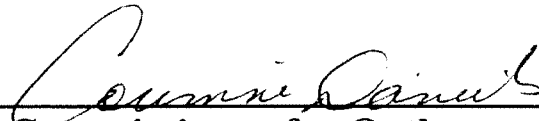


**This is Exhibit "D" referred to in the
Affidavit of David W. Johnson**

**Sworn before me this 26 day
of January, 2011**



**A Commissioner for Oaths
In and for the Province of Alberta**

CORINNE C.L. DANIELS
MY COMMISSION EXPIRES
JULY 25, 2013

Search ID#: Z02444713

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

29 10015 103 AVENUE
EDMONTON, AB T5J 0H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Business Debtor Search For:

RANCO HOLDINGS LTD.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z02444713

11	INCLUDING ENVIORNMENTAL TECHNOLOGY, BIOTECHNOLOGY,	Current
12	CONFIDENTIAL INFORMATION, TRADE-NAMES, GOODWILL, COPY-	Current
13	RIGHTS, PERSONALITY RIGHTS, PLANT BREEDER'S RIGHTS,	Current
14	INTEGRATED CIRCUIT TOPOGRAPHIES, SOFTWARE AND ALL FORMS OF	Current
15	INTELLECTUAL AND INDUSTRIAL PROPERTY AND ANY REGISTRATIONS	Current
16	AND APPLICATIONS FOR REGISTRATION OF ANY OF THE FOREGOING;	Current
17	ALL LISTS, RECORDS AND FILES RELATING TO DEBTORS, CLIENTS,	Current
18	CUSTOMERS AND PATIENTS	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 05070530950

Registration Type: SECURITY AGREEMENT

Registration Date: 2005-Jul-05

Registration Status: Current

Expiry Date: 2015-Jul-05 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

10062123505

Renewal

2010-Jun-21

Debtor(s)

Block

Status

1

RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8E8

Current

Secured Party / Parties

Block

Status

1

ROYAL BANK OF CANADA
180 WELLINGTON ST. W., 3/F
TORONTO, ON M5J 1J1

Current

Collateral: General

Block

Description

Status

1

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 05070531016

Registration Type: LAND CHARGE

Registration Date: 2005-Jul-05

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8E8

Current

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
180 WELLINGTON ST. W., 3/F
TORONTO, ON M5J 1J1

Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 06082932168

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Aug-29

Registration Status: Current

Expiry Date: 2011-Aug-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 RANCO HOLDINGS LTD.
47 E 3RD AVE
DUNMORE, AB T1A8M5

Current

Secured Party / Parties

Block

Status

1 XEROX CANADA LTD
33 BLOOR ST. E. 3RD FLOOR
TORONTO, ON M4W3H1

Current

Collateral: General

Block

Description

Status

1 EQUIPMENT, OTHER ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND
2 SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED
3 PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER
4 OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE
5 THEREOF.

Current

Current

Current

Current

Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 06091905346

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Sep-19

Registration Status: Current

Expiry Date: 2012-Sep-19 23:59:59

Exact Match on: Debtor

No: 3

Amendments to Registration

06092903753	Amendment	2006-Sep-29
07011906257	Amendment	2007-Jan-19
07121411293	Amendment	2007-Dec-14
08010228423	Amendment	2008-Jan-02
08062131606	Amendment	2008-Jun-21

Debtor(s)

Block

Status

1 ADVANTAGE OILFIELD GROUP LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Deleted by
07011906257

Block

Status

2 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current by
06092903753

Block

Status

3 RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8M5

Current by
08010228423

Secured Party / Parties

Block

Status

Search ID#: Z02444713

1 FINNING INTERNATIONAL INC.
6735 11 STREET
CALGARY, AB T2E 7H9

Deleted by
07121411293

Block

Status

2 CATERPILLAR FINANCIAL SERVICES LIMITED
6735 11 STREET N.E., SUITE 200
CALGARY, AB T2E 7H9

Deleted by
08062131606

Phone #: 403 275 7747 Fax #: 403 275 1157

Block

Status

3 CATERPILLAR FINANCIAL SERVICES LIMITED
Suite 705 700 Dorval Drive
Oakville, ON L6K 3V3

Current by
08062131606

Phone #: 403 275 7747 Fax #: 403 275 1157

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2EN01091	2000	CATERPILLAR D7R TRACK TYP	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY,	Current
2	CHattel PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENCES,	Current
3	INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE	Current
4	PROCEEDS AND ANY OTHER FORM OF PROCEEDS.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 06101109335

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Oct-11

Registration Status: Current

Expiry Date: 2012-Oct-11 23:59:59

Exact Match on: Debtor

No: 3

Amendments to Registration

07011906364	Amendment	2007-Jan-19
07121411427	Amendment	2007-Dec-14
08010225247	Amendment	2008-Jan-02
08062135687	Amendment	2008-Jun-21

Debtor(s)

Block

Status

1 ADVANTAGE OILFIELD GROUP LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Deleted by
07011906364

Block

Status

2 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

3 RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8M5

Current by
08010225247

Secured Party / Parties

Block

Status

1

Search ID#: Z02444713

FINNING INTERNATIONAL INC.
6735 11 STREET
CALGARY, AB T2E 7H9

Deleted by
07121411427

Block

2 CATERPILLAR FINANCIAL SERVICES LIMITED
6735 11 STREET N.E., SUITE 200
CALGARY, AB T2E 7H9

Phone #: 403 275 7747 Fax #: 403 275 1157

Status

Deleted by
08062135687

Block

3 CATERPILLAR FINANCIAL SERVICES LIMITED
Suite 705 700 Dorval Drive
Oakville, ON L6K 3V3

Phone #: 403 275 7747 Fax #: 403 275 1157

Status

Current by
08062135687

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT00D6RHHDC00213	2006	CATERPILLAR D6R XW DS III	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE ONLY CATERPILLAR D6R XW DS III TRACK TYPE TRACTOR.	Current
2	COMPLETE WITH CATERPILLAR 6PAT XW BULLDOZER SERIAL NUMBER	Current
3	R2W0185, CARCO 70APS WINCH SERIAL NUMBER 600168.	Current
4	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY,	Current
5	CHattel PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENCES,	Current
6	INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE	Current
7	PROCEEDS AND ANY OTHER FORM OF PROCEEDS.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 06101907472

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Oct-19

Registration Status: Current

Expiry Date: 2018-Oct-19 23:59:59

Exact Match on: Debtor

No: 3

Amendments to Registration

07011904864	Amendment	2007-Jan-19
07121411155	Amendment And Renewal	2007-Dec-14
08010229802	Amendment	2008-Jan-02
08062161442	Amendment	2008-Jun-21

Debtor(s)

Block

Status

1 ADVANTAGE OILFIELD GROUP LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Deleted by
07011904864

Block

Status

2 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

3 RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8M5

Current by
08010229802

Secured Party / Parties

Block

Status

1

Search ID#: Z02444713

FINNING INTERNATIONAL INC.
6735 11 STREET
CALGARY, AB T2E 7H9

Deleted by
07121411155

Block

2 CATERPILLAR FINANCIAL SERVICES LIMITED
6735 11 STREET N.E., SUITE 200
CALGARY, AB T2E 7H9

Phone #: 403 275 7747 Fax #: 403 275 1157

Status

Deleted by
08062161442

Block

3 CATERPILLAR FINANCIAL SERVICES LIMITED
Suite 705 700 Dorval Drive
Oakville, ON L6K 3V3

Phone #: 403 275 7747 Fax #: 403 275 1157

Status

Current by
08062161442

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0330DKMWP00860	2006	CATERPILLAR 330DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE ONLY CATERPILLAR 330DL HYDRAULIC EXCAVATOR.	Current
2	COMPLETE WITH CATERPILLAR 60 INCH PENETRATION RIPPER SERIAL	Current
3	NUMBER A2N00336.	Current
4	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY,	Current
5	CHATTEL PAPER, INTANGIBLES, GOODS, DOCUEMENTS OF TITLE, LICENCES,	Current
6	INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE	Current
7	PROCEEDS AND ANY OTHER FORM OF PROCEEDS.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 06110126494

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Nov-01

Registration Status: Current

Expiry Date: 2012-Nov-01 23:59:59

Exact Match on: Debtor

No: 3

Amendments to Registration

07011903338	Amendment	2007-Jan-19
07121412280	Amendment	2007-Dec-14
08010226230	Amendment	2008-Jan-02
08062149253	Amendment	2008-Jun-21

Debtor(s)

Block

Status

1 ADVANTAGE OILFIELD GROUP LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Deleted by
07011903338

Block

Status

2 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

3 RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8M5

Current by
08010226230

Secured Party / Parties

Block

Status

1

Search ID#: Z02444713

FINNING INTERNATIONAL INC.
6735 11 STREET
CALGARY, AB T2E 7H9

Deleted by
07121412280

Block

2 CATERPILLAR FINANCIAL SERVICES LIMITED
6735 11 STREET N.E., SUITE 200
CALGARY, AB T2E 7H9

Phone #: 403 275 7747 Fax #: 403 275 1157

Status

Deleted by
08062149253

Block

3 CATERPILLAR FINANCIAL SERVICES LIMITED
Suite 705 700 Dorval Drive
Oakville, ON L6K 3V3

Phone #: 403 275 7747 Fax #: 403 275 1157

Status

Current by
08062149253

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0330DTMWP00869	2006	CATERPILLAR 330DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY,	Current
2	CHattel PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENCES,	Current
3	INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE	Current
4	PROCEEDS AND ANY OTHER FORM OF PROCEEDS.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 10022628007

Registration Type: REPORT OF SEIZURE

Registration Date: 2010-Feb-26

Registration Status: Current

Registration Term: Infinity

Service Area 5

Property has been seized under Security Agreement Registration Number 06110126494.

Amount being seized for is \$45,826.11.

Property was seized on 2010-Feb-24

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2010-Feb-24	10022628007	\$45,826.11

Exact Match on: Debtor

No: 2

Solicitor / Agent

ALTERNATIVE COLLECTION SOLUTIONS
SUITE 341 - 3842 HARLEM ROAD
BUFFALO, NY 14215

Phone #: 888 486 9204

Fax #: 866 936 0791

Reference #: 005-0056990-000

Civil Enforcement Agent

ALTERNATIVE BAILIFF SERVICES LTD.
109, 1289 Highfield Crescent SE
CALGARY, AB T2G 5M2

Phone #: 403 543 0900

Fax #: 403 543 0909

Debtor(s)

Block

Status

Search ID#: Z02444713

1	BRUINS HOLDINGS (1983) LTD. BOX 22007 MEDICINE HAT, AB T1A 8M5	Current
---	--	---------

Block

Status

2	RANCO HOLDINGS LTD. 127 SOUTHWEST DRIVE S.W. MEDICINE HAT, AB T1A 8M5	Current
---	---	---------

Creditor(s)

Block

Status

1	CATERPILLAR FINANCIAL SERVICES LIMITED Suite 705 700 Dorval Drive Oakville, ON L6K 3V3 Phone #: 403 275 7747 Fax #: 403 275 1157	Current
---	--	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0330DTMWP00869	2006	CAT 330DL EXCAVATOR	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	TOGETHER WITH ATTACHMENTS AND ACCESSORIES	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND SURRENDERED TO FINNING IN CLAIRMONT, AB	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	ALTERNATIVE BAILIFF SERVICES HAS NO FURTHER INTEREST IN THIS MATTER. CONTACT CREDITOR FOR RELEASE OF SEIZURE. ALTERNATIVE FILE #10AP024	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 07011027799

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Jan-10

Registration Status: Current

Expiry Date: 2013-Jan-10 23:59:59

Exact Match on: Debtor

No: 2

Amendments to Registration

07121412342	Amendment	2007-Dec-14
08010222099	Amendment	2008-Jan-02
08062150733	Amendment	2008-Jun-21

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983) LTD.
P. O. BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD.
127 SOUTHWEST DRIVE S.W.
MEDICINE HAT, AB T1A 8M5

Current by
08010222099

Secured Party / Parties

Block

Status

1 FINNING INTERNATIONAL INC.
6735 11 STREET
CALGARY, AB T2E 7H9

Deleted by
07121412342

Block

Status

2 CATERPILLAR FINANCIAL SERVICES LIMITED
6735 11 STREET N.E., SUITE 200
CALGARY, AB T2E 7H9

Deleted by
08062150733

Search ID#: Z02444713

Phone #: 403 275 7747

Fax #: 403 275 1157

Block

3 CATERPILLAR FINANCIAL SERVICES LIMITED
Suite 705 700 Dorval Drive
Oakville, ON L6K 3V3

Phone #: 403 275 7747

Fax #: 403 275 1157

Status

Current by
08062150733

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0330DCMWP00871	2006	CATERPILLAR 330DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	COMPLETE WITH CATERPILLAR 60 INCH PENETRATION RIPPER.	Current
2	FROM THE COLLATERAL, ALL PROCEEDS INCLUDING ACCOUNTS, MONEY,	Current
3	CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENCES,	Current
4	INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE INS, INSURANCE	Current
5	PROCEEDS AND ANY OTHER FORM OF PROCEEDS.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 08121816409

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-Dec-18

Registration Status: Current

Expiry Date: 2013-Dec-18 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 RANCO HOLDINGS LTD.
47 3RD AVE E
DUNMORE AB, AB T0J1A0

Current

Secured Party / Parties

Block

Status

1 XEROX CANADA LTD
33 BLOOR ST. E. 3RD FLOOR
TORONTO, ON M4W3H1

Current

Collateral: General

Block **Description**

Status

1 EQUIPMENT, OTHER ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND
SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED
PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER
OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE
THEREOF.

Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09030211426

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-02

Registration Status: Current

Expiry Date: 2015-Mar-02 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
5575 North Service Road-Suite 600
Burlington, ON L7L 6M1

Current

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 2S201106 2005 CATERPILLAR 561N MV - Motor Vehicle

Current

Collateral: General

Block

Description

Status

1 2005 CATERPILLAR 561N PIPELAYER

Current

Search ID#: Z02444713

- 2 ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 10022627652

Registration Type: REPORT OF SEIZURE

Registration Date: 2010-Feb-26

Registration Status: Current

Registration Term: Infinity

Service Area 5

Property has been seized under Security Agreement Registration Number 09030211426.

Amount being seized for is \$303,817.32.

Property was seized on 2010-Feb-24

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2010-Feb-24	10022627652	\$303,817.32

Exact Match on: Debtor

No: 2

Solicitor / Agent

ALTERNATIVE COLLECTION SOLUTIONS
SUITE 341 - 3842 HARLEM ROAD
BUFFALO, NY 14215

Phone #: 888 486 9204

Fax #: 866 936 0791

Reference #: 005-0063113-000

Civil Enforcement Agent

ALTERNATIVE BAILIFF SERVICES LTD.
109, 1289 Highfield Crescent SE
CALGARY, AB T2G 5M2

Phone #: 403 543 0900

Fax #: 403 543 0909

Debtor(s)

Block

Status

Search ID#: Z02444713

1	BRUINS HOLDINGS (1983) LTD. BOX 22007 MEDICINE HAT, AB T1A 8M5	Current
---	--	---------

Block

Status

2	RANCO HOLDINGS LTD. BOX 22007 MEDICINE HAT, AB T1A 8M5	Current
---	--	---------

Creditor(s)

Block

Status

1	CATERPILLAR FINANCIAL SERVICES LIMITED 5575 North Service Road-Suite 600 Burlington, ON L7L 6M1 Phone #: 905 849 3003 Fax #: 905 849 1023	Current
---	---	---------

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	2S201106	2005	CATERPILLAR 56IN	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	TOGETHER WITH ATTACHMENTS AND ACCESSORIES	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND SURRENDERED TO FINNING IN CLAIRMONT, AB	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	ALTERNATIVE BAILIFF SERVICES HAS NO FURTHER INTEREST IN THIS MATTER. CONTACT CREDITOR FOR RELEASE OF SEIZURE. ALTERNATIVE FILE #10AP022	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09030211782

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-02

Registration Status: Current

Expiry Date: 2015-Mar-02 23:59:59

Exact Match on: Debtor

No: 2

Amendments to Registration

09030211988

Amendment

2009-Mar-02

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current by
09030211988

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
5575 North Service Road-Suite 600
Burlington, ON L7L 6M1

Current

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 CAT0246CPJAY02657 2009 CATERPILLAR 246C

MV - Motor Vehicle

Current

Search ID#: Z02444713

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2009 CATERPILLAR 246C SKID STEER LOADER SERIAL NUMBER CAT0246CPJAY02657 TOGETHER WITH CATERPILLAR 72 INCH GENERAL PURPOSE BUCKET WITH BOLT ON EDGE	Current
2	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09030212045

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-02

Registration Status: Current

Expiry Date: 2015-Mar-02 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983) LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD.
BOX 22007
MEDICINE HAT, AB T1A8M5

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
5575 North Service Road-Suite 600
Burlington, ON L7L 6M1

Current

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0561NCCPH00150	2006	CATERPILLAR 561N	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
---------------------	---------------------------	----------------------

Search ID#: Z02444713

- | | | |
|---|---|---------|
| 1 | 2006 CATERPILLAR 561N PIPELAYER SERIAL NUMBER CAT0561NCCPH00150
TOGETHER WITH REAR GUARD, 30 INCH TRACK MS 44 SECTION AND
REVERSIBLE HYDRAULIC FAN | Current |
| 2 | ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED
COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN
INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES
FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH
COLLATERAL.
PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,
INSTRUMENTS, MONEY AND INTANGIBLES. | Current |

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 10022627746

Registration Type: REPORT OF SEIZURE

Registration Date: 2010-Feb-26

Registration Status: Current

Registration Term: Infinity

Service Area 5

Property has been seized under Security Agreement Registration Number 09030212045.

Amount being seized for is \$356,575.32.

Property was seized on 2010-Feb-24

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2010-Feb-24	10022627746	\$356,575.32

Exact Match on: Debtor

No: 2

Solicitor / Agent

ALTERNATIVE COLLECTION SOLUTIONS
SUITE 341 - 3842 HARLEM ROAD
BUFFALO, NY 14215

Phone #: 888 486 9204

Fax #: 866 936 0791

Reference #: 005-0063112-000

Civil Enforcement Agent

ALTERNATIVE BAILIFF SERVICES LTD.
109, 1289 Highfield Crescent SE
CALGARY, AB T2G 5M2

Phone #: 403 543 0900

Fax #: 403 543 0909

Debtor(s)

Block

Status

Search ID#: Z02444713

1	BRUINS HOLDINGS (1983) LTD. BOX 22007 MEDICINE HAT, AB T1A 8M5	Current
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Block

Status

2	RANCO HOLDINGS LTD. BOX 22007 MEDICINE HAT, AB T1A8M5	Current
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Creditor(s)

Block

Status

1	CATERPILLAR FINANCIAL SERVICES LIMITED 5575 North Service Road-Suite 600 Burlington, ON L7L 6M1 Phone #: 905 849 3003 Fax #: 905 849 1023	Current
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Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0561NCCPH00150	2006	CATERPILLAR PIPELAYER561N	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	TOGETHER WITH ATTACHMENTS AND ACCESSORIES	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND SURRENDERED TO FINNING IN CLAIMONT, AB	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	ALTERNATIVE BAILIFF SERVICES HAS NO FURTHER INTEREST IN THIS MATTER. CONTACT CREDITOR FOR RELEASE OF SEIZURE. ALTERNATIVE FILE #10AP023	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09030212694

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-02

Registration Status: Current

Expiry Date: 2015-Mar-02 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983 LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD.
BOX 22007
MEDICINE HAT, AB T1A 8M5

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
5575 North Service Road-Suite 600
Burlington, ON L7L 6M1

Current

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0324DPJG00904	2008	CATERPILLAR 324DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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Search ID#: Z02444713

- | | | |
|---|--|---------|
| 1 | 2008 CATERPILLAR 324DL HYDRAULIC EXCAVATOR SERIAL NUMBER CAT0324DPJJG00904 TOGETHER WITH CATERPILLAR MANUAL QUICK COUPLER S/N 0A2D02505, CATERPILLAR THUMB/TILT/HOEPAC/HAMMERHYDRAULICS FOR USE WITH 36 INCH BUCKET S/N 0A2R01246, CATERPILLAR 36 INCH DIGGING BUCKET WITH 4 TEETH S/N 0W2B02409, CATERPILLAR 66 INCH CLEAN UP BUCKET WITH BOLT ON EDGE S/N 0W2B03221 AND RIG SAVER | Current |
| 2 | ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Current |

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09032009238

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-20

Registration Status: Current

Expiry Date: 2015-Mar-20 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983) LTD.
BOX 22007 127 SOUTHWEST DRIVE SW
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD.
BOX 22007 127 SOUTHWEST DRIVE SW
MEDICINE HAT, AB T1A 8M5

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
5575 North Service Road-Suite 600
Burlington, ON L7L 6M1

Current

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0320DKPHX01848	2009	CATERPILLAR 320DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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Search ID#: Z02444713

- | | | |
|---|--|---------|
| 1 | ONE (1) CATERPILLAR 320DL HYDRAULIC EXCAVATOR SERIAL NUMBNER CAT0320DKPHX01848 TOGETHER WITH RIG SAVER, CATERPILLAR 54 INCH PENETRATION RIPPER | Current |
| 2 | ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Current |

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09032327083

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-23

Registration Status: Current

Expiry Date: 2015-Mar-23 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 BRUINS HOLDINGS (1983) LTD.
BOX 22007 127 SOUTHWEST DRIVE SW
MEDICINE HAT, AB T1A 8M5

Current

Block

Status

2 RANCO HOLDINGS LTD
BOX 22007 127 SOUTHWEST DRIVE SW
MEDICINE HAT, AB T1A 8M5

Current

Secured Party / Parties

Block

Status

1 CATERPILLAR FINANCIAL SERVICES LIMITED
5575 North Service Road-Suite 600
Burlington, ON L7L 6M1

Current

Phone #: 905 849 3003

Fax #: 905 849 1023

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0324DVJJG00925	2008	CATERPILLAR 324DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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Search ID#: Z02444713

1	ONE (1) CATERPILLAR 324DL HYDRAULIC EXCAVATOR SERIAL NUMBER CAT0324DVJJG00925 TOGETHER WITH CATERPILLAR 56 INCH PENETRATION RIPPER, RIG SAVER	Current
2	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.	Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09032422895

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-24

Registration Status: Current

Expiry Date: 2015-Mar-24 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

<u>Block</u>		<u>Status</u>
1	BRUINS HOLDINGS (1983) LTD. BOX 22007 MEDICINE HAT, AB T1A 8M5	Current

<u>Block</u>		<u>Status</u>
2	RANCO HOLDINGS LTD. BOX 22007 MEDICINE HAT, AB T1A 8M5	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	CATERPILLAR FINANCIAL SERVICES LIMITED 5575 North Service Road-Suite 600 Burlington, ON L7L 6M1 Phone #: 905 849 3003 Fax #: 905 849 1023	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	CAT0320DEPHX01844	2008	CATERPILLAR 320DL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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Search ID#: Z02444713

- | | | |
|---|--|---------|
| 1 | 2008 CATERPILLAR 320DL HYDRAULIC EXCAVATOR SERIAL NUMBER CAT0320DEPHX01844 TOGETHER WITH RIG SAVER, CATERPILLAR 54 INCH PENETRATION RIPPER | Current |
| 2 | ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS: GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. | Current |

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 09042213885

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Apr-22

Registration Status: Current

Expiry Date: 2014-Apr-22 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 RANCO HOLDINGS LTD.
59 EAST 3RD AVE
DUNMORE, AB T0J 1A0

Current

Secured Party / Parties

Block

Status

1 MRN INVESTMENTS
407-10145-119 ST nw
EDMONTON, AB T5K 1Z2

Current

Collateral: General

Block

Description

Status

1 1- DIGITAL VIDEO RECORDER MODEL/ QSC26416 SER # A10559841; 1- POWER
PANEL; 5- INDOOR DOME CAMERAS; 11- INDOOR / OUTDOOR CAMERAS; 1-
TELEVISION/ HOME THEATER SYSTEM SER #
AM400002976-AM400004337-AM400004336

Current

Search ID#: Z02444713

Business Debtor Search For:

RANCO HOLDINGS LTD.

Search ID #: Z02444713

Date of Search: 2010-Nov-23

Time of Search: 11:04:41

Registration Number: 10031026518

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2010-Mar-10

Registration Status: Current

Expiry Date: 2012-Mar-10 23:59:59

Issued in Edmonton Judicial District

Court File Number is 100302172

Judgment Date is 2010-Mar-10

This Writ was issued on 2010-Mar-10

Type of Judgment is Other

Original Judgment Amount: \$910,789.37

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$910,789.37

Exact Match on: Debtor

No: 1

Solicitor / Agent

FRASER MILNER CASGRAIN LLP
2900 10180 101 ST
EDMONTON, AB T5J3V5

Phone #: 780 423 7100

Fax #: 780 423 7276

Debtor(s)

Block

Status

1 RANCO HOLDINGS LTD.
300 10335 172 ST
EDMONTON, AB T5S 1K9

Current

Creditor(s)

Block

Status

1

Current

ROYAL BANK OF CANADA
302 10117 JASPER AVE
EDMONTON, AB T5J 1W5

Search ID#: Z02444713

Note:

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

Debtor Name / Address

RUNCO HOLDING LTD.
11803 154 ST NW
EDMONTON, AB T5V 1G6

Reg. #

04011514942

SECURITY AGREEMENT

Debtor Name / Address

RYN-KO ENTERPRISES INC
6 Summer Court
Sherwood Park, AB T8H 2P7

Reg. #

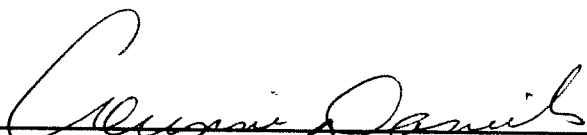
09100808847

SECURITY AGREEMENT

Result Complete

**This is Exhibit "E" referred to in the
Affidavit of David W. Johnson**

**Sworn before me this 26 day
of January, 2011**



**A Commissioner for Oaths
In and for the Province of Alberta**

CORINNE C.L. DANIELS
MY COMMISSION EXPIRES
JULY 29, 2013

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

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**ADVANTAGE OILFIELD GROUP LTD.,
NORTH PAW ENERGY SERVICES LTD.,
RANCO HOLDINGS LTD., 1208362 ALBERTA LTD.
and CHRISTOPHER BRUINS**

Defendants

BEFORE JUSTICE *B.R. Burrows*

IN CHAMBERS, LAW COURTS,
EDMONTON, ALBERTA

ON FRIDAY THE 12TH DAY OF
FEBRUARY, 2010.

RECEIVERSHIP ORDER

UPON the application of Royal Bank of Canada ("RBC"); AND UPON having read the Notice of Motion and the Affidavit of an officer of RBC, filed; AND UPON having read the consent of Ernst & Young Inc. to act as receiver (the "Receiver") of the property of Advantage Oilfield Group Ltd. ("Advantage"), North Paw Energy Services Ltd. ("North") and Ranco Holdings Ltd. ("Ranco") (individually and collectively the "Corporation"), filed; AND UPON hearing counsel for RBC; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

I hereby certify this to be a
true copy of the original.
for Clerk of the Court

APPOINTMENT

2. Pursuant to Section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3 as amended, Ernst & Young Inc. is hereby appointed receiver without security, of all of the Corporation's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Corporation, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Corporation;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Corporation or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Corporation and to exercise all remedies of the Corporation in collecting such monies, including, without limitation, to enforce any security held by the Corporation;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Corporation;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Corporation, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Corporation;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Corporation, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Corporation;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Corporation, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Corporation;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Corporation may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Corporation, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Corporation, (ii) all of the current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's requests.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Corporation, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or

provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE CORPORATION OR THE PROPERTY

8. No Proceeding against or in respect of the Corporation or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Corporation or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such proceeding is not commenced before the expiration of the stay provided by this paragraph ~~8~~ and the Plaintiff is given leave to

B2D

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commence and proceed with a bankruptcy application in relation to the Corporation. Provided further that the Plaintiff is given leave to continue with this action and nothing in this Order shall prevent any person from initiating or continuing any Proceeding against 1208362 Alberta Ltd. or Christopher Bruins.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Corporation, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Corporation to carry on any business which the Corporation is not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporation from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Corporation, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 2(1) of the *Companies' Creditors Arrangement Act*) with the Corporation from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Corporation or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Corporation are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the

Corporation's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Corporation or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Notwithstanding anything in any Federal or Provincial Law, if the Receiver carries on the business of the Corporation, or continues the employment of the Corporation's employees, the Receiver is not by reason of that fact personally liable in respect of a liability, including one as successor employer, :
 - (a) that is in respect of the employees or former employees of the Corporation or a predecessor of the Corporation or in respect of a pension plan for the benefit of those employees; and
 - (b) that exists before the Receiver is appointed or that is calculated by reference to a period before such appointment.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their

advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Corporation, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or willful misconduct.
- (b) Nothing in sub-section (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-section.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-section (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within ten days after the order is made if no time is so specified, within ten days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in paragraph (i), the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in paragraph (i), within ten days after the order is made or within ten days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the *BIA* or any other applicable legislation.

RECEIVER'S ACCOUNTS

- 16. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
- 17. The Receiver and its legal counsel shall pass their accounts from time to time.
- 18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.
- 19. The Receiver is directed to make reasonable efforts to record and account for its costs and expenditures in respect of each of Advantage, North and Ranco on a company by company basis to the extent practical and reasonably possible.

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *parri passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Corporation.
27. The Registrar of Titles is directed to register a copy of this Order in the Land Titles Office against title to any land registered in the name of the Corporation notwithstanding the requirements of subsection 191(1) of the *Land Titles Act* R.S.A. 2000 c.L-4.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiffs security, then on a substantial indemnity basis to be paid by the Receiver from the Corporation's estate with such priority and at such time as this Court may determine.
31. Nothing in this Order shall preclude the Plaintiff from enforcing security or otherwise realizing upon property of any guarantor of the Corporation.
32. The Plaintiff is given leave *nunc pro tunc* to have initiated and prosecuted the application for this Order and is given leave to continue with any and all proceedings in relation to this Action.

33. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such ^{shorter or other} other notice, ~~if any~~, as this Court may order. *B R B*
34. Service of the Statement of Claim in these proceedings is deemed good and sufficient upon each of the Defendants effective February 9, 2010.
35. Service of the within Order upon the Defendants may be effected upon the Defendants by faxing or e-mailing a true copy of this Order to the Defendants, care of their solicitors Stillman LLP, 300, 10335 – 172 Street, Edmonton, Alberta, T5S 1K9 Attention: Christopher Hoose, Fax 780-484-4184 E-mail choose@stillmanllp.com.

' B. R. Burrows '
 J.C.Q.B.A.

ENTERED this 12 day of Feb, 20 10.

[Signature]
 CLERK OF THE COURT 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____
AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the receiver and/or receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property _____ of appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the _____ day of _____, 20____ (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

_____, solely in
its capacity as Receiver of the Property (as
defined in the Order), and not in its personal
capacity

Per: _____
Name: _____
Title: _____

Action No. 1003 02172

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

BETWEEN:

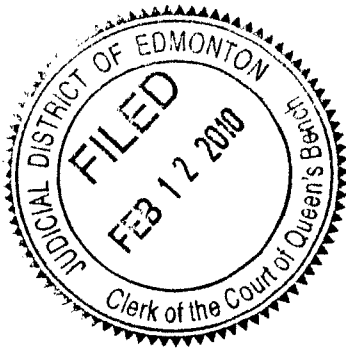
ROYAL BANK OF CANADA

Plaintiff

- and -

**ADVANTAGE OILFIELD GROUP LTD.,
NORTH PAW ENERGY SERVICES LTD.,
RANCO HOLDINGS LTD., 1208362 ALBERTA LTD.
and CHRISTOPHER BRUINS**

Defendants



RECEIVERSHIP ORDER

FRASER MILNER CASGRAIN LLP
2900, 10180 – 101 Street
Manulife Place
Edmonton, Alberta
T5J 3V5

Solicitor: Ray C. Rutman
Telephone: (780) 423-7246
Facsimile: (780) 423-7276

File: 125665-8158/RCR