

UNIT WENT INTO SERVICE FROM NEW NOVEMBER 28, 2017

**PURCHASE PROPOSAL – NOT AN INVOICE****GREATWEST KENWORTH LTD****5909 6 STREET SE, CALGARY, ALBERTA T2H 1L8****G.S.T. NO. R139766661**

GREATWEST KENWORTH LTD

W35-1

THE CONDITIONS ON THE SECOND PAGE OF THIS DOCUMENT FORM PART OF THIS CONTRACT

Date 2-Nov-17

PURCHASER EDGE ENERGY LOGISTICS INC		ADDRESS BOX 1230	
CITY LAC LA BICHE	PROVINCE ALBERTA	POSTAL CODE TOA 2C0	TELEPHONE (780) 812-6322
CONTACT NAME DUSTIN ROZZOLI		CELL PHONE	

OPTIONAL EQUIPMENT	PRICE	I/WE HEREBY AGREE TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING MOTOR VEHICLE AND ALL OPTIONAL EQUIPMENT AND ACCESSORIES ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF. WE DO NOT GUARANTEE YEAR OF THIS MOTOR VEHICLE.			
--------------------	-------	--	--	--	--

BASIC VEHICLE		NEW ☒ USED ☐	MODEL YEAR 2015	MAKE KENWORTH	MODEL NAME C500	COLOUR WHITE
WELDCO 45 TON		SERIAL NUMBER C500 PICKER				STOCK # 976087

WHL45TC100		WARRANTIES				
------------	--	------------	--	--	--	--

		NEW: MANUFACTURERS WARRANTY				
		USED: NO WARRANTY UNLESS STATED AS FOLLOWS:				
		ENGINE SERIAL NUMBER:				

TRADE IN DESCRIPTION & LIEN DISCLOSURE			TERMS OF SETTLEMENT	
YEAR	MAKE KENWORTH	MODEL	TOTAL CASH SALE PRICE	
SERIAL NUMBER		ODOMETER READING		

		I HEREBY TRANSFER TO THE DEALER ALL MY RIGHT, TITLE AND OWNERSHIP IN THE MOTOR VEHICLE AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE ARE NO MORTGAGES, LIENS, NOTES OR CLAIMS OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF, UPON, OR AGAINST THE VEHICLE OTHER THAN AS STATED BELOW.	A/C LEVY	\$100.00
			DOCUMENTATION FEE	\$395.00
			AMVIC FEE	\$6.25

		I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELLED BY THE VEHICLE.	ALBERTA TIRE LEVY	\$144.00
--	--	--	-------------------	----------

		PURCHASER INITIALS X _____	SUBTOTAL	
			TRADE-IN ALLOWANCE	

		LIEN PAYABLE TO:	DIFFERENCE	
		ADDRESS:	GST (LESS TRADE-IN ALLOWANCE)	

		ESTIMATED AMOUNT:	SUBTOTAL	
--	--	-------------------	----------	--

		THIS AGREEMENT SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS: DEPOSIT IS NON-REFUNDABLE	INTEREST	
--	--	---	----------	--

		ACKNOWLEDGEMENT OF CONDITIONS	DEPOSIT	
--	--	-------------------------------	---------	--

UNIT #		THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT BECOME BINDING ON THE PARTIES HERETO UNTIL ACCEPTED AND EXECUTED BY A DULY AUTHORIZED OFFICIAL ON THE DEALER. DEPOSITS, PARTIAL PAYMENTS AND DOWN PAYMENTS ARE NON-REFUNDABLE. THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS AND WARRANTIES AND STIPULATIONS CONTAINED HEREIN, INCLUDING THOSE SET OUT ON THE REVERSE SIDE HEREOF, AND AGREES THAT ALL SUCH CONDITIONS AND WARRANTIES FORM PART OF, AND ARE INCLUDED IN THIS AGREEMENT IF THE PURCHASER IS AN INDIVIDUAL THE PURCHASER CONSENTS TO ANY PUBLIC BODY DISCLOSING PERSONAL INFORMATION ABOUT THE PURCHASER IN CONNECTION WITH THE SALE, PURCHASE OR FINANCING OF THE MOTOR VEHICLE.	TOTAL AMOUNT DUE	
--------	--	--	-------------------------	--

TOTAL CASH SALE PRICE			ACTUAL DATE OF DELIVERY	
-----------------------	--	--	-------------------------	--

DEALER ACCEPTANCE		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.	DATE	2-Nov-17
-------------------	--	--	------	----------

SIGNATURE		X SIGNATURE OF PURCHASER	SIGNATURE	
-----------	--	-----------------------------	-----------	--

NAME OF OFFICIAL HARRY FLINT, SALES MANAGER		THIS DOCUMENT IS A PURCHASE PROPOSAL AND NOT A FINAL INVOICE. ALL AMOUNTS ARE SUBJECT TO CHANGE. PLEASE DO NOT USE THIS PURCHASE PROPOSAL FOR FINAL PAYMENT.	NAME OF SALESPERSON GEORGE DRIEDGER	
--	--	--	--	--

CONDITIONS OF SALE FOR THE PARTIES AGREE THAT:

1. The Motor Vehicle

The motor vehicle described herein includes the motor vehicle as described on the first page of the agreement, together with all attachments, options and additions thereto whether attached, affixed or installed on the motor vehicle before or after the date of this Agreement, and all proceeds directly or indirectly derived from any dealing with the motor vehicle or the proceeds of the motor vehicle and such proceeds include, without limitation other motor vehicles, money, cheques, deposit accounts, securities, chattel paper, documents of title or instruments, boats, mobile homes, trailers, aircraft, any authorized vehicle of any kind or description, any proceeds of insurance or any other identifiable or traceable personal property fixtures or otherwise.

2. Condition of Motor Vehicle

The Dealer does not warrant or guarantee as to year, model, mileage, odometer reading or otherwise with respect to any used motor vehicle sold herein unless an express written representation is made to the contrary.

3. Warranties

The motor vehicle will be covered, in the case of a new vehicle by the manufacturers New Vehicle Warranty delivered to the Purchaser with the motor vehicle and in the case of a used vehicle, the warranty, if any, delivered to the Purchaser in writing with the used motor vehicle. Subject to the above, there are no other warranties, guarantees or representations, expressed or implied with respect to the motor vehicle. If the motor vehicle is being sold pursuant to this Agreement as a used motor vehicle, the Purchaser specifically waives the provisions of the Sale of Goods Act, RSA 1980 c 5-2 and amendments thereto, with respect to any warranties, conditions and representations, whether expressed or implied or otherwise and warrants that no representation to the contrary has been made by the Dealer, its servants or employees with respect to the motor vehicle to introduce the Purchaser to enter into this Agreement. The Purchaser further acknowledges that he has inspected the motor vehicle and it is satisfactory in every respect and hereby accepts the motor vehicle on an "as is" basis without warranty or guarantee except as provided by the Dealer to the Purchaser in writing.

4. Title

Right, title and ownership to the motor vehicle shall not pass to the Purchaser until the Purchaser has paid in full the "Total Balance Due" as described on the front of this Agreement. In addition to the Dealers other legal rights under this Agreement, the Purchaser also hereby grants, assigns and conveys to the Dealer and acknowledges that the Dealer shall have and retain a security interest in the motor vehicle and the proceeds thereof in accordance with all applicable laws until the Total Balance Due is paid in full.

5. Default in Payment

If the Purchaser defaults in the payment of any amount due hereunder, or defaults in the performance of any obligations hereunder, or if a proceeding in bankruptcy, a receivership or insolvency is instituted by or against the Purchaser, or a receiver is appointed judicially or otherwise affecting the Purchaser or the Purchaser's property, or should the Dealer deem itself insecure:

- Any unpaid balance of the Total Balance Due shall immediately come due and payable
- The Dealer may take possession of the motor vehicle and resell the motor vehicle in accordance with and subject to the applicable legislation without further notice; and
- The Dealer may retain any payments that it has received prior to the repossession and resale as liquidated damages and not as a penalty.

6. Cancellation of Agreement

If this Agreement is cancelled by the mutual consent of the parties or, if the Dealer is unable to deliver the motor vehicle within a reasonable amount of time after the date of this agreement, this Agreement may be cancelled by either party hereto upon notification to the other, and in such event the Dealer shall return to the Purchaser:

- The partial payment made
- Any trade-in vehicle accepted as part of payment or if such trade-in vehicle as been sold, the lesser of either:
 - The net proceeds there from based on the actual selling price of the trade-in less reasonable costs of repairs, parts, handling, storage expenses and reasonable selling commission; or
 - The value of the trade-in vehicle as set out on the reverse side hereof

The return of the partial payment and/or the trade-in vehicle, if any, or the net proceeds or the value thereof as set out above, shall be a release of all claims whatsoever which the Purchaser may have or claim to have against the Dealer for or by reason of such non-delivery, without any further or other releases from the Purchaser.

7. Acceptance by the Purchaser

The Purchaser agrees to accept delivery of the motor vehicle and to comply with the terms of payment thereof within seven days after notification to him that the motor vehicle is ready for delivery. If the Purchaser does not accept delivery and comply with the terms of payment within seven days of such notification then the Dealer may charge his reasonable expenses (including loss of profits) to the Purchaser in connection with this Agreement and the Purchaser agrees to pay such amounts forthwith. In addition to any other remedy which the Dealer may have against the Purchaser for such expenses, the Dealer may setoff such expenses against any partial payment or trade-in vehicle accepted as part payment or the proceeds there from if and when sold, and the Dealer shall be entitled to dispose of the motor vehicle without any liability whatsoever of the Dealer to the Purchaser.

8. Trade In Motor Vehicle

The Purchaser represents and warrants that the Purchaser is the owner and has title to any trade-in vehicle used as part of the payment to the Total Cash Sale Price, free and clear of all liens, charges and encumbrances, except as specifically set out on the front of this Agreement. The Purchaser agrees that if the trade-in vehicle accepted as part of the payment is not delivered to the Dealer on or before the signing of this Agreement, the Dealer may reappraise the trade-in vehicle upon actual delivery so as to ensure that there are no material changes in the condition of the trade-in vehicle, either physically or economically, from the date of this Agreement and the date of delivery of the trade-in vehicle. If, in the sole discretion of the Dealer, there is a material change with respect to the trade-in vehicle, the Purchaser shall pay the Dealer the difference amount of such reappraised value. If the Purchaser is not satisfied with such reappraisal then the Purchaser may cancel this Agreement and thereupon shall forthwith pay to the Dealer the Dealer's reasonable costs, charges and expenses of and incidental to this Agreement and failing such payment the Dealer may, in addition to any other rights and remedies the Dealer may have against the Purchaser set off such reasonable costs, charges and expenses against any partial payment and against any other trade-in vehicle accepted as payment.

9. Insurance

The Purchaser agrees to insure the motor vehicle by collision and comprehensive insurance and maintain such insurance in the amount of the Total Balance Due as owing to the Dealer. The Purchaser shall furnish the Dealer with satisfactory evidence of such insurance on request by the Dealer.

10. If the Dealer is unable for any reason to finance the contract or considers himself unsafe or insecure so far as the security of this Agreement is concerned, of which contingency the Dealer shall be the sole judge or in case of default in the performance of any of the covenants by the Purchaser in this Agreement, then the whole of the balance then outstanding of the Total Balance Due shall immediately become due and payable without notice to the Purchaser and it shall be lawful for the Dealer by himself, his servant or agent at any time to enter in and upon any lands, tenements, houses and premises where so ever the goods may be for the purpose of taking possession of and removing the said goods; and after taking possession of such goods it shall be lawful for the Dealer to sell the goods at public auction or private sale. From the proceeds of such sale the Dealer shall in the first place reimburse himself for any sum due pursuant to this Agreement and all costs and expenses (including the costs, if any, of the solicitor of the Dealer) incurred by the Dealer by virtue hereof or in consequence of any default in the Purchaser such surplus as may there after remain

11. Future Delivery Conditions

- If, between the date of this Agreement and the actual date of delivery of the motor vehicle there is a change in taxes imposed by the appropriate taxing authorities with respect to the sale of motor vehicles
 - In the price of the motor vehicle charged by the manufacturer
- Then the "Total Cash Sale Price" as described on the front of this Agreement shall be adjusted by a corresponding amount.

12. Errors

If there has been an error by the Dealer in any other matter on the first page here of or in connection with the sale of the vehicle described here in, the Purchaser agrees to allow the Dealer to correct the error forth with and if the correction requires any amount to be paid by one party to the other, such amount shall be paid immediately.

13. Copy of Agreement

The Purchaser acknowledges receipt of a copy of this Agreement, waives rights to receive a copy of any financing statement, financing charge statement or verification statement in respect of the vehicle and authorizes the Dealer to provide any person with a copy of this Agreement and any information contained herein or arising here from.

14. Agreement Binding

This Agreement is binding upon heirs, executors, administrators, successors and assigns of the parties.