

COURT FILE NUMBER

1003-02172

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

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

DOCUMENT

**THIRD REPORT OF ERNST & YOUNG INC., IN ITS
CAPACITY AS COURT-APPOINTED RECEIVER OF
THE PROPERTY**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECEIVER

ERNST & YOUNG INC.
1000, 440 - 2nd Avenue S.W.
Calgary, AB T2P 5E9
Neil Narfason/Orest Konowalchuk
Telephone: (403) 206-5067 / (403) 206-5698
Email: Neil.Narfason@ca.ey.com
Orest.Konowalchuk@ca.ey.com

COUNSEL

BENNETT JONES LLP
Barristers & Solicitors
Ken T. Lenz / Kelsey Drozdowski
4500 Bankers Hall East, 855-2nd Street SW
Calgary AB T2P 4K7
Phone: (403) 298-3100 / (403) 298-3323
Fax: 403-265-7219
Email: lenzk@bennettjones.com
drozdowskik@bennettjones.com
File: 57529-8

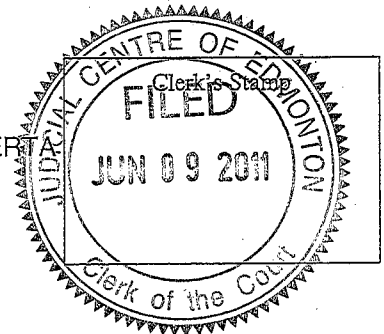


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APPENDIX C	Silcan Invoices
APPENDIX D	RBC Statement of Claim
APPENDIX E	Silcan Additional Documents

INTRODUCTION

1. Ernst & Young Inc. (the “Receiver”) was appointed Receiver over Advantage Oilfield Group Ltd. (“Advantage”), Ranco Holdings Ltd. (“Ranco”), and North Paw Energy Services Ltd. (“North Paw”) (collectively, the “Corporate Companies”) pursuant to an Order of this Honourable Court (the “Order”) dated February 12, 2010.
2. The Order authorized the Receiver, among other things, to manage, operate and carry on the business of the Corporate Companies, to take possession and control of the property of the Corporate Companies (the “Property”) and any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business.
3. The purpose of this third report (the “Third Report”) of the Receiver is to provide clarification to this Honourable Court with respect to certain matters that were the subject of questions presented to the Receiver in a letter from the Royal Bank of Canada (“RBC”) legal counsel, dated June 3, 2011 (the “RBC Letter”).

BACKGROUND

4. Further background to the Corporate Companies are contained in the materials filed relating to the Receivership Order including the February 9, 2010 affidavit of Mr. David W. Johnson (the “February 9th Johnson Affidavit”) and statement of claim filed on February 9, 2010. These documents, including the Receivership Order, have been posted by the Receiver on its website at: www.ey.com/ca/advantage.
5. Capitalized terms not defined in this Third Report are as defined in the Order. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

6. In preparing this Third Report, the Receiver has relied upon unaudited financial information, the books and records of the Property and discussions with management of the Property. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of such information contained in this Third Report.

RBC LETTER

7. On June 3, 2011, the Receiver received the RBC Letter requesting clarification on several matters with respect to its current security dispute between RBC and Silcan Contracting (MH) Ltd. ("Silcan"), as discussed in greater detail in the first report of the Receiver (the "First Report"). A copy of the RBC Letter is attached at Appendix "A".
8. The questions in the RBC Letter arose in the context of the affidavit of Mr. Silcher, sworn on May 16, 2011 (the "May 16th Silcher Affidavit"), which is attached as Appendix "B".

The Receiver's response to the matters in the RBC Letter

9. Question 1: On June 16, 2010, the Receiver received an email from Silcan's legal counsel that attached certain invoices and statement of accounts of Silcan in relation to its secured claim against Ranco (the "Silcan Claim"). Attached as Appendix "C" to this Third Report is the email and the Silcan invoice attachments. On June 8, 2011, the Receiver obtained additional documentation pertaining to the Silcan Claim from counsel for Silcan (the "Silcan Additional Documents"). A copy of the Silcan Additional Documents are attached as Appendix "D".
10. Question 2(a): The Receiver confirms that it made no representations to Silcan in regard to the RBC debt other than:

- a) as described in the First Report;
- b) by way of written communication as attached to the May 16th Silcher Affidavit; and
- c) limited verbal communication that did not represent any matter in addition to or contrary to the information listed in paragraph 10(a) and 10(b) above.

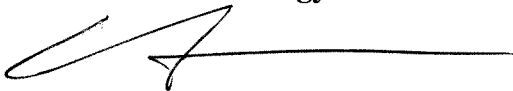
11. Question 2(b): the Receiver noted in its First Report that RBC had an additional claim pursuant to a guarantee from Ranco and that the Receiver was in the process of confirming the priorities and entitlements arising as a result of the guarantee;

12. Question 3:

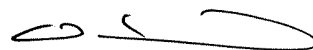
- a) On December 9, 2010, the Receiver received a notice from RBC's legal counsel requesting advice if the Receiver would consider it acceptable for RBC to proceed with a claim against Ranco pursuant to its guarantees; and
- b) On December 17, 2010, the Receiver confirmed with RBC that the Receiver did not object to RBC's request. A copy of the RBC statement of claim is attached as Appendix "E".

All of which is respectfully submitted this 9th day of June, 2011.

**ERNST & YOUNG INC.,
in its capacity as Receiver of
Advantage Oilfield Group, Ranco Holdings Ltd.,
and North Paw Energy Services Ltd.**



Neil Narfason, CA•CIRP, CBV
Senior Vice-President



Orest Konowalchuk, CA•CIRP
Senior Manager

APPENDIX A

RBC Letter



APPENDIX A

Fraser Milner Casgrain LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB, Canada T5J 3V5

MAIN 780 423 7100
FAX 780 423 7276

June 3, 2011

EMAIL

Ernst & Young Inc.
1000, 440 – 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Orest Konowalchuk

Ray Rutman
DIRECT 780 423 7246
Ray.Rutman@fmc-law.com
File No.: 125665.8158/RCR

Dear Sir,

RE: Ranco Holdings Ltd. ("Ranco") – Silcan Contracting (MH) Ltd. ("Silcan")

On May 16, 2011 our office received an Affidavit of Willi Silcher filed on behalf of Silcan in response to the Application of Royal Bank of Canada ("RBC") initially scheduled for May 24, 2011 which was adjourned. We attach a copy of the Affidavit for ease of reference. The Affidavit of Willi Silcher raises a few concerns, as some of the information in the Affidavit is incomplete or inaccurate and in RBC's view would require clarification before the Court.

The issues which RBC believes require clarification for the Court are as follows:

1. At paragraph 7 of the Affidavit, Mr. Silcher makes reference to certain invoices received by the Receiver; however those invoices are not attached to the Affidavit. The invoices and ledgers submitted by Silcan to the Receiver should be presented to the Court. We would be grateful if the Receiver could attach the documents attached to this email as an appendix to its report to evidence the documents received from Silcan.
2. At paragraph 13 of the Affidavit Mr. Silcher indicates that the Receiver represented to Silcan that the only secured indebtedness to RBC was in the approximate amount of \$900,000. We would be grateful if the Receiver could clarify in the Report that:
 - a. it made no representations to Silcan in regard to the RBC debt other than as described in prior reports filed with the Court and by way of written communications attached to the Affidavit of Mr. Silcher; and
 - b. the First Report of the Receiver makes clear that RBC had an additional claim pursuant to a guarantee from Ranco and that the Receiver was in the process of confirming the priorities and entitlements arising as a result of that guarantee.
3. In paragraph 21 of the Affidavit, Mr. Silcher asserts an absence of written consent from the Receiver authorizing RBC to commence proceedings against Ranco. We would be grateful if the report confirm that the Receiver provided written authorization to RBC to

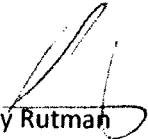
commence its proceedings against Ranco prior to RBC commencing the proceedings in relation to Action No. 1003 21527.

RBC's appreciates the efforts of the Receiver in attempting to clarify the facts surrounding the Affidavit of Mr. Silcher.

If you wish to discuss this matter please do not hesitate to contact me.

Yours truly,

Fraser Milner Casgrain LLP



Ray Rutman

RCR/tlg

c: Royal Bank of Canada
Attention: David Johnson

APPENDIX B

Silcher Affidavit

Bolton Bishop

Lawyers

Reginald D. Bolton
Patrick M. Bishop
Jonathan P. Tieman

10, 3092 Dunmore Road SE
Medicine Hat, AB T1B 2X2
Phone: (403) 528-3323
Fax: (403) 527-7630

Your File: 125665.8158/RCR
Our File: 29026 RDB/nd

email: rbolton@boltonbishop.ab.ca

May 16, 2011

"via email" Ray.Rutman@fmc-law.com"

Fraser Milner Casgrain LLP
Barristers and Solicitors
2900 Manulife Place
10180 – 101 Street
Edmonton, Alberta
T5J 3V5

Attention: Ray Rutman

Dear Sir:

Re: Royal Bank of Canada – Ranco Holdings Ltd. – Silcan Contracting (MH) Ltd.

This letter will acknowledge receipt of your recent email consenting to allowing the writer to attend Chambers Application by way of telephone conference. I understand arrangements are being made with the Clerk's Office in Edmonton to have this matter dealt with at 9:30 AM on Tuesday, May 24, 2011.

I am at this time enclosing for service upon you a true copy of the Affidavit of Mr. Silcher upon which I intend to rely for my submissions on the Application.

Please acknowledge service by return.

Yours truly,
Bolton Bishop



Reginald D. Bolton
RDB/nd
Enclosures

May. 16. 2011 11:49AM

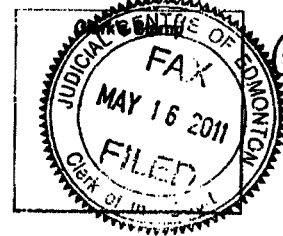
Bolton Bishop

No. 2471 P. 2

APPENDIX B

COURT FILE NUMBER 1003-02172
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF(S) ROYAL BANK OF CANADA
DEFENDANT(S) ADVANTAGE OILFIELD GROUP LTD.,
NORTH PAW ENERGY SERVICES LTD.,
RANCO HOLDINGS LTD.,
1206362 ALBERTA LTD. and
CHRISTOPHER BRUNS
DOCUMENT AFFIDAVIT

Form 49
[Rule 13.16]



ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BOLTON BISHOP
Lawyers
#10, 3062 Dunmore Road SE, Medicine Hat, Alberta, T1B 2X2
Telephone: (403) 626-3323 Facsimile: (403) 627-7630
Reginald D. Bolton
File No.: 29026 RDB/nd

AFFIDAVIT OF WILLI SILCHER

Sworn (or Affirmed) on the 16 day of May, 2011

I, WILLI SILCHER, of the City of Medicine Hat, in the Province of Alberta,
SWEAR/AFFIRM AND SAY THAT:

1. That I am an Officer and Director of Silcan Contracting (MH) Ltd., and as such I have a personal knowledge of the matters hereinafter deposed to say where stated to be based upon information and belief;
2. That Silcan Contracting (MH) Ltd. was the general contractor in relation to improvements constructed upon lands legally described as:
Plan 0512216
Block 1
Lot 10
Excepting Thereout all Mines and Minerals
Area: 0.761 Hectares (1.88 Acres) More or Less
3. That as security for the completion of the work on the lands completed by Silcan, the registered owner Ranco Holdings Ltd., granted a Promissory Note charging the lands in question for the sum of \$200,000.00, such Promissory Note is attached hereto and marked as Exhibit "A" to this my Affidavit.

4. The charging provision was secured against the title by way of filing of a Caveat on February 10, 2010, as instrument number 101 042 704, a true copy of the title following registration is attached hereto and marked as Exhibit "B" to this my Affidavit.
 5. That on or about March 2, 2010, Silcan received a Notice and Statement of Receiver from Ernst & Young, a true copy of which is attached hereto and marked as Exhibit "C" to this my Affidavit.
 6. The Statement showed the Royal Bank of Canada as a secured creditor in the amount of \$906,350.73, Xerox Canada has \$1,822.10 and Caterpillar and MRN Investments in unknown amounts. The Statement indicated that the debt of Silcan was unsecured. The Statement as well showed Land and Buildings with a net book value of \$2,300,000.00. On or about March 3, 2010, I instructed my counsel, Bolton Bishop, Lawyers, to advise the Receiver that Silcan was a secured creditor in the amount of \$200,000.00. Attached hereto and marked as Exhibit "D" to this my Affidavit is a true copy of correspondence forwarded to Ernst & Young Inc. dated March 3, 2010.
 7. On or about June 16, 2010, copies of all Invoicing in relation to work completed by Silcan on behalf of Ranco Holdings Ltd. relating to the building located upon the lands was provided to the Receiver.
 8. That attached hereto and marked as Exhibit "E" to this my Affidavit, is a true copy of the email response of Orest Konowalchuk representing the Receiver.
 9. On or about June 21, 2010, Silcan received First Report of the Receiver in relation to this matter. At or about the same time Silcan received Notice that an Application Confirming Sale and Vesting Order in relation to the lands and buildings over which is claimed a security interest.
 10. The proposed sale price of the subject lands and buildings was in the amount of \$1,150,000.00 plus applicable GST. The material filed in support of the application by the Receiver did not disclose any amount of security claimed by the Royal Bank other than the amount set out in the Statement of Claim originally filed at \$906,350.73.
 11. Attached hereto and marked as Exhibit "F" to this my Affidavit, is a copy of the Notice of Motion indicating that the Defendant is indebted to the Royal Bank in excess of \$700,000.00.
 12. The proposal by the Receiver was to retain the amount of \$224,000.00 from the sale proceeds until the matter of priorities of secured creditors could be determined.
-

13. The Receiver represented to Silcan that the only secured indebtedness to the Royal Bank was in the approximate amount of \$900,000.00. Based upon this representation Silcan agreed to proceed with the Vesting Order and the Sale for \$1,150,000.00 as such sales amount would adequately secure Silcan for its \$200,000.00 claim.
 14. That Attached hereto and marked as Exhibit "G" to this my Affidavit is a true copy of the Default Judgment rendered by the Royal Bank as against Ranco Holdings Ltd. in the amount of \$910,789.37.
 15. That Attached hereto and marked as Exhibit "H" to this my Affidavit is a true copy of the Statement of Claim filed in the Proceedings. No where in the Statement of Claim are there any allegations of Ranco Holdings Ltd. providing any form of cross corporate Guarantee which could give rise to additional liability.
 16. That the Order Confirming Sale and Vesting Order was obtained July 2, 2010, a true copy of which is attached and marked as Exhibit "I" to this my Affidavit.
 17. That attached hereto and marked as Exhibit "J" to this my Affidavit is a true copy of correspondence from Fraser Milner Casgrain LLP dated August 12, 2010.
 18. That attached hereto and marked as Exhibit "K" to this my Affidavit is a true copy of the correspondence from Silcan's counsel to Fraser Milner Casgrain LLP dated August 13, 2010.
 19. That I have now been informed by my counsel and do verily believe that on December 20, 2010, the Royal Bank of Canada commenced proceedings against Ranco Holdings Ltd. arising from liability associated with 2 corporate guarantees guaranteeing the indebtedness of Advantage Oilfield Group Ltd. to the Royal Bank of Canada. A Default Judgment was entered against Ranco Holdings Ltd. dated February 7, 2011 in the amount of \$1,524,548.41. Attached hereto and marked as Exhibit "L" is a true copy of the Default Judgment to this my Affidavit.
 20. That attached hereto and marked as Exhibit "M" to this my Affidavit is a true copy of the Receivership Order obtained by the Royal Bank of Canada on February 12, 2010, appointing Ernst & Young Inc. as Receiver of the property of Advantage Oilfield Group Ltd., North Paw Energy Services Ltd., and Ranco Holdings Ltd. The Receivership Order in paragraph 8 provides that no proceedings may be continued or commenced against the Corporations which are the subject matter of the Order, without written consent of the Receiver so appointed or with Leave of the Court.
 21. That I am informed by my counsel and do verily believe that a review of the clerk's file documents in relation to Action Number 100321527 in the Judicial District of Edmonton, between Royal Bank of Canada and Ranco Holdings Ltd. does not disclose a record of the Court granting Leave or Written Consent of the Receiver.
-

22. That if I was aware that the Royal Bank's claim as a secured creditor exceeded the approximate \$900,000.00 as advised by the Receiver, I would have objected to the Sale and Vesting Order and considered bidding on the lands and buildings that were sold below market value to protect the interest of the security of Silcan.
23. That I take this Affidavit in opposition to the Plaintiff's application for payment out to it of the balance of funds held after sale pursuant to the Vesting Order of July 2, 2010.

SWORN (OR AFFIRMED) BEFORE ME)
 at the City of Medicine Hat, in the)
 Province of Alberta, this 16 day of)
 May, 2011.)

(Commissioner for Oaths in and for the)
 Province of Alberta)


 (Signature) – WILLI SILCHER

REGINALD D. BOLTON
 A Commissioner for Oaths And
 A Notary Public In And For
 The Province of Alberta
 Being A Solicitor

This is Exhibit A referred to
in the affidavit of
PROMISSORY NOTE Sworn before me herein this 16th
day of May 2011
Date: 16th May 2011
A Commissioner for Oaths and
For The Province Of Alberta
REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

Principal Amount: **\$200,000.00**

RANCO HOLDINGS LTD. promises to pay to the order of **SILCAN CONTRACTING (MH) LTD.**, On Demand, the principal sum of **\$200,000.00** in Canadian money (Without Interest).

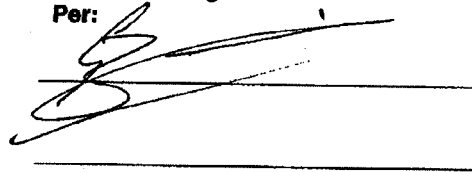
THE PAYOR hereby agrees that this Promissory Note shall constitute a charge against the lands legally described as:

PLAN 0512216
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.761 HECTARES (1.88 ACRES) MORE OR LESS

and the Payee is entitled to register a Caveat against the title to the lands to protect his Interest.

Ranco Holdings Ltd.

Per:





CERTIFIED COPY OF
Certificate of Title

APPENDIX B

S

LINC
0031 120 504

SHORT LEGAL
0512216;1;10

TITLE NUMBER: 051 219 697 +1
SUBDIVISION PLAN
DATE: 21/06/2005

AT THE TIME OF THIS CERTIFICATION

RANCO HOLDINGS LTD..
OF BOX 22007
MEDICINE HAT
ALBERTA T1A 8M5

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 0512216
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

This is Exhibit referred to
in the affidavit of

Sworn before me herein this
day of 20

A Commissioner for Oaths In And
For The Province Of Alberta

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

REGISTRATION NUMBER	DATE (D/M/Y)	ENCUMBRANCES, LIENS & INTERESTS PARTICULARS
911 114 382	31/05/1991	UTILITY RIGHT OF WAY GRANTEE - ALTAGAS UTILITIES INC.. 5509-45TH ST LEDUC ALBERTA T9B6T6 (DATA UPDATED BY: CHANGE OF NAME 051062918)
051 046 740	04/02/2005	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - CYPRESS COUNTY. BOX 108 DUNMORE ALBERTA T0J1A0
081 329 341	03/09/2008	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 180 WELLINGTON STREET WEST, 3RD FL TORONTO ONTARIO M5J1J1 ORIGINAL PRINCIPAL AMOUNT: \$1,500,000
101 042 704	10/02/2010	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - SILCAN CONTRACTING (MH) LTD.. BOX 1184 MEDICINE HAT ALBERTA T1A7H3

(CONTINUED)

Certificate of Title

TITLE NUMBER: 051 219 697 +1

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE
REPRESENTED HEREIN THIS 10 DAY OF FEBRUARY ,2010



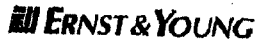
SUPPLEMENTARY INFORMATION

MUNICIPALITY: CYPRESS COUNTY
REFERENCE NUMBER:
051 167 028
AREA:
0.761 HECTARES (1.88 ACRES) MORE OR LESS
ATS REFERENCE:
4;5;12;1;NW
TOTAL INSTRUMENTS: 004

This is Exhibit C referred to
in the affidavit of

APPENDIX B

Sworn before me herein this 16th
day of February, 2010



Ernst & Young Inc.
A Commissioner for Oaths And
For The Province of Alberta
Notary Public
Fax: 403 290 4258
en.com/ca

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

RANCO HOLDINGS LTD.

NOTICE AND STATEMENT OF RECEIVER (Subsections 245(1) and 246(1) of the Act)

In the Matter of the Court-appointed receivership of the property, assets and undertaking of Ranco Holdings Ltd. ("Ranco"), take notice that:

1. On Friday, February 12, 2010, Ernst & Young Inc. became the Court-appointed receiver (the "Receiver") in respect of the property of Ranco, an insolvent person, as described below:

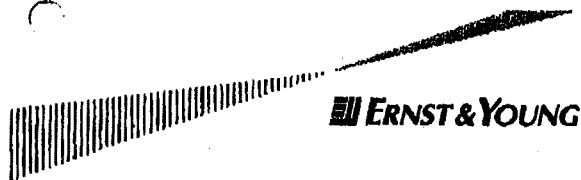
	Net Book Value as at February 12, 2010
Cash	\$ -
Accounts receivable	-
Prepaid expenditures	8,742
Inventories	-
Land and buildings	2,300,000
Total net book value of assets	<u>\$ 2,308,742</u>

2. Ernst & Young Inc. became the Receiver in respect of the property described above by virtue of an Order of the Court of Queen's Bench of Alberta dated February 12, 2010 (the "Appointment Order"). For a copy of the Appointment Order, it may be found on the Receiver website at: www.ey.com/ca/advantage.
3. Upon receiving the entered order of the Court of Queen's Bench of Alberta, the Receiver took possession and control of the property described above on February 12, 2010.
4. The following information relates to the receivership:
 - a) Principal address of Ranco :

Civic Address: 59 East 3rd Ave, Dunmore, Alberta T1B 0J9
Legal description: Plan 0512216
Block 1
Lot 10
 - b) Principal line of business: Real Estate Investment
 - c) Location of business: Dunmore, Alberta

**Listing of known creditors of Ranco Holdings Ltd.
As of February 12, 2010**

Secured Creditors		Amount Outstanding
Royal Bank of Canada		908,350.73
Caterpillar		Unknown
MRN Investments		Unknown
Xerox Canada Ltd.		1,822.10
Total secured creditors	\$	908,172.83
Preferred Creditors		Unknown
Unsecured Creditors		
AltaGas Utilities Inc.	\$	3,750.97
Bell		278.94
BFI		509.48
Brovao Mobile Vacuum Services		724.50
Bruins Holdings (1989) Ltd.		776,290.24
Canadian Linen & Uniform Service		346.42
Central Warehouse Equipment		230.16
City of Medicine Hat		1,385.22
Cypress County		22.23
Golcha Covered		3,880.14
Lee's Drain Cleaning		199.50
Lethbridge Mobile Shredding Inc.		110.26
NEBS Business Products Limited		34.07
Pro Flow Plumbing & Heating Corp.		285.65
Silcan Contracting (MH) Ltd.		214,478.90
Starks Plumbing & Heating Ltd.		696.10
Tuplin Consulting & Design Inc.		30,080.03
United Rentals		331.47
Minister of Finance		10,643.99
Receiver General		20,191.57
Total unsecured creditors	\$	1,063,547.83
Total outstanding liabilities	\$	1,971,720.66



- d) Amounts owed by Ranco to each creditor, according to books and records as at February 12, 2010 are shown below:

<u>Name</u>	<u>Claim Amount</u>
Secured creditors (see attached listing)	\$ 908,173
Preferred creditors (see attached listing)	Unknown
Unsecured creditors (see attached listing)	<u>1,063,548</u>
Total	<u>\$ 1,971,721</u>

- a) The intended action plan of the Receiver is to market and/or sell the remaining assets of Ranco, which include the land buildings.

- b) The Receiver's contact is:

Ernst & Young Inc.
1000 Ernst & Young Tower
440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Attention: Mr. Dustin Olver, CA
Telephone: (403) 206-5203
Facsimile: (403) 206-5075

Dated at Calgary, Alberta this 26th day of February 2010.

ERNST & YOUNG INC.,
In its capacity as Receiver
of Ranco Holdings Ltd.

A handwritten signature in black ink, appearing to read "Neil Narfason", written over a horizontal line.

Neil Narfason, CA•CIRP
Senior Vice President

Bolton Bishop

Lawyers

Reginald D. Bolton
Patrick M. Bishop
Jonathan P. Tleman

10, 3092 Dunmore Road SE
Medicine Hat, AB T1B 2X2
Phone: (403) 528-3323
Fax: (403) 527-7630

email: pbishop@boltonbishop.ab.ca

Your File
Our File: 29026 PMB/dlm

March 3, 2010

Ernst & Young Inc.
1000 Ernst & Young Tower
440 - 2 Avenue SW
Calgary AB T2P 5E9

Attention: Mr. Dustin Oliver, CA

Dear Sir:

Re: Ranco Holdings Ltd. In Receivership

We represent Silcan Contracting (MH) Ltd.

Our client is listed among the unsecured creditors in your Notice and Statement of Receiver.

Our client is a secured creditor to the extent of \$200,000.00.

We enclose a copy of the Promissory Note (with charging clause) made in favour of our client, as well as a copy of title showing registration of our client's interest in the subject property.

Would you please amend your Statement accordingly and address all future notices and correspondence to our office for the attention of the undersigned.

Yours truly,

Bolton Bishop

Patrick M. Bishop

PMB/dlm
Encls.

Cc: Silcan Contracting (MH) Ltd.

This is Exhibit D referred to
in the affidavit of

Sworn before me herein this 16th
day of April, 2010

A Commissioner For Oaths In And
For The Province Of Alberta

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

PROMISSORY NOTE

Date: Feb 4th, 2010

Principal Amount: **\$200,000.00**

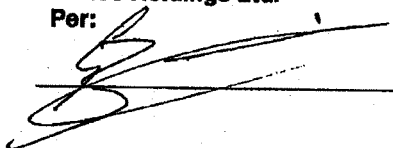
RANCO HOLDINGS LTD. promises to pay to the order of **SILCAN CONTRACTING (MH) LTD.**, On Demand, the principal sum of **\$200,000.00** in Canadian money (Without Interest).

THE PAYOR hereby agrees that this Promissory Note shall constitute a charge against the lands legally described as:

PLAN 0512216
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.761 HECTARES (1.88 ACRES) MORE OR LESS

and the Payee is entitled to register a Caveat against the title to the lands to protect his interest.

Ranco Holdings Ltd.

Per: 

Debbie McMorran

From: Orest.Konowalchuk@ca.ey.com
Sent: Wednesday, June 16, 2010 4:45 PM
To: Debbie McMorran
Cc: silcan
Subject: Re: Ranco Holdings - In Receivership (SilCan Contracting (MH) Ltd.)

This is Exhibit E referred to
in the affidavit of

APPENDIX B

Sworn before me herein this
day of June, 2010

For The Province of Alberta
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor
RECEIVED B. BOLTON

Thank you Debbie.

When I talked to your client yesterday, I proposed to him as the court-appointed monitor to set aside the \$200,000 lien in trust with the receiver upon the sale of the Ranco building and lands so that your claim is protected, until we can get further direction from court as to the validity and enforceability of your clients security over that of the primary secured lender, RBC.

We are going to court next week to seek approval to sell the building and lands to an interested party and we will notify you when our report is submitted (put you on the service list).

Does this seem like a reasonable arrangement? This is what we would normally do when there is conflicting security over certain proceeds of a building.

I envision that this will be a battle between the secured creditors as to who will get these funds and we proposed to hold them in trust until we get further direction from court.

Please confirm if this is satisfactory to you and your client.

Thank you Debbie.

Orest

Orest M.P. Konowalchuk | Manager | Transaction Advisory Services

Ernst & Young Inc.
1000, 440 - 2nd Avenue SW, Calgary, Alberta T2P 5E9, Canada
Office: +1-403-206-5000 | Direct: +1-403-206-5698 | Orest.Konowalchuk@ca.ey.com
Sent from my BlackBerry Wireless Handheld

525-7323
Any
Dustin
403-206
5203

From: "Debbie McMorran" [dmcMorran@boltonbishop.ab.ca]
Sent: 06/16/2010 01:53 PM CST
To: Orest Konowalchuk
Cc: <silcan@shockware.com>
Subject: Ranco Holdings - In Receivership (SilCan Contracting (MH) Ltd.

Dear Orest,

At the request of our client, SilCan Contracting (MH) Ltd., we attach a complete package of Invoicing regarding the commercial building constructed on the lands of Ranco Holdings Ltd.

In our letter of March 3, 2010 directed to Mr. Oliver we provided a copy of the Promissory Note with charging clause and a copy of title evidencing registration of the charge.

If you require anything further, please do not hesitate to get in touch with us.

Debbie McMorran
For Patrick M. Bishop

APPENDIX B

Debbie McMorran
Legal Assistant to Patrick M. Bishop
Bolton Bishop
Barristers & Solicitors
#10, 3092 Dunmore Road SE
Medicine Hat AB T1B 2X2
Phone: (403) 528-3323
Fax: (403) 527-7630
dmmcMorran@boltonbishop.ab.ca

This message (including any attachments) is CONFIDENTIAL and may be PRIVILEGED. If you are not an intended recipient you are hereby notified that any distribution, copying or use by you of this information is strictly prohibited. If you have received this message in error please immediately notify the sender and delete all copies of this information from your system. // L'information contenue dans le présent courriel (y compris les pièces jointes, le cas échéant) est CONFIDENTIELLE et peut être PRIVILÉGIÉE. Si vous n'êtes pas le destinataire prévu, vous êtes par la présente avisé(e) que toute diffusion, copie ou utilisation de ladite information est strictement interdite. Si vous avez reçu cette communication par erreur, veuillez nous en aviser immédiatement en répondant à l'expéditeur et effacer de votre ordinateur toute trace de cette information.

Any U.S. tax advice contained in the body of this e-mail was not intended or written to be used, and cannot be used, by the recipient for the purpose of avoiding penalties that may be imposed under United States federal, state or local tax law. // Tout conseil de fiscalité américaine contenu, le cas échéant, dans le présent courriel ne visait pas à éviter des pénalités pouvant être imposées en vertu des lois fiscales fédérales, étatiques ou locales des États-Unis, n'a pas été rédigé dans ce but et ne doit pas être utilisé à cette fin par le destinataire.

This is Exhibit E referred to
in the affidavit of

Sworn before me herein this 16th
day of May, 2011

A Commissioner For Oaths In And
For The Province Of Alberta

Action No. 1003 02172

REGINALD D. BOLTON

A Commissioner for Oaths And

A Notary Public In And For

The Province of Alberta

Being A Solicitor

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

NOTICE OF MOTION

TAKE NOTICE THAT an application will be made on behalf of Ernst & Young Inc. in its capacity as receiver of the property of Ranco Holdings Ltd. (the "Receiver") before the Presiding Justice in Chambers, at the Law Courts, Edmonton, Alberta, on Friday, the 25th day of June, 2010 at the hour of 1:00 o'clock in the afternoon or so soon thereafter as this application may be heard for an Order confirming Sale and Vesting Order in the form attached as Schedule "A" to this Notice of Motion or on such further and other terms as this Honourable Court may direct.

AND FURTHER TAKE NOTICE THAT the grounds of the application are that:

- (a) a Receivership Order was granted in these proceedings on February 12, 2010 appointing the Receiver as receiver of the property of Ranco Holdings Ltd. ("Ranco");
- (b) the Receivership Order authorized the Receiver to sell, convey and transfer property owned by Ranco outside the ordinary course of business subject to the

approval of this Honourable Court where the transaction exceeds the sum of \$50,000;

- (c) by the Receivership Order, the Receiver is authorized to apply for any Vesting Order or other Orders necessary to convey any of the property under its administration to a purchaser or purchasers thereof free and clear of any liens or encumbrances affecting such property;
- (d) Ranco is the owner of the land legally described as:
PLAN 0512216
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.761 HECTARES (1.88 ACRES) MORE OR LESS
(the "Real Property");
- (e) Ranco is the owner of certain unattached goods necessary for the incidental enjoyment of the Real Property (the "Goods");
- (f) the Real Property and the Goods have been marketed by the Receiver with the assistance of a realtor and an offer acceptable to the Receiver has been obtained;
- (g) Ranco is indebted to Royal Bank of Canada for a sum in excess of \$700,000 and such indebtedness is secured by the Real Property; and
- (h) Royal Bank of Canada is the first registered security holder against title to the Real Property and the first registered security holder in relation to the Goods. Neither Royal Bank of Canada nor Ranco oppose the proposed sale.

AND FURTHER TAKE NOTICE THAT in support of the application will be read the report of the Receiver, filed, the pleadings and proceedings had and taken herein and such

Action No. 1003 02172

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

BETWEEN:

ROYAL BANK OF CANADA

This is Exhibit H referred to
in the affidavit of William Sulcher
Sworn before me herein this 16th
day of August, 20 11

A Commissioner For Oaths In And
For The Province Of Alberta Plaintiff

- and -

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

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

Defendants

STATEMENT OF CLAIM

1. The Plaintiff, Royal Bank of Canada ("RBC"), is a bank chartered pursuant to the laws of Canada.
2. The Defendant Advantage Oilfield Group Ltd. ("Advantage") is a corporation incorporated pursuant to the laws of the Province of Alberta.
3. The Defendant North Paw Energy Services Ltd. ("North") is a corporation incorporated pursuant to the laws of the Province of Alberta.
4. The Defendant Ranco Holdings Ltd. ("Ranco") is a corporation incorporated pursuant to the laws of the Province of Alberta.
5. The Defendant 1208362 Alberta Ltd. ("1208362") is a corporation incorporated pursuant to the laws of the Province of Alberta.
6. The Defendant Christopher Bruins ("Christopher") resides in Alberta.

7. Advantage borrowed money from RBC which Advantage agreed to repay to RBC with interest. As a result of such borrowing, Advantage is directly indebted to RBC as follows:

- (a) \$2,508,585.79 plus interest from and after January 13, 2010 at the rate of \$256.34 per day;
- (b) \$1,141,632.58 plus interest from and after January 13, 2010 at the rate of \$117.45 per day;
 - (i) Visa (account 4641) - \$20,438.71;
 - (ii) Visa (account 4708) - \$10,163.41;
 - (iii) Visa (account 4856) - \$9,459.59;
 - (iv) Visa (account 4971) - \$10,182.70;
 - (v) Visa (account 5036) - \$10,260.58;
 - (vi) Visa (account 5218) - \$10,167.85;
 - (vii) Visa (account 3310) - \$10,304.95;
 - (viii) Total Visa \$80,977.79 plus interest thereon from and after January 13, 2010 upon such sum at the rate of 19.5 per cent per annum;
- (c) Overdraft - \$172.43;
- (d) Payroll advance - \$12,411.61;
- (e) Costs on a solicitor and his own client basis.

8. North borrowed money from RBC which North agreed to repay to RBC with interest. As a result of such borrowing, North is directly indebted to RBC as follows:

- (a) Loan - \$502,465.76 plus interest from and after January 13, 2010 at the rate of \$51.37 per day;
- (b) Lease #27544 - \$9,419.92 plus interest thereon from and after February 6, 2010 at RBC's prime interest rate per annum in effect from time to time "Prime" plus 5.0 per cent;
- (c) Lease #15364 - \$253,375.26 plus interest thereon from and after February 4, 2010 at the rate of Prime plus 5.0 per cent;
- (d) Lease #10585 - \$136,942.11 plus interest thereon from and after December 24, 2009 at the rate of Prime plus 5.0 per cent; and

(e) Overdraft - \$334.13;

(f) Costs on a solicitor and his own client basis.

9. Ranco borrowed money from RBC which Ranco agreed to pay to RBC with interest. As a result of such borrowing, Ranco is directly indebted to RBC as follows:

(a) \$906,350.73 plus interest thereon from and after January 13, 2010 at the rate of \$79.96 per day; and

(b) Costs on a solicitor and his own client basis.

10. On or about August 26, 2008 Advantage granted to RBC a guarantee and postponement of claim guaranteeing to RBC the indebtedness of Ranco up to the sum of \$1,000,000.00 plus interest thereon from demand at Prime plus 1.0 per cent plus costs on a solicitor and his own client basis.

11. On or about January 28, 2008 1208362 granted to RBC a guarantee and postponement of claim guaranteeing to RBC the indebtedness of Advantage (to RBC) for up to the sum of \$2,750,00.00 with interest from demand at Prime plus 1.5 per cent plus costs on a solicitor and his own client basis.

12. On or about January 28, 2008 Christopher granted to RBC a guarantee and postponement of claim guaranteeing to RBC the indebtedness of Advantage (to RBC) for up to the sum of \$2,750,00.00 with interest from demand at Prime plus 1.5 per cent plus costs on a solicitor and his own client basis.

13. On or about April 4, 2008 Christopher granted to RBC a guarantee and postponement of claim guaranteeing to RBC the indebtedness of North (to RBC) for up to the sum of \$900,000 with interest from demand at Prime plus 3 per cent plus costs on a solicitor and his own client basis.

14. All of the above direct and guaranteed indebtedness is due and owing from the Defendants to RBC. RBC has demanded payment of the direct and guaranteed indebtedness of the Defendants to RBC effective December 1, 2010 (with respect to the indebtedness referenced in paragraphs 7-12 inclusive and effective February 8, 2010 with respect to the indebtedness referenced in paragraph 13) but the Defendants have failed or neglected and continue to fail or

neglect to pay any or all of such indebtedness to RBC. By this Statement of Claim, RBC does again demand payment of all of such indebtedness.

15. At all material times Ranco has been and remains the owner of the following lands:

- (a) Plan 0512216
Block 1
Lot 10
Excepting thereout all mines and minerals
Area: 0.761 hectares (1.88 acres) more or less (the "Land")

16. By a mortgage (the "Mortgage") made under the *Land Titles Act* and registered in the Land Titles Office as instrument number 081329341, Ranco mortgaged to RBC the Land for securing payment of the sum of \$1,500,000.00 plus interest at a rate equal to Prime plus 1.0 per cent plus costs on a solicitor and his own client basis.

17. There is due and owing to RBC pursuant to the Mortgage the sum of \$906,315.73 plus interest thereon from and after January 13, 2010 at the rate of Prime plus 1.0 per cent plus costs on a solicitor and his own client basis.

18. The Mortgage is payable upon demand. RBC has demanded payment pursuant to the Mortgage but Ranco has failed or neglected and continues to fail or neglect to pay all or any of the indebtedness evidenced and secured by the Mortgage.

19. By the Mortgage, Ranco covenanted with RBC to:

- (a) pay all liens, rates, charges or encumbrances on the Land which may fall due or be unpaid;
- (b) insure buildings on the Land against damage by fire and other perils;
- (c) keep the Land in good repair, maintain, restore and amend, keep, make good, finish, add to and put in order the Land; and
- (d) in the event of any loss or damage or destruction of the Land, then, upon receipt of notice from RBC, to repair, rebuild or reinstate the Land.

20. In default of any or all of the above, RBC is entitled by the Mortgage to do the same and to add to the Mortgage all costs and expenses incurred by RBC in that regard and in respect of any proceedings taken to realize the monies secured by the Mortgage, including legal costs,

taxed as between solicitor and client and an allowance for the time, work and expenses of RBC, its servants or agents.

21. Each of Advantage, North and Ranco did grant to RBC a separate general security agreement securing all of their respective present and after acquired personal and other property in favour of RBC. Such security agreements secure all direct and guaranteed indebtedness of each of Advantage, North and Ranco in favour of RBC.

22. Default has been made in payment of the principal sums and interest secured pursuant to each of the general security agreements granted by each of Advantage, North and Ranco respectively in favour of RBC.

23. The Plaintiff proposes that the trial of this action be held at the Law Courts Building in the City of Edmonton, in the Province of Alberta.

24. The within action will not likely take more than twenty-five days to try.

WHEREFORE THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY:

- (a) a Declaration as to the amount owing under the Mortgage with interest according to the terms thereof and in default of payment, sale to the Plaintiff or otherwise, or foreclosure, and in either case, possession of the Land;
- (b) a Declaration that there is due and owing from Advantage to RBC direct indebtedness of:
 - (i) \$2,508,585.79 plus interest from and after January 13, 2010 at the rate of \$256.34 per day;
 - (ii) \$1,141,632.58 plus interest from and after January 13, 2010 at the rate of \$117.45 per day;
 - (iii) Visa - \$80,977.79 plus interest thereon from and after January 13, 2010 at the rate of 19.5 per cent per annum;
 - (iv) \$172.43;
 - (v) \$12,411.61;
 - (vi) Costs on a solicitor and his own client basis.

- (c) a Declaration that there is due and owing from Advantage to RBC (pursuant to the guarantee of the indebtedness of Ranco granted to RBC by Advantage) the sum of \$906,350.73 plus interest thereon from and after the January 13, 2010 at the rate of Prime plus 1.0 per cent plus costs on a solicitor and his own client basis;
 - (d) a Declaration that there is due and owing from North to RBC the sum of:
 - (i) Loan - \$502,465.76 plus interest from and after January 13, 2010 at the rate of \$51.37 per day;
 - (ii) Lease #27544 - \$9,419.92 plus interest thereon from and after February 6, 2010 at RBC's prime interest rate per annum in effect from time to time "Prime" plus 5.0 per cent;
 - (iii) Lease #15364 - \$253,375.26 plus interest thereon from and after February 4, 2010 at the rate of Prime plus 5.0 per cent;
 - (iv) Lease #10585- \$136,942.11 plus interest thereon from and after December 24, 2009 at the rate of Prime plus 5.0 per cent; and
 - (v) Overdraft - \$334.13;
 - (vi) Costs on a solicitor and his own client basis.
 - (e) a Declaration that there is due and owing from Ranco to RBC the sum of \$906,350.73 plus interest thereon from and after January 13, 2010 at the rate of \$79.96 per day plus costs on a solicitor and his own client basis.
 - (f) Judgment against each of Advantage, North and Ranco for all amounts declared to be due and owing by each of such corporations in favour of RBC;
 - (g) Judgment against 1208362 in the amount of \$2,750,000.00 plus interest thereon from and after December 1, 2009 upon such sum at the rate of Prime plus 1.5 per cent plus costs on a solicitor and his own client basis;
 - (h) Judgment against Christopher in the amount of \$2,750,000.00 plus interest thereon from and after December 1, 2009 upon such sum at the rate of Prime plus 1.5 per cent plus costs on a solicitor and his own client basis pursuant to his guarantee of the indebtedness of Advantage;
 - (i) Judgment against Christopher in the amount of \$900,000 plus interest thereon from and after February 8, 2010 upon such sum at the rate of Prime plus 3.0 per cent plus costs on a solicitor and his own client basis pursuant to his guarantee of the indebtedness of North;
 - (j) an inquiry of what the property comprised and charged and secured by each of the general security agreements granted in favour of RBC by Advantage, North and Ranco respectively, the leases granted by North (and the Mortgage) consists of
-

and in whom the same is vested and what other encumbrances or claims affect the property and an account of what is due to such other encumbrances or claimants;

- (k) such further account and inquiries as may be necessary;
 - (l) the appointment of a Receiver or Receiver and Manager of the undertaking, property and assets of Advantage;
 - (m) the appointment of a Receiver or Receiver and Manager of the undertaking, property and assets of North;
 - (n) the appointment of a Receiver or Receiver and Manager of the undertaking, property and assets of Ranco;
 - (o) the appointment of an Interim Receiver of the undertaking, property and assets of Advantage;
 - (p) the appointment of an Interim Receiver of the undertaking, property and assets of North;
 - (q) the appointment of an Interim Receiver of the undertaking, property and assets of Ranco;
 - (r) in the alternative, such appointment or relief as may be necessary to ensure the preservation of the Land;
 - (s) a Declaration that the security granted in favour of RBC may be enforced by the sale of the whole or any part of the property and assets of Advantage;
 - (t) a Declaration that the security granted in favour of RBC may be enforced by the sale of the whole or any part of the property and assets of North;
 - (u) a Declaration that the security granted in favour of RBC may be enforced by the sale of the whole or any part of the property and assets of Ranco;
 - (v) an Order dispensing with any bond or other security that might otherwise be required to be posted by an Interim Receiver, Receiver, Receiver and Manager or person tasked with the preservation of the Land;
 - (w) an Order that no action at law or otherwise (other than this action) shall be taken or continued against the Interim Receiver, the Receiver or the Receiver and Manager or the property and assets of Advantage, North and Ranco without leave of this Honourable Court first having been obtained;
 - (x) costs on a solicitor and his own client basis as against each of the Defendants jointly and severally or costs on such further and other basis as this Honourable Court may direct;
-

- (y) such further and other relief as the nature of the case may require and this Honourable Court may permit.

DATED at the City of Edmonton, in the Province of Alberta, this 9th day of February, 2010; AND DELIVERED BY Fraser Milner Casgrain LLP, Barristers and Solicitors, 2900 Manulife Place, 10180 - 101 Street, Edmonton, Alberta, T5J 3V5, Solicitors for the Plaintiff, whose addresses for service are in care of the said solicitors.

ISSUED out of the Office of the Clerk of the Court of Queen's Bench of Alberta, Judicial District of Edmonton, this 9th day of February, 2010.


CLERK OF THE COURT OF QUEEN'S BENCH
OF ALBERTA

SEAL

NOTICE

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

You have been sued. You are the Defendants. You have only 15 days to file and serve a Statement of Defence or Demand of Notice. You or your lawyer must file your Statement of Defence or Demand of Notice in the office of the Clerk of the Court of Queen's Bench in Edmonton, Alberta.

You or your lawyer must also leave a copy of your Statement of Defence or Demand of Notice at the address for service for the Plaintiff named in this Statement of Claim.

WARNING: If you do not do both things within 15 days, you may automatically lose the lawsuit. The Plaintiff may get a Court judgment against you if you do not file, or do not give a copy to the Plaintiff, or do either thing late.

This Statement of Claim is issued by FRASER MILNER CASGRAIN LLP, solicitors for the Plaintiff, and whose address for service is in care of said solicitors at:

c/o FRASER MILNER CASGRAIN LLP

2900, 10180 - 101 Street
Manulife Place
Edmonton, Alberta
T5J 3V5

The Lawyer to contact at FRASER MILNER CASGRAIN LLP is Ray C. Rutman, telephone (780) 423-7246

at which address service of subsequent proceedings in this action may be served as effectively as if served upon the Plaintiff personally.

EDMDOCS\RRUTMAN\2579839-4

Action No. 1003 02172

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

BETWEEN:

ROYAL BANK OF CANADA
-and- Plaintiff

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

STATEMENT OF CLAIM

This Statement of Claim is issued by FRASER MILNER CASGRAIN LLP, Solicitors for the Plaintiff who resides at:

Edmonton, Alberta

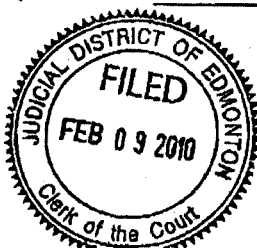
and whose address for service is in care of said solicitors at:

2900, 10180 - 101 Street
Manulife Place
Edmonton, Alberta
T5J 3V5

and is addressed to the Defendants whose residence as far as known to the Plaintiff is:

Edmonton, Alberta

Solicitor: Ray C. Rutman
Telephone: (780) 423-7246
Facsimile: (780) 423-7276
File: 125665-8158/RCR

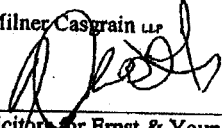


further and other material as counsel may advise and this Honourable Court may permit.

DATED at the City of Edmonton, in the Province of Alberta, this 25th day of June,
2010.

Fraser Milner Casgrain LLP

Per:

 For R.C. Rutman
Solicitors for Ernst & Young Inc.
in its capacity as Receiver of the property
of Ranco Holdings Ltd.

TO: CLERK OF THE COURT

Action No. 1003 02172

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

BETWEEN:

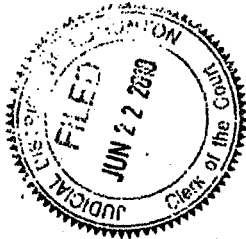
ROYAL BANK OF CANADA

Plaintiff

- and -

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

Defendants



NOTICE OF MOTION

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

EDMDOCS\RRUTMAN\2784817-1

This is Exhibit 9 Action No. 1003 02172
 in the affidavit of William Silchen
 Sworn before me herein this 16th
 JUDICIAL DISTRICT OF EDMONTON May, 2011

BETWEEN:

ROYAL BANK OF CANADA

A Commissioner For Oaths In And
For The Province Of AlbertaREGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

Plaintiff

- and -

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

Defendants

DEFAULT JUDGMENT

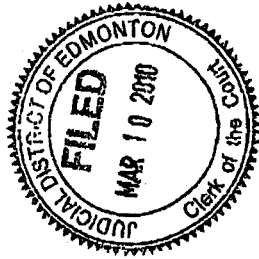
The Defendant, Ranco Holdings Ltd., not having delivered any Statement of Defence or Demand of Notice, it is this day adjudged that the Plaintiff recover against the said Defendant, Ranco Holdings Ltd.. \$910,789.37 plus interest plus costs to be taxed in the 10 or

DATED at the City of Edmonton, in the Province of Alberta, this 9th day of March, 2010.

[Signature]
 CLERK OF THE COURT OF QUEEN'S
 BENCH OF ALBERTA

**COMPUTATION OF JUDGMENT**

Debt	\$ 906,350.73
Interest from January 13, 2010 \$906,350.73 x 55/365 x 3.25%	\$ 4,438.64
FEES/DISBURSEMENTS TO BE TAXED SEPARATELY	\$
Total:	\$ 910,789.37



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

DEFAULT JUDGMENT

FRASER MILNER CASGRAIN LLP

Barristers and Solicitors
2900, 10180 - 101 Street
Edmonton, AB T5J 3V5
Attention: Ray C. Rutman
Phone: (780) 423-7246
Fax: (780) 423-7276
File: 125665.8158/RCR

EDMDOCS\RR\UTMAN\2634126-1

This is Exhibit I referred to
in the affidavit of

Sworn before me herein this 16th
day of July, 2010 Action No. 1005-02172

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

A Commissioner for Oaths In And
For The Province Of Alberta
REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

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

Defendants

BEFORE THE HONOURABLE
MR. JUSTICE B. R. BURROWS
JUSTICE, IN CHAMBERS,
LAW COURTS,
EDMONTON, ALBERTA

ON FRIDAY, THE 2ND DAY OF
JULY, 2010.

ORDER CONFIRMING SALE AND VESTING ORDER

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as receiver of the property of Ranco Holdings Ltd. (the "Receiver"); AND UPON READING the Receivership Order granted in these proceedings February 12 2010; AND UPON NOTING THAT Ranco Holdings Ltd. ("Ranco") is the owner of the real property legally described in paragraph 2 of this Order (the "Real Property"); AND UPON NOTING that the Receiver has, with the assistance of a realtor, marketed the Real Property; AND UPON NOTING that an offer (the "Offer") has been presented for the Real Property and for certain unattached goods owned by Ranco referenced in Schedule "A" of the Offer (the "Goods") by 1148750 Alberta Ltd. (the "Purchaser"); AND UPON

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

NOTING that in this Order the Real Property and the Goods are referred to individually and collectively as the "Lands"; AND UPON NOTING that the Offer is attached as schedule "P" to the Report of the Receiver dated June 21, 2010, filed in support of the application for this Order (the "Receiver's Report"); AND UPON NOTING that the Offer is acceptable to the Receiver; AND UPON reading the Receiver's Report and the Notice of Motion filed herein and proof of service there; AND UPON reading the certified copy of title to the Real Property, an Alberta Personal Property Registry search result with respect to Ranco and the pleadings and proceedings had and taken herein; AND UPON NOTING that the Receiver's Report indicates that the first registered security holder (Royal Bank of Canada ("RBC")) in relation to the Lands does not oppose this application and that Ranco does not oppose this application;

IT IS HEREBY ORDERED THAT:

1. The Offer of the Purchaser is approved and accepted.
2. Upon the Purchaser paying to the Plaintiff, in care of its solicitors, Fraser Milner Casgrain *ur*, the full purchase price of \$1,150,000.00 plus GST (if payment of GST is required by the Receiver) subject to adjustments as hereinafter set out (the "Purchase Price"), the Purchaser shall be entitled to enter into possession of the Goods and of the Real Property legally described as follows:

PLAN 0512216
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.761 HECTARES (1.88 ACRES) MORE OR LESS

(the "Real Property")
3. All adjustments including, without limitation, adjustments for property and other taxes, shall be made as at the "Closing Date" in accordance with the terms of the subject offer, or such earlier date as may be agreed to by the Plaintiff and the Purchaser.
4. The Receiver is authorized to utilize the proceeds of sale of the Lands to satisfy any obligation for the payment of commission to a realtor arising as a result of the sale of the Lands pursuant to this Order.

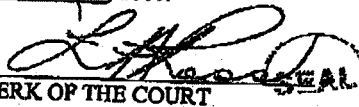
5. If the Purchaser does not pay the Purchase Price to the Receiver on or before the Closing Date as hereinbefore described or such further and other date as may be agreed to by the Receiver in writing directly or through its counsel, all rights of the Purchaser to the Lands shall be forfeited and void and the Receiver shall be entitled to retain and apply any deposit paid by the Purchaser in accordance with the terms of the Offer, subject to the Court granting relief from forfeiture.
 6. The Defendants and all persons claiming through or under the Defendants do stand absolutely debarred and foreclosed of and from all of their estate, right, title, interest and equity of redemption in the said Lands.
 7. The Purchase Price shall stand in the place and stead of the Goods and the Real Property and all priorities which existed in respect of the Goods and the Real Property immediately prior to this Order being granted shall apply *mutatis mutandis* to the proceeds of the Goods and the Real Property. The "Disputed Assets" as referenced in the First Report of the Receiver are hereby ascribed a value of \$24,450.
 8. Upon receipt of a copy of this Order and a letter from Fraser Milner Casgrain LLP confirming receipt of the Purchase Price, the Registrar of Land Titles shall cancel the existing Certificate of Title to the Real Property and shall issue a new Certificate of Title to the Real Property in the name of the Purchaser or its nominee free and clear of:
 - (a) Mortgage registered as Instrument number 081 329 341; and
 - (b) all caveats, registrations, Orders, writs, mortgages, instruments, liens and encumbrances registered subsequent to the mortgage registered as Instrument number 081 329 341;(whether such registration, Order, writ, mortgage, instrument, lien, encumbrance or caveat was registered before or after the date of this Order). The Registrar is directed to register this Order and issue the new Certificate of Title notwithstanding the requirements of Section 191(1) of the *Land Titles Act*, R.S.A. 2000, L-4, as amended).
-

9. The Receiver is authorized and directed to pay to RBC an interim distribution of \$600,000 from the proceeds of the sale of the Real Property.
10. The Defendants and all persons claiming to or under the Defendants shall deliver up possession of the Lands to the Purchaser or its nominee upon title to the Lands being registered to the Purchaser or its nominee and that in default of possession being delivered up as aforesaid, a Writ of Possession shall issue without further Order.
11. Service of a copy of the Notice of Motion seeking this Order and any Affidavit in support is deemed good and sufficient upon all interested parties, the time for service is abridged to the time actually given and all further and other service is dispensed with.
12. Service of the within Order and any subsequent documents in this Action may be effected upon all subsequent registrants or encumbrancers by sending a copy of this Order or subsequent document to such registrant or encumbrancer by registered mail or priority post to the address shown on the registration or encumbrance filed at the Land Titles Office as against title to the Lands (or by leaving the same at such address).
13. Any person interested in this Order who, to the knowledge of the Plaintiff is represented or becomes represented by a solicitor, may be served with a copy of this Order and any other documents filed in this action by way of facsimile transmission or e-mail to such solicitor and such service shall be deemed good and sufficient.
14. Any other person with an interest in the Lands may be served with a copy of this Order and any other notices or documents filed in this action by way of priority post or registered mail to or by leaving the same at the address of such person last known to the Plaintiff.
15. Service of any document by priority post shall be deemed effective on the second day subsequent to the day on which the mail was posted at the post office and service of any document by registered mail shall be deemed effective on the fourth day subsequent to the day at which the registered mail was posted at the post office. Service as aforesaid shall be effective irrespective of whether the envelope containing a copy of this Order or other document served is returned to sender.

16. Service of the Notice of Motion seeking this Order along with any Affidavit in support is deemed good and sufficient upon all interested persons and the time for service is abridged to the time actually given and any further service is dispensed with.
17. Rule 630 is hereby dispensed with.

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

ENTERED THIS 2 DAY OF
July, 2010.


CLERK OF THE COURT

Action No. 1003 02172

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

BETWEEN:

ROYAL BANK OF CANADA

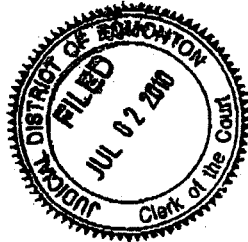
Plaintiff

- and -

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

Defendants

ORDER CONFIRMING SALE AND
VESTING ORDER



FRASER MILNER CASGRAIN LLP
2900, 10180 - 101 Street
Mamlife Place
Edmonton, Alberta
T5J 3V5

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

File: 125665-8158/RCR

EDMDOCS\RRUTMAN\2784884-1



FRASER MILNER CASGRAIN LLP

Ray Rutman
Direct Line: (780) 423-7246
ray.rutman@fmc-law.com

August 12, 2010

Bolton Bishop
Barristers and Solicitors
10, 3092 Dunmore Rd SE
PO Box 909
Medicine Hat, AB T1A 7G8

Attention: Reg Bolton

Dear Sirs:

Subject: Royal Bank of Canada ("RBC") – Advantage Oilfield Group Ltd.
("Advantage") – Northpaw Energy Services Ltd. ("North")
- Ranco Holdings Ltd. ("Ranco") et al – Silcan Contracting (MH) Ltd.
("Silcan") Our File: 125665.8158/RCR

I confirm your telephone advice that you act on behalf of Silcan in relation to its dealings with Ranco. Our office acts on behalf of RBC in respect of its dealings with Advantage, Ranco and North. In addition, our office acts on behalf of Ernst & Young Inc. in its capacity as Receiver of the property of Advantage, Ranco and North. I confirm your request for information with respect to the status of the land. For record purposes, I attach copies of:

- (a) the Statement of Claim issued by RBC in action number 1003 02172;
- (b) the Receivership Order granted February 12, 2010;
- (c) the Default Judgment granted in favor of RBC against Advantage dated March 10, 2010;
- (d) the Default Judgment granted in favor of RBC against Ranco dated March 10, 2010 (this relates to direct mortgage debt and is independent of any guarantee by Ranco of the indebtedness of Advantage to RBC);
- (e) an Affidavit of David Johnson sworn June 28, 2010 outlining two guarantees granted by Ranco in favor of RBC in relation to the indebtedness of Advantage for a total sum of \$1,500,000;
- (f) the Mortgage in the principal sum of \$1,500,000 granted by Ranco in favor of RBC, securing all liabilities of Ranco to RBC, present or future, indirect or direct, whether as principal, guarantee or surety;

2900 Mainville Place 10180-101 Street Edmonton AB Canada T5J 3V5 Telephone (780) 423-7100 Fax (780) 423-7276
www.fmc-law.com

Montreal Ottawa Toronto Edmonton Calgary Vancouver

This is Exhibit 1 referred to
in the affidavit of

Sworn before me herein this
day of August, 2010

A Commissioner For Oaths In And
For The Province Of Alberta

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

- (g) Order Confirming Sale and Vesting Order dated July 2, 2010 with respect to the land encumbered by the above referenced mortgage (the "Land").

I draw your attention to paragraph 7 of the Order Confirming Sale and Vesting Order. That paragraph provides that the purchase price of the Land (\$1,150,000) shall stand in place of the Land and all priorities which existed with respect to the Land prior to the Order will apply *mutatis mutandae* to the proceeds.

As is apparent from the enclosures, Ranco is indebted to RBC for a sum in excess of \$2,400,000. The \$600,000 paid to RBC in accordance with the terms of the Order Confirming Sale and Vesting Order is the only money that has been received by RBC to date with respect to the estates and receivership. Neither RBC or the Receiver anticipates that there is any likelihood of RBC receiving proceeds from the estates under administration to satisfy the indebtedness secured by its first mortgage of \$1,500,000 plus interest and costs.

Accordingly, RBC and the Receiver request your concurrence on behalf of Silcan that the balance of the proceeds from the sale of the Land less any applicable costs of the Receiver and any sum payable to MRN Investments on account of certain goods left on the Land be paid to RBC.

Please note that nothing in this letter constitutes an agreement or acknowledgement on the part of RBC or the Receiver that the Caveat (or the underlying Promissory Note) in favour of Silcan is efficacious or immune from challenge. All rights and remedies in that regard are preserved.

Please confirm the authorization for payment to RBC as referenced above. I look forward to hearing from you.

Yours truly,

FRASER MILNER CASGRAIN LLP

Ray Rutman 

RCR:ed

cc Royal Bank of Canada/Att: David Johnson (via LRM) (without encls.)
cc Ernst & Young Inc/Att: Orest Kanowalchuk (via e-mail) (without encls.)
EDMDOCSRRUTMANP237006-1

Bolton Bishop

Lawyers

Reginald D. Bolton
Patrick M. Bishop
Jonathan P. Tieman

10, 3092 Dunmore Road SE
Medicine Hat, AB T1B 2X2
Phone: (403) 528-3323
Fax: (403) 527-7630

email: pbishop@boltonbishop.ab.ca

Your File 125665.8158/RCR
Our File: 29026 PMB/dlm

August 13, 2010

"VIA FAX: 780-423-7276"

Fraser Milner Casgrain LLP
Barristers and Solicitors
2900 Manulife Place
101808 - 101 Street
Edmonton, Alberta
T5J 3V5

Attention: Ray Rutman

Dear Sir:

**Re: Royal Bank of Canada - Ranco Holdings Ltd. and
Silcan Contracting (MH) Ltd.**

This is Exhibit 1 referred to
in the affidavit of Willi Silcher

Sworn before me herein this 16th
day of August, 2010

A Commissioner For Oaths In And
For The Province Of Alberta

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

This letter will acknowledge receipt of your correspondence dated August 12, 2010. We do not share your view in respect of the appropriate priorities of the various security. It is our position that the RBC mortgage ranks only in priority to our client's Caveat in the amount of \$906,350.73, being the amount of the Default Judgment together with appropriate interest and costs.

I will undertake research in relation to this particular issue, but in the meantime I would request your confirmation that the balance of sale funds will be retained in trust pending a determination of priorities.

I will be absent from the City until approximately September 2, 2010, but will address this matter upon my return.

Yours truly,
Bolton Bishop

Reginald D. Bolton
RDB/nd

cc: Silcan Contracting (MH) Ltd., Attention: Willi Silcher

Handwritten:
Silcher
8/15/10
835

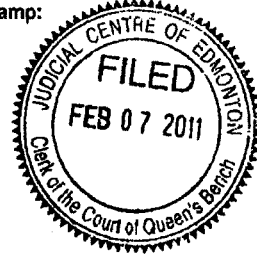
RJ to CLK? (Duggan)?
Amount in body does
NOT match bottom Total.
10102111 gu

Form 44
[Rule 10.35(1)]

AFSRUX
BCOSTX 1761
+ corrected
158111
APPENDIX B

mt 3:57¹⁹

Clerk's Stamp:



COURT FILE NUMBER 1003 21527
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF Royal Bank of Canada
DEFENDANT Ranco Holdings Ltd.
DOCUMENT This is Exhibit referred to
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Francine M. Ousden before me herein this
Fraser Milner Cate LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 2A5
Ph. (780) 423-7118. (780) 423-7276
File No.: 125665-8158/RCR/FMO

REGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

The Defendant, Ranco Holdings Ltd., not having delivered any Statement of Defence or Demand of Notice, it is this day adjudged that the Plaintiff recover against the said Defendant, Ranco Holdings Ltd., \$1,527,395.08 plus interest plus costs to be taxed.

~~\$1,527,395.08~~ \$1,524,546.41
Dated at the City of Edmonton, in the Province of Alberta, this 27th day of January, 2011.

COMPUTATION OF JUDGMENT

DEBT	\$ 1,500,000.00
Guarantee 1: Interest from September 21, 2010 (date of demand) to January 27, 2011 $\$1,000,000.00 \times 5\% + 365 = \$136.99 \times 128 \text{ days}$	\$ 17,534.72
Guarantee 2: Interest from September 21, 2010 (date of demand) to January 27, 2011 $\$500,000 \times 4\% + 365 = \$54.79 \times 128 \text{ days}$	\$ 7,013.69
Fees / disbursements to be taxed	\$ 2,846.67 1901.11

BILL OF COSTS PREPARED BY Fraser Milner Casgrain LLP, SOLICITORS FOR THE PLAINTIFF

Fees claimed:

ITEM NO.	ITEM	AMOUNT
1(1)	Pleadings	\$2,500.00
		\$1,750.00

Disbursements:

DESCRIPTION	AMOUNT
Statement of Claim	\$200.00
Registered mail	\$8.11
PPR Search	\$3.00

Other Charges:

DESCRIPTION	AMOUNT
	\$

GST:

(a)	Amount claimed on fees:	\$125.00
(b)	Amount claimed on disbursements:	\$10.56
(c)	Amount claimed on other charges:	\$
TOTAL GST:		\$135.56

Total amount claimed:

Fees:
Disbursements:
Other Charges:
GST:
TOTAL:

1,750.00
~~\$2,500.00~~
\$211.11
~~\$135.56~~
~~\$2,046.67~~
\$1,901.11

Amount allowed by assessment officer:

Fees:

Disbursements:

Other Charges:

GST:

TOTAL:

\$ 1,150.00
\$ 211.11
\$ 0
\$ 1,961.11

Person responsible for preparation of this Bill of Costs:


Signature

Francine M. Ouellette

CERTIFICATE OF ASSESSMENT OFFICER:

I, MARIA SPINK, certify the following amount(s) that is (are) to be paid

By Plaintiff

\$

By Defendant:

\$

~~1,546,507.52~~ 1,961.11

to Royal Bank of Canada (name of party or parties to receive the costs awarded).

I also certify the following special circumstance(s) and the amount to be paid by each party with respect to the special circumstance(s):

Dated: February 7, 2011

Name of Assessment Officer: MARIA SPINK

A certificate in form of an affidavit is required if goods and services tax is claimed as part of the bill of costs.

3070080_1

Action No. 1003 02172

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF EDMONTON

BETWEEN:

ROYAL BANK OF CANADA

This is Exhibit 1 referred to
in the affidavit ofSworn before me herein this
day of February, 2010

Plaintiff

- and -

A Commissioner for Oaths In And
For The Province Of AlbertaADVANTAGE OILFIELD GROUP LTD.,
NORTH PAW ENERGY SERVICES LTD.,
RANCO HOLDINGS LTD., 1208362 ALBERTA LTD.
and CHRISTOPHER BRUINSREGINALD D. BOLTON
A Commissioner for Oaths And
A Notary Public In And For
The Province of Alberta
Being A Solicitor

Defendants

BEFORE JUSTICE *B.R. Burrows*IN CHAMBERS, LAW COURTS,
EDMONTON, ALBERTAON 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.

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;

- (g) 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;
- (h) 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

Bar

BAB

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 *BLA* 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 *pari 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 Plaintiff's 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 ^{should be or other} other notice, ~~if any~~, as this Court may order. *BRB*
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 Buehns"
J.C.Q.B.A.

ENTERED this 12 day of Feb, 20 10.

[Signature]
CLERK OF THE COURT

SEAL

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 BRUNS**

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

APPENDIX C

Silcan Invoices



Ranco Holdings - In Receivership (SilCan Contracting (MH) Ltd.

Debbie McMorran o orest.konowalchuk

16/06/2010 02:02 PM

Cc: silcan

History: This message has been replied to.

Dear Orest,

At the request of our client, SilCan Contracting (MH) Ltd., we attach a complete package of invoicing regarding the commercial building constructed on the lands of Ranco Holdings Ltd.

In our letter of March 3, 2010 directed to Mr. Oliver we provided a copy of the Promissory Note with charging clause and a copy of title evidencing registration of the charge.

If you require anything further, please do not hesitate to get in touch with us.

Debbie McMorran
For Patrick M. Bishop

Debbie McMorran
Legal Assistant to Patrick M. Bishop
Bolton Bishop
Barristers & Solicitors
#10, 3092 Dunmore Road SE
Medicine Hat AB T1B 2X2
Phone: (403) 528-3323
Fax: (403) 527-7630
dmcmorran@boltonbishop.ab.ca



SilCan Contracting Invoices.pdf

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX C

Invoice No.: 494
Date: 09/15/2008
Ship Date:
Page: 1
Re: Order No.

Sold to:

Advantage Oilfield Group
127 Southwest Dr SW
Medicine Hat, Alberta T1A 8E8

Ship to:

Advantage Oilfield Group
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: New Building - Dunmore			
			Prog #1	G		220,000.00
			G - GST 5.00%			
			GST			11,000.00
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						
Total Amount						231,000.00

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX C

Invoice No.: 495
Date: 10/31/2008
Ship Date:
Page: 1
Re: Order No.

Sold to:

Advantage Oilfield Group
127 Southwest Dr SW
Medicine Hat, Alberta T1A 8E8

Ship to:

Advantage Oilfield Group
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: New Building - Dunmore			
			Progress #2	G		458,743.00
			Less - Progress #1	G		-220,000.00
			G - GST 5.00%			
			GST			11,937.15
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By:				Tracking Number:		
Comment: Thank you for your patronage / trusting all is satisfactory					Total Amount	250,680.15
Sold By:						

SilCan Contracting (MH) Ltd.

P.O. Box 1184
Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX C

Invoice No.: 522
Date: 03/10/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Advantage Oilfield Group
127 Southwest Dr SW
Medicine Hat, Alberta T1A 8E8

Ship to:

Advantage Oilfield Group
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			Prog #3	G		190,476.19
			G - GST 5.00%			
			GST			9,523.81
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory					Total Amount	200,000.00
Sold By:						

SilCan Contracting (MH) Ltd.

P.O. Box 1184
Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX C

Invoice No.: 535
Date: 06/03/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: Pole Building Renovations			
			- Progress #1	G		70,000.00
			G - GST 5.00%			
			GST			3,500.00
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By:				Tracking Number:		
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						

SilCan Contracting (MH) Ltd.

P.O. Box 1184
Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX C

Invoice No.: 530
Date: 06/03/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			FINAL INVOICE			
			- Contract Amount	G		973,981.00
			Less previous progress	G		-649,219.19
			G - GST 5.00%			
			GST			16,237.09
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory					Total Amount	340,978.90
Sold By:						

**P.O. Box 1184
Medicine Hat, Alberta T1A 7H3**

APPENDIX C

Invoice No.: 542
Date: 07/31/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: Pole Bldg Reno's	G		15,450.00
			G - GST 5.00%			772.50
			GST			
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						
					Total Amount	16,222.50

SilCan Contracting (MH) Ltd.

APPENDIX C

Customer Aged Detail As at 06/18/2010

Source	Date	Transaction Type	Total	Current	31 to 60	61 to 90	91+
Advantage Oilfield Group							
494	09/15/2008	Bill	231,000.00	-	-	-	231,000.00
882505	10/02/2008	Payment	-231,000.00	-	-	-	-231,000.00
495	10/31/2008	Bill	250,680.15	-	-	-	250,680.15
882509	11/14/2008	Payment	-250,680.15	-	-	-	-250,680.15
522	03/10/2009	Bill	200,000.00	-	-	-	200,000.00
6565	03/10/2009	Payment	-200,000.00	-	-	-	-200,000.00
Total outstanding:			-	-	-	-	-
Total unpaid bills:			-	-	-	-	-
Total deposits/prepaid contract:			-	-	-	-	-
Total outstanding:			-	-	-	-	-

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX C

Invoice No.: 607
Date: 02/28/2010
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta
T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			GST Reversed (bankrupt)	G		-219,715.49
			G - GST 5.00%			
			GST			-10,985.77
			GST, not included			-0.14

SilCan Contracting (MH) Ltd.

APPENDIX C

Customer Aged Detail As at 06/18/2010

Source	Date	Transaction Type	Total	Current	31 to 60	61 to 90	91+
Ranco Holdings Ltd.							
530	06/03/2009	Bill	340,978.90	-	-	-	340,978.90
882541	08/19/2009	Payment	-200,000.00	-	-	-	-200,000.00
535	06/03/2009	Bill	73,500.00	-	-	-	73,500.00
542	07/31/2009	Bill	16,222.50	-	-	-	16,222.50
607	02/28/2010	Bill	-230,701.40	-	-	-	-230,701.40
Total outstanding:			-	-	-	-	-
Total unpaid bills:			-	-	-	-	-
Total deposits/prepaid contract:			-	-	-	-	-
Total outstanding:			-	-	-	-	-

APPENDIX D

Silcan Additional Documents

Proposal

APPENDIX D

Silcan Contracting (MH) Ltd.

1326 - 17th Street S.E.
Medicine Hat, Alberta T1A 2A8

527-4831

PROPOSAL SUBMITTED TO Advantage Oilfield		PHONE	DATE Feb 8 / 08
STREET		JOB NAME New Building	
CITY, PROVINCE AND POSTAL CODE		JOB LOCATION Dunmore	
DATE OF PLANS		JOB PHONE	

ATT: Chris

We hereby submit specifications and estimates for:

Break out prices for Items Included In Quote:

- Reception Desk 10,000.00
- Staircase including Railings 17,000.00
- Optional Door to Shop 1,150.00
- Fencing 17,000.00
- Elec Gate 8,000.00
- Paving 27,000.00

- GST Not Included

We Propose hereby to furnish material and labour - complete in accordance with above specifications, for the sum of:

dollars (\$ **973,961.00**)

Payment to be made as follows:

G.S.T.

TOTAL

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, windstorm and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

SilCan Contracting (MH) Ltd.
Job Site Income Detail 09/01/2007 to 05/30/2011

APPENDIX D

Date	Description	Source	JE#	Amount	Cumulative
28033 - Advantage Oil Building					
REVENUE					
4020	Construction Revenue				
09/15/2008	Advantage Oilfield Group	494	J150	220,000.00	220,000.00
10/31/2008	Advantage Oilfield Group	495	J151	238,743.00	458,743.00
03/10/2009	522, Advantage Oilfield Group	6565	J1192	190,476.19	649,219.19
06/03/2009	Ranco Holdings Ltd.	530	J1609	324,741.81	973,961.00
				<u>973,961.00</u>	
TOTAL REVENUE				<u>973,961.00</u>	
EXPENSE					
5020	D.C. - Materials				
07/22/2008	Kulpe Lumber Sales	202172	J1478	12.28	12.28
07/22/2008	Kulpe Lumber Sales	202288	J1479	64.18	76.46
07/24/2008	A & B Steel	15846	J1462	542.40	618.86
07/24/2008	Kurt's Iron Works	5683	J1529	216.00	834.86
07/24/2008	Burnco Rock Products Ltd	972903	J1533	2,090.00	2,924.86
07/25/2008	Kulpe Lumber Sales	202719	J1473	19.82	2,944.68
07/25/2008	Kulpe Lumber Sales	202720	J1474	226.53	3,171.21
07/25/2008	Burnco Rock Products Ltd	974838	J1517	731.50	3,902.71
07/28/2008	Kulpe Lumber Sales	202975	J1475	544.72	4,447.43
07/28/2008	Kurt's Iron Works	5696	J1530	335.00	4,782.43
07/29/2008	Kulpe Lumber Sales	203291	J1476	1,575.00	6,357.43
07/29/2008	Burnco Rock Products Ltd	974839	J1516	493.00	6,850.43
07/29/2008	Construction Supply Ltd.	19757	J1543	169.53	7,019.96
07/30/2008	Construction Supply Ltd.	19788	J1524	276.80	7,296.76
07/31/2008	Kulpe Lumber Sales	203698	J1477	51.00	7,347.76
07/31/2008	Contempora Construction	080731(9)	J1528	90,850.00	98,197.76
08/01/2008	Kulpe Lumber Sales	203903	J1472	45.95	98,243.71
08/01/2008	Construction Supply Ltd.	19834	J1523	11.54	98,255.25
08/01/2008	Burnco Rock Products Ltd	976219	J1567	2,926.00	101,181.25
08/05/2008	Construction Supply Ltd.	19882	J1521	4.19	101,185.44
08/07/2008	Kulpe Lumber Sales	204486	J1511	687.06	101,872.50
08/07/2008	Kulpe Lumber Sales	204573	J1512	27.56	101,900.06
08/08/2008	Construction Supply Ltd.	19959	J1542	46.74	101,946.80
08/14/2008	Mastercard #5191 2301 1492 2082	Aug '08	J1702	17.60	101,964.40
08/26/2008	A-Plus Equipment Rentals	33110	J1681	40.00	102,004.40
08/26/2008	A-Plus Equipment Rentals	33114	J1682	177.50	102,181.90
08/27/2008	Nord International Inc.	1280812	J1573	1,300.00	103,481.90
08/31/2008	Contempora Construction	080831(1)	J1710	48,750.00	152,231.90
09/01/2008	Sanatec Environmental	21197	J37	110.00	152,341.90
09/04/2008	Construction Supply Ltd.	20394	J36	28.85	152,370.75
09/04/2008	A & B Steel	0250767	J44	3,234.60	155,605.35
09/05/2008	Construction Supply Ltd.	20416	J35	5.77	155,611.12
09/10/2008	Kulpe Lumber Sales	209277	J930	111.84	155,722.96
09/11/2008	Burnco Rock Products Ltd	994163	J32	3,539.25	159,262.21
09/14/2008	Mastercard #5191 2301 1492 2082	Sept '08	J799	203.98	159,466.19
09/15/2008	Kulpe Lumber Sales	210035	J936	337.30	159,803.49
09/16/2008	Kulpe Lumber Sales	210175	J895	177.90	159,981.39
09/17/2008	Kulpe Lumber Sales	210285	J933	834.26	160,815.65
09/17/2008	Kulpe Lumber Sales	210321	J934	198.47	161,014.12
09/17/2008	Kulpe Lumber Sales	210409	J935	205.91	161,220.03
09/18/2008	Burnco Rock Products Ltd	997619	J57	438.00	161,658.03
09/18/2008	Kulpe Lumber Sales	210509	J897	79.24	161,737.27
09/18/2008	Kulpe Lumber Sales	210689	J899	3,804.10	165,541.37
09/18/2008	Kulpe Lumber Sales	210699	J900	32.94	165,574.31
09/19/2008	Medicine Hat Co-op Limited	11474B	J42	569.94	166,144.25
09/19/2008	Kulpe Lumber Sales	210721	J902	169.42	166,313.67
09/22/2008	Medicine Hat Co-op Limited	11840B	J43	96.34	166,410.01
09/22/2008	Kulpe Lumber Sales	211048	J905	90.49	166,500.50
09/23/2008	Kulpe Lumber Sales	211246	J908	73.00	166,573.50
09/23/2008	Kulpe Lumber Sales	211292	J909	35.91	166,609.41
09/23/2008	Kulpe Lumber Sales	211358	J911	1,158.21	167,767.62
09/26/2008	City of Medicine Hat	7261632	J49	29.48	167,797.10
09/30/2008	Medicine Hat Co-op Limited	133488	J40	9.29	167,806.39

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09/30/2008	Kulpe Lumber Sales	212304	J913	61.46	167,867.85
10/01/2008	Sanatec Environmental	21454	J101	100.00	167,967.85
10/02/2008	Steep Rock Const'n Mat's Ltd.	PIT-23981	J107	485.32	168,453.17
10/04/2008	Burnco Rock Products Ltd	4515	J99	1,484.00	169,937.17
10/04/2008	Medicine Hat Co-op Limited	14173G	J432	3.90	169,941.07
10/06/2008	Burnco Rock Products Ltd	4905	J98	816.75	170,757.82
10/06/2008	Kulpe Lumber Sales	213138	J919	39.07	170,796.89
10/06/2008	Kulpe Lumber Sales	213252	J920	65.97	170,862.86
10/07/2008	Burnco Rock Products Ltd	6388	J92	1,179.75	172,042.61
10/14/2008	Construction Supply Ltd.	21206	J104	168.00	172,210.61
10/14/2008	Mastercard #5191 2301 1492 2082	Oct '08	J192	4,450.00	176,660.61
10/14/2008	Kulpe Lumber Sales	213978	J885	427.25	177,087.86
10/14/2008	Kulpe Lumber Sales	213992	J886	778.64	177,866.50
10/14/2008	Kulpe Lumber Sales	214034	J887	18.02	177,884.52
10/15/2008	Kulpe Lumber Sales	214209	J888	202.46	178,086.98
10/15/2008	Kulpe Lumber Sales	214336	J889	-225.00	177,861.98
10/16/2008	Kulpe Lumber Sales	214350	J890	116.74	177,978.72
10/16/2008	Kulpe Lumber Sales	214363	J891	112.50	178,091.22
10/21/2008	Kulpe Lumber Sales	215152	J243	229.60	178,320.82
10/22/2008	Kulpe Lumber Sales	215236	J241	12.13	178,332.95
10/22/2008	Kulpe Lumber Sales	215355	J242	-71.90	178,261.05
10/23/2008	Burnco Rock Products Ltd	012822	J225	907.50	179,168.55
10/25/2008	Kulpe Lumber Sales	215837	J223	32.94	179,201.49
10/27/2008	Lawn Shop Services (MH)Ltd	212361	J252	972.73	180,174.22
10/28/2008	Burnco Rock Products Ltd	015463	J251	816.75	180,990.97
10/31/2008	Kulpe Lumber Sales	216728	J217	110.00	181,100.97
10/31/2008	BFI Canada - Medicine Hat	C40-0002...	J235	409.64	181,510.61
11/03/2008	Kulpe Lumber Sales	216899	J234	314.84	181,825.45
11/04/2008	E.D. Marketing Enterprises Ltd.	10885	J438	2,450.00	184,275.45
11/05/2008	Kulpe Lumber Sales	217225	J230	94.92	184,370.37
11/05/2008	Kulpe Lumber Sales	217335	J231	48.82	184,419.19
11/05/2008	Kulpe Lumber Sales	217355	J232	8.13	184,427.32
11/05/2008	Kulpe Lumber Sales	217404	J233	87.60	184,514.92
11/05/2008	A-Plus Equipment Rentals	33488	J309	60.00	184,574.92
11/10/2008	Overhead Door & The Door Store	30543	J426	38,435.78	223,010.70
11/12/2008	Burnco Rock Products Ltd	020323	J395	629.14	223,639.84
11/12/2008	Construction Supply Ltd.	21542	J440	24.06	223,663.90
11/13/2008	Kulpe Lumber Sales	218235	J407	100.29	223,764.19
11/14/2008	Mastercard #5191 2301 1492 2082	Nov '08a	J790	204.95	223,969.14
11/17/2008	A & B Steel	0257205	J425	4,337.50	228,306.64
11/18/2008	Kulpe Lumber Sales	218864	J405	123.24	228,429.88
11/19/2008	Kulpe Lumber Sales	218975	J403	29.54	228,459.42
11/19/2008	Kulpe Lumber Sales	218981	J404	6.98	228,466.40
11/21/2008	A & B Steel	0258245	J369	109.67	228,576.07
11/21/2008	MM "Metal Mart Ltd."	48827	J390	22.00	228,598.07
11/24/2008	Citibank M/C #5177 5900 8834 2783	Nov '08	J478	71.43	228,669.50
11/24/2008	Burnco Rock Products Ltd	022813	J483	957.14	229,626.64
11/25/2008	A & B Steel	0257724	J456	985.05	230,611.69
11/25/2008	Burnco Rock Products Ltd	022814	J482	544.14	231,155.83
11/26/2008	Kulpe Lumber Sales	219950	J401	141.03	231,296.86
11/28/2008	Kulpe Lumber Sales	220295	J402	56.59	231,353.45
12/02/2008	Kulpe Lumber Sales	220681	J565	98.15	231,451.60
12/03/2008	Kulpe Lumber Sales	220810	J564	63.51	231,515.11
12/04/2008	Kulpe Lumber Sales	221021	J563	32.95	231,548.06
12/10/2008	MM "Metal Mart Ltd."	49065	J602	54.60	231,602.66
12/12/2008	A-Plus Equipment Rentals	33648	J580	73.00	231,675.66
12/14/2008	Mastercard #5191 2301 1492 2082	Dec '08	J863	49.98	231,725.64
12/17/2008	MM "Metal Mart Ltd."	49107	J601	5,787.20	237,512.84
12/17/2008	Kulpe Lumber Sales	222333	J607	7.32	237,520.16
12/18/2008	Kulpe Lumber Sales	222427	J650	99.45	237,619.61
12/24/2008	D & D Oilfield Rentals Corp.	27482	J515	170.00	237,789.61
12/31/2008	C40-0001509b, BFI Canada - Medici...	1271	J669	219.35	238,008.96
01/01/2009	Sanatec Environmental	22163	J642	127.50	238,136.46
01/07/2009	A & B Steel	0262203	J990	214.80	238,351.26
01/12/2009	Kulpe Lumber Sales	223653	J663	99.66	238,450.92

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01/12/2009	Kulpe Lumber Sales	223682	J664	37.47	238,488.39
01/13/2009	Kulpe Lumber Sales	223816	J660	-26.50	238,461.89
01/13/2009	Kulpe Lumber Sales	223865	J662	17.54	238,479.43
01/13/2009	Construction Supply Ltd.	21847	J772	14.55	238,493.98
01/15/2009	Kulpe Lumber Sales	224036	J764	1,212.33	239,706.31
01/19/2009	Kulpe Lumber Sales	224322	J761	1,041.19	240,747.50
01/19/2009	Kulpe Lumber Sales	224430	J763	51.72	240,799.22
01/19/2009	Construction Supply Ltd.	21861	J770	190.92	240,990.14
01/20/2009	MM "Metal Mart Ltd."	49261	J999	1,885.58	242,875.72
01/21/2009	Burnco Rock Products Ltd	15029587	J996	13,277.51	256,153.23
01/22/2009	Construction Supply Ltd.	21878	J769	190.92	256,344.15
01/23/2009	Kulpe Lumber Sales	224826	J976	64.32	256,408.47
01/23/2009	A-Plus Equipment Rentals	33755	J1008	120.00	256,528.47
01/24/2009	Medicine Hat Co-op Limited	30885A	J959	19.98	256,548.45
01/24/2009	Medicine Hat Co-op Limited	30849B	J960	16.58	256,565.03
01/24/2009	Medicine Hat Co-op Limited	30890B	J961	-16.58	256,548.45
01/26/2009	Western Canada Wldg Prod's	281206	J774	19.61	256,568.06
01/26/2009	Kulpe Lumber Sales	224950	J977	82.26	256,650.32
01/27/2009	Kulpe Lumber Sales	225077	J978	12.31	256,662.63
01/28/2009	Kulpe Lumber Sales	225197	J979	46.15	256,708.78
01/30/2009	Western Canada Wldg Prod's	281623	J775	85.07	256,793.85
01/31/2009	Shoemaker Drywall Supplies - MH	41925	J971	11.40	256,805.25
02/02/2009	Construction Supply Ltd.	21914	J1031	7.41	256,812.66
02/02/2009	MM "Metal Mart Ltd."	49346	J1112	511.50	257,324.16
02/04/2009	Kulpe Lumber Sales	225869	J985	88.21	257,412.37
02/04/2009	A & B Steel	0263295	J1142	403.96	257,816.33
02/05/2009	Western Canada Wldg Prod's	282119	J1011	19.61	257,835.94
02/06/2009	Kulpe Lumber Sales	226095	J954	90.72	257,926.66
02/10/2009	Kulpe Lumber Sales	226453	J951	11.70	257,938.36
02/11/2009	Kulpe Lumber Sales	226525	J949	11.50	257,949.86
02/11/2009	A & B Steel	0263047	J1164	43.33	257,993.19
02/12/2009	Construction Supply Ltd.	21969	J883	25.53	258,018.72
02/12/2009	Kulpe Lumber Sales	226683	J947	48.37	258,067.09
02/14/2009	Mastercard #5191 2301 1492 2082	Feb '09	J1135	5,250.00	263,317.09
02/17/2009	A & B Steel	0263699	J1145	88.13	263,405.22
02/18/2009	Kulpe Lumber Sales	227060	J1102	1,829.28	265,234.50
02/18/2009	MM "Metal Mart Ltd."	49490	J1113	793.50	266,028.00
02/20/2009	Medicine Hat Co-op Limited	33798b	J1177	19.50	266,047.50
02/21/2009	Kulpe Lumber Sales	227461	J1123	477.31	266,524.81
02/23/2009	Kulpe Lumber Sales	227564	J1122	157.68	266,682.49
02/23/2009	A & B Steel	0264197	J1162	9.38	266,691.87
02/25/2009	Kulpe Lumber Sales	227766	J1117	-11.65	266,680.22
02/25/2009	Kulpe Lumber Sales	227794	J1118	18.52	266,698.74
02/28/2009	AgCom Petroleum Sales Ltd.	Feb '09	J1108	232.27	266,931.01
02/28/2009	BFI Canada - Medicine Hat	C40-0002...	J1168	155.00	267,086.01
03/03/2009	Alta-Wide Builders Supplies	228014	J1314	59.50	267,145.51
03/05/2009	Capitol Glass Ltd.	113661	J1292	390.00	267,535.51
03/05/2009	Alta-Wide Builders Supplies	228196	J1318	4,468.41	272,003.92
03/06/2009	Sanatec Environmental	22522	J1170	95.00	272,098.92
03/09/2009	Alta-Wide Builders Supplies	228424	J1315	16.68	272,115.60
03/09/2009	Alta-Wide Builders Supplies	228443	J1316	501.14	272,616.74
03/10/2009	Alta-Wide Builders Supplies	228550	J1319	15.59	272,632.33
03/11/2009	Alta-Wide Builders Supplies	228656	J1320	23.83	272,656.16
03/11/2009	MM "Metal Mart Ltd."	49640	J1349	19.00	272,675.16
03/12/2009	Capitol Glass Ltd.	113695	J1293	243.00	272,918.16
03/12/2009	Alta-Wide Builders Supplies	228696	J1321	1,064.90	273,983.06
03/14/2009	Alta-Wide Builders Supplies	228852	J1322	57.96	274,041.02
03/14/2009	Mastercard #5191 2301 1492 2082	Mar '09	J2473	1,800.07	275,841.09
03/16/2009	Construction Supply Ltd.	22082	J1175	25.63	275,866.72
03/16/2009	Alta-Wide Builders Supplies	228918	J1323	397.33	276,264.05
03/16/2009	Alta-Wide Builders Supplies	228971	J1324	42.38	276,306.43
03/16/2009	MM "Metal Mart Ltd."	49670	J1350	14.25	276,320.68
03/17/2009	Prestige Window & Door	145874	J1301	498.00	276,818.68
03/18/2009	Overhead Door & The Door Store	31212	J1299	1,122.50	277,941.18
03/18/2009	Alta-Wide Builders Supplies	229124	J1327	909.15	278,850.33

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03/18/2009	Alta-Wide Builders Supplies	229149	J1328	25.44	278,875.77
03/19/2009	Cypress County	R1077472...	J1266	407.00	279,282.77
03/19/2009	Alta-Wide Builders Supplies	229219	J1329	37.53	279,320.30
03/19/2009	Alta-Wide Builders Supplies	229265	J1331	-210.38	279,109.92
03/23/2009	MM "Metal Mart Ltd."	49747	J1352	76.50	279,186.42
03/24/2009	Alta-Wide Builders Supplies	229482	J1332	73.39	279,259.81
03/24/2009	Alta-Wide Builders Supplies	229483	J1333	3.92	279,263.73
03/25/2009	Alta-Wide Builders Supplies	229602	J1337	833.16	280,096.89
03/27/2009	Alta-Wide Builders Supplies	229808	J1339	13.10	280,109.99
03/28/2009	Alta-Wide Builders Supplies	229902	J1341	368.00	280,477.99
03/28/2009	Alta-Wide Builders Supplies	229919	J1342	64.40	280,542.39
03/30/2009	City of Medicine Hat	7270029	J1234	12.50	280,554.89
03/30/2009	Medicine Hat Co-op Limited	38746B	J1277	11.44	280,566.33
03/31/2009	BFI Canada - Medicine Hat	C40-0002...	J1270	724.91	281,291.24
03/31/2009	Capitol Glass Ltd.	113802	J1290	4,652.50	285,943.74
03/31/2009	Capitol Glass Ltd.	113801	J1291	13,072.50	299,016.24
03/31/2009	A & B Steel	0266544	J1356	62.77	299,079.01
03/31/2009	A & B Steel	0266634	J1357	69.52	299,148.53
04/01/2009	MM "Metal Mart Ltd."	49845	J1445	224.75	299,373.28
04/02/2009	Alta-Wide Builders Supplies	230348	J1532	24.33	299,397.61
04/07/2009	Alta-Wide Builders Supplies	230710	J1531	125.44	299,523.05
04/08/2009	Alta-Wide Builders Supplies	230902	J1530	-81.84	299,441.21
04/14/2009	Alta-Wide Builders Supplies	231249	J1586	92.00	299,533.21
04/14/2009	Mastercard #5191 2301 1492 2082	Apr '09	J2475	1,017.29	300,550.50
04/20/2009	Alta-Wide Builders Supplies	231812	J1516	135.60	300,686.10
04/20/2009	Alta-Wide Builders Supplies	231850	J1517	63.10	300,749.20
04/21/2009	Alta-Wide Builders Supplies	231942	J1515	22.03	300,771.23
04/22/2009	Burnco Rock Products Ltd	IS041415	J1486	481.00	301,252.23
04/23/2009	Jim's Electric (2006) Ltd.	14400	J1500	2,955.15	304,207.38
04/23/2009	Citibank M/C #5177 5900 8834 2783	Apr '09	J1533	38.49	304,245.87
04/24/2009	A & B Steel	9005156	J1470	-59.77	304,186.10
04/30/2009	BFI Canada - Medicine Hat	C40-0002...	J1473	85.76	304,271.86
04/30/2009	Alta-Wide Builders Supplies	233136	J1505	19.70	304,291.56
04/30/2009	Alta-Wide Builders Supplies	233140	J1506	16.20	304,307.76
05/01/2009	Burnco Rock Products Ltd	IS044432	J1675	571.50	304,879.26
05/22/2009	Citibank M/C #5177 5900 8834 2783	May '09	J1825	150.00	305,029.26
06/01/2009	Burnco Rock Products Ltd	IS053029	J1723	691.25	305,720.51
06/23/2009	Citibank M/C #5177 5900 8834 2783	June '09	J2450	35.70	305,756.21
07/02/2009	A & B Steel	0275889	J2167	8.58	305,764.79
08/18/2009	MM "Metal Mart Ltd."	52051	J2417	28.00	305,792.79
				305,792.79	
5040	D.C. - Subcontracts				
06/30/2008	Sunwise Engineering Ltd.	2593	J1417	972.50	306,765.29
07/22/2008	Arts Excavating	19494	J1547	292.00	307,057.29
07/28/2008	Arts Excavating	19495	J1548	1,276.00	308,333.29
08/07/2008	Enviro Geo Testing	9139	J1789	545.00	308,878.29
08/18/2008	Manuel Engineering Ltd.	1070	J1563	550.00	309,428.29
08/21/2008	Focus Intec.	41119	J1575	990.00	310,418.29
08/25/2008	Arts Excavating	19636	J1708	2,144.21	312,562.50
08/26/2008	Arts Excavating	19653	J1717	841.22	313,403.72
09/01/2008	Tisnic Excavating	1045	J48	900.00	314,303.72
10/20/2008	Falke Construction	1941	J105	44,400.00	358,703.72
10/25/2008	Jim's Electric (2006) Ltd.	1090	J236	10,080.00	368,783.72
10/25/2008	Shoemaker Drywall Supplies - MH	IN394322	J477	61.22	368,844.94
11/25/2008	Gas City Drywall	13732	J379	8,026.20	376,871.14
11/25/2008	Jim's Electric (2006) Ltd.	1124	J1374	14,580.00	391,451.14
11/30/2008	BFI Canada - Medicine Hat	C40-0002...	J485	237.77	391,688.91
12/03/2008	Norman Construction	12/3/08	J550	14,990.00	406,678.91
12/19/2008	Capitol Glass Ltd.	113361	J644	28,800.00	435,478.91
12/23/2008	Jim's Electric (2006) Ltd.	1152	J598	9,078.75	444,557.66
01/16/2009	Transit Paving	3064	J767	14,000.00	458,557.66
01/20/2009	Jim's Electric (2006) Ltd.	1183	J768	5,490.00	464,047.66
01/24/2009	Gas City Drywall	13805	J776	27,000.00	491,047.66
01/31/2009	BFI Canada - Medicine Hat	C40-0002...	J993	289.45	491,337.11
02/01/2009	Sanatec Environmental	22328	J984	127.00	491,464.11

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02/05/2009	Starks Plumbing & Heating	3372	J995	86,000.00	577,464.11
02/11/2009	City of Medicine Hat	310878	J956	33,330.00	610,794.11
02/12/2009	Kurt's Iron Works	1408	J1176	4,830.00	615,624.11
02/13/2009	1729, WT Holdings	1352	J1100	1,097.57	616,721.68
02/20/2009	Adv Oil, MTM Enterprise	1324	J1043	6,786.00	623,507.68
02/23/2009	Jim's Electric (2006) Ltd.	1210	J1151	10,890.00	634,397.68
02/24/2009	Gas City Drywall	13832	J1347	7,740.00	642,137.68
02/25/2009	Starks Plumbing & Heating	3380	J1148	61,300.50	703,438.18
02/26/2009	Silchstone Flooring	022609	J1209	1,840.00	705,278.18
03/01/2009	Sanatec Environmental	22495	J1110	127.00	705,405.18
03/03/2009	Falke Construction	1985	J1180	11,600.00	717,005.18
03/08/2009	Works N Wood	1814	J1181	17,886.76	734,891.94
03/10/2009	ADV-DUN, Silchstone Flooring	1327	J1070	5,980.00	740,871.94
03/13/2009	Kurt's Iron Works	1482	J1755	760.00	741,631.94
03/17/2009	Kurt's Iron Works	1498	J1305	160.00	741,791.94
03/18/2009	Starks Plumbing & Heating	29511	J1298	2,448.50	744,240.44
03/19/2009	MTM Enterprise	200862	J1265	1,351.87	745,592.31
03/25/2009	Starks Plumbing & Heating	3419	J1304	29,289.50	774,881.81
03/25/2009	M & R Contractor Ltd.	212	J1311	780.00	775,661.81
03/25/2009	Jim's Electric (2006) Ltd.	1262	J1312	33,063.75	808,725.56
03/25/2009	Jim's Electric (2006) Ltd.	1263	J1313	9,242.50	817,968.06
03/30/2009	Gas City Drywall	13893	J1343	2,238.00	820,206.06
03/30/2009	Gas City Drywall	13894	J1345	5,891.80	826,097.86
03/31/2009	Creative Floor Coverings	10179	J1361	24,761.40	850,859.26
03/31/2009	Prairie Precast	902	J1404	5,015.00	855,874.26
04/01/2009	Kurt's Iron Works	1535	J1287	21,940.00	877,814.26
04/01/2009	Jim's Electric (2006) Ltd.	14391	J1490	1,345.25	879,159.51
04/02/2009	Focus Intec.	313308	J1272	875.00	880,034.51
04/09/2009	Keyway Security Locksmiths	50517	J1458	113.80	880,148.31
04/23/2009	Jim's Electric (2006) Ltd.	14421	J1491	120.00	880,268.31
04/23/2009	Jim's Electric (2006) Ltd.	14422	J1492	251.80	880,520.11
04/23/2009	Jim's Electric (2006) Ltd.	14423	J1493	2,020.55	882,540.66
04/23/2009	Jim's Electric (2006) Ltd.	14424	J1494	898.50	883,439.16
04/23/2009	Jim's Electric (2006) Ltd.	14425	J1495	534.60	883,973.76
04/23/2009	Jim's Electric (2006) Ltd.	14426	J1496	206.05	884,179.81
04/23/2009	Jim's Electric (2006) Ltd.	14397	J1497	2,024.75	886,204.56
04/23/2009	Jim's Electric (2006) Ltd.	14398	J1498	1,016.40	887,220.96
04/23/2009	Jim's Electric (2006) Ltd.	14399	J1499	1,933.00	889,153.96
04/30/2009	Works N Wood	1824	J1403	5,962.24	895,116.20
05/14/2009	Jim's Electric (2006) Ltd.	14534	J1744	281.05	895,397.25
05/19/2009	Transit Paving	79	J1756	23,796.00	919,193.25
05/27/2009	Altogas Utilities	2075907	J1739	500.00	919,693.25
06/17/2009	Jim's Electric (2006) Ltd.	14677	J1970	411.10	920,104.35
09/01/2009	Jim's Electric (2006) Ltd.	14477	J824	1,297.58	921,401.93
10/25/2009	E B Finishing Ltd.	1196	J368	4,730.00	926,131.93
12/24/2009	Jim's Electric (2006) Ltd.	1589	J827	-6,935.24	919,196.69
08/25/2010	Starks Plumbing & Heating	J000473	J1494	-29,347.00	889,849.69
08/31/2010	MTM Enterprise	rev #2008...	J1720	-1,351.87	888,497.82
				582,705.03	
5080	D.C. - Other				
08/14/2008	Mastercard #5191 2301 1492 2082	Aug '08	J1702	4,398.75	892,896.57
11/01/2008	Sanatec Environmental	21765	J216	155.00	893,051.57
12/01/2008	Sanatec Environmental	21961	J383	127.50	893,179.07
02/14/2009	City of Medicine Hat	7268526	J1183	81.25	893,260.32
10/12/2010	Cypress County - Returned Deposit f...	Oct '10	J625	-1,000.00	892,260.32
				3,762.50	
5175	BAD DEBT				
02/28/2010	Ranco Holdings Ltd.	607	J1722	219,715.49	1,111,975.81
5300	Wages				
07/10/2008	Jesse Silcher	996	J1806	348.40	1,112,324.21
07/25/2008	Jesse Silcher	1007	J1404	482.40	1,112,806.61
08/01/2008	Brad Mistaken Chief	1014	J1435	1,109.52	1,113,916.13
08/01/2008	Harold Hubley	1015	J1436	1,061.28	1,114,977.41
08/01/2008	Dan Mastel	1016	J1437	862.96	1,115,840.37
08/01/2008	Trevor Davey	1018	J1438	1,028.59	1,116,868.96

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SilCan Contracting (MH) Ltd.**Job Site Income Detail 09/01/2007 to 05/30/2011**

APPENDIX D

Date	Description	Source	JE#	Amount	Cumulative
08/15/2008	Trevor Davey	1022	J1447	733.25	1,117,602.21
08/15/2008	Dan Mastel	1023	J1448	1,035.55	1,118,637.76
08/15/2008	Harold Hubley	1024	J1449	715.56	1,119,353.32
08/29/2008	Harold Hubley	1054	J1593	434.16	1,119,787.48
08/29/2008	Dan Mastel	1055	J1594	975.52	1,120,763.00
09/12/2008	Harold Hubley	6141	J1	418.08	1,121,181.08
09/12/2008	Dan Mastel	6136	J6	442.73	1,121,623.81
09/12/2008	Trevor Davey	6135	J7	132.39	1,121,756.20
09/26/2008	Bryan Swarbrick	6149a	J11	1,889.40	1,123,645.60
09/26/2008	Trevor Davey	6148	J13	183.31	1,123,828.91
09/26/2008	Dan Mastel	6147	J14	870.46	1,124,699.37
09/26/2008	Mike Wilson	6146	J15	1,196.35	1,125,895.72
10/10/2008	Ian Bruder	6212	J70	1,029.12	1,126,924.84
10/10/2008	Dan Mastel	6211	J71	1,073.07	1,127,997.91
10/10/2008	Trevor Davey	6210	J72	366.62	1,128,364.53
10/10/2008	Mike Wilson	6209	J79	414.86	1,128,779.39
10/10/2008	Bryan Swarbrick	1083	J1048	643.20	1,129,422.59
10/24/2008	Ian Bruder	1085	J81	1,307.84	1,130,730.43
10/24/2008	Bryan Swarbrick	1086	J82	1,983.20	1,132,713.63
10/24/2008	Mike Wilson	1092	J87	685.01	1,133,398.64
10/24/2008	Dan Mastel	1091	J88	435.23	1,133,833.87
11/07/2008	Bryan Swarbrick	1110	J286	2,224.40	1,136,058.27
11/07/2008	Ian Bruder	1111	J287	1,232.80	1,137,291.07
11/07/2008	Dan Mastel	1112	J290	938.00	1,138,229.07
11/21/2008	Ian Bruder	1136	J296	1,650.88	1,139,879.95
11/21/2008	Bryan Swarbrick	1137	J297	2,130.60	1,142,010.55
11/21/2008	Dan Mastel	1141	J302	517.78	1,142,528.33
11/21/2008	Mike Wilson	1144	J307	57.89	1,142,586.22
12/05/2008	Ian Bruder	1157	J342	1,897.44	1,144,483.66
12/05/2008	Bryan Swarbrick	1158	J346	2,680.00	1,147,163.66
12/05/2008	Harold Hubley	1160	J349	64.32	1,147,227.98
12/05/2008	Dan Mastel	1161	J350	450.24	1,147,678.22
12/05/2008	Harold Hubley	1285	J725	-64.32	1,147,613.90
12/19/2008	Dan Mastel	1190	J461	52.53	1,147,666.43
12/19/2008	Ian Bruder	1192	J463	557.44	1,148,223.87
12/19/2008	Bryan Swarbrick	1193	J464	1,701.80	1,149,925.67
12/31/2008	Mike Wilson	1206	J498	135.07	1,150,060.74
12/31/2008	Harold Hubley	1286	J727	64.32	1,150,125.06
01/02/2009	Bryan Swarbrick	1209	J501	1,058.60	1,151,183.66
01/02/2009	Dan Mastel	1210	J502	82.54	1,151,266.20
01/02/2009	Ian Bruder	1211	J503	557.44	1,151,823.64
01/16/2009	Harold Hubley	1251	J620	731.64	1,152,555.28
01/16/2009	Mike Wilson	1252	J621	395.57	1,152,950.85
01/16/2009	Ian Bruder	1253	J622	589.60	1,153,540.45
01/16/2009	Trevor Davey	1254	J623	173.13	1,153,713.58
01/16/2009	Dan Mastel	1255	J624	322.67	1,154,036.25
01/16/2009	Bryan Swarbrick	1256	J625	2,572.80	1,156,609.05
01/30/2009	Bryan Swarbrick	1279	J711	2,586.20	1,159,195.25
01/30/2009	Harold Hubley	1280	J712	1,583.88	1,160,779.13
01/30/2009	Mike Wilson	1282	J713	366.62	1,161,145.75
01/30/2009	Ian Bruder	1281	J714	1,061.28	1,162,207.03
01/30/2009	Dan Mastel	1283	J715	352.69	1,162,559.72
02/12/2009	Bryan Swarbrick	1292	J787	2,398.60	1,164,958.32
02/13/2009	Ian Bruder	1295	J793	300.16	1,165,258.48
02/13/2009	Dan Mastel	1296	J794	105.06	1,165,363.54
02/13/2009	Harold Hubley	1299	J797	1,463.28	1,166,826.82
02/27/2009	Bryan Swarbrick	1317	J1036	1,822.40	1,168,649.22
02/27/2009	Dan Mastel	1318	J1037	45.02	1,168,694.24
02/27/2009	Trevor Davey	1320	J1039	213.86	1,168,908.10
03/13/2009	Trevor Davey	1342	J1087	560.12	1,169,468.22
03/13/2009	Ian Bruder	1343	J1088	975.52	1,170,443.74
03/13/2009	Harold Hubley	1344	J1089	184.92	1,170,628.66
03/13/2009	Bryan Swarbrick	1345	J1090	2,398.60	1,173,027.26
03/13/2009	Dan Mastel	1346	J1091	382.70	1,173,409.96
03/27/2009	Bryan Swarbrick	1367	J1212	2,224.40	1,175,634.36

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Date	Description	Source	JE#	Amount	Cumulative
03/27/2009	Trevor Davey	1369	J1214	723.06	1,176,357.42
03/27/2009	Ian Bruder	1371	J1217	1,007.68	1,177,365.10
03/27/2009	Dan Mastel	1372	J1218	608.90	1,177,974.00
03/27/2009	Jesse Silcher	1375	J1221	144.72	1,178,118.72
03/27/2009	Harold Hubley	1368	J2477	144.72	1,178,263.44
04/09/2009	Bryan Swarbrick	6224	J1225	951.40	1,179,214.84
04/09/2009	Dan Mastel	6226	J1227	154.37	1,179,369.21
04/24/2009	Bryan Swarbrick	1389	J1278	187.60	1,179,556.81
04/24/2009	Dan Mastel	1391	J1280	471.68	1,180,028.49
05/08/2009	Trevor Davey	1406	J1406	75.04	1,180,103.53
05/08/2009	Dan Mastel	1407	J1407	737.54	1,180,841.07
05/08/2009	Bryan Swarbrick	1408	J1408	160.80	1,181,001.87
05/08/2009	Pete Steinbacher	1414	J1414	1,835.80	1,182,837.67
05/08/2009	Jesse Silcher	1416	J1432	64.32	1,182,901.99
05/22/2009	Bryan Swarbrick	1437	J1597	93.80	1,182,995.79
06/05/2009	Pete Steinbacher	1456	J1634	174.20	1,183,169.99
06/05/2009	Dan Mastel	1457	J1637	300.16	1,183,470.15
07/03/2009	Dan Mastel	1500	J1836	77.18	1,183,547.33
				71,571.52	
5310	UI Expense				
07/10/2008	Jesse Silcher	996	J1806	8.44	1,183,555.77
07/25/2008	Jesse Silcher	1007	J1404	11.69	1,183,567.46
08/01/2008	Brad Mistaken Chief	1014	J1435	2.37	1,183,569.83
08/01/2008	Harold Hubley	1015	J1436	25.71	1,183,595.54
08/01/2008	Dan Mastel	1016	J1437	20.90	1,183,616.44
08/01/2008	Trevor Davey	1018	J1438	24.91	1,183,641.35
08/15/2008	Trevor Davey	1022	J1447	17.76	1,183,659.11
08/15/2008	Dan Mastel	1023	J1448	25.08	1,183,684.19
08/15/2008	Harold Hubley	1024	J1449	17.33	1,183,701.52
08/29/2008	Harold Hubley	1054	J1593	10.51	1,183,712.03
08/29/2008	Dan Mastel	1055	J1594	23.63	1,183,735.66
09/12/2008	Harold Hubley	6141	J1	10.13	1,183,745.79
09/12/2008	Dan Mastel	6136	J6	10.72	1,183,756.51
09/12/2008	Trevor Davey	6135	J7	3.20	1,183,759.71
09/26/2008	Bryan Swarbrick	6149a	J11	45.76	1,183,805.47
09/26/2008	Trevor Davey	6148	J13	4.44	1,183,809.91
09/26/2008	Dan Mastel	6147	J14	21.08	1,183,830.99
09/26/2008	Mike Wilson	6146	J15	28.98	1,183,859.97
10/10/2008	Ian Bruder	6212	J70	24.93	1,183,884.90
10/10/2008	Dan Mastel	6211	J71	25.99	1,183,910.89
10/10/2008	Trevor Davey	6210	J72	8.88	1,183,919.77
10/10/2008	Mike Wilson	6209	J79	10.05	1,183,929.82
10/10/2008	Bryan Swarbrick	1083	J1048	15.58	1,183,945.40
10/24/2008	Ian Bruder	1085	J81	31.68	1,183,977.08
10/24/2008	Bryan Swarbrick	1086	J82	48.02	1,184,025.10
10/24/2008	Mike Wilson	1092	J87	16.59	1,184,041.69
10/24/2008	Dan Mastel	1091	J88	10.54	1,184,052.23
11/07/2008	Bryan Swarbrick	1110	J286	53.88	1,184,106.11
11/07/2008	Ian Bruder	1111	J287	29.86	1,184,135.97
11/07/2008	Dan Mastel	1112	J290	22.72	1,184,158.69
11/21/2008	Ian Bruder	1136	J296	39.98	1,184,198.67
11/21/2008	Bryan Swarbrick	1137	J297	51.60	1,184,250.27
11/21/2008	Dan Mastel	1141	J302	12.54	1,184,262.81
11/21/2008	Mike Wilson	1144	J307	1.40	1,184,264.21
12/05/2008	Ian Bruder	1157	J342	45.96	1,184,310.17
12/05/2008	Bryan Swarbrick	1158	J346	64.90	1,184,375.07
12/05/2008	Harold Hubley	1160	J349	1.55	1,184,376.62
12/05/2008	Dan Mastel	1161	J350	10.91	1,184,387.53
12/05/2008	Harold Hubley	1285	J725	-1.56	1,184,385.97
12/19/2008	Dan Mastel	1190	J461	1.27	1,184,387.24
12/19/2008	Ian Bruder	1192	J463	13.50	1,184,400.74
12/19/2008	Bryan Swarbrick	1193	J464	41.21	1,184,441.95
12/31/2008	Mike Wilson	1206	J498	3.27	1,184,445.22
12/31/2008	Harold Hubley	1286	J727	1.56	1,184,446.78
01/02/2009	Dan Mastel	1210	J502	2.00	1,184,448.78

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Date	Description	Source	JE#	Amount	Cumulative
01/02/2009	Ian Bruder	1211	J503	13.50	1,184,462.28
01/16/2009	Harold Hubley	1251	J620	17.72	1,184,480.00
01/16/2009	Mike Wilson	1252	J621	9.58	1,184,489.58
01/16/2009	Ian Bruder	1253	J622	14.28	1,184,503.86
01/16/2009	Trevor Davey	1254	J623	4.19	1,184,508.05
01/16/2009	Dan Mastel	1255	J624	7.82	1,184,515.87
01/16/2009	Bryan Swarbrick	1256	J625	62.31	1,184,578.18
01/30/2009	Bryan Swarbrick	1279	J711	62.64	1,184,640.82
01/30/2009	Harold Hubley	1280	J712	38.36	1,184,679.18
01/30/2009	Mike Wilson	1282	J713	8.88	1,184,688.06
01/30/2009	Ian Bruder	1281	J714	25.70	1,184,713.76
01/30/2009	Dan Mastel	1283	J715	8.54	1,184,722.30
02/12/2009	Bryan Swarbrick	1292	J787	58.10	1,184,780.40
02/13/2009	Ian Bruder	1295	J793	7.27	1,184,787.67
02/13/2009	Dan Mastel	1296	J794	2.54	1,184,790.21
02/13/2009	Harold Hubley	1299	J797	35.43	1,184,825.64
02/27/2009	Bryan Swarbrick	1317	J1036	44.14	1,184,869.78
02/27/2009	Dan Mastel	1318	J1037	1.09	1,184,870.87
02/27/2009	Trevor Davey	1320	J1039	5.18	1,184,876.05
03/13/2009	Trevor Davey	1342	J1087	13.56	1,184,889.61
03/13/2009	Ian Bruder	1343	J1088	23.63	1,184,913.24
03/13/2009	Harold Hubley	1344	J1089	4.48	1,184,917.72
03/13/2009	Bryan Swarbrick	1345	J1090	58.10	1,184,975.82
03/13/2009	Dan Mastel	1346	J1091	9.27	1,184,985.09
03/27/2009	Bryan Swarbrick	1367	J1212	53.87	1,185,038.96
03/27/2009	Trevor Davey	1369	J1214	17.51	1,185,056.47
03/27/2009	Ian Bruder	1371	J1217	24.40	1,185,080.87
03/27/2009	Dan Mastel	1372	J1218	14.75	1,185,095.62
03/27/2009	Jesse Silcher	1375	J1221	3.50	1,185,099.12
03/27/2009	Harold Hubley	1368	J2477	3.51	1,185,102.63
04/09/2009	Bryan Swarbrick	6224	J1225	23.04	1,185,125.67
04/09/2009	Dan Mastel	6226	J1227	3.74	1,185,129.41
04/24/2009	Bryan Swarbrick	1389	J1278	4.55	1,185,133.96
04/24/2009	Dan Mastel	1391	J1280	11.43	1,185,145.39
05/08/2009	Trevor Davey	1406	J1406	1.82	1,185,147.21
05/08/2009	Dan Mastel	1407	J1407	17.86	1,185,165.07
05/08/2009	Bryan Swarbrick	1408	J1408	3.89	1,185,168.96
05/08/2009	Pete Steinbacher	1414	J1414	44.46	1,185,213.42
05/08/2009	Jesse Silcher	1416	J1432	1.56	1,185,214.98
05/22/2009	Bryan Swarbrick	1437	J1597	2.27	1,185,217.25
06/05/2009	Pete Steinbacher	1456	J1634	4.22	1,185,221.47
06/05/2009	Dan Mastel	1457	J1637	7.27	1,185,228.74
07/03/2009	Dan Mastel	1500	J1836	1.87	1,185,230.61
				1,683.28	

5320 CPP Expense

07/10/2008	Jesse Silcher	996	J1806	14.26	1,185,244.87
07/25/2008	Jesse Silcher	1007	J1404	19.43	1,185,264.30
08/01/2008	Brad Mistaken Chief	1014	J1435	54.02	1,185,318.32
08/01/2008	Harold Hubley	1015	J1436	47.30	1,185,365.62
08/01/2008	Dan Mastel	1016	J1437	38.60	1,185,404.22
08/01/2008	Trevor Davey	1018	J1438	46.68	1,185,450.90
08/15/2008	Trevor Davey	1022	J1447	33.33	1,185,484.23
08/15/2008	Dan Mastel	1023	J1448	46.21	1,185,530.44
08/15/2008	Harold Hubley	1024	J1449	31.81	1,185,562.25
08/29/2008	Harold Hubley	1054	J1593	19.26	1,185,581.51
08/29/2008	Dan Mastel	1055	J1594	43.07	1,185,624.58
09/12/2008	Harold Hubley	6141	J1	18.29	1,185,642.87
09/12/2008	Dan Mastel	6136	J6	19.22	1,185,662.09
09/12/2008	Trevor Davey	6135	J7	4.95	1,185,667.04
09/26/2008	Bryan Swarbrick	6149a	J11	88.42	1,185,755.46
09/26/2008	Trevor Davey	6148	J13	8.41	1,185,763.87
09/26/2008	Dan Mastel	6147	J14	38.49	1,185,802.36
09/26/2008	Mike Wilson	6146	J15	54.68	1,185,857.04
10/10/2008	Ian Bruder	6212	J70	46.13	1,185,903.17
10/10/2008	Dan Mastel	6211	J71	48.00	1,185,951.17

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Date	Description	Source	JE#	Amount	Cumulative
10/10/2008	Trevor Davey	6210	J72	16.80	1,185,967.97
10/10/2008	Mike Wilson	6209	J79	18.96	1,185,986.93
10/10/2008	Bryan Swarbrick	1083	J1048	30.31	1,186,017.24
10/24/2008	Ian Bruder	1085	J81	58.07	1,186,075.31
10/24/2008	Bryan Swarbrick	1086	J82	91.85	1,186,167.16
10/24/2008	Mike Wilson	1092	J87	30.80	1,186,197.96
10/24/2008	Dan Mastel	1091	J88	19.10	1,186,217.06
11/07/2008	Bryan Swarbrick	1110	J286	104.16	1,186,321.22
11/07/2008	Ian Bruder	1111	J287	56.99	1,186,378.21
11/07/2008	Dan Mastel	1112	J290	41.72	1,186,419.93
11/21/2008	Ian Bruder	1136	J296	76.81	1,186,496.74
11/21/2008	Bryan Swarbrick	1137	J297	100.22	1,186,596.96
11/21/2008	Dan Mastel	1141	J302	22.96	1,186,619.92
11/21/2008	Mike Wilson	1144	J307	2.63	1,186,622.55
12/05/2008	Ian Bruder	1157	J342	87.26	1,186,709.81
12/05/2008	Bryan Swarbrick	1158	J346	126.00	1,186,835.81
12/05/2008	Harold Hubley	1160	J349	2.93	1,186,838.74
12/05/2008	Dan Mastel	1161	J350	20.08	1,186,858.82
12/05/2008	Harold Hubley	1285	J725	-2.93	1,186,855.89
12/19/2008	Dan Mastel	1190	J461	2.34	1,186,858.23
12/19/2008	Ian Bruder	1192	J463	25.69	1,186,883.92
12/19/2008	Bryan Swarbrick	1193	J464	79.35	1,186,963.27
12/31/2008	Mike Wilson	1206	J498	3.10	1,186,966.37
12/31/2008	Harold Hubley	1286	J727	2.35	1,186,968.72
01/02/2009	Dan Mastel	1210	J502	3.54	1,186,972.26
01/02/2009	Ian Bruder	1211	J503	23.65	1,186,995.91
01/16/2009	Harold Hubley	1251	J620	32.83	1,187,028.74
01/16/2009	Mike Wilson	1252	J621	17.53	1,187,046.27
01/16/2009	Ian Bruder	1253	J622	27.10	1,187,073.37
01/16/2009	Trevor Davey	1254	J623	8.03	1,187,081.40
01/16/2009	Dan Mastel	1255	J624	14.17	1,187,095.57
01/16/2009	Bryan Swarbrick	1256	J625	120.69	1,187,216.26
01/30/2009	Bryan Swarbrick	1279	J711	121.35	1,187,337.61
01/30/2009	Harold Hubley	1280	J712	72.24	1,187,409.85
01/30/2009	Mike Wilson	1282	J713	15.71	1,187,425.56
01/30/2009	Ian Bruder	1281	J714	49.48	1,187,475.04
01/30/2009	Dan Mastel	1283	J715	15.68	1,187,490.72
02/12/2009	Bryan Swarbrick	1292	J787	112.07	1,187,602.79
02/13/2009	Ian Bruder	1295	J793	13.91	1,187,616.70
02/13/2009	Dan Mastel	1296	J794	4.64	1,187,621.34
02/13/2009	Harold Hubley	1299	J797	65.77	1,187,687.11
02/27/2009	Bryan Swarbrick	1317	J1036	83.55	1,187,770.66
02/27/2009	Dan Mastel	1318	J1037	2.00	1,187,772.66
02/27/2009	Trevor Davey	1320	J1039	9.66	1,187,782.32
03/13/2009	Trevor Davey	1342	J1087	25.59	1,187,807.91
03/13/2009	Ian Bruder	1343	J1088	45.05	1,187,852.96
03/13/2009	Harold Hubley	1344	J1089	8.14	1,187,861.10
03/13/2009	Bryan Swarbrick	1345	J1090	112.07	1,187,973.17
03/13/2009	Dan Mastel	1346	J1091	17.06	1,187,990.23
03/27/2009	Bryan Swarbrick	1367	J1212	103.44	1,188,093.67
03/27/2009	Trevor Davey	1369	J1214	33.06	1,188,126.73
03/27/2009	Ian Bruder	1371	J1217	46.51	1,188,173.24
03/27/2009	Dan Mastel	1372	J1218	27.60	1,188,200.84
03/27/2009	Jesse Silcher	1375	J1221	6.24	1,188,207.08
03/27/2009	Harold Hubley	1368	J2477	6.44	1,188,213.52
04/09/2009	Bryan Swarbrick	6224	J1225	44.34	1,188,257.86
04/09/2009	Dan Mastel	6226	J1227	6.94	1,188,264.80
04/24/2009	Bryan Swarbrick	1389	J1278	8.77	1,188,273.57
04/24/2009	Dan Mastel	1391	J1280	20.99	1,188,294.56
05/08/2009	Trevor Davey	1406	J1406	3.46	1,188,298.02
05/08/2009	Dan Mastel	1407	J1407	33.36	1,188,331.38
05/08/2009	Bryan Swarbrick	1408	J1408	7.52	1,188,338.90
05/08/2009	Pete Steinbacher	1414	J1414	85.86	1,188,424.76
05/08/2009	Jesse Silcher	1416	J1432	2.88	1,188,427.64
05/22/2009	Bryan Swarbrick	1437	J1597	4.36	1,188,432.00

Printed On: 05/30/2011

SilCan Contracting (MH) Ltd.
Job Site Income Detail 09/01/2007 to 05/30/2011

APPENDIX D

Date	Description	Source	JE#	Amount	Cumulative
06/05/2009	Pete Steinbacher	1456	J1634	8.03	1,188,440.03
06/05/2009	Dan Mastel	1457	J1637	13.02	1,188,453.05
07/03/2009	Dan Mastel	1500	J1836	3.49	1,188,456.54
				<u>3,225.93</u>	
5330	WCB Expense				
07/10/2008	Jesse Silcher	996	J1806	26.90	1,188,483.44
07/25/2008	Jesse Silcher	1007	J1404	37.24	1,188,520.68
08/01/2008	Brad Mistaken Chief	1014	J1435	87.47	1,188,608.15
08/01/2008	Harold Hubley	1015	J1436	81.93	1,188,690.08
08/01/2008	Dan Mastel	1016	J1437	66.62	1,188,756.70
08/01/2008	Trevor Davey	1018	J1438	79.41	1,188,836.11
08/15/2008	Trevor Davey	1022	J1447	56.60	1,188,892.71
08/15/2008	Dan Mastel	1023	J1448	79.94	1,188,972.65
08/15/2008	Harold Hubley	1024	J1449	55.25	1,189,027.90
08/29/2008	Harold Hubley	1054	J1593	33.51	1,189,061.41
08/29/2008	Dan Mastel	1055	J1594	75.31	1,189,136.72
09/12/2008	Harold Hubley	6141	J1	32.28	1,189,169.00
09/12/2008	Dan Mastel	6136	J6	34.18	1,189,203.18
09/12/2008	Trevor Davey	6135	J7	10.22	1,189,213.40
09/26/2008	Bryan Swarbrick	6149a	J11	145.86	1,189,359.26
09/26/2008	Trevor Davey	6148	J13	14.15	1,189,373.41
09/26/2008	Dan Mastel	6147	J14	67.20	1,189,440.61
09/26/2008	Mike Wilson	6146	J15	92.35	1,189,532.96
10/10/2008	Ian Bruder	6212	J70	79.45	1,189,612.41
10/10/2008	Dan Mastel	6211	J71	82.84	1,189,695.25
10/10/2008	Trevor Davey	6210	J72	28.30	1,189,723.55
10/10/2008	Mike Wilson	6209	J79	32.03	1,189,755.58
10/10/2008	Bryan Swarbrick	1083	J1048	49.66	1,189,805.24
10/24/2008	Ian Bruder	1085	J81	100.96	1,189,906.20
10/24/2008	Bryan Swarbrick	1086	J82	153.10	1,190,059.30
10/24/2008	Mike Wilson	1092	J87	52.88	1,190,112.18
10/24/2008	Dan Mastel	1091	J88	33.60	1,190,145.78
11/07/2008	Bryan Swarbrick	1110	J286	171.72	1,190,317.50
11/07/2008	Ian Bruder	1111	J287	95.17	1,190,412.67
11/07/2008	Dan Mastel	1112	J290	72.42	1,190,485.09
11/21/2008	Ian Bruder	1136	J296	127.45	1,190,612.54
11/21/2008	Bryan Swarbrick	1137	J297	164.48	1,190,777.02
11/21/2008	Dan Mastel	1141	J302	39.97	1,190,816.99
11/21/2008	Mike Wilson	1144	J307	4.47	1,190,821.46
12/05/2008	Ian Bruder	1157	J342	146.48	1,190,967.94
12/05/2008	Bryan Swarbrick	1158	J346	206.90	1,191,174.84
12/05/2008	Harold Hubley	1160	J349	4.97	1,191,179.81
12/05/2008	Dan Mastel	1161	J350	34.76	1,191,214.57
12/05/2008	Harold Hubley	1285	J725	-4.97	1,191,209.60
12/19/2008	Dan Mastel	1190	J461	4.06	1,191,213.66
12/19/2008	Ian Bruder	1192	J463	43.03	1,191,256.69
12/19/2008	Bryan Swarbrick	1193	J464	131.38	1,191,388.07
12/31/2008	Mike Wilson	1206	J498	10.42	1,191,398.49
12/31/2008	Harold Hubley	1286	J727	4.97	1,191,403.46
01/02/2009	Bryan Swarbrick	1209	J501	81.73	1,191,485.19
01/02/2009	Dan Mastel	1210	J502	6.37	1,191,491.56
01/02/2009	Ian Bruder	1211	J503	43.04	1,191,534.60
01/16/2009	Harold Hubley	1251	J620	56.48	1,191,591.08
01/16/2009	Mike Wilson	1252	J621	30.54	1,191,621.62
01/16/2009	Ian Bruder	1253	J622	45.52	1,191,667.14
01/16/2009	Trevor Davey	1254	J623	13.37	1,191,680.51
01/16/2009	Dan Mastel	1255	J624	24.91	1,191,705.42
01/16/2009	Bryan Swarbrick	1256	J625	198.62	1,191,904.04
01/30/2009	Bryan Swarbrick	1279	J711	199.66	1,192,103.70
01/30/2009	Harold Hubley	1280	J712	122.28	1,192,225.98
01/30/2009	Mike Wilson	1282	J713	28.30	1,192,254.28
01/30/2009	Ian Bruder	1281	J714	81.93	1,192,336.21
01/30/2009	Dan Mastel	1283	J715	27.23	1,192,363.44
02/12/2009	Bryan Swarbrick	1292	J787	185.18	1,192,548.62
02/13/2009	Ian Bruder	1295	J793	23.17	1,192,571.79

Printed On: 05/30/2011

SilCan Contracting (MH) Ltd.**Job Site Income Detail 09/01/2007 to 05/30/2011**

APPENDIX D

Date	Description	Source	JE#	Amount	Cumulative
02/13/2009	Dan Mastel	1296	J794	8.11	1,192,579.90
02/13/2009	Harold Hubley	1299	J797	112.97	1,192,692.87
02/27/2009	Bryan Swarbrick	1317	J1036	140.69	1,192,833.56
02/27/2009	Dan Mastel	1318	J1037	3.48	1,192,837.04
02/27/2009	Trevor Davey	1320	J1039	16.51	1,192,853.55
03/13/2009	Trevor Davey	1342	J1087	43.24	1,192,896.79
03/13/2009	Ian Bruder	1343	J1088	75.31	1,192,972.10
03/13/2009	Harold Hubley	1344	J1089	14.28	1,192,986.38
03/13/2009	Bryan Swarbrick	1345	J1090	185.18	1,193,171.56
03/13/2009	Dan Mastel	1346	J1091	29.54	1,193,201.10
03/27/2009	Bryan Swarbrick	1367	J1212	171.72	1,193,372.82
03/27/2009	Trevor Davey	1369	J1214	55.82	1,193,428.64
03/27/2009	Ian Bruder	1371	J1217	77.79	1,193,506.43
03/27/2009	Dan Mastel	1372	J1218	47.01	1,193,553.44
03/27/2009	Jesse Silcher	1375	J1221	11.17	1,193,564.61
03/27/2009	Harold Hubley	1368	J2477	9.07	1,193,573.68
04/09/2009	Bryan Swarbrick	6224	J1225	73.45	1,193,647.13
04/09/2009	Dan Mastel	6226	J1227	11.92	1,193,659.05
04/24/2009	Bryan Swarbrick	1389	J1278	14.48	1,193,673.53
04/24/2009	Dan Mastel	1391	J1280	36.41	1,193,709.94
05/08/2009	Trevor Davey	1406	J1406	5.79	1,193,715.73
05/08/2009	Dan Mastel	1407	J1407	56.93	1,193,772.66
05/08/2009	Bryan Swarbrick	1408	J1408	12.41	1,193,785.07
05/08/2009	Pete Steinbacher	1414	J1414	115.10	1,193,900.17
05/08/2009	Jesse Silcher	1416	J1432	4.04	1,193,904.21
05/22/2009	Bryan Swarbrick	1437	J1597	5.88	1,193,910.09
06/05/2009	Pete Steinbacher	1456	J1634	10.92	1,193,921.01
06/05/2009	Dan Mastel	1457	J1637	18.82	1,193,939.83
07/03/2009	Dan Mastel	1500	J1836	4.84	1,193,944.67
				5,488.13	
5560 Insurance					
08/14/2008	Gateway Agencies	869291	J1810	2,850.00	1,196,794.67
5720 Casual Wages					
02/09/2009	Joe Votta - Casual Labour @ Advant...	#6247	J1016	450.00	1,197,244.67
TOTAL EXPENSE				<u>1,197,244.67</u>	
REVENUE minus EXPENSE				<u><u>-223,283.67</u></u>	

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX D

Invoice No.: 494
Date: 09/15/2008
Ship Date:
Page: 1
Re: Order No.

Sold to:

Advantage Oilfield Group
127 Southwest Dr SW
Medicine Hat, Alberta T1A 8E8

Ship to:

Advantage Oilfield Group
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: New Building - Dunmore			
			Prog #1	G		220,000.00
			G - GST 5.00%			
			GST			11,000.00
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By:				Tracking Number:		
Comment: Thank you for your patronage / trusting all is satisfactory					Total Amount	231,000.00
Sold By:						

**P.O. Box 1184
Medicine Hat, Alberta T1A 7H3**

APPENDIX D

Invoice No.: 495
Date: 10/31/2008
Ship Date:
Page: 1
Re: Order No.

Advantage Oilfield Group
127 Southwest Dr SW
Medicine Hat, Alberta T1A 8E8

Advantage Oilfield Group
Medicine Hat, Alberta

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: New Building - Dunmore			
			Progress #2	G		458,743.00
			Less - Progress #1	G		-220,000.00
			G - GST 5.00%			
			GST			11,937.15
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						
					Total Amount	250,680.15

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX D

Invoice No.: 522
Date: 03/10/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Advantage Oilfield Group
127 Southwest Dr SW
Medicine Hat, Alberta T1A 8E8

Ship to:

Advantage Oilfield Group
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			Prog #3	G		190,476.19
			G - GST 5.00%			
			GST			9,523.81
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						
Total Amount						200,000.00

**P.O. Box 1184
Medicine Hat, Alberta T1A 7H3**

APPENDIX D

Invoice No.: 530
Date: 06/03/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

[illegible]

**P.O. Box 1184
Medicine Hat, Alberta T1A 7H3**

APPENDIX D

Invoice No.: 535
Date: 06/03/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: Pole Building Renovations - Progress #1	G		70,000.00
			G - GST 5.00% GST			3,500.00
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By:					Tracking Number:	
Comment: Thank you for your patronage / trusting all is satisfactory					Total Amount	73,500.00
Sold By:						

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX D

Invoice No.: 542
Date: 07/31/2009
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			RE: Pole Bldg Reno's	G		15,450.00
			G - GST 5.00%			
			GST			772.50
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						
Total Amount						16,222.50

SilCan Contracting (MH) Ltd.

P.O. Box 1184

Medicine Hat, Alberta T1A 7H3

INVOICE

APPENDIX D

Invoice No.: 607
Date: 02/28/2010
Ship Date:
Page: 1
Re: Order No.

Sold to:

Ranco Holdings Ltd.
Box 22007
RPO Medicine Hat Core
Medicine Hat, Alberta
T1A 8M5

Ship to:

Ranco Holdings Ltd.
Medicine Hat, Alberta

Business No.: 121273551RP0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			GST Reversed (bankrupt)	G		-219,715.49
			G - GST 5.00%			-10,985.77
			GST			-0.14
			GST, not included			
SilCan Contracting (MH) Ltd. GST: #12127 3551 RT						
Shipped By: Tracking Number:						
Comment: Thank you for your patronage / trusting all is satisfactory						
Sold By:						
Total Amount						-230,701.40

SilCan Contracting (MH) Ltd.
Customer Aged Detail As at 05/20/2011

APPENDIX D

Source	Date	Transaction Type	Total	Current	31 to 60	61 to 90	91+
Ranco Holdings Ltd.							
530	06/03/2009	Bill	340,978.90	-	-	-	340,978.90
882541	08/19/2009	Payment	-200,000.00	-	-	-	-200,000.00
535	06/03/2009	Bill	73,500.00	-	-	-	73,500.00
542	07/31/2009	Bill	16,222.50	-	-	-	16,222.50
607	02/28/2010	Bill	-230,701.40	*	-	-	-230,701.40
Total outstanding:			-	-	-	-	-
Total unpaid bills:			-	-	-	-	-
Total deposits/prepaid contract:			-	-	-	-	-
Total outstanding:			-	-	-	-	-

* w/o

SilCan Contracting (MH) Ltd.
Customer Aged Detail As at 05/20/2011

APPENDIX D

Source	Date	Transaction Type	Total	Current	31 to 60	61 to 90	91+
Advantage Oilfield Group							
494	09/15/2008	Bill	231,000.00	-	-	-	231,000.00
882505	10/02/2008	Payment	-231,000.00	-	-	-	-231,000.00
495	10/31/2008	Bill	250,680.15	-	-	-	250,680.15
882509	11/14/2008	Payment	-250,680.15	-	-	-	-250,680.15
522	03/10/2009	Bill	200,000.00	-	-	-	200,000.00
6565	03/10/2009	Payment	-200,000.00	-	-	-	-200,000.00
Total outstanding:			-	-	-	-	-
Total unpaid bills:			-	-	-	-	-
Total deposits/prepaid contract:			-	-	-	-	-
Total outstanding:			-	-	-	-	-

APPENDIX E

RBC Statement of Claim



Fraser Milner Casgrain LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB, Canada T5J 3V5

MAIN 780 423 7100
FAX 780 423 7276

January 4, 2011

VIA E-MAIL

Ernst & Young Inc.
Tower 1000,
440 - 2nd Avenue SW
Calgary, AB T2P 5E9

Francine M. Ouellette
DIRECT 780 423 7118
Francine.Ouellette@fmc-law.com
File No.: 125665-8158

Attention: Orest Konowalchuk

Dear Sir:

RE: Royal Bank of Canada v. Ranco Holdings Ltd.
Our File No.: 125665-8158

Please find attached a copy of a Statement of Claim for the purpose of service upon the Receiver of Ranco Holdings Ltd.

Yours truly,

Francine M. Ouellette
Associate

FMC/tlg
Enclosure

c. Royal Bank of Canada
Attention: David Johnson

Form 10
[Rule 3.25]

Clerk's Stamp:



1003 21527
COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

Edmonton

PLAINTIFF(S)

Royal Bank of Canada

DEFENDANT(S)

Ranco Holdings Ltd.

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Francine M. Ouellette
Fraser Milner Casgrain LLP
2900 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3V5
Ph. (780) 423-7118 Fx. (780) 423-7276
File No.: 125665-8158/RCR

NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

1. The Plaintiff, Royal Bank of Canada ("RBC"), is a bank chartered pursuant to the laws of Canada.
2. The Defendant, Ranco Holdings Ltd. ("Ranco"), is a corporation incorporated pursuant to laws of the province of Alberta.
3. Advantage Oilfield Group Ltd. ("Advantage") is a corporation incorporated pursuant to the laws of the province of Alberta.

4. On or about March 10, 2010, RBC was granted a default judgment in the amount of \$4,677,507.44 plus costs against Advantage.
5. It is a term of the guarantee that RBC would not be bound to exhaust its recourse against Advantage before being entitled to payment from Ranco.
6. On or about April 27, 2005, Ranco granted to RBC a guarantee and postponement of claim guaranteeing to RBC the indebtedness of Advantage (to RBC) for up to the sum of \$500,000.00 with interest from demand at RBC's prime rate of interest plus 1.00%.
7. On or about January 28, 2008, Ranco granted to RBC a guarantee and postponement of claim guaranteeing to RBC the indebtedness of Advantage (to RBC) for up to the sum of \$1,000,000.00 with interest from demand at RBC's prime rate of interest plus 2.00%.
8. All of the above guaranteed indebtedness is due and owing from Ranco to RBC.
9. On or about September 21, 2010, RBC did demand payment of the guaranteed indebtedness of Ranco to RBC but Ranco has failed or neglected and continues to fail or neglect to pay any or all of such indebtedness to RBC. By this Statement of Claim, RBC does again demand payment of all such indebtedness.
10. The Plaintiff proposes that the trial of this action be held at the Law Courts Building in the city of Edmonton, in the province of Alberta.
11. The within action will not likely take more than 25 days to try.

Remedy sought:

12. Judgment against Ranco in the amount of \$500,000.00 plus interest thereon from and after December 8, 2010 upon such sum at the rate of RBC prime plus 1.00% plus costs on a solicitor and his own client basis pursuant to its guarantee of the indebtedness of Advantage;
13. Judgment against Ranco in the amount of \$1,000,000.00 plus interest thereon from and after December 8, 2010 upon such sum at the rate of RBC prime plus 2.00% plus costs on a solicitor and his own client basis pursuant to its guarantee of the indebtedness of Advantage;
14. Costs on a solicitor and his own client basis as against Ranco;
15. Such further and other relief as the nature of the case may require and this Honourable Court may permit.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at **Edmonton**, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s)' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.