

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

TRISURA GUARANTEE INSURANCE COMPANY

Applicant

- and -

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

Respondent

**SECOND AFFIDAVIT OF STUART DETSKY
(Sworn April 6, 2015)**

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

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 to below, 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 is filed with respect to the motion of the Receiver dated February 25, 2015 seeking various relief, including an order authorizing the Receiver to distribute the Remaining Funds in the Receiver's possession as defined in the Receiver's First

Report dated February 24, 2015 ("**First Report**") which is included at Tab E of the Receiver's motion record dated February 25, 2015. This affidavit is supplementary to my first affidavit in this proceeding, sworn November 24, 2014, (the "**First Detsky Affidavit**") that was filed in support of Trisura's application 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**") (together the "**Debtors**"). The First Detsky Affidavit is included at Tab 2 of the Receiver's motion record herein.

3. All capitalized terms in this second affidavit have the same meanings as set forth in the First Detsky Affidavit and the First Report of the Receiver included at Tab E of the Receiver's motion record herein.

4. As set forth in more detail in the First Detsky Affidavit, the Debtors, together with their principal directors Darrell Ebersole ("**Darrell**") and Sandra Ebersole ("**Sandra**"), are indebted to Trisura pursuant to the surety bonding facilities described in the First Detsky Affidavit. As security for repayment of that indebtedness Trisura holds security interests in all of the assets of the Debtors, Darrell and Sandra. Those security interests were perfected by registration pursuant to the Ontario *Personal Property Security Act* ("**PPSA**").

5. Again as set forth in more detail in the First Detsky Affidavit and the Receiver's First Report, prior to the order placing Ebersole and D&S into interim receivership on November 26, 2014 Maynards Industrial Limited ("**Maynards**") entered into an agreement with D&S to purchase certain purported assets of D&S that were subject to Trisura's security. Although Trisura's security interest was registered under the PPSA Trisura did not receive notice of the purported sale by D&S to Maynards.

6. It was Maynards' intention to sell the purchased assets at auction after closing of the purchase from D&S. Upon learning of the Maynards/D&S transaction Trisura commenced this application and obtained the Interim Receivership Order before the auction was held. However, upon the consent of all interested parties, the Interim Receivership Order (para. 28 thereof) permitted Maynards to conduct the auction on a number of conditions, including the condition that the proceeds of sale, after certain permitted payments, would be held by the Interim Receiver pending further order of the court.

7. The auction was completed and the net proceeds, referred to as the Remaining Funds, are currently held by the Receiver. Trisura did not receive any of the proceeds of sale from the auction and its registered security under the PPSA was not discharged.

8. The Receiver has now brought this motion for an order determining the relative entitlements of the interested parties to the Remaining Funds and authorizing it to disburse the Remaining Funds in accordance with such determination.

9. Trisura claims a first priority interest in the Remaining Funds on the grounds that the Remaining Funds constitute the proceeds of the collateral covered by Trisura's registered security interests in the assets of the Debtors, Darrell and Sandra, which security interests were not discharged by the purported purchase and sale transaction between Maynards and D&S.

10. The details of the agreement of purchase and sale between Maynards and D&S are set forth in an affidavit sworn by Michael B. McIntosh, a senior executive of Maynards, on November 25, 2014 (the "**McIntosh Affidavit**"). The McIntosh Affidavit is contained in a motion record in a separate action commenced by Maynards against D&S, Darrell and Sandra in the Ontario Superior Court of Justice court file number CV-14-516690 commenced on November 21, 2014, shortly before the interim receivership order in this proceeding was issued. A copy of the motion record was provided to Trisura's counsel by Maynards' counsel and is attached hereto as **Exhibit "A"**.

11. The assets sold at the Maynards auction consisted largely of equipment. Maynards' counsel provided a list of the assets sold at the auction (referred to as a "**Sales Report**"), a copy of which is attached hereto as **Exhibit "B"**.

12. Certain of the assets listed on the Maynards Sales Report appear to bear serial numbers or vehicle identification numbers ("**VINs**"). I am informed by Trisura's counsel that the Receiver conducted searches of the Ontario Ministry of Transportation records to determine the registered ownership of those assets on the Sales Report which apparently bear VINs and provided copies of its search results to counsel. A copy of the Receiver's search results are attached hereto as **Exhibit "C"**.

13. The ownership searches at Exhibit "C" indicate that the majority of assets listed on the Maynards Sales Report, and which bear VINs, were registered in the name of Darrell personally and not D&S.

SWORN BEFORE ME at the)
)
City of Toronto, in the Province)
)
of Ontario, this 6th day of)
)
April, 2015)


Arthur Nahas, a Commissioner, etc.,
Province of Ontario, while a **Student-at-Law**.
Expires May 10, 2016.

A Commissioner of Oaths, etc.


STUART DETSKY

This is Exhibit "A" to the Second
Affidavit of Stuart Detsky, sworn before
me this 6th day of April, 2015.



Arthur Nahas, a Commissioner, etc.,
Province of Ontario, while a **Student-at-Law**.
Expires May 10, 2016.

A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MAYNARDS INDUSTRIES LTD.

Plaintiff

and

D & S RAILWAY CONSTRUCTION INC., DARRELL EBERSOLE and
SANDRA EBERSOLE

Defendants

MOTION RECORD

November 25, 2014

FOGLER, RUBINOFF LLP

Lawyers

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Toronto, ON M5K 1G8

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Joshua R. Freeman (LSUC# 55823J)

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Lawyers for the Plaintiff

TO: **D & S RAILWAY CONSTRUCTION INC.**
2194 East Avenue
Stevensville ON L0S 1S0

Defendant

AND TO: **DARRELL EBERSOLE**
2194 East Avenue
Stevensville ON L0S 1S0

Defendant

AND TO: **SANDRA EBERSOLE**
2194 East Avenue
Stevensville ON L0S 1S0

Defendant

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

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Defendants

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MAYNARDS INDUSTRIES LTD.

Plaintiff

and

D & S RAILWAY CONSTRUCTION INC., DARRELL EBERSOLE and
SANDRA EBERSOLE

Defendants

NOTICE OF MOTION

The Plaintiff will make a Motion to a Judge as soon as the Motion can be heard at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard

☐ in writing under subrule 37.12.1(1) because it is;

☐ in writing as an opposed motion under subrule 37.12.1(4);

☒ orally.

THE MOTION IS FOR

- (a) a mandatory injunctive order requiring that the Defendants immediately pay into Court the sum of \$1,350,000.00, plus such other sums as may be required to secure future payment of any judgment or costs that may be awarded against the Defendants or any of them;

(b) pending satisfaction in full of item (a) above and further order of this Honourable Court, mandatory injunctive orders as follows:

(1) an order prohibiting the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole or any of them from:

(i) Removing from Ontario or in any way disposing of, dissipating, selling, assigning, dealing with, transferring, conveying, encumbering or diminishing the value of, any of their assets, including real and personal property, wherever located, whether held in their own names or not, and whether jointly or solely owned, directly or indirectly owned beneficially or otherwise, including but not limited to the property located at the municipal address of 2194 East Avenue, Stevensville, Ontario, legally described as PT LT 9 CON 11 NIAGARA RIVER BERTIE PT 1 & 2 59R8692; S/T BE35136 FORT ERIE [Pin no. 6244-0134 (LT) in LRO no. 59];

(ii) Without limiting the generality of item (i), issuing cheques or drafts on, withdrawing or transferring any money from or in any dealing with accounts in their names, including at any bank, trust company, financial institution, other depository or investment companies, including the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100

King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444;

- (iii) Without limiting the generality of items (i) and (ii), disposing of, selling, dissipating, dealing with, transferring, assigning or encumbering all or any part of the funds which were received from any of the Defendants from the Plaintiff, including any property which may have been purchased with such funds or the subject matter of loans which may have been repaid in whole or in part with such funds, including property such as shares, or other valuables held in any account or to the credit of the Defendants or any of them or held on behalf of the Defendants or any of them, whether jointly or solely owned, directly or indirectly, beneficially or otherwise; provided that if any real property referred to herein is sold the net proceeds after payment of current mortgages, real estate commission, realty taxes and reasonable legal fees shall be paid into Court to the credit of this action;
- (iv) Without limiting the generality of items (i) through (iii), disposing of, selling, dissipating, dealing with, transferring, assigning or encumbering all or any part of the interest of the Defendants or any of them in any real property; and

- (v) Assisting, directly or indirectly, in any of the acts prohibited in items (i) through (iv) or doing any act, the effect of which is to contravene any of items (i) through (iv);
- (II) that any and all bank, trust, investment or other accounts into which any funds were placed, deposited or received by or on behalf of the Defendants, including the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444 be frozen pending further Order of this Court;
- (III) an order that the Defendants shall forthwith identify any location, including any bank, trust company or financial institution where any of them maintain any and all bank accounts, investment accounts, safety deposit boxes or any other cash deposits, assets and valuables of any kind, and immediately provide the lawyers for the Plaintiff with all documents in their possession or power associated with or relating to the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444, as well as any other accounts held or owned by the Defendants, whether jointly or solely owned, directly or indirectly owned beneficially or otherwise;
- (IV) an order that the Defendants shall forthwith and in any event, not later than seven (7) days from the date of this Order, provide the lawyers for the

Plaintiff with an Affidavit listing all of their property and assets located in Ontario and elsewhere, whether in their own names or not and whether jointly or solely owned, beneficially, legally or otherwise and include in such Affidavit, the location and details of all such assets;

- (V) an order that the Defendants or any of them shall forthwith and in any event, not later than seven (7) days from the date of this Order, provide the lawyers for the Plaintiff with copies of all documents in their possession related to any security currently or previously granted by the Defendants or any of them and/or registered over the Assets or any of them and/or which pertain in any way to the Assets and any interests acquired or granted in favour of or by the Defendants or any of them therein;
- (VI) an order that the Defendants or any of them shall forthwith and in any event, not later than seven (7) days from the date of this Order, provide the lawyers for the Plaintiff with copies of all documents in their possession which pertain in any way to any charge cards, accounts, deposits or investments standing in their names or any of them and whether alone or jointly with any other person, which pertain in any way to any financial transactions entered into by any of these Defendants, including, without limiting the generality of the foregoing, pertaining to the purchase of drafts or money orders or the making or receiving of wire transfers
- (VII) an order that any person, bank or financial institution served with a copy of any of the orders described in items (I) through (VI) above shall

immediately take any and all reasonable steps to prevent the withdrawal or other dissipation of any amounts held on deposit, invested or held in the names of the Defendants or any of them whether in trust or otherwise, pending further Order of the Court that is contrary to this Order; and

(VIII) an order that, without limiting the ambit or generality of any of the foregoing, the Defendants shall immediately take any and all reasonable steps to prevent the withdrawal or any other disposition of any funds from the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444, as well as any other accounts in the names of these Defendants or any of them pending further order of this Honourable Court;

- (c) an Order that service on the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, of the materials used in this motion is hereby dispensed with, validated in the manner effected and/or the time in which these materials were served is abridged so that this motion is properly returnable today and hereby dispenses with further service thereof;
- (d) an Order that this action and/or the hearing of this motion be transferred from the Ontario Superior Court of Justice to the Ontario Superior Court of Justice – Commercial List and consolidated with the Application brought pursuant to s. 47 of the *Bankruptcy and Insolvency Act* by Trisura against et.al. (Court File No. to be assigned) (the "**Trisura Receivership Application**");

- (e) the costs of this motion, plus all applicable taxes; and
- (f) such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE

- (a) The Plaintiff purchased various assets from the Defendant D & S Railway Construction Inc. ("**D&S Railway**") pursuant to a Purchase and Sale Agreement dated October 31, 2014 (the "**Agreement**").
- (b) The Assets purchased by the Plaintiff from D&S Railway pursuant to the Agreement (the "**Assets**") were to be delivered free and clear of any encumbrances.
- (c) The Defendants represented to the Plaintiff that the Assets would be delivered free and clear of all encumbrances or with all arrangements in place to enable the discharge of all encumbrances.
- (d) D&S Railway and the Ebersoles knew that they could not or would not be in a position to make good on these representations.
- (e) Maynards relied on these representations to move forward with the purchase/sale transaction.
- (f) The Plaintiff paid to D&S Railway the agreed upon purchase price for the Assets under the Agreement on October 31, 2014.
- (g) All proceeds of the sale were to be held by the Defendants and used for no purpose other than fulfilling arrangements with all secured creditors to effect the

discharge of all security in the Assets in trust pending all discharges being available for all security interests in the Assets.

- (h) The Defendants have refused, failed or otherwise neglected to effect the discharge of the registration under the PPSA in favour of Trisura Guarantee Insurance Company as file no. 694675377 and registration no. 20140326 1003 1462 0933.
- (i) The Defendants have conducted their affairs in order to abscond with, deplete or otherwise dissipate the proceeds of the sale before Maynards could detect their wrongful intentions/conduct and ensure the proper discharge of any security interests registered against the Assets.
- (j) Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) The Pleadings exchanged in this proceeding;
- (b) The Affidavit of Michael McIntosh, sworn November 25, 2014;
- (c) All materials file in respect of the Trisura Receivership Application, including but not limited to the Affidavit of Stuart Detsky, sworn November 24, 2014; and
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 25, 2014

FOGLER, RUBINOFF LLP

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TO: **D & S RAILWAY CONSTRUCTION INC.**

2194 East Avenue
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Defendant

AND TO: **DARRELL EBERSOLE**

2194 East Avenue
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Defendant

AND TO: **SANDRA EBERSOLE**

2194 East Avenue
Stevensville ON L0S 1S0

Defendant

MAYNARDS INDUSTRIES LTD.
Plaintiff

-and- D & S RAILWAY CONSTRUCTION INC. et al.
Defendants

Court File No. CV-14-516690

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

FOGLER, RUBINOFF LLP

Lawyers

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Lawyers for the Plaintiff

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MAYNARDS INDUSTRIES LTD.

Plaintiff

and

D & S RAILWAY CONSTRUCTION INC., DARRELL EBERSOLE and
SANDRA EBERSOLE

Defendants

**AFFIDAVIT OF MICHAEL B. MCINTOSH
(SWORN NOVEMBER 25, 2014)**

I, Michael McIntosh, of the Town of Oakville, in the Province of Ontario, MAKE OATH
AND SAY:

I. I am an Executive Vice-President of the Plaintiff, Maynards Industries Ltd. ("Maynards"). I am the individual at Maynards who was responsible for the negotiation and completion of the purchase/sale transaction with the Defendant D & S Railway Construction Inc. ("D&S Railway") which forms the subject of this litigation. As such, I have knowledge of the matters contained in this affidavit. Where I do not have personal knowledge, I base the statements made in this affidavit on information I have obtained from others, in which case, I state the source of my information and believe such information to be true.

The Parties

2. Maynards is a company incorporated pursuant to the laws of the Province of British Columbia. At all material times, Maynards carried on business in the Province of Ontario. Attached hereto and marked as "**Exhibit A**" to this affidavit are copies of the BC Company Summary and Ontario Corporate Profile Report of Maynards.

3. Maynards are auctioneers and global experts in asset auctions, liquidation and asset valuation appraisal services, with offices located in Canada, the United States, Europe, Japan and China.

4. Since 1902, Maynards has specialized in the asset conversion of commercial inventories and industrial equipment, and provided comprehensive asset valuation services for collateral-based lending, asset disposition and acquisition.

5. At over one hundred (100) asset auctions and liquidations annually, Maynards sells assets on behalf of others for a commission or flat fee for conducting same or will purchase the assets and then resell them.

6. D&S Railway is a company incorporated pursuant to the laws of the Province of Ontario. The registered head office of D&S Railway is located in the community of Stevensville, in the Town of Fort Erie, in the Province of Ontario. Attached hereto and marked as "**Exhibit B**" to this affidavit is a copy of the Corporate Profile Report of D&S Railway.

7. D&S Railway provided railroad construction and maintenance services in the Province of Ontario. Attached hereto and marked as "**Exhibit C**" to this affidavit is a printout of various

information about D&S Railway and the services provided by it on D&S Railway's website (www.dnsrailway.ca).

8. The Defendant Darrell Ebersole is an individual resident in the community of Stevensville, in the Town of Fort Erie, in the Province of Ontario.

9. The Defendant Sandra Ebersole (hereinafter referred to collectively with Darrell Ebersole as the "**Ebersoles**") is an individual resident in the community of Stevensville, in the Town of Fort Erie, in the Province of Ontario.

10. At all material times, the Ebersoles were the sole officers and directors of D&S Railway and acted as the principals and directing minds of D&S Railway.

The Purchase/Sale Transaction

11. In or around Summer, 2014, Maynards was introduced to Robert Fowler of R&R Mergers and Acquisitions ("**R&R**") who was seeking a purchaser for various assets of D&S Railway on behalf of D&S Railway. In particular, D&S Railway was seeking a purchaser which would purchase from D&S Railway approximately one hundred and ten (110) pieces of equipment, inclusive of a substantial number of motor vehicles and appurtenances thereto, together with other miscellaneous equipment used in the construction of railways.

12. Negotiations of the purchase/sale transaction described above continued between myself, on behalf of Maynards, and Mr. Fowler of R&R on behalf of D&S Railway through and to Fall, 2014 and culminated in the formation of the Purchase and Sale Agreement dated October 31, 2014, between D&S Railway, as vendor, and Maynards, as purchaser (the "**Agreement**"). Attached hereto and marked as "**Exhibit D**" to this affidavit is a copy of the Agreement.

13. Schedule A to the Agreement contained an exhaustive list of all equipment that D&S Railway agreed to sell and that Maynards agreed to purchase thereunder (the "**Assets**").

14. Pursuant to section 5.1 of the Agreement, D&S Railway agreed, covenanted, warranted and undertook that the Assets delivered to Maynards in accordance with the Agreement would be free and clear of all liens, charges and other encumbrances.

15. Pursuant to section 2.1 of the Agreement, the purchase price for the Assets was \$1,350,000.00, inclusive of all applicable taxes (the "**Purchase Price**").

Security Registered over the Assets

16. Security had been granted by D&S Railway over various of its assets, which security was still registered. In particular, I am advised by Maynards' lawyers that the following registrations were made under the *Personal Property Security Act* (Ontario) ("**PPSA**"):

File No.	Registration No.	Secured Party	Current Status
620706141	20051122 1701 8077 6370	Caterpillar Financial Services Limited	Discharged
623780658	20060329 1453 1530 4152	Bank of Montreal	Discharged
623780667	20060329 1453 1530 4153	Bank of Montreal	Discharged
630011763	20061024 1451 1530 6141	Bank of Montreal	Discharged
694675377	20140326 1003 1462 0933	Trisura Guarantee Insurance Company	Active

Attached hereto and marked as "**Exhibit E**" to this affidavit is a copy of the results of a search of the Personal Property Security Registration System for D&S Railway conducted on November 18, 2014.

17. When negotiating the purchase/sale transaction between the parties that culminated in the Agreement and in closing this transaction, Maynards was not represented by legal counsel.

18. I attempted, on behalf of Maynards, to review any PPSA registrations over the assets of D&S Railway and, in particular, any registrations that may have indicated that any of the Assets were pledged as security and/or were the subject of any PPSA registrations.

19. In my review of the PPSA search results that I had obtained prior to the completion of the purchase/sale transaction, I identified that security had been registered by Caterpillar Financial Services Limited and Bank of Montreal over assets of D&S Railway. I inadvertently missed the registration in favour of Trisura Guarantee Insurance Company ("Trisura") and was thus unaware that Trisura had any interest in the assets of D&S Railway. In particular, I did not know that Trisura had registered security over some or all of the Assets.

Discharge of All Security Registered over the Assets

20. As previously stated, the Agreement required D&S Railway to deliver the Assets free and clear of all liens, charges and other encumbrances.

21. D&S Railway and the Ebersoles knew that Maynards was relying on the agreement, covenant, warranty and undertaking of D&S Railway that the Assets delivered to Maynards in accordance with the Agreement would be free and clear of all liens, charges and other encumbrances.

22. D&S Railway and the Ebersoles knew that Maynards would be relying on them to ensure that all security interests granted by D&S Railway over the Assets or any of them, including security that may have been granted over same to the Bank of Montreal, Caterpillar Financial Services Limited and Trisura, would be discharged.

23. In contemplation of and in order to facilitate the completion of the purchase/sale transaction in connection with the Assets, on October 30, 2014, the parties agreed that Maynards would remit payment of the Purchase Price by wiring said funds to the trust account of JMA Group, so that John MacDonald and/or JMA Group could, pursuant to his and/or its undertaking, remit any funds required by secured creditors who may have been granted security of the Assets or any of them, so as to ensure that all such security could and would be discharged, thereby enabling D&S Railway to deliver the Assets to Maynards free and clear of any liens, charges and encumbrances, as required pursuant to the Agreement. Attached hereto and marked as "**Exhibit F**" to this affidavit is a copy of this payment direction transmitted to Maynards via email dated October 30, 2014.

24. The next day, and immediately prior to the execution of the Agreement, Maynards was redirected by D&S Railway to pay and agreed to pay the Purchase Price to D&S Railway by wire transfer of immediately available funds to account number 101-144-4 at Royal Bank of Canada, Lloyd D Jackson Square Branch (transit number 01822-003) (the "**D&S Account**"). This redirection of payment is found at section 2.1 of the Agreement.

25. I, on behalf of Maynards, accepted these alternative payment arrangements/instructions based upon my understanding that all necessary arrangements were in place in order to effect the discharge of all security interests in the Assets. I did not turn my mind, in particular, to the discharge of the registration under the PPSA in favour of Trisura as file no. 694675377 and registration no. 20140326 1003 1462 0933 (the "**Trisura PPSA Registration**"). Due to my inadvertence, I had failed to identify at this time that the Trisura PPSA Registration existed. However it was represented to me by Mr. MacDonald of JMA Group, on behalf of D&S Railway

and the Ebersoles, that the necessary arrangements had been made in order to effect the discharge of all security over the Assets.

26. I did, however, turn my mind to the discharge of the security of the Bank of Montreal. With regard to same, I received specific confirmation from Mr. MacDonald that arrangements had been made in order to effect the discharge of this registration. Attached hereto and marked as "**Exhibit G**" to this affidavit is a copy of this payment direction transmitted to Maynards via email dated October 30, 2014.

27. Similarly, I received from Mr. MacDonald confirmation that arrangements had been made in order to effect the discharge of the PPSA registration of Caterpillar Financial Services Limited. Attached hereto and marked as "**Exhibit II**" to this affidavit is a copy of this payment confirmation transmitted to Maynards via email dated October 30, 2014.

28. D&S Railway and the Ebersoles represented to me that the Assets would be delivered free and clear of all encumbrances or with all arrangements in place to enable the discharge of all encumbrances. D&S Railway and the Ebersoles knew that they could not or would not be in a position to make good on these representations. Maynards relied on these representations to move forward with the purchase/sale transaction.

29. I further believe that, after undertaking to hold the Purchase Price pending resolution of any and all issues relating to security over the Assets, so that the Assets could be delivered by D&S Railway in accordance with the Agreement, Mr. MacDonald and JMA Group learned of the ill intentions of D&S Railway and/or the Ebersoles. Accordingly, they understood that they could not receive into their trust account the Purchase Price, as D&S Railway and the Ebersoles would be unable to effect the discharge of all indebtedness, as required under the Agreement and

in accordance with the undertaking of Mr. MacDonald and JMA Group. In particular, I believe that D&S Railway and the Ebersoles intended to appropriate cash from this deal and/or to divert some or all of the Purchase Price to secured creditors to whom the Ebersoles were personally liable, in order to maximize their own personal benefit from the Purchase Price and hide behind the corporate liability of D&S Railway for breaching the Agreement.

Fraud, Breach of Contract, Breach of Trust, etc.

30. In accordance with the Agreement, on October 31, 2014, Maynards remitted the Purchase Price to D&S Railway by wiring same directly into the D&S Account. Attached hereto and marked as "**Exhibit I**" to this affidavit is a copy of the email correspondence confirming the remittance and receipt of the Purchase Price on October 31, 2014.

31. I understood that, in accordance with the undertakings/representations made by D&S Railway and the Ebersoles, that the Purchase Price was to be held by them and used for no purpose other than fulfilling arrangements with all secured creditors to effect the discharge of all security in the Assets in trust pending all discharges being available for all security interests in the Assets. Neither D&S Railway nor the Ebersoles were entitled to the Purchase Price of any portion thereof and none of it should have been released from trust until all security interests in the Assets were discharged.

32. As of the date hereof, the Trisura PPSA Registration remains undischarged.

33. By letter dated November 14, 2014, I was advised by Trisura's lawyers of the existence of the Trisura PPSA Registration and that Trisura believed that it had a valid security interest in the

Assets. Attached hereto and marked as "**Exhibit J**" to this affidavit is a copy of this letter dated November 14, 2014 sent by Roger Jaipargas of Borden Ladner Gervais LLP.

34. Based on the position of Trisura and the undischarged Trisura PPSA Registration, it appears to me that Trisura's security may attach to some or all of the Assets and, thus, that the Assets may not have been delivered free and clear of all liens, charges and other encumbrances. Accordingly, D&S Railway appears to have breached its contractual obligations owing to Maynards under the Agreement.

35. On these bases, it also appears that D&S Railway and the Ebersoles failed to discharge the duties owed by them to Maynards to ensure the discharge of all security interests granted by D&S Railway over the Assets or any of them to its secured creditors, including Trisura.

36. I believe that D&S Railway and the Ebersoles, through their false and misleading representations, intentionally diverted payment of the Purchase Price from the trust account of JMA Group to the D&S Account with the intent to abscond with, deplete or otherwise dissipate the proceeds of the sale before Maynards could detect their wrongful intentions/conduct and ensure the proper discharge of any purported security interests over the Assets.

37. In particular, I believe that D&S Railway and the Ebersoles:

- (a) knew that, pursuant to their undertaking and trust obligations, neither Mr. MacDonald nor JMA Group could release from their trust account any of the Purchase Price to D&S Railway or the Ebersoles until all security over the assets had been discharged;
- (b) never intended to effect the discharge of the Trisura PPSA Registration;

- (c) needed and intended to receive the Purchase Price knowing they would not be in a position to fulfill their obligations to Maynards under or arising out of the Agreement and the purchase/sale transaction contemplated therein;
- (d) fraudulently and intentionally diverted payment of the Purchase Price to the D&S Account, so that they could obtain, abscond with, deplete or otherwise dissipate the sale proceeds and use same for their own personal benefits and/or for the benefits of other corporations owned and/or controlled by the Ebersoles and which were related to but separate from D&S Railway, including Ebersole Excavating Inc. ("**Ebersole Excavating**") – attached hereto and marked as "**Exhibit K**" to this affidavit is a copy of the Corporate Profile Report of Ebersole Excavating; and
- (e) have absconded with, depleted or otherwise dissipated the Purchase Price and used same for their own personal benefits and/or for the benefits of other corporations owned and/or controlled by the Ebersoles and which were related to but separate from D&S Railway, including Ebersole Excavating.

The Defendants' Assets

D&S Railway

38. In the course of my negotiation with D&S Railway of the purchase/sale transaction and the Agreement, I came to understand that the Assets represented a significant portion of the equipment of D&S Railway.

39. Having reviewed the letter of Trisura's counsel, Trisura's intimation that the Assets may have actually comprised all or substantially all of the assets of D&S Railway is clear. While I am unable to confirm the veracity of Trisura's allegation, I am unaware of any assets of any material value owned, directly or beneficially, by D&S Railway.

40. On my instructions, my lawyers have conducted various title searches in the Land Registry Office in which D&S Railway is located and the Ebersoles reside – Niagara South (LRO #59), in order to determine if they hold any real property in the subject area.

41. There are no properties in Niagara South over which D&S Railway holds title. Attached hereto and marked as "**Exhibit L**" to this affidavit are copies of the search results indicating this to be the case.

42. An executions search conducted by my lawyers has revealed that a Writ of Execution bearing Writ No. 14-0000768 was registered against D&S Railway in favour of Koppers Inc. in support of a Judgment obtained by them against D&S Railway in the amount of \$32,449.99 USD in Ontario Superior Court of Justice (Toronto) court file no. CV-14-508537. Attached hereto and marked as "**Exhibit M**" to this affidavit are copies of the executions search results and writ identified therein.

The Ebersoles

43. It appears from the searches conducted by my lawyers that the only real property over which the Ebersoles hold title is the property known municipally as 2194 East Ave, Stevensville, ON, and legally described in PIN No. 64244-0134 (LT) (LRO #59) (the "**Ebersole Property**"). These are the lands on which the Ebersoles reside and at which both D&S Railway and Ebersole

Excavating appear to have carried on business. Attached hereto and marked as "**Exhibit N**" to this affidavit is a copy of the abstract of title for the Ebersole Property.

44. Attached hereto and marked as "**Exhibit O**" to this affidavit is a copy of Instrument No. R0665551 (LRO #59), being the Transfer/Deed of Land to the Ebersole Property pursuant to which the Ebersole Property was transferred by Darrell Ebersole to Darrell Ebersole and Sandra Ebersole, as joint tenants, for the sum of \$2.00, on January 21, 1994.

45. Attached hereto and marked as "**Exhibit P**" to this affidavit is a copy of Instrument No. SN336167 in LRO #59, being the Charge/Mortgage granted in favour of the Bank of Montreal over the Ebersole Property in the amount of \$363,200.00 on January 24, 2012.

46. Attached hereto and marked as "**Exhibit Q**" to this affidavit is a copy of Instrument No. SN394048 (LRO #59), being the Charge/Mortgage granted in favour of Curtis Gail Development Corporation over the Ebersole Property in the amount of \$200,000.00 on December 19, 2013.

47. Attached hereto and marked as "**Exhibit R**" is a copy of the results of a search of the Personal Property Security Registration System for Darrell Ebersole conducted on November 18, 2014.

48. Attached hereto and marked as "**Exhibit S**" is a copy of the results of a search of the Personal Property Security Registration System for Sandra Ebersole conducted on November 18, 2014.

Ebersole Excavating

49. While the assets of Ebersole Excavating may not be directly relevant to these proceedings, I believe that it may assist this Honourable Court to have before it information regarding the finances of Ebersole Excavating, as it is a related company operated by the Ebersoles at the Ebersole Property and counsel for Trisura has advised that the debts of both corporations are generally cross-collateralized and by the assets of each other and the Ebersoles and are guaranteed/indemnified by each other and the Ebersoles.

50. A search conducted by Maynards' counsel confirms that a Commercial Proposal was filed by Ebersole Excavating on July 18, 2014. Attached hereto and marked as "**Exhibit T**" to this affidavit is a copy of the Bankruptcy and Insolvency Records Search Results for Ebersole Excavating.

51. Maynards' counsel has also confirmed that, at present, Ebersole Excavating holds title to no real property in Niagara South (LRO #59). Through its searches, we have found that two properties (PIN# 64441-0236 (LT) and PIN# 64442-0122 (LT)) were both previously registered in the name of Ebersole Excavating but that both are now held by The Regional Municipality of Niagara. Attached hereto and marked as "**Exhibit U**" to this affidavit are copies of the title abstracts for these two PINs.

52. Attached hereto and marked as "**Exhibit V**" is a copy of the results of a search of the Personal Property Security Registration System for Ebersole Excavating Inc. conducted on November 18, 2014.

Enforcement Steps Taken to Date

53. As previously advised, I and Maynards had no knowledge or suspicion of the failure by D&S Railway and the Ebersoles to deliver the Assets in accordance with their obligations under the Agreement, undertakings, representations, etc. until we received notice from Trisura's lawyer of Trisura's claim over same late in the day on November 14, 2014.

54. I, on behalf of Maynards, immediately contacted our lawyers to advise them of the situation and both their offices and ours began investigating the allegations of Trisura, etc.

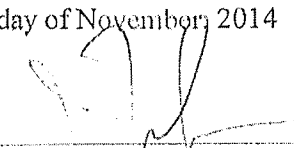
55. By letter dated November 18, 2014, Maynards' lawyers wrote to D&S Railway and the Ebersoles and, therein, put each on notice of the intention of Maynards to take any and all steps, with or without their cooperation, to preserve the Purchase Price and/or the assets of D&S Railway and the Ebersoles, so as to ensure their ability to return to Maynards the Purchase Price. Attached hereto and marked as "**Exhibit W**" is a copy of the letter from Joshua R. Freeman of Fogler, Rubinoff LLP dated November 18, 2014.

56. In response, the Ebersoles requested via email that our counsel direct all future correspondence from their offices to the lawyer for the Ebersoles, Bruce R. Jaeger of Fluxgold Izsak Jaeger LLP. Attached hereto and marked as "**Exhibit X**" is a copy of the email from the Ebersoles dated November 19, 2014.

57. I am advised by Maynards' lawyers that they were contacted by Mr. Jaeger for the first time on the morning of November 24, 2014, but, as of the date hereof, they have not received from him or the Defendants any substantive response to their correspondence. Attached hereto

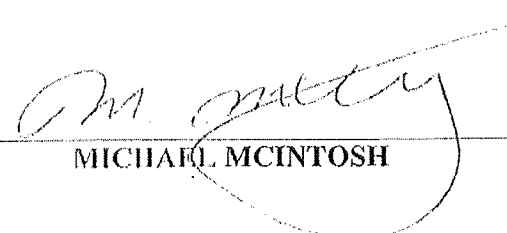
and marked as "Exhibit Y" is a copy of the email from Mr. Freeman to Mr. Jaeger on November 19, 2014.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on the
25th day of November 2014



Commissioner for Taking Affidavits
(or as may be)

Doug Farber



MICHAEL MCINTOSH

MAYNARDS INDUSTRIES LTD.
Plaintiff

-and- D & S RAILWAY CONSTRUCTION INC. et al.
Defendants

Court File No. CV-14-516690

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MICHAEL B MCINTOSH
(SWORN NOVEMBER 25, 2014)

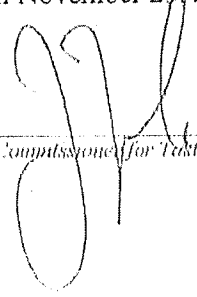
FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
Toronto Dominion Centre
Toronto, ON M5K 1G8

Joel D. Farber (LSUC# 36690T)
Joshua R. Freeman (LSUC# 55823J)
Tel: 416.864.9700
Fax: 416.941.8852

Lawyers for the Plaintiff

This is Exhibit "A" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
MAYNARDS INDUSTRIES LTD./ INDUSTRIES MAYNARDS LTEE

Date and Time of Search: November 24, 2014 07:47 AM Pacific Time
Currency Date: November 10, 2014

ACTIVE

Incorporation Number: BC0408641
Name of Company: MAYNARDS INDUSTRIES LTD./ INDUSTRIES MAYNARDS LTEE
Recognition Date: Incorporated on July 03, 1991 In Liquidation: No
Last Annual Report Filed: July 03, 2014 Receiver: No

COMPANY NAME INFORMATION

Previous Company Name Date of Company Name Change
MAYNARDS INDUSTRIES LTD. July 11, 1991

REGISTERED OFFICE INFORMATION

Mailing Address: SUITE 1870 ONE BENTALL CENTRE 505 BURRARD STREET BOX 33 VANCOUVER BC V7X 1M6 CANADA	Delivery Address: SUITE 1870 ONE BENTALL CENTRE 505 BURRARD STREET BOX 33 VANCOUVER BC V7X 1M6 CANADA
--	---

RECORDS OFFICE INFORMATION

Mailing Address: SUITE 1870 ONE BENTALL CENTRE 505 BURRARD STREET BOX 33 VANCOUVER BC V7X 1M6 CANADA	Delivery Address: SUITE 1870 ONE BENTALL CENTRE 505 BURRARD STREET BOX 33 VANCOUVER BC V7X 1M6 CANADA
--	---

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
SCOTT, BARRY W.

Mailing Address:
1837 MAIN STREET
VANCOUVER BC V5T 3B8
CANADA

Delivery Address:
1837 MAIN STREET
VANCOUVER BC V5T 3B8
CANADA

OFFICER INFORMATION AS AT July 03, 2014

Last Name, First Name, Middle Name:
SCOTT, BARRY W.

Office(s) Held: (President, Secretary)

Mailing Address:
1837 MAIN STREET
VANCOUVER BC V5T 3B8
CANADA

Delivery Address:
1837 MAIN STREET
VANCOUVER BC V5T 3B8
CANADA

Request ID: 017070226
Transaction ID: 56045067
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/24
Time Report Produced: 11:08:34
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
947983	MAYNARDS INDUSTRIES LTD./ INDUSTRIES MAYNARDS LTEE	1991/07/03
		Jurisdiction
		BR COLUMBIA
Corporation Type	Corporation Status	Former Jurisdiction
EP DOMESTIC WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address	Date Amalgamated	Amalgamation Ind.
1837 MAIN STREET	NOT APPLICABLE	NOT APPLICABLE
VANCOUVER BRITISH COLUMBIA CANADA V5T 3B8	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Principal Place of Business in Ontario		Letter Date
75 INTERNATIONAL BLVD		NOT APPLICABLE
Suite # 102 TORONTO ONTARIO CANADA M9W 6L9	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
	Date Commenced in Ontario	Date Ceased in Ontario
	1991/07/03	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 017070226
Transaction ID: 56045067
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/24
Time Report Produced: 11:08:34
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

947983

Corporation Name

MAYNARDS INDUSTRIES LTD./
INDUSTRIES MAYNARDS LTEE

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

TERRY
KREPIAKEVICH

Address

1032 MARTINGROVE ROAD

TORONTO
ONTARIO
CANADA M9W 4W1

Date Began

1998/08/20

First Director

NOT APPLICABLE

Designation

OFFICER/MANAGER IN ONT.

Officer Type

Resident Canadian

NOT APPLICABLE

Request ID: 017070226
Transaction ID: 56045067
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/24
Time Report Produced: 11:08:34
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

947983

Corporation Name

MAYNARDS INDUSTRIES LTD./
INDUSTRIES MAYNARDS LTEE

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

2

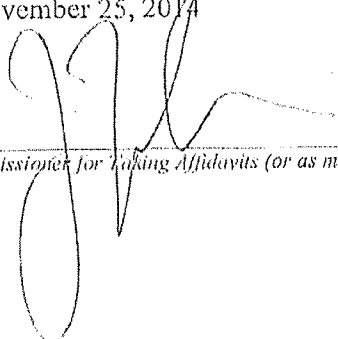
2013/08/13

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.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is Exhibit "B" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

Request ID: 017052038
Transaction ID: 55993617
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:50:49
Page: 1

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	Date Amalgamated	Amalgamation Ind.
2194 EAST AVENUE	NOT APPLICABLE	NOT APPLICABLE
STEVENSVILLE ONTARIO CANADA L0S 1S0	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
2194 EAST AVENUE		NOT APPLICABLE
STEVENSVILLE ONTARIO CANADA L0S 1S0	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 Maximum	Date Commenced in Ontario
	00001 00006	Date Ceased in Ontario
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 017052038
Transaction ID: 55993617
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:50:49
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1546983

Corporation Name

D & S RAILWAY CONSTRUCTION INC.

Corporate Name History

D & S RAILWAY CONSTRUCTION INC.

Effective Date

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

2003/04/02

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 017052038
Transaction ID: 55993617
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:50:49
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1546983

D & S RAILWAY CONSTRUCTION INC.

Administrator:
Name (Individual / Corporation)

Address

SANDRA
EBERSOLE

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)

Address

SANDRA
EBERSOLE

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

Request ID: 017052038
Transaction ID: 55993617
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:50:49
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1546983

D & S RAILWAY CONSTRUCTION INC.

Administrator:
Name (Individual / Corporation)

Address

DARRELL
EBERSOLE

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)

Address

DARRELL
EBERSOLE

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

Request ID: 017052038
Transaction ID: 55993617
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:50:49
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CORPORATION PROFILE REPORT

Ontario Corp Number

1546983

Corporation Name

D & S RAILWAY CONSTRUCTION INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

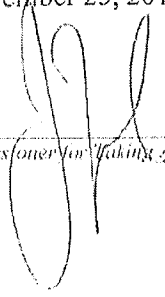
2009/09/01 (ELECTRONIC FILING)

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.

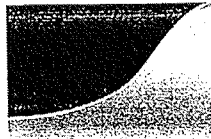
The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is Exhibit "C" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

D & S Railway
Construction Inc.



Your choice for railway construction...

D & S Railway Construction is located in the Niagara Peninsula and provides quality railroad construction and maintenance service to a variety of industry as well as railroads. We are fully equipped and staffed with personnel experienced in railroad specialty services able to provide in house turn-key construction.

In order to meet the needs of our clients, D & S Railway Inc. has tailored, not only our work force, but also our fleet of equipment to provide cost efficient service and produce a highly versatile, efficient, and low overhead company.



**D & S Railway
Construction Inc.**



D & S Railway Construction Inc. is based in Stevensville, Ontario and is a division of Ebersole Excavating Inc. To enhance our compliment of railway equipment and materials, in April 2003, D & S Railway Construction Inc. purchased Dan-Angelo Construction assets, a long established railway contractor in Ontario.

Between D & S Railway Construction Inc. and Ebersole Excavating Inc. we are a fully bonded and insured company, carrying up to five million dollars for general liability and are licensed by the Ministry of Environment and Energy for the collection of domestic, commercial and non-hazardous solid industrial waste and for the transportation of such. (Approval # AN821202).

Over the past 15 years, Ebersole Excavating Inc. has expanded the business to service private, commercial, municipal, and industrial site service work. This work includes sewer, water, roads, railroads, grading and excavating.

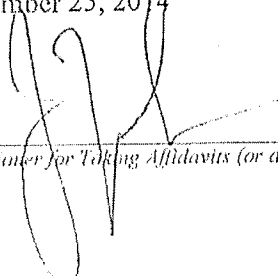
For over 10 years we have been providing quality repairs and installations along the right of way to CN Rail's exacting standards through planned and emergency situations.

Our staff and supervisors are long experienced in railroad construction and maintenance with many having over 25 years working experience each for various railroads.

In accordance with our deep understanding of the railway being a safety sensitive industry, our employees are qualified in Canadian Rail Operating Rules and Railway Contractor Orientation and Safety. These credited qualifications are in conjunction with our ongoing in-house safety practices.



This is Exhibit "D" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

PURCHASE AND SALE AGREEMENT

THIS agreement dated for reference the 31ST 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").

DM_VAN/261990.20066/8856453.2

- 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 manner 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

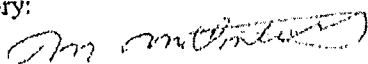
- 7.1 Each of the Parties acknowledges and agrees that:

- (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.

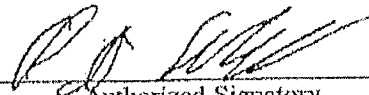
EXECUTED at Stevensville, Ontario, this 31ST day of October 2014.

Maynards Industries Ltd. by its authorized signatory:

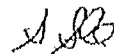
Per: 
Authorized Signatory

MIKE MCINTOSH, EXECUTIVE VP
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			1D7KU28953J548761
4	2006	Peterbilt				1XPFPBEXX6D878848
5	1994	Dodge	Ram			1B7KF26C9R5590169
8	2001	Mack	CL713			1M2AD62C11M011078
9	1988	Ford	8000		Boom Truck	1FDYW80U8GVA40739
13	2003	International	99001			2HSCAPR03C074166
14	1997	Chevrolet	2500			1GCGK24R3VE133973
15	2007	Kenworth	T800		Tractor	1NKDXBTX17J988956
16	2007	Kenworth	T800		T/A dump	1XKDDBOX47J933309
20	2007	GMC	2500HD			1GTHK24U97E122813
21	2007	GMC	2500HD			1GTHK24U07E178579
22	2003	GMC	2500HD			1GTHC24U03E348679
24	1996	Volvo			Autocar	4V5SCBJHOTR515726
25	2007	GMC	2500HD			1GTHK26D97E111853
28	1999	Western Star	Brant			2WLPCCCJ6XK857119
30	2000	Ford	F450			1FDXW475XYEC07078
31	2001	GMC	2500HD			1GT221C898Z152674
32	2001	GMC	2500HD			1GTHK291X1E2079839
33	2000	Ford	F350			1FTSW31L8YEC49625
34	1985	International				1HTLAHEMXFHA25590
35	2000	Ford	F350			1FTSW31LXYEC49650
36	2007	Ford	E350		Van	
C3	1999	Case	9030B		Excavator	DAC0302775
C4	1988	Cat	215		Excavator	4HG01012

C7	1994	Champion	730a	Grader	24724
C12	2005	Cat	330DL	Excavator	QMWPD02893
C14	2006	Cat	330DL	Excavator	MWPD0805
D2	2001	Case	850H	Dozer	JJ0296146
F2	1988	Talbert	40T	Float	4QFW0483XJ1007725
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	2T9FAA8611011206
F8	2001	JC		Float	2J9B7VSCX2K001088
F9	2000	Aluin		5 Axle	2T9F144W8XA133069
F11	1991	Raglin		Hopper	2R9A4P3G1M1011881
L1	1988	Cat	928G	Loader	6XR00800
L2	2008	Cat	930H	Loader	DHCD1005
B1	1996	Cat	418	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	BLN05448
DSB1	2003	Cat	420D	Backhoe with Attachment	BLN05448
DSB2	2008	Cat	420E	Backhoe with Attachment	BLN05448
	2006		420D	Quick Coupler	MC6CT12411
		Cat	215	Quick Coupler	
		Cat	330DL	72" Bucket, Ditching	Z1K15751
		Cat		Packer	CSG00467
				Assorted buckets	
		Cat	2500	Hoe Hammer	

31 Oct 2014 9:32PM

EBERSOLE/DASRIL

5053820087

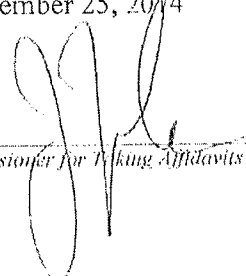
P.2

		John Deere	8415	Tractor	
		John Deere	CX15	Wing Mower	
		Buhler		Snow Blower	204006810
2010		Boss		10' Snow Plow	BC035370
2010		Boss		10' Snow Plow	BC048958
2008		Western		10' Snow Plow	02302
2001		Bateman		12' Snow Plow	CATT416
2001		Bateman		10' Snow Plow	
		Western		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	Iarcco (Jacksor	2400	Tamper	153366
R20	1979	Nordico	Broom	Ballast Regulator	7916
R30		Pandrol & Jackson	6700	Tamper	
R40	???	Petitebone	441B	Speed Swing with Mag	

R50	1985	Geisner	Tie Inserter	85027-195
R60	2010	Geisner	Portable Skidder	
R70		Hyd	Rail Lifter	
R80		Teleweld	Rail Grinder	
R90		Matweld	Surface Grinder	
R100		Geisner	Gas Spike Puller	
R110		Geisner	Gas Spike Puller	
R120		Geisner	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

SLB

This is Exhibit "E" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Search Results
ID=2483389

Current: 18/11/2014 02:55:35
Submitted: 18/11/2014 02:40:36
Completed: 18/11/2014 02:45:17

Your Ref No. ESCWEB2483389

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 ENQUIRY REQUEST 14:51:49

FILE CURRENCY 17NOV 2014
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) : BD
SEARCH CRITERIA : D & S Railway Construction Inc.

SUB-SEARCH

RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS
NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :
PRINT RESPONSE LOCALLY (Y/N) : N

PSSME19 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 RESPONSE SUMMARY/HIGH VOLUME 14:51:54
ACCOUNT : 009313-0001
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

RESPONSE CONTAINS : APPROXIMATELY 6 FAMILIES 17 PAGES

- FOR VERBAL RESPONSE, ENTER "V" IN RESPONSE TYPE.
- TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE : _____
RESPONSE MAILING ADDRESS
NAME : _____
ADDRESS : _____
CITY : _____ PROV : _____
POSTAL CODE : _____
PRINT RESPONSE LOCALLY (Y/N) : N

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:52:20
ACCOUNT : 009313-0001 FAMILY : 1 OF 6 ENQUIRY PAGE : 1 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 620706141 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20051122 1701 8077 6370 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : 23NOV1957 IND NAME: DARRELL W EBERSOLE
06 BUS NAME: OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0

08 SECURED PARTY/LIEN CLAIMANT :
CATERPILLAR FINANCIAL SERVICES LIMITED

09 ADDRESS : 700 DORVAL DRIVE, SUITE 705
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3V3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
11 2005 CATERPILLAR 330CL CAT0330CLDKY03525
12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: REGISTRY - RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

PSSMED02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TTP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:52:33
ACCOUNT : 009313-0001 FAMILY : 1 OF 6 ENQUIRY PAGE : 2 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 620706141 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20051122 1701 8077 6370 REG TYP: REG PERIOD:
02 IND DOB : 23NOV1957 IND NAME: WAYNE D EBERSOLE
03 BUS NAME:

OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 150
05 IND DOB : IND NAME:
06 BUS NAME: D & S RAILWAY CONSTRUCTION INC.

OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 150

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

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SEARCH   : BD   : D & S RAILWAY CONSTRUCTION INC.
                                           FILE NUMBER 620706141
                                           PAGE TOT
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21 REFERENCE FILE NUMBER : 620706141
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

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OCN :

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

10
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16 NAME : REGISTRY == RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5

PSSMED04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 2C REGISTRATION - SCREEN 1 14:52:57
ACCOUNT : 009313-0001 FAMILY : 1 OF 6 ENQUIRY PAGE : 4 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

FILE NUMBER 620706141
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20091218 1032 8077 8641 P PPSA
21 REFERENCE FILE NUMBER : 620706141
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFeree:
03/06 BUS NAME/TFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 3C REGISTRATION - SCREEN 1 14:53:09
ACCOUNT : 009313-0001 FAMILY : 1 OF 6 ENQUIRY PAGE : 5 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC. FILE NUMBER 620706141

01 REGISTRATION NUMBER : 20141031 1629 8077 6552

31 REF FILE NUM: 620706141 CHANGE CODE: C DISCHRG RENEWAL YEARS:
32 REF IND NAME:
33 REF BUS NAME: EBERSOLE EXCAVATING INC. OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME

 REGISTRY = RECOVERY INC.
09/17 ADDRESS : 1551 THE QUEENSWAY
 CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:53:15
ACCOUNT : 009313-0001 FAMILY : 2 OF 6 ENQUIRY PAGE : 6 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 623780658 EXPIRY DATE : 03NOV 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
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02 IND DOB : IND NAME:
03 BUS NAME: D & S RAILWAY CONSTRUCTION INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : FORT ERIE PROV: ON POSTAL CODE: L8S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS : PROV: POSTAL CODE:
CITY :

08 SECURED PARTY/LIEN CLAIMANT :

BANK OF MONTREAL
09 ADDRESS : MAIN OFFICE, 50 BAY STREET S
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4V9
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X
YEAR MAKE MODEL V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

13 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 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY

CITY : RICHMOND PROV: BC POSTAL CODE: V6V2L1

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16 AGENT:
17 ADDRESS :
    CITY   :                PROV:                POSTAL CODE:

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PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 3C REGISTRATION - SCREEN 1 14:53:39
ACCOUNT : 009313-0001 FAMILY : 2 OF 6 ENQUIRY PAGE : 8 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC. FILE NUMBER 623780658

01 REGISTRATION NUMBER : 20141103 1701 1862 4275

31 REF FILE NUM: 623780658 CHANGE CODE: C DISCHRG RENEWAL YEARS:

32 REF IND NAME:

33 REF BUS NAME: D & S RAILWAY CONSTRUCTION INC.

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

MILLER THOMSON LLP (TV)

09/17 ADDRESS : 255 QUEENS AVE, SUITE 2010

CITY : LONDON

PROV : ON

POSTAL CODE : N6A 5R8

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:53:45
ACCOUNT : 009313-0001 FAMILY : 3 OF 6 ENQUIRY PAGE : 9 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 623780667 EXPIRY DATE : 03NOV 2014 STATUS : D DISCHARGED
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02 IND DOB : IND NAME:
03 BUS NAME: D & S RAILWAY CONSTRUCTION INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : FORT ERIE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BANK OF MONTREAL
09 ADDRESS : MAIN OFFICE, 50 BAY STREET S
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4V9
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
CITY : RICHMOND PROV: BC POSTAL CODE: V6V2L1

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
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ACCOUNT : 009313-0001 FAMILY : 3 OF 6 ENQUIRY PAGE : 10 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC. FILE NUMBER 623780667

01 REGISTRATION NUMBER : 20141103 1701 1862 4276

31 REF FILE NUM: 623780667 CHANGE CODE: C DISCHRG RENEWAL YEARS:

32 REF IND NAME:

33 REF BUS NAME: D & S RAILWAY CONSTRUCTION INC.

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

MILLER THOMSON LLP (TV)

09/17 ADDRESS : 255 QUEENS AVE, SUITE 2010

CITY : LONDON

PROV : ON

POSTAL CODE : N6A 5R8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:54:03
ACCOUNT : 009313-0001 FAMILY : 4 OF 6 ENQUIRY PAGE : 11 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 630011763 EXPIRY DATE : 03NOV 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20061024 1451 1530 6141 REG TYP: P PPSA REG PERIOD: 15
02 IND DOB : IND NAME:
03 BUS NAME: D & S RAILWAY CONSTRUCTION INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BANK OF MONTREAL
09 ADDRESS : MAIN OFFICE, 50 BAY STREET S
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4V9
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY
CITY : RICHMOND PROV: BC POSTAL CODE: V6V2L1

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 3C REGISTRATION - SCREEN 1 14:54:15
ACCOUNT : 009313-0001 FAMILY : 4 OF 6 ENQUIRY PAGE : 12 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

FILE NUMBER 630011763

01 REGISTRATION NUMBER : 20141103 1702 1862 4279

31 REF FILE NUM: 630011763 CHANGE CODE: C DISCHRG RENEWAL YEARS:

32 REF IND NAME:

33 REF BUS NAME: D & S RAILWAY CONSTRUCTION INC.

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

MILLER THOMSON LLP (TV)

09/17 ADDRESS : 255 QUEENS AVE, SUITE 2010

CITY : LONDON

PROV : ON

POSTAL CODE : N6A 5R8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY IC REGISTRATION - SCREEN 1 14:54:21
ACCOUNT : 009313-0001 FAMILY : 5 OF 6 ENQUIRY PAGE : 13 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 678256794 EXPIRY DATE : 03NOV 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20120509 1455 1530 1222 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: D & S RAILWAY CONSTRUCTION INC. OCN :

04 ADDRESS : 2194 EAST AVE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

BANK OF MONTREAL/BANQUE DE MONTREAL
09 ADDRESS : 2ND FLOOR, 234 SIMCOE ST.
CITY : TORONTO PROV: ON POSTAL CODE: M5T 1T4
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 LF278 - CHATTEL MORTGAGE

14 JACKSON TAMPER ST-629 MODEL 6700S 9/N#152959

15

16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 3C REGISTRATION - SCREEN 1 14:54:33
ACCOUNT : 009313-0001 FAMILY : 5 OF 6 ENQUIRY PAGE : 14 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC. FILE NUMBER 678256794

01 REGISTRATION NUMBER : 20141103 1702 1862 4278

31 REF FILE NUM: 678256794 CHANGE CODE: C DISCHRG RENEWAL YEARS:
32 REF IND NAME:
33 REF BUS NAME: D & S RAILWAY CONSTRUCTION INC. OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME

MILLER THOMSON LLP (TV)
09/17 ADDRESS : 255 QUEENS AVE, SUITE 2010
CITY : LONDON PROV : ON POSTAL CODE : N6A 5R8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:54:39
ACCOUNT : 009313-0001 FAMILY : 6 OF 6 ENQUIRY PAGE : 15 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 694675377 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1003 1462 0933 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: D & S RAILWAY CONSTRUCTION INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 INVENTORY

14 EQUIPMENT

15 ACCOUNTS

16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY

17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2

PESME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:54:51
ACCOUNT : 009313-0001 FAMILY : 6 OF 6 ENQUIRY PAGE : 16 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

00 FILE NUMBER : 694675377 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 02 OF 092 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1003 1462 0933 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 OTHER

14 MOTOR VEHICLES INCLUDED

15

16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY

17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22

CITY : TORONTO

PROV: ON

POSTAL CODE: M5H2R2

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 2C REGISTRATION - SCREEN 1 14:55:03
ACCOUNT : 009313-0001 FAMILY : 6 OF 6 ENQUIRY PAGE : 17 OF 17
FILE CURRENCY : 17NOV 2014
SEARCH : BD : D & S RAILWAY CONSTRUCTION INC.

FILE NUMBER 694675377
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20141117 1559 1862 5181
21 REFERENCE FILE NUMBER : 694675377
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: D & S RAILWAY CONSTRUCTION INC.

25 OTHER CHANGE:
26 REASON: TO REMOVE REFERENCE TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON
27 /DESCR: LINES 13-15 OF REGISTRATION NO. 20140326 1003 1462 0933
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)

17 ADDRESS : 40 KING STREET WEST, SUITE 4400

CITY : TORONTO PROV : ON POSTAL CODE : M5H 3Y4

LAST SCREEN

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 ENQUIRY REQUEST 14:55:15

FILE CURRENCY 17NOV 2014
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFE

SEARCH TYPE (BD,IN,IS,MV) :
SEARCH CRITERIA :

SUB-SEARCH

RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS

NAME :

ADDRESS :

CITY :

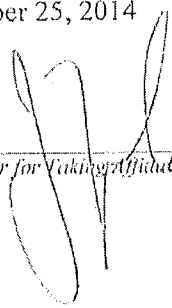
POSTAL CODE :

PROV :

PRINT RESPONSE LOCALLY (Y/N) : N

ENQUIRY FOR "D & S RAILWAY CONSTRUCTION INC." ENDED

This is Exhibit "F" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

From: jbm@jmagroup.ca [mailto:jbm@jmagroup.ca]
Sent: Thursday, October 30, 2014 11:26 AM
To: Mike McIntosh
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.

The following are the wire instructions for JMA In trust (CAD):

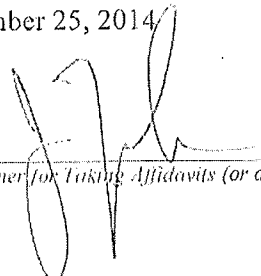
Name of Beneficiary: JMA Accounting Professional Corporation
Address: 1300 Cornwall Rd., Suite 201, Oakville, Ontario L6J 7W5

Name of Financial Institution: RBC
Address: 361 Cornwall Road, Unit 107, Oakville, Ontario L6J 7Z5

Institution #: 003
Transit #: 00533
Account#: 100 164 3

SWIFT code: ROYCCAT2

This is Exhibit "G" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014.



Commissioner for Taking Affidavits (or as may be)

From: jbm@jmagroup.ca [mailto:jbm@jmagroup.ca]
Sent: Thursday, October 30, 2014 7:11 PM
To: Mike McIntosh
Subject: BMO payout

Mike,

See attached regarding our payout to BMO.

Please confirm the wire when sent.

J

Sent from my BlackBerry 10 smartphone on the TELUS network.



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

Sent via E-mail (ebersole@bellnet.ca)

Tony Van Klink
Direct Line: 519.931.3509
tvanklink@millerthomson.com

File: 082754.0441

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.

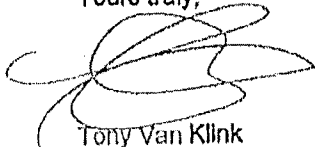
Payment of the Payout Amount may be made by depositing certified funds or a bank draft payable to Bank of Montreal at any branch of the Bank to the Special Accounts Management Unit suspense account (account number 0390 1105-209). Please have the person making the deposit include the notation "Ebersole/D & 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
TVKjl

Enclosures

c. Mike Sleik

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12572974.1

SCHEDULE "A"
(Credit Facilities)

D & S Rall 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.

M_T

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
\$ 324.98

\$ 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

M_T

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.

M₊
T

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: _____

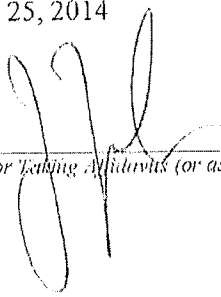
Darrell Ebersole, president
I have authority to bind the Company

D & S RAILWAY CONSTRUCTION INC.

Per: _____

Darrell Ebersole, president
I have authority to bind the Company

This is Exhibit "H" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

From: jbm@jmagroup.ca [mailto:jbm@jmagroup.ca]
Sent: Thursday, October 30, 2014 5:16 PM
To: Mike McIntosh
Subject: Fw: Ebersole Excavating/D & S Railway/Darrell Ebersole

Please see below from Caterpillar.

J

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Manon.Zouai@cat.com
Sent: Thursday, October 30, 2014 5:14 PM
To: jbm@jmagroup.ca
Subject: RE: Ebersole Excavating/D & S Railway/Darrell Ebersole

No problem! These assets are in fact paid in full – the customer has no outstanding payments with us. I will check in for final approval in the morning before submitting the discharges and let you know once they have gone through. It usually takes a day or two at most.

Best,

Manon Zouai
Bilingual Customer Relations Representative
Caterpillar Financial Services Corporation
Phone: (615) 341-1767 | Fax: (615) 321-9853
Email: Manon.Zouai@cat.com

Caterpillar Confidential: Green

From: jbm@jmagroup.ca [mailto:jbm@jmagroup.ca]
Sent: Thursday, October 30, 2014 3:59 PM
To: Zouai, Manon
Subject: Re: Ebersole Excavating/D & S Railway/Darrell Ebersole

It would be appreciated if you could confirm my understanding that they are all paid tonight, just be reference to your system. I understand formal reporting will follow.

It is my clear understanding that no money is owed to Caterpillar.

Thank you

J

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Manon.Zouai@cat.com
Sent: Thursday, October 30, 2014 4:54 PM
To: jbm@jmagroup.ca
Subject: RE: Ebersole Excavating/D & S Railway/Darrell Ebersole

Hi John,

My apologies, we won't be able to provide you with these until tomorrow morning at the earliest – even though I can go through these by the end of the day today, our reps in our Canadian office who have authority to sign have gone home for the today because of the time difference.

But I will go through and do the due diligence today and make a note for them to be sent out first thing in the morning.

Thanks!

Manon Zouai
Bilingual Customer Relations Representative
Caterpillar Financial Services Corporation
Phone: (615) 341-1767 | Fax: (615) 321-9853
Email: Manon.Zouai@cat.com

Caterpillar Confidential: Green

From: John B MacDonald [<mailto:jbm@jmagroup.ca>]
Sent: Thursday, October 30, 2014 3:50 PM
To: Zouai, Manon
Subject: Ebersole Excavating/D & S Railway/Darrell Ebersole

Please find attached our summary of PPSA registrations against the above noted by Caterpillar Financial Services Limited.

Please provide us with release as discussed with your office this afternoon, confirming that no amount is outstanding to your company and that these registrations are no longer valid against the equipment.

We appreciate your assistance as we are in the process of closing a transaction relating to the above noted client.

I was advised that you would be able to provide this today, and thank you!

J

John B. MacDonald CPA, CGA, LPA

Managing Director

P (905) 338-8343 ext. 221

F (905) 338-8042

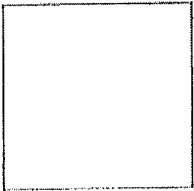
W www.imagroup.ca

****PLEASE NOTE OUR NEW ADDRESS****

1300 Cornwall Rd, Suite 201

Oakville, ON L6J 7W5

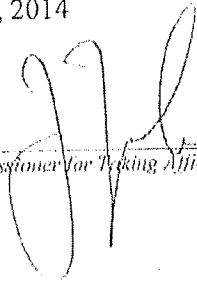
[View Map](#)



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This is Exhibit "I" referred to in the Affidavit of Michael McIntosh
sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

Parker, Kate

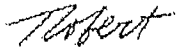
From: Robert Fowler <robert@rrmergers.com>
Sent: Friday, October 31, 2014 3:21 PM
To: 'Geoffrey Visser'
Cc: jbm@jmagroup.ca; 'Mike McIntosh'; ebersole@bellnet.ca; 'Aaron Stewardson'
Subject: Wire Transfer

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 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

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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
SINCE 1903

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: jlm@imgroup.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

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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.

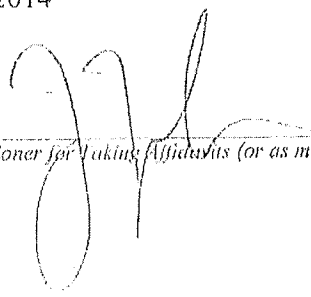
Sent from my BlackBerry 10 smartphone on the TELUS network.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4765 / Virus Database: 4189/8486 - Release Date: 10/31/14

This is Exhibit "J" referred to in the Affidavit of Michael McIntosh
sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
Scollia Plaza, 40 King Street West
Toronto, Ontario, Canada M5H 3Y4
www.blgcanada.com

tel.: (416) 367-6000
fax: (416) 367-6749

Date: November 14, 2014

Pages (Inclusive): 4

Lawyer No.

Client No: 019110

Matter No: 000097

21018

To: Mike McIntosh/Jim Hodder
Maynards

Fax: 416-242-5085

From: Roger Jalpargas

Fax.: 416-361-7067

Tel.: 416-367-6255

Original will...

Follow by mail.

Follow by courier.

Be held on file.

If you did not receive all the pages, please call the undersigned operator as soon as possible.

Jessica Beare at 416-367-6278

Message:

Please see the attached letter.

TOR01: 5762158: v1

Calgary • Montreal • Ottawa • Toronto • Vancouver • Waterloo Region

This fax is directed in confidence solely to the person named above, and may not otherwise be distributed, copied or disclosed. The contents of this fax may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed and not waived. If you have received this fax in error, please notify us immediately by telephone. Thank you for your assistance.

Roger Jalpargas
T (416) 367-6286
F (416) 361-7007
rjalpargas@blg.com

Borden Ladner Gervais LLP
Scollia 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 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,

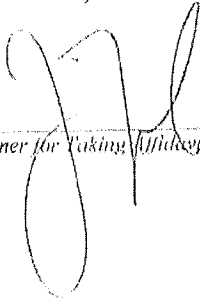


Roger Jaipargas

Cc – Client
James MacLellan (BLG)
Peter Naumis (BDO Canada Limited)

TOR01: 5761314: v4

This is Exhibit "K" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

Request ID: 017052014
Transaction ID: 55993510
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:48:18
Page: 1

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	Date Amalgamated	Amalgamation Ind.
2194 EAST AVE	NOT APPLICABLE	NOT APPLICABLE
STEVENSVILLE ONTARIO CANADA L0S 1S0	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
2194 EAST AVE		NOT APPLICABLE
STEVENSVILLE ONTARIO CANADA L0S 1S0	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 Maximum	Date Commenced in Ontario
	00002 00002	Date Ceased in Ontario
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 017052014
Transaction ID: 55993510
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:48:18
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1162627

Corporation Name

EBERSOLE EXCAVATING INC.

Corporate Name History

EBERSOLE EXCAVATING INC.

Effective Date

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

1996/02/10

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Request ID: 017052014
Transaction ID: 55993510
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:48:18
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1162627

EBERSOLE EXCAVATING INC.

Administrator:
Name (Individual / Corporation)

Address

SANDRA
L.
EBERSOLE

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)

Address

SANDRA
L.
EBERSOLE

2194 EAST AVENUE

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began

First Director

1996/02/10

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 017052014
Transaction ID: 55993510
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Data Report Produced: 2014/11/18
Time Report Produced: 11:48:18
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1162627

EBERSOLE EXCAVATING INC.

Administrator:
Name (Individual / Corporation)

Address

DARRELL
W.
EBERSOLE

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)

Address

DARRELL
W.
EBERSOLE

2194 EAST AVE.

STEVENSVILLE
ONTARIO
CANADA L0S 1S0

Date Began *

First Director

1996/02/10

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Request ID: 017052014
Transaction ID: 55993510
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/11/18
Time Report Produced: 11:48:18
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

1162627

Corporation Name

EBERSOLE EXCAVATING INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

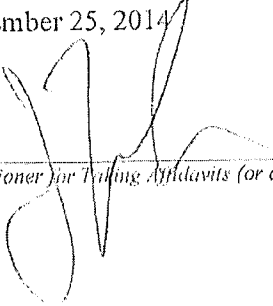
1

2009/09/02 (ELECTRONIC FILING)

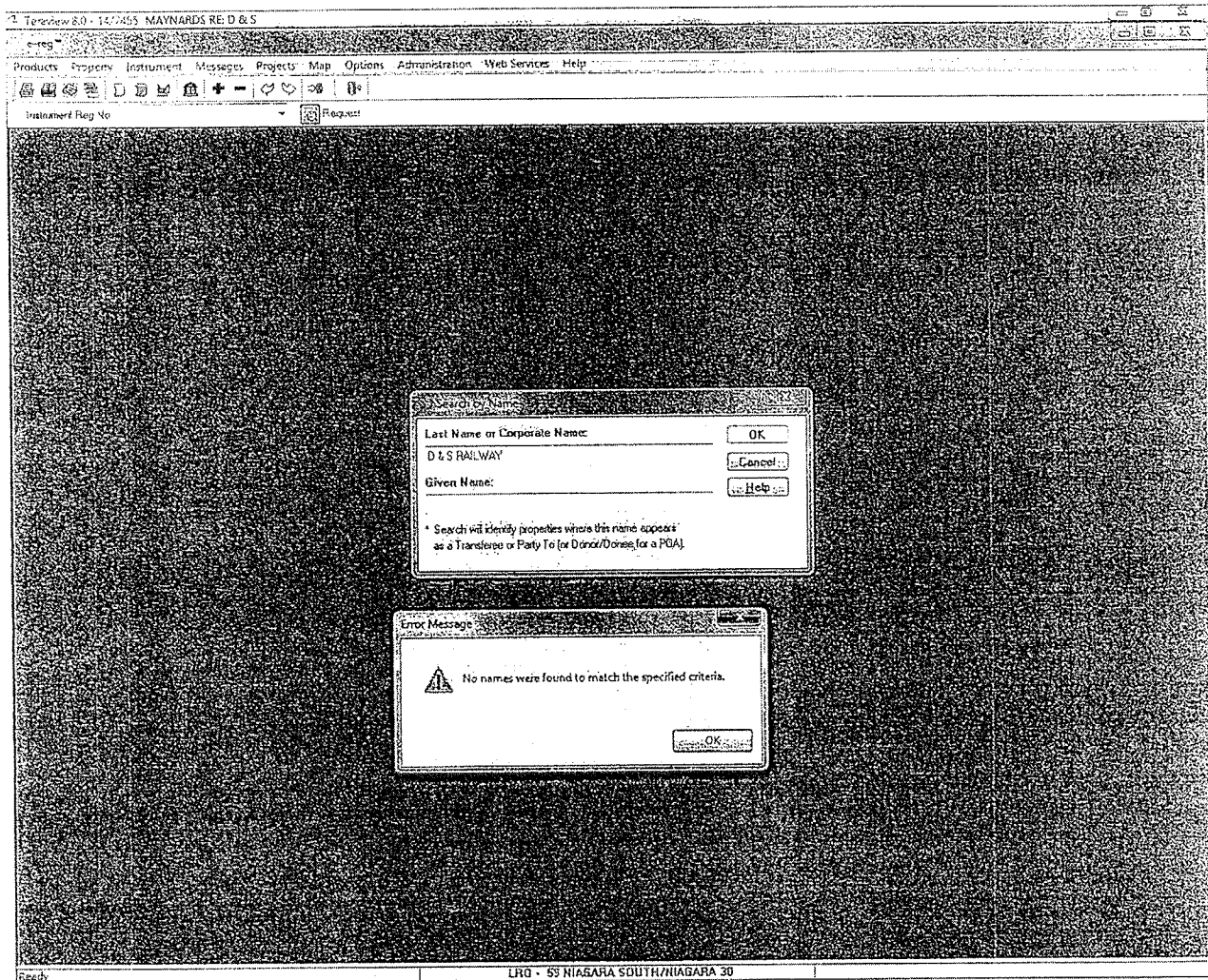
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.
ADDITIONAL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

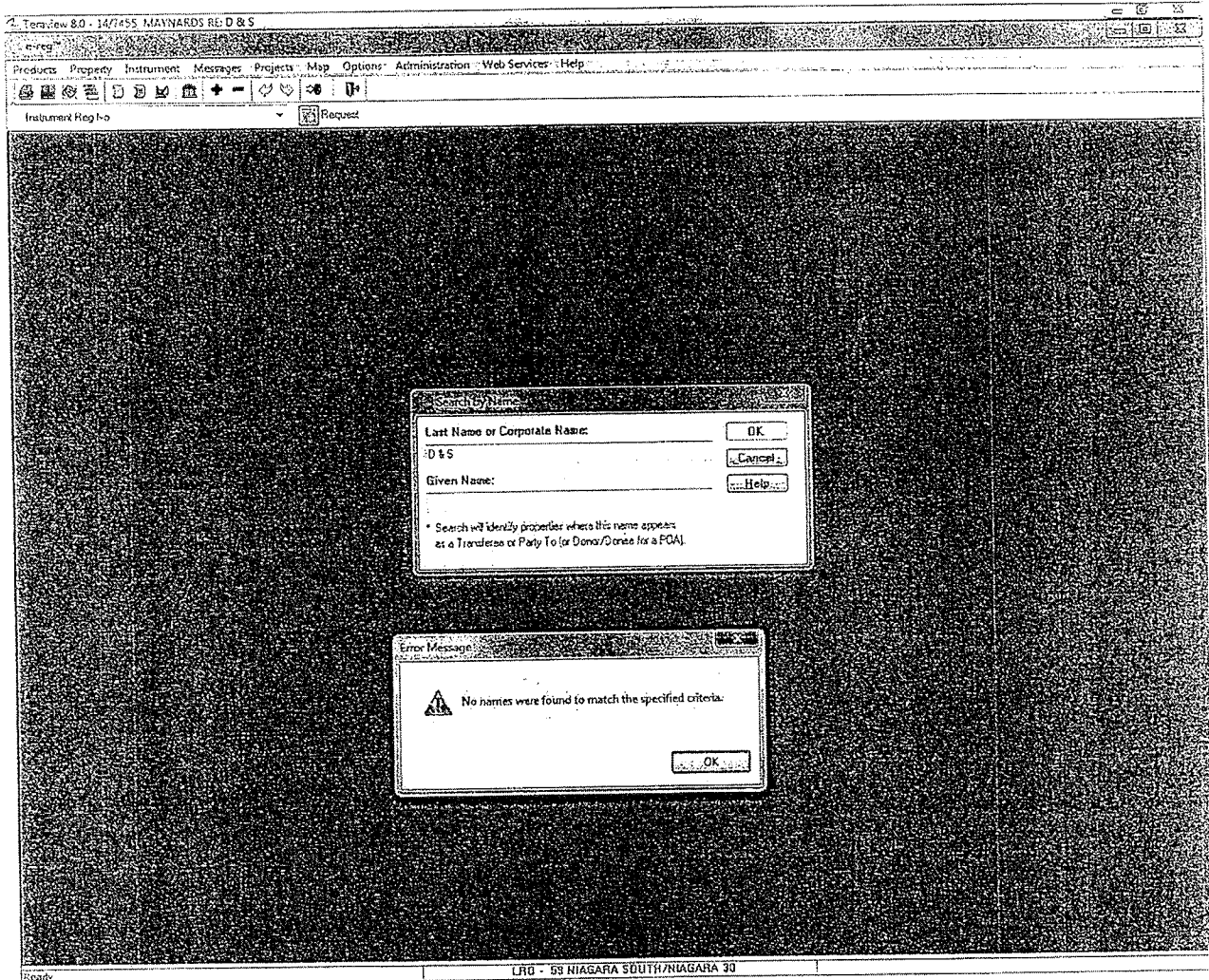
The issuance of this report in electronic form is authorized by the Ministry of Government Services.

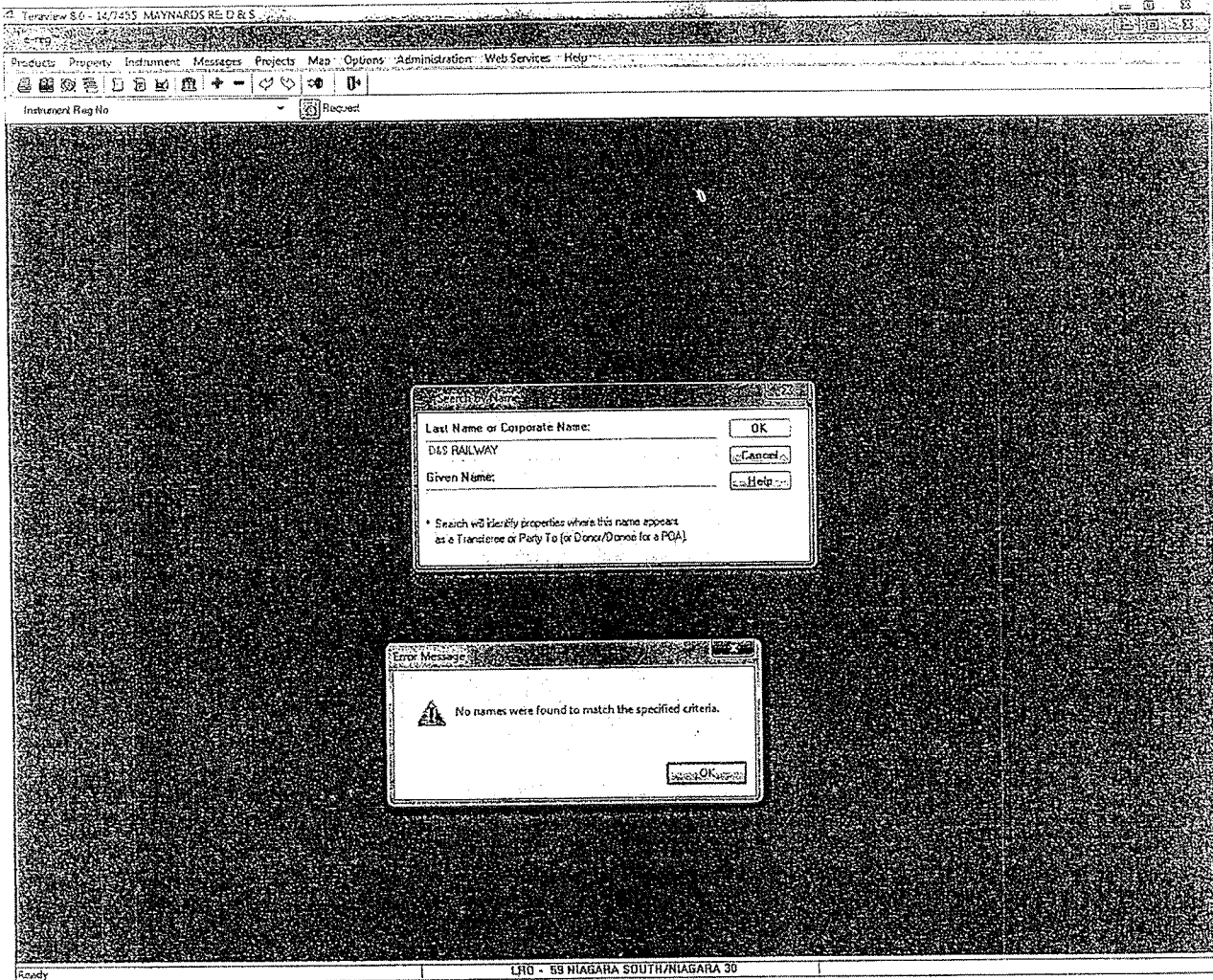
This is Exhibit "L" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

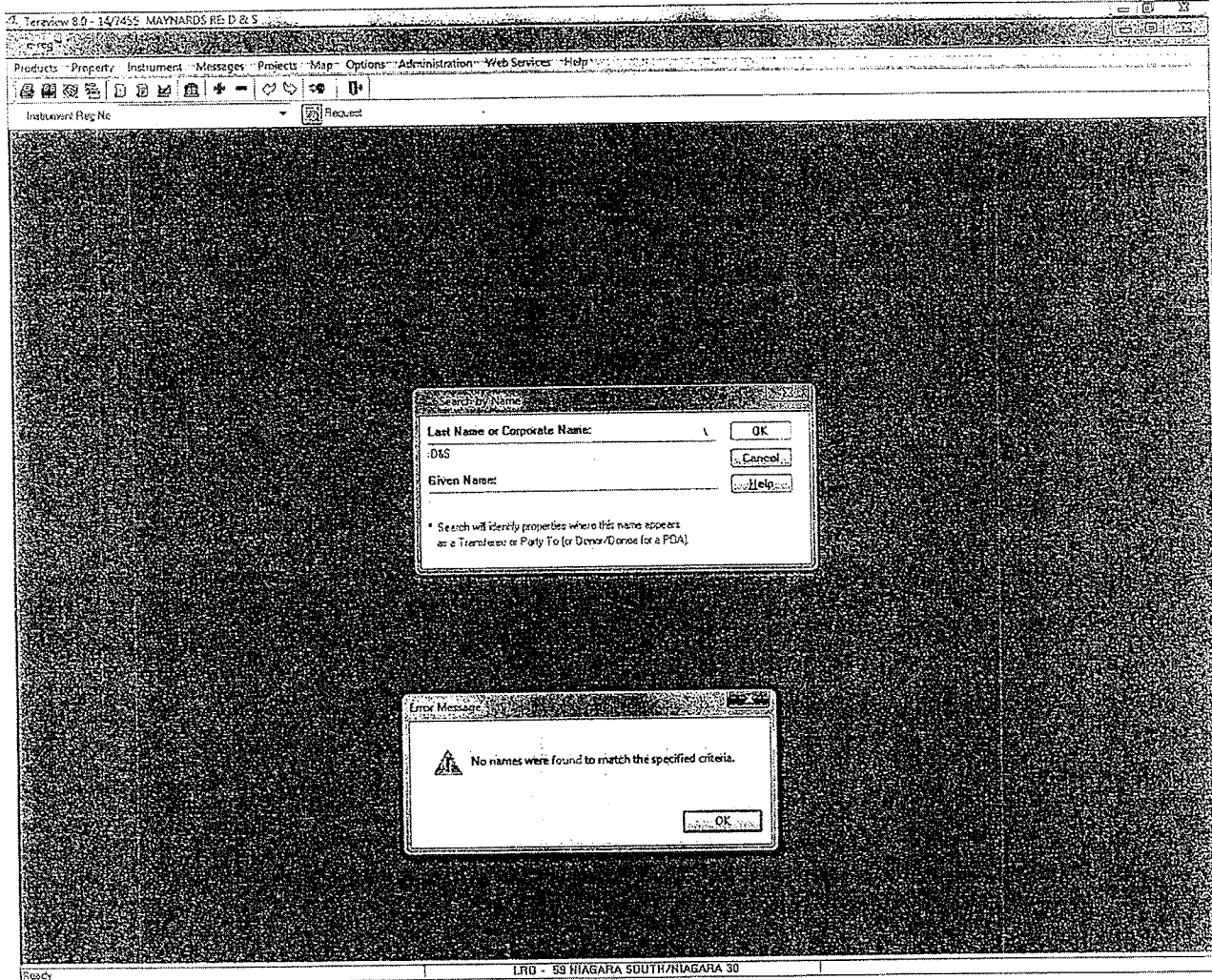






Ready

LHO - 69 NIAGARA SOUTH/NIAGARA 30



Search by Name

Last Name or Corporate Name:

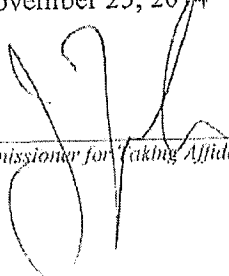
Given Name:

* Search will identify properties where this name appears as a Transferor or Party To (or Donor/Donor for a PDA)

Error Message

 No names were found to match the specified criteria.

This is Exhibit "M" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for taking Affidavits (or as may be)

Requested By: K.PARKER, Reference Number: 14/7455

Date of Search:
November 20, 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

All 49 Ontario enforcement offices were searched to obtain this result, unless otherwise noted above.
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WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF NIAGARA - SOUTH (WELLAND)

CERTIFICATE # /
N° DE CERTIFICAT : 24650000-1784278B

DATE OF CERTIFICATE /
DATE DU CERTIFICAT : 2014-NOV-20

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 FUGLER, RUBINOFF LLP 77 KING STREET WEST, PO BOX 95, SUITE 3000, TORONTO, ONTARIO, M5K 1G8

CERTIFICATE # / N° DE CERTIFICAT:

24650000-1784278B

Page 1 of 2

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.

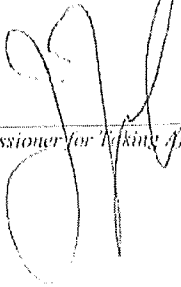
AVERTISSEMENT :

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 : 147455

This is Exhibit "N" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



ServiceOntario

LAND
REGISTRY
OFFICE 859

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64244-0154 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PAGE 1 OF 3
PREPARED FOR JHauptl
ON 2014/11/23 AT 16:19:54

PROPERTY IDENTIFIER: PT LT 5 CON 11 NIAGARA RIVER BEARIE PT 1 & 2 598692 ; S/T DEE156 FORT ERIE

ACQUISITION SUMMARY

FINANCIAL SUMMARY

THE STATE

OF CONVERSION QUALIFIED

NOTES: NAMES

EBERSOLE, DARRELL WAYNE

EBERSOLE, SANDRA LYNN

RECENTLY

FIRST CONVERSION FROM BOOK

CAPACITY SHARE

JTEN

JTEN

FIN CREATION DATE

1999/12/13

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	SENT/ CHRG
EFFECTIVE 1999/07/05 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/12/13 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/12/13						
** FINCTION INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/12/13 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
.. SUBSECTION (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES						
.. AND ESSENTS OR FORFEITURE TO THE CROWN.						
.. THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
.. IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
.. COMPLETION.						
.. AND LEASE TO WHICH THE FORFEITURE (14) OF THE REGISTRY ACT APPLIES.						
..DATE OF CONVERSION TO LAND TITLES: 1999/12/13 **						
RD12176	1998/11/16	TRANSFER EASEMENT			CANADIAN NIAGARA POWER COMPANY	C
RD146181	1969/07/11	WYLAN				C
RD294628	1977/16/13	NOTICE OF CLAIM				C
REMARKS: DEE156						
SS98652	1954/01/04	PLAN REFERENCE				C
RD665551	1994/01/21	TRANSFER	\$2		EBERSOLE, DARRELL WAYNE EBERSOLE, SANDRA LYNN	C
RD665552	1994/01/21	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	

NOTE: AMOUNTS PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE 459

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64244-0134 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROSS GRANT *

PAGE 2 OF 3
PREPARED FOR JHampell
ON 2014/11/23 AT 16:19:54

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
RC716015	1994/11/22	CHARGE		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
RC716016	1997/11/14	CHARGE		*** COMPLETELY DELETED ***	BUSINESS DEVELOPMENT BANK OF CANADA	
RC716018	1999/12/07	NOTICE		CANADIAN NIAGARA POWER COMPANY LTD. REMARKS: RE: 4229, 4248, 2581, 2637, 1298, 4285, 4286, 4287, 4289, 2516, 4767, 5706 R0653747, ETC. (AMENDED 2601/11/27 BY LP AT 12:57)		C
LT174068	2001/01/24	CHARGE		*** COMPLETELY DELETED *** EBERSOLE, DARRELL WAYNE EBERSOLE, SANDRA LYNN	BANK OF MONTREAL	
LT174069	2001/01/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
		REMARKS: RE: R0716036				
LT175204	2001/02/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: R0716035				
SN154465	2001/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: R0665517				
SN205318	2010/03/10	CHARGE		*** COMPLETELY DELETED *** EBERSOLE, DARRELL WAYNE EBERSOLE, SANDRA LYNN	BANK OF MONTREAL	
SN210071	2010/05/07	POSTPONEMENT		*** COMPLETELY DELETED *** BANK OF MONTREAL	BANK OF MONTREAL	
		REMARKS: LT174068 POSTPONED TO SN210076				
SN336107	2012/01/24	CHARGE	\$363,200	EBERSOLE, DARRELL WAYNE EBERSOLE, SANDRA LYNN	BANK OF MONTREAL	C
SN337126	2012/02/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: SN205318				
SN338007	2012/02/15	POSTPONEMENT		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #59

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

66244-0134 (LTI)

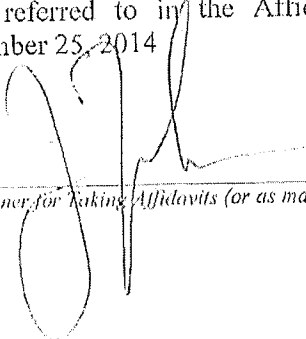
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PAGE 3 OF 2
PREPARED FOR JHANGELL
ON 2014/11/22 AT 16:19:54

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: LTI74528 TO SH336167				BANK OF MONTREAL	BANK OF MONTREAL	
58394046	2013/12/18	CHARGE	\$200,000	EBERSOLE, MAXWELL WAYNE EBERSOLE, SANDRA LYNN	CURTIS GAIL DEVELOPMENT CORPORATION	C
58415641	2014/11/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: LTI74528						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "O" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Transfer/Deed of Land

Revised 2011/10/10-11/11 by the Province of Ontario

Form 1 - Land Registration Reform Act

A

665551		(1) Registry ☒ Land Titles ☐	(2) Page 1 of 2 pages
CERTIFICATE OF REGISTRATION CERTIFICATE OF REGISTRATION NIAGARA SOUTH/REG(55)WELLAND		(3) Property Identifier(s) Block Property	Additional: See Schedule ☐
'94 01 21 13 41		(4) Consideration Two Dollars \$2.00	
New Property Identifier(s) <i>None</i>		(5) Description This is a: Property Division ☐ Property Consolidation ☐	
LAND REGISTRAR/REGISTRAR: <i>None</i>		Part of Lot 9 Concession 11 Niagara River, Township of Bertie being parts 1 and 2 on Ref Plan 59R-8692, subject to an easement over part of Lot 9, Con 11 N.R. being part 2 on 59R-8692, Town of Fort Erie Regional Municipality of Niagara	
Exemptions		Additional: See Schedule ☐	
(6) This Document Contains	(6) Redescription New Easement Plan/Sketch ☐	(6) Schedule for: Description ☐ Additional Parties ☐ Other ☐	(7) Interest/Estate Transferred Fee Simple
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am a spouse. The person consenting below is my spouse.			
Name(s) EBERSOLE, Darrell Wayne		Signature(s) <i>[Signature]</i>	Date of Signature Y M D 1994 01 20
Name(s) EBERSOLE, Sandra Lynn		Signature(s) <i>[Signature]</i>	Date of Signature Y M D 1994 01 20
(10) Transferor(s) Address for Service 2194 East Avenue, Stevensville, Ontario L0S 1S0			
(11) Transferee(s)		Date of Birth Y M D	
EBERSOLE, Darrell Wayne		1957 11 23	
EBERSOLE, Sandra Lynn		1962 06 10	
Joliet Tonnanta			
(12) Transferee(s) Address for Service 2194 East Avenue, Stevensville, Ontario, L0S 1S0, File A855			
(13) Transferor(s) The transferor certifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 60 of the Planning Act.		Date of Signature Y M D	
Signature		Signature	
Solicitor for Transferor(s) I have explained the effect of section 60 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.		Date of Signature Y M D	
Name and Address of Solicitor		Signature	
(14) Solicitor for Transferee(s) I have investigated the title to this land and so submitting land where relevant and I am satisfied that the title records reveal no contravention as set out in subsection 60(2)(a) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 60 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.		Date of Signature Y M D	
Name and Address of Solicitor		Signature	
(15) Assessment Roll Number of Property 27 03 020 029 03100		Fees and Tax	
(16) Municipal Address of Property 2194 East Avenue, Stevensville, Ontario, L0S 1S0, File A855		Registration Fee 50.00	
(17) Document Prepared by Gerard A. Marchand, 29 Jarvis Street, P.O. Box 68, Fort Erie, Ontario, L2A 5M6		Land Transfer Tax 2.00	
		Total 52.00	

Revised 2011/10/10-11/11 by the Province of Ontario

Document prepared using the Computer, by the Province of Ontario

2011/10/10-11/11

Darrell Wayne Ebersole

Phenylephrine and Sandra Lynn Ebersole

1: (see the Division 2 and print name(s) in A-1) **Marrell Wayne Kherole and Shonda Lynn Kherole**

1. I am (place a check mark within the square opposite that one of the following paragraphs that describes the capacity of the depositor(s)); (see instruction 2)

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clause 1(1)(i) and (2) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions of Form 5)
- None

THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- All Elements
Must Be
Filled In
Insert "X"
Where
Applicable

- | | | |
|---|---------|---------|
| (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) | \$ 2.00 | \$ 2.00 |
| (h) VALUE OF ALL CHATTELS - Name of tangible personal property (Total Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Total Sales Tax Act", R.S.Q. 1960, c.64, as amended) | | \$ Nil |
| (i) Other consideration for transaction not included in (a) or (h) above | | \$ Nil |
| (j) TOTAL CONSIDERATION | | \$ 2.00 |

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 4)
transfer is from husband to self and wife for natural love and affection

7. Other remarks and explanations, if necessary. 11/11

Sworn before me at the Town of Port Erie
in the Regional Municipality of Niagara
this 20th day of January 10th

10 94 BETTY-ANN MILDRED NEWEL, a
Commissioner, etc., Regional Mu-
nicipality of Niagara, for Oswald A.
Marchand, Barrister and Solicitor.
Expires November 10, 1994.

Sandra Lynn Ebersole
Darrell Wayne Ebersole

Property Information Record

- A. Describe nature of instrument: Transfer/Deed of Land
 B. (1) Address of property being conveyed (if available):
2194 East Avenue, Steelesville, Ontario, L0S 1S0
 (U) Assessment Roll No. (if available): 27.03.020.029.03100
 C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being
conveyed (see instruction 7):
2194 East Avenue, Steelesville, Ontario L0S 1S0
 D. (1) Registration number for last conveyance of property being conveyed (if available):
 (2) Legal description of property conveyed: Same as in D.(1) above. Yes ☐ No ☐
 E. Name(s) and address(es) of each transferee's solicitor:
Gerard A. Marchand, 22 Jarvis Street,
P.O. Box 68, Fort Erie, Ontario, L2A 5M6
TEL 8443

For Land Registry Office Use Only

Registration No.

Registered Only

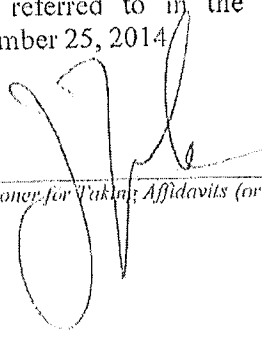
Lead Ministry Office the

School Tax Support (Voluntary Election) See reverse for explanation

- (b) Are all individual transferees Roman Catholic? Yes ☐ No ☐
- (c) If yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
- (d) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
- (e) If yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

MOYR) As to (a) and (d) the land being transferred will be assigned to the French Public School Board or School unless otherwise directed in (a) and (b). 04490 (00-09)

This is Exhibit "P" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

Properties

PIN 64244 - 0134 LT Interest/Estate Fee Simple
 Description PT LT 9 CON 11 NIAGARA RIVER BERTIE PT 1 & 2 59R6692 ; S/T BE35136 FORT
 ERIE
 Address 2194 EAST AVE
 STEVENSVILLE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name EBERSOLE, DARRELL WAYNE
 Address for Service 2194 EAST AVENUE, STEVENSVILLE,
 ONTARIO, L0S 1S0

I am at least 18 years of age.

EBERSOLE, SANDRA LYNN and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name EBERSOLE, SANDRA LYNN
 Address for Service 2194 EAST AVENUE, STEVENSVILLE,
 ONTARIO, L0S 1S0

I am at least 18 years of age.

EBERSOLE, DARRELL WAYNE and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name BANK OF MONTREAL
 Address for Service 4365 QUEEN STREET, NIAGARA FALLS, ON, L2E 2K9

Provisions

Principal \$363,200.00 Currency CDN
 Calculation Period
 Balance Due Date ON DEMAND
 Interest Rate SEE SCHEDULE
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 8545
 Insurance Amount See standard charge terms
 Guarantor

Additional Provisions

The amount inserted as Principal herein is not the maximum principal amount secured by the charge. The maximum principal amount secured by the charge is outlined in the set of Standard Charge Terms filed as No. 8545. The interest rate inserted or referred to herein applies to the Sum, as that term is defined in Standard Charge Terms No. 8545. See Standard Charge Terms No. 8545 for the interest rates applicable to all other indebtedness secured by the charge. This forms part of a charge made pursuant to the Land Registration Reform Act, 1984 and regulations thereunder (hereinafter the charge and Schedules thereto are collectively called the "charge") from DARRELL WAYNE EBERSOLE and SANDRA LYNN EBERSOLE identified in the charge as Chargor, in favour of Bank of Montreal, identified in the charge as Chargee.

1. All capitalized terms used herein not otherwise defined in the charge that are defined in the set of Standard Charge Terms filed as No.

Additional Provisions

8545 shall have the same meanings herein as in such set of Standard Charge Terms.

2. The Indebtedness (including the Sum) is payable on demand.

3. (a) The Chargor shall pay to the Chargee and this charge shall secure inter alia payment of interest on the Sum, being the amount set out both before and after demand, maturity, default and judgment at a variable rate per annum (hereinafter called the "Actual Mortgage Rate") equivalent to the rate which is 0.50000 % per annum Less than the Chargee's Personal Line of Credit Base Rate.

(b) All amounts paid to the Chargee hereunder shall be applied firstly to pay compound interest, secondly to pay interest (other than compound interest), thirdly to reduce the principal amount secured by the charge then outstanding and fourthly to pay all other amounts owing by the Chargor to the Chargee.

(c) For purposes hereof, the "Chargee's Personal Line of Credit Base Rate" shall mean the rate declared by the Chargee from time to time as the base rate it will use to determine the rate of interest payable by chargors to the Chargee on charges and mortgages of property in Canada securing personal lines of credit and designated by the Chargee as its personal line of credit base rate.

(d) All such interest shall be calculated monthly not in advance and, prior to demand, shall be payable monthly from the date hereof to the date of payment of the Sum in full.

(e) On 1/3/2012 the Chargee's Personal Line of Credit Base Rate was 4.00000 % per annum calculated monthly not in advance. Therefore on such date, the Actual Mortgage Rate was 3.50000 % per annum calculated monthly not in advance which is equivalent to 3.52562 % per annum calculated half-yearly not in advance.

(f) The Actual Mortgage Rate shall change automatically, without notice to the Chargor, forthwith upon each change in the Chargee's Personal Line of Credit Base Rate. The Chargee may, in its sole discretion, change the Chargee's Personal Line of Credit Base Rate at any time from time to time.

4. The Agreement refers to each line of credit agreement made between the Chargor and the Chargee as amended, renewed, extended, substituted, restated, or replaced from time to time setting forth the terms and conditions upon which the Chargee and any other parties, as applicable will establish a line, or lines, of credit and line of credit account(s) in favour of Chargor and any other parties, as applicable.

5. In accordance with subsection 9(2) of the Act, subparagraph 5(g) (xiv) of the Set of Standard Charge Terms filed as No. 8545 is hereby varied by deleting the said paragraph and substituting therefor:

(xiv) no sale or other dealing by the Chargee with the Charged land or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the moneys secured by the charge.

Signed By

Dorothy Irene Morley

4 Hughson St. S., Suite 901
Hamilton
L8N 3Z1acting for Chargor Signed 2012 01 24
(s)

Tel 9056774663

Fax 9055251985

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

First Canadian Title Company Limited

4 Hughson St. S., Suite 901
Hamilton
L8N 3Z1

2012 01 24

Tel 9056774663

Fax 9055251985

Fees/Taxes/Payment

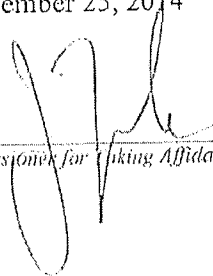
Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number :

98113201024370/11354001833

This is Exhibit "Q" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

Properties

PIN 64244 - 0134 LT Interest/Estate Fee Simple
Description PT LT 9 CON 11 NIAGARA RIVER BERTIE PT 1 & 2 59R8692 ; S/T BE35136 FORT
ERIE
Address 2194 EAST AVE
FORT ERIE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name EBERSOLE, DARRELL WAYNE
Address for Service 2194 East Avenue
Fort Erie, Ont., L0S 1S0

I am at least 18 years of age.
Sandra Lynn Ebersole and I are spouses of one another and are both parties to this document.
This document is not authorized under Power of Attorney by this party.

Name EBERSOLE, SANDRA LYNN
Address for Service 2194 East Avenue
Fort Erie, Ont., L0S 1S0

I am at least 18 years of age.
Darrell Wayne Ebersole and I are spouses of one another and are both parties to this document.
This document is not authorized under Power of Attorney by this party.

Chargee(s)**Capacity****Share**

Name CURTIS GAIL DEVELOPMENT CORPORATION
Address for Service 4490 Montrose Road
Niagara Falls, Ontario
L2H 1K2

Provisions

Principal	\$200,000.00	Currency	CDN
Calculation Period	yearly, not in advance		
Balance Due Date	On Demand		
Interest Rate	18.0%		
Payments	\$3,000.00		
Interest Adjustment Date	2013 12 18		
Payment Date	18th day of each & every month		
First Payment Date	2014 01 18		
Last Payment Date	2014 12 18		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions**PAYMENTS**

The monthly payment is a payment towards interest only.

PROMISSORY NOTE

This Charge/Mortgage of Land is additional security for a Promissory Note of even date. Any payment with respect to the Promissory Note shall also be payment with respect to this Charge and vice versa. Payment in full of the Promissory Note shall constitute payment in full of the other.

Additional Provisions

SALE OF CONVEYANCE

This Charge/Mortgage shall become due and payable in full without penalty or bonus in the event title to the property is transferred.

Signed By

John Joseph Broderick

4625 Ontario Avenue Box 897
Niagara Falls
L2E 6V6acting for Chargor Signed 2013 12 19
(s)

Tel 905-356-2621

Fax 905-356-6904

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BRODERICK & PARTNERS LLP

4625 Ontario Avenue Box 897
Niagara Falls
L2E 6V6

2013 12 19

Tel 905-356-2621

Fax 905-356-6904

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

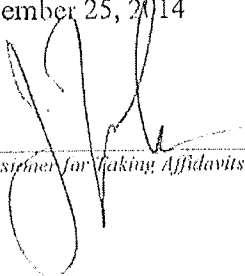
Total Paid \$60.00

File Number

Charged Client File Number :

130890

This is Exhibit "R" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Search Results
ID=2483389

CORPORATE SERVICES LTD

Current: 18/11/2014 02:59:18
Submitted: 18/11/2014 02:45:02
Completed: 18/11/2014 02:48:58

Your Ref No. ESCWEB2483389

PSSME01	PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM	11/18/2014
TIP73509	ENQUIRY REQUEST	14:55:58

FILE CURRENCY 17NOV 2014
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVEDE

SEARCH TYPE (BD,IN,IS,MV) : IN
SEARCH CRITERIA : Darrell;Ebersole

SUB-SEARCH
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS
NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :
PRINT RESPONSE LOCALLY (Y/N) : N

PSSME18 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 INDIVIDUAL DEBTOR INDEX 14:56:04
ACCOUNT : 009313-0001
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

S	IN	BIRTH	ADDRESS		SECURED PARTY
S			2194 EAST AVENUE	STEVENSVILLE	TRISURA GUARANTEE INSURANCE
S					BORDEN LADNER GERVAIS LLP (
S	W	23NOV1957	2194 EAST AVENUE	STEVENSVILLE	CATERPILLAR FINANCIAL SERVI
S	W	23NOV1957	2194 EAST AVE	STEVENSVILLE	ALLY CREDIT CANADA LIMITED
S	W	23NOV1957	2194 EAST AVENUE	STEVENSVILLE	CURTIS GAIL DEVELOPMENT COR
S	W	23NOV1957			BORDEN LADNER GERVAIS LLP (

PSSME19 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 RESPONSE SUMMARY/HIGH VOLUME 14:56:34
ACCOUNT : 009313-0001
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

RESPONSE CONTAINS : APPROXIMATELY 4 FAMILIES 12 PAGES

- FOR VERBAL RESPONSE, ENTER "V" IN RESPONSE TYPE.
- TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE : _____
RESPONSE MAILING ADDRESS
NAME : _____
ADDRESS : _____
CITY : _____ PROV : _____
POSTAL CODE : _____
PRINT RESPONSE LOCALLY (Y/N) : N

PSSMED02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:56:38
ACCOUNT : 009313-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

00 FILE NUMBER : 694675386 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1003 1462 0934 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME: DARREL EBERSOLE
03 BUS NAME: OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 INVENTORY

14 EQUIPMENT

15 ACCOUNTS

16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY

17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22

CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2

```

00 FILE NUMBER : 694675386   EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING :          PAGE : 02 OF 002   MV SCHEDULE ATTACHED :
   REG NUM : 20140326 1003 1462 0934 REG TYP: P   PPSA   REG PERIOD: 10
02 IND DOB :          IND NAME:
03 BUS NAME:
                                OCN :
04 ADDRESS :
   CITY :          PROV:          POSTAL CODE:
05 IND DOB :          IND NAME:
06 BUS NAME:
                                OCN :
07 ADDRESS :
   CITY :          PROV:          POSTAL CODE:

```

```

09 ADDRESS :
   CITY      :
   CONS.      :
   GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT
   POSTAL CODE:
   DATE OF OR NO FIXED
   MATURITY MAT DATE
10
   YEAR MAKE
   MODEL
   V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 OTHER
14 MOTOR VEHICLES INCLUDED
15
16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
   CITY      : TORONTO
   PROV: ON
   POSTAL CODE: M5H2R2

```

15
16 NAME : TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV : ON POSTAL CODE : M5H2R2

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 2C REGISTRATION - SCREEN 1 14:57:14
ACCOUNT : 009313-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 4 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

FILE NUMBER 694675386
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 002 MV SCHED: 20141117 1608 1862 5186
21 REFERENCE FILE NUMBER : 694675386
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME: DARRELL EBERSOLE
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: TO AMEND THE NAME OF THE DEBTOR AND ADD THE DEBTOR'S DATE OF BIRTH
27 /DESCR: ON LINE 02/05 OF REGISTRATION NO. 20140326 1403 1462 1163, AND TO
28 : REMOVE REFERENCE TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON
02/05 IND/TRANSFEE: 23NOV1957 DARRELL W EBERSOLE
03/06 BUS NAME/TFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)
17 ADDRESS : 40 KING STREET WEST, SUITE 4400
CITY : TORONTO PROV : ON POSTAL CODE : M5H 3Y4

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 2C REGISTRATION - SCREEN 1 14:57:26
ACCOUNT : 009313-0001 FAMILY : 1 OF 4 ENQUIRY PAGE : 5 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

FILE NUMBER 694675386
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 002 OF 002 MV SCHED: 20141117 1608 1862 5186
21 REFERENCE FILE NUMBER : 694675386
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: LINES 13-15 OF REGISTRATION NO. 20140326 1003 1462 0934
27 /DESCR:
28 :
02/05 IND/TRANSFEEER:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:57:38
ACCOUNT : 009313-0001 FAMILY : 2 OF 4 ENQUIRY PAGE : 6 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

00 FILE NUMBER : 620706141 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20051122 1701 8077 6370 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : 23NOV1957 IND NAME: DARRELL W EBERSOLE
06 BUS NAME: OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0

08 SECURED PARTY/LIEN CLAIMANT :
CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS : 700 DORVAL DRIVE, SUITE 705
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3V3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
11 2005 CATERPILLAR 330CL CAT0330CLDKY03525

12 GENERAL COLLATERAL DESCRIPTION

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16 AGENT: REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:57:50
ACCOUNT : 009313-0001 FAMILY : 2 OF 4 ENQUIRY PAGE : 7 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

00 FILE NUMBER : 620706141 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20051122 1701 8077 6370 REG TYP: REG PERIOD:
02 IND DOB : 23NOV1957 IND NAME: WAYNE D EBERSOLE
03 BUS NAME:

OCN :
04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 150
05 IND DOB : IND NAME:
06 BUS NAME: D & S RAILWAY CONSTRUCTION INC.

OCN :
07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 150

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

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SEARCH : IN : DARGELL;EBERSOLE
                                           FILE NUMBER 620706141
                                PAGE TOT      REGISTRATION NUM  REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20091208 1715 0077 7732 P PPSA
21 REFERENCE FILE NUMBER : 620706141
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

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OCN :

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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09 ADDRESS :
   CITY      :
   CONS.
   GOODS INVTY EQUIP ACCTS OTHER
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16 NAME : REGISTRY = RECOVERY INC.
17 ADDRESS : 1551 THE QUEENSWAY
   CITY      : TORONTO
   PROV : ON
   POSTAL CODE : M8Z 1T5

```

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 2C REGISTRATION - SCREEN 1 14:58:14
ACCOUNT : 009313-0001 FAMILY : 2 OF 4 ENQUIRY PAGE : 9 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

FILE NUMBER 620706141
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20091218 1032 8077 8641 P PPSA
21 REFERENCE FILE NUMBER : 620706141
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFeree:
03/06 BUS NAME/TRFER:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 3C REGISTRATION - SCREEN 1 14:58:26
ACCOUNT : 009313-0001 FAMILY : 2 OF 4 ENQUIRY PAGE : 10 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE
FILE NUMBER 620706141

01 REGISTRATION NUMBER : 20141031 1629 8077 6552

31 REF FILE NUM: 620706141 CHANGE CODE: C DISCHRG RENEWAL YEARS:
32 REF IND NAME:
33 REF BUS NAME: EBERSOLE EXCAVATING INC. OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME

REGISTRY = RECOVERY INC.

09/17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO

PROV : ON

POSTAL CODE : M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:58:32
ACCOUNT : 009313-0001 FAMILY : 3 OF 4 ENQUIRY PAGE : 11 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

00 FILE NUMBER : 665481321 EXPIRY DATE : 28OCT 2015 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20101028 1453 1530 6399 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : 23NOV1957 IND NAME: DARRELL W EBERSOLE
03 BUS NAME: OCN :

04 ADDRESS : 2194 EAST AVE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ALLY CREDIT CANADA LIMITED
09 ADDRESS : P.O. BOX 5000, STATION D
CITY : ETOBICOKE PROV: ON POSTAL CODE: M9A 5E3
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X 55825 X
YEAR MAKE MODEL V.I.N.
11 2011 GMC SIERRA 1GT221C89BZ152674
12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : SUITE 200 - 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 DISPLAY 1C REGISTRATION - SCREEN 1 14:58:44
ACCOUNT : 009313-0001 FAMILY : 4 OF 4 ENQUIRY PAGE : 12 OF 12
FILE CURRENCY : 17NOV 2014
SEARCH : IN : DARRELL;EBERSOLE

00 FILE NUMBER : 692708355 EXPIRY DATE : 19DEC 2015 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20131219 1134 1793 1126 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN : 1162627

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0
05 IND DOB : 23NOV1957 IND NAME: DARRELL W EBERSOLE
06 BUS NAME: OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0

08 SECURED PARTY/LIEN CLAIMANT :
CURTIS GAIL DEVELOPMENT CORPORATION

09 ADDRESS : 4490 MONTROSE ROAD
CITY : NIAGARA FALLS PROV: ON POSTAL CODE: L2H1K2
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 200000 18DEC2015
YEAR MAKE MODEL V.I.N.
11 1999 WESTERN STAR 4964S 2WLPCCCJ6XK957119
12

GENERAL COLLATERAL DESCRIPTION

13 CHATTEL MORTGAGE

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16 AGENT: BRODERICK & PARTNERS LLP (MAD)

17 ADDRESS : 4625 ONTARIO AVENUE, P.O. 897

CITY : NIAGARA FALLS PROV: ON POSTAL CODE: L2E6V6

LAST SCREEN

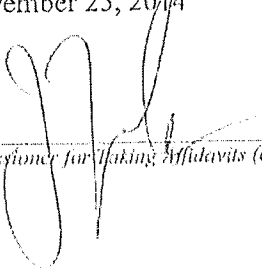
PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73509 ENQUIRY REQUEST 14:58:56

FILE CURRENCY 17NOV 2014
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,JS,MV) :
SEARCH CRITERIA :

SUB-SEARCH
 RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS
 NAME :
 :
 ADDRESS :
 CITY : PROV :
 POSTAL CODE :
PRINT RESPONSE LOCALLY (Y/N) : N
ENQUIRY FOR "DARRELL;EBERSOLE" ENDED

This is Exhibit "S" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Search Results
ID=2483389

Current: 18/11/2014 02:58:51
Submitted: 18/11/2014 02:45:47
Completed 18/11/2014 02:48:32

Your Ref No. ESCWEB2483389

PSSME01	PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM	11/18/2014
TIP73507	ENQUIRY REQUEST	14:57:23

FILE CURRENCY 17NOV 2014

CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) : IN

SEARCH CRITERIA : Sandra;Ebersole

SUB-SEARCH

RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :

RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :

RESPONSE MAILING ADDRESS

NAME :

ADDRESS :

CITY :

POSTAL CODE :

PROV :

PRINT RESPONSE LOCALLY (Y/N) : N

PSSME19 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 RESPONSE SUMMARY/HIGH VOLUME 14:57:28
ACCOUNT : 009313-0001
FILE CURRENCY : 17NOV 2014
SEARCH : IN : SANDRA;EBERSOLE

RESPONSE CONTAINS : APPROXIMATELY 1 FAMILIES 3 PAGES

- FOR VERBAL RESPONSE, ENTER "V" IN RESPONSE TYPE.
- TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE : _____
RESPONSE MAILING ADDRESS
NAME : _____
ADDRESS : _____
CITY : _____ PROV : _____
POSTAL CODE : _____
PRINT RESPONSE LOCALLY (Y/N) : N

PSSMF02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP/3507 DISPLAY 1C REGISTRATION - SCREEN 1 14:57:54
ACCOUNT : 009313-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3
FILE CURRENCY : 17NOV 2014
SEARCH : IN : SANDRA;EBERSOLE

00 FILE NUMBER : 694675395 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1003 1462 0935 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME: SANDRA EBERSOLE
03 BUS NAME: OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 INVENTORY
14 EQUIPMENT
15 ACCOUNTS
16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:58:06
ACCOUNT : 009313-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3
FILE CURRENCY : 17NOV 2014
SEARCH : IN : SANDRA;EBERSOLE

00 FILE NUMBER : 694675395 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1003 1462 0935 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 OTHER

14 MOTOR VEHICLES INCLUDED

15

16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY

17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22

CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 2C REGISTRATION - SCREEN 1 14:58:18
ACCOUNT : 009313-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3
FILE CURRENCY : 17NOV 2014
SEARCH : IN : SANDRA;EBERSOLE

FILE NUMBER 694675395
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20141117 1607 1862 5183
21 REFERENCE FILE NUMBER : 694675395
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME: SANDRA EBERSOLE
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON: TO AMEND THE NAME OF THE DEBTOR ON LINE 02 AND TO REMOVE REFERENCE
27 /DESCR: TO THE GENERAL COLLATERAL DESCRIPTION LISTED ON LINES 13-15 OF
28 : REGISTRATION NO. 20140326 1003 1462 0935
02/05 IND/TRANSFEE: SANDRA L EBERSOLE
03/06 BUS NAME/TFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)

17 ADDRESS : 40 KING STREET WEST, SUITE 4400

CITY : TORONTO PROV : ON POSTAL CODE : M5H 3Y4

LAST SCREEN

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 ENQUIRY REQUEST 14:58:30

FILE CURRENCY 17NOV 2014
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

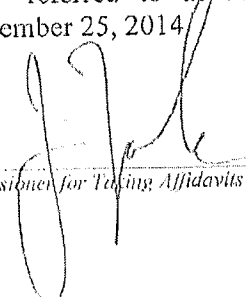
SEARCH TYPE (BD,IN,IS,MV) :
SEARCH CRITERIA :

SUB-SEARCH
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS

NAME :
:
ADDRESS :
CITY : PROV :
POSTAL CODE :

PRINT RESPONSE LOCALLY (Y/N) : N
ENQUIRY FOR "SANDRA;EBERSOLE" ENDED

This is Exhibit "T" referred to in the Affidavit of Michael
McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

**Bankruptcy and Insolvency Records Search Results |
Résultats de recherche dans le registre des dossiers de faillite et d'insolvabilité**

2014-11-18

Search Criteria | Critères de recherche : EBERSOLE EXCAVATING INC

Reference | Référence : 075278 SHANE

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2014-11-14, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites a révélé l'information suivante, pour la période allant de 1978 au 2014-11-14, selon les critères de recherche susmentionnés.

Estate Number Numéro du dossier :	32-1883424
Estate Name Nom du dossier :	Ebersole Excavating Inc.
Alias:	
Birth Date Date de naissance :	//
Province :	ONTARIO
Address Adresse :	2194 East Avenue, Stevensville, ONTARIO, L0S1S0
Estate Type Type de dossier :	COMMERCIAL PROPOSAL PROPOSITION COMMERCIALE
Date of Proceeding Date de la procédure :	2014-07-18
Total Liabilities* Total du passif* :	\$3,873,471.00
Total Assets* Total de l'actif* :	\$909,143.00
First Meeting of Creditors Première assemblée des créanciers :	2014-08-08 10:00
Discharge Status Statut de la libération :	
Effective Date Date d'entrée en vigueur :	//
Court Number Numéro de cour :	32-1883424
* As declared by debtor Tel que déclaré par le débiteur	
Appointed Trustee or Administrator Syndic ou administrateur nommé :	BDO CANADA LIMITED / BDO CANADA LIMITEE
Responsible Person Personne responsable :	NAUMIS, PETER
Address Adresse :	1 City Centre Drive Mississauga, ONTARIO, L5B 1M2
Telephone Téléphone :	905-615-8787
Fax Télécopieur :	905-615-1333
Trustee or Administrator's Discharge Date Date de la libération du syndic ou de l'administrateur :	//

Canada



Protecting the
Integrity of the
Insolvency System

Protéger l'intégrité
du système
d'insolvabilité



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

Bankruptcy and Insolvency Records Search Results |
Résultats de recherche dans le registre des dossiers de faillite et d'insolvabilité

2014-11-18

Search Criteria |
Critères de recherche :

D & S RAILWAY CONSTRUCTION INC.

Reference |
Référence :

075278 SHANE

A search of the Office of the
Superintendent of Bankruptcy records
has revealed no information, for the
period 1978 to 2014-11-14, based
on the search criteria above-mentioned.

Une recherche dans le registre du Bureau
du surintendant des faillites n'a révélé
aucune information, pour la période
allant de 1978 au 2014-11-14, selon
les critères de recherche susmentionnés.



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

Bankruptcy and Insolvency Records Search Results |
Résultats de recherche dans le registre des dossiers de faillite et d'insolvabilité

2014-11-18

Search Criteria | EBERSOLE DARRELL
Critères de recherche :

Reference | 075278 SHANE
Référence :

A search of the Office of the
Superintendent of Bankruptcy records
has revealed no information, for the
period 1978 to 2014-11-14, based
on the search criteria above-mentioned.

Une recherche dans le registre du Bureau
du surintendant des faillites n'a révélé
aucune information, pour la période
allant de 1978 au 2014-11-14, selon
les critères de recherche susmentionnés.



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

Bankruptcy and Insolvency Records Search Results |
Résultats de recherche dans le registre des dossiers de faillite et d'insolvabilité

2014-11-18

Search Criteria | EBERSOLE SANDRA
Critères de recherche :

Reference | 075278 SHANE
Référence :

A search of the Office of the
Superintendent of Bankruptcy records
has revealed no information, for the
period 1978 to 2014-11-14, based
on the search criteria above-mentioned.

Une recherche dans le registre du Bureau
du surintendant des faillites n'a révélé
aucune information, pour la période
allant de 1978 au 2014-11-14, selon
les critères de recherche susmentionnés.

Canada



Protecting the
Integrity of the
Insolvency System

Protéger l'intégrité
du système
d'insolvabilité

This is Exhibit "U" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #59

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64441-0216 (LT)

PAGE 1 OF 5
PREPARED FOR JNampell
ON 2014/11/23 AT 16:16:01

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION

PT LOTS 1322 & 1281 PL 984, LOTS 1323-1325 PL 984, LOTS 1278-1280 PL 984 PT OF MITCHNER AVE (FMLY SEVENTH AVE, CLOSED BY B854566) PL 984, PT LOTS 1500, 1524-1526 PL 984, LOTS 1501-1503 PL 984, LT 1527 PL 984, PT OF MCPHERSON AVE (FMLY SIXTH AVE, CLOSED BY B854566) PL 984, PT LOTS 2711 & 1756 PL 984, PT OF HODGES AVE (FMLY FIFTH AVE, CLOSED BY B854566) PL 984, PT LOTS 1976 & 2011 PL 984, LOTS 1975 & 2012 PL 984, PT OF DENBERRY AVE (FMLY THIRD AVE, CLOSED BY B854566) PL 984, PT LOTS 2651-2657 PL 984, BLUEGRASS AVE (FMLY HANCOCK & SMT JOHN ST CLOSED BY B854566) LOTS 1710 & 1757 PL 984; PT OF TUTTS AVE (FMLY EIGHTH AVE) PL 984 LYING NORTH OF BLUEGRASS AVE; PT OF HUGHES AVE (FMLY NINTH AVE) PL 984, LYING NORTH OF BLUEGRASS AVE; PT OF ANDERSON AVE (FMLY TENTH AVE) PL 984 LYING NORTH OF BLUEGRASS AVE; PT OF DAVIS AVE (FMLY ELEVENTH AVE) PL 984 LYING NORTH OF BLUEGRASS AVE; PT OF DITCH AVE (FMLY TWELFTH AVE) PL 984, LYING NORTH OF BLUEGRASS AVE; PT OF GUNSET AVE (FMLY CHIEFFENA AVE) PL 984, LYING NORTH OF BLUEGRASS AVE; PT OF WARNER ST (FMLY PARK RD) PL 984 LYING ON THE WESTERLY LIMIT OF WATER ST; THIS DESCRIPTION WILL NOT BE ACCEPTABLE IN THE FUTURE; PT LOTS 98 & 143 PL 984, LOTS 97 & 144 PL 984; PT LOTS 225 & 250 PL 984, LOTS 251 & 227 PL 984; PT LOTS 445 & 450 PL 984, LOTS 444 & 491 PL 984; PT LOTS 620 & 644 PL 984, LOTS 621 & 645 PL 984; PT LT 884 PL 984, LT 885 PL 984; PT LOTS 1050, 1063, 1084 PL 984, LOTS 1061 & 1085 PL 984; LOTS 1230-1277 PL 984; BEING PT OF PT 2 59R10162; THIS DESCRIPTION WILL NOT BE ACCEPTABLE IN THE FUTURE; LOTS 1528-1575 PL 984, LOTS 1602-1709 PL 984, LOTS 1861-1908 PL 984 LOTS 1927-1974 PL 984, LOTS 2050-2129 PL 984, KILGOUR AVE (FMLY SECOND AVE, CLOSED BY B854566) PL 984, LOTS 2249-2255 PL 984; SUNSET AVE (FMLY CHIEFFENA AVE) PL 984 LYING BTH SUTTON AVE & BLUEGRASS AVE; DELICH AVE (FMLY TWELFTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; DAVIS AVE (FMLY ELEVENTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; ANDERSON AVE (FMLY TENTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; HUGHES AVE (FMLY NINTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; TUTTS AVE (FMLY EIGHTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; HODGES AVE (FMLY SEVENTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; MITCHNER AVE (FMLY SIXTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; MCPHERSON AVE (FMLY FIFTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; DENBERRY AVE (FMLY THIRD AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; HANCOCK & SMT JOHN ST (FMLY FIRST AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; WATER ST (FMLY FOURTH AVE) PL 984, LYING BTH SUTTON AVE & BLUEGRASS AVE; BEING PT 7 CN 59R10162; WELLAND

PROPERTY REMARKS

EXTRACT QUALIFIER:
PER SIMPLE
LT CONVERSION QUALIFIED

SEQUENCE

CONSOLIDATION FROM 64441-0206 64441-0209 64441-0211 64441-0213 64441-0215 64441-0217
64441-0219 64441-0221 64441-0223 64441-0225 64441-0227 64441-0229 64441-0231 64441-0233
64441-0082 64441-0209 64441-0158 64441-0159 64441-0160 64441-0161 64441-0162 64441-0163
64441-0164 64441-0165 64441-0166 64441-0167 64441-0168 64441-0169 64441-0170 64441-0171
64441-0172 64441-0173 64441-0174 64441-0175 64441-0176 64441-0177 64441-0178 64441-0179
64441-0180 64441-0182 64441-0183 64441-0184 64441-0185 64441-0186 64441-0187 64441-0188
64441-0189 64441-0190 64441-0192 64441-0200 64441-0181

FIN CREATION DATE:
2003/04/23

OWNERS' NAMES

THE REGIONAL MUNICIPALITY OF NIAGARA

SPECIALTY SHARE
NONE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CRRT/ CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/04/23 **				
** SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 64(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES				
**		AND EIGHTH OF FIFTEENTH TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO COULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				

NOTE: ADDITIONAL PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #99

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64441-0216 (LT)

PAGE 2 OF 3
PREPARED FOR Jhuapell
ON 2014/11/23 AT 16:10:01

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CITE
**	IF THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1959/01/19 **						
PL984	1910/12/31	PLAN SUBDIVISION		*** DELETED AGAINST THIS PROPERTY ***		
CORRECTIONS: THIS INSTRUMENT WAS DELETED FROM PROPERTY 64441-0207 IN ERROR AND WAS RE-INSTATED ON 2003/04/22 BY NAJEE FAIGOU.						
NA71266	1962/24/17	BYLAW				C
DB1674	1964/10/21	BYLAW				C
B962467	1977/09/19	BYLAW				C
70121126	1977/07/15	BYLAW				C
6082142	1978/05/17	CERT TAX ABRIAS		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE CITY OF WELLAND	
NE163471	1986/11/14	CERTIFICATE				C
REMARKS: APPROVAL						
5584654	1994/01/06	PLAN REFERENCE				C
NO722353	1997/03/26	CERTIFICATE				C
REMARKS: APPROVAL						
54910152	1997/12/16	PLAN REFERENCE				C
17265162	2002/01/05	TRANSFER		THE CORPORATION OF THE CITY OF WELLAND	THE REGIONAL MUNICIPALITY OF NIAGARA	C
6H362077	2012/10/17	ACL (GHSFPA)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF WELLAND		
REMARKS: DELETE NO187342						
SN34972A	2013/11/01	CONSTRUCTION LIEN	\$568,287	MY-CRACK PRECAST CONCRETE LTD.		C
SN717057	2013/11/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		

NOTE: ANYTHING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY
NOTE: ENSURE THAT YOUR PRINTOUT SHOWS THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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OFFICE #59

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64441-0236 (LT)

PAGE 3 OF 3
PREPARED FOR JNacpelli
ON 2014/11/23 AT 16:18:01

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REC. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CBRD
SN100111	2013/11/10	CERTIFICATE		EMCO CORPORATION		
		REMARKS: LIEN SN388724		HY-GRADE PRECAST CONCRETE LTD.	EBERSOLE EXCAVATING INC. THE REGIONAL MUNICIPALITY OF NIAGARA	C
SN388724	2014/01/10	CERTIFICATE		*** COMPLETELY DELETED *** EMCO CORPORATION	EBERSOLE EXCAVATING INC. THE REGIONAL MUNICIPALITY OF NIAGARA	
		REMARKS: SN390507				
SN401237	2014/04/16	D19 CONSTRUCT LIEN		*** COMPLETELY DELETED *** EMCO CORPORATION		
		REMARKS: SN390507.				
SN407015	2014/06/25	LIEN	\$49,597	BULLETT TRADE SERVICES LTD.		C
SN411894	2014/08/15	CONSTRUCTION LIEN	\$163,428	WEINMANN ELECTRIC LIMITED		C
SN415548	2014/10/02	CERTIFICATE		WEINMANN ELECTRIC LIMITED	REGIONAL MUNICIPALITY OF NIAGARA	C
		REMARKS: RE: LIEN-SN411894				

NOTE: ADJOINING PROPRIETORS SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64442-0122 (LT)

PAGE 1 OF 2
PREPARED FOR Jhaopell
ON 2014/11/23 AT 16:19:08

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 26 CON 5 HUNTERSTONE, PT LT 27 CON 5 HUNTERSTONE, PT REAL B/LN LITS 26 & 27 CON 5 HUNTERSTONE, PT REAL B/LN TWP OF HUNTERSTONE & MAINFLEET BEING
PTS 10-13 EXCL ON 59218162 : WELLAND

REMARKS: CORRECTION: INSTRUMENT NUMBER LT205162 WAS ENTERED IN ERROR AGAINST THIS PROPERTY AND WAS REMOVED AND CERTIFIED ON 2003/04/22 BY NAFEE FAIGOU.
CORRECTION: INSTRUMENT NUMBER LT205162 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 2003/11/20 BY NAFEE FAIGOU.

STATUS/DUALITY: RECENTLY:
YES 5700.1 CONSOLIDATION FROM 64442-0031 64442-0121

PIN CREATION DATE:
2003/04/22

IT CONVEYANCE QUALIFIED

OWNER NAMES: THE REGIONAL MUNICIPALITY OF NIAGARA

CAPACITY SHARE
BENJ

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
** PRINTED INSTRUMENTS AND DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2003/04/22 **						
** SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES						
AND BEHEATS OR FORFEITURE TO THE CROWN.						
THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
CONVENTION.						
ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
** DATE OF CONVERSION TO LAND TITLES: 1999/01/18 **						
RA73912	1982/06/11	BY-LAW				C
59218162	1997/10/16	PLAN REFERENCE				C
LT205162	2003/01/25	TRANSFER		THE CORPORATION OF THE CITY OF WELLAND	THE REGIONAL MUNICIPALITY OF NIAGARA	C
LT205162	2003/11/20	19'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR		C
APPROVED: RE 59218162						
LT205162	2003/11/20	LN'S ORDER		LAND REGISTRAR		C
REMARKS: TITLE DEED LT205162 WAS OMITTED FROM PIN						
SN396706	2013/11/01	CONSTRUCTION LIEN	\$168,787	HY-GRADE PRECAST CONCRETE LTD.		C
SN396707	2013/11/01	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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REGISTRY
OFFICE #59

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

66442-0122 (LT)

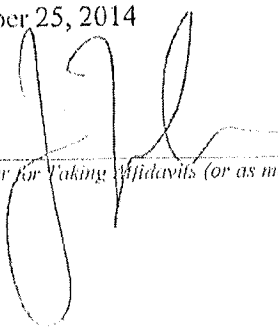
PAGE 2 OF 3
PREPARED FOR Stampell
ON 2014/11/23 AT 16:29:08

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
SN393163	2013/12/10	CERTIFICATE		EMCO CORPORATION		
		REMARKS: LIEN SN085724		HY-GRADE PRECAST CONCRETE LTD.	EDERSOLE EXCAVATING INC. THE REGIONAL MUNICIPALITY OF NIAGARA	C
SN396510	2014/01/26	CERTIFICATE		*** COMPLETELY DELETED *** EMCO CORPORATION	EDERSOLE EXCAVATING INC. THE REGIONAL MUNICIPALITY OF NIAGARA	
		REMARKS: SN390507				
SN401217	2014/04/10	DIG CONSTRUCT LIEN		*** COMPLETELY DELETED *** EMCO CORPORATION		
		REMARKS: SN390507				
SN407015	2014/06/25	LIEN	\$49,597	BULLET TRADE SERVICES LTD.		C
SN411994	2014/08/15	CONSTRUCTION LIEN	\$163,428	WEINMANN ELECTRIC LIMITED		C
SN411994	2014/10/02	CERTIFICATE		WEINMANN ELECTRIC LIMITED	REGIONAL MUNICIPALITY OF NIAGARA	C
		REMARKS: FF LIEN-SN411994				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "V" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)



Search Results
ID=2483389

CORPORATE SERVICES LTD.

Current: 18/11/2014 02:57:00
Submitted: 18/11/2014 02:40:36
Completed: 18/11/2014 02:46:41

Your Ref No. ESCWEB2483389

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 ENQUIRY REQUEST 14:51:43

FILE CURRENCY 17NOV 2014
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) : BD
SEARCH CRITERIA : Ebersole Excavating Inc.

SUB-SEARCH
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS
NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :
PRINT RESPONSE LOCALLY (Y/N) : N

PSSME19 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 RESPONSE SUMMARY/HIGH VOLUME 14:51:48
ACCOUNT : 009313-0001
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

RESPONSE CONTAINS : APPROXIMATELY 8 FAMILIES 24 PAGES

- FOR VERBAL RESPONSE, ENTER "V" IN RESPONSE TYPE.
- TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE : _____
RESPONSE MAILING ADDRESS
NAME : _____
ADDRESS : _____
CITY : _____ PROV : _____
POSTAL CODE : _____
PRINT RESPONSE LOCALLY (Y/N) : N

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:52:14
ACCOUNT : 009313-0001 FAMILY : 1 OF 8 ENQUIRY PAGE : 1 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 620706141 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20051122 1701 8077 6370 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC.

OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : 23NOV1957 IND NAME: DARRELL W EBERSOLE
06 BUS NAME:

OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0

08 SECURED PARTY/LIEN CLAIMANT :
CATERPILLAR FINANCIAL SERVICES LIMITED

09 ADDRESS : 700 DORVAL DRIVE, SUITE 705
CITY : OAKVILLE PROV: ON POSTAL CODE: L6K 3V3
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X

YEAR MAKE MODEL V.I.N.
11 2005 CATERPILLAR 330CL CAT0330CLDKY03525

12 GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/10/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:52:26
ACCOUNT : 009313-0001 FAMILY : 1 OF 8 ENQUIRY PAGE : 2 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 620706141 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20051122 1701 8077 6370 REG TYP: REG PERIOD:
02 IND DOB : 23NOV1957 IND NAME: WAYNE D EBERSOLE
03 BUS NAME:

OCN :
04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 180
05 IND DOB : IND NAME:
06 BUS NAME: D & S RAILWAY CONSTRUCTION INC.

OCN :
07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 180

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11
12
13 GENERAL COLLATERAL DESCRIPTION
14
15

16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 2C REGISTRATION - SCREEN 1 14:52:38
ACCOUNT : 009313-0001 FAMILY : 1 OF 8 ENQUIRY PAGE : 3 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

FILE NUMBER 620706141
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20091208 1715 8077 7732 P PPSA
21 REFERENCE FILE NUMBER : 620706141
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
11
12
13
14
15

16 NAME : REGISTRY - RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5

```

SEARCH : BD : EBERSOLE EXCAVATING INC.
                                           FILE NUMBER 620706141
                                           REGISTRATION NUM
                                           REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20091218 1032 8077 8641 P PPSA
21 REFERENCE FILE NUMBER : 620706141
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

```

OCN:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

10
11
12
13
14
15

17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO

PROV : ON POSTAL CODE : M8Z 1T5

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 3C REGISTRATION - SCREEN 1 14:53:02
ACCOUNT : 009313-0001 FAMILY : 1 OF 0 ENQUIRY PAGE : 5 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC. FILE NUMBER 620706141

01 REGISTRATION NUMBER : 20141031 1629 8077 6552

31 REF FILE NUM: 620706141 CHANGE CODE: C DISCHRG RENEWAL YEARS:

32 REF IND NAME:

33 REF BUS NAME: EBERSOLE EXCAVATING INC.

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

REGISTRY = RECOVERY INC.

09/17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO

PROV : ON

POSTAL CODE : M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:53:09
ACCOUNT : 009313-0001 FAMILY : 2 OF 8 ENQUIRY PAGE : 6 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 658223901 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20091215 1722 8077 8358 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: EBERSOLE EXCAVATING INCORPORATED OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0

08 SECURED PARTY/LIEN CLAIMANT :
CATERPILLAR FINANCIAL SERVICES LIMITED
09 ADDRESS : 5575 NORTH SERVICE ROAD, SUITE 500
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11 2008 CATERPILLAR 330DL CAT0330DVMWP02693

12
GENERAL COLLATERAL DESCRIPTION
13 ONE (1) 2008 CATERPILLAR HYDRAULIC EXCAVATOR C/W PIN GRABBER
14 COUPLER, 54 INCH BUCKET. MODEL 330DL S/N CAT0330DVMWP02693. ALL
15 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
16 AGENT: REGISTRY - RECOVERY INC.
17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION -- SCREEN 1 14:53:20
ACCOUNT : 009313-0001 FAMILY : 2 OF 8 ENQUIRY PAGE : 7 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 658223901 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 02 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20091215 1722 #077 8358 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: OCN :

04 ADDRESS : PROV: POSTAL CODE:
CITY : IND NAME:
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS : PROV: POSTAL CODE:
CITY : IND NAME:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : PROV: POSTAL CODE:
CITY : MV DATE OF OR NO FIXED
CONS. MATURITY MAT DATE
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT
10 YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 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 AGENT:
17 ADDRESS : PROV: POSTAL CODE:
CITY : IND NAME:

00 FILE NUMBER : 658223901 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 03 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20091215 1722 8077 8358 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:

03 BUS NAME: OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:

05 IND DOB ; IND NAME:

06 BUS NAME: OCN:

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :							PROV:	POSTAL CODE:
CITY :					MV		DATE OF OR NO FIXED	
CONS.					INCL	AMOUNT	MATURITY MAT DATE	
GOODS INVTRY	EQUIP	ACCTS	OTHER					

10	YEAR MAKE	MODEL	V.I.N.
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12
GENERAL COLLATERAL DESCRIPTION

GENERAL COLLATERAL DESCRIPTION
13 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS GOODS,

14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS SUCH,
15 SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND

15 SECOR1
16 AGENT:

16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:53:44
ACCOUNT : 009313-0001 FAMILY : 2 OF 8 ENQUIRY PAGE : 9 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 658223901 EXPIRY DATE : 31OCT 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 04 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20091215 1722 8077 8358 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: OCN :

04 ADDRESS : PROV: POSTAL CODE:
CITY : IND NAME:
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS : PROV: POSTAL CODE:
CITY : IND NAME:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : PROV: POSTAL CODE:
CITY : MV DATE OF OR NO FIXED
CONS. AMOUNT MATURITY MAT DATE
GOODS INVTRY. EQUIP ACCTS OTHER INCL
10 YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION
13 INTANGIBLES.

14
15
16 AGENT:
17 ADDRESS : PROV: POSTAL CODE:
CITY : IND NAME:

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 3C REGISTRATION - SCREEN 1 14:53:57
ACCOUNT : 009313-0001 FAMILY : 2 OF 8 ENQUIRY PAGE : 10 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC. FILE NUMBER 658223901

01 REGISTRATION NUMBER : 20141031 1629 8077 6553

31 REF FILE NUM: 658223901 CHANGE CODE: C DISCHRG RENEWAL YEARS:
32 REF IND NAME:
33 REF BUS NAME: EBERSOLE EXCAVATING INC. OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
09/16 NAME

REGISTRY - RECOVERY INC.

09/17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO

PROV : ON

POSTAL CODE : M8Z 1T5

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY IC REGISTRATION - SCREEN 1 14:54:03
ACCOUNT : 009313-0001 FAMILY : 3 OF 8 ENQUIRY PAGE : 11 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 676840581 EXPIRY DATE : 03NOV 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20120314 1913 1532 7518 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BANK OF MONTREAL/BANQUE DE MONTREAL
09 ADDRESS : 2ND FLOOR, 234 SIMCOE ST.
CITY : TORONTO PROV: ON POSTAL CODE: M5T 1T4
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X V.I.N.
YEAR MAKE MODEL

11
12
GENERAL COLLATERAL DESCRIPTION

13 LF278 SCHEDULE ATTACHED
14
15
16 AGENT: CSRS
17 ADDRESS : 4125 NORLAND AVE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 3C REGISTRATION - SCREEN 1 14:54:15
ACCOUNT : 009313-0001 FAMILY : 3 OF 8 ENQUIRY PAGE : 12 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC. FILE NUMBER 676840581

01 REGISTRATION NUMBER : 20141103 1659 1862 4273

31 REF FILE NUM: 676840581 CHANGE CODE: C DISCHRG RENEWAL YEARS:
32 REF IND NAME:
33 REF BUS NAME: EBERSOLE EXCAVATING INC. OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME

MILLER THOMSON LLP (TV)
09/17 ADDRESS : 255 QUEENS AVE, SUITE 2010
CITY : LONDON PROV : ON POSTAL CODE : N6A 5R8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:54:21
ACCOUNT : 009313-0001 FAMILY : 4 OF 8 ENQUIRY PAGE : 13 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 677183841 EXPIRY DATE : 17NOV 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20120329 1454 1530 4693 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ALLY CREDIT CANADA LIMITED

09 ADDRESS : P.O. BOX 5000, STATION D
CITY : ETOBICOKE PROV: ON POSTAL CODE: M9A 5E3
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 42870 X
YEAR MAKE MODEL V.I.N.
11 2012 JEEP GRAND CHEROKEE 1C4RJFCG0CC249675
12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT: D+H LIMITED PARTNERSHIP

17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 2C REGISTRATION - SCREEN 1 14:54:33
ACCOUNT : 009313-0001 FAMILY : 4 OF 8 ENQUIRY PAGE : 14 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

FILE NUMBER 677183841
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20120330 1453 1530 5763
21 REFERENCE FILE NUMBER : 677183841
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

25 OTHER CHANGE:
26 REASON: TO REVISE PRINCIPAL AMOUNT SECURED TO \$41,582.00
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10 X X X X 41582 X
11
12
13
14
15

16 NAME : D+H LIMITED PARTNERSHIP
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

```

SEARCH : BD : EBERSOLE EXCAVATING INC.
                                           FILE NUMBER 677183841
                                PAGE TOT      REGISTRATION NUM      REG TYPE
01 CAUTION :      01 OF 001 MV SCHED:      20141117 1949 1531 7411
21 REFERENCE FILE NUMBER : 677183841
22 AMEND PAGE:      NO PAGE: X CHANGE: C DISCHRG REN YEARS:      CORR PER:
23 REFERENCE DEBTOR/      IND NAME:
24 TRANSFEROR:      BUS NAME: EBERSOLE EXCAVATING INC.

```

OCN:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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1. The first part of the document is a header section containing the title "THE EFFECTS OF THE 1997 ASIAN FINANCIAL CRISIS ON THE ECONOMIC GROWTH OF THE ASEAN-4 COUNTRIES" and the author's name "Dr. [Name]".

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:54:57
ACCOUNT : 009313-0001 FAMILY : 5 OF 8 ENQUIRY PAGE : 16 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 692708355 EXPIRY DATE : 19DEC 2015 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20131219 1134 1793 1126 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN : 1162627

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0
05 IND DOB : 23NOV1957 IND NAME: DARRELL W EBERSOLE
06 BUS NAME: OCN :

07 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0

08 SECURED PARTY/LIEN CLAIMANT :

CURTIS GAIL DEVELOPMENT CORPORATION
09 ADDRESS : 4490 MONTROSE ROAD
CITY : NIAGARA FALLS PROV: ON POSTAL CODE: L2H1K2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 200000 18DEC2015
YEAR MAKE MODEL V.I.N.
11 1999 WESTERN STAR 4964S 2WLPCCCJ6XK957119
12

GENERAL COLLATERAL DESCRIPTION

13 CHATTEL MORTGAGE

14

15

16 AGENT: BRODERICK & PARTNERS LLP (MAD)

17 ADDRESS : 4625 ONTARIO AVENUE, P.O. 897

CITY : NIAGARA FALLS PROV: ON POSTAL CODE: L2E6V6

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY IC REGISTRATION - SCREEN 1 14:55:09
ACCOUNT : 009313-0001 FAMILY : 6 OF 8 ENQUIRY PAGE : 17 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 694675368 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1063 1462 0932 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVENUE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
TRISURA GUARANTEE INSURANCE COMPANY
09 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION

13 INVENTORY
14 EQUIPMENT
15 ACCOUNTS
16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY
17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22
CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:55:21
ACCOUNT : 009313-0001 FAMILY : 6 OF 8 ENQUIRY PAGE : 18 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 694675368 EXPIRY DATE : 26MAR 2024 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20140326 1003 1462 0932 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME:

OCN :

04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 MOTOR VEHICLES INCLUDED

14 OTHER

15

16 AGENT: TRISURA GUARANTEE INSURANCE COMPANY

17 ADDRESS : 333 BAY STREET SUITE 1610, BOX 22

CITY : TORONTO PROV: ON POSTAL CODE: M5H2R2

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 2C REGISTRATION - SCREEN 1 14:55:33
ACCOUNT : 009313-0001 FAMILY : 6 OF 8 ENQUIRY PAGE : 19 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

FILE NUMBER 694675368
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20141117 1559 1862 5180
21 REFERENCE FILE NUMBER : 694675368
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

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

28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : BORDEN LADNER GERVAIS LLP (R. JAIPARGAS / C. ARANTES)
17 ADDRESS : 40 KING STREET WEST, SUITE 4400
CITY : TORONTO PROV : ON POSTAL CODE : M5H 3Y4

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:55:45
ACCOUNT : 009313-0001 FAMILY : 7 OF 8 ENQUIRY PAGE : 20 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 696052467 EXPIRY DATE : 12MAY 2019 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20140512 1147 1590 2177 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN : 001162627

04 ADDRESS : 2194 EAST AVE.
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
SANDRA EBERSOLE AND DARREL EBERSOLE, ON JOINT ACCOUNT

09 ADDRESS : 2194 EAST AVE.,
CITY : STEVENSVILLE PROV: ON POSTAL CODE: LOS 1S0
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X X 2538317 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 GENERAL SECURITY AGREEMENT DATED APRIL 25, 2008

14

15

16 AGENT: GERALD RUCH AW OFFICE

17 ADDRESS : 43 JARVIS STREET P.O.BOX 8
CITY : FORT ERIE PROV: ON POSTAL CODE: L2A 5M6

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 1C REGISTRATION - SCREEN 1 14:55:57
ACCOUNT : 009313-0001 FAMILY : 8 OF 8 ENQUIRY PAGE : 21 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

00 FILE NUMBER : 823322007 EXPIRY DATE : 03NOV 2014 STATUS : D DISCHARGED
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 19960709 1345 1654 3178 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: EBERSOLE EXCAVATING INC. OCN :

04 ADDRESS : 2194 EAST AVE
CITY : STEVENSVILLE PROV: ON POSTAL CODE: L0S 1S0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT : TR 3971
BANK OF MONTREAL, JARVIS ST
09 ADDRESS : 61 JARVIS ST
CITY : FORT ERIE PROV: ON POSTAL CODE: L2A 5M6
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION
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16 AGENT: BANK OF MONTREAL, COMMERCIAL LENDING
17 ADDRESS : 865 HARRINGTON COURT
CITY : BURLINGTON PROV: ON POSTAL CODE: L7N 3P3

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIF73507 DISPLAY 2C REGISTRATION - SCREEN 1 14:56:09
ACCOUNT : 009313-0001 FAMILY : 8 OF 8 ENQUIRY PAGE : 22 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC.

FILE NUMBER 823322007
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20010608 1750 1531 8998
21 REFERENCE FILE NUMBER : 823322007
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 10 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: EBERSOLE EXCAVATING INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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13
14
15

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY

CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1

SEARCH	:	BD	:	EBERSOLE EXCAVATING INC.	FILE NUMBER 823322007
		PAGE	TOT	REGISTRATION NUM	REG TYPE

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:

06 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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13
14
15

15
16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE PROV : BC POSTAL CODE : V5G 3S8
CITY : BURNABY

PSSME06 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 11/18/2014
TIP73507 DISPLAY 3C REGISTRATION -- SCREEN 1 14:56:33
ACCOUNT : 009313-0001 FAMILY : 8 OF 8 ENQUIRY PAGE : 24 OF 24
FILE CURRENCY : 17NOV 2014
SEARCH : BD : EBERSOLE EXCAVATING INC. FILE NUMBER 823322007

01 REGISTRATION NUMBER : 20141103 1700 1862 4274

31 REF FILE NUM: 823322007 CHANGE CODE: C DISCHRG RENEWAL YEARS:
32 REF IND NAME:
33 REF BUS NAME: EBERSOLE EXCAVATING INC. OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :
08/16 NAME

 MILLER THOMSON LLP (TV)
09/17 ADDRESS : 255 QUEENS AVE, SUITE 2010
 CITY : LONDON PROV : ON POSTAL CODE : N6A 5R8

LAST SCREEN

FILE CURRENCY : 17NOV 2014
CHANGE ACCOUNT (Y/N) : ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SUB-SEARCH
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS

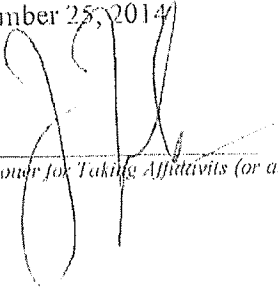
```

NAME :
:
ADDRESS :
:
CITY :
PROV :
POSTAL CODE :

PRINT RESPONSE LOCALLY (Y/N) : N
ENQUIRY FOR "EBERSOLE EXCAVATING INC." ENDED

```

This is Exhibit "W" referred to in the Affidavit of Michael
McIntosh sworn November 28, 2014



Commissioner for Taking Affidavits (or as may be)



Fogler, Rubinoﬀ LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

November 18, 2014

Reply To: Joshua R. Freeman
Direct Dial: 416.864.7621
E-mail: jfreeman@foglers.com
Our File No. 07/5278

**VIA FACSIMILE TO 905-382-0087
AND VIA REGULAR AND REGISTERED MAIL**

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

Attention: Darrell Ebersole

**VIA EMAIL TO ebersole@bellnet.ca and robert@rrmergers.com
AND VIA REGULAR AND REGISTERED MAIL**

Sandra Ebersole
2194 East Avenue
Stevensville, ON L0S 1S0

Darrell Ebersole
2194 East Avenue
Stevensville, ON L0S 1S0

RR Mergers & Acquisitions
c/o Robert Fowler
11 The Pines Court, Suite D
St. Louis, MO 63141

Dear Sirs/Madam:

**Re: Purchase and Sale Agreement Dated October 31, 2014 between D & S Railway
Construction Inc. ("D & S") as Vendor and Maynards Industries Limited
("Maynards") as Purchaser (the "Agreement")**

We are the lawyers for Maynards and write in regard to the Agreement and the material misrepresentations of D & S and/or its principals, Darrell Ebersole and Sandra Ebersole, who executed the Agreement on behalf of D & S, their breach of contract and/or their breach of trust.

Pursuant to the Agreement, Maynards agreed to purchase and D & S agreed to sell the assets set out in Schedule A thereto, a copy of which is attached hereto for ease of reference (the "Assets"). Further, D & S covenanted and undertook that the Assets delivered to Maynards in accordance with the Agreement would be, among other things, free and clear of all liens, charges and other encumbrances. Following the delivery date of the Assets pursuant to the Agreement, it was

brought to the attention of Maynards that some or all of the Assets were neither free and clear of all liens, charges nor other encumbrances and/or that D & S did not hold marketable title to same. In either case, D & S made material misrepresentations in the Agreement and/or failed to fulfill its covenants and undertakings which were conditions precedent of the contemplated transaction and/or the ability of D & S to complete same. It now appears that D & S, Darrell Ebersole and Sandra Ebersole knew at the date on which the Agreement was entered into and on the delivery date that D & S could not deliver the Assets as required thereunder. Accordingly the funds were paid to D & S in trust for the purpose of using same to obtain discharges of all security interests registered against the Assets. Only following these discharges were the residual proceeds of sale to be released from trust to D & S.

We hereby put you on notice of the liability of D & S, Darrell Ebersole and Sandra Ebersole to Maynards as a result of the foregoing conduct and demand that the entirety of the purchase price for the Assets being \$1,350,000.00, which has been paid by Maynards on account of the Assets, be paid into our trust account pending the resolution of all issues surrounding the Agreement, including those raised by Mr. Jaipargas on behalf of Trisura in his letter dated November 14, 2014 (copy enclosed), or court order. In the event that these funds have not been paid into our trust account by 5:00 p.m. on November 19, 2014 and/or in the absence of alternative arrangements acceptable to our client, our client intends to immediately take any and all steps available to it under the law to ensure that the funds paid by it are preserved. In any event, Maynards intends to take legal action against D & S, Darrell Ebersole and/or Sandra Ebersole to recover any and all damages suffered by it as a result of your wrongful conduct as described above.

Further, we hereby demand from RR Mergers & Acquisitions that any funds paid to it as a commission or other fee for the sale contemplated under the Agreement or at all in respect to the sale of the Assets be immediately paid into our trust account.

Govern yourselves accordingly,

FOGLER, RUBINOFF LLP



Joshua R. Freeman
JRF/kp
Encls.

cc: Client
Joel Farber, Fogler, Rubinoff LLP (via email)
John B. MacDonald, JMA Group (via email)

Roger Jalpurgas
T (416) 367-6286
F (416) 367-7087
rjalpurgas@blg.com

Borden Ladner Gervais LLP
Scollia Plaza, 40 King Street W
Toronto, ON, Canada M5H 3Y4
T 416.367.8000
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 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.

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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.

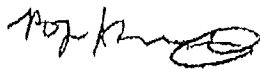
In addition, I am also requesting that Mr. MacDonald provide the undersigned with the following:

- 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.1

9059820087

EBERSOLE/D&SRAIL

31 Oct 2014 9:32AM

D&S RAILWAY - SCHEDULE A

ITEM #	YEAR	MAKE	MODEL	TYPE	DESCRIPTION	SERIAL #
2	1993	Ford	E350		Cube Van	1FDXE30H4PHB68717
3	2003	Dodge	Ram			1D7KU28663J548761
4	2006	Peterbilt				1XFPFBEXX6D876848
5	1994	Dodge	Ram			1B7KF26C9R5560169
8	2001	Mack	CL713			1M2AD82C11M011078
9	1988	Ford	8000		Boom Truck	1FDYW80U8GVA40739
13	2003	International	S900I			2HSCHAPR03C074168
14	1997	Chevrolet	2500			1GCGK24R3VE133973
15	2007	Kenworth	T800		Tractor	1NKDXBTX17J888958
16	2007	Kenworth	T800		T/A dump	1XKDDBOX47J933309
20	2007	GMC	2500HD			1GTHK24U07E122813
21	2007	GMC	2500HD			1GTHK24U07E178579
22	2003	GMC	2500HD			1GTHC24U03E348679
24	1996	Volvo			Autocar	4V5SCBJHOTR515725
25	2007	GMC	2500HD			1GTHK29D97E111853
28	1999	Western Star	Brant			2WLPCCCJ6XK957119
30	2000	Ford	F450			1FDXW476XYEC07078
31	2001	GMC	2500HD			1GT221C886Z162874
32	2001	GMC	2500HD			1GTHK291X1E2079939
33	2000	Ford	F350			1FTSW31L8YEC49825
34	1985	International				1HTLAHEMXFHA25590
35	2000	Ford	F350			1FTSW31LXYEC49650
36	2007	Ford	E350		Van	
C3	1999	Case	9030B		Excavator	DAC0302775
C4	1999	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	2H8PQ452XKFC07401
F4	2007	Paron		Float	2P8LB574571059594
F5	1991	CBL		Log Trailer	2C93SHBS3MT000676
F6	2008	Landscape		Trailer	5NHVCCV289N057853
F7	2001	Thruway		5 Axle	2T9FA48611011206
F8	2001	JC		Float	2J8B7VSCX2K001098
F9	2000	Alum		5 Axle	2T9F144V8XA133089
F11	1991	Raglin		Hopper	2R9A4P3G1M1011881
L1	1988	Cat	928G	Loader	6XR00800
L2	2008	Cat	930H	Loader	DHC01005
B1	1996	Cat	416	Backhoe with Attachment	BZK08804
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	BLN05448
DSB1	2003	Cat	420D	Backhoe with Attachment	BLN05448
DSB2	2008	Cat	420E	Backhoe with Attachment	BLN05448
	2006		420D	Quick Coupler	MC6CT12411
		Cat	215	Quick Coupler	
		Cat	330DL	72" Bucket, Ditching	Z1K18751
		Cat		Packer	CSG00467
				Assorted buckets	
		Cat	2600	Hoe Hammer	

31 Oct 2014 9:32PM EBERSOLE/MSRAIL

9053820087

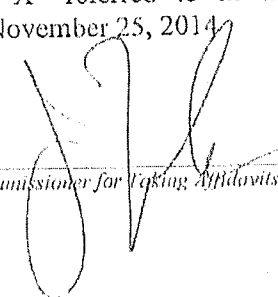
P.2

		John Deere	6415		Tractor	
		John Deere	CX15		Wing Mower	
		Buhler			Snow Blower	204006810
2010		Boss			10' Snow Plow	BC035370
2010		Bosa			10' Snow Plow	BC048958
2009		Western			10' Snow Plow	62302
2001		Baleman			12' Snow Plow	CATT416
2001		Baleman			10' Snow Plow	
		Western			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) 8 Ft Sanders	
		Miller			(1) Electric Plasma Cutter	
		Lincoln			(1) Electric Mig Welder	
		Ingersoll-Rand	188		(1) Air Compressor	
		Craftsman			30" Snow Blower	
			T-30		(1) Hydroseeder	
R10	2006	Iarsco (Jacksen)	2400		Tamper	153356
R20	1979	Nordco		Broom	Ballast Regulator	7916
R30		Pandrol & Jackson		6700	Tamper	
R40	???	Pettibone	441B		Speed Swing with Mag	

R50	1985	Geisner	Tie Inserter	85027-195
R60	2010	Geisner	Portable Skker	
R70		Hyd	Rail Lifter	
R80		Teleweld	Rail Grinder	
R90		Matweld	Surface Grinder	
R100		Geisner	Gas Spike Puller	
R110		Geisner	Gas Spike Puller	
R120		Geisner	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

SLB

This is Exhibit "X" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014.

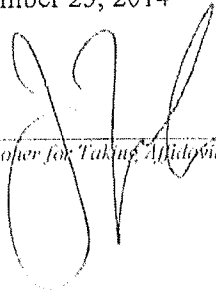


Commissioner for Taking Affidavits (or as may be)

From: Ebersole Excavating <ebersole@bellnet.ca>
Sent: Wednesday, November 19, 2014 11:55 AM
To: Mike McIntosh
Cc: 'Kucman, Chris'
Subject: Sale of Equipment.

Please note that any correspondence concerning this matter be sent directly to our lawyer Bruce Jaeger his email bjjaeger@fijlaw.com. Do not contact us directly.

This is Exhibit "Y" referred to in the Affidavit of Michael McIntosh sworn November 25, 2014



Commissioner for Taking Affidavits (or as may be)

Parker, Kate

From: Freeman, Joshua R.
Sent: Wednesday, November 19, 2014 1:30 PM
To: 'bjaeger@fijlaw.com'
Cc: Farber, Joel D.
Subject: FW: Sale of Equipment.
Attachments: L-Demand (Nov 18 14).pdf

Importance: High

Bruce:

As I am sure you must now know, we are the lawyers for Maynards. Last evening, the attached letter was sent to, among others, D&S Railway. We would like to arrange a call this afternoon to discuss the matter at hand with you. Please confirm (1) that you are acting for D&S Railway in this matter; (2) which other parties involved in this matter you have been retained to represent; and (3) what time is most convenient for you to speak.

Thanks.

fogler
rubinoff

Joshua R. Freeman
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7621
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: jfreeman@foglers.com
foglers.com



Proud to be named one of Ontario's Top 10 Regional Firms by Canadian Lawyer magazine 2013-2014

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Fogler, Rubinoﬀ LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

November 18, 2014

Reply To: Joshua R. Freeman
Direct Dial: 416.864.7621
E-mail: jfreeman@foglers.com
Our File No. 07/5278

**VIA FACSIMILE TO 905-382-0087
AND VIA REGULAR AND REGISTERED MAIL**

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

Attention: Darrell Ebersole

**VIA EMAIL TO ebersole@bellnet.ca and robert@rrmergers.com
AND VIA REGULAR AND REGISTERED MAIL**

Sandra Ebersole
2194 East Avenue
Stevensville, ON L0S 1S0

Darrell Ebersole
2194 East Avenue
Stevensville, ON L0S 1S0

RR Mergers & Acquisitions
c/o Robert Fowler
11 The Pines Court, Suite D
St. Louis, MO 63141

Dear Sirs/Madam:

**Re: Purchase and Sale Agreement Dated October 31, 2014 between D & S Railway
Construction Inc. ("D & S") as Vendor and Maynards Industries Limited
("Maynards") as Purchaser (the "Agreement")**

We are the lawyers for Maynards and write in regard to the Agreement and the material misrepresentations of D & S and/or its principals, Darrell Ebersole and Sandra Ebersole, who executed the Agreement on behalf of D & S, their breach of contract and/or their breach of trust.

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FOGLER, RUBINOFF LLP


Joshua R. Freeman
JRF/kp
Encls.

cc: Client
Joel Farber, Fogler, Rubinoff LLP (via email)
John B. MacDonald, JMA Group (via email)

Roger Jalpurgas
T (416) 367-6266
F (416) 367-7067
rjalpurgas@blg.com

Borden Ladner Gervais LLP
Scalla Plaza, 40 King Street W
Toronto, ON, Canada M5H 1S4
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

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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.1

S053820087

EBERSOLE/D&SRAIL

31 Oct 2014 9:32AM

D&S RAILWAY - SCHEDULE A

ITEM #	YEAR	MAKE	MODEL	TYPE	DESCRIPTION	SERIAL #
2	1993	Ford	E350		Cube Van	1FDKE30H4PHB88717
3	2003	Dodge	Ram			1D7KU28853J548761
4	2006	Peterbilt				1XPFPBEXX6D878848
5	1994	Dodge	Ram			1B7KF26C8R5580169
8	2001	Mack	CL713			1M2AD82C11M011078
9	1988	Ford	8000		Boom Truck	1FDYW80U8GVA40739
13	2003	International	99001			2HSCAPRG3C074188
14	1997	Chevrolet	2500			1GCGK24R3VE133973
15	2007	Kenworth	T800		Tractor	1NKKDXBTX17J988858
16	2007	Kenworth	T800		T/A dump	1XKDDBOX47J933309
20	2007	GMC	2500HD			1GTHK24U97E122813
21	2007	GMC	2500HD			1GTHK24U07E178579
22	2003	GMC	2500HD			1GTHK24U03E348879
24	1996	Volvo			Autocar	4V5SCBJH0TR515726
25	2007	GMC	2500HD			1GTHK28D87E111853
28	1999	Western Star	Brant			2WLPCCCJ6XK857119
30	2000	Ford	F450			1FDXW475XYEC07078
31	2001	GMC	2500HD			1GT221C888Z162874
32	2001	GMC	2500HD			1GTHK291X1E2079939
33	2000	Ford	F350			1FTSW31L8YEC48825
34	1985	International				1HTLAHEMXFHA25580
35	2000	Ford	F350			1FTSW31LXYEC49850
36	2007	Ford	E350		Van	
C3	1999	Case	9030B		Excavator	DAC0302775
C4	1988	Cat	215		Excavator	4H601012

C7	1994	Champion	730a	Grader	24724
C12	2005	Cat	330DL	Excavator	OMWP02893
C14	2006	Cat	330DL	Excavator	MWP00805
D2	2001	Case	850H	Dozer	JJ0295146
F2	1988	Talbert	40T	Float	40FW0483XJ1007725
F3	1989	Trombone		Trailer	2H8P0452XKR007401
F4	2007	Paron		Float	2P9LB574571059594
F5	1991	CBL		Log Trailer	2C93SHBS3MT098676
F6	2008	Landscape		Trailer	5NHVCCV289N057853
F7	2001	Thruway		5 Axle	2T9FA48511011206
F8	2001	JC		Float	2J9B7VSCX2K001098
F9	2000	Alum		5 Axle	2T9F144W8XA133068
F11	1991	Raglin		Hopper	2R9A4P3G1M1011881
L1	1988	Cat	928G	Loader	6XR00800
L2	2008	Cat	930H	Loader	DHC01005
B1	1996	Cat	416	Backhoe with Attachment	BZK08804
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	BLN05448
DSB1	2003	Cat	420D	Backhoe with Attachment	BLN05448
DSB2	2008	Cat	420E	Backhoe with Attachment	MC6CT12411
	2006		420D	Quick Coupler	
		Cat	215	Quick Coupler	
		Cat	330DL	72" Bucket, Ditching	Z1K15731
		Cat		Packer	CSG00467
				Assorted buckets	
		Cat	2500	Hoe Hammer	

31 Oct 2014 9:32AM

EBERSOLE/D&SRIL

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P.2

31 Oct 2014 9:32AM

EMERSON/DBSRIL

9053820087

P.3

		John Deere	6415	Tractor	
		John Deere	CX15	Wing Mower	
		Buhler		Snow Blower	204006810
2010		Boss		10' Snow Plow	BC035370
2010		Boss		10' Snow Plow	BC048958
2009		Western		10' Snow Plow	62302
2001		Bateman		12' Snow Plow	CAT17416
2001		Bateman		10' Snow Plow	
		Western		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	tersco (Jacksor	2400	Tamper	153366
R20	1979	Nordco		Broom Ballast Regulator	7916
R30		Pandrol & Jackson		6700 Tamper	
R40	???	Patibone	441B	Speed Swing with Mag	

R50	1985	Galamer		Tie Insertor	85027-195
R60	2010	Geismar		Portable Skidder	
R70		Hyd		Rail Lifter	
R80		Teleweld		Rail Grinder	
R90		Metweld		Surface Grinder	
R100		Geismar		Gas Spike Puller	
R110		Geismar		Gas Spike Puller	
R120		Geismar		Gas Track Bolt Machine	
R130		Metweld		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	
		KMR832		(2) Rail Grapples	
		Cat	IT420	(5) Forks & Carriages	
			420	(1) Hyd Packer	
				(1) 8x20 Onsite Office Trailer	
				(1) 6x24 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	

clb

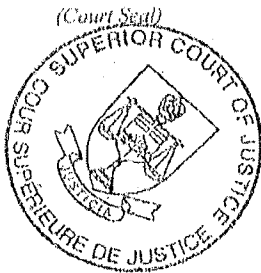
TAB 3

CV-14-516690

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:



MAYNARDS INDUSTRIES LTD.

Plaintiff

and

D & S RAILWAY CONSTRUCTION INC.,
DARRELL EBERSOLE and SANDRA EBERSOLE

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

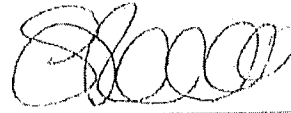
IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date November 21, 2014 Issued by



Local Registrar

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

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

SUPERIOR COURT
OF JUSTICE
308 UNIVERSITY AVE.
10TH FLOOR
TORONTO, ONTARIO
M5G 1E6

COUR SUPÉRIEURE
DE JUSTICE
308 AVE. UNIVERSITY
10E ETAGE
TORONTO, ONTARIO
M5G 1E6

AND TO: Darrell Ebersole
2194 East Avenue
Stevensville, ON L0S 1S0

AND TO: Sandra Ebersole
2194 East Avenue
Stevensville, ON L0S 1S0

CLAIM

1. The Plaintiff claims as against the Defendants, jointly and severally:
 - (a) the sum of \$1,350,000.00 for damages suffered as a result of the Defendants' fraud, breach of contract, breach of trust, and/or breach of any and all duties owing by each to the Plaintiff, together with such further and other amounts as may be proven at trial;
 - (b) disgorgement of the sum of \$1,350,000.00 paid by the Plaintiff to the Defendants together with any interest or other monetary benefit gained by the Defendants as a result of their receipt of same;
 - (c) a mandatory injunctive order requiring that the Defendants immediately pay into Court the sum of \$1,350,000.00, plus such other sums as may be required to secure future payment of any judgment or costs that may be awarded against the Defendants or any of them;
 - (d) pending satisfaction in full of item (c) above and further order of this Honourable Court, mandatory injunctive orders as follows:
 - (I) an order prohibiting the Defendants or any of them from:
 - (i) removing from Ontario or in any way disposing of, dissipating, selling, assigning, dealing with, transferring, conveying, encumbering or diminishing the value of any of their assets, including real and personal property;

- (ii) Without limiting the generality of item (i), issuing cheques or drafts on, withdrawing or transferring any money from or in any dealing with accounts in their names, including at any bank, trust company, financial institution, other depository or investment companies, including the D&S Account (as hereinafter defined);
- (iii) Without limiting the generality of items (i) and (ii), disposing of, selling, dissipating, dealing with, transferring, assigning or encumbering all or any part of the Purchase Price (as hereinafter defined) received by the Defendants or any of them from the Plaintiff, including any property which may have been purchased with such funds or the subject matter of loans which may have been repaid in whole or in part with such funds, including property such as shares, or other valuables held in any account or to the credit of the Defendants or any of them or held on behalf of the Defendants or any of them, whether jointly or solely, directly or indirectly, beneficially or otherwise;
- (iv) Without limiting the generality of items (i) through (iii), disposing of, selling, dissipating, dealing with, transferring, assigning or encumbering all or any part of the interest of the Defendants or any of in any real property; and

- (v) Assisting, directly or indirectly, in any of the acts prohibited in items (i) through (iv) or doing any act, the effect of which is to contravene any of items (i) through (iv);
- (II) an order that any and all bank, trust, investment or other accounts into which any of the Purchase Price (as hereinafter defined) were placed, deposited or received by or on behalf of the Defendants or any of them, including the D&S Account (as hereinafter defined) be frozen;
- (III) an order that the Defendants shall forthwith identify any location, including any bank, trust company or financial institution where any of them maintain any and all bank accounts, investment accounts, safety deposit boxes or any other cash deposits, assets and valuables of any kind, and immediately provide the lawyers for the Plaintiff with all documents in their possession or power associated with or relating to the D&S Account (as hereinafter defined), as well as any other accounts held or owned by the Defendants or any of them, whether jointly or solely owned, directly or indirectly owned beneficially or otherwise;
- (IV) an order that the Defendants immediately provide the lawyers for the Plaintiff with an affidavit listing all of their property and assets located in Ontario and elsewhere, whether in their own names or not and whether jointly or solely owned, beneficially, legally or otherwise and include in such affidavit, the location and details of all such assets;

- (V) an order that the Defendants or any of them shall immediately provide the lawyers for the Plaintiff with copies of all documents in their possession related to any security currently or previously granted by the Defendants or any of them and/or registered over the Assets or any of them and/or which pertain in any way to the Assets and any interests acquired or granted in favour of or by the Defendants or any of them therein;
 - (VI) an order that any person, bank or financial institution served with a copy of any of the orders described in items (i) through (v) above shall immediately take any and all reasonable steps to prevent the withdrawal or other dissipation of any amounts held on deposit, invested or held in the names of the Defendants or any of them whether in trust or otherwise, pending further Order of the Court that is contrary to this Order; and
 - (VII) an order that, without limiting the ambit or generality of any of the foregoing, the Defendants shall immediately take any and all reasonable steps to prevent the withdrawal or any other disposition of any funds from the D&S Account (as hereinafter defined), as well as any other accounts in the names of these Defendants or any of them pending further order of this Honourable Court;
- (e) punitive damages in the sum of \$1,000,000.00;
 - (f) prejudgment interest on all of the aforesaid sums in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

- (g) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) the costs of this proceeding, plus all applicable taxes; and
- (i) Such further and other relief as this Honourable Court deems just.

2. The Plaintiff Maynards Industries Ltd. ("**Maynards**") is a company incorporated pursuant to the laws of the Province of British Columbia. Maynards is a liquidator and provides auction services from several offices located in Canada, the United States, Europe, Japan and China. At all material times, Maynards carried on business in the Province of Ontario.

3. The Defendant D & S Railway Construction Inc. ("**D&S Railway**") is a company incorporated pursuant to the laws of the Province of Ontario. D&S Railway provides railroad construction and maintenance services in the Province of Ontario. The registered head office of D&S Railway is located in the community of Stevensville, in the Town of Fort Erie, in the Province of Ontario.

4. The Defendant Darrell Ebersole is an individual resident in the community of Stevensville, in the Town of Fort Erie, in the Province of Ontario.

5. The Defendant Sandra Ebersole (hereinafter referred to collectively with Darrell Ebersole as the "**Ebersoles**") is an individual resident in the community of Stevensville, in the Town of Fort Erie, in the Province of Ontario.

6. At all material times, the Ebersoles were the sole officers and directors of D&S Railway and acted as the principals and directing minds of D&S Railway.

7. As auctioneer, Maynards sells assets at auction using different formats. In many cases, the assets sold at auction by Maynards are auctioned by them in exchange for a commission or flat fee for conducting same. In others, Maynards purchases the assets and then resells them at auction.

8. In or around Summer, 2014, Maynards and D&S Railway commenced negotiations surrounding a purchase/sale transaction pursuant to which D&S Railway would sell to Maynards and Maynards would purchase from D&S Railway various equipment owned by D&S Railway, which assets were to be sold by Maynards at auction. These negotiations continued through and to Fall, 2014.

9. By Purchase and Sale Agreement dated October 31, 2014, D&S Railway, as vendor, agreed to sell and Maynards, as purchaser, agreed to purchase approximately one hundred and ten (110) pieces of equipment (the "**Agreement**"), which included, among other things, a substantial number of motor vehicles and appurtenances thereto, together with other miscellaneous equipment used in the construction of railways, further particulars of which were enumerated in the asset list attached to the Agreement as Schedule A (the "**Assets**").

10. Pursuant to section 5.1 of the Agreement, D&S Railway agreed, covenanted, warranted and undertook that the Assets delivered to Maynards in accordance with the Agreement would be free and clear of all liens, charges and other encumbrances.

11. Pursuant to section 2.1 of the Agreement, the purchase price for the Assets was \$1,350,000.00 (the "**Purchase Price**").

12. At or around the time of the negotiations and the closing of the purchase/sale transaction, security over various assets of D&S Railway was purportedly held by the Bank of Montreal, Caterpillar Financial Services Limited and Trisura Guarantee Insurance Company.

13. Particulars of the security granted by D&S Railway over its assets, including any security that may have been granted by D&S Railway over the Assets or any of them, were known to D&S Railway and the Ebersoles.

14. D&S Railway and the Ebersoles knew that Maynards was unaware of some, if not all, of the particulars of the security over that may have been granted by D&S Railway over the Assets or any of them.

15. D&S Railway and the Ebersoles knew that Maynards was relying on the agreement, covenant, warranty and undertaking of D&S Railway that the Assets delivered to Maynards in accordance with the Agreement would be free and clear of all liens, charges and other encumbrances. In particular, but without limiting the generality of the foregoing, Maynards pleads and the fact is that D&S Railway and the Ebersoles knew that Maynards would be relying on them to ensure that all security interests granted by D&S Railway over the Assets or any of them, including security that may have been granted over same to the Bank of Montreal, Caterpillar Financial Services Limited and Trisura Guarantee Insurance Company, would be discharged.

16. On October 30, 2014, Maynards was directed by John MacDonald of JMA Group, a firm of professional accounts, acting as agent for D&S Railway, to remit payment of the Purchase Price by wiring said funds to the trust account of JMA Group, so that Mr. MacDonald and/or JMA Group could, pursuant to his and/or its undertaking, remit any funds required by secured

creditors who may have been granted security of the Assets or any of them, so as to ensure that all such security could and would be discharged, thereby enabling D&S Railway to deliver the Assets to Maynards free and clear of any liens, charges and encumbrances, as required pursuant to the Agreement.

17. These alternative payments arrangements/instructions were acceptable to Maynards based upon the representations to Maynards that suitable arrangements were in place in order to effect the discharge of all security interests in the Assets. The Defendants knew their representations in this regard to be false, intended that Maynards would rely on same, knew that Maynards was relying on same to Maynards' detriment and loss.

18. Pursuant to section 2.2 of the Agreement, Maynards was redirected by D&S Railway to pay and agreed to pay the Purchase Price to D&S Railway by wire transfer of immediately available funds to account number 101-144-4 at Royal Bank of Canada, Lloyd D Jackson Square Branch (transit number 01822-003) (the "**D&S Account**").

19. The sole motivation and/or purpose of the redirection of the payment of the Purchase Price from the trust account of JMA Group was because D&S Railway could not allow JMA Group to meet their professional obligations/duties in closing the contemplated purchase/sale transaction. In particular, the Defendants knew that neither Mr. MacDonald nor JMA Group could fulfill their undertaking to effect the payment of the secured debt of D&S Railway in exchange for the required discharges of the security interests over the Assets, as doing so would prevent D&S Railway and the Ebersoles from receiving any cash from this deal and/or paying any amount of the Purchase Price to any of their creditors, including secured creditors.

20. On October 31, 2014, in accordance with the payment direction contained in section 2.2 of the Agreement, Maynards remitted the Purchase Price to D&S Railway by wiring same directly into the D&S Account.

21. At all material times, Maynards and D&S Railway, inclusive of D&S Railway's principals, the Ebersoles, knew that the Purchase Price was to be held in trust pending payment all discharges being available for all security interests in the Assets, including but not limited to any security over same granted in favour of the Bank of Montreal, Caterpillar Financial Services Limited and/or Trisura Guarantee Insurance Company. In the alternative, the Ebersoles, knew that the Purchase Price was to be used in order to effect the discharge of any such security and if and only if all security over the Assets had been discharged would the balance of the Purchase Price be released from trust.

22. Further, at all material times, D&S Railway undertook to hold the Purchase Price in trust pending all discharges being available for all security interests in the Assets, including but not limited to any security over same granted in favour of the Bank of Montreal, Caterpillar Financial Services Limited and/or Trisura Guarantee Insurance Company.

23. As of the date hereof, a registration under the *Personal Property and Security Act* (Ontario) bearing file number 694675377, registered in favour of Trisura Guarantee Insurance Company ("Trisura") on or about March 26, 2014, remains undischarged (the "Trisura PPSA Registration").

24. By letter dated November 14, 2014, Trisura, through its counsel, has advised that the security interest held by it over assets of D&S Railway, as set out in the Trisura PPSA Registration, continues to attach to the Assets acquired by Maynards pursuant to the Agreement

and, in particular, that, under the sale of the Assets to Maynards, neither Trisura's security nor the Trisura PPSA Registration had been discharged.

25. Based on the position of Trisura and the undischarged Trisura PPSA Registration, it appears as though some or all of the Assets may not have been delivered free and clear of all liens, charges and other encumbrances and, accordingly, D&S Railway has breached its contractual obligations owing to Maynards under the Agreement.

26. If, in fact, Trisura has valid security over any or all of the Assets, D&S Railway and the Ebersoles failed to discharge the duties owed by them to Maynards to ensure the discharge of all security interests granted by D&S Railway over the Assets or any of them to Trisura, including but not limited to those which form the subject of the Trisura PPSA Registration.

27. D&S Railway and the Ebersoles, through their false and misleading representations, intentionally diverted payment of the Purchase Price from the trust account of JMA Group to the D&S Account with the intent to abscond with, deplete or otherwise dissipate the proceeds of the sale before Maynards could detect their wrongful intentions/conduct and ensure the proper discharge of any purported security interests over the Assets. Without limiting the generality of the foregoing, Maynards pleads and the fact is that D&S Railway and the Ebersoles:

- (a) knew that, pursuant to their undertaking and trust obligations, neither Mr. MacDonald nor JMA Group could release from their trust account any of the Purchase Price to D&S Railway or the Ebersoles until all security over the assets had been discharged;
- (b) never intended to effect the discharge the Trisura PPSA Registration;

- (c) needed and intended to receive the Purchase Price knowing they would not be in a position to fulfill their obligations to Maynards under or arising out of the Agreement and the purchase/sale transaction contemplated therein;
- (d) fraudulently and intentionally diverted payment of the Purchase Price to the D&S Account, so that they could obtain, abscond with, deplete or otherwise dissipate the sale proceeds and use same for their own personal benefits and/or for the benefits of other corporations owned and/or controlled by the Ebersoles and which were related to but separate from D&S Railway, including Ebersole Excavating Inc.; and
- (e) have absconded with, depleted or otherwise dissipated the sale proceeds and used same for their own personal benefits and/or for the benefits of other corporations owned and/or controlled by the Ebersoles and which were related to but separate from D&S Railway, including Ebersole Excavating Inc.

28. As a result of the wrongful conduct of D&S Railway and the Ebersoles, as described above, Maynards has suffered damages in excess of the Purchase Price and will continue to suffer additional damages, full particulars of which will be proven in advance of or at trial. All such damages were foreseeable by the Defendants.

29. Maynards has taken and continues to take any and all reasonable steps available to it to mitigate its damages.

30. The Defendants have been unjustly enriched as a result of their conduct and their receipt of the Purchase Price.

31. The conduct of the Defendants as described above has been high-handed, malicious, arbitrary and highly reprehensible and has departed to a marked degree from ordinary standards of decent behaviour. Accordingly, an award of punitive damages is just and expedient in the circumstances.

32. For the foregoing reasons, Maynards is entitled to the relief set out in paragraph 1 hereof.

The Plaintiff proposes that this action be tried at the City of Toronto, in the Province of Ontario.

(Date of issue) *November 21, 2014*

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

Toronto Dominion Centre

Toronto, ON M5K 1G8

Joel D. Farber (LSUC# 36690T)

Joshua R. Freeman (LSUC# 55823J)

Tel: 416.864.9700

Fax: 416.941.8852

Lawyers for the Plaintiff

CV-14-516690

MAYNARDS INDUSTRIES LTD.
Plaintiff

-and- D & S RAILWAY CONSTRUCTION INC. et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

Toronto Dominion Centre

Toronto, ON M5K 1G8

Joel D. Farber (LSUC# 36690T)

Joshua R. Freeman (LSUC# 55823J)

Tel: 416.864.9700

Fax: 416.941.8852

Lawyers for the Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

MAYNARDS INDUSTRIES LTD

Plaintiff

- and -

**D & S RAILWAY CONSTRUCTION INC.,
DARRELL EBERSOLE and SANDRA EBERSOLE**

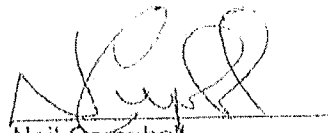
Defendants

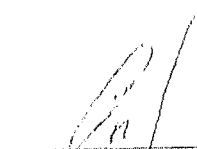
AFFIDAVIT OF SERVICE

I, Neil Campbell, Process Server, of the Town of Fort Erie, Province of Ontario, MAKE
OATH AND SAY:

1. On November 22, 2014 at 10:30 AM, I served the three Defendants at 2974 East Ave, Stevensville, ON by leaving three copies of the Statement of Claim with Sandra Ebersole, who indicated that she was married to Darrell Ebersole, was an officer and Director of D & S Railway Construction Inc and further was aware of the pending lawsuit.
2. November 22, 2014 at 12:00 PM, I mailed a copy a copy of the Statement of Claim herein to Darrell Ebersole at his residence at 2194 East Ave, Stevensville, ON, L0S 1S0.

SWORN BEFORE ME at the Town of
Fort Erie in the Province of Ontario,
this 23rd day of November, 2014


Neil Campbell


Commissioner of Affidavits
LSUC # 48473W

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE ____TH
JUSTICE) DAY OF _____, 2014

BETWEEN:

(Court Seal)

MAYNARDS INDUSTRIES LTD.

Plaintiff

and

D & S RAILWAY CONSTRUCTION INC., DARRELL EBERSOLE and
SANDRA EBERSOLE

Defendants

ORDER

THIS MOTION, made by the Plaintiffs, on notice, for injunctive and other relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record, including the Affidavit of Michael McIntosh, sworn November 25, 2014, filed, together with all materials filed in the Trisura Receivership Application (court file no. _____), and upon hearing submissions of counsel for the Plaintiff and the Defendants:

1. **THIS COURT ORDERS** that the term of this Order remains in effect pending further Order of the Court and any party may return at a 9:30 a.m. appointment to schedule future Motions as required on 3 days notice.
2. **THIS COURT FURTHER ORDERS** that the Defendants shall immediately pay into Court the sum of \$1,350,000.00.

3. **THIS COURT FURTHER ORDERS** that the Defendants shall immediately pay into Court the sum of _____ as security for future payments required by the Defendant or any of them to be made in satisfaction of any judgment or costs that may be awarded against the Defendants or any of them.
4. **THIS COURT FURTHER ORDERS** that the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, are prohibited, without further Order of the Court, from:
 - a) Removing from Ontario or in any way disposing of, dissipating, selling, assigning, dealing with, transferring, conveying, encumbering or diminishing the value of, any of their assets, including real and personal property, wherever located, whether held in their own names or not, and whether jointly or solely owned, directly or indirectly owned beneficially or otherwise, including but not limited to the property located at the municipal address of 2194 East Avenue, Stevensville, Ontario, legally described as PT LT 9 CON 11 NIAGARA RIVER BERTIE PT 1 & 2 59R8692; S/T BE35136 FORT ERIE [Pin no. 6244-0134 (LT) in LRO no. 59];
 - b) Without limiting the generality of (a), issuing cheques or drafts on, withdrawing or transferring any money from or in any dealing with accounts in their names, including at any bank, trust company, financial institution, other depository or investment companies, including the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444;
 - c) Without limiting the generality of (a) and (b), disposing of, selling, dissipating, dealing with, transferring, assigning or encumbering all or any part of the funds which one or both of them received from the funds one or both of them misappropriated from the Plaintiff, including any property which may have been purchased with such funds or the subject matter of loans which may have been repaid in whole or in part with such funds, including properties such as shares, or other valuables held in any account or to the Defendants' credit or held on any of

the Defendants' behalf jointly or solely owned, directly or indirectly, beneficially or otherwise; provided that if any real property referred to herein is sold the net proceeds after payment of current mortgages, real estate commission, realty taxes and reasonable legal fees shall be paid into Court to the credit of this action;

- d) Without limiting the generality of (a), (b) and (c), disposing of, selling, dissipating, dealing with, transferring, assigning or encumbering all or any part of the interest of the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, in any real property; and
- e) Assisting, directly or indirectly, in any of the acts prohibited in (a), (b), (c) or (d) or doing any act, the effect of which is to contravene any of (a), (b), (c) or (d).

5. **THIS COURT FURTHER ORDERS** that any and all bank, trust, investment or other accounts into which any funds were placed, deposited or received by or on behalf of the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, including the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444 be frozen pending further Order of this Court.
6. **THIS COURT FURTHER ORDERS** that the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, shall forthwith identify any location, including any bank, trust company or financial institution where one or both of them maintain any and all bank accounts, investment accounts, safety deposit boxes or any other cash deposits, assets and valuables of any kind, and immediately provide the lawyers for the Plaintiff with all documents in their possession or power associated with or relating to the account held at Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444, as well as any other accounts held or owned by the Defendants, whether jointly or solely owned, directly or indirectly owned beneficially or otherwise.

7. **THIS COURT FURTHER ORDERS** that the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, shall forthwith and in any event, not later than seven (7) days from the date of this Order, provide the lawyers for the Plaintiff with an Affidavit listing all of their property and assets located in Ontario and elsewhere, whether in their own names or not and whether jointly or solely owned, beneficially, legally or otherwise and include in such Affidavit, the location and details of all such assets.
8. **THIS COURT FURTHER ORDERS** that the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole or any of them shall forthwith and in any event, not later than seven (7) days from the date of this Order, provide the lawyers for the Plaintiff with copies of all documents in their possession related to any security currently or previously granted by the Defendants or any of them and/or registered over the Assets or any of them and/or which pertain in any way to the Assets and any interests acquired or granted in favour of or by the Defendants or any of them therein.
9. **THIS COURT FURTHER ORDERS** that the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, shall forthwith and in any event, not later than seven (7) days from the date of this Order, provide the lawyers for the Plaintiff with copies of all documents in their possession which pertain in any way to any charge cards, accounts, deposits or investments standing in their names or any of them and whether alone or jointly with any other person, which pertain in any way to any financial transactions entered into any of these Defendants, including, without limiting the generality of the foregoing, pertaining to the purchase of drafts or money orders or the making or receiving of wire transfers.
10. **THIS COURT FURTHER ORDERS** that any person, bank or financial institution served with a copy of this Order shall immediately take all reasonable steps to prevent the withdrawal or other dissipation of any amounts held on deposit, invested or held in the names of the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, whether in trust or otherwise, pending further Order of the Court that is contrary to this Order.

11. **THIS COURT FURTHER ORDERS** that without limiting the ambit or generality of the foregoing, the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, shall immediately, upon being served with this Order, take all reasonable steps to prevent the withdrawal or any other disposition of any funds from the account in their names, identified as follows: Royal Bank of Canada, Lloyd D. Jackson Square Branch, Transit No. 01822 located at 100 King St West, Stelco Tower, Hamilton, Ontario, bearing account no. 1011444, as well as any other accounts in the names of these defendants, pending further Order of this Court. Notwithstanding the foregoing and pending further Order of the Court the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, shall be permitted to withdraw funds in the ordinary course of business for food, mortgage and realty taxes up to a maximum of \$2,000.00 per month, plus reasonable legal fees, which shall be fully accounted for monthly with all back up documents.
12. **THIS COURT FURTHER ORDERS** that notwithstanding the foregoing, the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole may without limitation conduct their business in the ordinary course but shall not make any withdrawals or payments or dispositions outside the ordinary course of business which would violate this Order and in particular, without limitation, paragraph 4 hereof.
13. **THIS COURT FURTHER ORDERS** that the documents in and any other items seized pursuant to this Order shall be used by the Plaintiff only for the purpose of legal proceedings related hereto and an Order to instruct counsel, or otherwise ordered by this Court.
14. **THIS COURT FURTHER ORDERS** that service on the Defendants, D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole, of the materials used in this motion is hereby dispensed with, validated in the manner effected and/or the time in which these materials were served is abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.
15. **THIS COURT FURTHER ORDERS** that this action and/or the hearing of this motion be transferred from the Ontario Superior Court of Justice to the Ontario Superior Court of

Justice – Commercial List and consolidated with the Application brought pursuant to s. 47 of the *Bankruptcy and Insolvency Act* by Trisura against et.al. (Court File No. _____).

16. **THIS COURT FURTHER ORDERS** that the parties may attend on a summary basis for further directions of this Honourable Court on 3 days notice.

17. **THIS COURT FURTHER ORDERS** that the costs payable by D & S Railway Construction Inc., Darrell Ebersole and Sandra Ebersole to the Plaintiffs, for this motion fixed at _____.

(Signature of Judge)

MAYNARDS INDUSTRIES LTD.
Plaintiff

-and- D & S RAILWAY CONSTRUCTION INC. et al.
Defendants

Court File No. CV-14-516690

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

ORDER

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
Toronto Dominion Centre
Toronto, ON M5K 1G8

Joel D. Farber (LSUC# 36690T)
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Fax: 416.941.8852

Lawyers for the Plaintiff

This is Exhibit "B" to the Second
Affidavit of Stuart Detsky, sworn before
me this 6th day of April, 2015.



Arthur Nahas, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 10, 2016.

A Commissioner, etc.

Maynards Industries Ltd
Sales Report
Auction Name: D&S Railway Construction
Location: Stevensville, ON
Auction Date: 12/4/2014
Auction Currency: USD

Consignment	Lot Number	Price	Sold With Lot	Description	Bidder #	Buyers Premium	HST on BP	PPSA Motor Vehicles
D&S Railway - MAIN	1	2,500.00		2007 Ford E350 Cargo Van - 236,000 km S/N: 1FTSE34LX7DA45305	241	375.00	48.75	2500
D&S Railway - MAIN	2	2,400.00		2003 GMC 2500HD 4x4 Pickup Truck w/ Cap, Compressor - 398,000 km S/N: 1GTHC24U03E348679	274	360.00	46.80	2400
D&S Railway - MAIN	3	4,000.00		2007 GMC 2500HD 4x4 Pickup Truck w/ Fisher 7.5' plow - 336,000 km S/N: 1GTHK24U97E122813	249	600.00	78.00	4000
D&S Railway - MAIN	4	3,250.00		2007 GMC 2500HD 4x4 Pickup Truck w/ Boss 8.5' V-plow, Alum Checker Plate Workbox/Fuel Tank - 313,000 km S/N: 1GTHK24U07E176579	234	487.50	63.38	3250
D&S Railway - MAIN	5	1,500.00		1997 Chevrolet 2500 4x4 Pickup Truck w/ Arctic 7.5' Plow - 404,000 km S/N: 1GCGK24R3VE133973	268	225.00	29.25	1500
D&S Railway - MAIN	6	5,250.00		2007 GMC 2500HD SLT 4x4 Crew Cab Pickup Truck w/ Duramax Diesel, Allison Transmission, Black Leather, Workbox/Fuel Tank - 302,000 km S/N: 1GTHK29D97E111853	245	787.50	102.38	5250
D&S Railway - MAIN	7	1,600.00		2001 GMC 2500HD 4x4 Crew Cab Pickup Truck w/ Duramax Diesel, Allison Transmission, Tan Leather, Workbox/Fuel Tank **Front End Damage** - 367,000 km S/N: 1GTHK291X1E207939	5047	288.00	37.44	1600
D&S Railway - MAIN	8	2,300.00		2003 Dodge Ram 4x4 Quad Cab Pickup Truck w/ Cummins Turbo Diesel, Black Leather, Workbox/Fuel Tank - 584,000 km S/N: 1D7KU28653J548761	226	345.00	44.85	2300
D&S Railway - MAIN	9	500.00		1994 Dodge Ram 4x4 Pickup Truck w/ Flat Deck - 677,000 km S/N: 1B7KF26C9R5590169	226	75.00	9.75	500
D&S Railway - MAIN	10	1,100.00		2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck w/ Setup for Rail Mount (not included), Workbox/Fuel Tank - 442,000 km S/N: 1FTSW31LX9EC49650	267	165.00	21.45	1100
D&S Railway - MAIN	11	3,000.00		Salt Dawg Gas Powered Sand/Salt Spreader w/ Controller Box	201	450.00	58.50	
D&S Railway - MAIN	12	3,000.00		Traction Master Gas Powered Sand/Salt Spreader w/ Controller Box	201	450.00	58.50	

Print Date: 2/19/2015

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D&S Railway - MAIN	13	3,000.00	Traction Master Electric Sand/Salt Spreader w/ Controller Box	201	450.00	58.50	
D&S Railway - MAIN	14	3,000.00	Sno Way Electric Sand/Salt Spreader w/ Controller Box	201	450.00	58.50	
D&S Railway - MAIN	15	3,000.00	Finn T-30 Hydro Seeder	253	450.00	58.50	
			1993 Ford E-350 Cube Van w/ 14' Alum Box **Not running** S/N:				
D&S Railway - MAIN	16	2,250.00	1FDKE30H4PH868717	239	337.50	43.88	2250
			1986 Ford 8000 Boom Truck w/ Pitman HL 52 Boom - 340,000 km				
D&S Railway - MAIN	17	5,000.00	S/N: 1FDYW80U6GVA40739	279	750.00	97.50	5000
			1996 Volvo Autocar ACL Boom Truck w/ Serco 8000 Straight Boom,				
D&S Railway - MAIN	18	19,000.00	Cummins L6, Rail Mounted - 5719 hours S/N: 4V55CBJH0TR515726	5010	3,420.00	444.60	19,000
			2001 Mack CL713 Tri Axle Dump Truck w/ 20' Dump Box, E7 Engine,				
D&S Railway - MAIN	19	22,500.00	8spd - 756,000 km S/N: 1M2AD62C11M011078	245	3,375.00	438.75	22,500
			2007 Kenworth T800 Tri Axle Dump Truck w/ 20' Dump Box, C15 -				
D&S Railway - MAIN	20	47,000.00	561,000 km S/N: 1XKDD8OX47J933309	231	7,050.00	916.50	47,000
			2006 Peterbilt 378 Tri Axle Highway Tractor w/ 16/46 axles, Cat				
D&S Railway - MAIN	21	56,500.00	C15 - 747,000 km S/N: 1XPFPBEX6D878848	252	8,475.00	1,101.75	56,500
			2007 Kenworth T800 Tandem Axle Highway Tractor w/ Cat C15, 46				
D&S Railway - MAIN	22	49,500.00	rear axles - 510,000 km S/N: 1NKDXBTX17J988958	232	7,425.00	965.25	49,500
			2007 Paron Quad Axle 60T low-boy Trailer S/N:				
D&S Railway - MAIN	23	36,000.00	2P9LB574571059594	208	5,400.00	702.00	
			1988 Talbert Tri-Axles 40T low-boy Trailer w/ Rails, Warn 16.5Ti				
D&S Railway - MAIN	24	15,000.00	Winch S/N: 40FW0483XJ1007725	243	2,250.00	292.50	
			2000 Alutec 48' 5-Axle Alum Flat Deck w/ Air Ride S/N:				
D&S Railway - MAIN	25	5,500.00	2T9F144W8XA133069	231	825.00	107.25	
			2001 Thruway 48' 5-Axle Flat Deck Trailer w/ Groeneveld Auto				
D&S Railway - MAIN	26	6,500.00	Grease System, Air Ride S/N: 2T9FA485911011206	202	975.00	126.75	
			1989 Trombone 48' Tandem Axle Flat Deck Trailer t/a 48' S/N:				
D&S Railway - MAIN	27	3,500.00	2H8P0452XKR007401	216	525.00	68.25	
			2001 JC 18' Tandem Axle Equipment Float S/N:				
D&S Railway - MAIN	28	5,000.00	2J9B7V5CX2K001098	201	750.00	97.50	
			2003 International 9900I Eagle Tandem Axle Boom Truck, Serco Lift				
			boom w/ Serco 8000 Folding Boom **Cracked Engine Block** S/N:				
D&S Railway - Maynards	29	4,000.00	2HSCHAPR03C074166	282	600.00	78.00	4000
D&S Railway - MAIN	29.01	9,000.00	Sevco Boom Sevco Boom	269	1,350.00	175.50	
D&S Railway - MAIN	30	500.00	Double Axle Transport Dolly	256	75.00	9.75	
			2008 Continental Cargo 20' Alum Tandem Axle Landscaping Trailer				
D&S Railway - MAIN	31	2,500.00	S/N: 5NHUCCV289N057953	5035	450.00	58.50	

D&S Railway - MAIN	32	2,000.00	Specialty Lighting 30' Light Tower w/ Diesel Motor	282	300.00	39.00	
D&S Railway - MAIN	33	2,000.00	Ingersol Rand Portable Air Compressor w/ Diesel Motor	5069	360.00	46.80	
D&S Railway - MAIN	34	2,500.00	Design Space 10'x30' Office Trailer	5069	450.00	58.50	
D&S Railway - MAIN	35	2,050.00	8'x20' Office Trailer	231	307.50	39.98	
D&S Railway - MAIN	36	2,050.00	8'x25' Office Trailer	231	307.50	39.98	
D&S Railway - MAIN	37	21,000.00	1994 Champion 730a Series II Motor Grader S/N: 24724	287	3,150.00	409.50	21,000
D&S Railway - MAIN	38	25,000.00	2006 CAT 420E Backhoe w/ 6625hrs, 4X4 **Snowblade not Included, will be sold with bucket** S/N: CKMW00200	209	3,750.00	487.50	25,000
D&S Railway - MAIN	39	26,250.00	2008 CAT 420E Backhoe w/ 5170hrs, 4X4 **Forks not Included, will be sold with bucket** S/N: PKMW02158	287	3,937.50	511.88	26,250
D&S Railway - MAIN	40	22,000.00	2005 Cat 420D Backhoe w/ 4X4 S/N: BLN11960	5050	3,960.00	514.80	22,000
D&S Railway - MAIN	41	20,000.00	2003 Cat 420D Backhoe w/ 8395 hrs, 4X4 S/N: BLN05422	5050	3,600.00	468.00	20,000
D&S Railway - MAIN	42	20,100.00	2003 Cat 420D Backhoe w/ 8646 hrs, 4X4 S/N: BLN05448	5058	3,618.00	470.34	20,100
D&S Railway - MAIN	43	24,000.00	2006 Cat 420D Backhoe w/ 4x4 **Forks not Included, will be sold with bucket and New Driver Door Glass** S/N: BLN13355	5058	4,320.00	561.60	24,000
D&S Railway - MAIN	44	14,000.00	1996 Cat 416 Turbo Backhoe w/ 4X4, 11,486 hrs S/N: 82K08804	279	2,100.00	273.00	14,000
D&S Railway - MAIN	45	57,000.00	2005 Cat Excavator w/ 48" bucket, 5462hrs **New Final Drive in Left Track** S/N: CAT0330DVMWP02693	272	8,550.00	1,111.50	57,000
D&S Railway - MAIN	46	56,000.00	2006 CAT Excavator 2006 Caterpillar 330D Excavator Serial# CAT0330DEMWP00805 , w/48" Bucket, 6140 hrs	266	8,400.00	1,092.00	56,000
D&S Railway - MAIN	47	19,500.00	1999 Case 9030B Excavator w/ Grapple Attachment S/N: DAC0302775	214	2,925.00	380.25	19,500
D&S Railway - MAIN	48	15,500.00	1986 Cat 215LC Excavator w/ Bucket S/N: 4HG01012	222	2,325.00	302.25	15,500
D&S Railway - MAIN	49	0.00	2008 Cat 930H Loader w/ 4567 hrs, bucket S/N: DHC01005	5067	0.00	0.00	
D&S Railway - MAIN	50	22,000.00	1998 Cat 928G Loader w/ 13,139 hrs, bucket S/N: 6XR00800	282	3,300.00	429.00	22,000
D&S Railway - MAIN	51	15,500.00	2001 Case 850H Dozer w/ 8821 hrs S/N: JJ0296146	287	2,325.00	302.25	15,500
D&S Railway - Hockton	51.01		Toyota 25 5000lbs Outdoor Forklift w/ certified, new chains/ forks/hoses/seat, tune up, and oil change ** Tank not Included ** S/N: 405FG2521238				
D&S Railway - Hockton	51.02		Toyota 35 8000lbs Outdoor Forklift w/ runs well, needs little to safety S/N: 5FG-20034	243			
D&S Railway - MAIN	52	22,500.00	John Deere 6415 Tractor w/ 1863 hrs S/N: L064150487220	236	3,375.00	438.75	
D&S Railway - MAIN	53	4,750.00	John Deere CK15 Wing Mower	287	712.50	92.63	
D&S Railway - MAIN	54	3,250.00	Buhler 960 2-Stage Snow Blower S/N: 204006810	201	487.50	63.38	
D&S Railway - MAIN	55	2,000.00	CAT 2.5yd Ditching Bucket	287	300.00	39.00	
D&S Railway - MAIN	56	1,700.00	Excavator Bucket	287	255.00	33.15	

D&S Railway - MAIN	57	800.00	H&H 1.14yrd Bucket	276	120.00	15.60	
D&S Railway - MAIN	58	800.00	CAT 30HD .80yrd Bucket	230	120.00	15.60	
D&S Railway - MAIN	59	500.00	Backhoe Bucket	276	75.00	9.75	
D&S Railway - MAIN	60	500.00	CAT Backhoe Bucket	201	75.00	9.75	
D&S Railway - MAIN	61	500.00	CAT Backhoe Bucket	201	75.00	9.75	
D&S Railway - MAIN	62	500.00	CAT Backhoe Bucket	201	75.00	9.75	
D&S Railway - MAIN	63	500.00	CAT Backhoe Bucket	201	75.00	9.75	
D&S Railway - MAIN	64	500.00	H&H Backhoe Bucket	201	75.00	9.75	
D&S Railway - MAIN	65	1,500.00	H&H HP3-4 Thumb Attachment	201	225.00	29.25	
D&S Railway - MAIN	66	0.00	Custom Made Trenching Attachment	201	0.00	0.00	
D&S Railway - MAIN	67	0.00	Custom Made Trenching Attachment	201	0.00	0.00	
D&S Railway - MAIN	68	1,800.00	Forks for Loader	234	270.00	35.10	
D&S Railway - MAIN	69	61,000.00	Forks for Loader	5067	10,980.00	1,427.40	61,000
D&S Railway - MAIN	70	2,300.00	Forks for Loader	235	345.00	44.85	
D&S Railway - MAIN	71	2,300.00	Forks for Loader	201	345.00	44.85	
D&S Railway - MAIN	72	2,500.00	Forks for Loader.	201	375.00	48.75	
D&S Railway - MAIN	73	2,500.00	Forks for Loader	287	375.00	48.75	
D&S Railway - MAIN	74	50.00	Lifting Fixture	225	7.50	0.98	
D&S Railway - MAIN	75	1,700.00	Canmac 28" Lifting Magnet	282	255.00	33.15	
D&S Railway - MAIN	76	1,700.00	Canmac 28" Lifting Magnet	282	255.00	33.15	
D&S Railway - MAIN	77	1,700.00	Canmac 28" Lifting Magnet	282	255.00	33.15	
D&S Railway - MAIN	78	3,000.00	2007 CAT 2055901 Hydraulic Packer	213	450.00	58.50	
D&S Railway - MAIN	79	1,000.00	Hydraulic Packer	225	150.00	19.50	
D&S Railway - MAIN	80	2,500.00	Hydraulic Grapple Attachment	202	375.00	48.75	
D&S Railway - MAIN	81	200.00	Lifting Fork Attachment	216	30.00	3.90	
D&S Railway - MAIN	82	4,000.00	10' Snow Blade for Backhoe	243	600.00	78.00	
D&S Railway - MAIN	83	1,750.00	Bateman 10' Snow Blade for Backhoe	201	262.50	34.13	
D&S Railway - MAIN	84	3,000.00	Boss 10' Snow Blade for Backhoe	262	450.00	58.50	
D&S Railway - MAIN	85	3,000.00	Western 10' Snow Blade for Backhoe	262	450.00	58.50	
D&S Railway - MAIN	86	2,000.00	CAT 10' Snow Blade for Backhoe	282	300.00	39.00	
D&S Railway - MAIN	87	3,000.00	Bateman 10' Snow Blade for Backhoe	213	450.00	58.50	
D&S Railway - MAIN	88	18,000.00	(6) Rail Tie Bins of Assorted Metal Parts and Rail Parts	237	2,700.00	351.00	
D&S Railway - MAIN	89	0.00	(16) Metal Bins of Assorted Metal Rail Parts	237	0.00	0.00	
D&S Railway - MAIN	90	0.00	(2) Metal Racks of Assorted Bolts and Tie Rods	237	0.00	0.00	
D&S Railway - MAIN	91	1,000.00	New Railway End-Stop	239	150.00	19.50	
D&S Railway - MAIN	92		(2) Railway Crossing Traffic Signals			0.00	
D&S Railway - MAIN	93	4,000.00	Quantity of Assorted Long Rails	237	600.00	78.00	
D&S Railway - MAIN	94	37,000.00	Approx. (40) Assorted Rails	227	5,550.00	721.50	

D&S Railway - MAIN	95	0.00	94	Large Quantity of Rail Plates w/ (2) Rails Underneath	227	0.00	0.00	
D&S Railway - MAIN	96	0.00	94	Quantity of Rail Switches and Plates w/ (2) Rails Underneath	227	0.00	0.00	
D&S Railway - MAIN	97	0.00	94	Quantity of Rail Plates w/ (2) Rails Underneath	227	0.00	0.00	
D&S Railway - MAIN	98	0.00	94	Quantity of Rail Plates w/ (2) Rails Underneath	227	0.00	0.00	
D&S Railway - MAIN	99	0.00	94	(2) Piles of Long Rail Plates, Rail	227	0.00	0.00	
D&S Railway - MAIN	100	0.00	94	(5) Metal Bins of Assorted Rail Parts	227	0.00	0.00	
D&S Railway - MAIN	101	0.00	94	(2) Railway End-Stops	227	0.00	0.00	
D&S Railway - MAIN	102	0.00	94	Quantity of Rail in Corner of Yard	227	0.00	0.00	
D&S Railway - MAIN	103	8,500.00		Quantity of Rubber Rail	237	1,275.00	165.75	
D&S Railway - MAIN	104	0.00	103	Quantity of Rail Parts and Rail ** No Wood **	237	0.00	0.00	
D&S Railway - MAIN	105	0.00	103	Railway End-Stop	237	0.00	0.00	
D&S Railway - MAIN	106	0.00	103	Metal 4'x6' Spill Floor Container	237	0.00	0.00	
D&S Railway - MAIN	107	0.00	103	Crate with Hydraulic Equipment	237	0.00	0.00	
D&S Railway - MAIN	108	0.00	103	Quantity of Metal Buckets with Rail Parts w/ Skid of Assorted Rail	237	0.00	0.00	
D&S Railway - MAIN	109	0.00	103	Parts	237	0.00	0.00	
D&S Railway - MAIN	110	0.00	103	Stack of Assorted Rail	237	0.00	0.00	
D&S Railway - MAIN	111	2,600.00		Yellow Boom Bucket ** Not Complete **	237	0.00	0.00	
D&S Railway - MAIN	112	0.00	111	Fairmount Rail Lifter ** Not Complete **	235	390.00	50.70	
D&S Railway - MAIN	113	0.00	111	Rail Lifter	235	0.00	0.00	
D&S Railway - MAIN	114	0.00	111	Rail Cart	235	0.00	0.00	
D&S Railway - MAIN	115	18,000.00		Fairmount Track Bolter ** Not Complete **	235	0.00	0.00	
D&S Railway - MAIN	116	0.00	115	Rail Grinder	201	2,700.00	351.00	
D&S Railway - MAIN	117	0.00	115	2011 Geismar Track Bolter	201	0.00	0.00	
D&S Railway - MAIN	118	7,000.00		Rail Cart	201	0.00	0.00	
D&S Railway - MAIN	119	2,750.00		Track Bolter	235	1,050.00	136.50	
D&S Railway - MAIN	120	2,500.00		Spike Puller	235	412.50	53.63	
D&S Railway - MAIN	121	350.00		Spike Puller	5037	450.00	58.50	
D&S Railway - MAIN	122	8,750.00		Rail Cart	267	52.50	6.83	
D&S Railway - MAIN	123	0.00	122	Pettibone 441B Speed Swing with Mag 10,105 hrs	214	1,312.50	170.63	
D&S Railway - MAIN	124	0.00	122	Pettibone Extendable Boom	214	0.00	0.00	
D&S Railway - MAIN				Bucket for Pettibone	214	0.00	0.00	
D&S Railway - MAIN	125	37,500.00		1999 Western Star Brant Rail Mounted Service Truck - 291,000 Miles & 592 hours S/N: 2WLPCCC16XX957119	287	5,625.00	731.25	37500
D&S Railway - MAIN	126	6,000.00		1991 Raglin Rail Mounted Tri-Axle Hopper S/N: 2R9A4P3G1M1011881	252	900.00	117.00	
D&S Railway - MAIN	127	400.00		International S1600 Water Truck ** Unplated, No Registration **	256	60.00	7.80	400

D&S Railway - MAIN	128	0.00	127	Fibreglass Service Box w/ Cap	256	0.00	0.00	
D&S Railway - MAIN	129	2,750.00		2000 Ford F350 XL SuperDuty 4x4 Quad Cab Service Truck w/ Rail Package - 257,000 km S/N: 1FTSW31L8YEC49825	267	412.50	53.63	2750
				2000 Ford F450 XL Superduty 4x4 Quad Cab Dually Service Truck w/ Rail Mounted, Service Deck, Hoist ** White Tank on Service Deck Not Included ** - 129,000 km S/N: 1FDXW47SXYEC07078	214	1,125.00	146.25	7500
D&S Railway - MAIN	130	7,500.00		Promac 52C Brush Hog S/N: 25689	231	780.00	101.40	
D&S Railway - MAIN	131	5,200.00		Cat H120C Hoe Hammer	243	2,175.00	282.75	
D&S Railway - MAIN	132	14,500.00		1991 CBL Tri-Axle Log Trailer S/N: 2C93SHBS3MT088676	202	487.50	63.38	
D&S Railway - MAIN	133	3,250.00		20' Sea Container w/ Electrical, Work Bench	256	149.27	19.40	
D&S Railway - MAIN	134	995.11		20' Sea Container	5035	270.00	35.10	
D&S Railway - MAIN	135	1,500.00		1985 Geismar Tie Insertor S/N: 85027-195	5053	1,440.00	187.20	
D&S Railway - MAIN	136	8,000.00		Bert Pike (Nordco) Railway Broom w/ 3723hrs S/N: 7916	205	1,125.00	146.25	
D&S Railway - MAIN	137	7,500.00		Rail Spiker ** Not Complete **	256	75.00	9.75	
D&S Railway - MAIN	138	500.00		Tamper	205	1,350.00	175.50	
D&S Railway - MAIN	139	9,000.00		Pandrol & Jackson 6700 Tamper w/ 9,333 hrs	5025	13,500.00	1,755.00	
D&S Railway - MAIN	140	75,000.00		2006 Harsco (Jackson) 2400 Tamper w/ 2317 hrs, 3.9 Cummins Diesel S/N: 153366	5061	25,740.00	3,346.20	
D&S Railway - MAIN	141	143,000.00						
Totals		<u>1,271,445.11</u>				<u>202,857.77</u>	<u>26,371.51</u>	697,150 <i>u.f.</i>
Total BP	202,857.77							
HST on BP	26,371.51							
Additional Consignor	0.00							
Due to Maynards	<u>229,229.28</u>							

This is Exhibit "C" to the Second
Affidavit of Stuart Detsky, sworn before
me this 6th day of April, 2015.


Arthur Nahas, a Commissioner, etc.,
Province of Ontario, while a ~~Student-at-Law~~.
Expires May 10, 2016.

A Commissioner, etc.



MINISTRY CONTROL NO./NO DE CONTRÔLE DU MINISTÈRE SEARCH DATE/DATE DE RECHERCHE
372/D 14/11/28

SEARCH TYPE/TYPE DE RECHERCHE INQUIRY KEY/CRITÈRE DE RECHERCHE

RIN HISTORY 095948923
ANTÉCÉDENTS DU NIC

=====

REGISTRANT/CONDUCTEUR
REGISTRANT IDENTIFICATION NO./NO D'IDENTIFICATION DU CONDUCTEUR- 095948923
DRIVER'S LICENCE NO./NO DU PERMIS DE CONDUIRE-
PARENT RIN/NIC DE LA SOCIÉTÉ MÈRE- 004831960
TYPE- FLEET/PARC
NAME/NOM- EBERSOLE, DARRELL, W
OPERATING AS/RAISON SOCIALE- DARRELL EBERSOLE EXCAVATING
PRORATE %/%-PRORATA-
ADDRESS/ADRESSE- 2194 EAST AVE, STEVENSVILLE LOSISO

=====

OWNED PLATES AND VEHICLES/PLAQUES ET VÉHICULES DU PROPRIÉTAIRE
PLATED VEHICLE/VÉHICULE IMMATRICULÉ

PLATES/PLAQUES	VIN/NIV	MAKE/MARQUE	YEAR/ANNÉE
AC59247	1FTSE34LX7DA45305 ✓	FORD	07
AA28911	1FTSW31LXYEC49650 ✓	FORD	00
BNMF182	1C4RJFCG0CC249675 ✓	JEEP	12
2125ZK	1FTSW31L8YEC49825 ✓	FORD	00
4050ZC	1GTHK291X1E207939 ✓	GMC	01
4043ZC	1NKDXBTX17J988958 ✓	KENW	07
H7474T	2R9A4P3G1M1011881 ✓	RAGL	91
7592YW	1XKDDBOX47J933309 ✓	KW	07
7593YW	1FDXW47SXYEC07078 ✓	FORD	00
3296XC	2WLPCCCJ6XK957119 ✓	WSTR	99
3287XC	2HSCHAPR03C074166 ✓	INTL	03
F6409D	2T9FL44W8XA133069 ✓	ALUT	00
BENJ161	1GNDV03E25D150919 ✓	CHEV	05
F6355D	2T9FA485911011206 ✓	THRU	01
3151XC	1GTHC24U03E348679 ✓	GMC	03
E2337S	5NHUCCV289N057953 ✓	CONT	09
8482WF	4V5SCBJH0TR515726 ✓	VOLV	96
E9392J	2C93SHBS3MT088676 ✓	CBL	91
E3190A	2P9LB574571059594 ✓	LOAD	07
8847TZ	1GCGK24R3VE133973 ✓	CHEV	97
AZCN971	1GNDX03E2VD201197 ✓	CHEV	97
D7044F	10WPAEL27RW019322 ✓	CLAS	94
1421RA	1FDKE30H4PHB68717 ✓	FORD	93
1375RA	1XPFPBEXX6D878848 ✓	PETE	06
C2641B	5HCKA2723DE026662 ✓	ATLA	13
3187NM	1GCGK24K4NE197958 ✓	CHEV	92
6692MT	1FMDA11U4PZA16533 ✓	FORD	93



MINISTRY CONTROL NO./NO DE CONTRÔLE DU MINISTÈRE SEARCH DATE/DATE DE RECHERCHE
372/D 14/11/28

SEARCH TYPE/TYPE DE RECHERCHE INQUIRY KEY/CRITÈRE DE RECHERCHE

RIN HISTORY 095948923

ANTÉCÉDENTS DU NIC

=====

REGISTRANT/CONDUCTEUR

REGISTRANT IDENTIFICATION NO./NO D'IDENTIFICATION DU CONDUCTEUR- 095948923

DRIVER'S LICENCE NO./NO DU PERMIS DE CONDUIRE-

PARENT RIN/NIC DE LA SOCIÉTÉ MÈRE- 004831960

TYPE- FLEET/PARC

NAME/NOM- EBERSOLE, DARRELL, W

OPERATING AS/RAISON SOCIALE- DARRELL EBERSOLE EXCAVATING

PRORATE %/%-PRORATA-

ADDRESS/ADRESSE- 2194 EAST AVE, STEVENSVILLE

LOS1S0

OWNED PLATES AND VEHICLES/PLAQUES ET VÉHICULES DU PROPRIÉTAIRE

PLATED VEHICLE/VÉHICULE IMMATRICULÉ

PLATES/PLAQUES	VIN/NIV	MAKE/MARQUE	YEAR/ANNÉE
5825MH	1B6ME3681LS672809	DODG	90
9940MJ	1GTGK24F3SE506639	GMC	95
A7613Z	2H8P0452XKR007401	✓ FRUE	89
8319MC	1FDYW80U6GVA40739	✓ FORD	86
5241LW	1M2AD62C11M011078	✓ MACK	01
Z73555	2J9B7V5CX2K001098	✓ JCTR	02
9990KH	1B7KF26C9RS590169	✓ DODG	94
W64155	40FW0483XJ1007725	✓ TALB	88
9121DA	1D7KU28653J548761	✓ DODG	03
6854DC	1FDKE30M2JHB45859	FORD	88
K83433	1728875	KING	75

UNATTACHED PLATES/PLAQUES NON FIXÉE

1584XZ	1746VM	8858TZ	9921NW	8481NB	8343NB	A5302K
A4303C	8125JE	8159JE	6158HT	V53954	V52384	T53396
7903CB	R72504	4849CB	ZL1655			

UNPLATED VEHICLE/VÉHICULE NON IMMATRICULÉ

VIN/NIV	MAKE/MARQUE	YEAR/ANNÉE
1GCDK14H0LZ135500	CHEV	90
D3117JGB24507	INTL	79
FYA283	BIRM	76



MINISTRY CONTROL NO./NO DE CONTRÔLE DU MINISTÈRE SEARCH DATE/DATE DE RECHERCHE
372/D 14/11/28

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RIN HISTORY 095948923
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REGISTRANT/CONDUCTEUR
REGISTRANT IDENTIFICATION NO./NO D'IDENTIFICATION DU CONDUCTEUR- 095948923
DRIVER'S LICENCE NO./NO DU PERMIS DE CONDUIRE-
PARENT RIN/NIC DE LA SOCIÉTÉ MÈRE- 004831960
TYPE- FLEET/PARC
NAME/NOM- EBERSOLE, DARRELL, W
OPERATING AS/RAISON SOCIALE- DARRELL EBERSOLE EXCAVATING
PRORATE %/%-PRORATA-
ADDRESS/ADRESSE- 2194 EAST AVE, STEVENSVILLE LOS1S0

INACTIVE PLATES AND VEHICLES/PLAQUES ET VÉHICULES INACTIFS
PLATES/PLAQUES

4091ZC	BFJE297	6923WT	4964TV	2467TD	AYFP388	7828LE
4469HD	9750EA	ZR3312	YZ8073	YR2929	TF6701	RT2591

VEHICLES/VÉHICULES

VIN/NIV	MAKE/MARQUE	YEAR/ANNÉE
1G2ZH17N184174773	PONT	08
1B4GP25R12B677382	DODG	02
2GTEK13TX41313062	GMC	04
1GTGC24RXYR198183	GMC	00
1J4GR48K66C234601	JEEP	06
2GCEK13T361114311	CHEV	06
1GKDT13WXT2563598	GMC	96
4FKPG212440023907	4STA	04
1FDLF47M3REA25899	FORD	94
1B7KE2681KS139774	DODG	89
1GTDC14Z5RZ546244	GMC	94
40LWB2626VP039239	PACE	97
2C9B2R5E2J1012694	COBR	88
13SAH2729X1AA2907	SNDR	99
4X4TSED24YN008790	AUTO	00
1GTEK19T8XE555116	GMC	99
2HBHT2242SN000019	HOLL	95
4FGL02422WD406183	FTHR	98
1GCGK24KOLE105273	CHEV	90
2GCEK19H3M1190871	CHEV	91
4TCSS1102TH038622	TRIT	96
2WLNCCJG8JK921499	WSTR	88
1GTDK14K2KZ541305	GMC	89
2WLND CJG1EK910959	WEST	84



MINISTRY CONTROL NO./NO DE CONTRÔLE DU MINISTÈRE SEARCH DATE/DATE DE RECHERCHE
372/D 14/11/28

SEARCH TYPE/TYPE DE RECHERCHE INQUIRY KEY/CRITÈRE DE RECHERCHE

RIN HISTORY 095948923
ANTÉCÉDENTS DU NIC

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REGISTRANT/CONDUCTEUR
REGISTRANT IDENTIFICATION NO./NO D'IDENTIFICATION DU CONDUCTEUR- 095948923
DRIVER'S LICENCE NO./NO DU PERMIS DE CONDUIRE-
PARENT RIN/NIC DE LA SOCIÉTÉ MÈRE- 004831960
TYPE- FLEET/PARC
NAME/NOM- EBERSOLE, DARRELL, W
OPERATING AS/RAISON SOCIALE- DARRELL EBERSOLE EXCAVATING
PRORATE %/%-PRORATA-
ADDRESS/ADRESSE- 2194 EAST AVE, STEVENSVILLE LOS1S0

INACTIVE PLATES AND VEHICLES/PLAQUES ET VÉHICULES INACTIFS
VEHICLES/VÉHICULES

VIN/NIV	MAKE/MARQUE	YEAR/ANNÉE
7879	JCTR	78
1GTCT19Z8M0509867	GMC	91
2FDKF3714GCA85351	FORD	86
2GTEK19K6R1555952	GMC	94
2GCGC24M4G1123782	CHEV	86
2H8P04222BR081903	FRUE	81
2FUPYDYB6GV260682	FRTL	86
2GCEK14H0B1156696	CHEV	81
F25HCCC9013	FORD	78

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ID Number

ID Number

Name

Third Party

Signature

Office Use Only / À l'usage du bureau

ID Number

ID Number

Name

Third Party

Signature

Province of Ontario **Province de l'Ontario**

PLATE **PLAQUE**

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VÉHICULE

A4679777

Province of Ontario **Province de l'Ontario**

PLATE **PLAQUE**

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VÉHICULE

F8547222

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ID Number

ID Number

Name

Third Party

Signature



PLATE

CON - FIT PLACQUE 5241LN

Issued pursuant to the Highway Traffic Act / Émis en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMP. VEHICULE

NAME: EBERSOLE, DARRELL W
 ADDRESS: 2194 EAST AVE
 CITY: STEVENSVILLE, ONTARIO
 POSTAL CODE: L0S1S0

11150510

NAME: EBERSOLE, DARRELL W
 ADDRESS: 2194 EAST AVE
 CITY: STEVENSVILLE, ONTARIO
 POSTAL CODE: L0S1S0

E0524443

Office Use Only / À l'usage du bureau

ID Number

ID Number

Name

Third Party

Signature



PLATE

CON - FIT PLACQUE AC58247

Issued pursuant to the Highway Traffic Act / Émis en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMP. VEHICULE

NAME: EBERSOLE, DARRELL W
 ADDRESS: 2194 EAST AVE
 CITY: STEVENSVILLE, ONTARIO
 POSTAL CODE: L0S1S0

18708325

NAME: EBERSOLE, DARRELL W
 ADDRESS: 2194 EAST AVE
 CITY: STEVENSVILLE, ONTARIO
 POSTAL CODE: L0S1S0

G5711540

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ID Number

ID Number

Name Party 1

Signature

Ontario

PLATE PLAQUE

CON - 111 750398

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VEHICULE

BRAND - NONE PLATED

1FDXW47SXYEC07078 095948923

FORD MODEL DRW 00 05370

2 15806489

FREERSOLE, DARRELL W

DARRELL FREERSOLE EXCAVATING

2194 EAST AVE

STEVENSVILLE, ONTARIO

LOS180

F4007650

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ID Number

ID Number

Name Party 1

Signature

Ontario

PLATE PLAQUE

CON - 111 A32211

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VEHICULE

BRAND - NONE PLATED

1FTSW31LXVE45850 095948923

FORD MODEL DRW 00 02853

2 17528792

FREERSOLE, DARRELL W

DARRELL FREERSOLE EXCAVATING

2194 EAST AVE

STEVENSVILLE, ONTARIO

LOS180

F9481198

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ISSUED

NAME
ADDRESS
CITY
PROVINCE
POSTAL CODE



PLATE

CON - F11

ISSUED

PERMIT - VEHICLE PORTION / CERTIFICAT DIMMI - VEHICULE

BRAND - NONE
PLATE
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EXPIRATION DATE
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ISSUED TO

F6244744

Office Use Only / À l'usage du bureau

ISSUED

NAME
ADDRESS
CITY
PROVINCE
POSTAL CODE



PLATE

CON - F11

8482WF

PERMIT - VEHICLE PORTION / CERTIFICAT DIMMI - VEHICULE

BRAND - NONE
PLATE
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EXPIRATION DATE
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ISSUED TO

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Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name

Signature

Third Party



CGW - FIT 2551YH

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE PLATED

VIN: 1XKDBBX47JSS3309

MODEL: CON

YEAR: 07

TYPE OF CHASSIS: CT

POWER: 0

COLOUR: BLU

VEHICLE: 08405

AXLES: 2

PERIOD: 18137775

NAME: EBERSOLE, DARRELL W

ADDRESS: 2194 EAST AVE

CITY: STEVENSVILLE, ONTARIO

POSTAL: L0S1S0

OFFICE/BUREAU: DATE: 12-07-01

PERMITS NO DU CERTIFICAT: G2924085

Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name

Signature

Third Party



CGW - FIT 1315EA

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE PLATED

VIN: 1XFPDXXX60878848

MODEL: 878

YEAR: 08

TYPE OF CHASSIS: CN

POWER: 0

COLOUR: BLU

VEHICLE: 09293

AXLES: 4

PERIOD: 15806486

NAME: EBERSOLE, DARRELL W

ADDRESS: 2194 EAST AVE

CITY: STEVENSVILLE, ONTARIO

POSTAL: L0S1S0

OFFICE/BUREAU: DATE: 12-07-01

PERMITS NO DU CERTIFICAT: F2603576

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ID Viewed

ID Number

Name

Party

Signature

For use in permit offices only - 05/02/02

Ontario

COU - FIT PLACQUE 40507C

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE PLATED

1GTHK291X1F207939 095948923

GMC SIE 01 02880

2 15960232

NAME: EBERSOLE, DARRELL, W

ADDRESS: 2194 EAST AVE

STEVENSVILLE, ONTARIO

LOSISO

139-7/0N 10-04-97 F7480110

Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name

Party

Signature

For use in permit offices only - 05/02/02

Ontario Province of Ontario Province de l'Ontario

COU - FIT PLACQUE 9121DA

Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE PLATED

1GTHK291X1F207939 095948923

GMC SIE 01 02880

2 15960232

NAME: EBERSOLE, DARRELL, W

ADDRESS: 2194 EAST AVE

STEVENSVILLE, ONTARIO

LOSISO

139-7/0N 10-04-97 F7480110

Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name

Signature



PLATE
PLAQUE

CON - F11 215130

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VÉHICULE

BRAND - NONE PLATED
16THOZAUSSG48PT3 095348923
GMC 03 02342
2 10010100

EBERSOLE, DARRELL W
DARRELL EBERSOLE EXCAVATING
2194 EAST AVE
STEVENSVILLE, ONTARIO L0S1S0

E9996832

Office Use Only / À l'usage du bureau

ID Viewed

ID Number

Name

Name

Party

Signature



Province of Ontario

Province de l'Ontario

PLATE
PLAQUE

CON - F11 88477Z

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VÉHICULE

BRAND - NONE PLATED
1GCGK24R3VE133923 095948923
CHEV 03 02342
1 5225592

EBERSOLE, DARRELL W
DARRELL EBERSOLE EXCAVATING
2194 EAST AVE
STEVENSVILLE, ONTARIO L0S1S0

D3627029

Office Use Only / À l'usage du bureau

ID Viewer

ID Number

Name

Title

Party

Signature



PLAYE
PLAQUE

Issued pursuant to the Motor Vehicle Act / Émis en vertu de la Loi sur l'automobile

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE PLATED
VIN 2HSCNAP030074:86 RIN 095948923
MAKE MARQUE INTL MODEL MODELE 90 YEAR ANNÉE 93 BODY TYPE TYPE DE CHASSIS CT
CY POINTS POINTS 0 COLOR COULEUR BLU WEIGHT POIDS 08200
AXLES AXES 3
NAME NAME EBERSOLE, DARRELL, W
FROM FROM
ADDRESS ADDRESS 2194 EAST AVE
ADDRESS ADDRESS STEVENSVILLE, ONTARIO
ADDRESS ADDRESS
ADDRESS ADDRESS

13552596

L8S1S0

E5726016

Office Use Only / À l'usage du bureau

ID Viewer

ID Number

Name

Title

Party

Signature



Province of Ontario
COR - FIT

Province de l'Ontario
PLATE
PLAQUE 9990KH

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

187KF26C9RS590169 RIN 095948923
MAKE MARQUE 000G MODEL MODELE 94 YEAR ANNÉE 94
CY POINTS POINTS 0 COLOR COULEUR BLU WEIGHT POIDS 01780
AXLES AXES 3
NAME NAME EBERSOLE, DARRELL, W
FROM FROM
ADDRESS ADDRESS 2194 EAST AVE
ADDRESS ADDRESS STEVENSVILLE, ONTARIO
ADDRESS ADDRESS
ADDRESS ADDRESS

L8S1S0

129-4704 03 04 17 B0038981

[illegible][illegible]

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ID Viewed

ID Number

Name

Third Party

Signature

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ID Number

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Third Party

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Province of Ontario

Province de l'Ontario

TRL - FIT PLATE A7613Z

Issued pursuant to the Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE									
VIN		2H8P0452XXR007401		PLATE		095948923			
MAKE		FRUE		MODEL		PBF		YEAR	
MODEL		TOWER		COLOR		BLU		YEAR	
CITY		2		CITY		07036		PF	
NAME		EBERSOLE, DARRELL, W		ADDRESS		2194 EAST AVE		CITY	
ADDRESS		STEVENSVILLE, ONTARIO		CITY		L0S1S0			
DATE		129-2/08		DATE		03 09 08		ID	
ID		B2212680							



PLATE

E3190A

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PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE									
VIN		2H8P0452XXR007401		PLATE		095948923			
MAKE		FRUE		MODEL		PBF		YEAR	
MODEL		TOWER		COLOR		BLU		YEAR	
CITY		2		CITY		07036		PF	
NAME		EBERSOLE, DARRELL, W		ADDRESS		2194 EAST AVE		CITY	
ADDRESS		STEVENSVILLE, ONTARIO		CITY		L0S1S0			
DATE		129-2/08		DATE		03 09 08		ID	
ID		E2949969							

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ID Viewed	
ID Number	
Name	
Third Party	
Signature	


Ontario Province of Ontario *Province of Ontario*

191 - 511 **PLATE PLAQUE** **F233TS**
 Issued here and to the holder: *Y. The Act / Délivré en vertu du Code de la route*

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM. - VEHICULE

BRAND - NONE **PLATED**
 5NNUCCV200N057353 **G35S44023**
 CONT **CCO** **99** **TY**
 REGISTRATION **SIL** **00818**
 2

EBERSOLE, DARRELL A
 DARRELL EBERSOLE EXCAVATING
 2134 EAST AVE
 STEVENSVILLE, ONTARIO **LOS180**

EXPIRATION DATE / DATE D'EXPIRATION: 08-05-04
D9518830

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ID Viewed:

ID Number

Name

This Party

Signature



YRL - FIT PLATE PLAQUE F6355D

Issued pursuant to the Highway Traffic Act / Décret en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VEHICULE

BRAND - NONE	PLATE
16THK74097E122013	E1039-15685-11523
MAKE	MODEL
GMC	SIE
YEAR	07
VEHICLE IDENTIFICATION	02423
EBERSOLE, DARRELL, W	
2194 EAST AV	
STEVENSVILLE, ONTARIO	

E4116062



Province of Ontario Province de l'Ontario

PLATE PLAQUE 7547VJ

Issued pursuant to the Highway Traffic Act / Décret en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT DIMM - VEHICULE

BRAND - NONE	PLATE
16THK74097E122013	E1039-15685-11523
MAKE	MODEL
GMC	SIE
YEAR	07
VEHICLE IDENTIFICATION	02423
EBERSOLE, DARRELL, W	
2194 EAST AV	
STEVENSVILLE, ONTARIO	

D5903278



COB - FIT PLATHE 3296XC
Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE		PLATED	
VIN	2N1PCHJ6Y6161119	REN	095346923
NAME	451E	MODEL	451E
MAKE	451E	YEAR	99
CL	POWER	COLOUR	BLU
AXLES	2	VEHICLE	10662
ASS-VAL		CLASS NO	
		PLATE	13552386
NAME: 2660016100001.W			
ADDRESS: 2194 EAST AV			
CITY: STEVENSVILLE, ONTARIO			
PROVINCE: ONTARIO			
POSTAL: L0S1S0			
ORDER NUMBER: 00 00 00			
E5726354			



Province of Ontario Province de l'Ontario
COB - FIT PLATHE 7546VJ
Issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE		PLATED	
VIN	1GTHK24U07E176579	REN	E1039-15695-71123
NAME	GMC	MODEL	SIE
MAKE	GMC	YEAR	07
CL	POWER	COLOUR	BLU
AXLES	2	VEHICLE	02429
ASS-VAL		CLASS NO	
		PLATE	10S1S0
NAME: EBERSOLE, DARRELL, W			
ADDRESS: 2194 EAST AV			
CITY: STEVENSVILLE, ONTARIO			
PROVINCE: ONTARIO			
POSTAL: L0S1S0			
ORDER NUMBER: 00 00 00			
D5903277			

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ID Number

ID Number

Name

Title

Signature



PLATE
PLAQUE

1P - F11

HTA741

PERMIT - VEHICULE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE
VIN 2R9A4P3G1N1011881
MAKE RAGL
MODEL HOP
YEAR 81
EXPIRATION DATE 10435
PAID 4
5812886

NAME EBERSOLE, DARRELL, W
ADDRESS 2194 EAST AVE
STEVENSVILLE, ONTARIO

L0S1S0

F5446007

129-7705-10 11-23

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ID Number

ID Number

Name

Title

Signature



PLATE
PLAQUE

1P - F11

F64030

PERMIT - VEHICULE PORTION / CERTIFICAT D'IMM - VEHICULE

BRAND - NONE
VIN 2T3FL4J6X1133063
MAKE ALUT
MODEL PLA
YEAR 00
EXPIRATION DATE 06435
PAID 5
5812886

NAME EBERSOLE, DARRELL, W
ADDRESS 2194 EAST AVE
STEVENSVILLE, ONTARIO

L0S1S0

E5725240

129-7705-09 03 03

Court File No. CV-14-10766-00CL.

TRISURA GUARANTEE INSURANCE COMPANY

-and-

EBERSOLE EXCAVATING INC., et al.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

**PROCEEDING COMMENCED AT
TORONTO**

**SECOND AFFIDAVIT OF STUART
DETSKY**

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Barristers and Solicitors
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John D. Marshall / Roger Jaipargas
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Insurance