R3C 4B5	56.24	0.00	56.24
4	Allied Marine & Industrial	118 West Street Port Colborne L3K 4C9	1,696.37	0.00	1,696.37
5	Archer Truck Centre (Welland) Ltd.	475 Prince Charles Drive S. Welland ON L5B 5X1	208.37	0.00	208.37
6	Battlefield Equipment	P.O. Box 9340 LCD4 Hamilton ON L8H 7S8	2,216.88	0.00	2,216.88
7	Bell Canada F-88 - Business Attn: Insolvency Department	1 Carrefour Alexandre-Graham-Bell, Aile E3 Verdun QC H3E 3B3	1,295.73	0.00	1,295.73
8	Bell Mobility Attn: Insolvency Team	200 Bouchard Blvd, 3rd Floor Dorval QC H9S 5X5	2,041.61	0.00	2,041.61
9	Bigelow-Liptak of Canada	2372 Stevenage Drive Ottawa ON K1G 3W1	38,136.66	0.00	38,136.66
10	Buds Small Engine Service	1751 Hwy #3, R.R. 1 Port Colborne ON L3K 5V3	374.41	0.00	374.41
11	Bullet Trade Services	6 Nicholas Beaver Road, RR#3 Guelph ON N1H 6H9	9,759.35	0.00	9,759.35
12	Canadian Linen and Uniform Service	Box 51073 RPO Tyndall Winnipeg MB R2X 3C6	323.42	0.00	323.42
13	Canadian Portable Services	9788 McLeod Road Niagara Falls ON L2E 6S5	237.30	0.00	237.30
14	Cedar Infrastructure Products Inc.	9 Cedar Ave Thornhill ON L3T 3W1	7,318.00	0.00	7,318.00
15	Chambers and Associates Surveying Ltd.	12 Thorold Road East Welland ON L3C 3T2	2,447.58	0.00	2,447.58
16	CIBC Mastercard	P.O. Box 4595 Stn A Toronto ON M5W 4X9	27,499.62	0.00	27,499.62
17	Corix Water Products LP	19900 84th Avenue Langley BC V2Y 3C2	1,596.85	0.00	1,596.85
18	CRA - Canada Revenue Agency - Tax - Ontario Attn: c/o London Taxes Services Office Division Regional Intake Centre for Insol 89416 1744RT0001	451 Talbot St., 3rd Floor, PO Box 5548 London ON N6A 4R3	212,000.00	0.00	212,000.00
19	Creighton	2222 Drew Road Mississauga ON L5S 1B1	331.52	0.00	331.52
20	D&D Diamond Cutting & Coring Inc.	42076 Hwy #3 Wainfleet ON L0S 1V0	289.00	0.00	289.00
21	Direct Equipment	P.O. Box 115 Oakville ON L6J 4Z5	2,746.41	0.00	2,746.41
22	Ducheron Ltd	P.O. Box 6 Stn Main Fort Erie ON L2A 5M6	762.75	0.00	762.75
23	Environmental Pump Solutions	P O Box 606 Roscoe PA 15477 U.S.A.	21,860.02	0.00	21,860.02

18-Jul-2014

Date

Darrell W. Ebersole

District of:	Ontario
Division No.	07 - Hamilton
Court No.	32-1883424
Estate No.	32-1883424

FORM 78 -- Continued

List "A"
Unsecured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
24	Expert Mobile Wash Ltd.	45 Green Road Stoney Creek ON L8G 2Z9	988.19	0.00	988.19
25	Fluxgold Izsak Jaeger LLP	50 West Pearce Street, Suite 10 Richmond Hill ON L4B 1C5	2,133.21	0.00	2,133.21
26	Frontier Equipment Co.	'47 Wright Street St. Catharines ON L2P 3J5	1,787.76	0.00	1,787.76
27	Geo Shack Canada	35 McCleary Court Unit 21 Concord ON L4K 3Y9	8,658.06	0.00	8,658.06
28	Hill-Boles Automotive	26 Thorold Rd Welland ON L3C 3T4	1,180.69	0.00	1,180.69
29	Holman Contracting Inc.	P.O. Box 6, Stn Main Stratford ON N5A 6S8	250.00	0.00	250.00
30	Hy-Grade Precast Concrete Ltd.	2411 First Street St.Catharines ON L2R 6P7	11,048.62	0.00	11,048.62
31	INSPEC-SOL Inc.	111 Brunel Road, Suite 200 Mississauga ON L4Z 1X3	287.91	0.00	287.91
32	JMA Accounting	201 - 1300 Cornwall Road Oakville ON L6J 7W5	25,000.00	0.00	25,000.00
33	KC Auto Parts	3 - 23 Seapark Drive St. Catherines ON L2M 6S5	764.69	0.00	764.69
34	Kenworth Toronto Ltd	5475 Dixie Rd. Mississauga ON L4W 1E6	231.78	0.00	231.78
35	LaFarge Canada Inc.	c/o T10088, PO Box 10088, Postal STN A Toronto ON M5W 2B1	11,937.99	0.00	11,937.99
36	Lakeland Consulting Inc.	2150 Winston Park Drive, Suite 206 Oakville ON L6H 5V1	3,708.90	0.00	3,708.90
37	Lancaster, Brooks & Welch LLP	790 King Street, Suite 800 St.Catharines ON L2R 6Z1	255.95	0.00	255.95
38	Lawson Products Inc.	7315 Rapistan Court Mississauga ON L5N 5Z4	632.55	0.00	632.55
39	Lebru Management Inc.	43 Chuch St., Unit 303 St. Catharines ON L2R 7E1	282.50	0.00	282.50
40	Lippert & Wright Fuels Ltd.	180 Cushman Rd. St Catharines ON L2M 6T6	45,534.98	0.00	45,534.98
41	M&P Air Filter Cleaning	375 William Street Delhi ON N4B 2X6	59.89	0.00	59.89
42	Masters Insurance (Hamilton) Limited	175 Longwood Rd S, Suite 209A Hamilton ON L8P 1H1	1,500.00	0.00	1,500.00
43	Metal Supermarkets	43 - 113 Cushman Road St. Catherines ON L2M 6S9	114.32	0.00	114.32
44	Modern Landfill Inc.	2025 Fruitbelt Pkwy. Niagara Falls ON L2E 6S4	429.04	0.00	429.04
45	Munro Concrete Products Ltd.	8807 Simcoe Road 56 Utopia ON L0M 1T0	137.15	0.00	137.15
46	Niagara Construction Association	34 Scott Street St. Catharines ON L2R 1C9	772.92	0.00	772.92
47	Nick's New/Used Truck Parts	244 Dunkirk Road St. Catharines ON L2R 7K6	1,021.54	0.00	1,021.54

18-Jul-2014

Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "A"
Unsecured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	Nortrax	1655 Britannia Road East Mississauga ON L4W 1S5	2,403.22	0.00	2,403.22
49	Parkview Truck Equipment	1208 York Road, P.O. Box 468 St. Davids ON L0S 1P0	517.99	0.00	517.99
50	PC Auto Electric	639 Main Street W., PO Box 115 Port Colborne ON L3K 5W1	474.82	0.00	474.82
51	Pete Cosco Haulage Ltd.	10 Broadway St. Catherines ON L2M 1M3	156.00	0.00	156.00
52	Praxair Canada Inc - Corporate accounts Attn: Credit Department	1200 - 1 City Centre Dr Mississauga ON L5B 1M2	940.61	0.00	940.61
53	Procon Niagara	401 Enterprise Drive Welland ON L3B 6H8	25,801.82	0.00	25,801.82
54	Purolator Courier Ltd.	P.O. Box 1100, Stn A Etobicoke ON M9C 5K2	125.69	0.00	125.69
55	RBC Royal Bank Visa c/o BankruptcyHighway.com Attn: Alison Houston	PO Box 57100 Etobicoke ON M8Y 3Y2	13,165.13	0.00	13,165.13
56	Regional Municipality of Niagara Attn: Accounts Receivable	PO Box 1042 Thorold ON L2V 4T7	167.10	0.00	167.10
57	Roadside Rentals	2136 Allanport Road,Unit #1 Allanburg ON L0S 1A0	170.69	0.00	170.69
58	Rose City Dodge	435 Prince Charles Drive S. Welland ON L3B 5X5	89.33	0.00	89.33
59	Rossi & Tummillo	P.O. Box 1071 Fort Erie ON L2A 5N8	3,762.90	0.00	3,762.90
60	Sandra Ebersole and Darrell Ebersole	2194 East Avenue Stevensville ON L0S 1S0	0.00	2,399,341.06	2,399,341.06
61	Scarborough Supply	154 Crown Court Whitby ON L1N 7B1	635.63	0.00	635.63
62	Seaway Hose & Hydraulics Ltd.	11 Cushman Road St. Catherines ON L2M 6S7	1,575.45	0.00	1,575.45
63	Shisler Ice & Water	766 King Street Port Colborne ON L3K 4J4	6.00	0.00	6.00
64	Skycom Solutions Inc.	PO Box 4091, 80 King Street Suite 415 St.Catharines ON L2R 7S3	1,150.95	0.00	1,150.95
65	Stephenson's Rental Services	4071 Thickson Road Whitby ON L1R 2X3	2,791.70	0.00	2,791.70
66	Strongco Equipment	1640 Enterprise Road Mississiauga ON L4W 4L4	2,619.04	0.00	2,619.04
67	The Regional Municipality of Niagara	2201 St David's Road P.O. Box 1042 Thorold ON L2V 4T7	300.00	0.00	300.00
68	Toromont Industries	3131 Hwy. #7, PO Box 5511 Concord ON L4K 1B7	2,255.81	0.00	2,255.81
69	Trisura Guarantee Insurance Company	1610 - 333 Bay Street, Box 22 Toronto ON M5H 2R3	250.00	0.00	250.00
70	United Rentals Canada Inc.	P.O. Box 4526, Postal Station A Toronto ON M5W 5Z9	44.93	0.00	44.93
71	Utility Installation Ltd.	211 Courtwright Street Fort Erie ON L2A 2R9	35,695.80	0.00	35,695.80

18-Jul-2014
Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "A"
Unsecured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
72	Vancor Supply	60620A Green Road North Welland ON L3B 5N6	110.85	0.00	110.85
73	Verus Valuations Ltd.	201-22590 Dewdney Trunk Road Maple Ridge BC V2X 3J9	3,636.18	0.00	3,636.18
74	Walker Aggregates Inc.	P.O. Box 100 Thorold ON L2V 3Y8	3,803.35	0.00	3,803.35
75	Waterford Sand & Gravel Ltd.	70 Ewart Avenue Brantford ON N3T 5M1	5,039.24	0.00	5,039.24
76	World Wide Composites	14 Harold Avenue Welland ON L3B 1J5	1,968.78	0.00	1,968.78
77	Young Auto	658 Main Street West Pt. Colborne ON L3K 5V4	1,493.35	0.00	1,493.35
78	Zanchin Truck & Trailer Inc.	929 Bowen Road Fort Erie ON L2A 5M4	149.32	0.00	149.32
		Total:	564,983.68	2,399,341.06	2,964,324.74

18-Jul-2014
Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 – Continued

List "B"
Secured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Ally Credit Canada Limited	P.O. Box 5000, Station D Etobicoke ON M9A 5E3	1.00	Motor Vehicles - Automobile - 2012 - Jeep - Grand Cherokee - 1C4RJFCG0CC249675		1.00		
2	Battlefield Equipment	P.O. Box 9340 LCD4 Hamilton ON L8H 7S8	5,172.72	Debts Due - Business - Accounts receivable (Niagara Region)		5,172.72		
3	Bigelow-Liptak of Canada	2372 Stevenage Drive Ottawa ON K1G 3W1	88,985.54	Debts Due - Business - Accounts receivable (Niagara Region)		88,985.54		
4	BMO Bank of Montreal	61 Jarvis Street Fort Erie ON L2A 5M6	450,000.00	Business Assets - Machinery - Various machinery & equipment		353,028.06		
				Business Assets - Stock In Trade - Inventory		1.00		
				Debts Due - Business - Accounts receivable		96,970.94		
				Other - Work in progress		0.00		
				Motor Vehicles - Automobile - 2012 - Jeep - Grand Cherokee - 1C4RJFCG0CC249675		0.00		
				Business Assets - Machinery - 2005 Caterpillar 330CL (VIN: CAT 0330CLDKY03525)		0.00		
				Business Assets - Machinery - 2005 Caterpillar 725 (VIN: CAT00725TB1L00262)		0.00		
				Business Assets - Machinery - 2008 Caterpillar 330DL (VIN: CAT0330DVMWP02693)		0.00		
				Business Assets - Machinery - 2008 Caterpillar 420EIT (VIN: CAT 0420EPKMW02158)		0.00		
				Motor Vehicles - Other - 1999 - Western Star - 4964S - 2WLPCCCJ6XK957119		0.00		
				Debts Due - Business - Accounts receivable (Niagara Region)		0.00		
5	Canadian Portable Services	9788 McLeod Road Niagara Falls ON L2E 6S5	553.70	Debts Due - Business - Accounts receivable (Niagara Region)		553.70		

18-Jul-2014

Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "B"
Secured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
6	Caterpillar Financial Services Limited	600 - 5575 North Service Road Burlington ON L7L 6M1	2.00	Business Assets - Machinery - 2008 Caterpillar 330DL (VIN: CAT0330DVMWP02693)		1.00		
				Business Assets - Machinery - 2008 Caterpillar 420EIT (VIN: CAT 0420EPKMW02158)		1.00		
7	Caterpillar Financial Services Limited	705 - 700 Dorval Drive Oakville ON L6K 3V3	2.00	Business Assets - Machinery - 2005 Caterpillar 330CL (VIN: CAT 0330CLDKY03525)		1.00		
				Business Assets - Machinery - 2005 Caterpillar 725 (VIN: CAT00725TB1L00262)		1.00		
8	Chambers and Associates Surveying Ltd.	12 Thorold Road East Welland ON L3C 3T2	5,711.02	Debts Due - Business - Accounts receivable (Niagara Region)		5,711.02		
9	Corix Water Products LP	19900 84th Avenue Langley BC V2Y 3C2	3,725.98	Debts Due - Business - Accounts receivable (Niagara Region)		3,725.98		
10	Curtis Gall Development Corporation	4490 Montrose Road Niagara Falls ON L2H 1K2	1.00	Motor Vehicles - Other - 1999 - Western Star - 4964S - 2WLPCCCJ6XK957119		1.00		
11	D&D Diamond Cutting & Coring Inc.	42076 Hwy #3 Wainfleet ON L0S 1V0	674.33	Debts Due - Business - Accounts receivable (Niagara Region)		674.33		
12	Direct Equipment	P.O. Box 115 Oakville ON L6J 4Z5	6,408.29	Debts Due - Business - Accounts receivable (Niagara Region)		6,408.29		
13	Fluxgold Izsak Jaeger LLP	50 West Pearce Street, Suite 10 Richmond Hill ON L4B 1C5	4,977.50	Debts Due - Business - Accounts receivable (Niagara Region)		4,977.50		
14	Geo Shack Canada	35 McCleary Court Unit 21 Concord ON L4K 3Y9	20,202.14	Debts Due - Business - Accounts receivable (Niagara Region)		20,202.14		
15	Hy-Grade Precast Concrete Ltd.	2411 First Street St Catharines ON L2R 6P7	25,780.11	Debts Due - Business - Accounts receivable (Niagara Region)		25,780.11		
16	INSPEC-SOL Inc.	111 Brunel Road, Suite 200 Mississauga ON L4Z 1X3	671.80	Debts Due - Business - Accounts receivable (Niagara Region)		671.80		

18-Jul-2014
Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "B"
Secured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
17	Lakeland Consulting Inc.	2150 Winston Park Drive, Suite 206 Oakville ON L6H 5V1	8,654.10	Debts Due - Business - Accounts receivable (Niagara Region)		8,654.10		
18	Munro Concrete Products Ltd.	8807 Simcoe Road 56 Utopia ON L0M 1T0	320.00	Debts Due - Business - Accounts receivable (Niagara Region)		320.00		
19	Procon Niagara	401 Enterprise Drive Welland ON L3B 6H8	60,204.24	Debts Due - Business - Accounts receivable (Niagara Region)		60,204.24		
20	Regional Municipality of Niagara Attn: Accounts Receivable	PO Box 1042 Thorold ON L2V 4T7	389.90	Debts Due - Business - Accounts receivable (Niagara Region)		389.90		
21	Roadside Rentals	2136 Allanport Road, Unit #1 Allanburg ON L0S 1A0	398.27	Debts Due - Business - Accounts receivable (Niagara Region)		398.27		
22	Rossi & Tummillo	P.O. Box 1071 Fort Erie ON L2A 5N8	8,780.10	Debts Due - Business - Accounts receivable (Niagara Region)		8,780.10		

18-Jul-2014

Date

Darrell W Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 – Continued

List "B"
Secured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
23	Sandra Ebersole and Darrell Ebersole	2194 East Avenue Stevensville ON L0S 1S0	2,500,000.00	Business Assets - Machinery - Various machinery & equipment		100,657.94		
				Business Assets - Stock In Trade - Inventory		0.00		
				Debts Due - Business - Accounts receivable		0.00		
				Other - Work in progress		1.00		
				Business Assets - Machinery - 2005 Caterpillar 330CL (VIN: CAT 0330CLDKY03525)		0.00		
				Business Assets - Machinery - 2005 Caterpillar 725 (VIN: CAT00725TB1L00262)		0.00		
				Business Assets - Machinery - 2008 Caterpillar 330DL (VIN: CAT0330DVMWP02693)		0.00		
				Business Assets - Machinery - 2008 Caterpillar 420EIT (VIN: CAT 0420EPKMW02158)		0.00		
				Motor Vehicles - Automobile - 2012 - Jeep - Grand Cherokee - 1C4RJFCG0CC249675		0.00		
				Motor Vehicles - Other - 1999 - Western Star - 4964S - 2WLPCCCJ6XK957119		0.00		
				Debts Due - Business - Accounts receivable (Niagara Region)		0.00		2,399,341.06
24	Scarborough Supply	154 Crown Court Whitby ON L1N 7B1	1,483.12	Debts Due - Business - Accounts receivable (Niagara Region)		1,483.12		
25	Stephenson's Rental Services	4071 Thickson Road Whitby ON L1R 2X3	6,513.97	Debts Due - Business - Accounts receivable (Niagara Region)		6,513.97		

18-Jul-2014
Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "B"
Secured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
26	Trisura Guarantee Insurance Company	1610 - 333 Bay Street, Box 22 Toronto ON M5H 2R3	250.00	Business Assets - Machinery - Various machinery & equipment		250.00		
				Business Assets - Stock In Trade - Inventory		0.00		
				Debts Due - Business - Accounts receivable		0.00		
				Other - Work In progress		0.00		
				Business Assets - Machinery - 2005 Caterpillar 330CL (VIN: CAT 0330CLDKY03525)		0.00		
				Business Assets - Machinery - 2005 Caterpillar 725 (VIN: CAT00725TB1L00262)		0.00		
				Business Assets - Machinery - 2008 Caterpillar 330DL (VIN: CAT0330DVMWP02693)		0.00		
				Business Assets - Machinery - 2008 Caterpillar 420EIT (VIN: CAT 0420EPKMW02158)		0.00		
				Motor Vehicles - Automobile - 2012 - Jeep - Grand Cherokee - 1C4RJFCG0CC249675		0.00		
				Motor Vehicles - Other - 1999 - Western Star - 4964S - 2WLPCCCJ6XK957119		0.00		
				Debts Due - Business - Accounts receivable (Niagara Region)		0.00		
27	United Rentals Canada Inc.	P.O. Box 4526, Postal Station A Toronto ON M5W 5Z9	104.85	Debts Due - Business - Accounts receivable (Niagara Region)		104.85		
28	Utility Installation Ltd.	211 Courtwright Street Fort Erie ON L2A 2R9	83,290.20	Debts Due - Business - Accounts receivable (Niagara Region)		83,290.20		
29	Walker Aggregates Inc.	P.O. Box 100 Thorold ON L2V 3Y8	8,874.49	Debts Due - Business - Accounts receivable (Niagara Region)		8,874.49		
30	Waterford Sand & Gravel Ltd.	70 Ewart Avenue Brantford ON N3T 5M1	11,758.23	Debts Due - Business - Accounts receivable (Niagara Region)		11,758.23		

18-Jul-2014
Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 – Continued

List "B"
Secured Creditors

Ebersole Excavating Inc.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
31	World Wide Composites	14 Harold Avenue Welland ON L3B 1J5	4,593.82	Debts Due - Business - Accounts receivable (Niagara Region)		4,593.82		
		Total:	3,308,484.42			909,143.36	0.00	2,399,341.06

18-Jul-2014

Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

Ebersole Excavating Inc.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
				Total:	0.00	0.00	0.00

18-Jul-2014

Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "D"
Contingent or Other Liabilities

Ebersole Excavating Inc.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	AMEC Americas Limited/AMCC Ameriques Limitee Attn: Morris A. Chochla	c/o Forbes Chochla LLP 439 University Avenue, Suite 2300 Toronto ON M5G 1Y8	1.00	0.00		Contingent
2	Sam and Wendy Passero Attn: Chris Durdan	c/o McBurney, Durdan, Henderson & Corbett P.O. Box 177, 4759 Queen Street Niagara Falls ON L2E 6T3	1.00	0.00		Contingent
3	The Corporation of the Town of Fort Erie Attn: Charles M. Loopstra	c/o Loopstra Nixon LLP 135 Queens Plate Drive, Suite 600 Toronto ON M9W 6V7	1.00	0.00		Contingent
		Total:	3.00	0.00		

18-Jul-2014

Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Continued

List "E"
Debts Due to the Debtor

Ebersole Excavating Inc

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts receivable	2194 East Ave, Stevensville ON	Receivable	96,970.94 0.00 1,074,479.35		01-Jan-2014	96,970.94	Bank of Montreal
2	Accounts receivable (Niagara Region)	2194 East Ave, Stevensville ON		514,519.05 0.00 0.00		01-Jun-2014	358,228.42	Trust claimants
			Total:	611,489.99 0.00 1,074,479.35			455,199.36	

18-Jul-2014

Date

Darrell W. Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 – Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel Mortgages, etc., Available as Assets

Ebersole Excavating Inc.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
			Total:	0.00		0.00	

18-Jul-2014
Date

Darrell W. Ebersole

District of:	Ontario
Division No.	07 - Hamilton
Court No.	32-1883424
Estate No.	32-1883424

FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor

Ebersole Excavating Inc.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
		Total:	0.00		0.00

18-Jul-2014

Date

Darrell W Ebersole

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 78 -- Concluded

List "H"
Property

Ebersole Excavating Inc.
FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Inventory	0.00	1.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
		2005 Caterpillar 330CL (VIN: CAT 0330CLDKY03525)	0.00	1.00
		2008 Caterpillar 420EIT (VIN: CAT 0420EPKMW02158)	0.00	1.00
		2008 Caterpillar 330DL (VIN: CAT0330DVMWP02693)	0.00	1.00
		2005 Caterpillar 725 (VIN: CAT00725TB1L00262)	0.00	1.00
		Various machinery & equipment	0.00	453,936.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
		Automobile - 2012 - Jeep - Grand Cherokee - 1C4RJFCG0CC249675	0.00	1.00
		Other - 1999 - Western Star - 4964S - 2WLPCCCJ6XK957119	0.00	1.00
(l) Taxes			0.00	0.00
(m) Other		Work in progress	0.00	1.00
			Total:	453,944.00

18-Jul-2014
Date

Darrell W Ebersole

BDO Canada Limited
1 City Centre Drive, Suite 1040
Mississauga ON L5B 1M2 Canada
Tel: 905 615 8787
Fax: 905 615 1333

Proof of Claim - FORM 31

(Section 50.1, 81.5, 81.6, Subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and Paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address:

____

____

In the matter of the bankruptcy (*or* the proposal, *or* the receivership) of ________________________ ***(name of debtor)*** of________________***(city and province)*** and the claim of ____________________________, creditor.

I, ____________________ ***(name of creditor or representative of the creditor)***, of ____________________ (*city and province*), do hereby certify:

1. That I am a creditor of the above-named debtor (*or* that I am __________________ (*state position or title*) of __________________________ ***(name of creditor or representative of the creditor)***).

2. That I have knowledge of all of the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy (*or* the date of the receivership, ***or in the case of a proposal,*** the date of the notice of intention *or* of the proposal, ***if no notice of intention was filed***), namely the _____ day of ________, 20____, and still is, indebted to the creditor in the sum of $______________, as specified in the statement of account (*or* affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. ***(The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)***

4. ***(Check and complete appropriate category.)***

☐ A. UNSECURED CLAIM OF $______________. ***(Other than as a customer contemplated by Section 262 of the Act).***

That in respect of this debt, I do not hold any assets of the debtor as security and ***(Check appropriate description.)***

☐ Regarding the amount of $______________, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of $______________, I do not claim a right to a priority. ***(Set out on an attached sheet details to support priority claim.)***

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE $______________

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows: ***(Give full particulars of the claim, including the calculations upon which the claim is based.)***

☐ C. SECURED CLAIM OF $______________

That in respect of this debt, I hold assets of the debtor valued at $______________ as security, particulars of which are as follows: ***(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)***

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF $______________

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of $______________. ***(Attach a copy of sales agreement and delivery receipts.)***

☐ E. CLAIM BY WAGE EARNER OF $______________

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of $______________

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of $______________

☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF $______________

☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of $______________

☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of $______________

☐ G. CLAIM AGAINST DIRECTOR $________________. ***(To be completed when a proposal provides for the compromise of claims against directors.)***

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows: (***Give full particulars of the claim, including the calculations upon which the claim is based.***)

☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM $________________

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows: (***Give full particulars of the claim, including the calculations upon which the claim is based.***)

5. That, to the best of my knowledge, I am (*or* the above-named creditor is) (*or* am not *or* is not) related to the debtor within the meaning of section 4 of the Act, and have (*or* has) (*or* have not *or* has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (***or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length,*** **within the 12 months)** immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: ***(Provide details of payments, credits and transfers at undervalue.)***

7. ***(Applicable only in the case of the bankruptcy of an individual.)***

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at ____________________, this ____________day of ____________________, 20________.

________________________________ Witness

________________________________ Creditor

Phone Number: ____________________

Fax Number: ____________________

Email Address: ____________________

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.
WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

General Proxy
(Paragraphs 51(1)(e) and 66.15(3)(b) and subsections 102(2))

In the matter of the bankruptcy / proposal / consumer proposal / receivership) of ________________________ ***(name of debtor)*** of__________________(***city and province***) and the claim of ________________________, creditor.

I / We ________________________ (***name of creditor or representative of the creditor***), of ________________ (***city and province***), a creditor in the above matter, hereby appoint ________________________ of ________________ to be my/our general proxy in the above matter except as to the receipt of dividends, with / without power to appoint another general proxy in his or her place.

Dated at ____________________, this ____________day of ____________________, 20________.

________________________________ Witness

________________________________ Individual Creditor

Name of Corporate Creditor

________________________________ Witness

Per: ________________________________
Name and Title of Signing Officer

CANADA
PROVINCE OF ONTARIO
ESTATE NO: 32-1883425
COURT NO: 32-1883424

IN THE MATTER OF THE PROPOSAL OF

EBERSOLE EXCAVATING INC.

VOTING LETTER

I,____

of ____

a creditor in the above matter for the sum of $____________________, hereby request the Trustee of the said proposal to record my vote

FOR

AGAINST

the acceptance of the proposal of the said debtor as filed with the Official Receiver on.

Dated at __________________________, __________________________________,

this ____ day of ___________________, ___________________.

__________________________ __________________________

Signature of witness Signature of creditor

Note: A person is not entitled to vote unless the Proof of Claim has been lodged with the Trustee before the time appointed for the meeting. In the case of a corporation, the Voting Letter should be accompanied by an appropriate resolution.

I

This is Exhibit **I** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

____
A Commissioner for Taking Affidavits
Roger Jaipargas

Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

BDO Canada Limited
1 City Centre Drive, Suite 1040
Mississauga ON L5B 1M2 Canada

District of Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF EBERSOLE EXCAVATING INC. OF THE TOWN OF STEVENSVILLE, IN THE REGIONAL MUNICIPALITY OF NIAGARA, IN THE PROVINCE OF ONTARIO.

REPORT OF TRUSTEE ON PROPOSAL

TO THE CREDITORS OF
EBERSOLE EXCAVATING INC.

Ebersole Excavating Inc. (the "**Company**") filed a Notice of Intention to Make a Proposal ("**NOI**") under the *Bankruptcy and Insolvency Act* on the 19th day of June, 2014 with the Official Receiver, and BDO Canada Limited agreed to act as Trustee in the administration of the Proposal.

The Company filed a Proposal with the Official Receiver on the 18th day of July, 2014.

We enclose herewith the following documents:

- Formal notice of meeting of creditors;
- Copy of the Proposal;
- Condensed statement of assets and liabilities;
- Listing of creditors;
- A proof of claim form and general proxy; and
- A voting letter in the event you wish to vote in advance of the meeting.

A creditors' meeting will be held to consider the Proposal on the 8th day of August, 2014, at 10:00 a.m. at the office of BDO Canada Limited, 1 City Centre Drive, Suite 1040, Mississauga, Ontario.

In order to be eligible to vote, either at or before the meeting, the Trustee must receive before the meeting a properly executed proof of claim, together with your Statement of Account, attached thereto as Schedule "A". Also, if you intend to have an individual represent you at the upcoming meeting, you must properly complete the Proxy form attached to the Proof of Claim, and therein name the individual representing you. All companies must name a proxy. For your convenience, you may vote in advance of the meeting by returning to us the attached voting letter.

The following information is provided to assist the creditors in evaluating the Company's affairs and the Proposal. Please note that we have not audited or reviewed the Company's books and records and, as a result, we are not able to express an opinion concerning the accuracy of the information contained herein. The following information originated from the Company's books and records that were made available to us, as well as from our discussions with management.

BACKGROUND

The Company is privately owned corporation which provides site preparation services including, excavating, grading, sewer and water systems and septic systems across southern and southwestern Ontario. The Company is located in Stevensville, Ontario and was originally incorporated in February 1996.

The Company's financial difficulties are a result of:

- A large project taken on for The Regional Municipality of Niagara (the "Region") for the improvement and expansion of an existing municipal landfill site (the "Project"). Management asserts the Region groundlessly, among other things, delayed responding to requests for information, delayed approval of work performed, lengthy change orders and suspended work resulting in cash flows problems for the Company. As a result the Company was unable to pay its trades resulting in lien rights being asserted and the consequential non-payment of a large receivable from the Region; and

- Financial mismanagement by former employees and project managers resulting in large levels of debt.

The Project delay, together with the increasing costs, resulted in considerable strain on the Company's cash flows to the point where the Company finds itself unable to maintain its day-to-day operations and debt obligations. Accordingly, the Company has filed a Proposal under the *Bankruptcy and Insolvency Act* in order to settle these obligations.

BDO

SUMMARY OF PROPOSAL

Under the terms of the Proposal, the funds paid under the Proposal will be utilized as follows:

- The Administrative Fees and Expenses will be paid in priority to all creditors' claims;

- The amount owing to Canada Revenue Agency ("**CRA**") (not including penalties and interest) that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* or under any substantially similar provision of provincial legislation, that were outstanding at the Date of Filing, shall be paid in full within six months after the Court Approval Date;

- Secured Creditors shall be paid in accordance with the existing arrangements between the Company and those Secured Creditors, or as may be arranged between the Company and the Secured Creditors. Accordingly, Secured Creditors will not participate in the Proposal;

- The claims of Lien Claimants and Trust Creditors (as defined under the Proposal), if any, shall be addressed outside of the Proposal and shall be governed by the *Construction Lien Act* R.S.O. 1990, c.30 or, where applicable, comparable legislation in other provinces ("**CLA**");

- Preferred Creditors will be paid in full in priority to Ordinary Creditors. Based on available information, the Trustee is not aware of any amount owing under this category;

- Ordinary Creditors will receive, in full and final settlement of their proven claims, one of the following:

  (i) Ordinary Creditors with proven claims less than or equal to $1,000 shall receive payment in full within 60 days after the Court Approval Date in priority to all claims of all other Ordinary Creditors. Ordinary Creditors with proven claims exceeding $1,000 may elect to accept $1,000 in full satisfaction of their proven claims by completing and returning the Election Form attached to the Proposal;

  (ii) Ordinary Creditors not electing to accept the amount offered under paragraph (i) in full satisfaction of their claim shall receive a redeemable promissory note equal to 20 percent of their proven claim. The promissory note shall be non-interest bearing and payable in five (5) equal annual installments, beginning on the twelve (12) month anniversary date of the Court Approval Date.

  The promissory notes shall be distributed by the Trustee to the proven creditors. The delivery of the promissory notes by the Company to the

Trustee shall constitute performance by the Company of its obligations pursuant to the Proposal.

- All payments to creditors are subject to a levy payable to the Superintendent of Bankruptcy pursuant to section 147 of the *Bankruptcy and Insolvency Act*, calculated at 5 percent.

- Under the Proposal, all creditors would agree not to pursue any assessments or claims against the Company's directors for liabilities of the Company that arose on or before the Date of Filing where the directors can be held personally liable.

If the statutory majority of creditors and the Court approve the Proposal, the Proposal will become legally binding on the Company and all Ordinary and Preferred Creditors. If the creditors reject the Company's Proposal, the Company will be deemed to have filed an assignment in bankruptcy.

Readers are cautioned that the foregoing summary is meant only as a simplified overview. The Proposal contains terms and conditions which are not set out above. In the event of any conflict between the summary and the Proposal, the terms of the Proposal will prevail. Creditors are therefore urged to read the Proposal in its entirety and, if necessary, to consult with their professional advisors.

IDENTIFICATION AND EVALUATION OF ASSETS

The assets of the Company are subject to encumbrances of three primary secured creditors. As of the date of this report, the Trustee has not received the requisite security documents necessary for obtaining a legal opinion on the validity and enforceability of the respective security agreements. The Trustee has requested security documents from BMO and the Ebersole's. The Trustee intends to retain independent legal counsel to provide legal opinions on the validity and enforceability of the security held by BMO, the Ebersoles, and to the extent claims are filed under the surety bond, Trisura. For the purpose of this report the Trustee will assume the respective securities granted are valid and enforceable as against a trustee in bankruptcy. The Trustee will report further to the creditors at the first meeting of creditors:

- Bank of Montreal ("**BMO**") holds a General Security Agreement over all of the Company's assets and property. BMO enjoys a first priority position with respect to the assets and property of the Company, save and except for priority claims of statutory priority claimants, trust claimants, and potential holders of purchase money security interests. BMO is owed approximately $450,000;

- Trisura Guarantee Insurance Company ("**Trisura**") holds a General Security Agreement over all of the Company's assets and property. Trisura is the bonding company which provided a surety bond as a guarantee of the Company's performance on the Project. Trisura enjoys a second priority position with respect to the assets and property of the Company with respect to any claims made under the bond, save and except for priority claims of statutory priority claimants, trust claimants, and potential holders of purchase money security interests. The Company's indebtedness to Trisura is undetermined at this time; and

- Sandra and Darrell Ebersole (collectively the "**Ebersole's**") holds a General Security Agreement over all of the Company's assets and property. The Ebersole's enjoy a third priority position with respect to the assets and property of the Company, save and except for priority claims of statutory priority claimants, trust claimants, and potential holders of purchase money security interests. The Ebersole's have registered their security interest under the PPSA in the amount of $2,538,317.

Further, in the event of a bankruptcy, Canada Revenue Agency ("**CRA**") would maintain a priority position for its deemed trust claim (being monies withheld from employees wages for income tax, Employment Insurance premiums and Canada Pension Plan premiums but not remitted). The proven deemed trust claim would take a priority over the validly secured claims of BMO, Trisura and the Ebersole's. The quantum of the deemed trust portion of CRA's claim is unknown.

In addition, various creditors have interests in specific assets which they have financed/leased to the Company.

Based on the above mentioned secured and priority claims, the Trustee believes that the Company's assets are fully encumbered and believes the secured creditors would suffer a shortfall in the event of a bankruptcy. Additionally, in the event of bankruptcy, employees would be entitled to a priority, over current assets (cash, accounts receivable and inventory), for employees' wages, vacation pay, termination and severance pay under the Wage Earners Protection Program ("**WEPP**"). The super-priority for employees' wages is for a maximum amount of $2,000 per employee. The amount of the super-priority under WEPP is unknown at this time.

The Trustee has identified the following assets of the Company, which, as discussed above, are fully encumbered:

<u>Machinery and equipment ("**Equipment**")</u>

The reported book value of the Equipment is approximately $453,935 as at June 19, 2014. The Equipment consists of certain work vehicles, machinery, equipment and tools. The Trustee retained Canam Appraiz ("**Canam**") to provide an appraisal of the Company's Equipment and Inventory. Canam opined the equipment is in poor to fair condition with obvious signs of wear. The vehicles have very high mileage and some are in such poor condition that they hold scrap value only.

<u>Inventory</u>

Canam opined the forced liquidation value of the Inventory to be $15,000 - $20,000 before related liquidation/disposition costs.

BDO

Accounts receivable

The book value of the Company's accounts receivable was approximately $1,588,500 as at June 19, 2014, of which approximately $1,073,500 represents a contingent damages claim against The Regional Municipality of Niagara (the "Damages Claim"). Further, management estimates certain creditors may assert trust claims under the CLA of approximately $508,000. The Trustee reviewed the accounts receivable with senior management and estimates that accounts receivable has a realizable value of approximately $96,000 in a bankruptcy scenario. The realizable value reflects the following:

- Certain aged receivables will be deemed uncollectible;
- In a bankruptcy scenario, a trustee in bankruptcy will not be in a position to complete projects for customers;
- Creditors will likely exercise the available remedies under the *Construction Lien Act*, including the registration of liens against projects. As a result, customers will not remit outstanding accounts receivable to the Trustee until their respective lien issues are resolved;
- The Damages Claim is currently a contingent claim and will likely require litigation to settle; and
- Customers will likely claim a right of set-off against amount owing for: i) damages resulting from the Company's failure to honour any obligations under service/support agreements; and ii) provision for potential warranty claims.

The Company is investigating retaining legal counsel, on a contingency basis, to assist with negotiating the completion of the Project - expansion and improvements to the Humberstone Landfill in the Region of Niagara. The Project is currently stalled. The trades are owed approximately $507,910 and have begun asserting construction lien and trust claims. Further, management advises that an outstanding receivable, of approximately $514,000 ("Niagara Receivable"), is being held contingent upon settlement with the trades. The Company's cash flow is insufficient to pay the legal fees associated with the completion of the Project. Accordingly, the Company is proposing that a percentage of the Niagara Receivable collected is paid to their legal counsel for the assistance provided in, among other things, settling with trades, negotiating with the Region of Niagara and arranging for the completion of the Project. The Company is proposing to pay the legal fees in priority to the lien/trust claimants.

The Niagara Receivable is included in the book value of the Company's accounts receivable reported above.

Work-in-progress

The book value of the Company's work-in-progress was approximately $660,000. The Trustee estimates that work-in-progress has no realizable value in a bankruptcy scenario as any unfinished projects will not be completed.

ESTIMATED REALIZATION TO CREDITORS

A schedule of estimated realization comparing the estimated realization in a bankruptcy scenario to the estimated realization from the offered proposal is outlined below:

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BDO

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

Schedule of Estimated Realization
As at July 18, 2014

	Per books at July 18, 2014	Estimated realization in a bankruptcy	Proposal
ESTIMATED GROSS REALIZATION FROM ASSETS			
Accounts receivable, note 1	$ 1,685,969	$ 96,970	
Inventory, note 2	1,100,000	15,000	
Machinery & equipment, note 3	453,936	650,000	
Work in progress, note 2	660,000	Nil	
Proposal contributions			
Cash - third party backer			93,910
Promissory notes			99,690
	$ 3,899,905	761,970	193,600
ESTIMATED COST OF REALIZATION			
Auctioneer's commission		112,718	-
Auctioneer's expenses		50,000	-
Trustee's fees and disbursements		11,300	56,500
ESTIMATED NET REALIZATION TO CREDITORS		587,953	137,100
ESTIMATED CLAIMS OF CONSTRUCTION LIEN/TRUST CLAIMANTS			
Various trades for Humberstone Landfill contract, note 4, 5		507,000	507,000
ESTIMATED CLAIMS OF SECURED AND PRIORITY CREDITORS			
Canada Revenue Agency		Unknown	-
Bank of Montreal		465,000	n/a
Trisura Gaurantee Insurance Company		Unknown	n/a
Caterpillar Financial Services Limited		Unknown	n/a
Curtis Gail Development Corporation		Unknown	n/a
Ally Credit Canada Limited		24,000	n/a
Darrell and Sandra Ebersole		2,525,267	n/a
ESTIMATED SECURED CREDITOR CLAIMS		3,014,267	-
ESTIMATED FUNDS AVAILABLE FOR ORDINARY CREDITORS		$ -	$ 137,100
ESTIMATED CLAIMS OF ORDINARY CREDITORS			
Claims of Ordinary Creditors electing under $1,000	66,278	$ -	$ 37,408
Claims of remaining Ordinary Creditors	498,455	564,734	498,455
		$ 564,734	$ 535,863
ESTIMATED RECOVERY TO ORDINARY CREDITORS			
Electing for $1,000		0%	26% to 100%
All other Ordinary Creditors		0%	20%

BDO

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE
IN THE REGIONAL MUNICIPALITY OF NIAGARA
IN THE PROVINCE OF ONTARIO.

Notes to the Schedule of Estimated Realization
As of July 18, 2014

1. ACCOUNTS RECEIVABLE

The estimated realization rates for accounts receivable are based on discussions with management regarding customer payment history as well as factors which will affect account collectibility in a bankruptcy scenario.

The Company's books and records report aged accounts receivables of approximately $1,685,969 as at June 19, 2014. Management advises approximately $514,000 relates to the Project and Niagara Receivable, defined below. In the event of bankruptcy, the Project will not be completed and as such the Niagara Receivable will not be collectible. Further, an additional $1,075M has been booked as a contingent "Damages Claim" that the Company is proposing to be litigated against the Niagara Region as a result of the issues that arose during the Project. At this time the Trustee is unable to opine on the timing or success of any Damages Claim. Further, any settlement would be subject to the security interests of various secured creditors of the Company.

2. INVENTORY

	Estimated book value	Estimated realization in a bankruptcy
Inventory	$ 1,100,000	$ 15,000
Work in progress	660,000	-
	$ 1,760,000	$ 15,000

The liquidation value of the inventory is based on an asset appraisal prepared at the Trustee's request by Canam-Appraiz Inc. and is before related liquidation/disposition costs. Work in progress is assumed to have no realizable value in a bankruptcy scenario.

BDO

3. MACHINERY & EQUIPMENT

	Estimated book value	Estimated realization in a bankruptcy
Machinery & equipment	$ 453,936	$ 650,000

The liquidation value of machinery & equipment is based on discussions with management and an equipment appraisor. The liquidation value is before related liquidation/disposition costs and does not include an amounts for capital assets leased through third parties.

4. LEGAL FEES

The Company is investigating retaining legal counsel, on a contingency basis, to assist with negotiating the completion of the Humberstone Landfill contract (the "Project") in the Region of Niagara ("Niagara"). The Project is currently stalled. The trades are approximately $507,910 in arrears and have began asserting construction lien and trust claims. Further, there is an outstanding receivable, of approximately $514,000 ("Niagara Receivable"), which is being held contingent upon settlement with the trades. Company's cash flow is insufficient to pay the legal fees associated with the completion of the Project. Accordingly, the Company is proposing that a percentage of the Niagara Receivable collected is paid to the legal counsel retained in priority to the lien/trust claimants.

5. FUNDS AVAILABLE FOR LIEN/TRUST CLAIMANTS

Under the Proposal scenario, after professional and legal fees, it is estimated that approximately $356,500 will be available for the Project's existing lien/trust claimant arrears identified above from the collection of the Niagara Receivable. Shortfall to the lien/trust claimants will become an unsecured claim in the Proposal administration and they may participate in any dividend distribution available to the ordinary creditors. It is estimated lien/trade claimants will recover 76%-100% under the Proposal.

Under the Bankrutpcy scenario, management advises the Project will not be completed and the Niagara Receivable will not be collectible. Accordingly, there will be no funds available from the Company for payment towards the lien/trust claims.

If the Proposal is rejected, the Company will automatically be deemed bankrupt. The assets are listed on the Company's Statement of Affairs are fully encumbered, and the Trustee estimates the secured creditors would suffer a shortfall in the event of bankruptcy. The anticipated recovery for the bankrupt estate would be **NIL**. Thus, there is no reasonable expectation of a distribution to any Ordinary Creditors.

The Proposal provides an estimated recovery between 20 - 100 percent for Ordinary Creditors.

Based on all of the information that has come to the Trustee's attention to date, the Trustee recommends that Ordinary Creditors accept the Company's Proposal as it provides for a greater recovery than what could be reasonably expected in a bankruptcy scenario.

We trust that the foregoing adequately explains the current and ongoing circumstances of the Company. If any questions or concerns arise, please contact Nathan Wong at (905) 615-8787 ext. 6213.

Dated at Mississauga, Ontario this 23rd day of July, 2014.

BDO CANADA LIMITED
Trustee
1 City Centre Drive, Suite 1040
Mississauga, Ontario L5B 1M2

BDO

Tel: 905 615 8787
Fax: 905 615 1333
www.bdo.ca

BDO Canada Limited
1 City Centre Drive, Suite 1040
Mississauga ON L5B 1M2 Canada

District of: Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

Take notice that Ebersole Excavating Inc. of the Town of Stevensville in the Province of Ontario has lodged with us a proposal under the Bankruptcy and Insolvency Act.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to $250 or more are enclosed herewith.

A general meeting of the creditors will be held at 1040 - 1 City Centre Drive, Mississauga, ON on the 8th day of August 2014 at 10:00 AM.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Dated at the City of Mississauga in the Province of Ontario, this 23rd day of July 2014.

BDO Canada Limited / BDO Canada Limitée - Trustee

1 City Centre Drive Suite 1040
Mississauga ON L5B 1M2
Phone: (905) 615-8787 Fax: (905) 615-1333

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

District of	Ontario
Division No.	07 - Hamilton
Court No.	32-1883424
Estate No.	32-1883424

In the Matter of the Proposal of:

Ebersole Excavating Inc.
Debtor

BDO CANADA LIMITED / BDO CANADA LIMITÉE
Trustee

Date of Proposal:	July 18, 2014	Security:	$
Meeting of Creditors:	August 08, 2014, 10:00 Suite 1040 1 City Centre Drive Mississauga, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF FILING OF A PROPOSAL - Section 62

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforenamed debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforenamed trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

Date: July 21, 2014, 14:14

E-File/Dépôt Electronique — Official Receiver

J

This is Exhibit **J** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits

District of Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

PROPOSAL
(under section 50 of the *Bankruptcy and Insolvency Act*)

EBERSOLE EXCAVATING INC. (hereinafter called the "Company"), hereby submits the following Proposal under the *Bankruptcy and Insolvency Act* to all of its creditors.

1. DEFINITIONS

For the purposes of this Proposal, the following terms shall have the following meaning:

(i) **"Act"** means the *Bankruptcy and Insolvency Act*;

(ii) **"Administrative Fees and Expenses"** means the fees and expenses incurred by or on behalf of the Trustee, as more particularly described in paragraph 14 of this Proposal;

(iii) **"Backer"** means D&S Railway Construction Inc. who has entered into an agreement with the Company to fund certain payments required under this Proposal;

(iv) **"CLA"** means the *Construction Lien Act* R.S.O. 1990, c.30 and, where applicable, comparable legislation in other Provinces;

(v) **"Company"** means Ebersole Excavating Inc., a company incorporated under the *Business Corporations Act (Ontario)*;

(vi) **"Court"** means the Ontario Superior Court of Justice, in Bankruptcy and Insolvency;

(vii) **"Court Approval Date"** means the date on which the Court issues an Order approving this Proposal pursuant to the provisions of the Act, all appeal periods having expired and no appeal therefrom having been dismissed and such dismissal having become final;

(viii) **"Date of Filing"** means the 19th day of June, 2014, being the date on which the Company filed a Notice of Intention to Make a Proposal with the Official Receiver in accordance with the Act;

(ix) **"Inspectors"** means the person(s) appointed or elected as inspectors under and pursuant to the Act, in respect of the Proposal;

(x) **"Lien Claimant"** means a person having a validly preserved or perfected lien under the CLA;

(xi) **"Ordinary Creditors"** means those persons with unsecured claims as at the Date of Filing, including contingent or unliquidated claims arising out of any transaction entered into prior to the Date Filing, which are proven in accordance with the Act and which are not secured or preferred under or pursuant to the Act;

(xii) **"Preferred Creditors"** means those creditors of the Company whose claims are entitled to be paid in priority to the claims of Ordinary Creditors as provided under section 136 of the Act;

(xiii) **"Project"** means the current Humberstone Landfill Site and Landfill Gas Collection and Control Systems project;

(xiv) **"Secured Creditors"** means those creditors of the Company who hold valid and enforceable mortgages, charges, liens, security interests and other encumbrances against any of the property or assets of the Company;

(xv) **"Trust Creditor"** means a person who is a beneficiary of a trust under the CLA, with a valid proven and subsisting claim thereunder, excluding a Lien Claimant unless the Lien Claimant discharges its lien and elects to become a Trust Creditor;

(xvi) **"Trust Fund"** means the net proceeds realized from the collection of the Company's invoice# 14 humb 1, dated June 1, 2014 (the "Invoice"), to the Regional Municipality of Niagara on the Project less a deduction for the legal and professional fees of a law firm to be retained (estimated to be 30% of the Invoice); and

(xvii) **"Trustee"** means BDO Canada Limited or its duly appointed successor.

2. GENERAL INTENT

The purpose of this Proposal is to affect a restructuring of the business and affairs of the Company in the expectation that all creditors will derive a greater benefit than would result from a forced liquidation of its assets.

This Proposal restructures the affairs of the Company and amends the terms of any and all agreements between the Company and the creditors existing as at the Date of Filing and provides the essential terms upon which all such claims will be fully and finally resolved and settled. During the term of the Proposal, and provided that an event of default has not occurred and is continuing hereunder, all creditors will be stayed from commencing or continuing any proceeding or remedy against the Company or any of its property or assets in respect of a claim including without limitation, any proceeding or remedy to recover payment of any monies owing to creditors, to recover or enforce any judgment against the Company in respect of a claim or to commence any formal proceedings against it other than as provided for under this Proposal or the Act.

This Proposal, as of the Court Approval Date, shall be binding on the Company and all creditors.

3. PROTECTION OF TRUST FUNDS

The Company shall, from the Date of Filing onward, maintain a separate trust account for the Project and administer the trust account in accordance with the provisions of the CLA. Trust Creditors will be entitled to share in the distribution of the Trust Fund. Trust Creditors will be governed by the CLA.

4. CANADA REVENUE AGENCY

All amounts owing to Canada Revenue Agency that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* or under any substantially similar provision of provincial legislation, that were outstanding at the Date of Filing, shall be paid in full within six months after the Court Approval Date.

5. SECURED CREDITORS, LIEN CLAIMANTS, AND TRUST CREDITORS

The claim of Secured Creditors shall, subject to the provisions of the Act, be paid in accordance with the arrangements between the Company and holder of such claims which were in effect on the Date of Filing or such other terms as may be mutually agreed between them following the Date of Filing.

The claims of the Lien Claimants and Trust Creditors, if any, will be governed by the CLA.

6. PREFERRED CREDITORS

The claims of Preferred Creditors, if any, shall be paid in full, without interest, in priority to the claims of Ordinary Creditors in accordance with the Act.

7. ORDINARY CREDITORS

The claims of Ordinary Creditors shall be paid as follows:

(i) Ordinary Creditors with proven claims less than or equal to $1,000 shall receive payment in full within 60 days after the Court Approval Date in priority to all claims of all other Ordinary Creditors. Ordinary Creditors with proven claims exceeding $1,000 have the option to accept $1,000 in full satisfaction of their proven claims;

(ii) Ordinary Creditors not electing to accept the amount offered under paragraph 6(i) in full satisfaction of their claim shall receive a redeemable promissory note equal to 20 percent of their proven claim. The promissory note shall be non-interest bearing and payable in five (5) equal annual installments, beginning on the twelve (12) month anniversary date of the Court Approval Date. Promissory notes shall be issued in the form attached as Appendix "I".

The promissory notes shall be distributed by the Trustee to the proven creditors. The delivery of the promissory notes by the Company to the Trustee shall constitute performance by the Company of its obligations pursuant to the Proposal.

8. TRUST CREDITORS

Trust Creditors will be entitled to share in the distribution of the Trust Fund. Such funds shall be divided pro rata amongst all Trust Creditors. Any shortfall in Trust Creditors claims are considered an Ordinary Claim which shall be addressed under paragraph 6 of this Proposal.

9. CLAIMS AGAINST DIRECTORS OF THE COMPANY

The creditors hereby agree not to pursue any assessments against the Company's directors for claims against directors of the Company that arose prior to the Date of Filing and that relate to the obligations of the Company where the directors are by law liable in their capacity as directors as for the payment of such obligation.

A Trust Creditor that elects to receive a pro rata share of the Trust Fund shall also release the Company and every director, officer, employee or agent of the Company, and any other person, from any claims for breach of trust, or otherwise, under the CLA.

10. PAYMENTS UNDER THE PROPOSAL

The Backer shall pay the following amounts to the Trustee:

(i) An amount equal to the Administrative Fees and Expenses as allowed under paragraph 14 of this Proposal. Such amount shall be paid to the Trustee upon the filing of this Proposal, or as requested by the Trustee from time to time;

(ii) An amount equal to Canada Revenue Agency's claim under paragraph 4 of this Proposal. Such amount shall be paid to the Trustee in six equal monthly payments, commencing on the first day of the month following the Court Approval Date; and

(iii) An amount equal to the dividends required under paragraphs 6 and 7(i) of this Proposal. Such amounts shall be paid to the Trustee pursuant to the terms of the Proposal.

11. TIME LIMIT FOR FILING CLAIMS

As soon as reasonably possible after the acceptance of this Proposal by the requisite majority of creditors, the Trustee shall give notice pursuant to Section 149(1) of the Act to every person with a claim of which the Trustee has notice or knowledge but whose claim has not been proved that if such person does not prove its claim within a period of thirty (30) days after the mailing of the notice, the Trustee will proceed to declare a final dividend without regard to such person's claim; the dividend referred to in said notice shall be deemed a final dividend and any person so notified who does not prove its claim within the said thirty (30) days shall be barred from making a claim in this Proposal or sharing in any dividend hereunder, subject to any exceptions set out in Sections 149(2), (3) and (4) of the Act.

12. DISTRIBUTIONS UNDER THE PROPOSAL

All distributions under the Proposal, whether by cash or promissory note, shall be issued by the Trustee and notwithstanding any other provisions therefore, any distributions made by the Trustee in respect of any claims pursuant to the terms hereof shall be made net of the Superintendent's Levy required to be made, pursuant to Section 147 and 60(4) of the Act.

The Company shall issue promissory notes to the creditors, as described under paragraph 7(ii) of this Proposal. All promissory notes shall be issued within 90 days after the Court Approval Date, subject to necessary regulatory and shareholder approvals.

Distributions to creditors will be made in the following order of priority:

(i) Firstly, to Canada Revenue Agency for the amount of their proven claim under paragraph 4 of this Proposal;

(ii) Secondly, to Preferred Creditors for the amount of their proven claims under paragraph 6 of this Proposal; and

(iii) Thirdly, to Ordinary Creditors for their proven claims under paragraph 7(i) of this Proposal on a pro rata basis in proportion to their respective claims.

13. INSPECTORS

The creditors may appoint one or more, but not more than five, inspectors under this proposal whose powers shall be restricted to advising the Trustee in matters that may be referred to them by the Trustee.

14. ADMINISTRATIVE FEES AND EXPENSES

All the fees, expenses and disbursements of the Trustee in and incidental to the proceedings arising out of the Proposal, including the Trustee's legal fees and disbursements, shall be paid in priority to all claims and shall be a first charge thereon.

The Trustee may take interim draws from funds paid to it by the Company and/or Backer for its administrative fees and expenses as necessary, based on actual time and charges at normal billing rates plus applicable taxes. All draws are subject to final taxation by the Court.

Amounts stated with respect to professional fees in this Proposal or any documents relating to it including the reports of the Trustee and the Statement of Estimated Realization, are estimates only, and will not restrict the Trustee or the Trustee's legal counsel from invoicing, taxing, and being paid all of their reasonable fees and charges based upon actual time at normal billable rates.

15. BDO CANADA LIMITED

BDO Canada Limited shall be the Trustee under this Proposal and upon issuance of all payments and promissory notes provided for in this Proposal, the Trustee shall be entitled to be discharged from its obligations under the terms of this Proposal. The Trustee is acting in its capacity as Trustee under this Proposal and not in its personal capacity and shall not be responsible or liable for any obligations of the Company or Backer.

Dated at St. Catherine's, Ontario this 18th day of July, 2014.

EBERSOLE EXCAVATING INC.
Per:

Darrell W. Ebersole
Authorized signing officer

Witness

D & S RAILWAY CONSTRUCTION INC.
Per:

Darrell W. Ebersole
Authorized signing officer

Witness

APPENDIX "I"

EBERSOLE EXCAVATING INC.

PROMISSORY NOTE

1. EBERSOLE EXCAVATING INC. and D & S RAILWAY CONSTRUCTION INC., (collectively the "Companies") FOR VALUE RECEIVED hereby acknowledges themselves jointly and severally indebted and covenants to pay to:

   <<Creditor>>

   (hereinafter referred to as the "Holder"), the sum of $<*> (hereinafter referred to as the "Principal Amount") without interest, upon and subject to the provisions hereinafter provided.

2. This promissory note is one of an issue by the Companies of a number of similar notes, all of which Notes were issued to certain ordinary creditors of Ebersole Excavating Inc. pursuant to the terms of a Proposal filed by Ebersole Excavating Inc. dated the 18th day of July, 2014.

3. This promissory note shall be paid by the Companies in accordance with the terms of the above-referenced Proposal. The promissory note amount shall be completely paid within five years of the Court Approval Date.

4. This promissory note shall be non-interest bearing.

In witness whereof, the Companies have caused its corporate seal to be hereunto affixed, and this Promissory Note to be signed by its proper officers as of the <*> day of <*>, 2014.

EBERSOLE EXCAVATING INC.
Per:

____
Darrell W. Ebersole
Authorized signing officer

D & S RAILWAY CONSTRUCTION INC.
Per:

____
Darrell W. Ebersole
Authorized signing officer

District of Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF EBERSOLE EXCAVATING INC. OF THE TOWN OF STEVENSVILLE, IN THE REGIONAL MUNICIPALITY OF NIAGARA, IN THE PROVINCE OF ONTARIO.

ELECTION

I, ____ *(name of creditor)*, of ____________________________ *(city and province)*, a creditor in the above matter for the sum of $____________________________, hereby elect, for the purpose of receiving a dividend, to receive the lesser of $1,000.00 and my proven claim, as provided under paragraph 7(i) of the Proposal of Ebersole Excavating Inc. dated July 18, 2014.

Dated at ____________________________ *(city and province)*, this ______ day of ____________________, 2014.

____
Name of creditor

____
Name and Title of Signing Officer

K

This is Exhibit **K** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

District of Ontario
Division #07-Hamilton
Court #32-1883424
Estate #32-1883424

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE REGISTRAR WIEBE	)	**THE 21ST DAY OF OCTOBER**
	)	
	)	**OF 2014**

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

ORDER APPROVING PROPOSAL (SEC. 60 (5))

Upon the application of BDO CANADA Limited, the Trustee, and upon reading the report of the Trustee filed on the, October 8, 2014 and the Court being satisfied that the required majority of creditors have duly accepted the Proposal in the terms contained in the paper writing marked "A" annexed hereto and being satisfied that the said terms are reasonable and calculated to benefit the general body of creditors and that no offences or facts have been proved to justify the Court in withholding its approval, the said Proposal is hereby approved.

Claud Wiebe
The Registrar Wiebe

"A"

District of Ontario
Division No. 07 - Hamilton
Court No. 32-1883424
Estate No. 32-1883424

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

PROPOSAL
(under section 50 of the *Bankruptcy and Insolvency Act*)

EBERSOLE EXCAVATING INC. (hereinafter called the "Company"), hereby submits the following Proposal under the *Bankruptcy and Insolvency Act* to all of its creditors.

1. DEFINITIONS

For the purposes of this Proposal, the following terms shall have the following meaning:

(i) "Act" means the *Bankruptcy and Insolvency Act*;

(ii) "Administrative Fees and Expenses" means the fees and expenses incurred by or on behalf of the Trustee, as more particularly described in paragraph 14 of this Proposal;

(iii) "Backer" means D&S Railway Construction Inc. who has entered into an agreement with the Company to fund certain payments required under this Proposal;

(iv) "CLA" means the *Construction Lien Act* R.S.O. 1990, c.30 and, where applicable, comparable legislation in other Provinces;

(v) "Company" means Ebersole Excavating Inc., a company incorporated under the *Business Corporations Act (Ontario)*;

(vi) "Court" means the Ontario Superior Court of Justice, in Bankruptcy and Insolvency;

(vii) "Court Approval Date" means the date on which the Court issues an Order approving this Proposal pursuant to the provisions of the Act, all appeal periods having expired and no appeal therefrom having been dismissed and such dismissal having become final;

(viii) **"Date of Filing"** means the 19th day of June, 2014, being the date on which the Company filed a Notice of Intention to Make a Proposal with the Official Receiver in accordance with the Act;

(ix) **"Inspectors"** means the person(s) appointed or elected as inspectors under and pursuant to the Act, in respect of the Proposal;

(x) **"Lien Claimant"** means a person having a validly preserved or perfected lien under the CLA;

(xi) **"Ordinary Creditors"** means those persons with unsecured claims as at the Date of Filing, including contingent or unliquidated claims arising out of any transaction entered into prior to the Date Filing, which are proven in accordance with the Act and which are not secured or preferred under or pursuant to the Act;

(xii) **"Preferred Creditors"** means those creditors of the Company whose claims are entitled to be paid in priority to the claims of Ordinary Creditors as provided under section 136 of the Act;

(xiii) **"Project"** means the current Humberstone Landfill Site and Landfill Gas Collection and Control Systems project;

(xiv) **"Secured Creditors"** means those creditors of the Company who hold valid and enforceable mortgages, charges, liens, security interests and other encumbrances against any of the property or assets of the Company;

(xv) **"Trust Creditor"** means a person who is a beneficiary of a trust under the CLA, with a valid proven and subsisting claim thereunder, excluding a Lien Claimant unless the Lien Claimant discharges its lien and elects to become a Trust Creditor;

(xvi) **"Trust Fund"** means the net proceeds realized from the collection of the Company's invoice# 14 humb 1, dated June 1, 2014 (the "Invoice"), to the Regional Municipality of Niagara on the Project less a deduction for the legal and professional fees of a law firm to be retained (estimated to be 30% of the Invoice); and

(xvii) **"Trustee"** means BDO Canada Limited or its duly appointed successor.

2. GENERAL INTENT

The purpose of this Proposal is to affect a restructuring of the business and affairs of the Company in the expectation that all creditors will derive a greater benefit than would result from a forced liquidation of its assets.

This Proposal restructures the affairs of the Company and amends the terms of any and all agreements between the Company and the creditors existing as at the Date of Filing and provides the essential terms upon which all such claims will be fully and finally resolved and settled. During the term of the Proposal, and provided that an event of default has not occurred and is continuing hereunder, all creditors will be stayed from commencing or continuing any proceeding or remedy against the Company or any of its property or assets in respect of a claim including without limitation, any proceeding or remedy to recover payment of any monies owing to creditors, to recover or enforce any judgment against the Company in respect of a claim or to commence any formal proceedings against it other than as provided for under this Proposal or the Act.

This Proposal, as of the Court Approval Date, shall be binding on the Company and all creditors.

3. PROTECTION OF TRUST FUNDS

The Company shall, from the Date of Filing onward, maintain a separate trust account for the Project and administer the trust account in accordance with the provisions of the CLA. Trust Creditors will be entitled to share in the distribution of the Trust Fund. Trust Creditors will be governed by the CLA.

4. CANADA REVENUE AGENCY

All amounts owing to Canada Revenue Agency that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* or under any substantially similar provision of provincial legislation, that were outstanding at the Date of Filing, shall be paid in full within six months after the Court Approval Date.

5. SECURED CREDITORS, LIEN CLAIMANTS, AND TRUST CREDITORS

The claim of Secured Creditors shall, subject to the provisions of the Act, be paid in accordance with the arrangements between the Company and holder of such claims which were in effect on the Date of Filing or such other terms as may be mutually agreed between them following the Date of Filing.

The claims of the Lien Claimants and Trust Creditors, if any, will be governed by the CLA.

6. PREFERRED CREDITORS

The claims of Preferred Creditors, if any, shall be paid in full, without interest, in priority to the claims of Ordinary Creditors in accordance with the Act.

7. ORDINARY CREDITORS

The claims of Ordinary Creditors shall be paid as follows:

(i) Ordinary Creditors with proven claims less than or equal to $1,000 shall receive payment in full within 60 days after the Court Approval Date in priority to all claims of all other Ordinary Creditors. Ordinary Creditors with proven claims exceeding $1,000 have the option to accept $1,000 in full satisfaction of their proven claims;

(ii) Ordinary Creditors not electing to accept the amount offered under paragraph 6(i) in full satisfaction of their claim shall receive a redeemable promissory note equal to 20 percent of their proven claim. The promissory note shall be non-interest bearing and payable in five (5) equal annual installments, beginning on the twelve (12) month anniversary date of the Court Approval Date. Promissory notes shall be issued in the form attached as Appendix "I".

The promissory notes shall be distributed by the Trustee to the proven creditors. The delivery of the promissory notes by the Company to the Trustee shall constitute performance by the Company of its obligations pursuant to the Proposal.

8. TRUST CREDITORS

Trust Creditors will be entitled to share in the distribution of the Trust Fund. Such funds shall be divided pro rata amongst all Trust Creditors. Any shortfall in Trust Creditors claims are considered an Ordinary Claim which shall be addressed under paragraph 6 of this Proposal.

9. CLAIMS AGAINST DIRECTORS OF THE COMPANY

The creditors hereby agree not to pursue any assessments against the Company's directors for claims against directors of the Company that arose prior to the Date of Filing and that relate to the obligations of the Company where the directors are by law liable in their capacity as directors as for the payment of such obligation.

A Trust Creditor that elects to receive a pro rata share of the Trust Fund shall also release the Company and every director, officer, employee or agent of the Company, and any other person, from any claims for breach of trust, or otherwise, under the CLA.

10. PAYMENTS UNDER THE PROPOSAL

The Backer shall pay the following amounts to the Trustee:

(i) An amount equal to the Administrative Fees and Expenses as allowed under paragraph 14 of this Proposal. Such amount shall be paid to the Trustee upon the filing of this Proposal, or as requested by the Trustee from time to time;

(ii) An amount equal to Canada Revenue Agency's claim under paragraph 4 of this Proposal. Such amount shall be paid to the Trustee in six equal monthly payments, commencing on the first day of the month following the Court Approval Date; and

(iii) An amount equal to the dividends required under paragraphs 6 and 7(i) of this Proposal. Such amounts shall be paid to the Trustee pursuant to the terms of the Proposal.

11. TIME LIMIT FOR FILING CLAIMS

As soon as reasonably possible after the acceptance of this Proposal by the requisite majority of creditors, the Trustee shall give notice pursuant to Section 149(1) of the Act to every person with a claim of which the Trustee has notice or knowledge but whose claim has not been proved that if such person does not prove its claim within a period of thirty (30) days after the mailing of the notice, the Trustee will proceed to declare a final dividend without regard to such person's claim; the dividend referred to in said notice shall be deemed a final dividend and any person so notified who does not prove its claim within the said thirty (30) days shall be barred from making a claim in this Proposal or sharing in any dividend hereunder, subject to any exceptions set out in Sections 149(2), (3) and (4) of the Act.

12. DISTRIBUTIONS UNDER THE PROPOSAL

All distributions under the Proposal, whether by cash or promissory note, shall be issued by the Trustee and notwithstanding any other provisions therefore, any distributions made by the Trustee in respect of any claims pursuant to the terms hereof shall be made net of the Superintendent's Levy required to be made, pursuant to Section 147 and 60(4) of the Act.

The Company shall issue promissory notes to the creditors, as described under paragraph 7(ii) of this Proposal. All promissory notes shall be issued within 90 days after the Court Approval Date, subject to necessary regulatory and shareholder approvals.

Distributions to creditors will be made in the following order of priority:

(i) Firstly, to Canada Revenue Agency for the amount of their proven claim under paragraph 4 of this Proposal;

(ii) Secondly, to Preferred Creditors for the amount of their proven claims under paragraph 6 of this Proposal; and

(iii) Thirdly, to Ordinary Creditors for their proven claims under paragraph 7(i) of this Proposal on a pro rata basis in proportion to their respective claims.

13. INSPECTORS

The creditors may appoint one or more, but not more than five, inspectors under this proposal whose powers shall be restricted to advising the Trustee in matters that may be referred to them by the Trustee.

14. ADMINISTRATIVE FEES AND EXPENSES

All the fees, expenses and disbursements of the Trustee in and incidental to the proceedings arising out of the Proposal, including the Trustee's legal fees and disbursements, shall be paid in priority to all claims and shall be a first charge thereon.

The Trustee may take interim draws from funds paid to it by the Company and/or Backer for its administrative fees and expenses as necessary, based on actual time and charges at normal billing rates plus applicable taxes. All draws are subject to final taxation by the Court.

Amounts stated with respect to professional fees in this Proposal or any documents relating to it including the reports of the Trustee and the Statement of Estimated Realization, are estimates only, and will not restrict the Trustee or the Trustee's legal counsel from invoicing, taxing, and being paid all of their reasonable fees and charges based upon actual time at normal billable rates.

15. BDO CANADA LIMITED

BDO Canada Limited shall be the Trustee under this Proposal and upon issuance of all payments and promissory notes provided for in this Proposal, the Trustee shall be entitled to be discharged from its obligations under the terms of this Proposal. The Trustee is acting in its capacity as Trustee under this Proposal and not in its personal capacity and shall not be responsible or liable for any obligations of the Company or Backer.

Dated at St. Catherine's, Ontario this 18th day of July, 2014.

EBERSOLE EXCAVATING INC.
Per:

Darrell W. Ebersole
Authorized signing officer

Witness

D & S RAILWAY CONSTRUCTION INC.
Per:

Darrell W. Ebersole
Authorized signing officer

Witness

Court No. 32-1883424

Estate No. 32-1883424

IN THE MATTER OF THE PROPOSAL OF
EBERSOLE EXCAVATING INC.
OF THE TOWN OF STEVENSVILLE,
IN THE REGIONAL MUNICIPALITY OF NIAGARA,
IN THE PROVINCE OF ONTARIO.

ORDER APPROVING PROPOSAL (SEC. 60 (5))

BDO Canada Limited / BDO Canada Limitée -
Trustee
1 City Centre Drive Suite 1040
Mississauga ON L5B 1M2
Phone: (905) 615-8787 Fax: (905) 615-1333

L

This is Exhibit **L** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

TRISURA

Trisura Guarantee Insurance Company
Bay Adelaide Centre
333 Bay Street, Suite 1610, Box 22
Toronto, Ontario, M5H 2R2
Phone: (416) 214-2555
Fax: (416) 214-9597

Direct: (416) 607-2165
Email: stuart.detsky@trisura.com

VIA REGISTERED MAIL

June 30, 2014

D&S Railway Construction Inc.
2194 East Avenue
Stevensville, ON
L0S 1S0

Darrell Ebersole (via email : darrell.ebersole@bellnet.ca)
2194 East Avenue
Stevensville, ON
L0S 1S0

Sandra Ebersole
2194 East Avenue
Stevensville, ON
L0S 1S0

RE:	Principal:	Ebersole Excavating Inc. ("Ebersole")
	Obligee:	Regional Municipality of Niagara ("Niagara")
	Project:	Humberston Landfill Site, Landfill Gas Collection and Control Systems (the "Project")
	Bond No.:	TCS0021331 (the "Bond")

To Whom It May Concern,

As you are likely aware, Ebersole has filed Notice of Intention to File a Proposal pursuant to the *Bankruptcy and Insolvency Act*. Trisura has received several notices of claim from payment bond claimants with respect to the Project and expects to receive a claim from Niagara pursuant to the performance bond for the Project.

Please be advised that pursuant to an Indemnity Agreement dated March 4, 2008, you as indemnitors (the "Indemnitors") agreed, amongst other things, to:

"indemnify and keep indemnified the Surety, against any and all losses, charges, expenses, costs, claims, demands and liabilities (hereinafter called "Indemnity Losses") of whatsoever kind of nature (including, but not limited to, the fees and disbursements of adjusters, consultants and counsel and the establishment or increase of a reserve to cover any possible Indemnity Loss)

which the Surety may sustain or incur: (a) by reason of having executed or procured the execution of any Bond(s) (or an allegations that the Surety should have done so); or (b) by reason of the failure of the Indemnitors to perform or comply with this Agreement or any Bonding Facility; or (c) in enforcing any of the covenants and conditions hereof."

Based on amounts we have incurred to date and on the reserves we have established based on our best estimate of potential losses at this time, Trisura has incurred Indemnity Losses and set reserves totaling $403,000. Trisura therefore requests that you immediately, and no later than July 13, 2014, deposit with Trisura cash or collateral in the amount of $403,000, in accordance with the terms and conditions of the Indemnity Agreement. If Trisura incurs Indemnity Losses of greater than $403,000 it will be making a further request.

Please note that Trisura will be looking to the Indemnitors for full reimbursement of any and all Indemnity Losses that it incurs. Trisura reserves all of its rights and entitlements pursuant to the Bond, the Indemnity Agreement, at law and in equity.

Yours truly,

Stuart Detsky
AVP Surety & Warranty Claims

cc:

Chris Kucman	Trisura Guarantee	Via E-Mail
Andrew Cartwright	Trisura Guarantee	Via E-Mail

M

This is Exhibit **M** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
Roger Jaipargas

Andrew Hodhod
T 416.367.6290
F 416.361.2799
ahodhod@blg.com

Borden Ladner Gervais LLP
Scotia Plaza, 40 King St W
Toronto, ON, Canada M5H 3Y4
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

November 19, 2014

Delivered by Personal Service, Courier and Registered Mail

Ebersole Excavating Inc.
2194 East Avenue
Stevensville, Ontario
L0S 1S0

Re: The Indebtedness of Ebersole Excavating Inc. ("Ebersole") to Trisura Guarantee Insurance Company ("Trisura")

We are the lawyers for Trisura.

We refer to certain performance and labour and material bonds (collectively, the "**Bonds**") issued by Trisura whereby the principals under the Bonds are Ebersole and D & S Railway Construction Inc. ("**D&S**"). Pursuant to an Indemnity Agreement dated March 4, 2008 (the "**Indemnity Agreement**") in favour of Trisura by Ebersole, D&S, Darrell Ebersole and Sandra Ebersole (collectively, the "**Indemnitors**"), the Indemnitors have agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims, demands and liabilities of whatsoever kind or nature which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds. Further, as security for the payment and performance of the obligations under the Indemnity Agreement, Ebersole granted a security interest in its assets to Trisura.

Events of default have occurred under the Indemnity Agreement, including but not limited to the following:

(a) Pursuant to section 15(d)(i) of the Indemnity Agreement, numerous covenants and agreements contained within the Indemnity Agreement have been breached;

(b) Pursuant to section 15(d)(ii) of the Indemnity Agreement, the principals are unable to perform various Bonded Contracts (as such term is defined in the Indemnity Agreement) and various liabilities under the Bonds;

(c) Pursuant to section 15(d)(iii) of the Indemnity Agreement, the principals have failed or are unable to pay bills and other indebtedness incurred in, or in connection with, the performance of various Bonded Contracts and Unbonded Contracts (as such terms are defined in the Indemnity Agreement); and

(d) Pursuant to section 15(d)(vii) of the Indemnity Agreement, circumstances which have arisen which, in the sole opinion of Trisura, may expose Trisura to loss, cost or expense, including but not limited to the filing of a writ of execution against D&S by Koppers Inc., as creditor, effective October 1, 2014.

Trisura previously demanded payment from the Indemnitors on June 30, 2014, which demand the Indemnitors have failed to respond to. According to Trisura's records, as of November 19, 2014, Ebersole is or will be indebted to Trisura in the approximate amount of $1,800,000, on account of the claim against the Performance Bond made by the Regional Municipality of Niagara and on account of claims made against the Payment Bond made by various parties, plus all additional losses, interest, fees, taxes, costs and expenses to which Trisura is entitled under the Indemnity Agreement with Ebersole (the "**Indebtedness**"). Pursuant to section 15(b) of the Indemnity Agreement, the Indebtedness is secured by certain security in favour of Trisura.

Trisura hereby demands the immediate payment by Ebersole of the Indebtedness in full. Payment of the Indebtedness is to be made to Trisura forthwith. If payment is not made forthwith, Trisura intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the security held by Trisura. In this regard, we enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act.*

Yours very truly

BORDEN LADNER GERVAIS LLP

Andrew Hodhod

Andrew Hodhod

Encl.

cc: Roger Jaipargas, *Borden Ladner Gervais LLP* (by Email)
James MacLellan, *Borden Ladner Gervais LLP* (by Email)
Client (by Email)

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Ebersole Excavating Inc., an insolvent person[1]
2194 East Avenue
Stevensville, Ontario
L0S 1S0

TAKE NOTICE THAT:

1. Trisura Guarantee Insurance Company ("**Trisura**"), a secured creditor of Ebersole Excavating Inc. (the "**Debtor**"), intends to enforce its security on the property of the Debtor described below:

   (a) all of the present and after-acquired undertaking, property and assets of the insolvent person.

2. The security that is to be enforced is in the form of:

   (a) an Indemnity Agreement in favour of Trisura dated March 4, 2008; and

   (b) such further and other security as may now or hereafter be held by Trisura.

3. The total amount of indebtedness secured by the security as of November 19, 2014 is the sum of approximately $1,800,000, plus all additional losses, interest, fees, taxes, costs and expenses to the date of payment.

4. Trisura will not have the right to enforce the security until after the expiry of the 10-day period after this Notice is sent, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 19th day of November, 2014.

TRISURA GUARANTEE INSURANCE COMPANY, by its Lawyers, Borden Ladner Gervais LLP

Per: Andrew Hodhod
Andrew Hodhod

[1] The term "insolvent person" is inserted in this form merely to comply with form 86 and Rule 124 of the *Bankruptcy and Insolvency Act*.

TO: TRISURA GUARANTEE INSURANCE COMPANY

Ebersole Excavating Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered on behalf of Trisura Guarantee Insurance Company and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at ______________________________ this ________day of ________________, 2014.

EBERSOLE EXCAVATING INC.

Per: __________________________________
Name:
Title:

I am authorized to bind the company.

TOR01: 5762772: v3

Andrew Hodhod
T 416.367.6290
F 416.361.2799
ahodhod@blg.com

Borden Ladner Gervais LLP
Scotia Plaza, 40 King St W
Toronto, ON, Canada M5H 3Y4
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

November 19, 2014

Delivered by Personal Service, Courier and Registered Mail

D & S Railway Construction Inc.
2194 East Avenue
Stevensville, Ontario
L0S 1S0

Re: The Indebtedness of D & S Railway Construction Inc. ("D&S") to Trisura Guarantee Insurance Company ("Trisura")

We are the lawyers for Trisura.

We refer to certain performance and labour and material bonds (collectively, the "**Bonds**") issued by Trisura whereby the principals under the Bonds are Ebersole Excavating Inc. ("**Ebersole**") and D&S. Pursuant to an Indemnity Agreement dated March 4, 2008 (the "**Indemnity Agreement**") in favour of Trisura by Ebersole, D&S, Darrell Ebersole and Sandra Ebersole (collectively, the "**Indemnitors**"), the Indemnitors agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims, demands and liabilities of whatsoever kind or nature which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds. Further, as security for the payment and performance of the obligations under the Indemnity Agreement, D&S granted a security interest in its assets to Trisura.

Events of default have occurred under the Indemnity Agreement, including but not limited to the following:

(a) Pursuant to section 15(d)(i) of the Indemnity Agreement, numerous covenants and agreements contained within the Indemnity Agreement have been breached;

(b) Pursuant to section 15(d)(ii) of the Indemnity Agreement, the principals are unable to perform various Bonded Contracts (as such term is defined in the Indemnity Agreement) and various liabilities under the Bonds;

(c) Pursuant to section 15(d)(iii) of the Indemnity Agreement, the principals have failed or are unable to pay bills and other indebtedness incurred in, or in connection with, the performance of various Bonded Contracts and Unbonded Contracts (as such terms are defined in the Indemnity Agreement); and

(d) Pursuant to section 15(d)(vii) of the Indemnity Agreement, circumstances which have arisen which, in the sole opinion of Trisura, may expose Trisura to loss, cost or expense, including but not limited to the filing of a writ of execution against D&S by Koppers Inc., as creditor, effective October 1, 2014.

Trisura previously demanded payment from the Indemnitors on June 30, 2014, which demand the Indemnitors have failed to respond to. According to Trisura's records, as of November 19, 2014, D&S is or will be indebted to Trisura in the approximate amount of $1,800,000, on account of the claim against the Performance Bond made by the Regional Municipality of Niagara and on account of claims made against the Payment Bond made by various parties, plus all additional losses, interest, fees, taxes, costs and expenses to which Trisura is entitled under the Indemnity Agreement with D&S (the "**Indebtedness**"). Pursuant to section 15(b) of the Indemnity Agreement, the Indebtedness is secured by certain security in favour of Trisura.

Trisura hereby demands the immediate payment by D&S of the Indebtedness in full. Payment of the Indebtedness is to be made to Trisura forthwith. If payment is not made forthwith, Trisura intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the security held by Trisura. In this regard, we enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act.*

Yours very truly

BORDEN LADNER GERVAIS LLP

Andrew Hodhod

Andrew Hodhod

Encl.

cc: Roger Jaipargas, *Borden Ladner Gervais LLP* (by Email)
James MacLellan, *Borden Ladner Gervais LLP* (by Email)
Client (by Email)

TOR01: 5762778: v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: D & S Railway Construction Inc., an insolvent person[1]
2194 East Avenue
Stevensville, Ontario
L0S 1S0

TAKE NOTICE THAT:

1. Trisura Guarantee Insurance Company (**"Trisura"**), a secured creditor of D & S Railway Construction Inc. (the **"Debtor"**), intends to enforce its security on the property of the Debtor described below:

    (a) all of the present and after-acquired undertaking, property and assets of the insolvent person.

2. The security that is to be enforced is in the form of:

    (a) an Indemnity Agreement in favour of Trisura dated March 4, 2008; and

    (b) such further and other security as may now or hereafter be held by Trisura.

3. The total amount of indebtedness secured by the security as of November 19, 2014 is the sum of approximately $1,800,000, plus all additional losses, interest, fees, taxes, costs and expenses to the date of payment.

4. Trisura will not have the right to enforce the security until after the expiry of the 10-day period after this Notice is sent, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 19th day of November, 2014.

TRISURA GUARANTEE INSURANCE COMPANY, by its Lawyers, Borden Ladner Gervais LLP

Per: Andrew Hodhod
Andrew Hodhod

[1] The term "insolvent person" is inserted in this form merely to comply with form 86 and Rule 124 of the *Bankruptcy and Insolvency Act*.

TO: TRISURA GUARANTEE INSURANCE COMPANY

D & S Railway Construction Inc. hereby acknowledges receipt of the Notice of Intention to Enforce Security delivered on behalf of Trisura Guarantee Insurance Company and hereby waives the time period provided therein and consents to the immediate enforcement of the security.

DATED at ______________________________ this ________day of ________________, 2014.

D & S RAILWAY CONSTRUCTION INC.

Per: ___________________________________
Name:
Title:

I am authorized to bind the company.

TOR01: 5762781: v2

Andrew Hodhod
T 416.367.6290
F 416.361.2799
ahodhod@blg.com

Borden Ladner Gervais LLP
Scotia Plaza, 40 King St W
Toronto, ON, Canada M5H 3Y4
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

November 19, 2014

Delivered by Personal Service, Courier and Registered Mail

Darrell Ebersole
2194 East Avenue
Stevensville, Ontario
L0S 1S0

Re: The Indebtedness of Darrell Ebersole ("Mr. Ebersole") to Trisura Guarantee Insurance Company ("Trisura")

We are the lawyers for Trisura.

We refer to certain performance and labour and material bonds (collectively, the "**Bonds**") issued by Trisura whereby the principals under the Bonds are Ebersole Excavating Inc. ("**Ebersole**") and D & S Railway Construction Inc. ("**D&S**"). Pursuant to an Indemnity Agreement dated March 4, 2008 (the "**Indemnity Agreement**") in favour of Trisura by Ebersole, D&S, Mr. Ebersole and Sandra Ebersole (collectively, the "**Indemnitors**"), the Indemnitors have agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims, demands and liabilities of whatsoever kind or nature which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds. Further, as security for the payment and performance of the obligations under the Indemnity Agreement, Mr. Ebersole granted a security interest in his assets to Trisura.

Events of default have occurred under the Indemnity Agreement, including but not limited to the following:

(a) Pursuant to section 15(d)(i) of the Indemnity Agreement, numerous covenants and agreements contained within the Indemnity Agreement have been breached;

(b) Pursuant to section 15(d)(ii) of the Indemnity Agreement, the principals are unable to perform various Bonded Contracts (as such term is defined in the Indemnity Agreement) and various liabilities under the Bonds;

(c) Pursuant to section 15(d)(iii) of the Indemnity Agreement, the principals have failed or are unable to pay bills and other indebtedness incurred in, or in connection with, the performance of various Bonded Contracts and Unbonded Contracts (as such terms are defined in the Indemnity Agreement); and

(d) Pursuant to section 15(d)(vii) of the Indemnity Agreement, circumstances which have arisen which, in the sole opinion of Trisura, may expose Trisura to loss, cost or expense, including but not limited to the filing of a writ of execution against D&S by Koppers Inc., as creditor, effective October 1, 2014.

Trisura previously demanded payment from the Indemnitors on June 30, 2014, which demand the Indemnitors have failed to respond to. According to Trisura's records, as of November 19, 2014, Mr. Ebersole is or will be indebted to Trisura in the approximate amount of $1,800,000, on account of the claim against the Performance Bond made by the Regional Municipality of Niagara and on account of claims made against the Payment Bond made by various parties, plus all additional losses, interest, fees, taxes, costs and expenses to which Trisura is entitled under the Indemnity Agreement with Mr. Ebersole (the "**Indebtedness**"). Pursuant to section 15(b) of the Indemnity Agreement, the Indebtedness is secured by certain security in favour of Trisura.

Trisura hereby demands the immediate payment by Mr. Ebersole of the Indebtedness in full. Payment of the Indebtedness is to be made to Trisura forthwith. If payment is not made forthwith, Trisura intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the security held by Trisura. In this regard, we enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly

BORDEN LADNER GERVAIS LLP

Andrew Hodhod

Andrew Hodhod

Encl.

cc: Roger Jaipargas, *Borden Ladner Gervais LLP* (by Email)
James MacLellan, *Borden Ladner Gervais LLP* (by Email)
Client (by Email)

TOR01: 5762779: v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Darrell Ebersole, an insolvent person[1]
2194 East Avenue
Stevensville, Ontario
L0S 1S0

TAKE NOTICE THAT:

1. Trisura Guarantee Insurance Company ("**Trisura**"), a secured creditor of Darrell Ebersole (the "**Debtor**"), intends to enforce its security on the property of the Debtor described below:

   (a) all of the present and after-acquired undertaking, property and assets of the insolvent person.

2. The security that is to be enforced is in the form of:

   (a) an Indemnity Agreement in favour of Trisura dated March 4, 2008; and

   (b) such further and other security as may now or hereafter be held by Trisura.

3. The total amount of indebtedness secured by the security as of November 19, 2014 is the sum of approximately $1,800,000, plus all additional losses, interest, fees, taxes, costs and expenses to the date of payment.

4. Trisura will not have the right to enforce the security until after the expiry of the 10-day period after this Notice is sent, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 19th day of November, 2014.

TRISURA GUARANTEE INSURANCE COMPANY, by its Lawyers, Borden Ladner Gervais LLP

Per: Andrew Hodhod
Andrew Hodhod

---

[1] The term "insolvent person" is inserted in this form merely to comply with form 86 and Rule 124 of the *Bankruptcy and Insolvency Act*.

TO: TRISURA GUARANTEE INSURANCE COMPANY

I hereby acknowledge receipt of the Notice of Intention to Enforce Security delivered on behalf of Trisura Guarantee Insurance Company and hereby waive the time period provided therein and consent to the immediate enforcement of the security.

DATED at ______________________________ this ________day of ________________, 2014.

WITNESS **DARRELL EBERSOLE**

___________________________________ ___________________________________

Name:

TOR01: 5762782: v2

Andrew Hodhod
T 416.367.6290
F 416.361.2799
ahodhod@blg.com

Borden Ladner Gervais LLP
Scotia Plaza, 40 King St W
Toronto, ON, Canada M5H 3Y4
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

November 19, 2014

Delivered by Personal Service, Courier and Registered Mail

Sandra Ebersole
2194 East Avenue
Stevensville, Ontario
L0S 1S0

Re: The Indebtedness of Sandra Ebersole ("Ms. Ebersole") to Trisura Guarantee Insurance Company ("Trisura")

We are the lawyers for Trisura.

We refer to certain performance and labour and material bonds (collectively, the "**Bonds**") issued by Trisura whereby the principals under the Bonds are Ebersole Excavating Inc. ("**Ebersole**") and D & S Railway Construction Inc. ("**D&S**"). Pursuant to an Indemnity Agreement dated March 4, 2008 (the "**Indemnity Agreement**") in favour of Trisura by Ebersole, D&S, Darrell Ebersole and Ms. Ebersole (collectively, the "**Indemnitors**"), the Indemnitors have agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims, demands and liabilities of whatsoever kind or nature which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds. Further, as security for the payment and performance of the obligations under the Indemnity Agreement, Ms. Ebersole granted a security interest in her assets to Trisura.

Events of default have occurred under the Indemnity Agreement, including but not limited to the following:

(a) Pursuant to section 15(d)(i) of the Indemnity Agreement, numerous covenants and agreements contained within the Indemnity Agreement have been breached;

(b) Pursuant to section 15(d)(ii) of the Indemnity Agreement, the principals are unable to perform various Bonded Contracts (as such term is defined in the Indemnity Agreement) and various liabilities under the Bonds;

(c) Pursuant to section 15(d)(iii) of the Indemnity Agreement, the principals have failed or are unable to pay bills and other indebtedness incurred in, or in connection with, the performance of various Bonded Contracts and Unbonded Contracts (as such terms are defined in the Indemnity Agreement); and

(d) Pursuant to section 15(d)(vii) of the Indemnity Agreement, circumstances which have arisen which, in the sole opinion of Trisura, may expose Trisura to loss, cost or expense, including but not limited to the filing of a writ of execution against D&S by Koppers Inc., as creditor, effective October 1, 2014.

Trisura previously demanded payment from the Indemnitors on June 30, 2014, which demand the Indemnitors have failed to respond to. According to Trisura's records, as of November 19, 2014, Ms. Ebersole is or will be indebted to Trisura in the approximate amount of $1,800,000, on account of the claim against the Performance Bond made by the Regional Municipality of Niagara and on account of claims made against the Payment Bond made by various parties, plus all additional losses, interest, fees, taxes, costs and expenses to which Trisura is entitled under the Indemnity Agreement with Ms. Ebersole (the "**Indebtedness**"). Pursuant to section 15(b) of the Indemnity Agreement, the Indebtedness is secured by certain security in favour of Trisura.

Trisura hereby demands the immediate payment by Ms. Ebersole of the Indebtedness in full. Payment of the Indebtedness is to be made to Trisura forthwith. If payment is not made forthwith, Trisura intends to take such steps as are necessary or appropriate to obtain payment thereof, including, without limitation, the enforcement of the security held by Trisura. In this regard, we enclose herewith a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

Yours very truly

BORDEN LADNER GERVAIS LLP

Andrew Hodhod

Andrew Hodhod

Encl.

cc: Roger Jaipargas, *Borden Ladner Gervais LLP* (by Email)
James MacLellan, *Borden Ladner Gervais LLP* (by Email)
Client (by Email)

TOR01: 5762780: v3

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: Sandra Ebersole, an insolvent person[1]
2194 East Avenue
Stevensville, Ontario
L0S 1S0

TAKE NOTICE THAT:

1. Trisura Guarantee Insurance Company ("**Trisura**"), a secured creditor of Sandra Ebersole (the "**Debtor**"), intends to enforce its security on the property of the Debtor described below:

   (a) all of the present and after-acquired undertaking, property and assets of the insolvent person.

2. The security that is to be enforced is in the form of:

   (a) an Indemnity Agreement in favour of Trisura dated March 4, 2008; and

   (b) such further and other security as may now or hereafter be held by Trisura.

3. The total amount of indebtedness secured by the security as of November 19, 2014 is the sum of approximately $1,800,000, plus all additional losses, interest, fees, taxes, costs and expenses to the date of payment.

4. Trisura will not have the right to enforce the security until after the expiry of the 10-day period after this Notice is sent, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 19th day of November, 2014.

TRISURA GUARANTEE INSURANCE COMPANY, by its Lawyers, Borden Ladner Gervais LLP

Per: Andrew Hodhod
Andrew Hodhod

---

[1] The term "insolvent person" is inserted in this form merely to comply with form 86 and Rule 124 of the *Bankruptcy and Insolvency Act*.

TO: TRISURA GUARANTEE INSURANCE COMPANY

I hereby acknowledge receipt of the Notice of Intention to Enforce Security delivered on behalf of Trisura Guarantee Insurance Company and hereby waive the time period provided therein and consent to the immediate enforcement of the security.

DATED at ______________________________ this ________ day of ________________, 2014.

WITNESS	**SANDRA EBERSOLE**
______________________________	______________________________
Name:	

TOR01: 5762784: v2

N

This is Exhibit **N** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIDANEY

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.

FILE CURRENCY : 17NOV 2014

ENQUIRY NUMBER 20141118124205.99 CONTAINS 26 PAGE(S), 8 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BORDEN LADNER GERVAIS LLP - BOX 15

ON

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 696052467

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20140512 1147 1590 2177	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO. 001162627
04 ADDRESS: 2194 EAST AVE. STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME:
ONTARIO CORPORATION NO.
07 ADDRESS:

08 SECURED PARTY / LIEN CLAIMANT: SANDRA EBERSOLE AND DARREL EBERSOLE, ON JOINT ACCOUNT
09 ADDRESS: 2194 EAST AVE., STEVENSVILLE ON L0S 1S0

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X	X	X	X	X	X	2538317			X

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: GENERAL SECURITY AGREEMENT DATED APRIL 25, 2008
14
15

16 REGISTERING AGENT: GERALD RUCH AW OFFICE
17 ADDRESS: 43 JARVIS STREET P.O.BOX 8 FORT ERIE ON L2A 5M6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 694675368

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		002		20140326 1003 1462 0932	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				X

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: INVENTORY
14 EQUIPMENT
15 ACCOUNTS

16 REGISTERING AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694675368

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20140326 1003 1462 0932	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION: MOTOR VEHICLES INCLUDED
14 OTHER
15

16 REGISTERING AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		001		20141117 1559 1862 5180	

21 RECORD REFERENCED — FILE NUMBER 694675368

22 PAGE AMENDED — NO SPECIFIC PAGE AMENDED: X — CHANGE REQUIRED: A AMENDMENT — RENEWAL YEARS — CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME — INITIAL — SURNAME
24 BUSINESS NAME — EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/ TO REMOVE REFERENCE TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON
27 DESCRIPTION LINES 13-15 OF REGISTRATION NO. 20140326 1003 1462 0932
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 692708355

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20131219 1134 1793 1126	P PPSA	2

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO. 1162627
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

05 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 | FIRST GIVEN NAME: DARRELL | INITIAL: W | SURNAME: EBERSOLE
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

08 SECURED PARTY / LIEN CLAIMANT: CURTIS GAIL DEVELOPMENT CORPORATION
09 ADDRESS: 4490 MONTROSE ROAD NIAGARA FALLS ON L2H1K2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	200000	18DEC2015		

11 MOTOR VEHICLE — YEAR: 1999 | MAKE: WESTERN STAR | MODEL: 4964S | V.I.N.: 2WLPCCCJ6XK957119
12

13 GENERAL COLLATERAL DESCRIPTION: CHATTEL MORTGAGE
14
15

16 REGISTERING AGENT: BRODERICK & PARTNERS LLP (MAD)
17 ADDRESS: 4625 ONTARIO AVENUE, P.O. 897 NIAGARA FALLS ON L2E6V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124205.99

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER: 677183841

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20120329 1454 1530 4693	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: ALLY CREDIT CANADA LIMITED
09 ADDRESS: P.O. BOX 5000, STATION D ETOBICOKE ON M9A 5E3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X	X	42870			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2012	JEEP	GRAND CHEROKEE	1C4RJFCG0CC249675
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS: SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124205.99

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20120330 1453 1530 5763	

21 RECORD REFERENCED FILE NUMBER 677183841

PAGE AMENDED / NO SPECIFIC PAGE AMENDED / CHANGE REQUIRED / RENEWAL YEARS / CORRECT PERIOD
22 NO SPECIFIC PAGE AMENDED: X; CHANGE REQUIRED: A AMENDMENT

FIRST GIVEN NAME / INITIAL / SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/ TO REVISE PRINCIPAL AMOUNT SECURED TO $41,582.00
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X	X	41582			X

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR D+H LIMITED PARTNERSHIP
17 SECURED PARTY/ ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124205.99

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20141117 1949 1531 7411	

21 RECORD REFERENCED FILE NUMBER 677183841

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	C DISCHARGE		

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME / INITIAL / SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR D+H LIMITED PARTNERSHIP
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2ls 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER 676840581

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20120314 1913 1532 7518	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL/BANQUE DE MONTREAL
09 ADDRESS: 2ND FLOOR, 234 SIMCOE ST. TORONTO ON M5T 1T4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X					

11 MOTOR VEHICLE — YEAR / MAKE / MODEL / V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: LF278 SCHEDULE ATTACHED
14
15

16 REGISTERING AGENT: CSRS
17 ADDRESS: 4126 NORLAND AVE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION NUMBER
01 20141103 1659 1862 4273

31 RECORD REFERENCED FILE NUMBER 676840581 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME MILLER THOMSON LLP (TV)
09/17 ADDRESS 255 QUEENS AVE, SUITE 2010 LONDON ON N6A 5R8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
658223901

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		004		20091215 1722 8077 8358	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: EBERSOLE EXCAVATING INCORPORATED
ONTARIO CORPORATION NO.
07 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0

08 SECURED PARTY / LIEN CLAIMANT: CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS: 5575 NORTH SERVICE ROAD, SUITE 600 BURLINGTON ON L7L 6M1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X	X				X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2008	CATERPILLAR	330DL	CAT0330DVMWP02693
12	VEHICLE				

13 GENERAL ONE (1) 2008 CATERPILLAR HYDRAULIC EXCAVATOR C/W PIN GRABBER
14 COLLATERAL COUPLER, 54 INCH BUCKET. MODEL 330DL S/N CAT0330DVMWP02693. ALL
15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING AGENT: REGISTRY = RECOVERY INC.
17 ADDRESS: 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
658223901

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		004		20091215 1722 8077 8358		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
04 ADDRESS — ONTARIO CORPORATION NO.

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
07 ADDRESS — ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11					
12					

13 GENERAL COLLATERAL DESCRIPTION ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL
14 PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING
15 WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
658223901

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		004		20091215 1722 8077 8358		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH
14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS GOODS,
15 SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
658223901

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		004		20091215 1722 8077 8358		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
04 ADDRESS — ONTARIO CORPORATION NO.

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
07 ADDRESS — ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL INTANGIBLES.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124205.99

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 20141031 1629 8077 6553

31 RECORD REFERENCED FILE NUMBER 658223901 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR EBERSOLE EXCAVATING INC. ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME REGISTRY = RECOVERY INC.
09/17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124205.99

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
620706141

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20051122 1701 8077 6370	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 | FIRST GIVEN NAME: DARRELL | INITIAL: W | SURNAME: EBERSOLE
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0

08 SECURED PARTY / LIEN CLAIMANT: CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS: 700 DORVAL DRIVE, SUITE 705 OAKVILLE ON L6K 3V3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X	X				X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2005	CATERPILLAR	330CL	CAT0330CLDKY03525
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: REGISTRY = RECOVERY INC.
17 ADDRESS: 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
620706141

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20051122 1701 8077 6370		

02 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 — FIRST GIVEN NAME: WAYNE — INITIAL: D — SURNAME: EBERSOLE
03 BUSINESS NAME
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE — ONTARIO CORPORATION NO. — ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: D & S RAILWAY CONSTRUCTION INC.
07 ADDRESS: 2194 EAST AVENUE STEVENSVILLE — ONTARIO CORPORATION NO. — ON L0S 1S0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20091208 1715 8077 7732	P PPSA

21 RECORD REFERENCED FILE NUMBER 620706141

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	3	

23 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20091218 1032 8077 8641	P PPSA

21 RECORD REFERENCED FILE NUMBER 620706141

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED B RENEWAL RENEWAL YEARS 3 CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 20141031 1629 8077 6552

31 RECORD REFERENCED FILE NUMBER 620706141 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR EBERSOLE EXCAVATING INC.
ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME REGISTRY = RECOVERY INC.
09/17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr|3fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
823322007

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01		001		19960709 1345 1654 3178	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL, JARVIS ST TR 3971
09 ADDRESS: 61 JARVIS ST FORT ERIE ON L2A 5M6

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

11 MOTOR VEHICLE — YEAR MAKE — MODEL — V.I.N.
12

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: BANK OF MONTREAL, COMMERCIAL LENDING
17 ADDRESS: 865 HARRINGTON COURT BURLINGTON ON L7N 3P3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	001		20010608 1750 1531 8998	

21 RECORD REFERENCED — FILE NUMBER 823322007

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	10	

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME — INITIAL — SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr|2ls 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20110428 1948 1531 0247	

21 RECORD REFERENCED FILE NUMBER 823322007

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED X | CHANGE REQUIRED B RENEWAL | RENEWAL YEARS 5 | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ 05 DEBTOR/ TRANSFEREE — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/ 06 BUSINESS NAME | ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

			REGISTRATION NUMBER				
01			20141103 1700 1862 4274				
31	RECORD REFERENCED	FILE NUMBER	823322007	CHANGE REQUIRED	C DISCHARGE	RENEWAL YEARS	
32	INDIVIDUAL DEBTOR						
33	BUSINESS DEBTOR		EBERSOLE EXCAVATING INC.			ONTARIO CORPORATION NO.	
	SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT						
08/16		NAME	MILLER THOMSON LLP (TV)				
09/17		ADDRESS	255 QUEENS AVE, SUITE 2010	LONDON		ON	N6A 5R8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124205.99

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : EBERSOLE EXCAVATING INC.
FILE CURRENCY : 17NOV 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
696052467	20140512 1147 1590 2177			
694675368	20140326 1003 1462 0932	20141117 1559 1862 5180		
692708355	20131219 1134 1793 1126			
677183841	20120329 1454 1530 4693	20120330 1453 1530 5763	20141117 1949 1531 7411	
676840581	20120314 1913 1532 7518	20141103 1659 1862 4273		
658223901	20091215 1722 8077 8358	20141031 1629 8077 6553		
620706141	20051122 1701 8077 6370	20091208 1715 8077 7732	20091218 1032 8077 8641	20141031 1629 8077 6552
823322007	19960709 1345 1654 3178	20010608 1750 1531 8998	20110428 1948 1531 0247	20141103 1700 1862 4274

19 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.

FILE CURRENCY : 17NOV 2014

ENQUIRY NUMBER 20141118124229.95 CONTAINS 19 PAGE(S), 6 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

BORDEN LADNER GERVAIS LLP - BOX 15

ON

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

CONTINUED... 2

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694675377

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		002		20140326 1003 1462 0933	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				X

11 MOTOR — YEAR / MAKE / MODEL / V.I.N.
12 VEHICLE

13 GENERAL INVENTORY
14 COLLATERAL EQUIPMENT
15 DESCRIPTION ACCOUNTS

16 REGISTERING AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694675377

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20140326 1003 1462 0933	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS
05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS — INVENTORY — EQUIPMENT — ACCOUNTS — OTHER — MOTOR VEHICLE INCLUDED — AMOUNT — DATE OF MATURITY — OR — NO FIXED MATURITY DATE
10

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL OTHER
14 COLLATERAL MOTOR VEHICLES INCLUDED
15 DESCRIPTION

16 REGISTERING AGENT TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	001		20141117 1559 1862 5181	

21 RECORD REFERENCED FILE NUMBER 694675377

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22 | X | A AMENDMENT | |

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME
24 BUSINESS NAME D & S RAILWAY CONSTRUCTION INC.

25 OTHER CHANGE
26 REASON/ TO REMOVE REFERENCE TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON
27 DESCRIPTION LINES 13-15 OF REGISTRATION NO. 20140326 1003 1462 0933
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)
17 SECURED PARTY/ ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
678256794

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	001		20120509 1455 1530 1222	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME:
ONTARIO CORPORATION NO.
07 ADDRESS:

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL/BANQUE DE MONTREAL
09 ADDRESS: 2ND FLOOR, 234 SIMCOE ST. TORONTO ON M5T 1T4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X		X					

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL COLLATERAL DESCRIPTION: LF278 - CHATTEL MORTGAGE
14 JACKSON TAMPER ST-629 MODEL 6700S S/N#152959
15

16 REGISTERING AGENT: D+H LIMITED PARTNERSHIP
17 ADDRESS: SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION NUMBER
01 20141103 1702 1862 4278

31 RECORD REFERENCED FILE NUMBER 678256794 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME MILLER THOMSON LLP (TV)
09/17 ADDRESS 255 QUEENS AVE, SUITE 2010 LONDON ON N6A 5R8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
630011763

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20061024 1451 1530 6141	P PPSA	15

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: MAIN OFFICE, 50 BAY STREET S HAMILTON ON L8P 4V9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11					
12					

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 20141103 1702 1862 4279

31 RECORD REFERENCED FILE NUMBER 630011763 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME MILLER THOMSON LLP (TV)
09/17 ADDRESS 255 QUEENS AVE, SUITE 2010 LONDON ON N6A 5R8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER 623780658

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20060329 1453 1530 4152	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: D & S RAILWAY CONSTRUCTION INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE FORT ERIE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: MAIN OFFICE, 50 BAY STREET S HAMILTON ON L8P 4V9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X				

11 MOTOR VEHICLE — YEAR / MAKE / MODEL / V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: MODEL 2400 UTILITY TAMPER, LIGHT REFERENCE (SURFACING & LINING) RAIL
14 LIFTING TRAVEL FOOT PEDAL, AMBER STROBE BEACON, CAB INSTALLATION
15 SPARE PARTS, CAB LIGHTING AIR CONDITIONER AND WEST COAST MIRRORS

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
623780658

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02		002		20060329 1453 1530 4152		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS — INVENTORY — EQUIPMENT — ACCOUNTS — OTHER — MOTOR VEHICLE INCLUDED — AMOUNT — DATE OF MATURITY — OR — NO FIXED MATURITY DATE

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION MACHINE SIN 153366
14
15

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 20141103 1701 1862 4275

31 RECORD REFERENCED FILE NUMBER 623780658 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR D & S RAILWAY CONSTRUCTION INC.

ONTARIO CORPORATION NO

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME MILLER THOMSON LLP (TV)
09/17 ADDRESS 255 QUEENS AVE, SUITE 2010 LONDON ON N6A 5R8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
623780667

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20060329 1453 1530 4153	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVENUE FORT ERIE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: MAIN OFFICE, 50 BAY STREET S HAMILTON ON L8P 4V9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

11 MOTOR VEHICLE — YEAR | MAKE | MODEL | V.I.N.
12

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124229.95

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION NUMBER
01 20141103 1701 1862 4276

31 RECORD REFERENCED FILE NUMBER 623780667 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR D & S RAILWAY CONSTRUCTION INC.
ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME MILLER THOMSON LLP (TV)
09/17 ADDRESS 255 QUEENS AVE, SUITE 2010 LONDON ON N6A 5R8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER 620706141

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20051122 1701 8077 6370	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC.
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ONTARIO CORPORATION NO. ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 FIRST GIVEN NAME: DARRELL INITIAL: W SURNAME: EBERSOLE
06 BUSINESS NAME
07 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ONTARIO CORPORATION NO. ON L0S 1S0

08 SECURED PARTY / LIEN CLAIMANT: CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS: 700 DORVAL DRIVE, SUITE 705 OAKVILLE ON L6K 3V3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X	X				X

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE	2005	CATERPILLAR	330CL	CAT0330CLDKY03525

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: REGISTRY = RECOVERY INC.
17 ADDRESS: 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
620706141

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20051122 1701 8077 6370		

02 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 — FIRST GIVEN NAME: WAYNE — INITIAL: D — SURNAME: EBERSOLE
03 BUSINESS NAME
04 ADDRESS 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0 — ONTARIO CORPORATION NO.

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME D & S RAILWAY CONSTRUCTION INC.
07 ADDRESS 2194 EAST AVENUE STEVENSVILLE ON L0S 1S0 — ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20091208 1715 8077 7732	P PPSA

21 RECORD REFERENCED — FILE NUMBER 620706141

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	3	

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME / INITIAL / SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20091218 1032 8077 8641	P PPSA

21 RECORD REFERENCED FILE NUMBER 620706141

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	3	

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME — INITIAL — SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11					
12					

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124229.95

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(4756)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01			REGISTRATION NUMBER 20141031 1629 8077 6552			
31	RECORD REFERENCED	FILE NUMBER 620706141	CHANGE REQUIRED	C DISCHARGE	RENEWAL YEARS	
32	INDIVIDUAL DEBTOR					
33	BUSINESS DEBTOR	EBERSOLE EXCAVATING INC.			ONTARIO CORPORATION NO.	
	SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT					
08/16	NAME	REGISTRY = RECOVERY INC.				
09/17	ADDRESS	1551 THE QUEENSWAY	TORONTO		ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : D & S RAILWAY CONSTRUCTION INC.
FILE CURRENCY : 17NOV 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
694675377	20140326 1003 1462 0933	20141117 1559 1862 5181		
678256794	20120509 1455 1530 1222	20141103 1702 1862 4278		
630011763	20061024 1451 1530 6141	20141103 1702 1862 4279		
623780658	20060329 1453 1530 4152	20141103 1701 1862 4275		
623780667	20060329 1453 1530 4153	20141103 1701 1862 4276		
620706141	20051122 1701 8077 6370	20091208 1715 8077 7732	20091218 1032 8077 8641	20141031 1629 8077 6552

14 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : FIRST GIVEN NAME : DARRELL
SURNAME : EBERSOLE

FILE CURRENCY : 17NOV 2014

ENQUIRY NUMBER 20141118124318.21 CONTAINS 14 PAGE(S), 4 FAMILY(IES).

BORDEN LADNER GERVAIS LLP - BOX 15

ON

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 694675386

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		002		20140326 1003 1462 0934	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH: — FIRST GIVEN NAME: DARREL — INITIAL: — SURNAME: EBERSOLE
03 BUSINESS NAME: — ONTARIO CORPORATION NO.:
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				X

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: INVENTORY
14 EQUIPMENT
15 ACCOUNTS

16 REGISTERING AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694675386

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	002		20140326 1003 1462 0934	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION — OTHER
14 MOTOR VEHICLES INCLUDED
15

16 REGISTERING AGENT — TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS — 333 BAY STREET SUITE 1610, BOX 22 — TORONTO — ON — M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124318.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20140326 1403 1462 1163	

21 RECORD REFERENCED — FILE NUMBER 694675386

PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED: A AMENDMENT — RENEWAL YEARS — CORRECT PERIOD

22

23 24 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME: DARREL — INITIAL — SURNAME: EBERSOLE — BUSINESS NAME

25 26 27 28 OTHER CHANGE REASON/ DESCRIPTION — AMENDING NAME OF INDIVIDUAL

02/ 05 03/ 06 DEBTOR/ TRANSFEREE — DATE OF BIRTH — FIRST GIVEN NAME: DARRELL — INITIAL — SURNAME: EBERSOLE — BUSINESS NAME — ONTARIO CORPORATION NO.

04/07 ADDRESS 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE				

13 14 15 GENERAL COLLATERAL DESCRIPTION

16 17 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — TRISURA GUARANTEE INSURANCE COMPANY
ADDRESS 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	002		20141117 1608 1862 5186	

21 RECORD REFERENCED — FILE NUMBER: 694675386

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED: X | CHANGE REQUIRED: A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME: DARRELL | INITIAL | SURNAME: EBERSOLE
24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TO AMEND THE NAME OF THE DEBTOR AND ADD THE DEBTOR'S DATE OF BIRTH
27 ON LINE 02/05 OF REGISTRATION NO. 20140326 1403 1462 1163, AND TO
28 REMOVE REFERENCE TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON

02/ DATE OF BIRTH: 23NOV1957 | FIRST GIVEN NAME: DARRELL | INITIAL: W | SURNAME: EBERSOLE
05 DEBTOR/ TRANSFEREE
03/ BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002		002		20141117 1608 1862 5186	

21 RECORD REFERENCED — FILE NUMBER 694675386

PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED — RENEWAL YEARS — CORRECT PERIOD

22

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME — INITIAL — SURNAME
24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ LINES 13-15 OF REGISTRATION NO. 20140326 1003 1462 0934
27 DESCRIPTION
28

02/ DEBTOR/ TRANSFEREE — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05
03/ BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 692708355

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	1		20131219 1134 1793 1126	P PPSA	2

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: EBERSOLE EXCAVATING INC. — ONTARIO CORPORATION NO: 1162627
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

05 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 | FIRST GIVEN NAME: DARRELL | INITIAL: W | SURNAME: EBERSOLE
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

08 SECURED PARTY / LIEN CLAIMANT: CURTIS GAIL DEVELOPMENT CORPORATION
09 ADDRESS: 4490 MONTROSE ROAD NIAGARA FALLS ON L2H1K2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	200000	18DEC2015		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE	1999	WESTERN STAR	4964S	2WLPCCCJ6XK957119

13 14 15 GENERAL COLLATERAL DESCRIPTION: CHATTEL MORTGAGE

16 REGISTERING AGENT: BRODERICK & PARTNERS LLP (MAD)
17 ADDRESS: 4625 ONTARIO AVENUE, P.O. 897 NIAGARA FALLS ON L2E6V6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124318.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 665481321

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20101028 1453 1530 6399	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH: 23NOV1957 — FIRST GIVEN NAME: DARRELL — INITIAL: W — SURNAME: EBERSOLE
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS: 2194 EAST AVE STEVENSVILLE ON L0S 1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: ALLY CREDIT CANADA LIMITED
09 ADDRESS: P.O. BOX 5000, STATION D ETOBICOKE ON M9A 5E3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X				X	X	55825			X

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11 12		2011	GMC	SIERRA	1GT221C89BZ152674

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: SUITE 200 - 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
620706141

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20051122 1701 8077 6370	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME							
03		BUSINESS NAME	EBERSOLE EXCAVATING INC.			ONTARIO CORPORATION NO.		
04		ADDRESS	2194 EAST AVENUE		STEVENSVILLE		ON	L0S 1S0
05	DEBTOR NAME	23NOV1957	DARRELL	W	EBERSOLE			
06		BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS	2194 EAST AVENUE		STEVENSVILLE		ON	L0S 1S0
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED					
09		ADDRESS	700 DORVAL DRIVE, SUITE 705		OAKVILLE		ON	L6K 3V3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X	X				X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2005	CATERPILLAR	330CL	CAT0330CLDKY03525
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT REGISTRY = RECOVERY INC.
17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN ** THIS REGISTRATION HAS BEEN DISCHARGED **

00 FILE NUMBER
620706141

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20051122 1701 8077 6370		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR NAME	23NOV1957	WAYNE	D	EBERSOLE		
03		BUSINESS NAME					ONTARIO CORPORATION NO.
04		ADDRESS	2194 EAST AVENUE			STEVENSVILLE	ON L0S 1S0
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
06		BUSINESS NAME	D & S RAILWAY CONSTRUCTION INC.				ONTARIO CORPORATION NO.
07		ADDRESS	2194 EAST AVENUE			STEVENSVILLE	ON L0S 1S0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11					
12					

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20091208 1715 8077 7732	P PPSA

21 RECORD REFERENCED — FILE NUMBER 620706141

22 PAGE AMENDED — NO SPECIFIC PAGE AMENDED — CHANGE REQUIRED: B RENEWAL — RENEWAL YEARS: 3 — CORRECT PERIOD

23 / 24 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME — INITIAL — SURNAME
BUSINESS NAME: EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ 05 DEBTOR/ — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03/ 06 TRANSFEREE — BUSINESS NAME — ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER
01		01		001		20091218 1032 8077 8641	P	PPSA

21 RECORD REFERENCED FILE NUMBER 620706141

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	3	

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME / INITIAL / SURNAME
24 BUSINESS NAME EBERSOLE EXCAVATING INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124318.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 20141031 1629 8077 6552

31 RECORD REFERENCED FILE NUMBER 620706141 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR EBERSOLE EXCAVATING INC. ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
08/16 NAME REGISTRY - RECOVERY INC.
09/17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj3fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124318.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : DARRELL;EBERSOLE
FILE CURRENCY : 17NOV 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
694675386	20140326 1003 1462 0934	20140326 1403 1462 1163	20141117 1608 1862 5186	
692708355	20131219 1134 1793 1126			
665481321	20101028 1453 1530 6399			
620706141	20051122 1701 8077 6370	20091208 1715 8077 7732	20091218 1032 8077 8641	20141031 1629 8077 6552

9 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124259.96

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC

SEARCH CONDUCTED ON : FIRST GIVEN NAME : SANDRA
SURNAME : EBERSOLE

FILE CURRENCY : 17NOV 2014

ENQUIRY NUMBER 20141118124259.96 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

BORDEN LADNER GERVAIS LLP - BOX 15

ON

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SANDRA;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 694675395

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20140326 1003 1462 0935	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH: — FIRST GIVEN NAME: SANDRA — INITIAL: — SURNAME: EBERSOLE
03 BUSINESS NAME: — ONTARIO CORPORATION NO.:
04 ADDRESS: 2194 EAST AVENUE STEVENSVILLE ON L0S1S0

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				X

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: INVENTORY
14 EQUIPMENT
15 ACCOUNTS

16 REGISTERING AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS: 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124259.96

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SANDRA;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
694675395

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20140326 1003 1462 0935	P PPSA	10

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION OTHER
14 MOTOR VEHICLES INCLUDED
15

16 REGISTERING AGENT TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS 333 BAY STREET SUITE 1610, BOX 22 TORONTO ON M5H2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SANDRA;EBERSOLE
FILE CURRENCY : 17NOV 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	001		20141117 1607 1862 5183	

21 RECORD REFERENCED FILE NUMBER 694675395

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR	SANDRA		EBERSOLE

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ TO AMEND THE NAME OF THE DEBTOR ON LINE 02 AND TO REMOVE REFERENCE
27 DESCRIPTION TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON LINES 13-15 OF
28 REGISTRATION NO. 20140326 1003 1462 0935

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05 DEBTOR/ TRANSFEREE		SANDRA	L	EBERSOLE

03/ 06 BUSINESS NAME ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR 12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 40 KING STREET WEST, SUITE 4400 TORONTO ON M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)

Ontario

RUN NUMBER : 322
RUN DATE : 2014/11/18
ID : 20141118124259.96

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : INDIVIDUAL NON-SPECIFIC
SEARCH CONDUCTED ON : SANDRA;EBERSOLE
FILE CURRENCY : 17NOV 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
694675395	20140326 1003 1462 0935	20141117 1607 1862 5183		

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlj3 09/2013)

Ontario

O

This is Exhibit **O** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

____
A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Roger Jaipargas
T (416) 367-6266
F (416) 361-7067
rjaipargas@blg.com

Borden Ladner Gervais LLP
Scotia Plaza, 40 King Street W
Toronto, ON, Canada M5H 3Y4
T 416.367.6000
F 416.367.6749
blg.com

BLG
Borden Ladner Gervais

November 14, 2014

Delivered by Courier/Email/Fax (416) 242-5085

Maynards
75 International Blvd., Suite 102
Toronto, Ontario M9W 6L9

Attention: Mike McIntosh/Jim Hodder

AND TO

Delivered by Courier/Email/Fax (905) 338-8042

John MacDonald
JMA Accounting Professional Corporation
1300 Cornwall Road, Suite 201
Oakville, Ontario L6J 7W5

Attention: John MacDonald

Dear Sirs:

Re: Ebersole Excavating Inc. and D&S Railway Construction Inc.

We are the lawyers for Trisura Guarantee Insurance Company ("Trisura").

Trisura has issued certain performance and labour and material bonds (collectively, the "Bonds") whereby the principal under the Bonds is Ebersole Excavating Inc. ("Ebersole Excavating") and D&S Railway Construction Railway Inc. ("D&S"). Pursuant to an Indemnity Agreement dated March 4, 2008 each of Ebersole Excavating, D&S, Darrell Ebersole and Sandra Ebersole agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims and demands and liabilities (hereinafter called the "Indemnity Losses") of whatsoever nature or kind which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds.

As security for the obligations of the Indemnitors under the Indemnity Agreement, each of the Indemnitors granted a security interest to Trisura in certain property, including but not limited to, its equipment, machinery, plant, tools, supplies, inventory and materials. Accordingly, Trisura is a secured creditor of each of the Indemnitors. Trisura has made registrations against each of the Indemnitors pursuant to the provisions of the *Personal Property Security Act* (Ontario) ("PPSA").

In the summer of 2014, Trisura was advised by John MacDonald of JMA Accounting Professional Corporation, who has been acting as an advisor to one or more of the Indemnitors, that Ebersole Excavating and/or D&S were considering a possible sale of certain assets. However, at no time was Trisura ever advised that Ebersole Excavating and/or D&S had in fact concluded a transaction for the sale of certain assets to a third party. However, in the afternoon of November 12, 2014, Trisura learned that certain of the assets of Ebersole Excavating and D&S were sold to Maynards and that part of the proceeds of the sale were used to retire the obligations owing by each of Ebersole Excavating and D&S to Bank of Montreal. Needless to say this information came as a complete surprise to Trisura.

As a secured creditor of each of Ebersole Excavating and D&S, the security interest held by Trisura in the property of each of Ebersole Excavating and D&S (as provided for in the Indemnity Agreement) continues to attach to the property acquired by Maynards and a sale of such property by either Ebersole Excavating and/or D&S does not discharge Trisura's security pursuant to the provisions of the PPSA.

In addition, Ebersole Excavating filed a Notice of Intention to Make a Proposal ("NOI") pursuant to the provisions of the *Bankruptcy and Insolvency Act* (the "BIA") on June 19, 2014 and BDO Canada Limited was appointed as the proposal trustee under the NOI. Trisura understands that the proposal has now been accepted by the creditors and has been approved by the Court. Section 65.13 of the BIA provides that an insolvent person that has filed an NOI or a proposal under the BIA may not sell or otherwise dispose of assets outside of the ordinary course of business unless authorized to do so by the Court. I can only surmise that any sale of assets that was concluded with Maynards was done without compliance with the provisions of the BIA. Also, any sale of tangible personal property in Ontario must comply with the provisions of the *Bulk Sales Act* (the "BSA").

At this time, I am writing to advise you of the concerns of Trisura in light of this information that was recently discovered. As a secured creditor of the various Indemnitors, Trisura is entitled to a copy of the Asset Purchase Agreement (or any other relevant documentation pertaining to a transaction whereby Maynards acquired assets from any of the Indemnitors). In connection therewith, section 7 of the BSA provides that a creditor may demand particulars of a sale in bulk. Accordingly, I am requesting that you immediately provide the undersigned with particulars of the sale of assets that we understand has occurred to Maynards, as well as any documentation arising from same. We request that this information be provided to the undersigned by no later than the close of business on November 17, 2014.

As noted above, Trisura has had various discussions with Mr. MacDonald from time to time with respect to Ebersole Excavating and D&S. In fact, representatives from Trisura had a conference call with Mr. MacDonald as recently as the morning of November 13, 2014. Trisura has attempted to obtain information from Mr. MacDonald about Ebersole Excavating and D&S and he has been less than forthcoming about the status of matters. At no time prior to the conference call between representatives of Trisura and Mr. MacDonald of November 13, 2014 did Mr. MacDonald disclose to Trisura that a transaction with Maynards was being pursued, that the transaction with Maynards had in fact closed and that there was an auction scheduled for the assets that Maynards has purported to acquire. Mr. MacDonald did advise Trisura on the November 13, 2014 conference call that an auction was going to take place. Trisura has now independently confirmed that Maynards has a public auction scheduled for December 4, 2014 in respect of the sale of the equipment of Ebersole Excavating and D&S. I am therefore addressing this letter to Mr. MacDonald's attention as well and I would request that he provide the undersigned with the information and documentation I have requested herein from Maynards (which includes particulars of the sale to Maynards and a copy of the Asset Purchase Agreement or any other definitive documents that pertain to the transaction) by the close of business on November 17, 2014.

In addition, I am also requesting that Mr. MacDonald provide the undersigned with the following:

1) confirmation that beyond the sale of assets to Maynards, that there have been no other sale(s), dispositions or transfers of the Indemnitors property;

2) a detailed listing of all of the assets of the Indemnitors that was not purchased by Maynards;

3) an accounting of the use of the funds received from the Maynards transaction, as well as information on the surplus remaining and who is holding the surplus funds at this time; and

4) details with respect to any payments made by Ebersole Excavating and/or D&S (which is referred as the "Backer" in the Proposal filed by Ebersole Excavating dated July 18, 2014).

Trisura is currently reviewing this matter in light of the information that was only discovered in the afternoon of November 12, 2014. Accordingly, Trisura reserves the right to seek such urgent relief from the Court as it deems necessary or appropriate in the circumstances in order to protect the interests of Trisura.

I look forward to hearing from each of you by the close of business on November 17, 2014.

Yours very truly,

Roger Jaipargas

Cc – Client
James MacLellan (BLG)
Peter Naumis (BDO Canada Limited)

TOR01: 5761314: v4

P

This is Exhibit **P** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Jaipargas, Roger

From:	Jaipargas, Roger
Sent:	November-14-14 2:48 PM
To:	Naumis, Peter
Subject:	Ebersole Excavating Inc.
Attachments:	Letter to Maynards and JMA.pdf
Importance:	High

Hello Peter,

As you know, we are the lawyers for Trisura Guarantee Insurance Company ("Trisura").

Attached herewith is a letter dated November 14, 2014 that was delivered to each of Maynards and John MacDonald (the "BLG Letter"). As you will see from the BLG Letter, Trisura recently learned of a transaction whereby Ebersole Excavating Inc. ("Ebersole Excavating") and/or D&S Railway Construction Inc. ("D&S") sold certain of its assets and property to Maynards. Peter, as you may recall I had discussions with you on each of November 11 and 12, 2014 in order to obtain background and information on the Ebersole Excavating proposal proceedings wherein BDO Canada Limited ("BDO") is acting as proposal trustee as I only got involved in this matter this week. At that time, I understood from our discussions that it was your understanding that the obligations owing to Bank of Montreal ("BMO") were still outstanding. During both of our discussions of November 11 and 12, 2014, there was no mention of any sale of assets by Ebersole to Maynards. I presume that BDO was not aware of the sale of assets? Please confirm that BDO had no knowledge of the transaction with Maynards, nor was BDO aware of the repayment of the obligations of Ebersole Excavating and D&S to BMO when we spoke on November 11 and 12, 2014. I presume that if you were aware of either of these facts that you would have advised me of same.

I understand from our conference call of November 11, 2014 that Ebersole Excavating is no longer an operating business and it no longer has any employees. I further understand that the proposal that has been put forward to the creditors of Ebersole Excavating has been approved by the creditors and that on October 21, 2014 BDO obtained an order approving the proposal from Registrar Wiebe. You were kind enough to provide me with the copy of the order of Master Wiebe by way of an email dated November 12, 2014.

I find it curious that Ebersole Excavating is continuing with the proposal when the company is no longer operating. I would ask you to please provide me with a copy of any evidence that was filed with the Court in support of the order approving the proposal. I would also ask that you advise me as to what if any disclosure was made to either the creditor's or the Court in advance of the approval of the proposal as to the fact that the company would no longer be operating on a go forward basis. Also, can you please advise me of what, if any, information was specifically drawn to the attention of the creditors and/or the Court in connection with the release of claims against the Directors (and others) of the company pursuant to paragraph 9 of the proposal dated July 18, 2014, especially the provision that calls for the release of claims against Directors', Officer's, employees, agents of Ebersole Excavating in respect of claims for breach of trust.

Over the last few days Trisura has been gathering information as to what has transpired in the last few months with Ebersole Excavating. There are many concerns that our client has with what has transpired to date and it strikes us that there are many questions which remain unanswered, not the least of which is whether it is appropriate for this proposal to be implemented, having regard to the events to date and the current state of affairs of the company.

May I please hear from you on the matters set out herein by the close of business on November 17, 2014. I look forward to hearing from you. Many thanks.

Regards,

Roger

Borden Ladner Gervais

Roger Jaipargas
T 416-367-6266 | F 416-361-7067 | rjaipargas@blg.com
Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

Roger Jaipargas
T (416) 367-6266
F (416) 361-7067
rjaipargas@blg.com

Borden Ladner Gervais LLP
Scotia Plaza, 40 King Street W
Toronto, ON, Canada M5H 3Y4
T 416.367.6000
F 416.367.6749
blg.com

Borden Ladner Gervais

November 14, 2014

Delivered by Courier/Email/Fax (416) 242-5085

Maynards
75 International Blvd., Suite 102
Toronto, Ontario M9W 6L9

Attention: Mike McIntosh/Jim Hodder

AND TO

Delivered by Courier/Email/Fax (905) 338-8042

John MacDonald
JMA Accounting Professional Corporation
1300 Cornwall Road, Suite 201
Oakville, Ontario L6J 7W5

Attention: John MacDonald

Dear Sirs:

Re: Ebersole Excavating Inc. and D&S Railway Construction Inc.

We are the lawyers for Trisura Guarantee Insurance Company ("Trisura").

Trisura has issued certain performance and labour and material bonds (collectively, the "Bonds") whereby the principal under the Bonds is Ebersole Excavating Inc. ("Ebersole Excavating") and D&S Railway Construction Railway Inc. ("D&S"). Pursuant to an Indemnity Agreement dated March 4, 2008 each of Ebersole Excavating, D&S, Darrell Ebersole and Sandra Ebersole agreed to indemnify Trisura against any and all losses, charges, expenses, costs, claims and demands and liabilities (hereinafter called the "Indemnity Losses") of whatsoever nature or kind which Trisura may sustain or incur by reason of, *inter alia*, having executed or procured the execution of the Bonds.

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I look forward to hearing from each of you by the close of business on November 17, 2014.

Yours very truly,

Roger Jaipargas

Cc – Client
James MacLellan (BLG)
Peter Naumis (BDO Canada Limited)

TOR01: 5761314: v4

Q

This is Exhibit **Q** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits

Borden Ladner Gervais

Memorandum

Date: November 14, 2014

To:	File
From:	Roger Jaipargas
Client/Matter No:	019110/000097
Subject:	Voicemail Message from Mike McIntosh

Roger, its Mike McIntosh at Maynards Auctioneers responding to your letter here regarding D&S Rail. Obviously this is a complete surprise to us as well. I would like to get a better sense of what is owing to your client and those kinds of things. I've obviously forwarded this letter back to the people that we dealt with. I could share what we bought the equipment for and all those good things. I did not see Trisura's name when I looked at the PPSA, we saw the Bank and we saw Caterpillar. Anyway, I would like to discuss, my cell is the best way to reach me 647-828-8895, thanks.

TOR01: 5762508: v1

R

This is Exhibit **R** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

____
A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Splawski, Graham

From: Robert Fowler <robert@rrmergers.com>
Sent: October-31-14 3:21 PM
To: 'Geoffrey Visser'
Cc: jbm@jmagroup.ca; 'Mike McIntosh'; ebersole@bellnet.ca; 'Aaron Stewardson'
Subject: Wire Transfer

Geoff,

Per my conversation with John MacDonald and as per my visit with Aaron Stewardson, we will accept the wire transfer as sent to D & S Railway Construction Inc., Royal Bank.

Thank you.

All the best,

Robert

Robert Fowler, President

RR Mergers & Acquisitions

11 The Pines Court, Suite D
St. Louis, MO 63141
Tel: 314 878-1414 x227
Cell: 314 504-6320
Fax: 314 878-1418
E-mail: robert@rrmergers.com
www.rrmergers.com

North America's leading specialist in the sale of rail service and supplier companies

---

From: Geoffrey Visser [mailto:GVisser@maynards.com]
Sent: Friday, October 31, 2014 2:06 PM
To: Aaron Stewardson
Cc: robert@rrmergers.com; jbm@jmagroup.ca; Mike McIntosh; ebersole@bellnet.ca
Subject: RE: Wire Transfer
Importance: High

All,

The funds have just been transferred per the instructions we received in the latest version of the purchase contract. These funds have been directed to:

D&S Railway Construction Inc

Royal Bank Transit 01822
Account Number 1011444

Please advise if this is OK, otherwise we will need to request a recall on the transfer, which will take time and push the transfer back to Monday.

Geoff Visser
Senior Accountant

1837 Main Street | Vancouver, BC | Canada | V5T 3B8 | www.maynards.com
D 604.675.2222 F 604.876.2678 E gvisser@maynards.com

Maynards

From: Aaron Stewardson
Sent: Friday, October 31, 2014 12:03 PM
To: Geoffrey Visser
Subject: FW: Wire Transfer
Importance: High

From: Robert Fowler [mailto:robert@rrmergers.com]
Sent: October-31-14 11:29 AM
To: Aaron Stewardson
Cc: jbm@jmagroup.ca; Mike McIntosh; 'Ebersole Excavating'
Subject: Wire Transfer
Importance: High

Aaron,

Good to visit with you.... In regards to Maynards and D & S Railway Purchase and Sale Agreement, please see attached, the Wire Instructions.

Would you mind to please confirm with myself and John MacDonald, when you complete the wire transfer.

Thanks.

All the best,

Robert

Robert Fowler, President

RR Mergers & Acquisitions

11 The Pines Court, Suite D
St. Louis, MO 63141
Tel: 314 878-1414 x227
Cell: 314 504-6320
Fax: 314 878-1418
E-mail: robert@rrmergers.com
www.rrmergers.com

North America's leading specialist in the sale of rail service and supplier companies

---

From: jbm@jmagroup.ca [mailto:jbm@jmagroup.ca]
Sent: Thursday, October 30, 2014 10:26 AM
To: MMcIntosh@maynards.com
Cc: Robert Fowler; Ebersole Excavating; Casey Bruyns; Darrell Ebersole
Subject: Wire Transfer

To assist in the closing process, Sandy advised this morning that she preferred proceeds directed to our trust account so that we can deal with secured creditors by undertaking.

Please confirm these instructions with Sandy and advise us of next steps.

We understand there was some misunderstanding regarding the asset list inclusions. Please confirm with Sandy/Casey any changes to the listing resolved yesterday.

John MacDonald.

Sent from my BlackBerry 10 smartphone on the TELUS network.

PURCHASE AND SALE AGREEMENT

THIS agreement dated for reference the _____day of October 2014

MADE BETWEEN:

D&S Railway Construction Inc.

ATTENTION: Mr. Darrell Ebersole
Fax No. 905 382-0087

(hereinafter referred to as the "D&S")

OF THE FIRST PART

AND:

Maynards Industries Ltd., a corporation incorporated pursuant to the laws of British Columbia having an address of 1837 Main Street, Vancouver, BC V5T 3B8

ATTENTION: Mr. Mike McIntosh
Fax No. 604 – 876 - 2678

(hereinafter referred to as the "**Maynards**")

OF THE SECOND PART

WHEREAS:

A. D&S Railway Construction Inc. (D&S) has agreed to sell and Maynards Industries Ltd. (Maynards) has agreed to purchase the assets of D&S that are listed in Schedule A, (together the "**Assets**") in accordance with the terms hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties agree as follows:

1. PURCHASE AND SALE

1.1 The Preamble shall form part of this Agreement.

1.2 Maynards agrees to purchase and D&S agrees to sell the Assets in accordance with the terms and conditions of this Agreement.

2. PURCHASE PRICE

2.1 The total purchase price for the Assets (Schedule A listing attached) is $1,350,000.00 (the "**Purchase Price**").

2.2 Maynards shall pay the Purchase Price to D&S by wire transfer of immediately available funds:

Royal Bank of Canada
Lloyd D Jackson Square Branch
100 King St. W. Stelco Tower
Hamilton, Ontario
Transit #01822-003
Account #101-144-4

3. DELIVERY OF THE ASSETS

3.1 D&S agrees to deliver all Assets to its main location of Fort Erie/ Stevensville (Premise) location by close of business, October 29, 2014.

3.2 Maynards will be entitled to rent free, exclusive occupational use of the Premises, including main shop and offices, for 90 days from the signing of this agreement.

4. SALE PROCESS

4.1 Maynards will carry out all sales and other related activities in an orderly and professional manner. Maynards will be responsible for all the marketing and related auction expenses in connection with the sale of the Assets.

4.2 Maynards may sell the Assets in any matter the Purchaser, acting reasonably, deems fit, including without limitation by private or public sale and by liquidation or auction.

4.3 Maynards shall be responsible for the collection of all proceeds of sale and all applicable taxes, including all social services tax and goods and services tax. Maynards shall promptly pay to the applicable authority all taxes collected by Maynards and shall confirm any such payments to the Trustee. Maynards will not be responsible for the payment of any additional taxes service taxes above what was paid on the purchase price.

4.4 Maynards shall be permitted to use the name "D&S Railway Construction Inc." for promotional purposes, including in any advertisements and marketing materials, in relation to the sale of the Assets.

4.5 D&S will provide all ownerships and pertinent documents for the licensed Assets to itself or third parties, including auction purchasers, and such best efforts will include, immediately following execution of this Agreement, delivering to Maynards all pertinent documents relating to the Assets, including without limitation all documents of title, operating manuals, warranties and registrations.

4.6 At Maynards' expense, D&S acknowledges and agrees that Maynards shall be entitled to include with the sale of the Assets other equipment being sold by Maynards, and the D&S shall permit Maynards to store such equipment on or around the Premises.

4.7 D & S has a Letter of Engagement with RR Mergers & Acquisition, and is obligated to pay all fees to RR Mergers and Acquisitions in connection with the purchase and sale of the assets and Maynards has no such responsibility or obligation.

5. COVENANTS, WARRANTIES, ENCUMBRANCES, INSPECTIONS AND INQUIRIES

5.1 D&S covenants and undertakes that the Assets delivered to Maynards in accordance with this Agreement will be:

(i) in the same state or condition as they were when inspected by Maynards; and

(ii) free and clear of all liens, charges and other encumbrances.

5.2 D&S acknowledges that the sale of the Assets is made on an "as-is where is" basis, at its own risks and peril, without any legal or conventional warranty whatsoever.

5.3 Except as expressly set forth in this Agreement the Assets shall be sold by Maynards to third parties on an "as is, where is" basis without any representations or warranties whatsoever, whether expressed, implied, statutory or otherwise, and neither D&S nor Maynards shall make any representations or warranties to any third party purchasers with respect to the Assets or any of them.

6. COSTS OF PRESERVATION AND INSURANCE

6.1 Upon delivery of the Purchased Assets by the , Maynards will assume all risks related to the ownership, including, but not limited, to insurance coverage.

6.2 Maynards will not be responsible for the following costs, even if such are payable:

(i) lease payments to third parties under any leases of the Assets ;

(ii) any and all environmental costs, except as may be incurred as a result of the actions of Maynards with respect to the Assets during the Sale Period; and

(iii) any product warranties or liabilities.

6.3 Maynards will maintain insurance providing for coverage of not less than $5,000,000 per occurrence with respect to any liability which could arise from the Purchaser's sales activities, and shall provide evidence of the same to the Trustee upon the Trustee's request.

7. MISCELLANEOUS

7.1 Each of the Parties acknowledges and agrees that:

(a) it is duly authorized to enter into and be bound by the terms of this Agreement and to carry out the terms of this Agreement;

(b) it has consulted with and been advised by its own solicitors before entering into this Agreement, has read same and knows the contents thereof; and

(c) all the terms and conditions of this Agreement shall survive the closing of the transactions contemplated hereby.

7.2 If the doing of any act pursuant to this Agreement falls on a day on which D&S's offices in Stevensville, Ontario are not ordinarily open for business, then for the purposes of this Agreement such day shall be deemed not to be a business day and the time for the doing of such act shall be deemed to be the next day on which such office are open for business.

7.3 Any notice, request, instruction or other communication to be given hereunder by any Party to the other shall be in writing and effective when delivered either personally or telecopied to the addresses and/or fax numbers set forth at the beginning of this Agreement.

7.4 No waiver by either Party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.

7.5 This Agreement and the attached Schedules A and B constitute the entire Agreement between the Parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.

7.6 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the Parties hereto subsequent to the date hereof.

7.7 The Parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.

7.8 All stipulations in this Agreement as to time are strictly of the essence.

7.9 This Agreement shall be governed by the laws in effect in the Province of Ontario and the Parties hereby attorn to the jurisdiction of the Superior Court of Ontario.

7.10 This Agreement may be executed in counterparts by the Parties hereto, and executed counterparts may be delivered by facsimile or email and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.

7.11 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED at Stevensville, Ontario, this ____ day of October 2014.

Maynards Industries Ltd. by its authorized signatory:

Per: ______________________________
Authorized Signatory

____
Print Name and Title of Signatory

D&S Railway Construction Inc.

x ______________________________
Authorized Signatory

Darrell Ebersole President
Print Name and Title of Signatory

Sandy Ebersole
Secretary Treasurer

SCHEDULE A

....

D&S RAILWAY - SCHEDULE A

ITEM #	YEAR	MAKE	MODEL	TYPE	DESCRIPTION	SERIAL #
2	1993	Ford	E350		Cube Van	1FDKE30H4PHB68717
3	2003	Dodge	Ram			1D7KU28653J548761
4	2006	Peterbilt				1XPFPBEXX6D878848
5	1994	Dodge	Ram			1B7KF26C9R5590169
8	2001	Mack	CL713			1M2AD62C11M011078
9	1986	Ford	8000		Boom Truck	1FDYW80U8GVA40739
13	2003	International	9900I			2HSCHAPR03C074166
14	1997	Chevrolet	2500			1GCGK24R3VE133973
15	2007	Kenworth	T800		Tractor	1NKDXBTX17J988958
16	2007	Kenworth	T800		T/A dump	1XKDDBOX47J933309
20	2007	GMC	2500HD			1GTHK24U97E122813
21	2007	GMC	2500HD			1GTHK24UO7E176579
22	2003	GMC	2500HD			1GTHC24U03E348679
24	1996	Volvo			Autocar	4V5SCBJHOTR515726
25	2007	GMC	2500HD			1GTHK29D97E111853
28	1999	Western Star	Brant			2WLPCCCJ6XK957119
30	2000	Ford	F450			1FDXW475XYEC07078
31	2001	GMC	2500HD			1GT221C898Z152674
32	2001	GMC	2500HD			1GTHK291X1E2079939
33	2000	Ford	F350			1FTSW3IL8YEC49825
34	1985	International				1HTLAHEMXFHA25590
35	2000	Ford	F350			1FTSW31LXYEC49650
36	2007	Ford	E350		Van	
C3	1999	Case	9030B		Excavator	DAC0302775
C4	1986	Cat	215		Excavator	4HG01012

C7	1994	Champion	730a	Grader	24724
C12	2005	Cat	330DL	Excavator	OMWP02893
C14	2006	Cat	330DL	Excavator	MWP00805
D2	2001	Case	850H	Dozer	JJ0296146
F2	1988	Talbert	40T	Float	40FW0483XJ1007725
F3	1989	Trombone		Trailer	2H8P0452XKR007401
F4	2007	Paron		Float	2P9LB574571059594
F5	1991	CBL		Log Trailer	2C93SHBS3MT088676
F6	2008	Landscape		Trailer	5NHVCCV289N057953
F7	2001	Thruway		5 Axle	2T9FA48511011206
F8	2001	JC		Float	2J9B7VSCX2K001098
F9	2000	Aluim		5 Axle	2T9F144W8XA133069
F11	1991	Raglin		Hopper	2R9A4P3G1M1011881
L1	1998	Cat	928G	Loader	6XR00800
L2	2008	Cat	930H	Loader	DHC01005
B1	1996	Cat	416	Backhoe with Attachment	8ZK08804
B2	2003	Cat	420D	Backhoe with Attachment	BLN05422
B3	2005	Cat	420D	Backhoe with Attachment	BLN11960
B4	2006	Cat	420D	Backhoe with Attachment	BLN13355
B5	2006	Cat	420E	Backhoe with Attachment	KMW00200
DSB1	2003	Cat	420D	Backhoe with Attachment	BLN05448
DSB2	2008	Cat	420E	Backhoe with Attachment	KMW00200
	2006		420D	Quick Coupler	MC6CT12411
		Cat	215	Quick Coupler	
		Cat	330DL	72" Bucket, Ditching	Z1K15751
		Cat		Packer	CSG00467
				Assorted buckets	
		Cat	2500	Hoe Hammer	

		John Deere	6415		Tractor	
		John Deere	CX15		Wing Mower	
		Buhler			Snow Blower	204006810
	2010	Boss			10' Snow Plow	BC035370
	2010	Boss			10' Snow Plow	BC049958
	2009	Westem			10' Snow Plow	62302
	2001	Bateman			12' Snow Plow	CATIT416
	2001	Bateman			10' Snow Plow	
		Westem			Snow Plows	
		Fisher			7.5 Ft Snow Plow, Unit 20	
		Vboss			8.5 Ft Snow Plow, Unit 21	
		Artic			7.5 Ft Snow Plow, Unit 14	
					(4) 8Ft Sanders	
		Miller			(1) Electric Plasma Cutter	
		Lincoln			(1) Electric Mig Welder	
		Ingersoll-Rand	185		(1) Air Compressor	
		Craftsman			30" Snow Blower	
			T-30		(1) Hydroseeder	
R10	2006	larsco (Jacksor	2400		Tamper	153366
R20	1979	Nordco		Broom	Ballast Regulator	7916
R30		Pandrol & Jackson	-	6700	Tamper	
R40	???	Petitebone	441B		Speed Swing with Mag	

R50	1985	Geismer		Tie Inserter	85027-195
R60	2010	Geismer		Portable Skiker	
R70		Hyd		Rail Lifter	
R80		Teleweld		Rail Grinder	
R90		Matweld		Surface Grinder	
R100		Geismer		Gas Spike Puller	
R110		Geismer		Gas Spike Puller	
R120		Geismer		Gas Track Bolt Machine	
R130		Matweld		Puller & Tools Welding	
		Promac		Bush Hog Mower	
31,452.50		Serco	8000	(1) Log Loader Straight	
		Serco	8000	(1) Log Loader Fold Up	
		Gensco	6KV	Hyd Generators	
				(3) 28' Electric Mag	
			KMR632	(2) Rail Grapples	
		Cat	IT420	(6) Forks & Carriages	
			420	(1) Hyd Packer	
				(1) 8x20 Onsite Office Trailer	
				(1) 8x24 Onsite Office Trailer, 2 Rooms	
				(1) 10x30 Office Trailer	
				(1) 8x20 Storage Onsite Container	
				(1) 8x20 Storage Onsite Container	
				(1) Wacker Portable Light Tower	
				Misc Salt bins parts and misc	

S.B

S

This is Exhibit **S** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Miller Thomson
lawyers | avocats

MILLER THOMSON LLP
MILLERTHOMSON.COM

ONE LONDON PLACE + 255 QUEENS AVENUE, SUITE 2010
LONDON, ON + N6A 5R8 + CANADA

T 519.931.3500
F 519.858.8511

October 29, 2014

Tony Van Klink
Direct Line: 519.931.3509
tvanklink@millerthomson.com

File: 082754.0441

Sent via E-mail (ebersole@bellnet.ca)

Ebersole Excavating Inc./
D & S Railway Construction Inc.
2194 East Avenue
Stevensville, ON L0S 1S0

Attention: Darrell Ebersole and
Sandra Ebersole

Dear Sir/Madam:

Re: Payout of Credit Facilities of Ebersole Excavating Inc. and D & S Railway Construction Inc. (the "Borrowers") with Bank of Montreal (the "Bank")

We are the lawyers for the Bank.

We understand that the Borrowers wish to pay out their credit facilities with the Bank as described on Schedule "A" (the "Credit Facilities") on October 31, 2014 (the "Payout Date").

Attached as Schedule "B" is a payout statement including interest to the Payout Date (the "Payout Amount").

Attached to this letter is an acknowledgment (the "Acknowledgment") to be signed by the Borrowers regarding the cancellation of the Credit Facilities and the closure of the Borrowers accounts with the Bank as part of the payout process.

Upon payment of the Payout Amount on the Payout Date and the receipt by the Bank of the executed Acknowledgment, the security described on Schedule "C" will be discharged.

Payment of the Payout Amount may be made by depositing certified funds or a bank draft payable to Bank of Montreal at any branch of the Bank to the Special Accounts Management Unit suspense account (account number 0390 1105-209). Please have the person making the deposit include the notation "Ebersole/D & S payout – Attn: Siek". Please notify Mike Siek at the Bank (416.867.5667) and myself once the funds have been deposited so that they can be applied against the Credit Facilities. Payment must be made prior to 3:00 p.m. on the Payout Date.

The per diem rate of interest on the Credit Facilities is $92.12.

After the payout of the Credit Facilities is complete, the Borrowers' accounts will be closed and not available to the Borrowers thereafter.

Please do not hesitate to give me a call should you have any questions or concerns with the foregoing.

Yours truly,

Tony Van Klink
TVK/jl

Enclosures

c. Mike Siek

12572974.1

SCHEDULE "A"
(Credit Facilities)

D & S Rail Construction Inc.

1. demand loan, non-revolving under account number 0315 6999-926; and
2. small business loan under account number 0315 6008-774.

Ebersole Excavating Inc.

1. operating loan under account number 3971 1001-462; and
2. demand loan, non-revolving under account number 0315 6999-942.

MT

SCHEDULE "B"
(Payout Amount as of October 31, 2014)

$ 445,151.42
$ 8,591.32
$ 3,260.92
$ 61.75
$ 191,250.00
$ 1,890.81
$ 31,601.88
$ 324.96
$ 27.00
$ 1,500.00
$ 26,104.88
$ 6,176.03
$ 1,342.44
$ 4,055.68
$ 1,093.84
$ 6,304.34
$ 728,737.27

MT

SCHEDULE "C"
(Security to be Discharged)

1. ***Personal Property Security Act* Registrations:**

   (a) Reference File numbers 676840581, 823322007, 623780658, 623780667, 630011763 and 678256794.

2. **Mortgage**

   (a) charge number LT174088 registered in the Niagara South (#59) Land Registry Office.

ACKNOWLEDGMENT

TO: Bank of Montreal (the "Bank")

FROM: Ebersole Excavating Inc. and D & S Railway Construction Inc. (the "Borrowers")

RE: Cancellation of Credit Facilities and closure of accounts

---

WHEREAS the Bank is currently making the following credit facilities (the "Credit Facilities") available to the Borrowers;

Ebersole Excavating Inc.

1. Operating loan (loan account number 3971 1001-462); and
2. Demand loan, non-revolving (loan account number 0315 6999-942).

D & S Railway Construction Inc.

1. Demand loan, non-revolving (loan account number 0315 6999-926); and
2. Small business loan (loan account number 0315 6008-774).

AND WHEREAS the Borrowers have repaid or made satisfactory arrangements with the Bank to repay the amounts owing to the Bank on the Credit Facilities;

NOW THEREFORE, in consideration of the sum of $1.00 (One Dollar) and other good and valuable consideration, the Borrowers do hereby acknowledge and agree that a) the Credit Facilities are as of the date hereof cancelled and no longer available to the Borrowers, and b) effective immediately the accounts of the Borrowers with the Bank shall be closed and no longer available to the Borrowers.

DATED at __________________, Ontario this _____ day of November, 2014.

EBERSOLE EXCAVATING INC.

Per: ______________________________

Darrell Ebersole, president
I have authority to bind the Company

D & S RAILWAY CONSTRUCTION INC.

Per: ______________________________

Darrell Ebersole, president
I have authority to bind the Company

T

This is Exhibit **T** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Ebersole Excavating Inc.

Financial Statements

For the Year Ended August 31, 2011

with comparative figures for the year ended August 31, 2010

COOPERMAN CHAPMAN
Chartered Accountants
Professional Corporation

Review Engagement Report

To the Shareholders of Ebersole Excavating Inc.

We have reviewed the balance sheet of Ebersole Excavating Inc. as at August 31, 2011 and the statements of income, retained earnings and cash flow for the year then ended. These financial statements have been prepared in accordance with Canadian generally accepted standards for review engagements using differential reporting options available to non-publicly accountable enterprises, as described in Note 2 to the Financial Statements. Our review consisted primarily of enquiry, analytical procedures and discussions related to information supplied to us by the company.

A review does not constitute an audit and consequently we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian generally accepted accounting principles.

Cooperman Chapman

Chartered Accountants Professional Corporation
Authorized to practise public accounting by
The Institute of Chartered Accountants of Ontario

St. Catharines, Ontario
February 29, 2012

Ebersole Excavating Inc.
Balance Sheet
As At August 31, 2011
with comparative figures as at August 31, 2010

Unaudited

	2011	2010 (note 17)
ASSETS		
Current		
Accounts Receivable	$ 2,381,427	$ 1,726,913
Inventory (note 2 and 3)	1,050,000	362,500
Prepaid Expenses	-	1,000
	3,431,427	2,090,413
Plant, Vehicles and Equipment (note 2 and 4)		
Cost	3,497,858	3,327,222
Less Accumulated Amortization	2,273,812	1,807,028
	1,224,046	1,520,194
Other		
Due from Related Corporations (note 5)	580,591	348,484
	$ 5,236,064	$ 3,959,091
LIABILITIES		
Current		
Bank Indebtedness (note 6)	$ 550,908	$ 90,850
Accounts Payable and Accrued Liabilities	1,193,119	1,613,986
Loans Payable, current portion (note 7)	118,016	203,494
Liabilities under Capital Lease, current portion (note 8)	189,374	211,062
	2,051,417	2,119,392
Long-Term		
Loans Payable, less current portion (note 7)	81,785	134,995
Liabilities under Capital Lease, less current portion (note 8)	359,985	498,177
Due to Shareholders (note 9)	792,713	1,200,372
	1,234,483	1,833,544
SHAREHOLDERS' EQUITY		
Capital Stock (note 10)	1,990,793	2
Retained Earnings (Deficit)	(40,629)	6,153
	1,950,164	6,155
	$ 5,236,064	$ 3,959,091

Approved on behalf of the board:

____________________ Director

____________________ Director

The accompanying notes are an integral part of these financial statements

Ebersole Excavating Inc.
Statement of Retained Earnings
For the Year Ended August 31, 2011
with comparative figures for the year ended August 31, 2010

Unaudited

	2011	2010 (note 17)
Balance at Beginning of Year, as Previously Stated	$ 6,153	$ 224,074
Prior Period Adjustment (note 12)	-	(76,634)
Balance at Beginning of Year, as Restated	6,153	147,440
Net Income (Loss) for the Year	(46,782)	(141,287)
Balance at End of Year	$ (40,629)	$ 6,153

The accompanying notes are an integral part of these financial statements

Ebersole Excavating Inc.
Statement of Income
For the Year Ended August 31, 2011
with comparative figures for the year ended August 31, 2010

Unaudited

	2011	2010 (note 17)
Income (note 14)	$ 6,826,140	$ 7,123,474
Direct Expenses		
Equipment Rental	542,036	1,321,011
Fuel and Repairs	958,040	897,910
Materials	695,485	1,701,944
Sub-Contract	364,365	453,586
Supplies	29,937	49,543
Travel	217,923	119,601
Wages and Benefits	2,043,527	1,222,709
	4,851,313	5,766,304
Gross Profit	1,974,827	1,357,170
Operating Expenses		
Advertising and Promotion	5,976	4,871
Bad Debts	163,966	10,198
Bank Charges and Interest	10,495	6,098
Dues and Fees	238	1,822
Insurance	184,083	224,984
Interest on Long-Term Debt	60,213	77,214
Office	19,894	14,644
Professional Fees	23,338	16,164
Repairs and Maintenance	9,656	8,913
Telephone	54,759	54,084
Utilities	11,707	12,317
	544,325	431,309
Net Income From Operations	1,430,502	925,861
Amortization	466,784	455,398
Management Fees (note 14)	1,010,500	611,750
Net Income (Loss) for the Year	$ (46,782)	$ (141,287)

The accompanying notes are an integral part of these financial statements

Ebersole Excavating Inc.
Statement of Cash Flow
For the Year Ended August 31, 2011
with comparative figures for the year ended August 31, 2010

Unaudited

	2011	2010 (note 17)
Cash Flow from Operating Activities		
Net Income (Loss) for the Year	$ (46,782)	$ (141,287)
Items Not Affecting Cash		
Amortization - Capital Assets	466,784	455,398
	420,002	314,111
Changes in Non-Cash Working Capital Items		
(Increase) Decrease in:		
Accounts Receivable	(654,514)	(141,028)
Inventory	(687,500)	(360,000)
Prepaid Expenses	1,000	-
Increase (Decrease) in:		
Accounts Payable and Accrued Liabilities	(420,866)	(22,166)
Accrued Management Salary	-	(797,000)
	(1,341,878)	(1,006,083)
Cash Flow from Investing Activities		
Purchase of Plant, Vehicles and Equipment	(170,636)	(755,333)
Cash Flow from Financing Activities		
Long-Term Debt Advances (Repayments)	(138,688)	44,176
Capital Lease Payments (net of advances)	(159,880)	352,916
Shareholder Advances (Repayments)	(407,659)	921,832
(Advances to) Receipts from Related Corporations	(232,108)	463,137
Proceeds from Issue of Preferred Stock	1,990,791	-
	1,052,456	1,782,061
Increase (Decrease) in Cash for the Year	(460,058)	20,645
Bank Indebtedness, Beginning of Year	(90,850)	(111,495)
Bank Indebtedness, End of Year	$ (550,908)	$ (90,850)
Other Cash Flow Information:		
Interest Paid	$ 60,213	$ 77,214

The accompanying notes are an integral part of these financial statements

Ebersole Excavating Inc.

Notes to the Financial Statements
August 31, 2011

Unaudited

1. GENERAL

The company is a Canadian controlled private corporation, incorporated on February 9, 1996 under the provisions of the Ontario Business Corporations Act.

The principal business activities of the company include excavating, grading and landscaping.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian generally accepted accounting principles and reflect the following policies:

Revenue Recognition:

The company progress bills and recognizes income from contracts on the percentage of completion basis, determined by relating the actual cost of work performed to the current estimated total cost of respective contracts.

Use of Estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the year. Actual results could differ from those estimates.

Differential Reporting

The Company, with the unanimous consent of its shareholders has elected to prepare its financial statements in accordance with Canadian generally accepted accounting principles, using the differential reporting options available to non-publicly accountable enterprises described below:

Income Taxes

The Company has elected to apply the differential reporting measurement option allowed for income taxes and, accordingly, to account for income taxes using the taxes payable method under which the Company reports as an expense of the period only the cost of current taxes for that period, determined in accordance with the rules established by taxation authorities.

Inventory

Inventory is stated at the lower of cost (first-in, first-out) and net realizable value.

Work in Progress

Work in progress is recognized based on the percentage of completion basis.

Ebersole Excavating Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Plant, Vehicles and Equipment

Plant, Vehicles and Equipment are stated at cost. Amortization has been recorded using the diminishing balance method, at the following annual rates:

Building	5%
Fences and Roadways	8%
Equipment Under Capital Lease	30%
Construction Equipment	30%
Computer Equipment	30%
Vehicles	30%

In the year of acquisition, amortization is recorded at one-half the normal rates.

Leases

Leases are classified as either capital or operating leases. Leases that transfer substantially all of the benefits and inherent risks of ownership of property to the company are accounted for as capital leases. At the time a capital lease is entered into, an asset is recorded together with its related long term obligation to reflect the acquisition and financing. Equipment recorded under capital leases is amortized on the same basis as described above. Rental payments under operating leases are expensed as incurred.

3. INVENTORY

	2011	2010
Inventory	$ 300,000	$ 2,500
Work in Progress	750,000	360,000
	$ 1,050,000	$ 362,500

4. PLANT, VEHICLES AND EQUIPMENT

	2011			2010
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Building	$ 84,770	$ 43,823	$ 40,947	$ 43,102
Fences and Roadways	13,589	6,773	6,816	7,408
Equipment Under Capital Lease	359,506	184,656	174,850	220,566
Construction Equipment	2,493,798	1,684,477	809,321	1,072,302
Computer Equipment	50,460	27,835	22,625	21,725
Vehicles	495,735	326,248	169,487	155,091
	$ 3,497,858	$ 2,273,812	$ 1,224,046	$ 1,520,194

Ebersole Excavating Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

5. DUE FROM RELATED CORPORATIONS

	2011	2010
Due from D & S Railway Construction Inc.	$ 532,907	$ 300,800
Due from 2070580 Ontario Corp.	47,684	47,684
	$ 580,591	$ 348,484

Amounts due from related corporations, related by virtue of common shareholders, are non-interest bearing with no fixed terms of repayment.

6. BANK INDEBTEDNESS

Bank indebtedness is secured by a general assignment of accounts receivable and a general security agreement.

7. LOANS PAYABLE

	2011	2010
Niagara Motors, vehicle loans, monthly installments ranging from $772.00 to $1,066.07, bearing interest at a fixed rate of 0.0% to 5.49%, secured by various GMC Trucks, due on dates ranging from August 2012 to October 2015	$ 66,609	$ 161,725
John Deere Credit Inc., equipment loans, monthly installments of $1,670.21 and $4,814.62, bearing interest at fixed rates of 6.9% to 7.0%, secured by various equipment, due March 2013	116,405	176,764
Caterpillar Financial, equipment loan, monthly installment of $4,367.95, bearing interest at fixed rate of 8.6%, secured by equipment, due December 2012	16,787	-
	199,801	338,489
Less: current portion	118,016	203,494
	$ 81,785	$ 134,995

Principal repayments due over the next five years are as follows:

2012	$ 118,016
2013	55,270
2014	11,553
2015	12,244
2016	2,718

Ebersole Excavating Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

8. LIABILITIES UNDER CAPITAL LEASE

	2011	2010
Caterpillar Financial, monthly lease payments ranging from of $1,349.16 to $4,047.03, bearing interest at fixed rates ranging from 5.9% to 7.3%, secured by various equipment, due on dates ranging from March 2012 to January 2014	$ 532,674	$ 709,239
GE Canada, monthly lease payments of $2,412.63, bearing interest at a fixed rate of 3.69%, secured by vehicle, due March 2012	16,685	-
	549,359	709,239
Less: current portion	189,374	211,062
	$ 359,985	$ 498,177

Schedule of future minimum lease payments under capital lease:

2012	$ 189,374
2013	236,102
2014	123,883
	$ 549,359

9. DUE TO SHAREHOLDERS

	2011	2010
Due to shareholders, non-interest bearing with no fixed terms of repayment. There is no intention to demand repayment within the next fiscal year.	$ 792,713	$ 1,200,372

10. CAPITAL STOCK

	2011	2010
Authorized		
Unlimited number of non-redeemable, Class B Series B shares		
Unlimited number of common shares		
Issued		
20,000,000 Class B Series B Shares	$ 1,990,791	$ -
100 common shares	2	2
	$ 1,990,793	$ 2

The company issued 20,000,000 Class B Series B shares in settlement of accounts payable balances totalling $1,990,791. The company then reacquired these shares in exchange for a minority investment in 1836508 Ontario Inc., at year-end these shares have not been cancelled and still are shown as issued.

Ebersole Excavating Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

11. FINANCIAL INSTRUMENTS

The company's financial instruments consist of accounts receivable, due from related parties, bank indebtedness, accounts payable and accrued liabilities, and long-term debt.

Fair Value

The carrying amount of accounts receivable, bank indebtedness and accounts payable approximate the fair value due to the short term nature of the instruments.

Credit Risk

The company derived net sales from one (2010 - one) major customer amounting to approximately $5,393,077 representing 79% of total revenues (2010 - $3,546,662 representing 50% of total revenues). Accounts receivable from the above significant customer at August 31, 2011 amounted to approximately $2,270,555 (2010 - $1,333,703).

Interest Rate Risk

The entity is exposed to minimal interest rate price risk on the loans payable and obligations under capital leases that bear interest at a fixed rate ranging from 3.69% to 8.6%.

Currency Risk

The entity is not exposed to currency risk since all activity is conducted in Canadian dollars.

12. PRIOR PERIOD ADJUSTMENT

Due to unrecognized capital leases and financing agreements, Plant, Vehicle and Equipment, was understated by $346,402, and the long-term debt was understated by $356,101 in the company's August 31, 2010 financial statements and, accordingly retained earnings was overstated by $9,699. This error consists of an understatement of the income for the year ended August 31, 2010 of $66,935 and an opening cumulative overstatement of the retained earnings for the year ended August 31, 2009 of $76,634. The August 31, 2010 income adjustment consists of an understatement of interest on long-term debt of $52,216, an understatement of amortization expense of $110,331, and an overstatement of equipment rental of $229,482. The comparative financial statements shown for 2010 reflect these changes.

13. LONG-TERM COMMITMENTS

The company is committed under long-term lease agreements for construction equipment. The total of the monthly lease payments are $8,093.

Ebersole Excavating Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

14. RELATED PARTY TRANSACTIONS

Included in these financial statements are transactions with D & S Railway Construction Inc., a corporation related by virtue of common shareholders. During the year the company engaged in transactions in the normal course of operations as follows:

	2011	2010
Equipment Rental Income from Related Party	$ 425,000	$ -
Subcontracting Income Received from Related Party	$ 200,000	$ -
Management Fee Income Received from Related Party	$ 272,000	$ -
Management Fees Paid to Related Party	$ -	$ 345,000

15. LOSSES CARRY FORWARD

As at August 31, 2011 the company had income tax losses of $254,000 available to reduce future years' taxable income.

16. ECONOMIC DEPENDENCE

The company receives 79% of its total sales from one customer, the company is economically dependent on CN Rail.

17. COMPARATIVE FIGURES

The financial statements for the year ended August 31, 2010 were prepared by Leadley, Bruyns Chartered Accountants. The Notice To Reader was dated January 31, 2012. As the firm Cooperman Chapman, Chartered Accountants Professional Corporation, did not in any way review or audit the 2010 financial statements, the Review Engagement Report dated February 29, 2012 does not extend to the 2010 financial statements which are presented for information purposes only.

18. RECLASSIFICATION

Certain reclassifications for the year ended August 31, 2010 have been made for the purpose of comparability.

D & S Railway Construction Inc.

Financial Statements

For the Year Ended August 31, 2011

with comparative figures for the year ended August 31, 2010

COOPERMAN
CHAPMAN
Chartered Accountants
Professional Corporation

Review Engagement Report

To the Shareholders of D & S Railway Construction Inc.

We have reviewed the balance sheet of D & S Railway Construction Inc. as at August 31, 2011 and the statements of income, retained earnings and cash flow for the year then ended. These financial statements have been prepared in accordance with Canadian generally accepted standards for review engagements using differential reporting options available to non-publicly accountable enterprises, as described in Note 2 to the Financial Statements. Our review consisted primarily of enquiry, analytical procedures and discussions related to information supplied to us by the company.

A review does not constitute an audit and consequently we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian generally accepted accounting principles.

Cooperman Chapman

Chartered Accountants Professional Corporation
Authorized to practise public accounting by
The Institute of Chartered Accountants of Ontario

St. Catharines, Ontario
March 1, 2012

D & S Railway Construction Inc.
Balance Sheet
As At August 31, 2011
with comparative figures as at August 31, 2010

Unaudited

	2011	2010
ASSETS		
Current		
Cash	$ 22,007	$ -
Accounts Receivable	393,918	604,632
	415,925	604,632
Plant, Equipment and Vehicles (note 2 and 3)		
Cost	891,528	740,186
Less Accumulated Amortization	583,023	507,670
	308,505	232,516
Other		
Goodwill (note 2)	101,140	101,140
	$ 825,570	$ 938,288
LIABILITIES		
Current		
Bank Indebtedness	$ -	$ 124,414
Accounts Payable and Accrued Liabilities	21,849	173,986
Loan Payable, current portion (note 4)	21,448	21,448
Liability under Capital Lease, current portion (note 5)	-	5,882
	43,297	325,730
Long-Term		
Loan Payable, less current portion (note 4)	76,807	98,255
Due to Related Corporation (note 6)	532,907	300,800
	609,714	399,055
SHAREHOLDERS' EQUITY		
Capital Stock (note 7)	2	2
Retained Earnings	172,557	213,501
	172,559	213,503
	$ 825,570	$ 938,288

Approved on behalf of the board:

_______________ Director

_______________ Director

The accompanying notes are an integral part of these financial statements

D & S Railway Construction Inc.
Statement of Retained Earnings
For the Year Ended August 31, 2011
with comparative figures for the year ended August 31, 2010

Unaudited

	2011	2010 (note 12)
Balance at Beginning of Year, as Previously Stated	$ 213,501	$ 186,769
Prior Period Adjustment (note 9)	-	11,299
Balance at Beginning of Year, as Restated	213,501	198,068
Net Income (Loss) for the Year	(40,944)	15,433
Balance at End of Year	$ 172,557	$ 213,501

The accompanying notes are an integral part of these financial statements

D & S Railway Construction Inc.
Statement of Income
For the Year Ended August 31, 2011
with comparative figures for the year ended August 31, 2010

Unaudited

	2011	2010 (note 12)
Income	$ 2,791,837	$ 1,545,729
Direct Expenses		
Equipment Rental (note 10)	425,814	58,641
Freight	21,568	-
Fuel and Repairs	159,199	116,343
Materials	742,876	444,873
Sub-Contract (note 10)	279,235	179,666
Supplies	19,160	2,587
Travel	92,976	13,340
Wages and Benefits	694,555	565,497
	2,435,383	1,380,947
Gross Profit	356,454	164,782
Operating Expenses		
Advertising and Promotion	1,123	661
Bad Debts	-	9,629
Bank Charges and Interest	2,177	2,487
Insurance	28,398	45,055
Interest on Long-Term Debt	6,637	6,870
Office	576	665
Professional Fees	7,850	5,051
Repairs and Maintenance	73	730
Telephone	3,211	3,646
	50,045	74,894
Net Income From Operations	306,409	89,888
Management Fees (note 10)	272,000	-
Amortization	75,353	74,455
	347,353	74,455
Net Income (Loss) for the Year	$ (40,944)	$ 15,433

The accompanying notes are an integral part of these financial statements

D & S Railway Construction Inc.
Statement of Cash Flow
For the Year Ended August 31, 2011
with comparative figures for the year ended August 31, 2010

Unaudited

	2011	2010 (note 12)
Cash Flow from Operating Activities		
Net Income (Loss) for the Year	$ (40,944)	$ 15,433
Items Not Affecting Cash		
Amortization - Capital Assets	75,353	74,455
	34,409	89,888
Changes in Non-Cash Working Capital Items		
(Increase) Decrease in:		
Accounts Receivable	210,714	(851)
Increase (Decrease) in:		
Accounts Payable and Accrued Liabilities	(152,138)	89,434
	92,985	178,471
Cash Flow from Investing Activities		
Purchase of Plant, Equipment and Vehicles	(151,341)	-
Cash Flow from Financing Activities		
Long-Term Debt Repayments	(21,448)	(21,448)
Capital Lease Repayments	(5,882)	(22,194)
Receipts from (Advances to) Related Corporation	232,107	(413,136)
	204,777	(456,778)
Increase (Decrease) in Cash for the Year	146,421	(278,307)
Cash (Bank Indebtedness), Beginning of Year	(124,414)	153,893
Cash (Bank Indebtedness), End of Year	$ 22,007	$ (124,414)
Other Cash Flow Information:		
Interest Paid	$ 6,637	$ 6,970

The accompanying notes are an integral part of these financial statements

D & S Railway Construction Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

1. GENERAL

The company is a Canadian controlled private corporation, incorporated under the provisions of the Ontario Business Corporations Act.

The principal business activities of the company include railroad construction and maintenance.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian generally accepted accounting principles and reflect the following policies:

Revenue Recognition

Revenue from railway construction and maintenance is recorded on a percentage of completion basis.

Use of Estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the year. Actual results could differ from those estimates.

Differential Reporting

The Company, with the unanimous consent of its shareholders has elected to prepare its financial statements in accordance with Canadian generally accepted accounting principles, using the differential reporting options available to non-publicly accountable enterprises described below:

Income Taxes

The Company has elected to apply the differential reporting measurement option allowed for income taxes and, accordingly, to account for income taxes using the taxes payable method under which the Company reports as an expense of the period only the cost of current taxes for that period, determined in accordance with the rules established by taxation authorities.

Plant, Equipment and Vehicles

Plant, Equipment and Vehicles are stated at cost. Amortization has been recorded using the diminishing balance method, at the following annual rates:

Building	5%
Construction Equipment	30%
Equipment	20%
Vehicles	30%

In the year of acquisition, amortization is recorded at one-half the normal rates.

D & S Railway Construction Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Goodwill

The excess of the purchase price over the estimated fair value of identifiable net assets acquired represents goodwill.

The carrying value of goodwill is compared to its fair value annually to determine if a permanent impairment in value exists, at which time the impairment is recorded as a charge to earnings.

3. PLANT, EQUIPMENT AND VEHICLES

	2011			2010
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Building	$ 45,513	$ 11,580	$ 33,933	$ 35,719
Construction Equipment	599,028	435,846	163,182	124,842
Equipment	179,287	98,065	81,222	65,894
Vehicles	67,700	37,532	30,168	6,061
	$ 891,528	$ 583,023	$ 308,505	$ 232,516

4. LOAN PAYABLE

	2011	2010
Bank of Montreal, equipment loan, monthly installment of $1,787.34 plus interest, bearing interest at prime plus 2.5%, secured by general security agreement, due March 2016	$ 98,255	$ 119,703
Less: current portion	21,448	21,448
	$ 76,807	$ 98,255

Principal repayments due over the next five years are as follows:

2012	$ 21,448
2013	21,448
2014	21,448
2015	21,448
2016	12,463

D & S Railway Construction Inc.
Notes to the Financial Statements
August 31, 2011

Unaudited

5. LIABILITY UNDER CAPITAL LEASE

	2011	2010
Caterpillar Financial, monthly lease payments of $1,991.11, bearing interest at a fixed rate of 9.4%, secured by equipment, due December 2010	$ -	$ 5,882
Less: current portion	-	5,882
	$ -	$ -

6. DUE TO RELATED CORPORATION

	2011	2010
Due to Related Corporation, related by virtue of common shareholders, non-interest bearing with no fixed terms of repayment	$ 532,907	$ 300,800

7. CAPITAL STOCK

	2011	2010
Authorized Unlimited number of common shares		
Issued 2 common shares	$ 2	$ 2

8. FINANCIAL INSTRUMENTS

The company's financial instruments consist of cash, accounts receivable, accounts payable and accrued liabilities, and long-term debt.

Credit Risk

The company derived net sales from one (2010 - one) major customer amounting to approximately $1,756,763 representing 63% of total revenues (2010 - $844,384 representing 55% of total revenues). Accounts receivable from the above significant customer at August 31, 2010 amounted to approximately $305,685 (2010 - $497,535).

Interest Rate Risk

The entity is exposed to moderate interest rate cash flow risk on the Bank of Montreal equipment loan that bears interest at prime plus 2.5%.

Currency Risk

The entity is not exposed to currency risk since all activity is conducted in Canadian dollars.

D & S Railway Construction Inc.

Notes to the Financial Statements
August 31, 2011

Unaudited

9. PRIOR PERIOD ADJUSTMENT

Due to an unrecognized capital lease, Plant, Equipment and Vehicles, was understated by $31,500, and the long-term debt was understated by $5,881 in the company's August 31, 2010 financial statements and, accordingly retained earnings was understated by $25,619. This error consists of an understatement of the income for the year ended August 31, 2010 of $14,320 and an understatement of the retained earnings for the year ended August 31, 2009 of $11,299. The August 31, 2010 income adjustment consists of an understatement of interest on long-term debt of $1,698, an understatement of amortization expense of $7,875, and an overstatement of equipment rental of $23,893. The comparative financial statements shown for 2010 reflect these changes.

10. RELATED PARTY TRANSACTIONS

Included in these financial statements are transactions with Ebersole Excavating Inc., a corporation related by virtue of common shareholders. During the year the company engaged in transactions in the normal course of operations as follows:

	2011	2010
Management Fees Received from Related Party	$ -	$ 345,000
Management Fees paid to Related Party	$ 272,000	$ -
Subcontractors Fee Paid to Related Party	$ 200,000	$ -
Equipment Rental paid to Related Party	$ 425,000	$ -

11. ECONOMIC DEPENDENCE

The company receives 63% of its total sales from one customer, the company is economically dependent on VIA Rail.

12. COMPARATIVE FIGURES

The financial statements for the year ended August 31, 2010 were prepared by Leadley, Bruyns Chartered Accountants. The Review Engagement Report was dated November 02, 2010. As the firm Cooperman Chapman, Chartered Accountants Professional Corporation, did not in any way review or audit the 2010 financial statements, the Review Engagement Report dated March 1, 2012 does not extend to the 2010 financial statements which are presented for information purposes only.

13. RECLASSIFICATION

Certain reclassifications for the year ended August 31, 2010 have been made for the purpose of comparability.

EBERSOLE EXCAVATING INC.

FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

EBERSOLE EXCAVATING INC.

AUGUST 31, 2012

CONTENTS

REVIEW ENGAGEMENT REPORT

To the Board of Directors
Ebersole Excavating Inc.

I have reviewed the balance sheet of Ebersole Excavating Inc. as at August 31, 2012 and the statements of loss and deficit and cash flows for the year then ended. My review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly consisted primarily of enquiry, analytical procedures, and discussion related to information supplied to me by the company.

A review does not constitute an audit, and consequently, I do not express an audit opinion on these financial statements.

Based on my review, nothing has come to my attention that causes me to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

I draw attention to Note 3 to the financial statements which describes that Ebersole Excavating Inc. have adopted the Canadian accounting standards for private enterprises (ASPE) on September 1, 2011 with a transition date of September 1, 2010 and that there were no changes to the previously presented financial statements as a result of the transition to ASPE.

The comparative figures were reported upon by another public accounting firm.

John B. MacDonald Certified General Accountant
Professional Corporation
Authorized to practise public accounting by the
Certified General Accountants Association of Ontario

Oakville, Ontario
February 27, 2013

EBERSOLE EXCAVATING INC.

BALANCE SHEET
(Unaudited)

AS AT AUGUST 31, 2012

	2012	2011
ASSETS		
CURRENT ASSETS		
Accounts receivable	$ 758,812	$ 2,381,430
Due from government agencies	8,950	20,331
Inventory (Note 4)	1,001,056	1,050,000
	1,768,818	3,451,761
DUE FROM RELATED PARTIES (Note 5)	1,327,348	580,591
PROPERTY, PLANT & EQUIPMENT (Note 6)	1,013,737	1,224,045
	$ 4,109,903	$ 5,256,397
LIABILITIES		
CURRENT LIABILITIES		
Bank indebtedness (Note 7)	$ 314,798	$ 550,908
Accounts payable and accrued liabilities	274,457	1,213,453
Current portion of obligation under capital lease (Note 8)	83,145	189,374
Current portion of long term debt (Note 9)	223,994	118,016
	896,394	2,071,751
OBLIGATION UNDER CAPITAL LEASE (Note 8)	-	359,985
LONG TERM DEBT (Note 9)	520,452	81,784
DUE TO SHAREHOLDERS (Note 10)	803,288	792,713
	2,220,134	3,306,233
SHAREHOLDERS' DEFICIENCY		
SHARE CAPITAL (Note 12)	1,990,793	1,990,793
DEFICIT	(101,024)	(40,629)
	1,889,769	1,950,164
	$ 4,109,903	$ 5,256,397

APPROVED ON BEHALF OF THE BOARD:

____________________ Director

____________________ Director

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

EBERSOLE EXCAVATING INC.

STATEMENT OF LOSS AND DEFICIT
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2012

	2012	2011
SALES	$ 4,594,925	$ 6,826,140
COST OF SALES	3,885,840	4,851,314
GROSS PROFIT	709,085	1,974,826
EXPENSES		
Bad debts	$ -	$ 163,966
General and administrative	25,677	35,765
Insurance	179,533	184,083
Interest and bank charges	9,059	7,006
Interest on long term debt	41,528	11,794
Interest on obligation under capital lease	7,007	48,419
Legal and accounting	37,626	23,338
Occupancy costs	49,593	11,707
Telephone	41,023	54,759
	391,046	540,837
INCOME FROM OPERATIONS BEFORE OTHER EXPENSES	318,039	1,433,989
OTHER EXPENSES		
Amortization	378,434	466,784
Management salaries	-	1,010,500
	378,434	1,477,284
NET LOSS BEFORE INCOME TAXES	(60,395)	(43,295)
INCOME TAXES	-	3,487
NET LOSS	(60,395)	(46,782)
(DEFICIT) RETAINED EARNINGS, beginning of year	(40,629)	6,153
DEFICIT, end of year	$ (101,024)	$ (40,629)

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

EBERSOLE EXCAVATING INC.

STATEMENT OF CASH FLOWS
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2012

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (60,395)	$ (46,782)
Amortization	378,434	466,784
	318,039	420,002
Change in assets and liabilities:		
Accounts receivable	1,622,618	(654,514)
Inventory	48,944	(687,500)
Prepaid expenses	-	1,000
Accounts payable and accrued liabilities	(938,995)	(422,867)
Due from government agencies	11,381	2,001
	1,061,987	(1,341,878)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(168,127)	(170,636)
CASH FLOWS FROM FINANCING ACTIVITIES		
(Repayment to) proceeds from bank indebtedness	(236,110)	460,058
Proceeds from (repayment to) long term debt	544,646	(138,688)
Repayment of obligation under capital lease	(466,214)	(159,880)
(Repayment to) advances from related parties	(746,757)	(232,108)
Advances from (repayments to) from shareholder	10,575	(407,659)
Proceeds from issuance of preferred shares	-	1,990,791
	(893,860)	1,512,514
INCREASE IN CASH	-	-
CASH, beginning of year	-	-
CASH, end of year	$ -	$ -

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

1. NATURE OF BUSINESS

Ebersole Excavating Inc. is incorporated under the provisions of the Ontario Business Corporations Act and provides excavating, grading and landscaping services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for private enterprises (ASPE).

(a) Revenue recognition

The company progress bills and recognizes income from contracts on a percentage of completion basis, determined by relating the actual cost of work performed to the current estimated total cost of respective contracts.

(b) Inventories

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the specified identification cost method. Costs include the purchase price, freight and all costs incurred to bring the inventory into use. Net realizable value is the estimated selling price in the ordinary course of business less any applicable variable selling costs. The company periodically estimates the provision for inventory obsolescence and transfers any required or excess provision to the income statement of the year.

(c) Property, plant & equipment

Property, plant and equipment are stated at cost less accumulated amortization. In the year of acquisition, amortization is reduced by one-half. Property, plant and equipment are amortized over their estimated useful lives at the following rates and methods.

Building	5% diminishing balance
Computer equipment	30% diminishing balance
Construction equipment	30% diminishing balance
Fences and roadways	8% diminishing balance
Vehicles	30% diminishing balance
Equipment under capital leases	30% diminishing balance

Property, plant and equipment are reviewed for impairment whenever events or changes in the circumstances indicate that the carrying value may not be recoverable. If the total of the estimated undiscounted future cash flows is less than the carrying value of the asset, an impairment loss is recognized for the excess of the carrying value over the fair value of the asset during the year the impairment occurs.

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(d) Income taxes

The company accounts for income taxes using the taxes payable method under which the company reports as an expense in the year, only the cost of current income taxes for that year, determined in accordance with the rules established by taxation authorities.

(e) Leases

Leases are classified as either capital or operating. At the time the company enters into a capital lease, an asset is recorded with its related long term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

(f) Measurement of financial instruments

The company initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions. The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Financial assets measured at amortized cost include accounts receivable, due from government agencies and due from related parties. Financial liabilities measured at amortized cost include bank indebtedness, accounts payable, obligations under capital lease and long term debt. The company has not designated any financial asset or financial liability to be measured at fair value.

(g) Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amounts of revenue and expenses for the reporting period. Actual results could differ from those estimates. The estimates, however, are reviewed periodically, and, as adjustments become necessary, they are reported in the year they become known. Significant management estimates include allowance for doubtful accounts and provision for inventory obsolescence.

(h) Cash and cash equivalents

Cash and cash equivalents are defined as cash and highly liquid financial instruments. Due to the short term nature of these assets, the fair value of these instruments is not significantly different from their carrying value.

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

3. FIRST TIME ADOPTION OF ACCOUNTING STANDARDS FOR PRIVATE ENTERPRISES

The financial statements for the year ended August 31, 2012 are the first financial statements that are prepared in accordance with ASPE. The financial statements for the year ended August 31, 2011 were previously prepared in accordance with Canadian generally accepted accounting standards (GAAP) as issued in the Handbook - Accounting XFI version. Under ASPE provisions as set out in Section 1500 First-Time Adoption, the date of transition is the beginning of the fiscal year for comparative information, therefore the date for the company is September 1, 2010 the beginning of the fiscal year ended August 31, 2011.

On adoption of the ASPE, a company is able to selectively elect certain exemptions and choose accounting policies that may differ from the previously presented financial statement information. This can result in adjustments to the opening retained earnings at the transition date, which is the first day of the period for which comparative information is presented. As the company made no changes to the previously presented financial statements, an opening balance sheet at the date of transition has not been presented as it would not provide any further meaningful information. Also, reconciliations are not needed for any changes to the equity or net income in the comparative period.

4. INVENTORY

	2012	2011
Inventory	$ 977,056	$ 300,000
Work in progress	24,000	750,000
	$ 1,001,056	$ 1,050,000

5. DUE FROM RELATED PARTIES

	2012	2011
Due from D&S Railway Construction Inc., non-interest bearing, with no set terms of repayment, related by virture of common control	$ 1,277,725	$ 532,907
Due from 2070580 Ontario Corp., non-interest bearing, with no set terms of repayment, related by virtue of 50% interest owned by one shareholder	49,623	47,684
	$ 1,327,348	$ 580,591

Transactions with this related companies consist of commercial activities as disclosed in Note 11.

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

6. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2012	Net 2011
Building	$ 84,770	$ 45,870	$ 38,900	$ 40,947
Computer equipment	50,460	32,360	18,100	22,625
Construction equipment	2,658,129	1,959,418	698,711	859,283
Fences and roadways	13,589	7,319	6,270	6,816
Vehicles	549,493	385,158	164,335	169,487
Assets under capital lease	309,543	222,122	87,421	124,887
	$ 3,356,441	$ 2,659,063	$ 1,013,737	$ 1,224,045

7. BANK INDEBTEDNESS

The company has an operating line of credit with the Bank of Montreal in the amount of $450,000. The loan bears interest at the bank's prime rate plus 1.50%. The credit facility is a revolving line with monthly payments of interest only. The credit facility is secured by a general assignment of accounts receivable and a general security agreement.

8. OBLIGATIONS UNDER CAPITAL LEASE

	2012	2011
Caterpillar financial, monthly lease payments ranging from $1,349 to $4,047, bearing interest at fixed rates ranging from 5.9% to 7.3%, secured by various equipment, maturing June, 2013	$ 83,145	$ 532,674
GE Canada, monthly lease payment of $2,413, bearing interest at a fixed rate of 3.69%, secured by the vehicle	-	16,685
	83,145	549,359
Repayments required within the next 12 months	83,145	189,374
	$ -	$ 359,985

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

9. LONG TERM DEBT

	2012	2011
Bank of Montreal, demand loan, with monthly principal payments of $8,333 plus interest at the bank's prime plus 1.50%, secured by a general security agreement, maturing March, 2017	$ 362,119	$ -
Bank of Montreal, bank loan, with monthly principal payments of $5,000 plus interest at the bank's prime plus 2.00%, secured by a general security agreement, maturing February, 2017	270,000	-
GMAC, vehicle loans, monthly payments ranging from $772 to $803, bearing interest at a rate of 0%, secured by various GMC trucks	-	18,908
Ally Canada, vehicle loan, monthly payments of principal plus interest of $1,190 bearing interest at 1.99%, secured by the vehicle, maturing March, 2015	35,954	-
Ally Canada, vehicle loan, monthly payments of principal plus interest of $1,066 bearing interest at 5.49%, secured by the vehicle, maturing October, 2015	37,107	47,700
Catepillar Financial, equipment loan, monthly payments of prinicipal plus interest of $4,368, bearing interest at a rate of 8.6%, secured by the equipment	-	16,787
John Deere Credit Inc., equipment loans, monthly payments of principal plus interest ranging from $1,478 to $4,261, bearing interest at a rate of 6.9%, maturing March, 2013	39,265	116,405
	744,445	199,800
Repayments required within the next 12 months	223,994	118,016
	$ 520,451	$ 81,784

Principal payments until maturity are as follows:

2013	$ 223,994
2014	185,626
2015	180,588
2016	124,237
2017	30,000
	744,445

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

10. DUE TO SHAREHOLDERS

The amounts to shareholders are non-interest bearing with no fixed terms of repayment.

11. RELATED PARTIES TRANSACTIONS

	2012	2011
Equipment rental received from D&S Railway Construction Inc.	$ 285,000	$ -
Subcontracting fees received from D&S Railway Construction Inc.	$ 550,000	$ -

D&S Railway Contruction Inc. is related by virtue of common control. Related party transactions are in the normal course of business and are measured at the exchange amount, which is the amount of consideration agreed by both parties.

12. SHARE CAPITAL

Authorized:

Unlimited	Class A shares
50,000	Class B Series A shares, non-voting, redeemable, retractable without par value
Unlimited	Class B Series B shares non-voting, redeemable, retractable without par value

Issued:

		2012	2011
2	Class A shares	$ 2	$ 2
17,500,000	Class B series B shares	1,990,791	1,990,791
		$ 1,990,793	$ 1,990,793

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

13. FINANCIAL INSTRUMENTS

The significant financial risks to which the company is exposed to are interest risk, liquidity risk, and credit risk.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The obligations under capital leases bears interest between 3.69% and 7.3%, while the long term debt bears interest between 1.99% and 6.9%. Changes in the prime rate can cause fluctuations in interest payments and cash flows. The company does not use derivative financial instruments to alter the effect of this risk.

Liquidity risk

Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to liquidity risk arising primarily from the bank indebtedness, obligations under capital lease, long term debt and due to shareholders. The company's ability to meet their obligations depends on the receipt of funds from its operations and other related sources, whether in the form of revenues or advances.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The company's main credit risk relate to its accounts receivable. The company provides credit to its clients in the normal course of operations.

14. ECONOMIC DEPENDENCE

During the year approximately 71% of the company's sales were made to one customer.

15. COMPARATIVE AMOUNTS

The financial statements for the year ended August 31, 2011 were prepared by another accounting firm. The review engagement report was dated March 1, 2012. As a firm, John B. MacDonald Certified General Accountant Professional Corporation, did not in any way review or audit the 2011 financial statements, the review engagement report dated February 26, 2013 does not extend to the 2011 financial statements which are presented for information purposes only.

Certain comparative figures have been reclassified to conform with the current year's financial statement presentation.

D & S RAILWAY CONSTRUCTION INC.

FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

D & S RAILWAY CONSTRUCTION INC.

AUGUST 31, 2012

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REVIEW ENGAGEMENT REPORT

To the Board of Directors
D & S Railway Construction Inc.

I have reviewed the balance sheet of D & S Railway Construction Inc. as at August 31, 2012 and the statements of income and retained earnings and cash flows for the year then ended. My review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly consisted primarily of enquiry, analytical procedures, and discussion related to information supplied to me by the company.

A review does not constitute an audit, and consequently, I do not express an audit opinion on these financial statements.

Based on my review, nothing has come to my attention that causes me to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

I draw attention to Note 3 to the financial statements which describes that D & S Railway Construction Inc. have adopted the Canadian accounting standards for private enterprises (ASPE) on September 1, 2011 with a transition date of September 1, 2010 and that there were no changes to the previously presented financial statements as a result of the transition to ASPE.

The comparative figures were reported upon by another public accounting firm.

Oakville, Ontario
February 27, 2013

John B. MacDonald Certified General Accountant
Professional Corporation
Authorized to practise public accounting by the
Certified General Accountants Association of Ontario

D & S RAILWAY CONSTRUCTION INC.

BALANCE SHEET
(Unaudited)

AS AT AUGUST 31, 2012

	2012	2011
ASSETS		
CURRENT ASSETS		
Cash	$ 13,829	$ 22,007
Accounts receivable	976,285	393,921
Due from government agencies	-	18,601
Inventory (Note 4)	274,392	-
	1,264,506	434,529
PROPERTY, PLANT & EQUIPMENT (Note 5)	467,772	308,505
GOODWILL	101,140	101,140
	$ 1,833,418	$ 844,174
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 22,740	$ 40,453
Due to government agencies	21,586	-
Current portion of long term debt (Note 6)	55,198	21,448
	99,524	61,901
LONG TERM DEBT (Note 6)	282,650	76,807
DUE TO RELATED PARTY (Note 7)	1,277,725	532,907
	1,659,899	671,615
SHAREHOLDERS' EQUITY		
SHARE CAPITAL (Note 8)	2	2
RETAINED EARNINGS	173,517	172,557
	173,519	172,559
	$ 1,833,418	$ 844,174

APPROVED ON BEHALF OF THE BOARD:

______________________ Director

______________________ Director

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

D & S RAILWAY CONSTRUCTION INC.

STATEMENT OF INCOME AND RETAINED EARNINGS
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2012

	2012	2011
SALES	$ 2,713,282	$ 2,791,837
COST OF SALES	2,308,959	2,685,889
GROSS PROFIT	404,323	105,948
EXPENSES		
Advertising and promotion	$ -	$ 1,123
Bad debts	202,418	-
General and administrative	2,883	576
Insurance	33,069	49,964
Interest and bank charges	2,679	2,178
Interest on long term debt	6,535	6,637
Legal and accounting	26,501	7,850
Shop supplies	8,803	-
Telephone	3,021	3,211
	285,909	71,539
INCOME FROM OPERATIONS BEFORE OTHER EXPENSES	118,414	34,409
OTHER EXPENSES		
Amortization	117,454	75,353
NET INCOME (LOSS)	960	(40,944)
RETAINED EARNINGS, beginning of year	172,557	213,501
RETAINED EARNINGS, end of year	$ 173,517	$ 172,557

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

D & S RAILWAY CONSTRUCTION INC.

STATEMENT OF CASH FLOWS
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2012

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 960	$ (40,944)
Amortization	117,454	75,353
	118,414	34,409
Change in assets and liabilities:		
Accounts receivable	(582,364)	210,714
Inventory	(274,392)	-
Accounts payable and accrued liabilities	(17,714)	(102,252)
Due to (from) government agencies	40,187	(49,886)
	(715,869)	92,985
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(276,720)	(151,341)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment to bank indebtedness	-	(124,414)
Proceeds from (repayment to) long term debt	239,593	(21,448)
Repayment of obligation under capital lease	-	(5,882)
(Repayment to) advances from related party	744,818	232,107
	984,411	80,363
(DECREASE) INCREASE IN CASH	(8,178)	22,007
CASH, beginning of year	22,007	-
CASH, end of year	$ 13,829	$ 22,007

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

1. NATURE OF BUSINESS

D&S Railway Construction Inc. is incorporated under the provisions of the Ontario Business Corporations Act and provides railroad construction and maintenance.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for private enterprises (ASPE).

(a) Revenue recognition

Revenue from railway construction and maintenance are recorded on a percentage of completion basis. Revenue is measured at the fair value of consideration received or receivable.

(b) Inventories

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the specified cost method. Costs include the purchase price, freight and all costs incurred to bring the inventory into use. Net realizable value is the estimated selling price in the ordinary course of business less any applicable variable selling costs. The company periodically estimates the provision for inventory obsolescence and transfers any required or excess provision to the income statement of the year.

(c) Property, plant & equipment

Property, plant and equipment are stated at cost less accumulated amortization. In the year of acquisition, amortization is reduced by one-half. Property, plant and equipment are amortized over their estimated useful lives at the following rates and methods.

Building	5% diminishing balance
Construction equipment	30% diminishing balance
Equipment	20% diminishing balance
Vehicles	30% diminishing balance

Property, plant and equipment are reviewed for impairment whenever events or changes in the circumstances indicate that the carrying value may not be recoverable. If the total of the estimated undiscounted future cash flows is less than the carrying value of the asset, an impairment loss is recognized for the excess of the carrying value over the fair value of the asset during the year the impairment occurs.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(d) Income taxes

The company accounts for income taxes using the taxes payable method under which the company reports as an expense in the year, only the cost of current income taxes for that year, determined in accordance with the rules established by taxation authorities.

(e) Goodwill

The excess of the purchase price over the estimated fair value of identifiable net assets acquired represents goodwill. Goodwill is not amortized. The carrying value of goodwill is compared to its fair value annually to determine if a permanent impairment in value exists, at which time the impairment is recorded as a charge to earnings. At year end, goodwill was not impaired.

(f) Leases

Leases are classified as either capital or operating. At the time the company enters into a capital lease, an asset is recorded with its related long term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

(g) Measurement of financial instruments

The company initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions. The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Financial assets measured at amortized cost include accounts receivable. Financial liabilities measured at amortized cost include accounts payable, due to government agencies and long term debt. The company has not designated any financial asset or financial liability to be measured at fair value.

(h) Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amounts of revenue and expenses for the reporting period. Actual results could differ from those estimates. The estimates, however, are reviewed periodically, and, as adjustments become necessary, they are reported in the year they become known. Significant management estimates include allowance for doubtful accounts and provision for inventory obsolescence.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(i) Cash and cash equivalents

Cash and cash equivalents are defined as cash and highly liquid financial instruments. Due to the short term nature of these assets, the fair value of these instruments is not significantly different from their carrying value.

3. FIRST TIME ADOPTION OF ACCOUNTING STANDARDS FOR PRIVATE ENTERPRISES

The financial statements for the year ended August 31, 2012 are the first financial statements that are prepared in accordance with ASPE. The financial statements for the year ended August 31, 2011 were previously prepared in accordance with Canadian generally accepted accounting standards (GAAP) as issued in the Handbook - Accounting XFI version. Under ASPE provisions as set out in Section 1500 First-Time Adoption, the date of transition is the beginning of the fiscal year for comparative information, therefore the date for the company is September 1, 2010 the beginning of the fiscal year ended August 31, 2011.

On adoption of the ASPE, a company is able to selectively elect certain exemptions and choose accounting policies that may differ from the previously presented financial statement information. This can result in adjustments to the opening retained earnings at the transition date, which is the first day of the period for which comparative information is presented. As the company made no changes to the previously presented financial statements, an opening balance sheet at the date of transition has not been presented as it would not provide any further meaningful information. Also, reconciliations are not needed for any changes to the equity or net income in the comparative period.

4. INVENTORY

Inventory consist of railway scrap materials that are refurbish for future use.

5. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2012	Net 2011
Building	$ 45,513	$ 13,276	$ 32,237	$ 33,933
Construction equipment	179,287	114,309	64,978	81,223
Equipment	872,947	525,889	347,058	163,181
Vehicles	70,502	47,003	23,499	30,168
	$ 1,168,249	$ 700,477	$ 467,772	$ 308,505

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

6. LONG TERM DEBT

	2012	2011
Bank of Montreal, equipment loan, with monthly principal payments of $1,787 plus interest at the bank's prime plus 3.00%, secured by the equipment, maturing March, 2016	$ 76,285	$ 98,255
Bank of Montreal, equipment loan, with monthly principal payments of $2,813 plus interest at the bank's prime plus 2.875%, secured by equipment, maturing May, 2020	261,563	-
	337,848	98,255
Repayments required within the next 12 months	55,198	21,448
	$ 282,650	$ 76,807

Principal payments until maturity are as follows:

2013	$ 55,198
2014	55,198
2015	55,198
2016	45,691
2017	33,750
thereafter	92,813
	337,848

7. DUE TO RELATED PARTY

	2012	2011
Due to Ebersole Excavating Inc., non-interest bearing, with no set terms of repayment, related by virtue of common control	$ 1,277,725	$ 532,907

Transactions with this related company consist of commercial activities as disclosed in Note 9.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

8. SHARE CAPITAL

Authorized:

Unlimited	Common shares
Unlimited	Class A special shares, non-voting, redeemable, retractable without par value

Issued:	2012	2011
2 Common shares	$ 2	$ 2

9. RELATED PARTY TRANSACTIONS

	2012	2011
Equipment rental paid to Ebersole Excavating Inc.	$ 285,000	$ -
Subcontracting fees paid to Ebersole Excavating Inc.	$ 550,000	$ -

Ebersole Excavating Inc. is related by virtue of common control. Related party transactions are in the normal course of business and are measured at the exchange amount, which is the amount of consideration agreed by both parties.

10. FINANCIAL INSTRUMENTS

The significant financial risks to which the company is exposed to are interest risk, liquidity risk, and credit risk.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The long term debt bears interest between the bank's prime plus 2.875% and prime plus 3.0%. Changes in bank's prime rate can cause fluctuations in interest payments and cash flows. The company does not use derivative financial instruments to alter the effect of this risk.

Liquidity risk

Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to liquidity risk arising primarily from the long term debt and due to related party. The company's ability to meet their obligations depends on the receipt of funds from its operations and other related sources, whether in the form of revenues or advances.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2012

10. FINANCIAL INSTRUMENTS (continues)

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The company's main credit risk relate to its accounts receivable. The company provides credit to its clients in the normal course of operations.

11. ECONOMIC DEPENDENCE

During the year approximately 59% of the company's sales were made to three customers.

12. COMPARATIVE AMOUNTS

The financial statements for the year ended August 31, 2011 were prepared by another accounting firm. The review engagement report was dated March 1, 2012. As a firm, John B. MacDonald Certified General Accountant Professional Corporation, did not in any way review or audit the 2011 financial statements, the review engagement report dated February 26, 2013 does not extend to the 2011 financial statements which are presented for information purposes only.

Certain comparative figures have been reclassified to conform with the current year's financial statement presentation.

EBERSOLE EXCAVATING INC.

FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

EBERSOLE EXCAVATING INC.

AUGUST 31, 2013

CONTENTS

JMA ACCOUNTING

REVIEW ENGAGEMENT REPORT

To the Board of Directors
Ebersole Excavating Inc.

I have reviewed the balance sheet of Ebersole Excavating Inc. as at August 31, 2013 and the statements of loss and deficit and cash flows for the year then ended. My review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly consisted primarily of enquiry, analytical procedures, and discussion related to information supplied to me by the company.

A review does not constitute an audit, and consequently, I do not express an audit opinion on these financial statements.

Based on my review, nothing has come to my attention that causes me to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

Jma Accounting
PROFESSIONAL CORPORATION
JMA Accounting Professional Corporation
Authorized to practise public accounting by the
Certified General Accountants Association of Ontario

Oakville, Ontario
February 24, 2014

EBERSOLE EXCAVATING INC.

BALANCE SHEET
(Unaudited)

AS AT AUGUST 31, 2013

	2013	2012
ASSETS		
CURRENT ASSETS		
Accounts receivable	$ 354,585	$ 758,812
Due from government agencies	18,850	8,950
Inventory (Note 3)	1,266,513	1,001,056
	1,639,948	1,768,818
LONG TERM RECEIVABLE (Note 4)	600,000	-
DUE FROM RELATED PARTIES (Note 5)	681,372	1,327,348
PROPERTY, PLANT & EQUIPMENT (Note 6)	782,165	1,013,737
	$ 3,703,485	$ 4,109,903
LIABILITIES		
CURRENT LIABILITIES		
Bank indebtedness (Note 7)	$ 336,889	$ 314,798
Accounts payable and accrued liabilities	674,610	274,458
Current portion of obligation under capital lease (Note 8)	38,599	36,034
Current portion of long term debt (Note 9)	185,626	223,994
	1,235,724	849,284
OBLIGATIONS UNDER CAPITAL LEASE (Note 8)	8,512	47,111
LONG TERM DEBT (Note 9)	353,956	520,451
DUE TO SHAREHOLDERS (Note 10)	609,828	803,288
	2,208,020	2,220,134
SHAREHOLDERS' DEFICIENCY		
SHARE CAPITAL (Note 12)	1,990,793	1,990,793
DEFICIT	(495,328)	(101,024)
	1,495,465	1,889,769
	$ 3,703,485	$ 4,109,903

APPROVED ON BEHALF OF THE BOARD:

_______________ Director

_______________ Director

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

EBERSOLE EXCAVATING INC.

STATEMENT OF LOSS AND DEFICIT
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2013

	2013	2012
SALES	$ 2,835,983	$ 4,594,925
COST OF SALES	2,303,353	3,885,840
GROSS PROFIT	532,630	709,085
EXPENSES		
Bad debts	$ 280,760	$ -
General and administrative	29,698	25,677
Insurance	169,080	179,533
Interest and bank charges	21,900	9,059
Interest on long term debt	26,986	41,528
Interest on obligation under capital lease	4,611	7,007
Occupancy costs	17,162	49,593
Professional fees	50,194	37,626
Telephone	25,307	41,023
	625,698	391,046
(LOSS) INCOME FROM OPERATIONS	(93,068)	318,039
OTHER EXPENSES		
Amortization	301,236	378,434
NET LOSS	(394,304)	(60,395)
DEFICIT, beginning of year	(101,024)	(40,629)
DEFICIT, end of year	$ (495,328)	$ (101,024)

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

EBERSOLE EXCAVATING INC.

STATEMENT OF CASH FLOWS
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2013

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (394,304)	$ (60,395)
Items not affecting cash		
Amortization	301,236	378,434
	(93,068)	318,039
Change in assets and liabilities:		
Accounts receivable	404,227	1,622,618
Inventory	(265,457)	48,944
Accounts payable and accrued liabilities	400,149	(938,995)
Due from government agencies	(9,899)	11,381
	435,952	1,061,987
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(69,661)	(168,127)
Increase in cash surrender value of life insurance	(600,000)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from (repayment to) bank indebtedness	22,090	(236,110)
(Repayment to) proceeds from long term debt	(204,863)	544,646
Repayment of obligation under capital lease	(36,034)	(466,214)
Advances from (repayment to) related parties	645,977	(746,757)
(Repayments to) advances from shareholder	(193,461)	10,575
	233,709	(893,860)
INCREASE IN CASH	-	-
CASH, beginning of year	-	-
CASH, end of year	$ -	$ -

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

1. NATURE OF BUSINESS

Ebersole Excavating Inc. is incorporated under the provisions of the Ontario Business Corporations Act and provides excavating, grading and landscaping services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for private enterprises and have the following accounting policies:

(a) Revenue recognition

The company progress bills and recognizes income from contracts on a percentage of completion basis, determined by relating the actual cost of work performed to the current estimated total cost of respective contracts.

(b) Inventories

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the specified identification cost method. Costs include the purchase price, freight and all costs incurred to bring the inventory into use. Net realizable value is the estimated selling price in the ordinary course of business less any applicable variable selling costs. The company periodically estimates the provision for inventory obsolescence and transfers any required or excess provision to the income statement of the year.

(c) Property, plant & equipment

Property, plant and equipment are stated at cost less accumulated amortization. In the year of acquisition, amortization is reduced by one-half. Property, plant and equipment are amortized over their estimated useful lives at the following rates and methods.

Building	5% diminishing balance
Computer equipment	30% diminishing balance
Construction equipment	30% diminishing balance
Fences and roadways	8% diminishing balance
Vehicles	30% diminishing balance
Equipment under capital leases	30% diminishing balance

Property, plant and equipment are reviewed for impairment whenever events or changes in the circumstances indicate that the carrying value may not be recoverable. If the total of the estimated undiscounted future cash flows is less than the carrying value of the asset, an impairment loss is recognized for the excess of the carrying value over the fair value of the asset during the year the impairment occurs.

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(d) Income taxes

The company accounts for income taxes using the taxes payable method under which the company reports as an expense in the year, only the cost of current income taxes for that year, determined in accordance with the rules established by taxation authorities.

(e) Leases

Leases are classified as either capital or operating. At the time the company enters into a capital lease, an asset is recorded with its related long term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

(f) Measurement of financial instruments

The company initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions. The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Financial assets measured at amortized cost include accounts receivable, due from government agencies and due from related parties. Financial liabilities measured at amortized cost include bank indebtedness, accounts payable, obligations under capital lease and long term debt. The company has not designated any financial asset or financial liability to be measured at fair value.

(g) Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amounts of revenue and expenses for the reporting period. Actual results could differ from those estimates. The estimates, however, are reviewed periodically, and, as adjustments become necessary, they are reported in the year they become known. Significant management estimates include allowance for doubtful accounts and provision for inventory obsolescence.

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(h) Cash and cash equivalents

Cash and cash equivalents are defined as cash and highly liquid financial instruments. Due to the short term nature of these assets, the fair value of these instruments is not significantly different from their carrying value.

3. INVENTORY

	2013	2012
Inventory	$ 1,104,513	$ 977,056
Work in progress	162,000	24,000
	$ 1,266,513	$ 1,001,056

4. LONG TERM RECEIVABLE

The long term receivable represents an amount due from the Region of Niagara that is currently under dispute. The amount is made up of expenses, outlays and loss production. The company believes the amount is collectible but not within the next fiscal period. Therefore the amount has been recorded as a long term receivable.

5. DUE FROM RELATED PARTIES

	2013	2012
Due from D&S Railway Construction Inc., non-interest bearing, with no set terms of repayment, related by virtue of common control	$ 631,749	$ 1,277,725
Due from 2070580 Ontario Corp., non-interest bearing, with no set terms of repayment, related by virtue of 50% interest owned by one shareholder	49,623	49,623
	$ 681,372	$ 1,327,348

Transactions with these related companies consist of commercial activities as disclosed in Note 11.

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

6. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2013	Net 2012
Building	$ 84,770	$ 47,815	$ 36,955	$ 38,900
Computer equipment	58,863	36,820	22,043	18,100
Construction equipment	2,701,594	2,175,551	526,043	698,711
Fences and roadways	13,589	7,820	5,769	6,270
Vehicles	567,287	437,127	130,160	164,335
	3,426,103	2,705,133	720,970	926,316
Assets under capital lease	309,543	248,348	61,195	87,421
	$ 3,735,646	$ 2,953,481	$ 782,165	$ 1,013,737

7. BANK INDEBTEDNESS

The company has an operating line of credit with the Bank of Montreal in the amount of $450,000. The loan bears interest at the bank's prime rate plus 1.50%. The credit facility is a revolving line with monthly payments of interest only. The credit facility is secured by a general assignment of accounts receivable and a general security agreement.

8. OBLIGATIONS UNDER CAPITAL LEASE

	2013	2012
Caterpillar financial, monthly lease payment of $3,387, bearing interest at a fixed rate of 6.9%, secured by the equipment, maturing November, 2014	$ 47,111	$ 83,145
Repayments required within the next 12 months	38,599	36,034
	$ 8,512	$ 47,111

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

9. LONG TERM DEBT

	2013	2012
Bank of Montreal, demand loan, with monthly principal payments of $8,333 plus interest at the bank's prime plus 1.50%, secured by a general security agreement, maturing March, 2017	$ 281,250	$ 362,119
Bank of Montreal, bank loan, with monthly principal payments of $5,000 plus interest at the bank's prime plus 2.00%, secured by a general security agreement, maturing February, 2017	210,000	270,000
Ally Canada, vehicle loan, monthly payments of principal plus interest of $1,190 bearing interest at 1.99%, secured by the vehicle, maturing March, 2015	22,255	35,954
Ally Canada, vehicle loan, monthly payments of principal plus interest of $1,066 bearing interest at 5.49%, secured by the vehicle, maturing October, 2015	26,077	37,107
John Deere Credit Inc., equipment loans, monthly payments of principal plus interest ranging from $1,478 to $4,261, bearing interest at a rate of 6.9%, maturing March, 2013	-	39,265
	539,582	744,445
Repayments required within the next 12 months	185,626	223,994
	$ 353,956	$ 520,451

Principal payments until maturity are as follows:

2014	$ 185,626
2015	180,588
2016	143,368
2017	30,000
	539,582

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

10. DUE TO SHAREHOLDERS

The amounts due to the shareholders are non-interest bearing with no fixed terms of repayment.

11. RELATED PARTIES TRANSACTIONS

	2013	2012
Equipment rental received from D&S Railway Construction Inc.	$ 200,000	$ 285,000
Subcontracting fees paid to D&S Railway Construction Inc.	$ (103,000)	$ 550,000

D&S Railway Construction Inc. is related by virtue of common control. Related party transactions are in the normal course of business and are measured at the exchange amount, which is the amount of consideration agreed by both parties.

12. SHARE CAPITAL

Authorized:

Unlimited	Class A shares
50,000	Class B Series A shares, non-voting, redeemable, retractable without par value
Unlimited	Class B Series B shares non-voting, redeemable, retractable without par value

Issued:

		2013	2012
2	Class A shares	$ 2	$ 2
17,500,000	Class B series B shares	1,990,791	1,990,791
		$ 1,990,793	$ 1,990,793

EBERSOLE EXCAVATING INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

13. FINANCIAL INSTRUMENTS

The significant financial risks to which the company is exposed to are interest risk, liquidity risk, and credit risk.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The obligations under capital leases bears interest at 6.9%, while the long term debt bears interest between 1.99% and 6.9%. Changes in the prime rate can cause fluctuations in interest payments and cash flows. The company does not use derivative financial instruments to alter the effect of this risk.

Liquidity risk

Liquidity risk is the risk that the company will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to liquidity risk arising primarily from the bank indebtedness, obligations under capital lease, long term debt and due to shareholders. The company's ability to meet their obligations depends on the receipt of funds from its operations and other related sources, whether in the form of revenues or advances.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The company's main credit risk relate to its accounts receivable. The company provides credit to its clients in the normal course of operations.

14. ECONOMIC DEPENDENCE

During the year approximately 48% of the company's sales were to three customers.

D & S RAILWAY CONSTRUCTION INC.

FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

D & S RAILWAY CONSTRUCTION INC.

AUGUST 31, 2013

CONTENTS

JMA ACCOUNTING

REVIEW ENGAGEMENT REPORT

To the Board of Directors
D & S Railway Construction Inc.

I have reviewed the balance sheet of D & S Railway Construction Inc. as at August 31, 2013 and the statements of loss and retained earnings and cash flows for the year then ended. My review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly consisted primarily of enquiry, analytical procedures, and discussion related to information supplied to me by the company.

A review does not constitute an audit, and consequently, I do not express an audit opinion on these financial statements.

Based on my review, nothing has come to my attention that causes me to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

JMA Accounting
PROFESSIONAL CORPORATION

JMA Accounting Professional Corporation
Authorized to practise public accounting by the
Certified General Accountants Association of Ontario

Oakville, Ontario
February 24, 2014

D & S RAILWAY CONSTRUCTION INC.

BALANCE SHEET
(Unaudited)

AS AT AUGUST 31, 2013

	2013	2012
ASSETS		
CURRENT ASSETS		
Cash	$ -	$ 13,829
Accounts receivable	170,890	976,285
Inventory (Note 3)	469,640	274,392
	640,530	1,264,506
PROPERTY, PLANT & EQUIPMENT (Note 4)	341,998	467,772
GOODWILL	101,140	101,140
	$ 1,083,668	$ 1,833,418
LIABILITIES		
CURRENT LIABILITIES		
Bank indebtedness	$ 15,718	$ -
Accounts payable and accrued liabilities	34,218	22,740
Due to government agencies	1,750	21,586
Current portion of long term debt (Note 5)	55,198	55,198
	106,884	99,524
LONG TERM DEBT (Note 5)	230,264	282,650
DUE TO RELATED PARTY (Note 6)	631,749	1,277,725
DUE TO SHAREHOLDERS (Note 7)	38,595	-
	1,007,492	1,659,899
SHAREHOLDERS' EQUITY		
SHARE CAPITAL (Note 8)	2	2
RETAINED EARNINGS	76,174	173,517
	76,176	173,519
	$ 1,083,668	$ 1,833,418

APPROVED ON BEHALF OF THE BOARD:

_____ Director

_____ Director

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

D & S RAILWAY CONSTRUCTION INC.

STATEMENT OF LOSS AND RETAINED EARNINGS
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2013

	2013	2012
SALES	$ 1,948,086	$ 2,713,282
DIRECT COSTS	1,521,925	2,308,959
GROSS PROFIT	426,161	404,323
EXPENSES		
Advertising and promotion	$ 477	$ -
Bad debts	321,401	202,418
General office and administrative (recovery) expense	(1,779)	2,883
Insurance	35,237	33,069
Interest and bank charges	3,202	2,679
Interest on long term debt	16,082	6,535
Legal and accounting	18,188	26,501
Shop supplies	1,854	8,803
Telephone	3,067	3,021
	397,729	285,909
INCOME FROM OPERATIONS BEFORE OTHER EXPENSES	28,432	118,414
OTHER EXPENSES		
Amortization	125,775	117,454
NET (LOSS) INCOME	(97,343)	960
RETAINED EARNINGS, beginning of year	173,517	172,557
RETAINED EARNINGS, end of year	$ 76,174	$ 173,517

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

D & S RAILWAY CONSTRUCTION INC.

STATEMENT OF CASH FLOWS
(Unaudited)

FOR THE YEAR ENDED AUGUST 31, 2013

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (loss) income	$ (97,343)	$ 960
Amortization	125,775	117,454
	28,432	118,414
Change in assets and liabilities:		
Accounts receivable	805,395	(582,364)
Inventory	(195,248)	(274,392)
Accounts payable and accrued liabilities	11,477	(17,714)
Due to (from) government agencies	(19,835)	40,187
	630,221	(715,869)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	-	(276,720)
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances from bank indebtedness	15,718	-
(Repayment to) proceeds from long term debt	(52,386)	239,593
(Repayment to) advances from related party	(645,977)	744,818
Advances from shareholders	38,595	-
	(644,050)	984,411
DECREASE IN CASH	(13,829)	(8,178)
CASH, beginning of year	13,829	22,007
CASH, end of year	$ -	$ 13,829

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

1. NATURE OF BUSINESS

D&S Railway Construction Inc. is incorporated under the provisions of the Ontario Business Corporations Act and provides railroad construction and maintenance.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for private enterprises and have the following accounting policies:

(a) Revenue recognition

Revenue from railway construction and maintenance are recorded on a percentage of completion basis. Revenue is measured at the fair value of consideration received or receivable.

(b) Inventories

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the specified cost method. Costs include the purchase price, freight and all costs incurred to bring the inventory into use. Net realizable value is the estimated selling price in the ordinary course of business less any applicable variable selling costs. The company periodically estimates the provision for inventory obsolescence and transfers any required or excess provision to the income statement of the year.

(c) Property, plant & equipment

Property, plant and equipment are stated at cost less accumulated amortization. In the year of acquisition, amortization is reduced by one-half. Property, plant and equipment are amortized over their estimated useful lives at the following rates and methods.

Building	5% diminishing balance
Construction equipment	30% diminishing balance
Equipment	20% diminishing balance
Vehicles	30% diminishing balance

Property, plant and equipment are reviewed for impairment whenever events or changes in the circumstances indicate that the carrying value may not be recoverable. If the total of the estimated undiscounted future cash flows is less than the carrying value of the asset, an impairment loss is recognized for the excess of the carrying value over the fair value of the asset during the year the impairment occurs.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(d) Income taxes

The company accounts for income taxes using the taxes payable method under which the company reports as an expense in the year, only the cost of current income taxes for that year, determined in accordance with the rules established by taxation authorities.

(e) Goodwill

The excess of the purchase price over the estimated fair value of identifiable net assets acquired represents goodwill. Goodwill is not amortized. The carrying value of goodwill is compared to its fair value annually to determine if a permanent impairment in value exists, at which time the impairment is recorded as a charge to earnings. At year end, goodwill was not impaired.

(f) Leases

Leases are classified as either capital or operating. At the time the company enters into a capital lease, an asset is recorded with its related long term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

(g) Measurement of financial instruments

The company initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions. The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Financial assets measured at amortized cost include accounts receivable. Financial liabilities measured at amortized cost include bank indebtedness, accounts payable, due to government agencies, long term debt, due to related party and due to shareholders. The company has not designated any financial asset or financial liability to be measured at fair value.

(h) Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amounts of revenue and expenses for the reporting period. Actual results could differ from those estimates. The estimates, however, are reviewed periodically, and, as adjustments become necessary, they are reported in the year they become known. Significant management estimates include allowance for doubtful accounts and provision for inventory obsolescence.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continues)

(i) Cash and cash equivalents

Cash and cash equivalents are defined as cash and highly liquid financial instruments. Due to the short term nature of these assets, the fair value of these instruments is not significantly different from their carrying value.

3. INVENTORY

Inventory consists of railway scrap materials that are refurbished for future use.

4. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2013	Net 2012
Building	$ 45,513	$ 14,888	$ 30,625	$ 32,237
Construction equipment	179,287	127,305	51,982	64,978
Equipment	872,947	630,006	242,941	347,058
Vehicles	70,502	54,052	16,450	23,499
	$ 1,168,249	$ 826,251	$ 341,998	$ 467,772

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

5. LONG TERM DEBT

	2013	2012
Bank of Montreal, equipment loan, with monthly principal payments of $1,787 plus interest at the bank's prime plus 3.00%, secured by the equipment, maturing March, 2016	$ 54,837	$ 76,285
Bank of Montreal, equipment loan, with monthly principal payments of $2,813 plus interest at the bank's prime plus 2.875%, secured by equipment, maturing May, 2020	230,625	261,563
	285,462	337,848
Repayments required within the next 12 months	55,198	55,198
	$ 230,264	$ 282,650

Principal payments until maturity are as follows:

2014	$ 55,198
2015	55,198
2016	45,691
2017	33,750
2018	33,750
thereafter	61,875
	285,462

6. DUE TO RELATED PARTY

	2013	2012
Due to Ebersole Excavating Inc., non-interest bearing, with no set terms of repayment, related by virtue of common control	$ 631,749	$ 1,277,725

Transactions with this related company consist of commercial activities as disclosed in Note 9.

7. DUE TO SHAREHOLDERS

The amounts due to the shareholders are non-interest bearing with no fixed terms of repayment.

D & S RAILWAY CONSTRUCTION INC.

NOTES TO FINANCIAL STATEMENTS
(Unaudited)

AUGUST 31, 2013

10. FINANCIAL INSTRUMENTS (continues)

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The company's main credit risk relate to its accounts receivable. The company provides credit to its clients in the normal course of operations.

11. ECONOMIC DEPENDENCE

During the year approximately 50% of the company's sales were made to three customers.

U

This is Exhibit **U** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAI PANGAN

LATE-MODEL RAIL CONSTRUCTION, MAINTENANCE & GENERAL CONSTRUCTION EQUIPMENT

PUBLIC AUCTION

WEBCAST & ONSITE

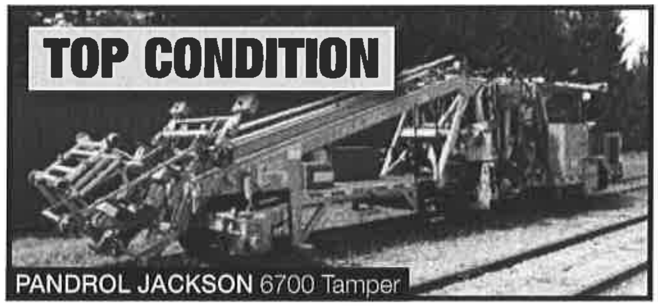
D&S RAILWAY CONSTRUCTION INC.

THURS, DEC. 4TH 2014 @ 10AM EST

PREVIEW & INSPECTION: Wednesday, December 3 from 9am-4pm or by appointment

2194 East Ave., Fort Erie (Stevensville), Ontario

2008 CAT 420E Backhoe



PANDROL JACKSON 6700 Tamper

PANDROL JACKSON 2400 Tamper

CAT 930H Loader

2006 CAT 330DL Excavator

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D&S RAILWAY CONSTRUCTION INC.

WEBCAST & ONSITE

PUBLIC AUCTION

DATE: Thurs., Dec. 4, 2014 at 10am EST

ADDRESS: 2194 East Ave., Fort Erie, (Stevensville), Ontario

PREVIEW: Wed., Dec. 3 from 9am-4pm or by appointment

DRIVING: (DISTANCES) Stevensville is located approximately 90 kms SE from Hamilton ON and approximately 11.5 miles NW of Buffalo NY

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TERMS & CONDITIONS | **PAYMENT:** 25% NON-REFUNDABLE DEPOSIT ON AWARD OF BID, BALANCE DUE IMMEDIATELY AFTER AUCTION. PAYMENT IS CASH, CASHIER'S CHEQUE, CERTIFIED CHEQUE, WIRE TRANSFER, COMPANY CHEQUE ONLY IF ACCOMPANIED BY A LETTER FROM YOUR BANK GUARANTEEING AMOUNT OF CHEQUE FOR DEPOSIT AND/OR PAYMENT IN FULL. NO PERSONAL CHEQUES. FULL PAYMENT MUST BE MADE BEFORE REMOVAL OF PURCHASE. **REMOVAL:** LAST DAY OF REMOVAL IS THURSDAY, DECEMBER 18, 2014, AND AS FURTHER DEFINED IN THE SALE CATALOGUE, EVERYTHING IS SOLD "AS IS, WHERE IS". ALL SALES FINAL. COST AND RESPONSIBILITY FOR REMOVAL OF PURCHASE REMAINS WITH THE PURCHASER. EVERY EFFORT WILL BE MADE TO FACILITATE REMOVAL. WHILE QUANTITIES AND DESCRIPTIONS ARE BELIEVED TO BE ACCURATE, THE AUCTIONEER, OWNERS OR COUNSEL MAKE NO WARRANTIES OR GUARANTEES EITHER EXPRESSED OR IMPLIED AS TO AUTHENTICITY, GENUINENESS OF, OR DEFECTS IN ANY LOT AND WILL NOT BE HELD RESPONSIBLE FOR ANY ADVERTISING DISCREPANCIES OR INACCURACIES. NO WARRANTIES WHATSOEVER ARE MADE AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR USE OF ANY ITEM. MAY WE SUGGEST YOU TAKE FULL ADVANTAGE OF THE PREVIEW AND INSPECTION PERIOD. **SALE SUBJECT TO ADDITIONS, DELETIONS & PRIOR SALES. PLEASE CHECK AVAILABILITY OF EQUIPMENT.**

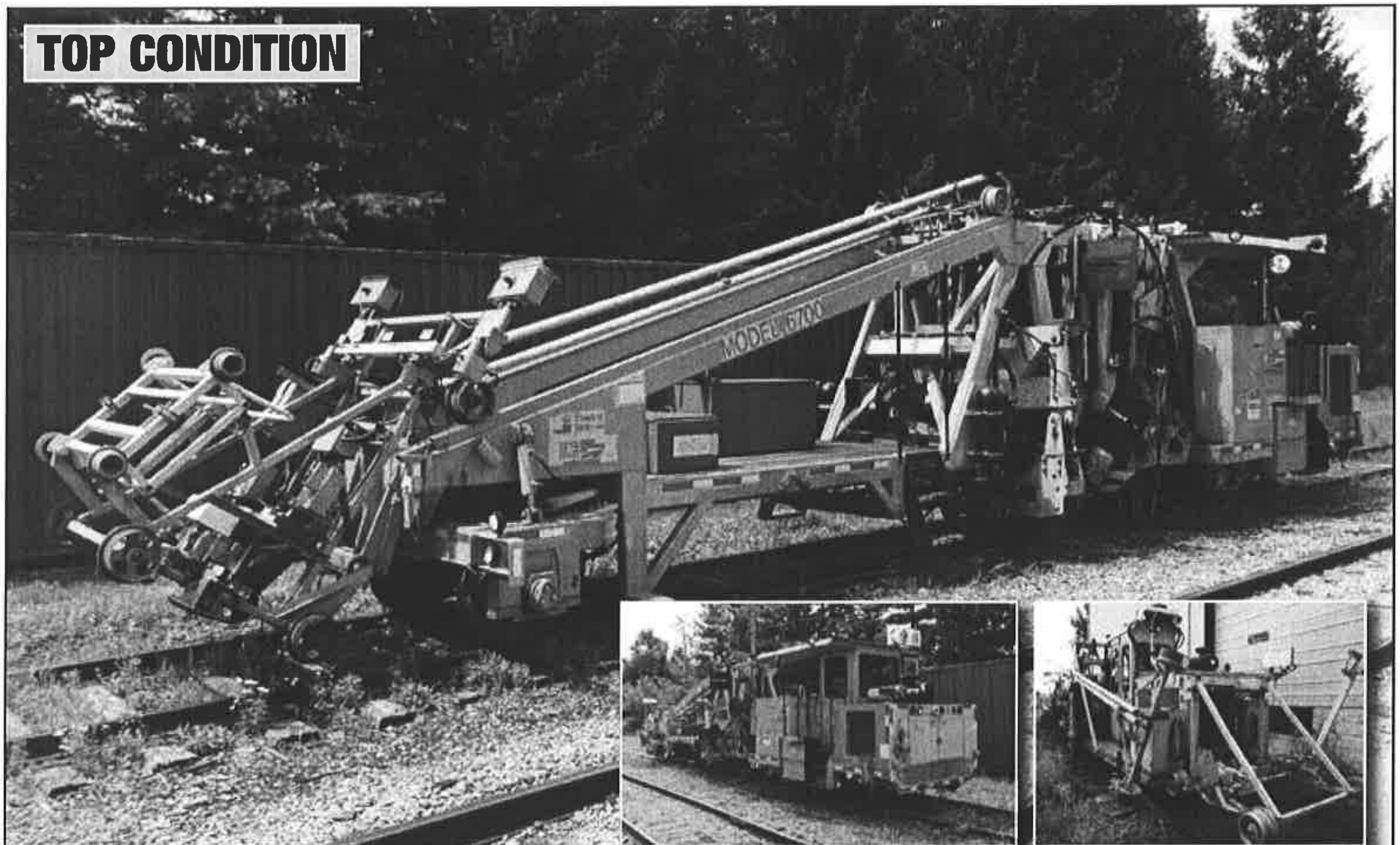
BUYERS PREMIUMS: 15% ON-SITE, 18% ON-LINE

PETTIBONE 441B Speed Swing

PANDROL JACKSON 2400 Tamper

RAILWAY EQUIPMENT

- **PANDROL JACKSON** 6700 Tamper, 9,333 hrs.
- **2006 PANDROL JACKSON** 2400 Tamper, 2,317 hrs., s/n 153366
- **PETTIBONE** 441B Speed Swing w/Mag, 10,105 hrs.
- **1985 GEISMER** Tie Inserter, s/n 85027-195
- **2010 GEISMER** Portable Spiker
- **1979 NORDCO** Ballast Regulator, s/n 7916
- Hydraulic Rail Lifter
- **TELEWELD** Rail Grinder
- **MATWELD** Surface Grinder
- **(2) GEISMER** Gas Spike Pullers
- **GEISMER** Gas Track Bolt Machine
- **MATWELD** Puller & Tools Welding
- Pusher Machine
- Misc. Rail Gear, Platforms, Spikers, Etc.
- Rail Plate and Misc. Inventory
- Rail, Buckets and Misc.



1999 PANDROL JACKSON 6700 Tamper


NORDCO Ballast Regulator


TELEWELD Rail Grinder


GEISMER Portable Spiker


Partial View of Rail Gear & Platforms


Partial View of Rail Inventory

PETERBILT Tri-Axle Tractor

KENWORTH T/A Tractor

KENWORTH Tri-Axle Dump Truck


MACK Tri-Axle Dump Truck

WESTERN STAR BRANT Rail Maintenance Truck

2003 INTERNATIONAL Boom Truck

VOLVO/AUTOCAR Boom Truck

FORD 8000 Boom Truck


RAGLIN Rail Mounted Hopper

PARON 60T Quad-Axle Low Boy


ALUM 48'Flat Deck

DUMP TRUCKS

- **2007 KENWORTH** T800 T/A Dump Cat Ditto, 14" Box, 560,000 km, s/n 1XKDDBOX47J933309
- **2001 MACK** CL713 Tri-Axle Dump E746, CL 713, 8 Spd., 754,000 km, s/n 1M2AD62C11M011078

HIGHWAY TRACTORS

- **2007 KENWORTH** T800 Tractor, Cat C15, 505,000 km, 46 Rears, s/n 1NKDX-BTX17J988958
- **2006 PETERBILT** Tri-Axle Tractor, 16/46 Axles, Cat C15, 745,000 km, s/n 1XPFPBEXX6D878848
- **1985 INTERNATIONAL** Tractor, s/n 1HTLA-HEMXFHA25590

BOOM TRUCKS

- **2003 INTERNATIONAL** 9900I Eagle T/A Boom Truck, Serco Lift Boom, s/n 2HSCHAP-R03C074166
- **1986 FORD** 8000 Boom Truck Pitman HL 52 Boom, s/n 1FDYW80U6GVA40739
- **1996 VOLVO AUTOCAR** Bed Truck w/Lift Arm, s/n 4V5SCBJHOTR515726

TRAILERS

- **2007 PARON** Float Quad Axle 60T Low-Boy, s/n 2P9LB574571059594
- **1988 TALBERT** 40T Float Tri-Axle 42', s/n 40FW0483XJ1007725
- **2001 JC** Float 18' T/A Equip. Float, s/n 2J9B-7VSCX2K001098
- **2000 ALUM** 5-Axle Aluminum 48' Flat Deck, s/n 2T9F144W8XA133069
- **2001 THRUWAY** 5-Axle 48' Flat-Deck, s/n 2T9FA48511011206
- **1991 CBL** Log Trailer Tri-Axle, s/n 2C93SHB-S3MT088676
- **1989 TROMBONE** Trailer T/A 48', s/n 2H8P0452XKR007401
- **1991 RAGLIN** Hopper Rail Mounted Type Belly, s/n 2R9A4P3G1M1011881
- **2012** 18' T/A Enclosed Trailer
- **2008** Landscape Yard Trailer T/A, s/n 5NHVC-CV289N057953
- 8x20 Onsite Office Trailer, 6000W Generator
- **(2)** 8x24 Onsite Office Trailers, 2 Rooms
- 10x30 Office Trailer


CBL Log Trailer

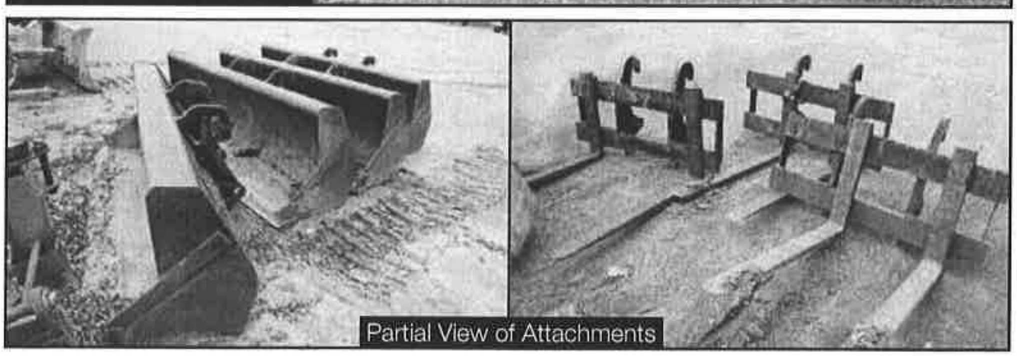
RAIL MOUNTED SERVICE TRUCKS

- **1999 WESTERN STAR BRANT** Rail Mount Service Truck, 292,000 km, s/n 2WLPCCCJ6XK957119
- **2000 FORD** F450 Service Truck XL w/Rail and Service Package, s/n 1FDXW475XYEC07078
- **2000 FORD** F350 Service Truck w/Rail Package, 257,000 km, s/n 1FTSW3IL8YEC49825

RAIL GRAPPLES

- **(2)** KMR632 Rail Grapples


Partial View of Snow Plows


Partial View of Attachments


CAT CH120C Hammer

CAT 330DL Excavator

CASE 9030B Excavator


CAT 215 Excavator

CHAMPION 730A Grader

CAT 930H Loader


CAT 928G Loader

CONSTRUCTION EQUIPMENT

- **2006 CAT** 330DL Excavator 6,140 hrs., 48" Bucket, Clean, s/n MWP00805
- **2005 CAT** 330DL Excavator 48" Bucket, s/n OMWP02693
- **1999 CASE** 9030B Excavator, s/n DAC0302775
- **1986 CAT** 215 Excavator, s/n 4HG01012
- **2008 CAT** 930H Loader, 4,531 hrs., Bucket & Forks, s/n DHC01005
- **1998 CAT** 928G Loader, 13,134 hrs., s/n 6XR00800
- **2008 CAT** 420E Backhoe w/Attachment 5,195 hrs., 4x4, s/n KMW00200
- **2006 CAT** 420E Backhoe w/Attachment, s/n KMW00200
- **2006 CAT** 420D Backhoe w/Attachment, s/n BLN13355
- **2005 CAT** 420D Backhoe w/Attachment, s/n BLN11960
- **2003 CAT** 420D Backhoe w/Attachment, s/n BLN05448
- **2003 CAT** 420D Backhoe w/Attachment 420D IT, 8,303 hrs., 4x4, s/n BLN05422
- **1996 CAT** 416 Backhoe w/Attachment 416B Turbo 4x4, 11,484 hrs., s/n 8ZK08804
- **1994 CHAMPION** 730A Grader Series 11, s/n 24724
- **2001 CASE** 850H Dozer, s/n JJ0296146
- **2006 CAT** 420D Quick Coupler, s/n MC6CT12411
- **CAT** Packer, s/n CSG00467
- **CAT** 420 Hydraulic Packer
- **(6) CAT** IT420 Forks & Carriages
- **CAT** 215 Quick Coupler
- **CAT** 330DL 72" Bucket, Ditching, s/n Z1K15751
- **CAT** 2500 Hoe Hammer, Model H120C
- Assorted Buckets

CASE 850H Dozer

CAT 420D Backhoe

FORD F-450 Rail Service Truck

JOHN DEERE 6415 Tractor

2007 GMC 2500HD Pickup

FINN CX15 Wing Mower

BUHLER Snow Blower

FARM EQUIPMENT
- **JOHN DEERE** 6415 Tractor, 1,863 hrs.
- **JOHN DEERE** CX15 Wing Mower
- **JOHN DEERE** 6415 Snow Blade, s/n L06415D487220
- **JOHN DEERE** F1145 Mower
- **PROMAC** Bush Hog Mower
- **FINN** T-30 Hydroseeder

LIGHT TOWERS
- **WACKER** Portable Light Tower
- **ALLMAND** Portable Light Tower

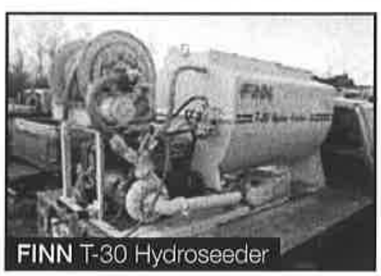
PICKUP TRUCKS
- **(3) 2007 GMC** 2500HD Pickups, s/n 1GTHK24U97E122813, 1GTHK24UO7E176579, 1GTHK29D97E111853
- **2003 GMC** 2500HD Pickups, s/n 1GTHC24U03E348679
- **(2) 2001 GMC** 2500HD Pickups, s/n 1GTHK291X1E2079939, s/n 1GT221C898Z152674
- **2003 DODGE** Ram Pickup, s/n 1D7KU28653J548761
- **1994 DODGE** Ram Pickup w/Finn Hydro Seeder, s/n 1B7KF-26C9R5590169
- **1997 CHEVROLET** 2500 Pickup, s/n 1GCGK24R3VE133973
- **2000 FORD** F350 Pickup, s/n 1FTSW31LXYEC49650

CUBE VANS
- **2007 FORD** E350 Van
- **1993 FORD** E350 Cube Van, s/n 1FDKE30H4PHB68717

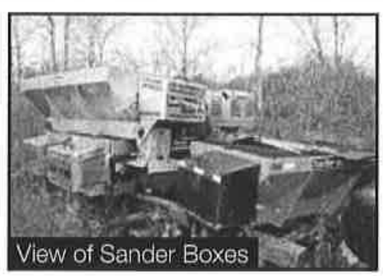
STORAGE CONTAINERS
- **(2)** 8x20 Storage Onsite Container

SNOW REMOVAL EQUIPMENT
- **BUHLER** Snow Blower
- **(2) 2010 BOSS** 10' Snow Plows
- **2009 WESTERN** 10' Snow Plow
- **(2) 2001 BATEMAN** 12' & 10' Snow Plows
- **2001 BATEMAN** 10' Snow Plow
- **WESTERN** Snow Plows
- **FISHER** 7.5 Ft Snow Plow, Unit 20
- **VBOSS** 8.5 Ft Snow Plow, Unit 21
- **MYERS** 7.5 Ft Snow Plow, Unit 10
- **ARCTIC** 7.5 Ft Snow Plow, Unit 14
- **(2) CRAFTSMAN** 30" Snow Blowers

Partial View of Vehicles



FINN T-30 Hydroseeder



View of Sander Boxes

28" Lifting Magnet

Portable Light Tower

Portable Generator

8'x24' Mobile Office

8'x20' Storage Containers

LATE-MODEL RAIL CONSTRUCTION, MAINTENANCE & GENERAL CONSTRUCTION EQUIPMENT

PUBLIC AUCTION

WEBCAST & ONSITE

D&S RAILWAY CONSTRUCTION INC.

THURS, DEC. 4TH @ 10AM EST

PREVIEW & INSPECTION:
Wednesday, December 3 from 9am-4pm or by appointment

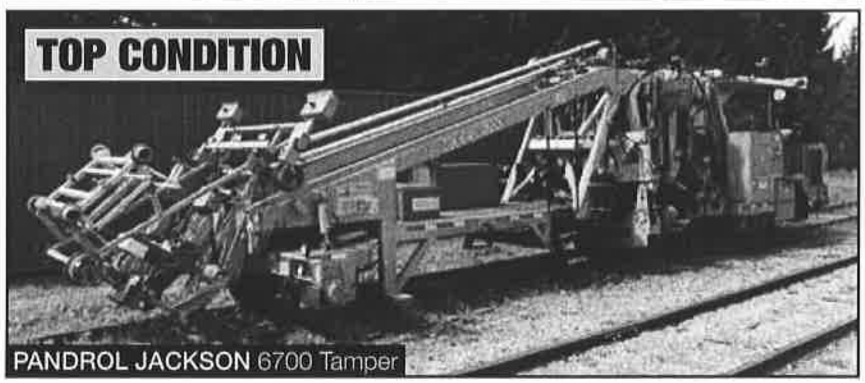
2194 East Ave., Fort Erie (Stevensville), Ontario

2008 CAT 420E Backhoe

2006 CAT 330DL Excavator

CAT 930H Loader

PANDROL JACKSON 2400 Tamper



PANDROL JACKSON 6700 Tamper

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Toronto ON M9W 6L9
Tel: (416) 242-3560
www.maynards.com

IN CONJUNCTION WITH
BIDITUP™ AUCTIONS & APPRAISALS WORLDWIDE
MYRON BOWLING AUCTIONEERS, INC.
www.biditup.com
www.myronbowling.com

Tab V

This is Exhibit **V** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

____
A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Jaipargas, Roger

From: Naumis, Peter <PNaumis@bdo.ca>
Sent: November-17-14 5:54 PM
To: Jaipargas, Roger
Subject: RE: Ebersole Excavating Inc.

Hi Roger,

Thank you for your email below. The Proposal Trustee was not aware of the sale of Ebersole's assets, nor of any discussions or negotiations it was conducting with Maynard's. Further, it remained our understanding that Ebersole was still indebted to the Bank of Montreal ("BMO"). As we discussed on both November 11 and November 12, I had suggested you contact BMO's counsel, Mr. Anthony van Klink, to discuss your clients concerns and get a better understanding of BMO position. Had the Trustee been aware of the sale I would have certainly disclosed the transaction to you at that time.

The fact that Ebersole had ceased operating was divulged in the assumptions filed with their cash flows, which formed material filed with the Court in support of the Proposal application, and with the Office of the Superintendent in Bankruptcy. Further, your client should be in possession of an email from Ebersole's accountant (Casey Bruyn) reporting that the company had employee's up to May 2014 and that the last payroll was June 6, 2014. Management advises that Ebersole had in fact ceased operating prior to filing its Notice of Intention to Make a Proposal. Regardless, the purpose for the Proposal filing was twofold:

i. To bring the interested parties together in an attempt to complete the Niagara project; and
ii. To absolve the director's of any liabilities.

The intention to absolve director's through the proposal filing was reported in the Proposal document circulated to creditors and forms an appendix to the Order Approving Proposal. The Order Approving Proposal was obtained on an application to the Court in which all proven creditors were given advance notice, approximately 2 months, of the Proposal application. During this time the Trustee did not receive any communication or concerns from creditors, nor was the application opposed.

The Trustee reached out to Mr. Detsky on November 7, 2014 to obtain an update on the claims filed and paid out under the bond, for the purpose of participating in any dividend distribution under the Proposal. Prior to that, the last correspondence with Trisura was back on August 15, 2014 with Mr. Detsky in his capacity as inspector in the Proposal administration. If Trisura had any concerns, it was not directed to the Proposal Trustee.

Please let me know if you require anything further.

Regards,

Peter Naumis, B. Comm., CIRP
Vice President
BDO Canada Limited
Direct: (905) 615-6207
pnaumis@bdo.ca

1 City Centre Drive
Suite 1040
Mississauga, Ontario
Canada L5B 1M2
Tel: (905) 615-8787
Fax: (905) 615-1333
www.bdo.ca

'The information contained in this email is confidential information intended only for the addressee(s). If you have received this communication in error, please immediately notify me by telephone at the above noted number (collect if necessary) and delete or destroy any copies of it. Thank you.'

From: Jaipargas, Roger [mailto:RJaipargas@blg.com]
Sent: Friday, November 14, 2014 2:48 PM
To: Naumis, Peter
Subject: Ebersole Excavating Inc.
Importance: High

Hello Peter,

As you know, we are the lawyers for Trisura Guarantee Insurance Company ("Trisura").

Attached herewith is a letter dated November 14, 2014 that was delivered to each of Maynards and John MacDonald (the "BLG Letter"). As you will see from the BLG Letter, Trisura recently learned of a transaction whereby Ebersole Excavating Inc. ("Ebersole Excavating") and/or D&S Railway Construction Inc. ("D&S") sold certain of its assets and property to Maynards. Peter, as you may recall I had discussions with you on each of November 11 and 12, 2014 in order to obtain background and information on the Ebersole Excavating proposal proceedings wherein BDO Canada Limited ("BDO") is acting as proposal trustee as I only got involved in this matter this week. At that time, I understood from our discussions that it was your understanding that the obligations owing to Bank of Montreal ("BMO") were still outstanding. During both of our discussions of November 11 and 12, 2014, there was no mention of any sale of assets by Ebersole to Maynards. I presume that BDO was not aware of the sale of assets? Please confirm that BDO had no knowledge of the transaction with Maynards, nor was BDO aware of the repayment of the obligations of Ebersole Excavating and D&S to BMO when we spoke on November 11 and 12, 2014. I presume that if you were aware of either of these facts that you would have advised me of same.

I understand from our conference call of November 11, 2014 that Ebersole Excavating is no longer an operating business and it no longer has any employees. I further understand that the proposal that has been put forward to the creditors of Ebersole Excavating has been approved by the creditors and that on October 21, 2014 BDO obtained an order approving the proposal from Registrar Wiebe. You were kind enough to provide me with the copy of the order of Master Wiebe by way of an email dated November 12, 2014.

I find it curious that Ebersole Excavating is continuing with the proposal when the company is no longer operating. I would ask you to please provide me with a copy of any evidence that was filed with the Court in support of the order approving the proposal. I would also ask that you advise me as to what if any disclosure was made to either the creditor's or the Court in advance of the approval of the proposal as to the fact that the company would no longer be operating on a go forward basis. Also, can you please advise me of what, if any, information was specifically drawn to the attention of the creditors and/or the Court in connection with the release of claims against the Directors (and others) of the company pursuant to paragraph 9 of the proposal dated July 18, 2014, especially the provision that calls for the release of claims against Directors', Officer's, employees, agents of Ebersole Excavating in respect of claims for breach of trust.

Over the last few days Trisura has been gathering information as to what has transpired in the last few months with Ebersole Excavating. There are many concerns that our client has with what has transpired to date and it strikes us that there are many questions which remain unanswered, not the least of which is whether it is appropriate for this proposal to be implemented, having regard to the events to date and the current state of affairs of the company.

May I please hear from you on the matters set out herein by the close of business on November 17, 2014. I look forward to hearing from you. Many thanks.

Regards,

Roger

Roger Jaipargas
T 416-367-6266 | F 416-361-7067 | rjaipargas@blg.com
Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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W

This is Exhibit **W** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAT

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Requested By: GLORIA, Reference Number: EBERSOLE

Date of Search:
November 12, 2014

Total Cost(including GST):
$56.44

Name Searched:
EBERSOLE EXCAVATING INC.

No writs of execution were retrieved.

HST Registration No.: 130867526

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WRITS OF EXECUTION
OWL® Report

Requested By: GLORIA, Reference Number: EBERSOLE

Date of Search:
November 12, 2014

Total Cost(including GST):
$56.44

Name Searched:
EBERSOLE, DARRELL

No writs of execution were retrieved.

HST Registration No.: 130867526

All 49 Ontario enforcement offices were searched to obtain this result, unless otherwise noted above.

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or call 1-877-462-2739

Requested By: GLORIA, Reference Number: EBERSOLE

Date of Search:
November 12, 2014

Total Cost(including GST):
$56.44

Name Searched:
EBERSOLE, SANDRA

No writs of execution were retrieved.

HST Registration No.: 130867526

All 49 Ontario enforcement offices were searched to obtain this result, unless otherwise noted above.

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WRITS OF EXECUTION
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Requested By: GLORIA, Reference Number: EBERSOLE

Date of Search:
November 12, 2014

Total Cost(including GST):
$56.44

Name Searched:
D & S RAILWAY CONSTRUCTION INC.

The following writs of execution were retrieved:

ENFORCEMENT OFFICE: WELLAND

WRIT NUMBER:
14-0000768

HST Registration No.: 130867526

Ontario

WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF NIAGARA - SOUTH (WELLAND)

CERTIFICATE # / N° DE CERTIFICAT : 24581770-1055963B

DATE OF CERTIFICATE / DATE DU CERTIFICAT : 2014-NOV-12

SHERIFF'S STATEMENT

IT IS HEREBY CERTIFIED THAT THE INFORMATION CONTAINED BELOW IS A TRUE REPRESENTATION OF INFORMATION WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT*, AT THE TIME OF THE REPORT REQUEST.

DÉCLARATION DU SHÉRIF

IL EST CERTIFIÉ, PAR LA PRÉSENTE, QUE LES RENSEIGNEMENTS CI-APRÈS REPRODUISENT EXACTEMENT L'INFORMATION CONTENUE DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA DEMANDE DE RAPPORT.

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE :	14-0000768
ISSUE DATE / DATE DE DÉLIVRANCE :	2014-SEP-30
EFFECTIVE DATE / DATE DE PRISE D'EFFET :	2014-OCT-01
COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE :	CV-14-508537
COURT TYPE / TYPE DE TRIBUNAL :	SCJ - CIVIL
JURISDICTION / TERRITOIRE DE COMPÉTENCE :	TORONTO

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)

#	DEBTOR TYPE / TYPE DE DÉBITEUR	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
1.	COMPANY / SOCIÉTÉ	D & S RAILWAY CONSTRUCTION INC.

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR

1.	**NAME / NOM**	D & S RAILWAY CONSTRUCTION INC.
	ADDRESS / ADRESSE :	2194 EAST AVENUE, STEVENSVILLE, ONTARIO, L0S 1S0

CREDITOR / CRÉANCIER ☐ **C/O LAWYER/AGENT / A/S PROCUREUR/AGENT**

1.	**COMPANY / SOCIÉTÉ**	KOPPERS INC.
	ADDRESS / ADRESSE :	C/O FOGLER, RUBINOFF LLP 77 KING STREET WEST, PO BOX 95, SUITE 3000, TORONTO, ONTARIO, M5K 1G8

LAWYER/AGENT / PROCUREUR/AGENT ☐ SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER

NAME / NOM	MACDOUGALL, W. ROSS
FIRM NAME / NOM DE L'ENTREPRISE	FOGLER, RUBINOFF LLP
ADDRESS / ADRESSE	77 KING STREET WEST PO BOX 95, SUITE 3000 TORONTO ONTARIO M5K 1G8 TEL: 4168649700 FAX: 4169418852

FINANCIAL TRANSACTIONS / OPÉRATIONS FINANCIÈRES

#	FEE OR PAYMENT / FRAIS OU PAIEMENT	TRANSACTION DATE / DATE D'OPÉRATION	AMOUNT / MONTANT	REFERENCE OR NOTES / RÉFÉRENCE OU NOTES
1.	FEE / FRAIS	2014-SEP-30	CDN 188.84	REMOTE ISSUE/FILE

COMMENTS / REMARQUES

ISSUED & FILED BY SABRINA SANTOIANNI ON SEP 30, 2014 01:46 PM REMOTELY ON PAYMENT OF A FEE OF $188.84

JUDG CURR: USD, JUDG AMOUNT: 32449.99

JUDG INTE RATE: 3.0000, JUDG START DATE: 2014-08-26

JUDG DEBTOR: D & S RAILWAY CONSTRUCTION INC.

AN AMT IN CDN $ SUFFICIENT TO PURCHASE $32,449.99 USD AT CLOSE OF BUSINESS ON THE 1ST DAY THE BANK QUOTES A CDN $ RATE FOR THE PURCHASE OF US$ BEFORE THE DAY OF PAYMENT IS RECEIVED BY CREDITOR

COST CURR: CDN, COST AMOUNT: 1150.00

COST INTE RATE: 3.0000, COST START DATE: 2014-08-26

CAUTION:

ENSURE THAT THE NAME AND EXECUTION# (NUMBER) MATCH YOUR REQUEST.

AVERTISSEMENT :

ASSUREZ-VOUS QUE LE NOM ET LE NUMÉRO DU DOSSIER D'EXÉCUTION FORCÉE SONT LES MÊMES QUE CEUX QUI SE TROUVENT DANS VOTRE DEMANDE.

CHARGE FOR THIS REPORT / FRAIS POUR CE RAPPORT : CDN 6.00

REQUESTER REFERENCE / REFERENCE CONCERNANT L'AUTEUR DE LA DEMANDE : EBERSOLE

X

This is Exhibit **X** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

____
A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

CONSENT
(Appointment of Interim Receiver)

Grant Thornton Limited hereby consents to act as the court-appointed interim receiver of the assets, properties and undertaking of Ebersole Excavating Inc. and D&S Railway Construction Inc. in accordance with an order substantially in the form requested by the Applicant.

November 20, 2014

GRANT THORNTON LIMITED

By:
Name: Jake Wiebe
Title: Senior Vice-President

Court File No.

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY - and - **EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.**

Applicant — Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

CONSENT
(Appointment of Interim Receiver)

BORDEN LADNER GERVAIS LLP
40 King Street West
Toronto, Ontario
M5H 3Y4

ROGER JAIPARGAS
Tel: (416) 367-6266
Fax: (416) 361-7067
Email: rjaipargas@blg.com
LSUC# 43275C

ANDREW HODHOD
Tel: (416) 367-6290
Fax: (416) 361-2799
Email: ahodhod@blg.com
LSUC#66314K

Lawyers for the Applicant

Y

This is Exhibit **Y** referred to in the
Affidavit of STUART DETSKY
Sworn before me, this
day of November, 2014.

A Commissioner for Taking Affidavits
ROGER JAIPARGAS

Splawski, Graham

From:	Jaipargas, Roger
Sent:	November-20-14 3:32 PM
To:	Splawski, Graham
Subject:	FW: Ebersole FW: Sale of Equipment.

Y.

From: Bandiera, Victor [mailto:victor.bandiera@trisura.com]
Sent: November-19-14 12:51 PM
To: Jaipargas, Roger
Cc: MacLellan, James W.; Detsky, Stuart
Subject: Ebersole FW: Sale of Equipment.

See Ebersole's response to Maynard's below.

VB

Victor Bandiera
Vice President, Construction Services

Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22, Toronto, ON M5H 2R2
T 416.607.2123, M 416.433.8516
victor.bandiera@trisura.com

TRISURA

From: Kucman, Chris
Sent: Wednesday, November 19, 2014 12:48 PM
To: Bandiera, Victor; Detsky, Stuart
Subject: FW: Sale of Equipment.

fyi

Chris Kucman
Vice President, Surety

Trisura Guarantee Insurance Company
T 416.607.2119, F 416.214.9597, M 416.460.2423

From: Ebersole Excavating [mailto:ebersole@bellnet.ca]
Sent: Wednesday, November 19, 2014 11:54 AM
To: 'Mike McIntosh'
Cc: Kucman, Chris
Subject: Sale of Equipment.

Please note that any correspondance concerning this matter be sent directly to our lawyer Bruce Jaeger his email bjaeger@fijlaw.com. Do not contact us directly.

TAB 3

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	[●]DAY, THE [●] DAY
	)	
JUSTICE	)	OF NOVEMBER, 2014

B E T W E E N:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ORDER
(Appointment of Interim Receiver)

THIS APPLICATION made by the Trisura Guarantee Insurance Company for an Order pursuant to section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Grant Thornton Limited as interim receiver (in such capacities, the "Interim Receiver") without security, of all of the assets, undertakings and properties of Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Stuart Detsky sworn November 24, 2014 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for any other party although duly served as appears from the affidavit of service of [●] sworn November [●], 2014 and on reading the consent of Grant Thornton Limited to act as the Interim Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47 of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property"), until December 26, 2014.

INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Interim Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

(k) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

(l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtors;

(n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(o) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all

such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Interim Receiver shall provide each of the relevant landlords with notice of the Interim Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Interim Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Interim Receiver, or by further Order of this Court upon application by the Interim Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and

suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE INTERIM RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date

of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the "Post Interim Receivership Accounts") and the monies standing to the credit of such Post Interim Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Interim Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim Receiver's Charge") on the Property, as security for such fees and disbursements,

both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

21. THIS COURT ORDERS that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Interim Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.grantthornton.ca\ebersole.

THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

LIFT OF THE STAY OF PROCEEDINGS

26. THIS COURT ORDERS that the stay of proceedings provided for in section 69.1 of the BIA in respect of the Proposal filed by Ebersole Excavating Inc. be and is hereby lifted so that the Applicant can commence the within Application for the appointment of the Interim Receiver over the Property of the Debtors.

GENERAL

27. THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's

security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that Grant Thornton Limited, the interim receiver (the "Interim Receiver") of the assets, undertakings and properties Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ______________, 20__ (the "Order") made in an action having Court file number __-CL-_______, has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of $__________, being part of the total principal sum of $__________ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of ___________________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _______________, 20__.

Grant Thornton Limited, solely in its capacity as Interim Receiver of Ebersole Excavating Inc. and D & S Railway Construction Inc., and not in its personal capacity

Per: ______________________________

Name:

Title:

Court File No.

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY - and - **EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.**

Applicant | Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointment of Interim Receiver)

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Lawyers for the Applicant

TOR01: 5762808: v8

TAB 4

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ______

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~—~~	)	~~—~~ [•]DAY, THE ~~—~~[•]
~~DAY~~		
	)	
JUSTICE ______	)	OF ______,
~~20~~ NOVEMBER, 2014		

~~**PLAINTIFF**[1]~~

~~Plaintiff~~

B E T W E E N:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

~~**DEFENDANT**~~

~~Defendant~~

EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

ORDER

(~~appointing~~Appointment of Interim Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff[2]~~Trisura Guarantee Insurance Company for an Order pursuant to section ~~243(1)~~47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME] as~~Grant Thornton Limited as interim receiver ~~[and manager]~~ (in such capacities, the "Interim Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor~~Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Stuart Detsky sworn ~~[DATE]~~November 24, 2014 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, no one appearing for ~~[NAME]~~any other party although duly served as appears from the affidavit of service of [~~NAME~~●] sworn ~~[DATE]~~November [●], 2014 and on reading the consent of ~~[RECEIVER'S NAME]~~Grant Thornton Limited to act as the Interim Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated[3] so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section ~~243(1)~~47 of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Grant Thornton Limited is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (the "Property")~~.~~, until December 26, 2014.

~~[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

~~[3] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

INTERIM RECEIVER'S POWERS

3. THIS COURT ORDERS that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the

~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

(g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Interim Receiver, and to settle or compromise any such proceedings.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;

~~(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,~~

~~(i) without the approval of this Court in respect of any transaction not exceeding $________, provided that the aggregate consideration for all such transactions does not exceed $__________; and~~

[4] ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(ii) ~~with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;~~

~~and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,][5] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(l)~~ ~~to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

(k) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

(l) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(m) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the ~~Debtor~~Debtors;

(n) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;

[5] ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

(o) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and

(p) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. THIS COURT ORDERS that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Interim Receiver shall provide each of the relevant landlords with notice of the Interim Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Interim Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Interim Receiver, or by further Order of this Court upon application by the Interim Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Debtors, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE INTERIM RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from

discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. THIS COURT ORDERS that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Interim Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Interim Receiver shall disclose

personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Interim Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[6]

19. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

[6] ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

FUNDING OF THE INTERIM RECEIVERSHIP

21. THIS COURT ORDERS that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Interim Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List

website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~'<@>'~~www.grantthornton.ca\ebersole.

~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

LIFT OF THE STAY OF PROCEEDINGS

26. THIS COURT ORDERS that the stay of proceedings provided for in section 69.1 of the BIA in respect of the Proposal filed by Ebersole Excavating Inc. be and is hereby lifted so that the Applicant can commence the within Application for the appointment of the Interim Receiver over the Property of the Debtors.

GENERAL

27. THIS COURT ORDERS that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~Application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff'~~Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $____________________

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~Grant Thornton Limited, the interim receiver (the "Interim Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~Ebersole Excavating Inc. and D & S Railway Construction Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ______________, 20__ (the "Order") made in an action having Court file number __-CL-_______, has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of $__________, being part of the total principal sum of $__________ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of ~~Bank of~~ ____________________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of ______________, 20__.

~~[RECEIVER'S NAME]~~Grant Thornton Limited, solely in its capacity as Interim Receiver of ~~the Property~~Ebersole Excavating Inc. and D & S Railway Construction Inc., and not in its personal capacity

Per: ______________________________

Name:

Title:

Court File No. ____________

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

TRISURA GUARANTEE INSURANCE COMPANY - and - **EBERSOLE EXCAVATING INC. AND D&S RAILWAY CONSTRUCTION INC.**

Applicant
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointment of Interim Receiver)

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Document comparison by Workshare Compare on November-23-14 1:17:53 PM

Input:	
Document 1 ID	PowerDocs://TOR01/5762808/1
Description	TOR01-#5762808-v1-Trisura/Ebersole_-_Order_re_Appointment_of_Interim_Receiver
Document 2 ID	PowerDocs://TOR01/5762808/8
Description	TOR01-#5762808-v8-Trisura/Ebersole_-_Order_re_Appointment_of_Interim_Receiver
Rendering set	Standard

Legend:	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Insertions	226
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Moved to	0
Style change	0
Format changed	0
Total changes	339

Court File No.

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

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Applicant Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

APPLICATION RECORD
(Appointment of Interim Receiver)

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