

What is YOUR Company's Legal Name _____

What is YOUR Trade Name? (if applicable) _____

What is YOUR Company's Address? Address: _____

City: _____ Prov / State _____ P.C. / Zip _____

What is YOUR address for service?
If "Other" please specify _____

The work is for... _____

If the work is for a "Tenant/Leaseholder", did you notify the property owner that you were doing work? _____

Project Location: Address and/or Legal description of property where work or materials were supplied. The more details the better!

Check if this lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site

What type of work and/or materials did you supply?

What is the name and address of the company or person who owes you money:

YOUR Customer's Name: _____

YOUR Customer's Trade Name: (if applicable) _____

YOUR Customer's Address: _____

City: _____ Prov / State _____ P.C. / Zip _____

Timeline of Project: Work is ongoing &/or materials are still being furnished **OR** _____ to _____
Date of Start/First Supply Date of Completion/Last Supply

Contract Price: \$ _____ The interest charged on outstanding accounts is _____ % (Annually)

Amount owing for services &/or materials supplied (please separate interest charges, if any):

Principal: \$ _____ Interest: \$ _____

ONTARIO + NOVA SCOTIA only: Is the amount claimed owing part of holdback (monies required to be retained under the Act)? Yes No

Please confirm the following: (* Required)

Name & Postion of person authorizing Lien to be placed: _____

* The above named person authorizes LIEN-PRO® by Priority Credit Management Corp. ("PCM") to be the agent of the Lien claimant and has informed PCM of the facts stated in the claim for Lien and the facts are true.

*

The above named person has the authority to bind the corporation as it pertains to this lien claim.

Check either A or B:

A) This document is authorized by way of a power of attorney

B) This document is not authorized by way of a power of attorney

Priority Credit Management Corp.

It's Time to Get Paid®

Phone: 1-866-266-0117 Fax: 1-866-266-0137 Email: info@pcmcorp.com

Service Agreement

IN CONSIDERATION OF the mutual benefits and obligations set forth in this Agreement, including good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Client, as defined in this Agreement, and Priority Credit Management Corp. ("PCM") individually a "Party" and collectively the "Parties" to this Agreement agree as follows:

1. SCOPE OF SERVICE AND COST

- 1.1.** Priority Credit Management Corp. ("PCM") may perform the services, enumerated in the attached Schedules "A", "B" and/or "C" to this Agreement upon the request of the Client (the "Services"). The attached Schedules are:
- (a) Schedule A – Collection Services;
 - (b) Schedule B – Builders' Lien Services;
 - (c) Schedule C – Credit Consulting and Credit Control Services; and
 - (d) Schedule D – Builders' Lien Services Pricing.
- 1.2.** The Client acknowledges and agrees that the Services shall be performed only upon the terms and conditions contained in this Agreement, specifically including, but not limited to, any right to terminate the Services.
- 1.3.** The Client acknowledges and agrees that the Client shall pay to PCM the sum or sums defined in the attached Schedules as the fee (the "Fee") corresponding to the Services the Client requests and which PCM agrees to provide. If no Fee is specifically identified, then the Client shall be Billed Hourly.
- 1.4.** Where indicated in this Agreement, or any schedule to this Agreement, if a fee is to be calculated based upon the amount of time spent by PCM, the fee will be calculated at the Hourly Rate defined in Schedule "C", billed in 15-minute increments. ("Billed Hourly").
- 1.5.** All disbursements incurred in providing any services, and specifically including the Services, shall be the responsibility of the Client and shall be in addition to the Fee and be subject to the same payment conditions as the Fee.
- 1.6.** Unless this Agreement stipulates otherwise, PCM shall be entitled to retain the Fee, or any portion of the Fee, if after the Fee has been paid, the Client cancels, withdrawals or indicates in any way an unwillingness to abide by this Agreement. If the Client cancels, withdraws or terminates the Agreement, the Client will be entitled to, and only to, a refund of any sum collected for expected disbursements that had not yet been incurred.
- 1.7.** In the event that the Client does not pay to PCM any sum when due, interest shall be charged on the overdue amount at the rate of 24% per annum, calculated and compounded monthly.

Client Initials

- 1.8. PCM has no obligation to provide the Services while any portion of the Fee is past due, and in such an event the Client covenants and agrees that PCM shall not be liable for any loss or damage occasioned as a result of PCM’s refusal to provide the Services.
- 1.9. PCM has the right to suspend or terminate this Agreement by written notice to the Client if the Client is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed.
- 1.10. PCM has the right to terminate this Agreement by written notice to the Client if the Client is not cooperating with PCM, or at the sole discretion of PCM.
- 1.11. If the Client requests that any tasks not included in the Services be performed by PCM, and if PCM agrees to perform the task, the fee for PCM’s so doing will be Billed Hourly (the “Additional Fee”). The Additional Fee is payable when an invoice is issued to the Client.

2. WAIVER, RELEASE AND INDEMNITY

- 2.1. PCM, as a condition of providing the Services, requires that the Client agree to the waiver, release and indemnity contained within this Agreement. The Client acknowledges this condition and therefore the Client agrees as follows:
 - (a) To waive any and all claims that the Client has or may have in the future against PCM and their solicitors, directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns; and
 - (b) to release PCM and its solicitors, directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns from any and all liability for any loss, damage, or expense that the client may suffer as a result of any act, or failure to act, by PCM, its solicitors, directors, officers, employees, guides, agents, independent contractors or representatives.
- 2.2. The Parties agree that, notwithstanding any Services provided, and in addition to the above but not limited to the above, PCM shall specifically not be responsible for the below:
 - (a) Commencement of any court proceeding in the appropriate jurisdiction, including but not limited to commencement of an action required to maintain, perfect or secure a Builders’ Lien, Mechanics’ Lien, Construction Lien or any like lien as the case may be unless specifically agreed in writing by PCM;
 - (b) Any loss, damage, claim or any other consequence, that occurs as a result of any Services that are performed by PCM pursuant to any information given to PCM by the Client that was incorrect or incomplete;
 - (c) Providing any advice, statement, notice or reminders to the Client in respect of any matter whatsoever, but specifically including any deadline, timeline, due date or statutory limitation period;
 - i. For clarity, but not to diminish the generality of the above, PCM shall not become liable in respect of any deadline, timeline or due date that results in any loss whatsoever to the Client by reason that the deadline, timeline or due date that was provided to the Client is inaccurate.

Client Initials

3. GENERAL TERMS

- 3.1. The headings used in this Agreement are for explanatory purposes only and do not form part of this Agreement.
- 3.2. Terms as defined in this Agreement, or any schedule to the Agreement, shall have the same meaning in this Agreement and any Schedule to this Agreement.
- 3.3. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties hereto shall be governed by, the laws of the Province of Alberta.
- 3.4. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be delivered either in original, electronic or faxed form and the parties adopt any signatures received by a receiving email address or fax machine as original signatures of the Parties.
- 3.5. The Parties consent to use, provide or accept information, records and signatures in electronic form, unless a law in force in the Province of Alberta prohibits providing or accepting the information, records or signatures in electronic form.
- 3.6. Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to lawful money of Canada.
- 3.7. Unless specified otherwise, all fees are listed exclusive of any applicable taxes.
- 3.8. If any term, covenant or provision of this Agreement or the application hereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term, covenant or provision to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected.
- 3.9. This Agreement, with Schedules, constitutes the entire Agreement between the Parties hereto and there are no statements, representations, warranties, undertakings or agreements, written or oral, express or implied, direct or indirect, collateral or otherwise, between the Parties hereto, except as herein set forth.
- 3.10. The waiver, by PCM of any breach or violation or any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.
- 3.11. Failure of PCM to declare any breach or violation of any provision of this Agreement, or any delay by PCM in taking action with respect to any breach of this Agreement, shall not waive any such breach.
- 3.12. This Agreement shall be binding upon the Parties and their respective directors, officers, heirs, executors, administrators and successors (including any successor by reason of amalgamation or wind-up), as the case may be.
- 3.13. Despite anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation between the parties and the parties agree that they do not wish to terminate this Agreement, then in such event the parties agree to use the services of a single, qualified, experienced mediator to attempt to resolve their dispute or difference.

Client Initials

- 3.14. Any modifications or amendments to this Agreement must be in writing and signed by the Parties or it shall have no effect and shall be void.
- 3.15. Any signatory on behalf of the Client represents and warrants that they are a principal of the Client, or otherwise have the authority to bind the Client, if the Client is not an individual, and further acknowledges and agrees to personally be jointly and severally liable for any amounts and costs incurred, including legal fees on a solicitor and his own client basis, that arise in connection with the recovery of an overdue account payable by the Client to PCM.

IN WITNESS WHEREOF the Parties have duly affixed their signatures as of: _____.

THE CLIENT CONFIRMS THAT THEY HAVE READ AND UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT, AND THAT THE CLIENT IS AWARE THAT BY SIGNING THIS AGREEMENT THEY ARE WAIVING CERTAIN LEGAL RIGHTS WHICH THEY OR THIER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST PCM, ITS SOLICITORS DIRECTORS, OFFICERS, EMPLOYEES, GUIDES, AGENTS, INDEPENDENT CONTRACTORS OR REPRESENTATIVES.

Company Legal Name (the "Client")

Per: _____
Signature

Name: _____

Title: _____

<p>Priority Credit Management Corp.</p> <p>Per: _____ <i>Signature</i></p> <p>Name: _____</p> <p style="text-align: center;">For Office Use Only</p>

SCHEDULE B TO THE SERVICE AGREEMENT WITH PRIORITY CREDIT MANAGEMENT CORP.

BUILDERS' LIEN SERVICES

Upon request, PCM may perform the following Services.

1. LIEN FILING

- 1.1.** In relation to the filing and registration of a lien, if PCM agrees to do so, PCM shall perform the following services ("Lien Filing Services"):
- (a) Prepare the Lien;
 - (b) Perform the following investigations, and only the following investigations, to confirm information provided by the Client;
 - i. Title Searches;
 - ii. Corporate Registry Searches; and
 - iii. Determination of proper Government Agency with whom to register the lien.
 - (c) Filing and/or registration of the lien;
 - (d) Confirming registration with notice to the Client;
 - (e) Acting as Address for Service, if requested by the Client, is subject to additional costs.
 - (f) In addition to the Lien Filing Services, PCM may, as a courtesy only, provide reminders regarding some deadlines associated with the lien. The Client is ultimately responsible, as set out in the attached Agreement, for attending to their deadlines, timelines or due dates.
- 1.2.** If PCM acts as Address for Service, if requested by the Client, following additional charges apply:
- i. Document handling fee for each document received by PCM and forwarded to the Client of \$30.00, plus disbursements.
 - ii. All work done in connection with acting as the Client's Address for Service shall be Billed Hourly.
- 1.3.** The Fee for Lien Filing Services shall be the sum of the above applicable fees.

2. CONSULTING SERVICES

- 2.1.** If requested by the Client, and agreed to by PCM, PCM shall perform consulting services which include the following additional services after a lien has been filed (“Consulting Services”):
- (a) receiving telephone calls and emails from third-parties;
 - (b) receipt and disbursement of lien funds;
 - (c) signing Consent Orders on the Client’s behalf, if authorized by the Client;
 - (d) discharges in trust / discharges with undertakings;
 - (e) providing payout statements; and
 - (f) Any other task which the Client may request PCM to perform, including, but not limited to the following:
 - i. Providing a written report in respect of a potential project; or
 - ii. Preparing or reviewing Bond Application and communication with any related party.
- 2.2.** The Fee for Consulting Services shall be determined by being Billed Hourly.

3. DISCHARGING A LIEN

- 3.1.** In relation to the discharge of a lien, if agreed to by PCM, PCM shall perform the following services (“Lien Discharge Services”):
- (a) Discharge preparation;
 - (b) Discharge filing and registration; and
 - (c) Discharge confirmation with notice to the Client.

4. NOTICES AND LETTERS

- 4.1.** If requested by the Client, PCM may send notices or letters to the Client’s customer, the property owner, mortgage holder and the general contractor, if applicable. The notices may be one or more of the following:
- (a) Notice that work is about to commence or is ongoing;
 - (b) Notice that work has finished;
 - (c) Notice of intent to file a lien; and/or
 - (d) Notice of intent to commence a court action.
- 4.2.** The notice to the Client’s customer would request details regarding the project, including the projects financing and bond details.

- 4.3.** PCM shall send notices to those entitles identified and provided to PCM only. PCM will not conduct an independent investigation to verify the facts provided by the Client.
- 4.4.** PCM shall provide a title search to the subject property and a Corporate search of the Client's customer, if applicable.

5. SEARCHES

- 5.1.** If requested by the Client, PCM may conduct title searches, corporate registry searches, Personal Property Registry Searches or any other search.
- 5.2.** PCM will conduct the search of the entity requested by the Client. PCM will not conduct any inquires into whether the Client provided the correct search terms nor comment on the results of the search.

6. FEES

- 6.1.** Fees for all Services outlined in this schedule are located in Schedule D.

LIEN-PRO®

Builders', Construction, & Mechanics' Lien and Discharge Fees

Business Intelligence Services (BC ONLY)

Regular	\$699.00
RUSH	\$999.00
Discharge	\$150.00

Lien Services AB, SK, MB, ON

Lien Filing - Regular	\$ 699.00
Lien Filing - RUSH	\$ 999.00
Lien Discharge	\$ 150.00

Searches:

Title Searches:

WEST (BC, AB, SK, YT, NT, NU)	\$ 50.00
EAST (MB, ON, QC, NB, NS, PE, NL)	\$ 70.00

Corporate Searches:

WEST (BC, AB, SK, YT, NT, NU)	\$ 35.00
EAST (MB, ON, QC, NB, NS, PE, NL)	\$ 70.00

PPR/PPSA Searches

Name, Serial Number, or VIN	\$ 35.00
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Additional Lien-Pro Services

Notices:

Notice of Furnishing (Pre-Lien):

Basic (send in any province)	\$ 100.00
Certified – <i>Premium</i>	\$ 200.00

Demand Letter - Notice of Intent to Lien	\$ 250.00
Demand Letter – Post-Lien Letter Service	\$ 150.00

Labour and Material Payment Bond Application	\$500.00
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Condominium Caveat (AB ONLY)

Caveat Registration	\$ 500.00
Caveat Discharge	\$ 150.00

Consulting Services (hourly – billed in 15 min. increments) \$195.00/h

Credit Card Authorization Form

Due to strict credit card processing rules, LIEN-PRO® by Priority Credit Management Corp. ("PCM") requires an authorization form for all transactions when the card is not present. We apologize for this inconvenience.

This form will NOT send your credit card information over the Internet. It simply allows you to fill-in and print the authorization form.

**Step 1 - Fill in all text boxes
Step 2 - Print this page**

**Step 3 - Initial and Sign form at bottom
Step 4 - lienpro@pcmcorp.com**

Name: _____ **Visa** **MasterCard** **AMEX**
(as appears on card)

Credit Card # _____ **Exp. Date** ____ / ____

E-mail address: _____ **Security Code:** _____

Daytime Phone # (____) ____ - _____ **Fax #** (____) ____ - _____

Promo Code: _____ (if applicable)

Billing address for credit card:

Address: _____

City: _____ **Prov./ State** _____ **P.C./ Zip** _____

Payment Option 1:

_____ I authorize a charge of \$_____ + disbursements & tax (see schedule D of PCM agreement.) to the above credit card
initial
as payment for _____(service)

Payment Option 2:

_____ I authorize PCM to charge my credit card the necessary amount required to process my documents or to perform
initial
my required services.

_____ After PCM has provided the service(s) I/We have requested, I/We may call upon PCM to provide further consultative
initial
and administrative functions, including but not limited to: receiving telephone calls and emails from third-parties, receipt of documents on our behalf, and receipt and disbursement of lien funds. I/We agree to pay PCM at the rate of \$195.00 per hour (billed in fifteen minute increments for its time performing these functions) and for any other disbursements incurred on my/our behalf. I/We agree to allow PCM to debit the credit card provided to cover such charges as they occur from time to time. **NOTE: This pre-authorization is mandatory in order to have your lien filed and registered with PCM.**

Credit Card Holder's Signature: _____

Date: _____ of _____, 20_____

**PCM: Credit Control - Lien Filing - Commercial Collections
Phone: (866) 266-0117 | Fax: (866) 266 0137 | Email: lienpro@pcmcorp.com**