**FORM 51-102F3**

**MATERIAL CHANGE REPORT**

1. **Name and Address of Company**

   Collicutt Energy Services Ltd. (the "Corporation" or "Collicutt")
   7550 Edgar Industrial Drive
   Red Deer, Alberta
   T4P 3R2

2. **Date of Material Change**

   November 27, 2007

3. **News Release**

   A press release was disseminated on November 27, 2007 via Marketwire.

4. **Summary of Material Change**

   The Corporation announced that Finning International Inc. and the Corporation have entered into a binding transaction and support agreement whereby Finning will, subject to certain conditions, offer to purchase all of the issued and outstanding common shares of Collicutt. The a copy of the transaction and support agreement is attached hereto as Schedule "A".

5. **Full Description of Material Change**

   The Corporation announced that Finning International Inc. ("Finning") and the Corporation have entered into a binding transaction and support agreement (the "Agreement") whereby Finning will, subject to certain conditions, offer (the "Offer") to purchase all of the issued and outstanding common shares of Collicutt. The Agreement is attached hereto as Schedule "A". Under the Agreement, Finning has agreed to offer Collicutt shareholders $9.75 per share. For each Collicutt share held, Collicutt shareholders may elect to receive either: (i) $9.75 in cash, or (ii) 0.325 of a Finning common share, subject to proration as described below and a nominal cash amount, or (iii) a combination of cash and Finning common shares. Up to approximately 1,700,000 Finning common shares may be issued (the "Share Amount") if elected by Collicutt shareholders. If more than the Share Amount is elected, then the shares issued by Finning will be prorated.

   Collicutt's Board of Directors has agreed to unanimously recommend that Collicutt shareholders accept Finning's offer. The Board of Directors has received an opinion from Peters & Co. Limited, its financial advisor, that the consideration to be received by Collicutt shareholders under the Offer is fair, from a financial point of view. Certain insiders, including Collicutt's Chairman and CEO, Steven Collicutt have entered into a lock-up agreement with Finning which provides that, subject to certain terms and conditions, they will tender their shares into the Offer. Collectively this group owns a total of 8.1 million shares that represents approximately 82% of the presently issued and outstanding shares.

Completion of the Offer is subject to certain customary conditions, including, among other things, acceptance by the holders of 90% of the outstanding Collicutt shares and normal course regulatory approvals. Further, the Support Agreement includes a non-solicitation covenant to the benefit of Finning, a right in favour of Finning to match any competing offers and a termination fee of approximately $2.9 million payable to Finning, for among other things, the recommendation by Collicutt's Board to accept a superior bid. The Offer, unless extended, will expire on January 15, 2008. Finning's takeover bid circular (the "Circular"), which contains all the terms of the Offer, is expected to be mailed during the first week of December 2007 to Collicutt shareholders of record. A copy of the Circular will be available on SEDAR, www.sedar.com

A condition of the transaction is that Steven Collicutt acquire, at fair market price, the Collicutt power generation and compression sales and services activities in California currently conducted through Collicutt Energy Services Inc. and the Collicutt used oilfield equipment business in Rimbey, Alberta.

6. **Reliance on Section 7.1(2) or (3) of National Instrument 51-102**

Not Applicable

7. **Omitted Information**

Not Applicable

8. **Executive Officer**

The name and business number of the executive officer of the Corporation who is knowledgeable about the material change and this report is:

Steven Collicutt, the President, Chief Executive Officer and a Director of the Corporation at the above mentioned address or at (403) 358-6145.

9. **Date of Report**

December 4, 2007

## SCHEDULE "A"

# TRANSACTION AND SUPPORT AGREEMENT

**BETWEEN**

**FINNING (CANADA), A DIVISION OF**
**FINNING INTERNATIONAL INC.**

**AND**

**COLLICUTT ENERGY SERVICES LTD.**

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# TRANSACTION AND SUPPORT AGREEMENT

**THIS AGREEMENT** made as of the 27th day of November, 2007,

**BETWEEN:**

**FINNING (CANADA), a division of FINNING INTERNATIONAL INC.**, a company existing under the federal laws of Canada with a registered and records office located at 1200 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia, V7X 1T2,

("**Finning**")

**AND:**

**COLLICUTT ENERGY SERVICES LTD.**, a company existing under the laws of Alberta, with its registered office located at 5233 – 49th Avenue, Red Deer, Alberta, T4N 6G5

("**CESL**")

**BACKGROUND:**

**A.** ***Finning Offer:*** Finning wishes to make a take-over bid for all of the outstanding common shares of CESL subject to the terms and conditions of this Agreement;

**B.** ***Recommendation and Support:*** The board of directors of CESL has unanimously determined, having received a Fairness Opinion (as hereinafter defined) and legal advice, that it would be in the best interests of CESL and its shareholders for the board of directors to recommend acceptance of the Offer (as hereinafter defined) to the shareholders of CESL and for CESL to co-operate with Finning and take all reasonable action not inconsistent with the fiduciary obligations of the directors of CESL to support the Offer, all on the terms and subject to the conditions contained herein; and

**C.** ***Support Agreement:*** The board of directors of CESL has determined that it would be in the best interests of CESL and its shareholders for CESL to enter into this Agreement. The board of directors of Finning have approved this Agreement.

Defined terms used in this Agreement are set out in Schedule A.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

## ARTICLE 1
## THE OFFER

### 1.1 The Offer

(a) ***Cash and Finning Shares:*** Subject to the terms and conditions of this Agreement, Finning agrees to mail to the holders of common shares (the "**Shareholders**") of CESL an offer to purchase all of the outstanding common shares of CESL (the "**Collicutt Shares**"), including CESL common shares that are issued upon the conversion or exercise of any securities of CESL that are convertible into or exercisable for CESL common shares, for consideration per Collicutt Share, at the election of each Shareholder, of:

(i) $**9.75** in cash (the "**Cash Alternative**");

(ii) 0.325 of a Finning common share (the "**Finning Shares**") with each whole Finning Share having a deemed price of $30 per share (the "**Finning Share Price**") and $.0001 in cash (the "**Share Alternative**"); or

(iii) any combination of cash (not less than $0.0001 for each Collicutt Share tendered) and Finning Shares (not less than one one hundredth of a Finning Share) which results in consideration equivalent in value to the Cash Alternative (where one Finning Share shall be deemed to be worth the Finning Share Price) (the "**Split Alternative**")

The foregoing offer shall be set out in a takeover bid circular to be mailed by Finning to the Shareholders and as it may be amended or extended from time to time as permitted under this Agreement (the "**Offer**"). The aggregate consideration for the Share Alternative and the Split Alternative under the Offer are subject to adjustment in accordance with sub paragraph (b) below.

Finning agrees that the Offer and accompanying take-over bid circular (collectively, the "**Bid Circular**") shall be mailed in accordance with Applicable Laws to all registered Shareholders as soon as reasonably practicable and, subject to the satisfaction of the Implementation Conditions set out in sub paragraph (e) below, in any event not later than 11:50pm (MST) on the 14th day following the execution of this Agreement.

The Share Alternative and the Split Alternative are subject to the pro-ration provisions set out in Schedule G in order to ensure that the number of Finning Shares issuable under the Offer will be limited to the Maximum Share Consideration described in subparagraph (b) below.

(b) ***Maximum Finning Shares:*** The maximum number of Finning Shares issuable pursuant to the Offer shall not exceed the number of shares equal to $9.75 multiplied by the total number of Collicutt Shares on the Take Up Date and then multiplied by 50% and then divided by the Finning Share Price (the "**Maximum Share Consideration**") whereby a maximum of 50% of the total consideration paid by Finning for the Collicutt Shares may be satisfied by the issuance of Finning Shares. In the event that the number of Finning Shares that would otherwise be payable by Finning to Shareholders under the Offer would exceed the Maximum Share Consideration, the amount of Finning Shares to be received by Shareholders electing the Share Alternative or Split Alternative shall be pro-rated as described in Schedule "G" hereto.

(c) ***Acceptance Threshold:*** Finning's obligation to complete the purchase of Collicutt Shares is subject to there being validly deposited under the Offer and not withdrawn that number of Collicutt Shares that constitute at least 90% of Collicutt Shares on a fully diluted basis (the "**Minimum Condition**") and otherwise subject to the other terms and conditions set out in Schedule "B" to this Agreement (the "**Closing Conditions**").

(d) ***Waiver of Minimum Condition:*** Finning expressly reserves the right, in its sole discretion, to modify, waive or reduce the Minimum Condition or any other term or condition of the Offer except that, without the prior written consent of CESL, Finning shall not:

(i) reduce the consideration per Collicutt Share;

(ii) change the form of consideration payable under the Offer (other than to add additional consideration);

(iii) increase the Minimum Condition;

(iv) impose additional conditions to the Offer; or

(v) add to, amend or change any of the Offer terms in any manner adverse to the Shareholders.

(e) ***Deemed Election:*** Shareholders who do not properly elect either the Cash Alternative, Share Alternative or Split Alternative with respect to any Collicutt Share deposited by them pursuant to the Offer will be deemed to have elected the Cash Alternative.

(f) ***No Fractional Shares:*** No fractional Finning Share will be issued pursuant to the Offer. In lieu of fractional Finning Shares, a Shareholder accepting the Offer who would otherwise receive a fraction of a Finning Share will receive a cash payment determined by multiplying such fraction by the Finning Share Price.

(g) ***Offering Entity:*** Finning may make the Offer itself, or through one or more of its nominees, affiliates or direct or indirect wholly-owned subsidiaries, or any combination thereof (which, for the purposes hereof, may include a partnership, all of the partners of which are direct or indirect subsidiaries of Finning, or any combination thereof). In the event that any of such entities makes the Offer, the term "Offeror" as used herein shall include any of such entities, but Finning shall continue to be liable to CESL for its obligations hereunder and for any default in performance by any such other entity.

(h) ***Expiry Date:*** The Offer will be made in accordance with Applicable Laws other jurisdictions where registered Shareholders are located in the English language and, if necessary under Applicable Laws, the French language and shall be open for acceptance until a time that is not later than 6:00 p.m. (Edmonton time) on January 15, 2008, or such later time and date as may be required by the Applicable Laws, subject to the right of Finning in its sole discretion to extend the period during which Collicutt Shares may be deposited under the Offer if the Minimum Condition or any of the Closing Conditions hereto are not satisfied on the initial expiry date of the Offer (the time at which the Offer, as it may be extended, expires being referred to as the "**Expiry Time**").

(i) ***Take Up and Pay:*** Subject to the satisfaction or waiver of the Minimum Condition and the Closing Conditions, Finning shall take up and pay for all Collicutt Shares validly tendered (and not properly withdrawn) pursuant to the Offer as soon as reasonably practicable and, in any event, not later than three (3) business days following the time at which the Offeror becomes entitled to take up such Collicutt Shares under the Offer pursuant to Applicable Laws. Finning shall use its reasonable commercial efforts to consummate the Offer, subject only to the terms and conditions hereof.

(j) ***CESL Review of Offer:*** Finning agrees to provide CESL with a draft copy of the Offer and other related documents, and any supplements or amendments to such documents prior to the filing or mailing thereof, on a confidential basis, and to provide CESL with a reasonable opportunity to review and provide comments thereon.

(k) ***Director Circular***: The board of directors of CESL shall prepare and approve in final form, for mailing by Finning concurrently with the mailing of the Offer, a directors' circular recommending acceptance of the Offer (the "***Directors' Circular***") substantially in the form provided to Finning on November 16, 2007, and this circular shall not be withdrawn or materially modified unless the terms of the Offer are materially modified after today's date;

(l) ***Implementation Conditions:*** The obligation of Finning to proceed with making the Offer pursuant to the Bid is conditional on the prior satisfaction of the following conditions (the "**Implementation Conditions**"), all of which conditions are included for the sole benefit of Finning and any and all of which may be waived by Finning in whole or in part in its sole discretion without prejudice to any other rights it may have under this Agreement:

  (i) *No Termination:* the obligations of Finning hereunder shall not have been terminated pursuant to section 6.1;

  (ii) *No Material Change:* no Materially Adverse change shall have occurred that would render it impossible, in the sole opinion of Finning acting reasonably, for the Minimum Condition or the Closing Conditions to be satisfied;

  (iii) *CESL Corporate Approval:* the board of directors of CESL shall have unanimously resolved to recommend that Shareholders accept the Offer and shall not have withdrawn such recommendation or changed such recommendation in a manner that has substantially the same effect as a withdrawal of it;

  (iv) *Fairness Opinion:* CESL's financial advisor shall have delivered to the CESL board of directors a written form of the opinion described in section 1.2(b) in substantially the form provided to Finning on November 19, 2007, and this opinion shall not have been withdrawn or materially modified unless the terms of the Offer are materially modified after today's date;

  (v) *No Adverse Proceedings:* no cease trade order, injunction or other prohibition at law shall exist against Finning making the Offer or taking up or paying for Collicutt Shares deposited under the Offer;

(vi) *Lock-Up:* Finning and the Collicutt Group shall have executed and delivered to Finning a shareholder support and lock-up agreement (the "**Lock-Up Agreement**");

(vii) *Termination & Severance Agreements:* Steven Collicutt shall have executed and delivered a Termination & Severance agreement to CESL and Finning (the "**Steven Collicutt Agreement**"); Scott Collicutt shall have executed and delivered to CESL and Finning a Termination & Severance agreement (the "**Scott Collicutt Agreement**") and Lorna Collicutt shall have executed and delivered a Termination and Severance Agreement to Finning;

(viii) *Non-Compete Agreement:* Steven Collicutt, Scott Collicutt, Lorna Collicutt and Rae Collicutt and related parties shall have executed and delivered to CESL and Finning a Non-Compete Agreement (*"**Non-Compete Agreement**"*);

(ix) *Calco and Rimbey Agreements*: 1052982 shall have executed and delivered to CESL and Finning the Calco Agreement and Rimbey Agreement;

(x) *Officers' Certificates:* a certificate, in form and substance satisfactory to Finning, acting reasonably, executed by Steven Collicutt and Scott Collicutt certifying, in their capacities as officers and/or directors of CESL and not in their personal capacities, (A) the truth and accuracy on the date of this Agreement of CESL's representations and warranties set forth in Schedule "D" hereto, and (B) that CESL has satisfied all of the terms and conditions it is required to satisfy on or before the date of this Agreement; except for any breaches of representations, warranties, covenants or obligations which, would not individually or in the aggregate cause or would be reasonably expected to be Materially Adverse to CESL.

(m) ***US Holders:*** US resident Shareholders will not be eligible to receive Finning Shares under the Offer. Any resident US Shareholder must accept a Cash Alternative only.

(n) ***Exercise or Termination of Options:*** The Offer is made only for the Collicutt Shares and is not made for any options, warrants or any other rights to acquire Collicutt Shares. Any holder of such options, warrants or other rights to purchase Collicutt Shares who wishes to accept the Offer must exercise the options, warrants or other rights to obtain certificates representing Collicutt Shares and deposit these Collicutt Shares under the Offer. Any such exercise must be sufficiently in advance of the Expiry Time to assure the holders of such options, warrants and other rights to purchase Collicutt Shares that they will have Collicutt Share certificates available for deposit before the Expiry Time, or in sufficient time to comply with the procedures referred to in the Offer – "*Manner of Acceptance – Procedure for Guaranteed Delivery*". This Offer shall also allow for Collicutt to implement the Cashless Exercise Procedures set out in Section 1.5 below.

(o) ***Holdco Alternative***: A Holdco Shareholder who holds Collicutt Shares indirectly through a Holding Company will be permitted to participate in the Offer, subject to the limitations and conditions set forth below and the deposit of all of the issued and outstanding shares in the capital of such Holding Company pursuant to the Offer (in lieu of the deposit of Collicutt Shares), for the identical consideration that would have been received by the Holding Company had the Collicutt Shares been deposited directly pursuant to the Offer.

Provided the terms and conditions set forth below shall have been satisfied and the applicable conditions of the Offer shall have been satisfied or waived prior to the time by which Finning is obliged to take up from any Holdco Shareholders, Finning will purchase all of the Holdco Shares from the Holdco Shareholders, where the Holding Company has advised Finning that it wishes to take advantage of the Holdco Alternative in the manner and on or before the times provided below.

A Holdco Shareholder will be permitted to avail itself of the Holdco Alternative provided it enters into a Holdco Agreement with Finning and all of the following terms and conditions are satisfied:

(a) the Holding Company is a single-purpose company incorporated under the ABCA after November 26, 2007;

(b) the Holding Company is resident in Canada and a taxable Canadian corporation for purposes of the *Tax Act*;

(c) the Holding Company has no assets other than Collicutt Shares and no liabilities whatsoever;

(d) Finning has had full access to conduct due diligence including full access to all of the books and records of the Holding Company and its employees, advisors and representatives on or before the Holdco Election Deadline and Finning is satisfied, in its sole discretion, that the activities and operations of the Holding Company including any predecessor company or companies, up to the Take-up Date, will not expose Finning to any material risk if it were to acquire the Holding Company, and merge it into Finning;

(e) the Holding Company advises in writing, c/o the Depositary at its office in Vancouver as shown on at or prior to 12:00 noon (MST) on or before December 17, 2007 that its Holdco Shareholder wishes to avail itself of the Holdco Alternative at which time Finning, its employees, advisors and representatives shall be provided with access and the documents referred to in (d) above; and

(f) the other applicable terms and conditions of the Offer.

**1.2 Collicutt Approval**

(a) ***Board Acceptance:*** CESL represents that its board of directors, upon consultation with its advisors, has determined unanimously that:

(i) the Offer is fair to the Shareholders and is in the best interests of CESL and the Shareholders;

(ii) the board of directors will recommend that Shareholders accept the Offer; and

(iii) this Agreement is in the best interests of CESL and the Shareholders.

(b) ***Advisor Approval:*** CESL represents that its board of directors has received an opinion from Peters & Co. Limited, financial advisor to CESL, that the Offer is fair from a financial point of view to the Shareholders, taking into account the factors identified therein.

(c) ***Director Tendering:*** CESL represents that its directors have advised it that as at the date hereof they intend to tender their Collicutt Shares to the Offer and will so represent in CESL's Directors' Circular in respect of the Offer.

(d) ***Directors' Circular:*** CESL covenants that it shall prepare and approve, in final form, for mailing by Finning concurrently with the mailing of the Offer, the Directors' Circular.

**1.3 Collicutt Co-operation**

(a) ***Further Information:*** CESL shall from time to time furnish Finning with such additional information, including updated or additional lists of holders of Collicutt Shares and Options and lists of securities positions, non-objecting beneficial owners and other assistance as Finning may reasonably request in order for Finning to be able to communicate the Offer to the holders of Collicutt Shares and Options and to such other persons as are entitled to receive the Offer under the Applicable Laws.

(b) ***Review of Directors' Circular:*** CESL shall provide Finning with a draft of any proposed modifications to the Directors' Circular prepared by CESL, from time to time, prior to the mailing thereof, on a confidential basis, and to provide Finning with a reasonable opportunity to review and provide comments thereon. CESL shall prepare the Directors' Circular, in the English language and, if necessary under Applicable Laws, French language in accordance with Applicable Laws, and which shall reflect the determinations and recommendations discussed herein, prior to the date that the Offer is mailed.

**1.4 Post Offer Covenants**

(a) ***Interim Period Directors:*** Promptly upon the purchase by Finning pursuant to the Offer of such number of Collicutt Shares which represents at least 66.67% of the outstanding Collicutt Shares, and from time to time thereafter, and subject to Applicable Laws, Finning shall be entitled to, and shall promptly following take-up and payment for Collicutt Shares, designate the individuals to be appointed or elected the directors of CESL .

Upon Finning purchasing at least 66.67% of the outstanding Collicutt Shares as set out above, all of the directors of CESL, and CESL shall, upon request by Finning, subject to Applicable Laws, use their reasonable efforts to secure the resignations of the current directors to enable Finning's designees to be elected or appointed to the board of directors of CESL and they shall exercise their reasonable efforts to cause Finning's designees to be so elected or appointed.

(b) ***Compulsory Acquisition:*** Finning may, but need not, upon Collicutt Shares being taken up and paid for under the Offer, utilize the compulsory acquisition provisions of Part 16 of the ABCA in respect of Collicutt Shares not tendered under the Offer. If Finning is unable to use such compulsory acquisition provisions or elects not to do so, Finning may, but need not, propose a statutory arrangement, amalgamation, merger or other combination (such transaction or compulsory acquisition hereinafter referred to as a "**Second-Step Transaction**") of CESL with Finning or an affiliate of Finning, if possible to do so under, and subject to compliance with, all Applicable Laws.

Finning agrees that if any Second-Step Transaction is effected it will provide that the holders of any remaining Collicutt Shares not purchased by Finning pursuant to the Offer, shall be entitled to receive consideration per security at least equal to the amount paid per such security under the Offer. Nothing herein shall be construed to prevent Finning from acquiring, directly or indirectly, additional Collicutt Shares in the open market, in privately negotiated transactions, in another take-over bid, tender offer or exchange offer, or otherwise in accordance with the Applicable Laws, following taking up and paying for Collicutt Shares under the Offer.

**1.5 Outstanding Stock Options**

CESL shall use its commercially reasonable efforts to cause all outstanding Options to be exercised or, if not exercised, terminated (including termination pursuant to the Cashless Exercise Procedures) at or prior to the Expiry Time. The board of directors of CESL shall (i) resolve to permit all persons holding Options pursuant to CESL's stock option plan which by its terms are exercisable or not, to exercise such Options immediately after the date on which the Offer is mailed to Shareholders, including by causing the vesting thereof to be accelerated; (ii) authorize CESL to establish such procedures as are desirable or necessary to carry out such cashless exercises of the Options in accordance with the provisions of the CESL stock option plan (the "**Cashless Exercise Procedures**"); and (iii) authorize the payment by CESL of the difference between the value of the Cash Alternative and the exercise price of any Option exercised pursuant to the Cashless Exercise Procedures.

## ARTICLE 2
## REPRESENTATIONS AND WARRANTIES

**2.1 Representations and Warranties of Finning**

Finning hereby represents and warrants to CESL as to those matters set forth in Schedule "C" hereto and acknowledges that CESL is relying upon those representations and warranties in entering into this Agreement.

**2.2 Representations and Warranties of CESL**

CESL hereby represents and warrants to Finning as to those matters set forth in Schedule "D" hereto and acknowledges that Finning is relying upon those representations and warranties in entering into this Agreement.

**2.3 Investigation**

No investigation by or on behalf of any party prior to the date of this Agreement shall mitigate, diminish or affect the representations and warranties made by any other party pursuant to this Agreement unless the party making representations and warranties shall have actual knowledge prior to the date of this Agreement of any specific representation or warranty being untrue. Where the provisions of Schedule "C" or "D" or elsewhere in this Agreement refer to disclosure in writing, such disclosure shall be made expressly in response to the applicable provision and shall be signed by a senior officer of the party making the disclosure.

**2.4 Corporate Knowledge**

Any reference in this Agreement to the "knowledge" of CESL shall mean to the knowledge, information and belief of any of the senior management of CESL including, without limitation, all directors of CESL, Scott Collicutt and Andrew Cruickshank, after having made all necessary enquiries that a reasonable individual in such a position would make of other employees, agents or representatives of CESL generally or of any other person.

## ARTICLE 3
## CONDUCT OF BUSINESS

### 3.1 Prohibited Activities

CESL covenants and agrees that, during the period from the date of this Agreement until the earlier of: (i) the time (the "**Effective Time**") of the appointment or election to the board of directors of CESL of the persons designated by Finning who represent a majority of the board of directors of CESL; or (ii) the date this Agreement is terminated unless Finning shall otherwise agree in advance in writing (except as required by law) or as otherwise expressly contemplated or permitted by this Agreement, CESL shall not, and shall not permit any of its Subsidiaries to:

(a) ***Corporate/Reorganizations***:

(i) alter any of the provisions of the constating documents of CESL or of any of its Subsidiaries;

(ii) resolve to reduce its share capital in any way or repurchase, redeem or otherwise acquire any of its Collicutt Shares or any securities of its Subsidiaries (other than pursuant to the purchase by CESL of Options currently outstanding and which are described in Schedule "F" hereto, all in accordance with the terms and conditions of CESL's stock option plan);

(iii) reduce the stated capital of any of its Subsidiaries, if applicable;

(iv) make an allotment of, or issue or grant an option, warrant, call, conversion or exchange privilege or right of any kind to subscribe for, any of its Collicutt Shares or securities of its Subsidiaries (other than pursuant to the exercise of Options currently outstanding and which are described in Schedule "F" hereto);

(b) ***Asset Transactions***: purchase or otherwise acquire or sell, transfer, lease, exchange or otherwise dispose of any interest in or right to land or any other single asset or property having a value in excess of $250,000 or assets or properties having an aggregate value in excess of $500,000 for CESL and its Subsidiaries taken as a whole;

(c) ***Material Contracts***: enter into, modify or amend any material agreement of CESL or any Subsidiary, or relinquish any material contractual rights other than in the ordinary course of business consistent with past practice;

(d) ***Credit Facilities***: except in respect of its current operations in the ordinary course of business consistent with past practice or pursuant to existing operating lines of credit and except pursuant to plans or proposals disclosed in writing to Finning on or prior to the date of this Agreement, incur or commit to incur or assume any indebtedness for borrowed money or issue any debt securities, or guarantee, endorse or otherwise become liable or responsible for, the obligations of any other person, or make any loans or advances in the aggregate in excess of $750,000, or enter into any interest rate, currency or commodity swaps, hedges, or other similar financial derivative instruments;

(e) ***Settlement of Claims***: except in the usual, ordinary and regular course of business and consistent with past practice and except pursuant to plans or proposals disclosed in writing to Finning on or prior to the date of this Agreement, satisfy any material claims, lawsuits, arbitrations or other adverse proceedings or liabilities except such as have been reserved against CESL's financial statements delivered to Finning;

(f) ***New Encumbrances***: mortgage, lease, encumber or charge any property, other than in the ordinary course of business, consistent with past practice;

(g) ***Mergers***: re-organize, amalgamate or merge with any other person or resolve that it be wound up;

(h) ***Acquisitions***: acquire or agree to acquire any person, corporation, partnership, joint venture or other business organization or division or agree to acquire any material assets;

(i) ***Creditor Proceedings***: appoint or permit the appointment of a liquidator, receiver or trustee in bankruptcy for CESL or any of its Subsidiaries or in respect of the assets of CESL or any of its Subsidiaries;

(j) ***Corporate Dissolution***: permit the making of an order by a court for the winding-up or dissolution of CESL or any of its Subsidiaries;

(k) ***Dividends and Other Distributions***: declare, set aside or pay any dividends, including for the purpose of effecting a share subdivision, or make declare, set aside or make any payment or distribution (in cash, stock, property or otherwise) with respect to its Collicutt Shares;

(l) ***Labour/Employee Agreements***: establish, adopt, enter into, make or amend any collective bargaining, bonus, profit sharing, compensation, stock option, stock ownership, stock compensation, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee of CESL or any of its Subsidiaries except as disclosed to Finning in writing prior to the date of this Agreement, or make any award or payment (whether by way of bonus, salary increase, stock option, pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance or termination pay or any other form of compensation or profit sharing) to any director, officer or employee of CESL or any of its Subsidiaries other than pursuant to agreements in effect (without amendment) on the date hereof and previously disclosed in writing to Finning and, notwithstanding the foregoing, neither CESL nor any of its Subsidiaries shall make, amend, or become obligated to make or amend any discretionary payment to or for the benefit of any director, officer or employee of CESL or any of its Subsidiaries without the prior written consent of Finning;

(m) ***Material Developments***: implement any other material change in the present business, affairs, capitalization, dividend policy or financial condition of CESL and its Subsidiaries, taken as a whole;

(n) ***Capital Expenditures***: authorize any capital expenditures in excess of $250,000 for any item or series of items constituting parts of a single item or $500,000 in the aggregate for CESL and its Subsidiaries taken as a whole for all such items; provided that CESL and its Subsidiaries shall be authorized to make all capital expenditures in accordance with all commitments and contracts with third parties in existence at the date hereof as disclosed to Finning in writing on or prior to the date of this Agreement or pursuant to capital budgets of CESL or its Subsidiaries approved by the board of directors of CESL on or prior to the date hereof as disclosed to Finning in writing prior to the date of this Agreement;

(o) ***Violation of Representations***: take any action that would, or would reasonable be expected to, render any representation or warranty made by CESL in this Agreement untrue at any time at or prior to the Effective Time if made at such time, except for breaches of representations and warranties which, would not individually or in the aggregate, or would not be reasonably expected to, be Materially Adverse to Collicutt.

**3.2 Operating Obligations**

CESL covenants and agrees with Finning that, except as expressly contemplated by this Agreement, as required by Applicable Laws or to the extent Finning has otherwise consented in advance in writing, until this Agreement is terminated, CESL shall:

(a) ***Ordinary Course***: carry on its business and cause each of its Subsidiaries to carry on its and their respective business only in, and not take any action except in, the ordinary course of business and consistent with past practice;

(b) ***Consultation with Finning***: confer on a regular basis with Finning with respect to operational matters and promptly advise Finning, orally and in writing, of any Materially Adverse change of CESL or of any of its Subsidiaries and of any material governmental or third party complaints, investigations, or hearings (or communications indicating that the same may be contemplated);

(c) ***Maintain Insurance***: maintain the current insurance (or re-insurance) policies of it and its Subsidiaries and not allow the same to be cancelled or terminated or any other coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(d) ***Maintain Goodwill***: use, and cause each of its Subsidiaries to use, its commercially reasonable efforts to preserve intact their respective business organizations and goodwill, to keep available the services of their respective officers and employees as a group and to maintain satisfactory relationships with suppliers, distributors, customers and others with whom they have business relationships and inform Finning orally and in writing if any officer submits a resignation;

(e) ***Ongoing Reporting***: furnish Finning with a copy of all material information and material reports (including financial statements, officer's certificates, operating statements, inventory schedules, receivables (including aging reports), reports of operations and operating plans) prepared by CESL and provided to directors and management of CESL after the date hereof;

(f) ***Settlement of Options***: use its best efforts to facilitate the settlement of all outstanding Options in the manner permitted herein;

## 3.3 Finning Exclusivity

(a) ***Non-Solicitation***: Subject to subparagraph (b) below, CESL and its Subsidiaries shall not, directly or indirectly, through any officer, director, employee, shareholder, advisor, investment banker, representative or agent of CESL or any of its Subsidiaries, (i) solicit, initiate, encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) any inquiries or proposals regarding any merger, amalgamation, reorganization, consolidation, arrangement, business combination, recapitalization, take over bid, sale of assets (or any lease, long term supply agreement or other transaction having the same economic effect as a sale of assets), liquidation, issue or sale of shares or rights or interests therein or thereto or similar transactions involving CESL or any of its Subsidiaries (any of the foregoing inquiries or proposals being referred to herein as an "**Acquisition Proposal**"), or (ii) provide any confidential information to, participate in any discussions or negotiations relating to any such transactions with, or otherwise co-operate with or assist or participate in any effort to take such action by, any corporation, person or other entity or group, provided that, for greater certainty, CESL may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the board has so determined.

(b) ***Fiduciary Qualifier***: Nothing contained in section 3.3(a) or other provisions of this Agreement shall prevent the board of directors of CESL from considering or engaging in negotiations that could reasonably be expected to lead to a Superior Proposal. In this Agreement a "**Superior Proposal**" is any unsolicited *bona fide* written Acquisition Proposal which is fully financed and is an offer to acquire, directly or indirectly, all or substantially all of the Collicutt Shares or CESL's assets that the board of directors of CESL shall have determined, in good faith, is reasonably capable of being completed (taking into account all legal, financial, regulatory and commercial aspects of the proposal and the party making the proposal) and based on an opinion of a financial adviser to the CESL board of directors or a committee thereof, is superior, from a financial point of view, (for which purpose the Break Fee shall be taken into account in determining value to the extent relevant) to the Offer or, if applicable, any amended or new Offer by Finning and nothing in this section 3.3 will preclude CESL or its officers and board of directors from responding, within the time and in the manner required by the Applicable Laws, to any take over bid or tender or exchange offer made for Collicutt Shares or other securities of CESL.

(c) ***Termination of Discussions***: CESL shall immediately cease and cause to be terminated any existing discussions or negotiations with any parties (other than Finning) that has, prior to the date of this Agreement, made an Acquisition Proposal or who is known by CESL, acting reasonably, to be considering making an Acquisition Proposal. Subject to section 3.3(e) below, CESL shall not allow or permit access to any data or information rooms regarding CESL except to Finning and its representatives and advisors. CESL agrees not to release any third party from any confidentiality or standstill agreement to which CESL and such third party are a party. CESL shall immediately request the return or destruction of all information provided to any third parties who have entered into a confidentiality agreement with CESL relating to a potential Acquisition Proposal and shall use its best efforts to ensure that such requests are honoured.

(d) ***Notice of Proposals***: CESL shall immediately notify Finning (but in no event later than 48 hours) of any Acquisition Proposal to which it is proposed to be made a party or any request for non-public information relating to CESL or any of its Subsidiaries in connection with an Acquisition Proposal or for access to the properties, books or records of CESL or any Subsidiary by any person or entity that may be considering making, or that has made, an Acquisition Proposal. Such notice to Finning shall be made orally and in writing, and shall include the Acquisition Proposal (or such details as are known to CESL and its representatives or advisors) and such details of the proposal, inquiry or contact as Finning may reasonably request and which is in the possession of, or under the control of, CESL or its representatives or advisors, including the identity of the person making such proposal, inquiry or contact.

(e) ***No Disclosure:*** CESL shall not make available, after the date hereof, any material non-public information to any party in connection with any potential or actual Acquisition Proposal. Notwithstanding the foregoing, in the event that the board of directors of CESL receives a request for material non-public information from a party in connection with a *bona fide* Acquisition Proposal and the board of directors of CESL determines in good faith that such proposal could reasonably be expected to lead to a Superior Proposal, then, and only in such case, CESL may, subject to the execution of a confidentiality agreement substantially similar to that then in effect between CESL and Finning, provide such party with access to information regarding CESL. CESL agrees to send a copy of any such confidentiality agreement to Finning immediately upon its execution (but in no event later than 48 hours). Any confidential information provided to a third party must also be provided to Finning.

(f) ***Collicutt Representatives***: CESL shall ensure that the officers, directors and employees of CESL and its Subsidiaries and any investment bankers or other advisors or representatives retained by CESL in connection with the transactions contemplated hereunder are aware of the provisions of this section, and CESL shall be responsible for any breach of this section 3.3 by any of the foregoing.

## 3.4 Access to Information

(a) ***Collicutt Data and Resources***: From the date hereof until the earlier of the Expiry Time and the time this Agreement is terminated, and subject to the existing confidentiality agreement between CESL and Finning dated April 3, 2007 (the "**Confidentiality Agreement**"), CESL shall (and shall cause each of its Subsidiaries to) designate one officer (the "**Information Officer**") to facilitate reasonable ongoing information and access requests by Finning's officers, employees, counsel, accountants and other authorized representatives and advisors ("**Representatives**") to information, confidential or otherwise, with respect to CESL and its Subsidiaries and their respective businesses, assets and properties, including books, contracts and records as well as access to management personnel and employees, subject to such access not interfering with the ordinary conduct of the business of CESL and its Subsidiaries. Further, Finning agrees that all information and access requests shall be made to the Information Officer and the Information Officer shall be entitled to be included in all meetings with management personnel and employees.

(b) ***Agency Investigations***: Finning and its Representatives will not contact any Agency (other than Agencies with registries or information available by request from members of the public), any employees of CESL or any of its Subsidiaries or any third party who is a party to any agreement, arrangement or understanding under which CESL or any of its Subsidiaries (or any of their assets) is bound or affected, without the prior written consent of CESL, and CESL shall (and shall cause each of its Subsidiaries to) furnish promptly to Finning all information concerning its business, assets, properties and personnel as Finning may reasonably request.

### 3.5 Structure of Transaction

CESL shall co-operate with Finning in modifying the structure of the acquisition by Finning of CESL in a tax, commercial and regulatory efficient manner should that become reasonably necessary, provided that no such co-operation shall be required where such structuring shall have an adverse effect on CESL or cause any breach of or default under this Agreement by CESL or any other agreement under which CESL or any of its Subsidiaries is bound.

### 3.6 Income Tax Election

Under the terms of the Offer, Finning will issue Finning Shares directly to accepting Shareholders so as to enable eligibility for elections under subsection 85(1) or 85(2) of the *Tax Act*. Finning will execute and file such tax elections (and any elections under similar provisions of any provincial tax legislation) within 30 days of receiving them provided that:

(a) the electing shareholder is an eligible holder (as defined in Offer); and

(b) a validly completed election form signed by the eligible holder is received by Finning at an address designated by Finning on or before 90 days after the Take-Up Date.

With the exception of the obligation to execute and file the elections, compliance with the requirements for a valid election and the completion of the election form will be the sole responsibility of the eligible holder making the election. Except to the extent they resulted directly from Finning's failure to execute and file a validly completed election form received by Finning at the designated address within the specified time period and executed by an eligible holder, Finning will not be responsible for, or liable for, taxes, interest, penalties, damages or expenses resulting in any way from the elections, their manner of completion, their filing or their failure to be filed or any other matter pertaining to the elections.

## ARTICLE 4
## FEES AND OTHER ARRANGEMENTS

### 4.1 Break Fee

If at any time after the execution of this Agreement:

(a) ***Withdrawal of Support***: the board of directors of CESL withdraws or modifies in a manner adverse to Finning any of its recommendations or determinations referred to in section 1.2 or resolves to do so prior to the Expiry Time (other than as a direct result of and in direct response to a material breach by Finning of its obligations hereunder or other than as a direct result of a change occurring after the date of this Agreement in respect of Finning that is Materially Adverse) or the board of directors of CESL recommends acceptance by the Shareholders of, or that Shareholders vote in favour of, a Superior Proposal; or

(b) ***CESL Supporting Superior Proposal***: CESL terminates this Agreement pursuant to section 6.1(g); or

(c) ***Failure of Completion Condition:*** the Minimum Condition or any other condition of the Offer has not been satisfied or waived at the Expiry Time and Finning has not elected to waive such condition or extend the Offer and:

(i) a *bona fide* written Acquisition Proposal has been made and publicly announced by any person (the "**Acquisition Proposal Offeror**"), other than the Offeror, prior to the Expiry Time and not withdrawn at least five days prior to the Expiry Time; and

(ii)

(A) CESL consummates an Acquisition Proposal with the Acquisition Proposal Offeror, or a person acting jointly or in concert with the Acquisition Proposal Offeror (within the meaning of that expression as used in the Applicable Laws) prior to the expiration of 365 days following termination of this Agreement;

(B) the Acquisition Proposal Offeror, together with persons acting jointly or in concert with the Acquisition Proposal Offeror, acquires sufficient securities of CESL that, together with their currently held Collicutt Shares, represent de facto control of CESL, prior to the expiration of 365 days following termination of this Agreement; or

(C) CESL enters into a definitive agreement with respect to an Acquisition Proposal with the Acquisition Proposal Offeror, or a person acting jointly or in concert with the Acquisition Proposal Offeror, prior to the expiration of 120 days following the termination of this Agreement, and thereafter consummates such Acquisition Proposal;

(each of the above being a "**Fee Event**") then CESL shall forthwith pay to Finning, or as Finning may direct, as liquidated damages an amount (the "**Break Fee**") equal to $2,896,640, plus applicable goods and services tax.

For greater certainty, CESL shall not be obliged to make more than one payment under this Section 4.1 if one or more of the events specified herein occurs.

**4.2 Right to Match Superior Proposal**

The parties agree that:

(a) if, before the Effective Time, CESL receives a written Acquisition Proposal that the board of directors of CESL determines is a Superior Proposal, CESL shall, in accordance with section 3.3(d), promptly notify Finning in writing of the proposal and provide to Finning a copy of the proposal;

(b) until the expiration of the five business day period referred to in section 4.2(c) below, CESL shall not take any action to withdraw, modify or change its recommendation with respect to the Offer or to approve or implement or enter into any agreement to approve or implement such Superior Proposal; and

(c) within five business days after the later of the date of such notification and the date Finning receives a copy of the document evidencing such Superior Proposal, Finning may, by notice in writing to CESL, agree to amend this Agreement to increase the consideration to be paid to Shareholders pursuant to the Offer to an amount having a value at least equal to the value of the consideration offered under such Superior Proposal (provided that for the purposes of this Agreement, the value of any non-cash consideration proposed to be paid, delivered or issued under any Superior Proposal or by Finning (unless the consideration proposed to be paid, delivered or issued under such Superior Proposal or by Finning includes an all-cash option, in which case the value of such consideration shall be equal to such cash consideration) shall be determined by the board of directors of CESL (having consulted any financial advisor of CESL or obtained other independent financial advice), acting reasonably, and CESL shall forthwith provide to Finning all data, opinions and other information relied upon by the board of directors of CESL in order to arrive at its determination of the value of any non-cash consideration to be paid), in which case CESL and Finning shall agree to any amendments required to so increase the consideration and CESL shall not take any action to withdraw its recommendation with respect to the Offer, as amended, or to approve or implement such Superior Proposal or release the person making such Superior Proposal from any standstill or confidentiality obligation.

## ARTICLE 5
## MUTUAL COVENANTS

### 5.1 Consultation

The parties agree to consult with each other in issuing any press releases or otherwise making public statements with respect to the Offer or any other Acquisition Proposal and in making any filings with any federal, provincial or state governmental or regulatory agency or with any securities exchange with respect thereto. Subject to the requirements of the Applicable Laws, each party shall use its commercially reasonable efforts to enable the other party to review and consent to all such press releases prior to release thereof.

### 5.2 Further Assurances

Subject to the terms and conditions herein, the parties agree to use their respective reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under Applicable Laws and regulations thereunder, to consummate the transactions contemplated by this Agreement and the Offer, including the execution and delivery of such documents as the other party may reasonably require, and using commercially reasonable efforts to effect all necessary registrations, filings and submissions requested by governmental authorities.

### 5.3 Third Party Approvals

Each of Finning and CESL will, and CESL will cause its Subsidiaries to, use their reasonable commercial efforts (i) to obtain all necessary waivers, consents and approvals from other parties to material loan agreements, leases and other contracts or agreements (including, in particular but without limitation, the agreement of any persons as may be required pursuant to any material agreement, arrangement or understanding relating to CESL's operations), (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations with respect to this Agreement or the Offer, (iii) to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby or by the Offer, and (iv) to fulfil all conditions and satisfy all provisions of this Agreement and the Offer.

# ARTICLE 6
# TERMINATION, AMENDMENT & WAIVER

## 6.1 Termination

This Agreement (other than the provisions of Section 4.1, which shall survive any such termination) may be terminated at any time prior to the first date on which Finning takes up and pays for Collicutt Shares under the Offer:

(a) by agreement in writing executed by Finning and CESL;

(b) by Finning at any time by written notice if CESL is in default of any material covenant or obligation under this Agreement or CESL or any member of the Collicutt Group is in default of any material covenant or obligation under the Lock-Up Agreement or any representation or warranty of CESL under this Agreement or of the Collicutt Group under the Lock-Up Agreement is untrue or incorrect (except for breaches which would not individually or in the aggregate, or would not be reasonably expected to, be Materially Adverse to CESL);

(c) by CESL at any time by written notice if Finning is in default of any material covenant or obligation under this Agreement or any representation or warranty of Finning under this Agreement is untrue or incorrect (except for breaches which would not individually or in the aggregate, or would not be reasonably expected to, be Materially Adverse to Finning);

(d) by either party by written notice after March 30, 2008 if Finning has not purchased any Collicutt Shares pursuant to the Offer, otherwise than as a result of the breach by the party wishing to terminate this Agreement of any material covenant or obligation under this Agreement or as a result of any representation or warranty of such party in this Agreement by being untrue or incorrect in any material respect;

(e) by Finning by written notice if the Minimum Condition or any other condition of the Offer has not been satisfied or waived at the Expiry Time and Finning has not elected to waive such condition or extend the Offer;

(f) by Finning by written notice upon the occurrence of a Fee Event as provided for in section 4.1; or

(g) by CESL if, prior to the Expiry Time or termination of the Offer, an Acquisition Proposal is received by CESL which is a Superior Proposal and Finning does not agree to make the amendments referred to in Section 4.2(c).

## 6.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 6.1, this Agreement shall forthwith have no further force or effect and there shall be no further obligations on the part of Finning or CESL hereunder except those obligations that have accrued to such date. Nothing herein shall relieve any party from liability for a breach of the Agreement.

### 6.3 Amendment or Waiver

This Agreement be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by each of the parties hereto; provided, however, that either of CESL or Finning may in its discretion waive a condition herein which is solely for its benefit without the consent of the other. No waiver of any nature, in any or more instances, shall be deemed or construed as a further or continued waiver of any condition or any breach of any other term, representation or warranty in this Agreement.

## ARTICLE 7
## MISCELLANEOUS

### 7.1 Headings and References

The division of this Agreement into articles, sections and the insertion of descriptive headings are for convenience of reference only and do not control or affect the meaning, interpretation or construction of any provisions of this Agreement. Unless otherwise specified, references to articles or sections are to articles and sections of this Agreement.

### 7.2 Number and Persons

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental board, agency or instrumentality thereof).

### 7.3 Notices

All notices or other communications which are permitted or required hereunder shall be communicated confidentially and in writing and shall be sufficient if delivered personally, or sent by confidential facsimile addressed as follows:

To Finning:

Finning (Canada),
a division of Finning International Inc.
16830 107$^{th}$ Avenue
Edmonton, AB
T5P 4C3

Facsimile: (780) 930-4800
Attention: Ian Reid, President

With a copy to:

Borden Ladner Gervais, LLP
1200 - 200 Burrard Street
Vancouver, British Columbia
V7X 1T2

Facsimile: (604) 622-5845
Attention: Robert R. Shouldice

To CESL:

Collicutt Energy Services Ltd.
7550 Edgar Industrial Drive
Red Deer, Alberta
T4P 3R2

Facsimile: (403) 358-6153
Attention: Steven M. Collicutt, President and CEO

With a copy to:

Davis LLP
Suite 3000, 400 – 4th Avenue S.W.
Calgary, Alberta
T2P 0J4

Facsimile: (403) 213-4461
Attention: James Bell

**7.4 Entire Agreement**

Except for the Confidentiality Agreement, this Agreement and the documents referred to herein supersede all prior agreements, commitments, arrangements or understandings between the parties hereto with respect to the subject matter hereof.

**7.5 Severability**

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated and the parties shall negotiate in good faith to modify the Agreement to preserve each party's anticipated benefits thereunder.

**7.6 Assignment**

This Agreement and the rights, interests and obligations hereunder shall not be assignable by either party without the prior written consent of the other party.

### 7.7 Expenses

Each party will pay its own expenses. CESL represents and warrants to Finning that, except for Peters & Co. Limited, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission, or to the reimbursement of any of its expenses, in connection with the Offer. CESL has provided to Finning a correct and complete copy of all agreements between CESL and each of its financial advisors as are in existence as at the date hereof. CESL covenants not to amend the terms of any such agreements relating to the payment of fees and expenses without the prior written approval of Finning.

### 7.8 Remedies

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to remedy or prevent non-compliance or breaches with the terms of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction; provided that such remedies shall be in addition to, and not in substitution for, any other remedy to which the parties may be entitled at law or in equity. Nothing in this Agreement shall relieve any party from damages or liability for a breach of any of its representations and warranties or a breach of any of its covenants set forth in this Agreement.

### 7.9 Choice of Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction).

### 7.10 Currency

Except as expressly indicated otherwise, all sums of money referred to in this Agreement are expressed and shall be payable in Canadian dollars.

### 7.11 Schedules

The following are the Schedules to this Agreement, which form an integral part hereof:

| | | |
|---|---|---|
| Schedule "A" | - | Definitions |
| Schedule "B" | - | Conditions of the Offer |
| Schedule "C" | - | Representations and Warranties of Finning |
| Schedule "D" | - | Representations and Warranties of CESL |
| Schedule "E" | - | Subsidiaries |
| Schedule "F" | - | Options |
| Schedule "G" | | Proration Principles |

### 7.12 Counterparts

This Agreement may be executed in any number of counterparts, facsimile or otherwise, and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on their behalf as of the date first written above.

**FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.**

(Signed) "*Ian Reid*"
President

(Signed) "*Michael Waites*"
Executive VP & CFO

**COLLICUTT ENERGY SERVICES LTD.**

(Signed) "*Steven Collicutt*"
President and CEO

## SCHEDULE "A"
## TO SUPPORT AGREEMENT

## DEFINITIONS

"**1052982**" means 1052982 Alberta Ltd.

"**ABCA**" means the Business Corporation Act (Alberta);

"**Acquisition Proposal**" has the meaning set out in section 3.3(a);

"**Acquisition Proposal Offeror**" has the meaning set out in section 4.1(c)(i);

"**affiliate**" shall have the meaning attributed to it under the *Securities Act* (Alberta);

"**Agency**" means any domestic or foreign government, court or tribunal or governmental department, agency or other regulatory authority or administrative agency or commission or any elected or appointed public official;

"**Agreement**" means this Transaction and Support Agreement including the Schedules attached or referred to herein;

"**Aggregate Number of Requested Finning Shares**" has the meaning set out in Schedule G;

"**Applicable Laws**" means: (a) the ABCA, the securities legislation of each province and territory of Canada, the rules, regulations and forms made or promulgated under that legislation, and the policies, bulletins and notices of the regulatory authorities administering that legislation and the rules, regulations, bylaws and policies of The Toronto Stock Exchange, as any of the foregoing may be amended from time to time and (b) any and all statutes, laws (including principles of common law and equity), regulations, ordinances, rules, codes, Orders, bylaws, policies, directions, standards, guidelines and protocols (where such standards, ordinances, rules, codes, policies, directions, guidelines and protocols have the force of law), and other lawful requirements of any Agency now or hereafter in effect;

"**Assets**" means all of the assets of CESL of whatever kind and nature and wherever situate.

"**Audited Financial Statements**" means the audited income statement for the year ended December 31, 2006 and balance sheet as at December 31, 2006, both dated February 27, 2007.

"**business day**" means any day other than a Saturday, Sunday or Canadian federal holiday or a day on which the principal banks in Edmonton, Alberta are not generally open for business during normal business hours;

"**Bid**" or "**Bid Circular**" means the takeover bid circular of Finning generally described in Section 1.1(a);

"**Break Fee**" has the meaning set out in section 4.1;

"**Business**" means the business enterprise, and activities currently being carried on by the CESL Entities.

"**Calco**" means Collicutt Energy Services Inc., a wholly owned US subsidiary of Collicutt;

"**Calco Shares**" means all of the issued and outstanding shares of Calco, currently held by Collicutt and to be transferred to 1052982 pursuant to the Calco Agreement;

"**Calco Agreement**" means the agreement between CESL and 1052982 regarding the sale and transfer of all Calco Shares to 1052982 dated November 27, 2007;

"**Cash Alternative**" means for each Collicutt Share, $9.75 is cash;

"**Cashless Exercise Procedures**" means those procedures described in Section 1.5;

"**CESL**" or "**Collicutt**" means Collicutt Energy Services Ltd., a company existing under the laws of Alberta;

"**Collicutt Group**" means Steven Collicutt, Scott Collicutt, Lorna Collicutt, Rae Collicutt and Ed Kernaghan and entities controlled by them which hold Collicutt Shares;

"**CESL Entities**" means CESL and its Subsidiaries;

"**CESL Disclosure Documents**" means CESL's Management Proxy Bid Circular dated February 27, 2007, Annual Information Form for the year ended December 31, 2006 and Management's Discussion and Analysis contained in CESL's 2006 Annual Report, financial statements contained in CESL's 2006 Annual Report, unaudited interim consolidated financial statements of CESL for the period ended September 30, 2007 and all other interim financial statements, reports to shareholders and material change reports filed pursuant to the Applicable Laws since January 1, 2006;

"**Claim**" means any claim, demand, investigation, complaint, grievance, action, application, suit, cause of action, Order, notice (including a notice of defect or non-compliance), directive, ticket, charge, summons, citation, indictment, prosecution, information or other similar process, assessment or reassessment, judgment, petition or other proceeding of any nature or kind whatsoever from or commenced by any Person or Agency;

"**Closing Conditions**" means the conditions described in Schedule B;

"**Collicutt Shares**" means common shares without par value in the capital of CESL as constituted on the date hereof;

"**Confidentiality Agreement**" has the meaning set out in section 3.4;

"**Contract**" means any contract, commitment or understanding (including any lease, license, loan agreement, guarantee, security, indemnity, indenture or other instrument), whether written or oral;

"**Depository**" means Computershare Investor Services Inc.

"**Directors' Circular**" has the meaning set out in section 1.1(k);

"**Disclosure Letter**" means the letter, and accompanying schedules, which is being provided by CESL to Finning in connection with the Schedule D representations and warranties;

"**Effective Time**" has the meaning set out in section 3.1;

"**Employment Severance Agreements**" means the employment, termination and severance agreements between Finning, CESL and each of Steven Collicutt, Scott Collicutt and Lorna Collicutt;

“**Employee Plans**” has the meaning ascribed to it in paragraph (40) of Schedule D;

“**Encumbrance**” means any lien, charge, encumbrance, title retention right, security interest, pledge, hypothecation or right of others of any nature or kind whatsoever;

“**Expiry Time**” has the meaning set out in section 1.1(h);

“**Fairness Opinion**” means the written opinion from Peters & Co. Limited to the board of directors of CESL referred to in paragraph 1.1(l)(iv);

“**Fee Event**” has the meaning set out in section 4.1;

“**Finning Shares**” has the meaning set out in section 1.1(a)(ii);

“**Finning Share Price**” has the meaning set out in section 1.1(a)(ii);

“**Hazardous Substances**” has the meaning set out in Schedule D, section 39(a);

“**Holdco Agreement**” means an agreement satisfactory to Finning, in its sole discretion, pursuant to which all of the holders of Holdco Shares agree to, among other things, deposit all of the Holdco Shares to Finning (in lieu of Collicutt Shares) under the Offer and agree to deposit with the Depositary prior to the Holdco Election Deadline a duly completed Holdco Letter of Transmittal and Election Form;

“**Holdco Alternative**” means the option of all holders of Holdco Shares which holds Collicutt Shares to participate in the Offer by entering into a Holdco Agreement with Finning and by depositing all of the issued and outstanding shares in the capital of such company to Finning (in lieu of Collicutt Shares) under the Offer and to receive the consideration specified in the Offer as elected by them in the Holdco Letter of Transmittal and Election Form;

“**Holdco Election Deadline**” means the date which is five(5) days prior to the Expiry Time;

“**Holdco Letter of Transmittal and Election Form**” means the letter of transmittal and election form for use by Holdco Shareholders who choose the Holdco Alternative which, when duly completed and returned prior to the Holdco Election Deadline, will enable Holdco Shareholders to elect under the Offer to deposit their Holdco Shares under the Offer (in lieu of Collicutt Shares) for the Cash Alternative, the Share Alternative or the Split Alternative, as the case may be, subject to certain prorations;

“**Holdco Shareholder**” means a holder of Holdco Shares;

“**Holdco Shares**” means, in respect of a Holding Company, all of the issued and outstanding shares in the capital of such Holding Company;

“**Holding Company**” means a company which is a holder of Collicutt Shares and in respect of which all of the Holdco Shareholders have validly exercised the Holdco Alternative within the times and in accordance with the conditions set out herein and duly completed and deposited with the Depositary prior to the Holdco Election Deadline a Holdco Letter of Transmittal and Election Form;

“**Implementation Conditions**” means the conditions described in Section 1.1(l);

“**Individual Number of Requested Finning Shares**” has the meaning set out in Schedule G, section (a);

“**Information Officer**” has the meaning set out in section 3.4(a);

"**Information Technologies**" means those items described in Part I of Schedule 8 of the Disclosure Letter;

"**Interim Financials**" means the monthly unaudited statements for the month ending September 30, 2007

"**Leased Property**" has the meaning set out in Schedule D, section 9;

"**Leases**" has the meaning set out in Schedule D, section 11;

"**Liabilities**" means obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, losses, costs (including remediation costs), expenses and other charges, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, statutory, contractual, legal or equitable, including professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating, pursuing or settling any Claim;

"**Lock-Up Agreement**" has the meaning set out in section 1.1(l)(vi);

"**Material Contract**" has the meaning set out in Schedule D, section 24(j);

"**Materially Adverse**" means, with respect to a Person, a fact, circumstance, event or term that is or would reasonably be expected to be material and adverse to the financial and operating condition of that Person and its Subsidiaries, taken as a whole, or to the ability of a party to perform a material obligation under this Agreement, provided that a fact, circumstance, event or term shall be deemed not to be Materially Adverse if it consists of, or results from any change, effect, event or occurrence (i) in or relating to the Canadian or United States economy or financial, credit or securities markets in general including, without limitation, any reduction in major markets indices, (ii) in or relating to currency exchange rates; (iii) in or relating to the industries in which CESL or Finning operates or the markets for any of CESL's or Finning's products or services in general, (iv) reasonably attributable to the announcement of the Offer and the transactions contemplated hereby, (v) in or relating to the trading price of the Collicutt Shares or the Finning Shares, (vi) in or relating to Canadian generally accepted accounting principles or regulatory accounting requirements, (vii) in or relating to any laws, bylaws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments or other requirements of any Agency of general application or any interpretation thereof by any Agency; (viii) any matter or prospective matter, either alone or in consideration with other matters or prospective matters, that relate to or arise out of a matter that has been publicly disclosed in a CESL Disclosure Document, or in the Disclosure Letter.

For greater certainty and without limiting the generality of the foregoing, in the case of the CESL Entities a fact, circumstance, event or term shall be deemed to be *Materially Adverse* to CESL if it results in, or could be reasonably expected to result in, a loss or reduction in revenue in excess of $5,000,000 or a Liability in excess of $2,500,000.

For greater certainty and without limiting the generality of the foregoing, in the case of Finning (and its Subsidiaries) a fact, circumstance, event or term shall be deemed to be *Materially Adverse* to Finning if it results in, or could be reasonably expected to result in, a loss or reduction in revenue in excess of $250,000,000 or a Liability in excess of $250,000,000.

"**Maximum Share Consideration**" has the meaning set out in Schedule G;

"**Maximum Share Consideration**" has the meaning set out in section 1.1(b);

"**Minimum Condition**" has the meaning defined in section 1.1(c);

"**Non-Compete Agreement**" has the meaning defined in section 1.1(l)(viii);

"**Offer**" has the meaning set out in section 1.1(a);

"**Offeror**" means Finning (Canada), a division of Finning International Inc., a company existing under the federal laws of Canada;

"**Offeror Public Documents**" has the meaning set out in Schedule C, section (g);

"**Option**" means an option to purchase Collicutt Shares granted by CESL pursuant to its stock option plan or other employee compensation arrangement;

"**Orders**" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Agency, court or arbitrator;

"**Person**" includes an individual, corporation, incorporated or unincorporated association, syndicate or organization, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee, executor, administrator or other legal representative or other entity;

"**Permitted Encumbrances**" means those encumbrances listed in Schedule 5 to the Disclosure Letter;

"**Personal Property Leases**" has the meaning set out in Schedule D, section 17;

"**Pro-rated Finning Share Number**" has the meaning set out in Schedule G, section (a);

"**Rimbey Assets**" means the specific assets being acquired by 1052982 from CESL as listed in the Rimbey Agreement;

"**Rimbey Agreement**" means the agreement dated November 27, 2007 between CESL and 1052982 regarding the sale and transfer of the Rimbey Assets by CESL to 1052982;

"**Real Property**" has the meaning set out in Schedule D, section 9;

"**Representatives**" has the meaning set out in section 3.4

"**Scott Collicutt Agreement**" has the meaning set out in section 1.1(l)(vii);

"**Second-Step Transaction**" has the meaning set out in section 1.4(b);

"**Shareholders**" has the meaning set out in section 1.1(a);

"**Share Alternative**" has the meaning set out in section 1.1(a)(ii);

"**Split Alternative**" has the meaning set out in section 1.1(a)(iii);

"**Steven Collicutt Agreement**" has the meaning set out in section 1.1(l)(vii);

"**Subsidiary**" means, in relation to a party, a body corporate that is a subsidiary of such party within the meaning of the ABCA and "**Subsidiaries**" means, in relation to such party, all of such bodies corporate and in the case of CESL includes, without limitation, Calco and Collicutt Energy Services (B.C.) Ltd.;

"**Superior Proposal**" has the meaning set out in section 3.3(b);

"**Take-Up Date**" has the meaning set out in Schedule G;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Taxes**" means all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any government or governmental body, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, Canadian and U.S. federal income taxes and provincial and state income taxes), capital taxes, payroll and employee withholding taxes, unemployment insurance, social insurance taxes (including Canada Pension Plan payments), sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipt taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers compensation, pension assessment and other governmental charges and other obligations of the same or of a similar nature to any of the foregoing;

"**Tax Return**" means any material report, information, statement, return or other filing related to, or required in connection with, any Taxes required to be filed with any Agency;

"**Transactions**" means collectively: (a) the purchase by Finning of all of the Collicutt Shares on the terms set out in the Offer; (b) the sale by CESL of the Rimbey Assets to 1052982 on the terms set out in the Rimbey Agreement; (c) the sale by CESL of the Calco Shares to 1052982 on the terms set out in the Calco Agreement; and (d) the performance by Finning, CESL and Steven, Scott and Lorna Collicutt, of their obligations under the Employment Severance Agreements.

## SCHEDULE "B"
## TO SUPPORT AGREEMENT

## COMPLETION CONDITIONS OF THE OFFER

Finning shall have the right to withdraw the Offer and not take up and pay for, or extend the period of time during which the Offer is open and postpone taking up and paying for, any Collicutt Shares deposited thereunder if any of the following conditions are not satisfied or waived by Finning (in its sole discretion) at or prior to the Expiry Time:

(a) ***Threshold Acceptance***: there shall have been validly deposited under the Offer and not withdrawn at the Expiry Time that number of Collicutt Shares that constitute not less than 90% of Collicutt Shares on a fully diluted basis;

(b) ***Regulatory Approvals***: all necessary or appropriate governmental and regulatory approvals, orders, rulings, exemptions and consents (including, without limitation, those of any securities or other regulatory authorities) shall have been obtained on terms and conditions satisfactory to Finning, including, without limiting the generality of the foregoing any applicable waiting periods under the *Competition Act* (Canada), shall have expired and shall have been obtained or deemed to have been obtained or terminated and any conditions imposed by the Competition Bureau are satisfactory to Finning,

(c) ***No Intervening Action***: no act, action, suit or proceeding shall have been threatened or taken before or by any domestic or foreign court or tribunal or governmental agency or other regulatory authority, stock exchange or administrative agency or commission or by any elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or other entity) in Canada or elsewhere, whether or not having the force of law and no law, regulation or policy shall have been proposed, enacted, promulgated or applied:

(i) which has the effect or may have the effect to cease trade, enjoin, prohibit or impose Materially Adverse limitations or conditions on the purchase by or the sale to Finning of Collicutt Shares or the right of Finning to own or exercise full rights of ownership of Collicutt Shares; or

(ii) which, if the Offer were consummated, would have a Materially Adverse effect on CESL and its Subsidiaries considered on a consolidated basis or Finning's ability to effect a Second-Step Transaction;

(d) ***No Legal Prohibition***: there shall not exist any prohibition at law against Finning making the Offer or taking up and paying for any Collicutt Shares deposited under the Offer or completing a Second-Step Transaction;

(e) ***No Adverse Collicutt Actions***: since the announcement of the Offer, CESL and its Subsidiaries shall not have taken or proposed to take any action that has not been publicly disclosed or disclosed in writing to Finning prior to announcement of the Offer, or publicly disclosed that they intend to take any action that has not been disclosed in writing to Finning prior to the announcement of the Offer, and Finning shall not have otherwise learned of any previous action taken by CESL or its Subsidiaries which had not been publicly disclosed prior to the announcement of the Offer, that would have a Materially Adverse effect on CESL or that would prevent Finning from proceeding with the Offer or that would impose Materially Adverse limitations or conditions on the purchase by or the sale to Finning of Collicutt Shares under the Offer or the right of Finning to own or exercise full rights of ownership of Collicutt Shares or Finning's ability to effect a Second-Step Transaction;

(f) ***No Material Adverse Changes***: there shall not have occurred (and shall not have been publicly disclosed or Finning shall not have otherwise learned of, if previously not publicly disclosed) any change (or any condition, event or development involving a prospective change) not publicly disclosed or disclosed to Finning in writing prior to the announcement of the Offer in the business, operations, assets, capitalization, financial condition, licences, permits, rights, liabilities, prospects or privileges, whether contractual or otherwise, of CESL or any of its Subsidiaries considered as a whole which is Materially Adverse to the Business of CESL or to the value of Collicutt Shares to Finning;

(g) ***No Change of Laws***: there shall not have occurred any actual or threatened change (including any proposal by the Minister of Finance (Canada) to amend the Tax Act or any announcement, governmental or regulatory initiative, condition, event or development, including a change or prospective change in such Act) in taxation laws, rules or regulations which, directly or indirectly, has or may have a Materially Adverse effect with respect to the current or anticipated business or operations of any of Finning or CESL and its Subsidiaries or entities in which it has a material interest or with respect to the regulatory regime applicable to their respective businesses and operations or with respect to completing any Second-Step Transaction or with respect to any potential integration of CESL with Finning or any subsidiary, associate or affiliate of Finning or any reorganization of CESL or Finning in connection with any such potential integration;

(h) ***No Lock-Up Breach***: there shall not have been any breach of the Lock-Up Agreement by any member of the Collicutt Group, except for any breaches which would not, individually or in the aggregate, be Materially Adverse to CESL or its Subsidiaries taken as a whole or to Finning in proceeding with the Offer or with taking up and paying for Collicutt Shares under the Offer or completing any Second-Step Transaction;

(i) ***Employment Agreements***: The Employment Severance Agreements will be in force and effect and shall not have been rescinded, terminated, or amended, except by consent of Finning;

(j) ***Bring Down Certificate***: a certificate shall have been executed and delivered to Finning by Steven Collicutt and Scott Collicutt certifying, in their capacities as officers and/or directors of CESL and not in their personal capacities, (A) that the representations and warranties of CESL set forth in Schedule "D" hereto remain true and accurate at the Expiry Time (except for those that are expressly stated to speak at or as of an earlier time) as if such representations and warranties had been made at the Expiry Time, except for any untrue or incorrect representations and warranties which would not individually or in the aggregate be Materially Adverse to CESL or its subsidiaries, and (B) that CESL has satisfied all of the covenants and conditions it is required to satisfy at or before the Expiry Time except for any breaches which would not individually or in the aggregate be Materially Adverse to CESL and its subsidiaries.

(k) ***Calco and Rimbey Transactions***: the Calco Agreement and the Rimbey Agreement will be in force and effect and shall not have been rescinded, terminated, or amended, except by consent of Finning;

(l) ***No Support Agreement Breach***: there shall not have been any breach of a covenant, nor shall any representation or warranty be untrue at the date it was given or deemed to have been given, by Collicutt pursuant to the provisions of this Agreement, except for any breaches or untrue representations which, individually or in the aggregate, would not be Materially Adverse to Collicutt or prevent the Offeror from or significantly impair the Offeror in proceeding with the Offer or with taking up and paying for the Collicutt Shares under the Offer or completing all possible Second-Step Transactions.

(m) ***Non-Compete:*** The Non-Compete Agreement will be in force and effect and shall not have been rescinded, terminated, or amended, except by consent of Finning.

**SCHEDULE "C"**
**TO SUPPORT AGREEMENT**

**REPRESENTATIONS AND WARRANTIES OF FINNING**

(a) ***Organization and Qualification.*** Finning has been duly incorporated and is validly existing as a company under the *Canada Business Corporations Act* and has full corporate power and authority to own its assets and conduct its business as now owned and conducted.

(b) ***Authority Relative to this Agreement.*** Finning has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Finning and the consummation by Finning of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Finning and no other corporate proceedings on the part of Finning are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Finning and constitutes a valid and binding obligation of Finning, enforceable against Finning in accordance with its terms, subject to the availability of equitable remedies and the enforcement of creditors' rights generally. The execution and delivery by Finning of this Agreement and the performance by it of its obligations hereunder will not result in a material violation or breach of any provision of its constating documents or any resolutions of its directors and shareholders, any applicable law, or, to its knowledge, any regulation, order, judgment or decree (subject to obtaining the consents referred to below), or any agreement, arrangement or understanding to which it is a party or by which its properties are bound.

(c) ***Approvals.*** Other than in connection with or in compliance with the provisions of the *Competition Act* (Canada), the Applicable Laws, no authorization, consent or approval of, or filing with, any public body, court or authority is necessary for the consummation by Finning of its obligations under this Agreement except for such authorizations, consents, approvals and filings the failure to obtain or make which would not, individually or in the aggregate, prevent or materially delay the consummation of the transactions contemplated by this Agreement.

(d) ***Intervening Actions.*** There are no claims, actions, proceedings, suits, investigations or reviews pending or, to the best of the knowledge of Finning threatened against Finning or any of its properties or assets by or before any domestic or foreign government, court or tribunal or government department, agency or other regulatory authority or administrative agency or commission or any elected or appointed public official or existing facts or conditions which may reasonably be expected, individually or in the aggregate, to be a proper basis for claims, actions, proceedings, suits, investigations or reviews that, either individually or in the aggregate, could prevent or hinder the consummation of the transactions contemplated hereby.

(e) ***Authorized Share Capital.*** The authorized share capital of Finning consists of an unlimited number of preferred shares and an unlimited number of common shares. As at September 30, 2007, there were 179,175,314 shares outstanding and no preferred shares;

(f) ***Financial Statements.*** the audited consolidated financial statements of Finning for the financial year ended December 31,2006, as contained in the Offeror Public Documents (as defined below), were prepared in accordance with generally accepted accounting principles in Canada applied on a basis consistent with prior periods (except as noted therein) and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Finning and its subsidiaries on a consolidated basis as at the respective dates thereof and the results of operations of Finning and its subsidiaries on a consolidated basis for the respective periods covered thereby;

(g) ***Public Disclosure Documents.*** documents or information filed by Finning under applicable securities laws since and including January 1, 2006 to and including the date hereof, including the annual report to shareholders of Finning, for the fiscal year ended December 31, 2006, (collectively, the "**Offeror Public Documents**"), did not, as of their respective dates, contain any untrue statement of a material fact relating to Finning and its subsidiaries and their respective businesses or omit to state a material fact required to be stated therein or necessary to make the statements relating to Finning and its subsidiaries and their respective businesses therein, in light of the circumstances under which they were made, not misleading;

(h) ***No Material Adverse Event.*** except as disclosed in Finning Public Documents or as disclosed to CESL or its advisors in writing, since November 15, 2007 to and including the date hereof: (i) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have, a Materially Adverse effect on Finning and its subsidiaries taken as a whole has been incurred; and (ii) there has not been any event which has had or is reasonably likely to have a Materially Adverse effect on the business, operations (including results of operations), assets, properties or condition (financial or otherwise) of Finning and its subsidiaries taken as a whole;

(i) ***Allotment of Finning Shares.*** Finning has conditionally allotted the Finning Shares which may be issuable to the Shareholders pursuant to the terms of the Offer and any subsequent Second-Step Transaction. Any Finning Shares issued to the Shareholders under the Offer shall be duly and validly issued as fully paid and nonassessable shares in the capital of Finning qualified for distribution by Finning in accordance with all Applicable Laws and listed and posted for trading on The Toronto Stock Exchange and will be freely tradeable in Canada by the Shareholders without further filing, consent, qualification or registration of such shares, subject only to prospectus filing or other resale requirements applicable to distributions from the holdings of a "control person" under the Applicable Laws.

(j) ***Undisclosed Liabilities.*** Finning has no Liabilities, and is not party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the liabilities, obligations, indebtedness or commitments (whether accrued, absolute, contingent or otherwise) of any Person, that are not disclosed in the Finning financial statements set out in the Offeror's Public Documents or disclosed in the Schedules to this Agreement, other than Liabilities in respect of trade or business obligations incurred after the date of the Finning financial statements set out in the Offeror's Public Documents in the ordinary course, that are not Materially Adverse to Finning.

(k) ***Adequate Funding.*** The aggregate cash consideration payable pursuant to the Offer is, and will at the Expiry Time be, available in full to Finning in accordance with the requirements of Applicable Laws, such that Finning is and will be in a position to pay for all Collicutt Shares tendered pursuant to the Offer in accordance with the terms of the Offer.

## SCHEDULE "D"
## REPRESENTATIONS AND WARRANTIES OF CESL

### REPRESENTATIONS AND WARRANTIES:

(1) ***Organization and Status***. The CESL Entities are duly incorporated and organized, and are validly subsisting, under the laws of their respective jurisdictions and are up-to-date in the filing of all corporate and similar returns under the laws of the applicable jurisdiction. The CESL Entities are duly registered, licensed or qualified as an extra-provincial or foreign corporation, are in good standing and up-to-date in the filing of all corporate and similar returns, under the laws of the jurisdictions set out in the Schedule 1 of the Disclosure Letter.

(2) ***Corporate Power***. The CESL Entities have all necessary corporate power and authority to own, lease or hold the Assets and to carry on the Business as now being conducted by it.

(3) ***Share Capital Matters.*** Schedule 2 of the Disclosure Letter sets out the authorized and issued shares of the CESL Entities. All of the shares indicated in Schedule 2 of the Disclosure Letter as being issued and outstanding have been validly issued and are outstanding as fully paid and non-assessable shares, and were not issued in violation of the pre-emptive rights of any Person or any Contract or Applicable Law by which the CESL Entities were bound at the time of the issuance.

Except as set out in Schedule 2 of the Disclosure Letter, there are no shareholders agreements, voting trusts, pooling agreements or other Contracts, arrangements or understandings in respect of the voting of any of the shares of the CESL Entities. True, accurate and complete copies of the constating documents (including all Contracts, arrangements and understandings set out in the Disclosure Letter) and other organizational documents of the CESL Entities, or where those Contracts, arrangements or understandings are oral, true, accurate and complete written summaries of their terms, have been provided to Finning.

(4) ***Options.*** Other than the Calco Agreement or as set out in Schedule 3 of the Disclosure Letter, no Person has any Contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a Contract, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or un-issued shares or other securities of the CESL Entities. Each person holding option rights does so pursuant to the terms of the standard CESL Option Agreement in the form described in Schedule 27 of the Disclosure Letter.

(5) ***Absence of Conflict***. The execution, delivery and performance of this Agreement by CESL and the completion of the Transactions will not (whether after the passage of time or notice or both), result in:

(a) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any of its obligations under:

(i) any Contract to which CESL Entities are a party or by which the Business or any of Assets is bound or affected;

(ii) any provision of the Constating Documents or resolutions of the board of directors (or any committee thereof) or shareholders of the CESL Entities;

(iii) any judgement, decree, order or award of any Agency having jurisdiction over the CESL Entities;

(iv) any Approval issued to or held by, the CESL Entities or held for the benefit of or necessary to the operation of, the CESL Entities or the Business; or

(v) any Applicable Law.

(b) the creation or imposition of any Encumbrance over any of the Assets; or

(c) the requirement of any approval, authorization or consent from any of its creditors.

(6) ***Conduct of Business***. The CESL Entities have complied with, and have conducted and are conducting the Business in compliance with, all Applicable Laws. The Business is the only business operation carried on by the CESL Entities. During the two year period preceding the date of this Agreement, there has not been any significant interruption of operations (being an interruption of more than one day) of the Business due to inadequate maintenance of any of the Assets.

(7) ***No Subsidiaries.*** Except as set out in Schedule 1 of the Disclosure Letter, the CESL Entities have not owned and do not own and do not have any Contracts of any nature to acquire, directly or indirectly, any interest or security in any Person and do not have any Contracts to acquire by any manner whatsoever or lease any other business operations.

(8) ***Bankruptcy.*** The CESL Entities are not insolvent Persons within the meaning of the Bankruptcy and Insolvency Act (Canada) and have not made an assignment in favour of their respective creditors or a proposal in bankruptcy to their respective creditors or any class thereof, and no petition for a receiving order has been presented in respect of any of the CESL Entities. The CESL Entities have not initiated proceedings with respect to a compromise or arrangement with their respective creditors or for winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of the CESL Entities or any of the Assets and no execution or distress has been levied on any of the Assets, nor have proceedings been commenced in connection with any of the foregoing.

(9) ***Location of Real Property and Leased Property.*** Schedule 4 of the Disclosure Letter sets out a true, accurate and complete list of all real property owned by the CESL Entities (the "***Real Property***") or leased by the CESL Entities (the "***Leased Property***"), and sets out in respect of each property, the municipal address and a true, accurate and complete legal description of that property. The CESL Entities are not the beneficial or registered owner of or the lessor or lessee of, and have not agreed to acquire or lease any real property or appurtenances or any interest in, any real property or improvements or fixtures other than the Real Property and Leased Property.

(10) Except as set out in Schedule 4 of the Disclosure Letter CESL has no knowledge of any environmental Claim that is or could be reasonably expected to be Materially Adverse to CESL or Finning in relation to real property, which the CESL Entities have at any time owned, occupied, leased, managed or controlled, in which they have at any time had a legal or beneficial interest, on which they have at any time conducted business or other operations or in respect of which they have been responsible for any business or operations conducted thereon and sets out

in respect of each property, the municipal address and accurate description of the nature and dates of the applicable CESL Entities' ownership, occupation, leasing, management, control or other activity on or responsibility for, the property.

(11) ***Real Property Leases.*** Schedule 4 of the Disclosure Letter sets out a true, accurate and complete list of all leases and agreements in the nature of a lease (including all renewals, assignments and subleases and agreements to lease in respect of any real property to which the CESL Entities are a party (the "***Leases***")), whether as lessor or lessee. The CESL Entities are not a party to, and have not agreed to enter into, any lease or agreement in the nature of a lease in respect of any real property, whether as lessor or lessee, other than the Leases. True, accurate and complete copies of all Leases have been provided to Finning.

(12) ***Title to Real Property and Other Real Property Matters and Leased Property Matters.*** The CESL Entities have the exclusive right to possess, use and occupy, and have good and marketable title in fee simple to all the Real Property, free and clear of all Encumbrances or other restrictions of any kind other than the Permitted Encumbrances set out in Schedule 5 of the Disclosure Letter.

Except as described in Schedule 5 of the Disclosure Letter, the CESL Entities occupy their respective Leased Property and have the exclusive right to use and occupy the Leased Property. The CESL Entities have obtained or caused to be obtained from each mortgagee or hypothecary creditor of each landlord of each Leased Property whose mortgage or hypothec ranks in priority to the applicable Lease an agreement not to disturb the CESL Entities' possession of that Leased Property while the CESL Entities are not in default under the applicable Lease.

(13) Other than repairs or replacements that arise in the ordinary course of business that would require an expenditure of not more than \$500,000 individually or in the aggregate not more than \$750,000, all improvements and fixtures situated on the Real Property or the Leased Property are in good operating condition and in a state of good maintenance and repair, are adequate and suitable for the purposes for which they are currently being used and the CESL Entities have adequate rights of ingress and egress for the operation of the Business in the ordinary course. None of those improvements (or any equipment therein), nor the operation or maintenance thereof, violates any restrictive covenant or any provision of any Applicable Law, or encroaches on any property owned by others.

(14) Without limiting the generality of the foregoing:

(a) the Real Property, the Leased Property, the current uses of and the conduct of the Business on those properties comply with all Applicable Laws including those dealing with zoning, parking, access, loading facilities, landscaped areas, building construction, fire and public health and safety and environmental laws;

(b) to the knowledge of the CESL Entities no material alteration, repair, improvement or other work has been ordered, directed or requested in writing to be done or performed to or in respect of the Real Property, the Leased Property or to any of the plumbing, heating, elevating, water, drainage or electrical systems, fixtures or works by any Agency, which material alteration, repair, improvement or other work has not been completed, and to the knowledge of the CESL Entities, no written notification has been given to the CESL Entities of any such outstanding work being ordered, directed or requested, other than those that have been complied with;

(c) all accounts for work and services performed and materials placed or furnished on or in respect of the Real Property or the Leased Property at the request of the CESL Entities have been fully paid and satisfied, and no Person is entitled to claim a lien or privilege under Applicable Laws against the Real Property, the Leased Property or any part thereof, other than current accounts in respect of which the payment due date has not yet passed;

(d) there is nothing owing in respect of the Real Property or the Leased Property by any of the CESL Entities to any municipal corporation or to any other corporation or commission owning or operating a public utility for water, gas, electrical power or energy, steam or hot water, or for the use thereof, other than current accounts in respect of which the payment due date has not yet passed or payments due in the ordinary course of the Business;

(e) no part of the Real Property or the Leased Property has been taken or expropriated by any competent Agency nor to the knowledge of the CESL Entities have any notice or proceeding in respect thereof been given or commenced;

(f) the Permitted Encumbrances set out all of the Encumbrances that affect the Real Property or the Leased Property; and

(g) each of the Real Property and Leased Property is fully serviced and has access to public roads, and there are no outstanding levies, charges or fees assessed against the Real Property or the Leased Property by any public authority (including development or improvement levies, charges or fees).

(15) ***Title to Other Property***. The CESL Entities have good and marketable title to all the Assets (other than the Real Property), free and clear of any and all Encumbrances other than the Permitted Encumbrances set out in Schedule 5 of the Disclosure Letter.

(16) ***Personal Property.*** The accounting ledger or excel files of the CESL Entities, as more specifically described in Schedule 6 of the Disclosure Letter sets out a true, accurate and complete list of each item of machinery, equipment, furniture, motor vehicles and other personal property owned or leased by the CESL Entities (including those in possession of third parties) which had a book value in the accounting records of the CESL Entities determined in accordance with GAAP, at the date of the CESL Entities' most recently completed financial year, that is otherwise material to the Business (the "***Personal Property***").

(17) ***Personal Property Leases.*** Schedule 10 of the Disclosure Letter sets out a true, accurate and complete list of all material equipment leases, rental agreements, conditional sales agreements and similar agreements relating to any of the Assets (the "***Personal Property Leases***") and identifies those Personal Property Leases that cannot be terminated by the CESL Entities without liability at any time on less than 30 days' notice or that involve payment by it in the future of more than $250,000. All of the Personal Property Leases were entered into by the CESL Entities in the ordinary course. True, accurate and complete copies of all Personal Property Leases set out in Schedule 10 of the Disclosure Letter, have been provided to Finning.

(18) ***Inventories.*** The inventories of the CESL Entities do not include any items that are slow moving, below standard quality or of a quality or quantity not usable or saleable in the ordinary course, the value of which in aggregate does not exceed $750,000. The inventory levels of the CESL Entities have been maintained at such amounts as are required for the operation of the

Business as previously and currently conducted and as currently contemplated to be conducted, and such inventory levels are adequate therefor.

(19) ***Accounts Receivable.*** All accounts receivable are bona fide and good and have been incurred in the ordinary course. Subject to an allowance for doubtful accounts that has been reflected on the books of the CESL Entities in accordance with GAAP, to the knowledge of management of CESL all accounts receivable are collectible at their full face value in the ordinary course without set-off or counterclaim. None of the accounts receivable is due from an affiliate of the CESL Entities or from any director or officer of the CESL Entities.

(20) ***Intellectual Property.***

(a) Schedule 7 of the Disclosure Letter sets out a true, accurate and complete list of the intellectual property interests or rights and sets out true, accurate and complete particulars of all registrations or applications for registration of the intellectual property interests or rights relating to the Business.

(b) The intellectual property interests or rights disclosed in Schedule 7 comprises all trade marks, trade names, business names, patents, inventions, know-how, copyrights, service marks, brand names, industrial designs and all other industrial or intellectual property necessary to conduct the Business and the CESL Entities are the beneficial owners of these interests or rights, free and clear of all Encumbrances, and is not a party to or bound by any Contract or other obligation whatsoever that limits or impairs its ability to sell, transfer, assign or convey, or that otherwise affects, these interests or rights. Except as set out in Schedule 7 of the Disclosure Letter, no Person has been granted any interest in or right to use all or any portion of these interests or rights.

(c) The CESL Entities do not have any knowledge of any infringement or breach of any industrial or intellectual property rights of any other Person by the CESL Entities, have not received any notice that the conduct of the Business, including the use of the Intellectual Property, infringes on or breaches any industrial or intellectual property rights of any other Person and do not have any knowledge of any infringement or violation of any of their rights or the rights of the CESL Entities in the intellectual property interests and rights described in Schedule 7. The conduct of the Business does not infringe on the patents, trade marks, licences, trade names, business names, copyright or other industrial or intellectual property rights, domestic or foreign, of any other Person.

(d) The CESL Entities do not have any knowledge of any state of facts that casts doubt on the validity or enforceability of any of the intellectual property interests or rights set out in Schedule 7 of the Disclosure Letter.

(21) ***Information Technologies.***

(a) Schedule 8 of the Disclosure Letter sets out a brief description of the Information Technologies and a true, accurate and complete list of all Contracts, including warranties, leases and licences, that comprise or relate to the Information Technologies.

(b) The Information Technologies adequately meet the data processing needs of the Business and the CESL Entities' operations and affairs, in each case as presently conducted and as currently contemplated to be conducted. The CESL Entities have taken appropriate action by instruction, Contract or otherwise with its employees or other Persons permitted access to system application programs and data files used in the Information Technologies to protect against unauthorized access, use, copying, modification, theft and destruction of those programs and files. The data processing and data storage facilities of the CESL Entities are adequate and properly protected. The CESL Entities have arranged for back-up data processing services adequate to meet its data processing needs in the event the Information Technologies or any of their components is rendered temporarily or permanently inoperative as a result of a natural or other disaster.

(c) True, accurate and complete copies of all Contracts set out in Schedule 8 of the Disclosure Letter, have been made available to Finning.

(22) ***Insurance***. The Assets of the CESL Entities are covered by fire and other insurance with responsible insurers against such risks and in such amounts as are reasonable for prudent owners of comparable assets. Schedule 9 of the Disclosure Letter sets out true, accurate and complete particulars of all insurance policies maintained by the CESL Entities (the "***Insurance Policies***"), specifying in each case, the name of the insurer, the risks insured against, the amount of the coverage, and any pending or outstanding Claims thereunder. The CESL Entities are not in default, whether as to the payment of premiums or with respect to any other provision contained in any Insurance Policy and have not failed to give any notice or present any Claim under any Insurance Policy in a due and timely fashion. The CESL Entities have no reason to believe that any of the Insurance Policies will not be renewed by the insurer on the scheduled expiry of the policy or will be renewed by the insurer only on the basis that there will be a material increase in premiums payable in respect of the policy. True, accurate and complete copies of all Contracts and Insurance Policies set out in Schedule 9 of the Disclosure Letter and of the most recent inspection reports, if any, received from insurance underwriters or others as to the condition of the Assets, have been provided to Finning.

(23) ***No Expropriation***. None of the Assets have been taken or expropriated by any Agency nor has any notice or proceeding in respect thereof been given or commenced and to the knowledge of the CESL Entities, there is not any intent or proposal to give any such notice or commence any such proceeding.

(24) ***Material Contracts and Other Contracts***. Except as set out in Schedule 10 of the Disclosure Letter and except as disclosed in any other Schedule of the Disclosure Letter, the CESL Entities are not a party to or bound by:

(a) any distributor, sales, advertising, agency or manufacturer's representative or similar Contract;

(b) any continuing Contract for the purchase of materials, supplies, equipment or services which involves payment under that Contract of more than $250,000 except for purchases of inventories in the ordinary course of the Business on terms and conditions not more onerous than those usual and customary to the industry relating to the Business;

(c) any employment or consulting Contract or any other written Contract with any officer, employee or consultant other than oral Contracts of indefinite hire terminable by the employer without cause on reasonable notice;

(d) any trust indenture, mortgage, hypothec, promissory note, debenture, loan agreement, guarantee or other Contract for the borrowing of money or a leasing transaction of the type required to be capitalized in accordance with GAAP;

(e) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to, the liabilities, obligations, indebtedness, or commitments (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person (except for cheques endorsed for collection);

(f) any Contract for charitable contributions or gifts of any of the Assets, other than donations in the ordinary course;

(g) any Contract for capital expenditures in excess of $250,000 in the aggregate;

(h) any Contract for the sale of any of the Assets or any part of the Business, other than Rimbey Agreement, the Calco Agreement and sales of Inventories to customers in the ordinary course;

(i) any confidentiality, secrecy or non-disclosure Contract (whether the CESL Entities are a beneficiary or obligor thereunder) relating to any proprietary or confidential information or any non-competition or similar Contract;

(j) any Contract to which the CESL Entities are a party or by which the CESL Entities or any of the Assets are bound or attached made in the ordinary course which involves or may reasonably involve the payment to or by the CESL Entities in excess of $250,000 over the term of the Contract (a "***Material Contract***")

(k) any Contract that expires, or may expire if it is not renewed or extended at the option of any Person other than the CESL Entities, more than one year after the date of this Agreement;

(l) any Contract which is Materially Adverse or which could reasonably be expected to be Materially Adverse to the Business or any of the Assets; or

(m) any Contract entered into by the CESL Entities other than in the ordinary course.

True, accurate and complete copies of all Contracts set out in Schedule 10 of the Disclosure Letter, have been made available to Finning.

(25) ***No Default Under Contracts***. The CESL Entities have performed all of the obligations required to be performed by them and are entitled to all benefits under, and are not in default or alleged to be in default in respect of, any Contract relating to the Business or the Assets (including the Contracts referred to in any Schedule of the Disclosure Letter), to which they are a party or by which they are bound or affected. All such Contracts are in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default under any such Contract. There is no dispute between the CESL Entities and any other party under any such Contract. Except as disclosed in Schedule 11 of the Disclosure Letter, none of such Contracts contain terms under which the execution or performance of this Agreement would give any other contracting party the right to terminate or adversely change the terms of that Contract or otherwise require the consent of any other Person. None of those Contracts have been assigned, or if applicable subleased, in whole or in part.

(26) ***Permits***. The CESL Entities have complied with all Applicable Laws in respect of the Business. Schedule 12 of the Disclosure Letter sets out a true, accurate and complete list of permits or licences issued to or held by or for the benefit of the CESL Entities, and there are no other

permits or licences necessary to conduct the Business or to own, lease or operate any of the Assets. No such permit or license contains any burdensome term, provision, condition, limitation which has or is likely to have any Materially Adverse effect on the Business. Each such permit or licence is valid, subsisting and in good standing. The CESL Entities are not in default or in breach of the terms of any permit or licence and, to the knowledge of the CESL Entities, no Claim is pending or threatened to revoke or limit any permit or licence. True, accurate and complete copies of all permits or licences set out in Schedule 12 of the Disclosure Letter have been provided to Finning.

(27) ***Regulatory and Third Party Approvals.***

(a) There is no requirement to make any filing with, give any notice to or obtain any Permit as a condition to the lawful completion of the Transactions contemplated by this Agreement or to permit the CESL Entities to conduct the Business after Closing as the Business is currently conducted by the CESL Entities, except for the filings, notifications and Permits described in Schedules 11, 12 and 13 of the Disclosure Letter or that relate solely to the identity of Finning or the nature of any business carried on by Finning.

(b) There is no requirement under any Contract relating to the Business, the Assets or the CESL Entities or to which any of the CESL Entities are a party or by which the Business, the Assets or the CESL Entities are bound or affected for any Approvals from any party to that Contract or from any other Person relating to the completion of the Transactions except for the approvals and consents and described in Schedules 11, 12 and 13 of the Disclosure Letter.

(28) ***Financial Statements***. The Audited Financial Statements and the interim unaudited financial statements for the period ending September 30, 2007 have been prepared in accordance with GAAP consistently applied throughout the periods indicated and fairly, completely and accurately present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the CESL Entities as at the respective dates indicated and the sales, earnings and results of operations of the CESL Entities throughout the periods indicated.

(29) ***Projections***. All projections, including forecasts, budgets, pro formas and business plans provided to Finning were prepared in good faith based on assumptions which were believed to be reasonable and are believed to be reasonable estimates of the prospects of the Business.

(30) ***Books and Records***. The books and records of CESL fairly present and disclose the financial position of the CESL Entities as at the date of this Agreement and all financial transactions of the CESL Entities have been accurately recorded in the books and records. The system of internal accounting controls is sufficient to provide reasonable assurances that transactions are executed in accordance with management's general or specific authorization and that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets.

(31) ***Corporate Records***. The minute books of the CESL Entities contain true, accurate and complete records of all of their Constating Documents and of every meeting, resolution and corporate action taken by the shareholders, the board of directors and every committee of either of them. No meeting of shareholders, the board of directors or any committee of either of them has been held for which minutes have not been prepared and are not contained in those minute books.

(32) ***Undisclosed Liabilities***. The CESL Entities have no liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, and is not a party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the Liabilities of any Person, that are not disclosed in the Audited Financial Statements or interim financial statements for the period ending, September 30, 2007 or disclosed in the Disclosure Letter, other than Liabilities in respect of trade or business obligations incurred after the Audited Financial Statements Date in the ordinary course, that do not exceed $750,000 in the aggregate.

(33) ***Absence of Changes***. Since the date of the Audited Financial Statements, the CESL Entities have carried on the Business and conducted its operations and affairs only in the ordinary course and the CESL Entities have not:

(a) made or suffered any change or occurrence that is Materially Adverse that has not been disclosed to Finning;

(b) suffered any damage, destruction or loss (whether or not covered by insurance) affecting the Assets;

(c) incurred any Liability, other than unsecured current Liabilities incurred in the ordinary course;

(d) paid, discharged or satisfied any Encumbrance, Liability, other than payment of accounts payable and Tax Liabilities incurred in the ordinary course;

(e) declared, set aside or paid any dividend or made any other distribution with respect to any shares in the capital of the CESL Entities or redeemed, repurchased or otherwise acquired, directly or indirectly any such shares, other than with respect to a normal course issuer bid;

(f) issued or sold or entered into any Contract for the issuance or sale of any shares in the capital of or securities convertible into or exercisable for shares in the capital of the CESL Entities;

(g) suffered any labour trouble or disruption, including any strike or lock out, adversely affecting the CESL Entities;

(h) made or granted any licence, sale, assignment, transfer, disposition, pledge, mortgage, hypothec or security interest or other Encumbrance on or over any of the Assets, other than sales of inventories to customers in the ordinary course;

(i) made any write-down of the value

(j) made any forward purchase commitments in excess of the requirements of the CESL Entities for normal operating inventories or at prices higher than the current market prices;

(k) made any forward sales commitments other than in the ordinary course or any failure to satisfy any accepted order for goods or services;

(l) made any change in the accounting, costing or tax practices followed by the CESL Entities;

(m) made any change adopted by the CESL Entities in their depreciation or amortization policies or rates;

(n) made any change in the credit terms offered to customers of or by suppliers to the CESL Entities;

(o) terminated, cancelled or modified or received any notice of a request for termination, cancellation or modification of any Material Contract; or

(p) authorized or agreed to or otherwise committed to do any of the foregoing.

(34) ***Taxes.*** Except as disclosed in Part B Schedule 14 of the Disclosure Letter:

(a) the CESL Entities have filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by them in all applicable jurisdictions before the Take-Up Date. All such Tax Returns are complete and correct and disclose all Taxes required to be paid for the periods covered thereby. The CESL Entities have never been required to file any Tax Returns with, and has never been liable to pay or remit Taxes to, any Agency outside Canada (except for Calco). The CESL Entities have paid all Taxes and all instalments of Taxes due on or before the Take-Up Date. The CESL Entities have furnished to Finning true, complete and accurate copies of all Tax Returns and any amendments thereto filed by the CESL Entities relating to periods including dates on or after January 1, 2003 and all notices of assessment and reassessment and all correspondence with any Agency relating thereto.

(b) adequate provision has been made in the Audited Financial Statements for all Taxes of the CESL Entities for all periods prior to the Take-Up Date.

(c) there are no audits, assessments, reassessments or other Claims in progress or, to the knowledge of the CESL Entities, threatened against the CESL Entities, in respect of any Taxes and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Agency relating to any such Taxes. The CESL Entities are not aware of any contingent liability of the CESL Entities for Taxes or any grounds that could prompt an assessment or reassessment for Taxes, and the CESL Entities have not received any indication from any Agency that any assessment or reassessment is proposed.

(d) the CESL Entities have not entered into any transactions with any non-resident of Canada (for the purposes of the Tax Act) with whom the CESL Entities were not dealing with at arm's length (within the meaning of the Tax Act). The CESL Entities have not acquired property from any Person in circumstances where the CESL Entities did or could have become liable for any Taxes payable by that Person.

(e) There are no agreements, waivers or other arrangements with any Agency providing for an extension of time with respect to the issuance of any assessment or reassessment, the filing of any Tax Return, or the payment of any Taxes by or in respect of the CESL Entities. The CESL Entities are not party to any agreements or undertakings with respect to Taxes.

(f) the CESL Entities have paid all amounts required to be paid under the Tax Act, Canada Pension Plan and the Employment Insurance Act or similar legislation in the other provinces and territories of Canada, or under the laws of the United States, its states or of any other jurisdiction and has withheld or collected and remitted in a timely manner to the relevant Agency all Taxes or other amounts required to be withheld or collected and remitted by it. The CESL Entities have not received any requirement from any Agency pursuant to Section 224 of the Tax Act or similar legislation which remains unsatisfied in any respect.

(g) none of sections 80 to 80.04, both inclusive, of the Tax Act have applied or will apply to the CESL Entities at any time up to and including the Take-Up Date. The CESL Entities do not have any unpaid amounts that may be required to be included in income under Section 78 of the Tax Act.

(h) the CESL Entities have registered for tax filing and remission purposes under Applicable Laws. All input tax credits claimed by the CESL Entities pursuant to the *Excise Tax Act* have been proper, correctly calculated and documented. The CESL Entities have collected, paid and remitted when due all Taxes, including GST, collectible, payable or remittable prior to the Take-Up Date.

(i) the CESL Entities keep their Books and Records in compliance with section 230 of the Tax Act.

(j) none of the CESL Entities have any balance in their "low rate income pool" as calculated for the purposes of the Tax Act.

(35) ***Adverse Proceedings.*** Except as described in Schedule 14 of the Disclosure Letter, there are no Claims (whether or not purportedly on behalf of the CESL Entities) pending or, to the knowledge of the CESL Entities, threatened against or affecting, the CESL Entities or the Assets. To the knowledge of the CESL Entities there are not any factual or legal basis on which any such Claim might be commenced with any reasonable likelihood of success.

(36) ***Accounts and Attorneys***. Schedule 15 of the Disclosure Letter is a true, accurate and complete list of the accounts and safety deposit boxes of the CESL Entities and of Persons holding general or special powers of attorney from the CESL Entities and sets out:

(a) the name of each bank, trust company or similar institution in which the CESL Entities have accounts or safety deposit boxes, the number or designation of each such account and safety deposit box and the names of all Persons authorized to draw thereon or to have access thereto; and

(b) the name of each Person holding a general or special power of attorney from the CESL Entities and a summary of the terms thereof.

True, accurate and complete copies of all general or special powers of attorney set out in Schedule 15 of the Disclosure Letter have been provided to Finning.

(37) ***Directors and Officers***. Schedule 16 of the Disclosure Letter sets out a true, accurate and complete list of the names and titles of all the current officers and directors of the CESL Entities.

(38) ***Non-Arm's Length Transactions***. Except as set out in Schedule 17 of the Disclosure Letter, the CESL Entities have not made any payment or loan to, or borrowed any moneys from or are otherwise indebted to, any officer, director, employee, shareholder or any other Person not dealing at arm's length with the CESL Entities (within the meaning of the Tax Act), except as disclosed in the Audited Financial Statements and except for usual employee reimbursements and compensation paid in the Ordinary Course. Except for Contracts of employment, shareholder loans as disclosed to Finning, and option agreements set out in Schedule 3 of the Disclosure Letter or with respect to the Rimbey Agreement and the Calco Agreement, the CESL Entities are not a party to any Contract with any officer, director, employee, shareholder or any other Person not dealing at arm's length with the CESL Entities (within the meaning of the Tax Act). Except as set out in Schedule 17 of the Disclosure Letter, no officer or director of the CESL Entities and no entity that is an affiliate of one or more of those Persons:

(a) owns, directly or indirectly, any interest in (except for shares representing less than one per cent of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a competitor of the Business or the CESL Entities or a lessor, lessee, supplier, distributor, sales agent or customer of the Business or the CESL Entities;

(b) owns, directly or indirectly, in whole or in part, any property that the CESL Entities uses in the operation of the Business; or

(c) has any cause of action or other Claim whatsoever against, or owes any amount to, the CESL Entities in connection with the Business, except for any liabilities reflected in the Audited Financial Statements and Claims in the Ordinary Course, such as for accrued vacation pay and accrued benefits under the Employee Plans.

(39) ***Environmental.***

(a) Except as set out in Schedule 18 of the Disclosure Letter, the CESL Entities have been and are in compliance with all Applicable Laws, including orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency (the "***Environmental Laws***") relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of any deleterious substances or good, hazardous, corrosive or toxic substances or materials, special wastes, wastes or any other substances, the storage, disposal, discharge, treatment, remediation or release into the environment of which is prohibited, controlled or regulated ("***Hazardous Substances***").

(b) The CESL Entities have obtained all Permits under Applicable Laws (the "***Environmental Permits***") required for the operation of the Business, all of which are described in Schedule 18 of the Disclosure Letter. Each Environmental Permit is valid, subsisting and in good standing and the CESL Entities are not in default or breach of any Environmental Permit and no proceeding is pending or threatened, to revoke or limit any Environmental Permit.

(c) The CESL Entities have not used or permitted to be used, except in compliance with all Environmental Laws, any of the Assets (including the Leased Property) or facilities or any property or facility that it has at any time owned, occupied, managed, or controlled or in which it has at any time had a legal or beneficial interest to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance.

(d) The CESL Entities have never received any notice of, nor been prosecuted for an offence alleging non-compliance with any Applicable Laws, and the CESL Entities have not settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Business or any of the Assets, nor has the CESL Entities received notice of any of such orders or directions.

(e) Except as disclosed in Schedule 18 of the Disclosure Letter, to the knowledge of the CESL Entities there are no pending or proposed changes to Environmental Laws that would render illegal or restrict or make more costly the manufacture or sale of any product manufactured or sold or service provided by the CESL Entities.

(f) The CESL Entities have not caused or permitted, and the CESL Entities do not have any knowledge of, the release, in any manner whatsoever, of any Hazardous Substance on or from any of the Assets or any property or facility that the CESL Entities previously owned or leased, except in accordance with Applicable Laws, or any such release on or from a facility owned or operated by third parties but with respect to which the CESL Entities are or may reasonably be alleged to have liability. All Hazardous Substances and all other wastes and other materials and substances used in whole or in part by the CESL Entities or resulting from the Business have been disposed of, treated and stored in compliance with all Applicable Laws. The Disclosure Letter sets out a true, accurate and complete list of all of the locations where Hazardous Substances used in whole or in part by the CESL Entities have been or are being stored or disposed of.

(g) The CESL Entities have not received any notice that it is potentially responsible for any clean-up or corrective action under any Applicable Laws at any site. The CESL Entities have not received any request for information in connection with any federal, provincial, municipal or local inquiries as to disposal sites.

(h) True, accurate and complete copies of all documents, including any certificates or reports, issued, filed or registered, pursuant to applicable contaminated sites legislation with respect to the Business or the Assets have been provided to Finning.

(i) True, accurate and complete copies of all environmental audits, evaluations, assessments, studies or tests relating to the CESL Entities or to any facility or property which the CESL Entities have at any time owned, occupied, leased, managed or controlled or in which it has at any time had a legal or beneficial interest, that were commissioned by or for the CESL Entities or that are in the possession or control of the CESL Entities, have been provided to Finning.

(40) ***Employee Plans.***

(a) Schedule 19 of the Disclosure Letter identifies each non-salary plan, program or arrangement including deferred compensation, bonus compensation, incentive or other compensation, share option or purchase, severance, termination pay, hospitalization or other medical benefit, life or other insurance, vision, dental, drug, sick leave, disability, salary continuation, vacation, supplemental unemployment benefits, profit sharing, mortgage assistance, pension or supplemental pension, retirement compensation, group registered retirement savings, deferred profit sharing, employee profit sharing, savings, retirement or supplemental retirement, and any other similar plan, program or arrangement, whether funded or unfunded, formal or informal, that is maintained, contributed to, or required to be maintained or contributed to, by the CESL Entities, or to which the CESL Entities are a party, or bound by, or under which the CESL Entities have any liability or contingent liability for the benefit of directors, officers, shareholders, consultants, independent contractors and employees or former employees of the CESL Entities and their dependents (the "***Employee Plans***").

(b) A true, accurate and complete copy of each Employee Plan (as amended to date) has been provided to Finning together with true, accurate and complete copies (except as modified in this sub-section 40(b)) of all documents relating to each Employee Plan, including, as applicable:

(i) all documents establishing, creating or amending each Employee Plan, including all prior versions of those documents and amendments thereto;

(ii) all trust agreements and funding agreements, including all prior versions of those documents and amendments thereto;

(iii) all Contracts, including all insurance Contracts, investment management agreements, subscription agreements and participation agreements;

(iv) all applicable statements of investment policies and procedures;

(v) all financial statements, accounting statements and reports, annual returns and investment reports for each of the last three years;

(vi) all literature, booklets, summaries, notices or manuals prepared for or circulated to employees generally concerning each Employee Plan; and

(vii) all employee data and personnel Books and Records relating to the Employee Plans.

(c) Each of the Employee Plans is, and has been, established, registered, qualified, administered and invested in compliance with:

(i) the terms thereof; and

(ii) all Applicable Laws;

and the CESL Entities have not received, in the last three years, any notice from any Person questioning or challenging that compliance, and the CESL Entities do not have any knowledge of any such notice from any Person questioning or challenging that compliance prior to the last three years.

(d) All obligations due prior to the Take-Up Date under the Employee Plans (whether pursuant to the terms thereof or any Applicable Law) have been satisfied, and there are no outstanding defaults or violations thereunder by the CESL Entities and the CESL Entities do not have any knowledge of any default or violation by any other Person in respect of the Employee Plans.

(e) Except as disclosed in Schedule 19 of the Disclosure Letter, there are no improvements, increases or changes promised to the benefits provided under the Employee Plans nor is there any pattern of ad hoc benefit increases and the Employee Plans do not provide for benefit increases or the acceleration of funding obligations that are contingent or will be triggered by the entering into of this Agreement or the completion of the Transactions.

(f) All employer and employee payments, contributions and premiums required to be remitted or paid to or in respect of the Employee Plans have been remitted or paid, in a timely fashion to or in respect of the Employee Plans in accordance with the terms thereof and all Applicable Laws, and no Taxes, non-Tax related interest, penalties or fees are owing or eligible under any of the Employee Plans.

(g) There is no Claim by any applicable Agency, including the Canada Revenue Agency, or by any Person (other than routine Claims for payment of benefits) pending or, to the knowledge of the CESL Entities, threatened in respect of any of the Employee Plans or their assets, and, to the knowledge of the CESL Entities, no facts exist which could reasonably be expected to give rise to any such Claim (other than routine Claims for payment of benefits).

(h) With respect to any Employee Plan which is registered under any Applicable Law, no event has occurred respecting that Employee Plan which could result in the revocation of that registration or entitle any Person (without the consent of the CESL Entities) to wind up or terminate that Employee Plan in whole or in part, or which could otherwise reasonably be expected to adversely affect the Tax-favoured status thereof.

(i) Except as disclosed in Schedule 19 of the Disclosure Letter, the CESL Entities have not adopted any pension or retirement benefit plan of any kind at any time for any of their employees, officers or directors.

(j) No material changes have occurred in respect of each of the Employee Plans since the date of the Audited Financial Statements. To the knowledge of the CESL Entities, no Employee Plan is subject to any retroactive adjustment which may negatively affect the CESL Entities.

(k) Finning may at any time terminate or wind up any of the Employee Plans, in whole or in part, according to the valid terms thereof and the Applicable Laws without incurring any liabilities, costs or expenses other than ordinary administrative costs or expenses.

(l) All employee data necessary to administer the Employee Plans will on the Take-Up Date continue to be in the possession of the CESL Entities and is complete, correct, accurate and in a form which is sufficient for the proper administration of the Employee Plans and, other than as disclosed in Schedule 19 of the Disclosure Letter, the Employee Plans do not provide benefits beyond retirement or other termination of service to directors, officers, shareholders, consultants, independent contractors or employees or former directors, officers, shareholders, consultants, independent contractors or employees of the CESL Entities or to the beneficiaries or dependents of those employees or former employees.

(m) Each of the Employee Plans which has or purports to have Tax-favoured treatment meets all requirements for Tax-favoured treatment in effect and has complied with provisions of the Tax Act and the administrative practices of the Canada Revenue Agency, to the extent it purports to qualify for that treatment.

(n) Each of the Employee Plans which purports to qualify as a particular type of plan under the Tax Act meets all requirements for that qualification in effect and has complied with the provisions of the Tax Act and the administrative practices of the Canada Revenue Agency applicable to that plan.

(o) Each of the Employee Plans which is subject to the foreign property rules under the Tax Act does not hold "foreign property" (as defined in the Tax Act) in excess of the limits set out in section 206(2) of the Tax Act.

(41) ***Labour Matters***.

(a) Except as set forth in Schedule 20 of the Disclosure Letter:

(i) the CESL Entities have not entered into and are not a party to, either directly or by operation of law, any collective agreement, letters of understanding, letters of intent or other written communication with any trade union or association or organization that may qualify as a trade union or association, contingent or otherwise, which would cover any employees or dependent contractors of the CESL Entities; and

(ii) the employees of the CESL Entities are not subject to any collective agreements or letters of understanding, letters of intent or other written communication with any trade union or association or organization that may qualify as a trade union or association, contingent or otherwise, and are not, in their capacities as employees, represented by any trade union or association or organization that may qualify as a trade union or association.

(b) The CESL Entities are not in default under any collective agreements disclosed in Schedule 20 of the Disclosure Letter.

(c) Except as set forth in Schedule 20 of the Disclosure Letter there are no controversies, labour disturbances, investigations, proceedings or complaints pending or, to the knowledge of the CESL Entities, threatened, by any Agency or between the CESL Entities and any employees or one or more parties representing any of those employees before any court, employment standards branch or tribunal or human rights tribunal. The CESL Entities are not liable for any arrears of wages, penalties or Taxes for failure to comply with any of the foregoing.

(d) To the knowledge of the CESL Entities, there are no organizational efforts currently being made, threatened by or on behalf of, any trade union or association or organization that may qualify as a trade union or association with respect to the employees of the CESL Entities. The CESL Entities have not experienced a work stoppage, strike, lock out or other labour disturbance within the past year and there is no work stoppage, strike, lock-out or other labour disturbance currently occurring or, to the knowledge of the CESL Entities, threatened.

(e) There are no outstanding decisions or settlements or pending settlements under applicable employment standards legislation that place any obligation on the CESL Entities to do or refrain from doing any act. All costs, charges, experience rating assessments or other assessments or other liabilities, contingent or otherwise, under workers' compensation legislation or other legislation relating to industrial accidents and/or occupational diseases Claims applicable to the CESL Entities have been paid or accrued and there have not been any special or penalty charge or assessment under those legislation against the CESL Entities that have not been paid. No labour representatives hold bargaining rights with respect to any employees of the CESL Entities by way of certification, interim certification, voluntary recognition, designation or successor rights. No labour representatives have applied to be certified as the bargaining agent of any employees of the CESL Entities and no labour representatives have applied to have the CESL Entities declared a related or successor employer. The CESL Entities have not conducted negotiations with respect to any future Contracts with any labour representatives, trade union or trade association.

(f) True, accurate and complete copies of all Contracts set out in Schedule 20 of the Disclosure Letter, or where those Contracts are oral, true, accurate and complete summaries of their terms have been provided to Finning.

(42) ***Employees***. The employee listing described in Schedule 21 of the Disclosure Letter and previously provided to Finning contains a true, accurate and complete list of the names of all individuals who are employees of the CESL Entities specifying:

(a) with respect to the non-salaried employees, the rate of hourly pay, seniority and date of hire and whether or not the employee is absent for any reason such as lay off, leave of absence, salary, insurance or workers' compensation; and

(b) with respect to salaried employees (whether or not the employee is absent for any reason such as lay off, leave of absence, salary, insurance or workers' compensation) the length of service, age, title, rate of salary and commission structure for each such employee.

No notice has been received by the CESL Entities of any complaint filed by any of the employees against the CESL Entities instituting a proceeding or claiming that the CESL Entities have violated the (or any applicable employee or human rights or similar legislation in the other jurisdictions in which the Business is conducted or the CESL Entities operate) or of any complaints or proceedings of any kind involving the CESL Entities or, to the knowledge of the CESL Entities, any of the employees of the CESL Entities before any labour relations board, except as disclosed in Schedule 21 of the Disclosure Letter. There are no outstanding orders or charges against the CESL Entities under the (or any applicable health and safety legislation in the other jurisdictions in which the Business is conducted). All levies, assessments and penalties made against the CESL Entities pursuant to the and any applicable workers' compensation legislation in the other jurisdictions in which the Business is conducted) have been paid by the CESL Entities and the CESL Entities have not been reassessed under any such legislation during the past years.

(43) ***Employee Accruals.*** All accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the Books and Records.

(44) ***Customers and Suppliers***. Schedule 22 of the Disclosure Letter lists the five largest customers (by revenue) and the 10 largest suppliers for both services and fabrication (by aggregate revenue and receipt of goods) of the CESL Entities for the period specified in Schedule 22 of the Disclosure Letter. To the knowledge of the CESL Entities, the CESL Entities have not received notice of, and there is not, any intention on the part of any such customer to cease doing business

with the CESL Entities or to modify or change in any material manner any existing arrangement with the CESL Entities for the purchase or supply of any products or services. The relationships of the CESL Entities with each of their principal suppliers and customers are satisfactory, and there are no unresolved disputes with any such supplier or customer. No Contract with any supplier or customer contains terms under which the execution or performance of this Agreement would give the supplier or customer the right to terminate or adversely change the terms of that Contract. There has been no termination or cancellation of, and no modification or change in, the CESL Entities' business relationship with any major customer or group of major customers. The CESL Entities have no reason to believe that the benefits of any relationship with any of the major customers or suppliers of the CESL Entities will not continue after the Take-Up Date in substantially the same manner as prior to the date of the Agreement.

(45) ***Inter-Company Services***. There are no material inter-company services provided to the CESL Entities by any affiliate of the CESL Entities, other than those provided in accordance with the terms of a Contract disclosed in Schedule 17 of the Disclosure Letter or an employment agreement.

(46) ***Guarantees***.

(a) Except as set out in Schedule 23 of the Disclosure Letter, the CESL Entities have not provided any guarantees of any obligations of any Person with respect to products or services provided by the CESL Entities.

(b) Except as set out in Schedule 23 of the Disclosure Letter, the CESL Entities have not entered into, or offered to enter into, any Contract pursuant to which the CESL Entities are or will be obliged to make any guaranteed buyback commitments, rebates, discounts, promotional allowances or similar payments or arrangements to any customer. All those obligations are reflected in the Audited Financial Statements or have been incurred after the date of the Audited Financial Statements in the ordinary course.

(47) ***No Predecessors***. Except as set out in Schedule 25 of the Disclosure Letter, no corporation has been merged with CESL, by amalgamation, dissolution, arrangement or otherwise, in such a manner that CESL are or may become liable for any liabilities (contingent or otherwise) of any kind whatsoever of that corporation.

(48) ***No Finder's Fees***. The CESL Entities, have not taken action that would cause Finning to become liable to any Claim for a brokerage commission, finder's fee or other similar arrangement, except for such fees payable to Peters & Co. Limited in connection with the Transactions and the Fairness Opinion.

(49) ***Auditor Disputes***. Except as disclosed in Schedule 26 of the Disclosure Letter, the CESL Entities have not terminated the engagement of its accounting advisor or auditors in the last 5 years and have not refused to accept the written recommendations of its accounting advisors or auditors.

(50) ***Public Disclosure Documents***. The CESL Disclosure Documents do not contain any untrue or incorrect statement of fact, or omit to state a material fact relating to the CESL Entities and the Business or omit to state a material fact required to be stated therein or necessary to make the statements relating to the CESL Entities and the Business therein, in light of the circumstances under which they were made, not misleading.

(51) ***Financial Statements***. Without limiting the generality of the preceding paragraph, the Audited Financial Statements for the period ending September 30, 2007 and unaudited Interim Financial Statements:

(a) have been prepared in accordance with GAAP;

(b) presents fairly in all material respects the assets, liabilities and financial position of the CESL Entities as at the disclosed reporting date(s); and

(c) presents fairly in all material respects the sales, earnings, results of operation and changes in financial position of the CESL Entities.

(52) ***Credit Facilities.***

(i) Loans and Credit Facilities: Except for the Intercompany Receivable and as set out in Schedule 24, the CESL Entities have not entered into, or otherwise arranged for, any loans, operating lines of credit or other credit facilities (including interest rate or currency swaps, hedging contracts, forward loan or rate agreements or other financial instruments), and do not have outstanding any bonds, debentures, mortgages, notes or other similar indebtedness and are not obligated to create or issue any bonds, debentures, mortgages, notes or other similar indebtedness. The only security interests granted or created by the CESL Entities in connection with the forgoing indebtedness are Permitted Encumbrances. Except as set out on Schedule 24, the CESL Entities have not given or agreed to give, or is a party to or bound by, any guarantee in respect of indebtedness, or other obligations, of any Person, or any other commitment by which the Collicutt Entities is, or is contingently, responsible for such indebtedness or other obligations.

(ii) Bank Facilities: Schedule 24 contains a complete and accurate listing showing the name of each bank, trust company or similar financial institution in which the CESL Entities has an account, safety deposit box or other banking facility and the names of all Persons that have signing authority to draw on such accounts or safety deposit boxes.

**SCHEDULE "E"**
**TO SUPPORT AGREEMENT**

**SUBSIDIARIES**

1. CESL

   a. Subsidiaries

      - **Collicutt Energy Services (B.C.) Ltd.**
      - **Collicutt Energy Services Inc.**
      - **Alcan Compression Ltd. (dissolved on July 9, 2007 for failure to file annual reports)**
      - **Fox 1 Properties Contractual Joint Venture (CESL owns 50% interest)**

   b. Home Jurisdiction

      - **Alberta**

   c. Foreign Jurisdictions

      - **British Columbia**
      - **Saskatchewan**

2. Collicutt Energy Services (B.C.) Ltd.

   a. Subsidiaries

      - **Nil**

   b. Home Jurisdiction

      - **British Columbia**

   c. Foreign Jurisdictions

      - **Alberta**

3. Collicutt Energy Services Inc.

   - Subsidiaries

      - **Nil**

- Home Jurisdiction
    - **Delaware**
- Foreign Jurisdictions
    - **California**

**SCHEDULE "F"**
**TO SUPPORT AGREEMENT**

**SCHEDULE OF OPTIONS**

**Intentionally Deleted.**

## SCHEDULE "G"
## TO SUPPORT AGREEMENT

## PRORATION PRINCIPLES

For the purposes of this Schedule G:

"**Maximum Share Consideration**" means the maximum number of Finning Shares issuable pursuant to the Offer shall not exceed the number of shares equal to $9.75 multiplied by the total number of Collicutt Shares on the Take Up Date and then multiplied by 50% and then divided by the Finning Share Price (the "**Maximum Share Consideration**") whereby a maximum of 50% of the total consideration paid by Finning for the Collicutt Shares may be satisfied by the issuance of Finning Shares.

"**Take-Up Date**" means any date on which Finning takes up and pays for Shares pursuant to the Offer or acquires the Collicutt Shares pursuant to a Second-Step Transaction.

Shareholders who elect or are deemed to elect, in respect of all or some of their Collicutt Shares, the Cash Alternative will not, under any circumstance, be subject to prorating in respect of such Collicutt Shares and, accordingly, will be entitled to receive, on the terms and subject to the conditions of the Offer, a cash amount equal to $9.75 per Collicutt Share in respect of which the Cash Alternative has been or is deemed to have been elected.

The maximum number of Finning Shares available under the Offer and any Second-Step Transaction will be limited such that the consideration represented by the aggregate number of Finning Shares issuable under the Offer and any Second-Step Transaction, valuing each Finning Share at the Finning Share Price, does not exceed 50% of the total consideration paid to acquire all of Collicutt Shares (on a fully-diluted basis). The threshold will be applied on each Take-Up Date on which Finning Shares are to be issued and if the threshold is exceeded, the number of Finning Shares issuable on that date will be subject to proration as described immediately below.

If after taking into account the number of Finning Shares that would otherwise be issuable by Finning on any particular Take-Up Date to all Shareholders who have elected in respect of such Take-Up Date to receive Finning Shares under either the Share Alternative or the Split Alternative (the "**Aggregate Number of Requested Finning Shares**"), the consideration represented by such Finning Shares, valuing each at the Finning Share Price per share, would exceed 50% of the total consideration payable on that date to acquire the Collicutt Shares, then the following prorating provisions will apply to each Shareholder that has elected to receive Finning Shares:

(a) Finning will deliver to each such Shareholder that number of Finning Shares (the "**Pro-rated Finning Share Number**") that is equal to the product of (i) the number of Finning Shares elected to be received by such Shareholder in respect of Collicutt Shares tendered to Finning under the Share Alternative and the Split Alternative (the "**Individual Number of Requested Finning Shares**") and (ii) a fraction, the numerator of which is the Maximum Share Consideration and the denominator of which is the Aggregate Number of Requested Finning Shares; and

(b) in addition to any cash payable by Finning to any such Shareholder in respect of Collicutt Shares in respect of which the Cash Alternative was elected or deemed to be elected, Finning will pay to each such Shareholder cash in the amount equal to the product of (i) the Individual Number of Requested Finning Shares less the Pro-rated Finning Share Number, and (ii) the Finning Share Price.

No fractional Finning Shares will be issued pursuant to the Offer. In lieu of the fractional Finning Share, a Shareholder accepting the Offer who would otherwise receive a fraction of a Finning Share will receive a cash payment determined on the basis of an equivalent fraction of the Finning Share Price for each whole Finning Share.