

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

HSBC BANK CANADA

Applicant

- and -

HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

Respondent

FIRST REPORT OF THE INTERIM RECEIVER AND RECEIVER

March 24, 2009

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I. Introduction

1. By Order of the Honourable Madame Justice Pepall dated March 2, 2009 (the “Initial Order”), Deloitte & Touche Inc. was appointed interim receiver and receiver (the “Receiver”), without security, over all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited (“Harwell” or the “Company”) pursuant to section 47(1) of the *Bankruptcy and Insolvency Act* (“BIA”) and section 101 of the *Courts of Justice Act*. A copy of the Initial Order is attached hereto as Exhibit “A”.
2. The Initial Order authorized the Receiver to market and to sell any or all of the property of the Company. Immediately upon its appointment, the Receiver undertook a sales and marketing process (the “Sales Process”), the details of which are set out herein and has accepted a proposal for the liquidation of the inventory and fixed assets of the Company (the “Property”), subject to approval by this Honourable Court. The Receiver considers it advisable to inform this Honourable Court as to the status of matters since its appointment as Receiver; to seek approval of its activities to date; and to seek approval with respect to the recommendations set out in this, the Receiver’s first report.

II. Background to Receivership

3. Harwell is a private corporation that carried on business as a distributor and wholesaler of electric supplies and components to manufacturers and contractors throughout southern Ontario. The Company operated five outlets, including a head office and warehouse facility located in Toronto.
4. The Company was unable to meet its financial obligations as they came due. In particular, the Company was in default on its loan obligations to its senior secured creditor, HSBC Bank Canada (“HSBC” or the “Bank”) to whom it owed approximately \$2.8 million. On March 2, 2009, the Bank made an application to the Ontario Superior Court of Justice (Commercial List) for the appointment of the Receiver.
5. Also on March 2, 2009, the Receiver, on behalf of the Company, filed an assignment in bankruptcy and the Office of the Superintendent of Bankruptcy subsequently issued a Certificate of Appointment naming Deloitte & Touche Inc. as Trustee of the estate of the bankrupt.

III. Receiver's Activities to Date

Possession and Control

6. Upon its appointment on March 2, 2009, the Receiver attended at the Company's head office located at 41 Ossington Ave, Toronto, as well as outlets located in Markham, Mississauga, Burlington, Hamilton and St. Catharines, all located in the province of Ontario, to take possession and control of the property of the Company.
7. The Receiver arranged for the changing of the locks at all locations and notified the security monitoring companies of the Receiver's appointment.
8. The Company's insurance coverage remains in force and the Receiver has arranged to be added as additional named insured and loss payee.
9. The Receiver did not conduct an inventory count upon its appointment as the Company had completed a full inventory count days before the receivership as part of its unsuccessful efforts to sell the Company as a going concern.

Employees

10. All Company employees were terminated by act of law as a result of the bankruptcy.
11. The Receiver engaged a number of former employees of the Company to assist the Receiver with its administration including the collection of accounts receivable, the calculation of outstanding wage arrears and vacation pay, and the cataloguing and packing of the books and records of the Company.
12. Records of employment were prepared and provided to Service Canada for all terminated employees.
13. The Company was unable to fund the payroll for its employees for the one week period ending on the date of the receivership. In order to minimize further hardship to the employees, the Bank agreed to fund the Receiver's payment of the one week of employee wage arrears.
14. As required pursuant to the Wage Earners Protection Program (the "WEPP"), the Receiver prepared and sent notice to all employees of their rights and responsibilities under WEPP. The Receiver will be filing the prescribed information for qualifying employees through the Service Canada website by the end of March 2009.

Third Party Property

15. A number of property claims have been received from third parties for the return of their equipment. Each claim is being reviewed by the Receiver and arrangements are being made for the release of the equipment where such third parties provide satisfactory evidence of their claim to the Receiver.

Accounts Receivable

16. The Receiver has retained the Company's former accounts receivable administrator on a commission based arrangement, to assist with the collection of the Company's outstanding accounts receivable.

Notices to Creditors

17. On March 12, 2009, the Notice and Statement of the Receiver ("Receivership Notice") was issued in accordance with sections 245(1) and 246(1) of the BIA. A copy of the Receivership Notice is attached hereto as Exhibit "B".

IV. Sales Process

18. In February 2009, the Company retained BDO Dunwoody Limited ("BDO") to assist in its marketing and sale of the assets and operations of the Company. BDO contacted a total of eighteen prospective purchasers and received three offers. The Company entered into an Agreement of Purchase and Sale with one of the parties; however the transaction did not close.
19. Immediately upon its appointment, the Receiver re-commenced the process of marketing the assets of the Company on a going concern basis or as an "en bloc" sale of assets. The Receiver distributed a notice of an acquisition opportunity (the "Teaser") to over thirty five prospective purchasers including the eighteen parties previously contacted by BDO. A copy of the Teaser is attached hereto as Exhibit "C".
20. The Receiver prepared a detailed sales information package dated March 4, 2009 (the "Sales Information Package") including details of the following:
 - Sales Process;
 - Timeline summary;

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- Introduction and General Description of the Business;
 - Description of Assets Available for Sale;
 - Terms and conditions of sale;
 - Offer Form; and
 - Form of Agreement of Purchase and Sale

21. A copy of the Sales Information Package is attached hereto as Exhibit “D”.

22. The Receiver’s sales process can be summarized as follows:

- Distribution of the Teaser commenced on March 2, 2009;
- Expressions of interest due by Friday, March 13, 2009; and
- Offer due date, Friday March 20, 2009 (the “Offer Due Date”).

23. Potential purchasers were contacted by email or facsimile commencing March 2, 2009. Copies of the Sales Information Package were distributed by e-mail on and subsequent to March 4, 2009 to those parties that requested the Sales Information Package and signed confidentiality agreements. The Receiver promptly responded to any related inquiries from such parties.

24. The Receiver had direct communication with forty potential purchasers. The Sales Information Package was requested by and sent to eight parties. A total of four parties attended at one or more of the Company’s locations to inspect the assets.

25. As at March 13, 2009, several parties had indicated to the Receiver that they had decided not to pursue the opportunity or that they were only interested in purchasing certain inventory items. Only three parties, all liquidators, had indicated that they would be submitting an offer by the Offer Due Date. By March 17, 2009, the Receiver had received three liquidation proposals. No offers to purchase the assets and operations as a going concern were received.

26. The Receiver believes that the liquidation proposal submitted by Danbury Industrial (the “Danbury Proposal”) is the best offer received for the following reasons:

- The Danbury Proposal contains a Net Minimum Guarantee (“NMG”) that is significantly greater than the NMG offered by the other two liquidators;
- The Danbury Proposal provides for the payment of a significant amount of operating costs not provided for in the other proposals;

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- The Danbury Proposal provides for the payment of a deposit at the beginning of the liquidation process to be credited towards the NMG, while the other proposals do not; and
 - The Danbury Proposal provides for the payment of proceeds from the sale of inventory on a weekly basis, while the other proposals do not include such a provision and/or defer payment until after completion of the liquidation process.
27. The Receiver reviewed all offers received with HSBC. For the above noted reasons, the Receiver believed it would be in the best interest of the Company's creditors if the Danbury Proposal be accepted and signed back prior to its expiry. The Bank concurred with the Receiver's position, and the Receiver accepted the Danbury Proposal on March 19, 2009, subject to the approval of this Honourable Court. A copy of the Danbury Proposal in redacted form, deleting any reference to the purchase price, is attached hereto as Exhibit "E".
28. The Receiver believes that the amount of the Danbury Proposal should be kept confidential until the closing of the transaction as disclosure of such detail could prejudice future sale efforts should the Danbury Proposal not close for any reason.
29. An un-redacted copy of the Danbury Proposal will be provided to this Honourable Court which the Receiver respectfully requests be sealed until the transaction closes.

V. Conclusion

30. The Receiver respectfully requests that this Honourable Court grant an Order which provides for the following:
- a) approving the activities carried out by the Receiver since its appointment on March 2, 2009;
 - b) approving the Sales Process carried out by the Receiver;
 - c) approving the Danbury Proposal accepted by the Receiver in connection with the sale of the Property; and
 - d) sealing the un-redacted copy of the Danbury Proposal until the closing of the transaction.

All of the foregoing is respectfully submitted to this Honourable Court as of this 24th day of March, 2009.

Deloitte & Touche Inc.

In its capacity as Interim Receiver and Receiver
of Harwell Hesco Electric Supply Co. Limited
and not in its personal capacity

A handwritten signature in blue ink, appearing to be 'Robert J. Bougie', written over a horizontal line.

Robert J. Bougie, CA • CIRP
Senior Vice-President

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

THE HONOURABLE MADAME)
JUSTICE PEPALL)
)

MONDAY, THE 2nd DAY
OF MARCH, 2009



HSBC BANK CANADA

Applicant

and

HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

Respondent

ORDER

THIS APPLICATION, made by the Applicant, HSBC Bank Canada (the "HSBC") for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act* (the "BIA") and section 101 of the *Courts of Justice Act* (the "CJA") appointing Deloitte & Touche Inc. ("Deloitte") as interim receiver and receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited (the "Borrower") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Consent of the Parties, the Affidavit of Stephen Wayland, sworn February 26, 2009, and on hearing the submissions of counsel for HSBC and the Borrower, and on reading the consent of Deloitte to act as the Receiver.

+ on George Vassallo being unopposed, JWP

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the Borrower's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Borrower, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Borrower;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, current or former employees, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Borrower or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Borrower and to exercise all remedies of the Borrower in collecting such monies, including, without limitation, to enforce any security held by the Borrower;
- (g) to settle, extend or compromise any indebtedness owing to the Borrower;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Borrower, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Borrower;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Borrower, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$500,000 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to meet with and discuss with any Persons (as defined below) with which the Borrower currently or previously has had any dealings, and to share information or require the delivery of such documents as the Receiver may require, subject to such terms as to confidentiality as the Receiver deems advisable;

- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Borrower;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Borrower, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Borrower;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Borrower may have;
- (t) to make, on behalf of the Borrower, an assignment in bankruptcy for the benefit of creditors generally; and,
- (u) to take any steps reasonably incidental to the exercise of these powers,

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

RETENTION OF LAWYERS

4. THIS COURT ORDERS that the Receiver may retain Baker & McKenzie LLP, lawyers for the Applicant herein, to represent and advise the Receiver in respect of any matter where there is no conflict of interest.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Borrower, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations,

governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Borrower, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE BORROWER OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Borrower or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Borrower or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Borrower, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Borrower to carry on any business which the Borrower are not lawfully entitled to carry on, (ii) exempt the Receiver or the Borrower from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Borrower, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Borrower or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, insurance (and for which purposes, the Receiver shall be considered thereunder, with the Borrower, to be the insured), transportation services, utility or other services to the Borrower are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Borrower's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Borrower or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Borrower shall remain the employees of the Borrower until such time as the Receiver, on the Borrower's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal*

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

19. THIS COURT ORDERS the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the

Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

25. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Borrower.

27. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

28. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

29. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Borrower's estate with such priority and at such time as this Court may determine.

30. THIS COURT ORDERS that the Receiver may serve any court materials in these proceedings (including, without limitation, Application Records, Motion Records, Facta and Orders) on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsel's email address as recorded on the service list, provided that the Receiver shall deliver printed copies of such materials to the Borrower's counsel and to any other party requesting same as soon as practicable thereafter.

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+ since shall be deemed to have been effected one day thereafter.

31. THIS COURT ORDERS that the Receiver may serve any court materials in these proceedings (including, without limitation, Application Records, Motion Records, Facta and Orders) on all unrepresented creditors, including foreign based creditors, by courier to the creditor's address as recorded on the service list.

MP

+ since shall be deemed to have been effected one day thereafter.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

[Handwritten signature]

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 02 2009

PER / PAR: *[Handwritten signature]*

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

33. THIS IS TO CERTIFY that Deloitte & Touche Inc., the interim receiver and receiver (the "Receiver") of all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of _____, 2009 (the "Order") made in an application having Court file number _____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

34. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

35. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

36. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

37. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

38. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the ____ day of _____, 2009.

Deloitte & Touche Inc., solely in its capacity as
Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____
Name:
Title:

HSBC BANK CANADA
Applicant

-and- **HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED**
Respondent

Court File No. CV-09-8035-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

BAKER & MCKENZIE LLP
Barristers & Solicitors
181 Bay Street, P.O. Box 874
Suite 2100
Toronto, Ontario
M5J 2T3

J. Brian Casey (15895A)
Tel: (416) 865-6979

Michael Nowina (496330)
Tel: (416) 865-2312

David Gadsden (50749U)
Tel: (416) 865-6983
Fax: (416) 863-6275

Lawyers for the Applicant

**NOTICE AND STATEMENT OF RECEIVER
(SECTION 245(1) AND 246(1) OF THE ACT)**

In the matter of the receivership of the property of Harwell Hesco Electric Supply Co. Limited ("the Company")

Take notice that:

1. On the 2nd day of March, 2009, the undersigned Deloitte & Touche Inc., was appointed Interim Receiver and Receiver in respect of all of the assets, undertakings and properties of the Company, a bankrupt that is described below:

	Net Book Values
Accounts receivable	\$3,002,360
Inventory*	1,168,062
Vehicles	50,000
Furniture, fixtures, equipment	<u>32,000</u>
	<u>\$4,252,422</u>

Source: Information provided by Management.

**Inventory is shown at estimated realizable value.*

The book values shown above may not be representative of the market or realizable value of the assets.

2. The undersigned became an Interim Receiver and Receiver pursuant to an Order of the Ontario Superior Court of Justice (Commercial List), upon application by HSBC Bank Canada.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 2nd day of March, 2009.
4. The following information relates to the receivership.
 - a) Address of insolvent company: 41 Ossington Ave., Toronto, Ontario M6J 2Z1
 - b) Principal line of business: Distribution and wholesale of electric supplies and components to manufacturers and contractors throughout southern Ontario via five owner operated outlets.
 - c) Amount owed by the Company to the creditors who appear to hold a security interest on the property described above include:

HSBC Bank Canada	\$2,775,091
Estate of Laurie Vassallo	\$755,133
Vassallo, Joseph	\$538,472
Vassallo, George	\$215,723
BMW Canada Inc.	Unknown

Car Source Toronto Limited	Unknown
DCFS Canada Corp.	Unknown
Humberview Motors Incorporated	Unknown
IBM Canada Limited	Unknown
Jim Peplinski's Leasemaster National	Unknown
Marshall Truck & Trailer Repair Ltd.	Unknown
Mercedes-Benz Financial	Unknown
Ryder Finance Corporation	Unknown

The validity of the above list of secured creditors has yet to be confirmed.

- d) The list of creditors of the Company and the amount owed to each creditor by the insolvent Company is attached. The total known amount owing to all creditors is \$8,740,446.
- e) The current intended plan of the Receiver is to seek interested parties to purchase the Company on a "going concern" basis or to purchase the assets "en bloc".

Contact person for the Receiver:

Jim Cook
Deloitte & Touche Inc.
200-1 Concorde Gate
North York, Ontario M3C 4G4
Telephone: (416) 775-7284
Facsimile: (416) 601- 6690

Dated at Toronto this 10th day of March, 2009.

DELOITTE & TOUCHE INC.

In its capacity as Interim Receiver and Receiver
of all of the assets, undertakings and properties of
Harwell Hesco Electric Supply Co. Limited
and not in its personal capacity



Robert Bougie
Senior Vice President

DELOITTE & TOUCHE INC.
IN THE MATTER OF THE RECEIVERSHIP OF
HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

No.	Creditor Name	Amount Owed
Secured creditors		
1	BMW CANADA INC.	\$ 1.00
2	CAR SOURCE TORONTO LIMITED	1.00
3	DCFS CANADA CORP.	1.00
4	ESTATE OF LAURIE M. VASSALLO	755,133.34
5	HSBC BANK CANADA	2,775,090.64
6	HUMBERVIEW MOTORS INCORPORATED	1.00
7	IBM CANADA LIMITED	1.00
8	JIM PEPLINSKI'S LEASEMASTER NATIONAL	1.00
9	MARSHALL TRUCK & TRAILER REPAIR LTD.	1.00
10	MERCEDES-BENZ FINANCIAL	1.00
11	RYDER FINANCE CORPORATION	1.00
12	RYDER FINANCE CORPORATION	1.00
13	VASSALLO, GEORGE T.	215,723.16
14	VASSALLO, JOSEPH G.	538,471.54
15	VASSALLO, LAURIE P.	1.00
Total secured \$		4,284,429.68
Unsecur		
1	3M CANADA INC.	5,086.73
2	4361814 CANADA INC(NOBLE TRADE	33,436.52
3	A. SCHONBEK & CO.,LTD.	2,512.93
4	ABB INC. (ENTRELEC)	4,352.61
5	ACCRAPLY CANADA INC	785.08
6	ACCULITE-DIV.JUNO LIGHTING LTD	22,560.41
7	ACTION SALES & LIGHTING LTD.	2,407.16
8	ACTUANT CANADA CORPORATION,	82.74
9	ADAMS, STEVE	unknown
10	ADI	233.09
11	ADVANCED BATTERY INC.	266.60
12	AFJ DISTRIBUTION INC.	1,606.50
13	AGO INDUSTRIES	1,791.58
14	AIMLITE	618.05
15	ALL HOUR SIGNS	551.25
16	ALLTEMP	199.08
17	ALPHA CONTROLS	1,004.54
18	AMERICAN INSULATED WIRE	2,934.16
19	AMERICAN SENSORS	1,569.76
20	AMLITE LIGHTING	1,365.00
21	ANAMET CANADA INC.	655.73
22	ANGELO'S ELECTRIC LIMITED	1,638.44
23	APPLETON ELECTRIC LTD..	2,495.34
24	ARGO INTERNATIONAL	2,077.22
25	ARLINGTON INDUSTRIES,INC.,	214.89
26	ARROW SPEED CONTROLS LTD.	1,488.90
27	ARTCRAFT ELECTRIC LTD.	13,316.29
28	ASCO POWER TECHNOLOGIES CAN	8,526.00
29	ASHLOR LIGHTING & SHADES LTD	161.96
30	ASSOCIATED WIRE PRODUCTS INC.	207.06
31	AXIOM TECHNOLOGIES LTD	834.78
32	AZURA TECH DIV.OF9146-9783	248.85
33	BALLUFF CANADA INC.	9,775.00
34	BANK OF MONTREAL MASTERCARD	1,034.15
35	BANVIL 2000	376.91

DELOITTE & TOUCHE INC.
IN THE MATTER OF THE RECEIVERSHIP OF
HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
36	Bar-Ben Hardware Inc.	2,675.59
37	BAUMER INC.	8,808.30
38	BDI CANADA INC.	623.18
39	BEGHELLI CANADA INC	6,218.86
40	BEL PRODUCTS INC	12,453.23
41	BELL CANADA	29.99
42	BELL CANADA	92.58
43	BELL MOBILITY	3,894.13
44	BEMAG TRANSFORMER INC.	12,948.83
45	BERLET ELECTRONICS LTD.	140.49
46	BETA-CALCO INC.	17,539.46
47	BIANCHINI, JOHN	unknown
48	BJ TAKE INC.	3,026.98
49	BLACK & DECKER CANADA INC.	1,377.43
50	BOBRICK WASHROOM EQUIPMENT OF	503.37
51	BOILEAU, GREG	unknown
52	BOND STREET COLLECTIONS INC.	273.26
53	BRAFASCO	620.88
54	BREAKAWAY COURIER	124.66
55	BRITECH	683.55
56	BROAN-NUTONE(ACTIVE)	7,180.01
57	BRONZELITE	419.37
58	BROSZ & ASSOCIATES	2,047.50
59	BURGESS SWITCH CO.LTD.	575.93
60	BURLINGTON INDUSTRIAL MOULDING	1,170.98
61	BURTON LIGHTING NETWORK	1,470.00
62	BUSSMAN	17,589.73
63	C.H. Hanson Company120427	117.11
64	C.I.B.C. VISA CENTRE	9,087.64
65	C.M.C. GAS BAR LTD.	197.98
66	CABRAL, FERNANDO	unknown
67	CALLEJA, RAY	unknown
68	CAMPBELL, LYNN	unknown
69	CANADA BONDED ATTORNEY	1,739.38
70	Canada Revenue Agency	9,755.85
71	CANADIAN BEARINGS(ACTIVE)	120.04
72	CANADIAN DRIVES INC.	1,909.23
73	CANADIAN DYNAMIC AIRCOMPRESSOR	1,197.00
74	CANADIAN ELECTRICAL RACEWAYS	2,334.85
75	CANADIAN ENGRAVERS SUPPLY CO	2,514.75
76	CANADIAN SOLENOID INC.	97.67
77	CANARA MOTOR MANAGEMENT AND	428.40
78	CANARM	2,876.47
79	CANLYTE INC.	23,434.36
80	CAPP ASSOCIATE	4,575.20
81	CARDINAL COURIERS LTD	1,854.05
82	CARLO GAVAZZI	13,736.14
83	CARRIER CANADA LIMITED	378.00
84	CARSTENS, DAVID	unknown
85	CARTECH MACHINE PARTS	50.40
86	CB AUTOMATION INC.	315.00
87	CCI THERMAL TECHNOLOGIES INC	5,041.49
88	CDA	2,752.47
89	CDW CANADA INC.	1,559.37
90	CDW CANADA INC. CANADA	2,100.08

DELOITTE & TOUCHE INC.
 IN THE MATTER OF THE RECEIVERSHIP OF
 HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
91	CENTURY WIRE AND CABLE CO.	24,846.74
92	CFI	18,857.29
93	CHARLES JONES IND. LTD	484.39
94	CHEM-TECH IND LTD.	3,614.10
95	CHESS CONTROLS	5,682.22
96	CITY OF HAMILTON	75,369.81
97	CITY TREASURER, FINANCE DEPT.	1.00
98	CITY WATER	101.53
99	CNC OFFICE SYSTEMS LTD	282.50
100	COLUMBIA -MBF	34,656.64
101	COMAC CORPORATION INC.	19,987.72
102	COMMERCIAL SWITCHGEAR	8,400.00
103	CONNECTRIC SYSTEMS INC	127.09
104	CONVAL EQUIPMENT LTD	1,676.96
105	COOPER B-LINE	8,083.65
106	COOPER WIRING DEVICES	9,857.65
107	CORDS CANADA	264.22
108	CORPORATE EXPRESS	3,860.19
109	COWPER INC	868.98
110	CP LIGHTS INC	2,346.75
111	CPI AUTOMATION	81.35
112	CRANE-DORRAY	103.50
113	CRC CANADA CO.	100.30
114	CROSS BORDER SOLUTIONS INC.	98.35
115	CROUSE-HINDS ELECTRIC	23,451.25
116	CTF SUPPLY TORONTO (FASTWAY)	77.70
117	CUMMINGS, SHEILA	unknown
118	CUMMINS HYDRAULICS LTD	723.81
119	D.J. INDUSTRIAL	510.79
120	DA SAL INDUSTRIES LTD	371.18
121	DANFOSS INC.	1,687.73
122	DANPLAS PIPE SYSTEM	1,120.04
123	DAROCHA CONTROLS LIMITED	12,778.50
124	DAVIS CONTROLS LIMITED	352.56
125	DELHI INDUSTRIES INC.	649.45
126	DELTA TRANSFORMERS OF CANADA	68,356.12
127	DERRY BUSINESS CENTRE INC	4,384.20
128	DESICAN INC.	115.50
129	DHL EXPRESS (LOOMIS) LTD.	203.49
130	DIMPLEX NORTH AMERICA	7,554.98
131	DOMANSKI, STELLA	unknown
132	DOMINION VENTURES	405.83
133	DON PARK INC.	47.00
134	DOUGLAS LIGHTING	10,766.70
135	DOVERCO INC	1,718.01
136	DOWNTOWN LUMBER & BUILDING	48.01
137	DUNLOP, CRAIG	unknown
138	E.M.C	63.00
139	EAST HAMILTON AUTO SERVICES	463.30
140	EASTERN REFRIGERATION	35.06
141	EASY HEAT	4,397.94
142	EDISON FUSEGEAR INC.	380.47
143	EDWARDS, BRYAN	unknown
144	EE CONTROLS LTD.	1,619.68
145	EGS ELECTRICAL GROUP	27,334.23

DELOITTE & TOUCHE INC.
 IN THE MATTER OF THE RECEIVERSHIP OF
 HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
146	ELECTRICAL CABLE SUPPLY LTD.	2,563.46
147	ELECTRO-METERS	71.06
148	ELECTROSONIC LTD	20,262.24
149	EMERGENCY LIGHTHING SERVICE	3,902.18
150	EMERGI-LITE LIMITED	12,903.52
151	EMERSON ELECTRIC CANADA LTD	52.92
152	Employee Wages & Vacation Pay	78,040.00
153	ENBRIDGE CONSUMERS GAS	1,792.92
154	ENDRESS+HAUSER CANADA LTD	246.75
155	ENERGIZER CANADA	639.58
156	ENERSOURCE HYDRO MISSISSAUGA	248.05
157	ENGRAVING MARKETING CONCEPTS	30.75
158	EQUIFAX	210.00
159	EQUIFAX CANADA INC.	2,877.00
160	EQUINOX	7,948.50
161	ETIREX	396.00
162	ETLIN-DANIELS	537.05
163	ETR - 407 EXPRESS TOLL ROUTE	59.42
164	EUREKA LIGHTING	332.61
165	EUROBEX	3,929.41
166	EUROLITE	71,328.04
167	EVERYTHING IN CONTROL	1,431.77
168	FARIA, ADAM	unknown
169	FASTENAL	49.77
170	FCI CANADA INC.	9,278.62
171	FEDERAL EXPRESS CANADA LTD.	53.46
172	FEDERAL SIGNAL CORPORATION	9,621.59
173	FEDEX TRADE NETWORKS CAN INC.	224.47
174	FERRAZ SHAWMUT CANADA INC.	36,636.77
175	FESTO INC.	1,371.72
176	FILAZEK, GLEN	unknown
177	FINELITE INC.	6,306.30
178	FITZPATRICK, ROBBIE	unknown
179	FLIR SYSTEMS CANADA	462.00
180	FLUORESCENT LAMP RECYCLERS	880.17
181	FLW, INC.	455.60
182	FORECAST LIGHTHING #USA	631.40
183	POSTORIA INDUSTRIES INC	516.71
184	FRONTIER REFRIGERATION	912.12
185	FUSE TEK	13,252.14
186	G. BOILEAU	75.00
187	GALAXY LIGHTING	23,457.39
188	GARDEX CHEMICALS LTD	52.50
189	GE SECURITY CANADA(EDWARDS)	34,489.75
190	GETTY ASSOCIATES	640.50
191	GLOBAL CONTROLS	120.75
192	GLOBETRON CONTROLS INC	447.46
193	GLOW LIGHTING	1,146.60
194	GRANT THORNTON	26,680.50
195	GRAPHIC CONTROLS CANADA CO.	401.99
196	GRAY HAND TOOLS SALES INC.	216.14
197	GRAYBAR CANADA	672.49
198	GREENLEE TEXTRON T52610	7,348.23
199	GRIP CLINCH CANADA	755.69
200	GUILD, KERRY	unknown

DELOITTE & TOUCHE INC.
IN THE MATTER OF THE RECEIVERSHIP OF
HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
201	H E WILLIAMS #USA	5,383.50
202	HALEX COMPANY	2,688.79
203	HAMMOND MFG CO.LTD	24,572.00
204	HAMMOND POWER SOLUTIONS INC	45,324.94
205	HANOVER LANTERN	700.00
206	HARBORD SERVICE CENTRE	177.02
207	HARDINGE INC	493.17
208	HARTZEL AUTOMOTIVE SERVICE	296.03
209	HARWELL HESCO HAMILTON	275.59
210	HENDERSON-OLIVER SALES &	12,799.60
211	HENRIQUES, THORESSA	unknown
212	HIGGINSON EQUIPMENT	167.03
213	HINKLEY LIGHTING	345.13
214	HOFFMAN ENCLOSURES INC.	57,307.83
215	HOLDER LAW FIRM	5,863.83
216	HOLD-TITE FASTENERS LTD	903.89
217	HOLLAND IMPORTS INC.	317.05
218	HONEYWELL LIMITED	127.13
219	HONEYWELL LIMITED	10,717.33
220	HORIZON UTILITES CORPORATION	2,815.22
221	HUBBELL CANADA INC	129,605.39
222	HUBBELL CANADA INC (LIGHTING)	1,556.18
223	HUMBERVIEW TRUCKS	218.03
224	HYDEL ENGINEERING LTD	2,419.59
225	I.R.P INDUSTRIAL RUBBER LTD.	541.54
226	IBM Canada Limited	1.00
227	IDEAL INDUSTRIES (CANADA),CORP	4,143.80
228	IDEC CANADA LTD	3,527.50
229	IFM EFECTOR,INC.	471.56
230	IGUS, INC.	48.00
231	ILSCO OF CANADA LTD	15,730.30
232	INDUSTRIAL AUTOMATION	3,020.84
233	INDUSTRIAL BREAKDOWN COURIERS	1,664.25
234	INDUSTRIAL SOLUTIONS &	504.63
235	INTEK AUTOMATION	1,082.17
236	INTERMATIC INC.	2,392.44
237	INTRALEC	346.50
238	ISSPRO INC.	436.32
239	ITC INC.	3,219.31
240	ITM	1,392.42
241	JAN-MAR SALES LIMITED	2,781.43
242	JOHNSTON INDUSTRIAL PLASTICS	1,517.73
243	JOLAGE LIMITED	100,000.00
244	JUNK AWAY	367.50
245	JUNO LIGHTHING,LTD	7,082.60
246	KALCO LIGHTHING	1,307.15
247	KASIDEEN, BHAGWANDEEN	unknown
248	KEEFER, SARAH	unknown
249	KEELE IND	298.31
250	KEENE WIDELITE	2,231.88
251	KENDAL LIGHTING{ONT}INC.	820.18
252	KESTER ELECTRIC	48.21
253	KEYENCE CANADA INC	213.15
254	KICHLER LIGHTING	319.94
255	KIDDE CANADA INC.	699.30

DELOITTE & TOUCHE INC.
IN THE MATTER OF THE RECEIVERSHIP OF
HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
256	KLEIN TOOLS INC.	733.52
257	KOREVAAR, JIM	unknown
258	LAPP CANADA	4,967.47
259	LAPP USA	384.36
260	LATENDRE, JASON	unknown
261	LEDALITE PRODUCTS INC.	14,660.02
262	LEE, MICHAEL	unknown
263	LENBROOK	199.50
264	LENOX	119.22
265	LEVITON MFG OF CDA LTD.	6,715.19
266	LGI	1,030.49
267	LIEBERT CANADA	2,998.35
268	LIFTTOW LIMITED	860.79
269	LIGHTOLIER OF CANADA	3,191.54
270	LIND EQUIPMENT CO LTD	521.33
271	LINE PROCESS CONTROLS INC.	49.35
272	LINEMANS'S TESTING LABORATORIE	2,097.97
273	LITELINE CORP.	3,675.46
274	LIVINGSTON INTERNATIONAL	2,282.39
275	LOCKLEY, KATHLEEN	unknown
276	LOY, DAVID	unknown
277	LUMACELL INC.	1,983.09
278	LUMBERMEN S CREDIT BUREAU	2,276.88
279	LUMEC INC	262,161.90
280	LUTRON ELECTRONICS CO INC	147,973.00
281	M. BECK	150.00
282	M. MARTELLI	80.00
283	M. MAY	327.14
284	M.J. DUMONT ENTERPRISES LTD.	52.50
285	MACMILLAN, DONALD	unknown
286	MAGIC LITE LTD	2,452.80
287	MAGNETO ELECTRIC LTD.	1,485.75
288	MANDEL, HOWARD	unknown
289	MANN ELECTRIC	12,642.00
290	MANUFACTURERS AUTOMATION INC.	171.15
291	MARCUS TRANSFORMER OF CANADA	16,852.32
292	MARSHALL TRUCK & TRAILER	1,821.46
293	MARSHALLS PEST CONTROL	535.50
294	MARTECH	151.04
295	MARTINS FLOWER PEOPLE	297.14
296	MATRIX TECHNOLOGY LTD.	1,308.55
297	MAY, MICHAEL	unknown
298	MCGREGOR ON THE WATER	1,857.70
299	MCHUGH MOWAT WHITMORE IONICO	446.25
300	MCMASTER-CARR SUPPLY CO	661.65
301	MEGGER LIMITED	1,589.28
302	MEP DRIVES LTD.	813.44
303	MERCURY CONTROL SA. LTD	656.26
304	METEX CORP	247.81
305	MICROCON TECHNOLOGIES INC.	956.35
306	MILWAUKEE ELECTRIC TOOL	155.30
307	Ministry of Finance Attn: TREASURER OF ONTARIO	70,108.93
308	MOBILE MINI INC	205.18
309	MOELLER ELECTRIC INC.	36,965.19
310	MOLTEC TRADING GROUP LTD	54.60

DELOITTE & TOUCHE INC.
 IN THE MATTER OF THE RECEIVERSHIP OF
 HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
311	MOTION INDUSTRIES (CANADA),INC	957.33
312	MOXHAM, JACQUELINE	unknown
313	MP LIGHTING	3,734.58
314	MRO INC	3,248.52
315	MSC CONTROL DESIGNS INC	6,453.32
316	MUNCK CRANES	1,221.58
317	N. RUTENBERG SALES LTD.	1,732.19
318	NAYAK, AMIT	unknown
319	NCC ELECTRONICS	396.33
320	NCS	66,478.33
321	NELMES, EDGAR	unknown
322	NELSON EXCAVATING CO LIMITED.	945.00
323	NESCO	21,431.70
324	NEWARK INONE	8,504.86
325	NEXANS	37,729.62
326	NOCO LIBRICANTS CANADA,INC.	5,256.07
327	NORLITE INC.	471.63
328	NORTH AMERICA LIGHTING	382.20
329	NORTH SAFETY PRODUCTS	163.63
330	NORTH SAFETY PRODUCTS LTD.	103.28
331	O'BRIEN INSTALLATIONS LTD.	561.78
332	OMEGA ENGINEERING INC.	472.45
333	ON DRIVE INC.	368.58
334	ONE CONNECT,	548.05
335	ONGO LOGISTICS INC	1,309.39
336	ONTARIO BATTERY SERVICES	811.13
337	ONTARIO LAMP RECYCLERS INC	5,481.22
338	ONTECH ELECTRICAL SALES LTD.	1,078.06
339	ONTOR LIMITED	8,860.91
340	OSRAM SYLVANIA LTD.	28,722.34
341	OSSINGTON TIRE CO. LTD	401.15
342	OSSO ELECTRIC SUPPLIES INC.	3,809.45
343	PANASONIC	690.90
344	PANDUIT CANADA CORP	70,650.73
345	PARKER HANNIFIN CANADA INC.	4,726.80
346	PASS & SEYMOUR CDA, INC	9,543.51
347	PAUL WOLF LIGHTING	9,818.39
348	PCS FIRE & SAFETY SUPPLIES	753.43
349	PELICAN PRODUCTS INC.(CANADA)	578.16
350	PERSAUD, VASHTI	unknown
351	PHILIPS ELECTRONICS LTD	63,421.70
352	PILLAR TAPES LTD.	1,520.06
353	PIONEER LIGHTING INC.	9,392.78
354	PIPE TOOLS SUPPLY LTD.	244.51
355	PITNEY BOWES	201.04
356	PITNEY BOWES LEASING	1,170.07
357	POWERWARE	59,325.00
358	PROCESS INSTRUMENTS & COMPONENT	10,781.08
359	PRO-COPY SYSTEMS	895.24
360	PROGRESS	73.50
361	Progress Lighting USA250191	2,314.35
362	PROVO LTD.	4,834.50
363	PURLITE MFG. INC.	3,035.14
364	PUROLATOR COURIER LTD.	1,607.30
365	R&W HOIST REPAIRS LTD.	322.14

DELOITTE & TOUCHE INC.
 IN THE MATTER OF THE RECEIVERSHIP OF
 HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
366	R. GRANT	75.00
367	R. LAWDAY	175.00
368	R.A.M. LIGHTING LTD.	3,505.91
369	RAB DESIGN LIGHTING INC	10,163.20
370	RAB DESIGN LIGHTING INC	14,244.71
371	RAICH, ANDREW	unknown
372	RANDOM ENGRAVING	2,557.50
373	RCC ELECTRONICS	285.27
374	REAP AIR COMPRESSOR SERVICES	976.50
375	REBELLE LIGHING	1,869.00
376	REV-AMP ELECTRICAL EQUIPMENT	11,810.40
377	REX POWER MAGNETICS	14,032.73
378	RG SPEED CONTROL DEVICES LTD.	2,083.20
379	RITTAL	30.65
380	ROBERTSON ELECTRIC	4,841.87
381	ROGERS AT&T	412.71
382	RONAGHI, LATIFEH	unknown
383	ROTATOR PRODUCTS LIMITED	559.18
384	ROXTEC	12,479.40
385	ROYAL PIPE SYSTEMS	5,461.29
386	RUSSELL FOOD EQUIP. LTD.	797.23
387	RUUD LIGHTING CANADA CORP.	26,568.28
388	SANDTRON AUTOMATION LTD	1,315.12
389	SASCO TUBES AND ROLL	453.81
390	SCHMERSAL CANADA LTD	11,753.80
391	SCHNEIDER CANADA INC.	586,874.44
392	SCN INDUSTRIAL	1,824.76
393	SEA GULL LIGHTING	2,859.50
394	SECURELY YOURS	107.10
395	SECURITY HOUSE	560.15
396	SENSOR SWITCH(CANADA)INC	1,934.89
397	SHAT-R-SHIELD	796.75
398	SHEBBON, LORD	unknown
399	SHELLEY INDUSTRIAL AUTOMATION	7,943.50
400	SHIELDS, ROBERT	unknown
401	SIEMENS CANADA LIMITED	55,732.84
402	SIGNATURE ALUMINUM INC.	1,450.65
403	SIMIJONOVIC, DRAZEN	unknown
404	SIMPLEX	168.00
405	SISTEMALUX	163.80
406	SNOC (1992) INC.	1,750.57
407	SNS AUTOMATION PRODUCTS	12,511.80
408	SOLA HEVI-DUTYCANADA LTD	11,018.48
409	SORT PRODUCTION PRO.LTD	9,385.70
410	SPAЕ-NAUR	122.86
411	SPECTRA GASES INC	830.68
412	SPI LIGHTING GROUP	11,833.99
413	STANDARD PRODUCTS INC.	127,325.87
414	STANPRO LIGHTING SYSTEMS INC.	383.69
415	STAPLES, BUSINESS DEPOT	987.97
416	STAR COURIER MESSENGER	166.00
417	STECK CONNECTIONS	502.58
418	STELPRO DESIGN INC.	25,879.75
419	STRUT SERVICES LIMITED	809.59
420	SUMMIT ELECTRIC PRD.LTD	4,501.20

DELOITTE & TOUCHE INC.
 IN THE MATTER OF THE RECEIVERSHIP OF
 HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
421	SURE CONTROL SYSTEMS	536.76
422	SURPLUS ELECTRICAL EQUIPMENT	2,231.25
423	SWS STAR WARNING SYSTEMS INC	166.81
424	SYMBAN LIGHTING CORP.	9,595.47
425	SYSMARC (COMPUTER)	577.50
426	SYSMARC (HED SUPPLY)	577.50
427	SYSTEM SENSOR CANADA	56.50
428	T&S AUTO SERVICE LTD.	700.00
429	TECHSPAN INDUSTRIES INC.	3,705.12
430	TEMCO ELECTRIC PRODUCTS	38.58
431	TEVELEC LIMITED	2,239.70
432	THE LIGHT HOUSE	39.17
433	THE MEDGAR LIGHTING GROUP INC.	12,239.97
434	THERMO KENETICS CO.	1,555.20
435	THOMAS & BETTS	195.83
436	THOMAS & BETTS LIMITED	84,678.79
437	THOMAS LIGHTING INC	140,006.60
438	TORBRAM ELECTRIC	837.07
439	TORONTO CONSTRUCTION ASSO	1,302.00
440	TORONTO SUN PUB. CORP.	1,475.18
441	TPL MARKETING	2,600.24
442	TRANSFAB MAGNETIC SOLUTIONS	200.42
443	TRICELL SALES & MARKETING	36,986.72
444	TRILLIUM CONTROLS INC.	204.97
445	TUBEFIT INCORPORATED	9,591.86
446	TYCO THERMAL CONTROLS	3,260.21
447	UEI CANADA	543.63
448	ULEXTRA INC.	298.75
449	UNIQUE LIGHTING DIST LTD	398.00
450	UPS	41.67
451	UPS CANADA	656.58
452	UXPORT TOOL WAREHOUSE	2,796.69
453	VANCO ELECTRIC #10	312.48
454	VASSALLO, JOSEPH	unknown
455	VASSALLO, JOSEPH C.	unknown
456	VASSALLO, LAURIE P.	unknown
457	VENTURE LIGHTING	538.65
458	VICKERS-WARNICK LTD.	327.63
459	VIPOND SYSTEMS GROUP	5,491.50
460	VISIONEERED LIGHTING	3,535.36
461	VISIONEERING CORPORAT.	87,386.86
462	W INTERCONNECTIONS CANADA INC	244,271.88
463	W.H.BRADY INC.	29,313.23
464	WAINBEE	1,394.23
465	WALDOM ELECTRONICS	40.56
466	WASTE MANAGEMENT	1,518.22
467	WASTE MANAGEMENT	2,082.05
468	WATT STOPPER, LEGRAND	4,987.70
469	WAVELL ELECTRIC LTD	1,250.26
470	WAYNE SAFETY INC.	1,023.38
471	WEBCO LIGHTING PRODUCT INC.	3,554.47
472	WELLMARK ELECTRIC INC.	2,042.39
473	WERA TOOLS	225.82
474	WESCO	2,668.02
475	WESTBURNE ELECTRIC	591.89

DELOITTE & TOUCHE INC.
 IN THE MATTER OF THE RECEIVERSHIP OF
 HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED

<i>No.</i>	<i>Creditor Name</i>	<i>Amount Owed</i>
476	WHITE PAPER CO.	762.55
477	WIELAND ELECTRIC INC.	166.56
478	WILLIAM, MICHAEL	unknown
479	WIREMOLD CANADA INC.	52,100.08
480	WIREX CONTROLS LTD.	17,448.75
481	WIREXPRESS	11,103.76
482	WOODHEAD INDUSTRIES	23,018.37
483	WOODS INDUSTRIES(CANADA) INC.	4,700.52
484	YASKAWA MOTOMAN CANADA,LTD	372.75
485	YELLOW PAGES GROUP	3,410.78
486	YORKLAND CONTROLS	768.77
487	YUHASZ, GORDON	unknown
488	Z-TRAUQ INC.	239.87
	<i>Total unsecured \$</i>	4,456,016.35
	<i>Total all creditors \$</i>	8,740,446.03



ACQUISITION OPPORTUNITY

Electrical Parts Distributer, Wholesale Supplier

The information contained in this document is based on information made available to us by the Company. This document constitutes a preliminary presentation and Deloitte & Touche Inc. assumes no liability for its correctness or completeness.

THE OPPORTUNITY

Deloitte & Touche Inc. in its capacity as Court-Appointed Interim Receiver and Receiver (the "Receiver") of Harwell Hesco Electric Supply Co. Limited ("Harwell" or the "Company"), is seeking expressions of interest to purchase the assets of the Company on a going concern basis or as an "en bloc" sale of assets.

COMPANY OVERVIEW

Harwell is a family owned distributor of electrical supplies and components. It has five outlets located in Toronto, Mississauga, Burlington, Hamilton, and St. Catharines. Three of the locations are currently leased through related party companies, while two locations are leased from third party landlords.

INVESTMENT HIGHLIGHTS

- **Prime Locations:** Fiscal 2008 sales were \$22.6M, generated through locations conveniently located throughout Toronto and the "Golden Horseshoe", and by providing knowledgeable service and convenience to contractors, manufacturers, and other industrial users located throughout Southwestern Ontario.
- **Inventory Holdings:** The assets include inventory of approximately \$5.8M at book value, including various common electrical supplies regularly purchased by both manufacturers and contractors.
- **Accounts Receivable:** The Company has approximately \$3.0M of A/R as at February 24, 2009. Accounts include balances owing from long-time valued customers and well established electrical contractors and manufacturers.

DEADLINES FOR EXPRESSION OF INTEREST

All expressions of interest shall be received no later than 12 p.m. on Friday, March 13, 2009.

For further information about this opportunity, please contact:

DELOITTE & TOUCHE INC.

Robert Bougie, CA, CIRP

Tel: (416) 601-4509

rbougie@deloitte.ca

Brenda Wong

Tel: (416) 601-5920

brewong@deloitte.ca

Note The information contained in this document is provided solely for the convenience of prospective purchasers and is not warranted to be complete or accurate. Prospective purchasers should conduct their own due diligence in considering this opportunity.

Deloitte

Harwell Hesco Electric Supply Co. Limited

Sales Information Package

March 4, 2009

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I. Notice to Reader

Deloitte & Touche Inc., solely in its capacity as court-appointed interim receiver and receiver (the "Receiver") of the all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited ("Harwell" or the "Company") and not in any personal or corporate capacity, has been authorized by the Court, as defined herein, to solicit proposals for the purchase of all of the assets (collectively, the "Assets") of the Company. The Receiver was appointed by an Order of the Ontario Superior Court of Justice (the "Court") on March 2, 2009 (the "Receivership Order").

This document (the "Information Package") has been prepared solely for the convenience of prospective purchasers to assist them in considering the submission of a proposal to purchase the Assets offered for sale, or the Company on a going concern basis.

Deloitte has acted solely in its capacity as Receiver and has neither audited nor independently verified any of the information contained herein and makes no express or implied representation or warranty with respect to the accuracy or completeness of such information or any other thing affecting the Assets. Nothing contained in this document is, or should be relied upon as, a representation, warranty or covenant as to title, merchantability, condition or any other matter regarding the Assets. Each prospective purchaser must rely upon its own inspection and investigation in order to satisfy itself as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, quality, present or future value, suitability or any other matter or thing whatsoever relating to the Assets, and the Receiver shall not bear any responsibility for any inaccuracy, misrepresentation, error or omission in respect thereof.

The information contained herein has been prepared for the sole purpose of marketing and presenting the Assets and/or the Company to prospective purchasers (the "Sales Process") and is to be held in strict confidence and is not to be reproduced or used for any other purpose or disclosed to third parties without the prior written consent of the Receiver. The Receiver will require that prospective purchasers execute a Confidentiality Agreement prior to receiving certain financial or other information as may be requested. The Terms and Conditions of Sale included as part of this Information Package shall govern any transaction related to the sale of the assets of the Company. Neither this Information Package, nor its delivery to any prospective purchaser, shall constitute an offer to sell.

II. Sales process – timeline summary

Offers are due on or before 5:00 p.m. (Toronto time) Friday, March 20, 2009.

III. Introduction and General Description of the Business

The principal activity of Harwell is the distribution of electrical supplies and components through five branches or outlets located in Toronto, Mississauga, Burlington, Hamilton, and St. Catharines, Ontario. (A sixth location, Markham, was recently closed and the Company is in the process of transferring the Markham inventory to the other five locations.)

- Toronto, Hamilton and Burlington operate from locations leased from related parties. The other locations, Mississauga and St. Catharines (and Markham) are leased from third party landlords.
- Harwell's head office is located at 41 Ossington Avenue, Toronto, an 18,000 square foot building owned by Jolage Limited and Laurie Vassallo. The building houses the Toronto outlet, and the adjacent parking lot is owned by Jomeva Limited and Patricia Vassallo.
- The Mississauga facility is located at 2410 Lucknow Drive and is 4,894 square feet.
- The Hamilton facility is comprised of 20,000 square feet. It is located at 2775 Barton Street East and is leased from Patricia Vassallo and Jolage Limited.
- The Burlington location, a 12,800 square foot facility, is located at 4375 Mainway Drive, and is leased from Jolage Limited and Jomeva Limited.
- St. Catharines, which is located at 227 Bunting Road, is comprised of approximately 2,642 square feet.

As at February 27, 2009, the Company employed thirty-seven non-unionized, salaried employees.

Operations

The Company's sales were \$23.7 million in the fiscal year ended August 31, 2006, decreased to \$22.9 million in Fiscal 2007 and were \$22.6 million in Fiscal 2008. The Company's customers are almost exclusively located in Southwestern Ontario.

Retail sales, which were conducted from the Hamilton Showroom, account for less than 1% of annual sales. Sales of non-electrical supplies and components account for less than 2% of annual sales.

Each of the five outlets operated as a standalone profit centre. Each outlet independently made its purchasing decisions and maintained its own order book.

The Company operated in a very competitive market with national, regional and local distributors. Management indicates that there are at least ten competitors in all major areas in Southwestern Ontario.

National competitors include Westburne Ruddy Electric and Wesco Distribution Canada Inc., while Torbram Electric would number among the Company's regional competitors.

The Company's operations have been discontinued as a result of the receivership.

IV. Financial Summary

Historical Financial Statements

Refer to Appendix A for a copy of the May 31, 2008 unaudited financial statements.

Refer to Appendix B for a copy of the August 31, 2008 management prepared unaudited internal income statement.

Refer to Appendix C for a copy of the December 31, 2008 management prepared unaudited internal financial statements.

V. Asset Summary

Accounts Receivable

As at March 3, 2009, the Company has \$2.8M of accounts receivable.

Refer to Appendix D for a copy of the Company's *Aged Accounts Receivable* balance as at March 3, 2009.

Inventory

A summary of the inventory by location is provided at Appendix E. A detailed inventory listing is available upon request.

Other Assets

Other assets include furniture, equipment, vehicles and other fixed assets with a net book value of approximately \$82,000 as at December 31, 2008.

For purposes of this information package, the other assets have not been listed by location, except for the vehicles (see Appendix F).

VI. Terms and conditions of sale

1. The Receiver will consider written proposals (each, an "Offer" and collectively, the "Offers") to purchase the Company's right, title and interest, if any, in and to the Assets in accordance with the Terms and Conditions of Sale described herein.
2. The Assets are available for inspection by contacting the Deloitte representative identified below to arrange for an appointment:

Ms. Brenda Wong
Deloitte & Touche Inc.
1 Concorde Gate, Suite 200
North York, Ontario M3C 4G4
Canada

Telephone: 416-601-5920

Facsimile: 416-601-6690

brewong@deloitte.ca

3. Each party submitting an Offer (each, an "Offeror") acknowledges and agrees that the Receiver has not performed and is not required to perform any inspection or counting of the Assets or any part thereof, and that such party has relied entirely on its own judgment, inspection and investigation (conducted at its own expense) in making an Offer and in proceeding with the transactions contemplated by the Offer.
4. Each Offeror acknowledges and agrees that:
 - (a) the sale and purchase of any Assets shall be on an "*as is, where is*" basis, and each Offeror accepts such Assets in the state, location and condition of the Assets as of the Closing Date (as hereinafter defined) regardless of any latent or patent defects, Hazardous Materials, as defined herein, or any other deficiency as of such Closing Date, and the Receiver shall have no liability whatsoever for any such deficiency;
 - (b) no adjustment shall be made to the purchase price (in favour of either the Receiver or any Offeror) as a result of any change in condition, quality, or, except with respect to inventory, quantity of the Assets or the discovery of any latent or patent defect or any other deficiency with respect to the Assets that arises from and after the date hereof to the Closing Date, and the Receiver shall have no liability whatsoever for any such changes or deficiencies that arise in such period;

- (c) the Receiver makes no representations, warranties, terms, conditions, understandings or collateral agreements, express or implied, with respect to the title, merchantability, condition, description, fitness for purpose, quality, quantity, compliance with Environmental Law, as defined herein, or any other thing affecting any of the Assets, including, without limitation, any and all conditions, warranties or representations, express or implied, pursuant to the Sale of Goods Act (Ontario) or similar legislation in Ontario or any other jurisdiction, and any such warranties are hereby waived by the Offeror;
 - (d) the sale, transfer and assignment of the Company's right, title and interest, if any, in and to the Assets is subject to the terms of any license, lease, or any other agreement comprising or relating to such Assets, including, without limitation, (i) any consents of any licensor or lessor, (ii) any restrictions on disclosure or assignability, (iii) any provisions relating to confidentiality, and (iv) any rights of first refusal for the benefit of any other party to any such license, lease, patent or any other agreement. Each Offeror acknowledges that it will be responsible for making its own arrangements with any licensors or lessors of Assets or other parties required to operate or related to any of the Assets; and
 - (e) in all matters pertaining to this Sales Process, including, without limitation, its execution of this Information Package, Deloitte & Touche Inc. is acting solely in its capacity as Receiver, and as such, its liability as a consequence of the transactions contemplated hereunder will be in its capacity as Receiver, and it will have no personal or corporate liability of any kind, whether in contract or in tort.
5. All Offers to liquidate the Assets must contain and specify a net minimum guaranteed return to the Receiver and will be subject to the Offeror and the Receiver entering into an agreement on terms and conditions satisfactory to the Receiver in its sole and absolute discretion.
6. Offers to purchase Assets will be accepted in the following form and subject to the following conditions:
- (a) With respect to Offers to purchase all of the Assets, the Offeror shall submit the Offer by executing and returning the Agreement of Purchase and Sale, attached hereto as Exhibit "B" (the "Agreement of Purchase and Sale"). The Receiver reserves its right to accept any Offer which is not in the form of the Agreement of Purchase and Sale, though preference will be given to those Offers made using the form of Agreement of Purchase and Sale.
 - (b) All Offers shall be accompanied by a deposit in the form of a bank draft or certified cheque payable to "Deloitte & Touche Inc., Receiver of Harwell Hesco Electric

Supply Co. Limited, in Trust" (the "Deposit") in an amount equal to 15% of the gross purchase price offered.

- (c) All Offers must be received by the Receiver, at the attention of Ms. Brenda Wong at the address set out above, on or before 5:00 pm, Friday March 20, 2009 (the "Offer Date"). As the Receiver reserves the right to negotiate with any prospective purchaser at any time and to sell any or all of the assets at any time prior to the Offer Date, Offerors are encouraged to submit their Offers as soon as possible.**
- (d) All Offers must be signed by a duly authorized officer of the Offeror and shall constitute a binding and irrevocable Offer by the Offeror. Offers shall not be binding upon the Receiver until formally accepted and duly executed by the Receiver. If any Offer is accepted, the Receiver will notify the successful Offeror (each, a "Purchaser") of such acceptance on or before Friday, March 27, 2009 by notice in writing either delivered by courier or by prepaid registered mail addressed to the Purchaser at the address set forth in its Offer, such notice to be deemed effectively given and received when deposited in the post office or when delivered, as the case may be. The highest or any Offer may not necessarily be accepted. Acceptance of any Offer may be subject to Court approval, as set out below.**
- (e) At the time of acceptance of any Offer to purchase Assets in accordance with paragraph 6(d), the Receiver shall specify whether the acceptance of the Offer is conditional upon the Receiver and the applicable Purchaser entering into an agreement of purchase and sale on terms and conditions and in a form acceptable to the Receiver. If no such condition is specified, the purchase and sale of such Assets shall be conducted on the terms and conditions set out in the Offer, together with these Terms and Conditions of Sale, which shall be deemed to form part of each Offer, and such Offer shall constitute a valid and binding agreement of purchase and sale between the party submitting the Offer and the Receiver with respect to the Assets. Such agreement of purchase and sale shall not be amended without the prior written consent of the Receiver. In the event of any inconsistency between the Offer and these Terms and Conditions of Sale, these Terms and Conditions of Sale shall govern.**
- (f) Following the acceptance of any Offer by the Receiver and the satisfaction by the Purchaser of all Terms and Conditions of Sale including, without limitation, payment of the Deposit and execution of an agreement of purchase and sale, the Receiver, with respect to sales of Assets which require Court approval pursuant to the Receivership Order only, shall seek a Court order approving the Offer and vesting in the Purchaser all of the Company's right, title and interest, if any, in and to the purchased Assets, free and clear of all liens and encumbrances, upon payment in full of the purchase price, as more particularly described in such Court order.**

7. With respect to:

- (a) Offers which do not require Court approval, the closing shall take place forthwith upon acceptance of the offer and in any event no later than Friday, April 3, 2009, or such other date as shall be agreed to between the parties; and
- (b) Offers which require Court approval, the closing shall take place forthwith and in any event within five (5) days of Court approval being granted, or such other date as shall be agreed to between the parties

(in either circumstance, the "Closing Date"). On or before the Closing Date, the Purchaser shall pay the balance of the purchase price, together with any Taxes (as defined below) in cash or certified cheque payable to the Receiver. Closing shall take place on the Closing Date at the office of the Receiver as set forth below or at such other place as the Receiver shall direct:

1 Concorde Gate
Suite 200
North York, Ontario M3C 4G4
Canada

8. The Purchaser will pay to the Receiver on the Closing Date, in addition to the balance of the purchase price, any and all federal, provincial and other sales, goods and services, and other taxes whatsoever which are payable in connection with the purchase and conveyance of the Assets herein, together with all duties, land transfer taxes, registration fees, charges, and levies or other charges properly payable or exigible upon or in connection with the conveyance or transfer of the Assets (collectively, "Taxes"), or will provide the Receiver with appropriate exemption certificates in form and substance satisfactory to the Receiver in respect of such Taxes. The Purchaser will indemnify and hold the Receiver and Harwell harmless in respect of any Taxes (including, without limitation, any penalties and interest and other amounts) which may be assessed against the Receiver or Harwell under the Excise Tax Act (Canada), the Retail Sales Tax Act (Ontario), other applicable legislation or any comparable law in any jurisdiction as a result of the sale of the Assets or as a result of the failure by the Purchaser to pay any such Taxes, whether arising from re-assessment or otherwise.
9. Unless otherwise agreed to by the Purchaser and the Receiver, each Purchaser, other than a Purchaser of the Company as a going concern, will remove the Assets at its sole expense from their present location (the "Premises") as soon as possible and in any event no later than 5:00 p.m. on Thursday April 30, 2009 or at a later date if otherwise agreed (the "Removal Deadline"). The Purchaser shall be solely responsible for the costs of dismantling and removing the purchased Assets from the Premises and will be responsible for any and all damages, environmental spills or discharge or release of Hazardous Materials arising from the removal from the Premises of any purchased Assets by the Purchaser, its employees, representatives or

other agents. The Purchaser will repair and rectify at the Purchaser's sole cost and expense any damages to or on the Premises arising from the Purchaser's removal of any purchased Assets from the Premises, including resurfacing the concrete to level with surrounding floors, and will comply with all applicable laws relating to the removal of purchased Assets from the Premises. Each Purchaser will provide the Receiver, upon the Receiver's request, with an appropriate security deposit as determined by the Receiver in its sole discretion to cover the costs of repairing or rectifying any damages to or on the Premises arising from the Purchaser's removal of any purchased Assets from the Premises.

10. Each Purchaser will protect, indemnify and hold harmless the Receiver in respect of any losses, damages, liabilities, costs or expenses (including legal expenses) of any kind arising from the removal from the Premises of any purchased Assets by the Purchaser or its employees, representatives or other agents and any failure or alleged failure by the Purchaser or its employees, representatives or other agents to comply with paragraph 9 above, including, without limitation, any damage, environmental spills or discharge or release of Hazardous Materials arising from same.
11. The Receiver shall not be required to furnish or produce any abstract, survey, deed, declaration or other document or evidence of title except as such are in its possession.
12. Prior to the Closing Date with respect to any sale of Assets, all Assets to be sold in that sale shall be and remain in the possession of and at the risk of the Receiver to the extent of its interest, who, pending removal, will hold all policies of insurance effected thereon and the proceeds thereof in trust for itself, each Purchaser and all other parties as their respective interests may appear. After such Closing Date, the Assets subject to such sale shall be at the sole risk of the applicable Purchaser. In the event of substantial damage to any Assets occurring on or before the applicable Closing Date, the Purchaser may either take an assignment of the proceeds of the insurance related thereto and complete the agreement of purchase and sale or may terminate the agreement of purchase and sale and have all monies theretofore paid, returned without interest, costs or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obligated to complete the purchase and sale and shall be entitled to the proceeds of insurance referable to such damage, but not to any other costs or compensation whatsoever.
13. If a sale contemplated by an agreement of purchase and sale is not completed because of the Purchaser's default, the Deposit and all other payments made in connection with the purchase price shall be retained by the Receiver and such Assets may be resold by the Receiver. Upon such re-sale by the Receiver, the Purchaser shall pay to the Receiver (i) an amount equal to the amount, if any, by which the purchase price under the agreement of purchase and sale exceeds the net purchase price received by the Receiver pursuant to such re-sale, and (ii) an amount equal to all costs and expenses incurred by the Receiver in respect of or occasioned by the purchaser's failure to comply with an agreement of purchase and sale.

14. Each Offeror acknowledges and agrees that the Receiver shall have the right at any time to identify and exclude Assets from the Sale Process (collectively, the “Excluded Assets”), and upon the designation by the Receiver of any Assets as Excluded Assets, any Offer received with respect to such Excluded Assets shall be null and void.
15. All Deposits in respect of Offers not accepted by the Receiver will be returned to the Offerors by courier or prepaid registered mail, addressed to the party at the address set forth in its Offer on or before March 27, 2009 without interest thereon, unless such Deposits have otherwise been forfeited pursuant to paragraph 13 or the Agreement of Purchase and Sale.
16. The Receiver reserves the right to amend or terminate the Sale Process at any time.
17. The following terms shall have the following meanings when used herein: “Hazardous Materials” means any “contaminants”, “dangerous goods”, “hazardous materials”, “hazardous substances”, “waste”, “pollutants” and “toxic substances”, all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to the protection of the environment, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and chlorinated hydrocarbons.

“Environmental Law” means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials.
18. No failure or delay on the part of the Receiver in exercising any right, power or privilege under this Information Package will operate as a waiver thereof.
19. This Information Package shall be interpreted and the rights and remedies of the parties hereto determined in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Dated at Toronto, Ontario, this 4th day of March, 2009.

DELOITTE & TOUCHE INC., solely in its capacity as
interim receiver and receiver of Harwell Hesco Electric Supply Co. Limited
and not in its personal or corporate capacity

Appendix A - May 31, 2008 Financial Statements



Grant Thornton

Interim financial statements

(Unaudited)

Harwell Hesco Electric Supply Co. Limited

May 31, 2008

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Grant Thornton

Review engagement report

Grant Thornton LLP
Suite 401
350 Burnhamthorpe Road W
Mississauga, ON
L5B 3J1
T (416) 366-0100
F (905) 804-0509
www.GrantThornton.ca

To the directors of

Harwell Hesco Electric Supply Co. Limited

We have reviewed the interim balance sheet of Harwell Hesco Electric Supply Co. Limited as at May 31, 2008 and the interim statements of earnings and retained earnings and cash flows for the nine month period then ended. These interim financial statements have been prepared for use by the Company's bank. These financial statements are the responsibility of the Company's management.

Except as explained in the following paragraph, our review was made in accordance with Canadian generally accepted standards for review engagements and accordingly consisted primarily of enquiry, analytical procedures and discussion related to information supplied to us by the company.

The Company did not perform an inventory count at May 31, 2008. Accordingly, we were unable to perform review engagement procedures related to inventory at the balance sheet date.

A review does not constitute an audit and consequently we do not express an audit opinion on these financial statements.

Except for the effects of adjustments, if any, which we may have determined to be necessary had we reviewed inventory, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian generally accepted accounting principles.

Mississauga, Ontario
June 20, 2008

Grant Thornton LLP

Chartered accountants
Licensed Public Accountants

Harwell Hesco Electric Supply Co. Limited
Interim statements of earnings and retained earnings

(Unaudited)

Nine months ended May 31,	2008	Year ended August 31, 2007
		(Note 1)
Sales	\$ 17,832,879	\$ 22,899,597
Cost of sales	<u>13,674,301</u>	<u>17,474,950</u>
Gross profit	<u>4,158,578</u>	<u>5,424,647</u>
Expenses (Page 11)		
Warehousing and selling	3,038,695	4,148,472
General and administrative	<u>1,033,192</u>	<u>1,535,682</u>
	<u>4,071,887</u>	<u>5,684,154</u>
Earnings (loss) before income taxes	86,691	(259,507)
Income taxes recoverable (Note 13)	-	(15,148)
Net earnings (loss)	<u>\$ 86,691</u>	<u>\$ (244,359)</u>
Retained earnings, beginning of period	\$ 1,096,326	\$ 1,340,685
Net earnings (loss)	<u>86,691</u>	<u>(244,359)</u>
Retained earnings, end of period	<u>\$ 1,183,017</u>	<u>\$ 1,096,326</u>

See accompanying notes to the interim financial statements.

Harwell Hesco Electric Supply Co. Limited
Interim balance sheet

(Unaudited)
 May 31, 2008 August 31, 2007
 (Note 1)

Assets		
Current		
Receivables (Note 5)	\$ 5,470,691	\$ 5,075,937
Inventory	5,721,397	5,946,376
Prepays and deposits	214,064	196,362
Deferred costs	-	95,513
	<u>11,406,152</u>	<u>11,314,188</u>
Marketable securities, at cost	21,498	21,498
Property and equipment (Note 6)	<u>188,645</u>	<u>223,725</u>
	<u>\$ 11,626,295</u>	<u>\$ 11,559,411</u>

Liabilities		
Current		
Bank indebtedness (Note 7)	\$ 5,813,111	\$ 5,790,481
Payables and accruals	2,048,415	2,401,739
Payable to related parties (Note 8)	1,515,718	1,204,827
Payable to company under common control	<u>452,446</u>	<u>452,450</u>
	<u>9,829,690</u>	<u>9,849,497</u>

Shareholder's Equity		
Capital stock (Note 9)	1	1
Contributed surplus	613,587	613,587
Retained earnings	<u>1,183,017</u>	<u>1,096,326</u>
	<u>1,796,605</u>	<u>1,709,914</u>
	<u>\$ 11,626,295</u>	<u>\$ 11,559,411</u>

Commitments and contingency (Notes 10 and 11)

On behalf of the Board

 Director

 Director

See accompanying notes to the interim financial statements.

Harwell Hesco Electric Supply Co. Limited
Interim statement of cash flows

(Unaudited)

Year ended
 August 31,
 2007

Nine months ended May 31

2008

(Note 1)

Increase (decrease) in cash and cash equivalents

Operating		
Net earnings (loss)	\$ 86,691	\$ (244,359)
Depreciation	<u>44,028</u>	<u>72,137</u>
	130,719	(172,222)
Changes in non-cash operating working capital (Note 12)	<u>(445,288)</u>	<u>(627,110)</u>
	<u>(314,569)</u>	<u>(799,332)</u>
Financing		
Proceeds from bank borrowings	22,629	725,356
Advances from related parties	310,892	(274,523)
Advances to company under common control	<u>(4)</u>	<u>370,000</u>
	<u>333,517</u>	<u>820,833</u>
Investing		
Purchase of property and equipment	<u>(18,948)</u>	<u>(21,501)</u>
Net increase in cash and cash equivalents	<u>-</u>	<u>-</u>
Cash and cash equivalents		
Beginning of period	<u>-</u>	<u>-</u>
End of period	\$ <u>-</u>	\$ <u>-</u>

See accompanying notes to the interim financial statements.

Harwell Hesco Electric Supply Co. Limited

Notes to the interim financial statements

(Unaudited)
May 31, 2008

1. Nature of operations

The company supplies electrical products to the industrial maintenance market, and to the industrial/commercial construction market. The comparative financial statements are for the year ended August 31, 2007.

2. Summary of significant accounting policies

Use of estimates

In preparing the company's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from these estimates.

Cash and cash equivalents

Cash and cash equivalents include cash on hand, balances with banks and short term deposits with original maturities of three months or less. Bank borrowings are considered to be financing activities.

Inventory

Inventory is stated at the lower of cost and net realizable value. Cost is determined on a first-in, first-out basis.

Depreciation

Rates and bases of depreciation and amortization applied to write off the cost less estimated residual value of property and equipment over their estimated useful lives are as follows:

Warehouse and office equipment	20%, diminishing balance basis
Computer equipment	30%, diminishing balance basis
Automobiles and trucks	30%, diminishing balance basis
Leasehold improvements	20%, diminishing balance basis

Marketable securities

Marketable securities are stated at cost less write-downs when any decline in value is considered to be other than temporary.

Revenue recognition

Revenue is recognized when goods are shipped and collectibility is reasonably assured.

Harwell Hesco Electric Supply Co. Limited

Notes to the interim financial statements

(Unaudited)
May 31, 2008

2. Summary of significant accounting policies (continued)

Long-lived assets

Long-lived assets held and used by the company are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If changes in circumstances indicate that the carrying amount of an asset that an entity expects to hold and use may not be recoverable, future cash flows expected to result from the use of the asset and its disposition must be estimated. If the undiscounted value of the future cash flows is less than the carrying amount of the asset, impairment is recognized. Management believes that there has been no impairment of the company's long-lived assets as of May 31, 2008.

Future accounting changes

Effective September 1, 2007, the company adopted the Canadian Institute of Chartered Accountants ("CICA") Handbook Section 1506 – "Accounting Changes", which prescribes the criteria for changing accounting policies, together with the accounting treatment and disclosure of changes in accounting policies, changes in accounting estimates and corrections of errors.

3. Future accounting changes

The CICA has released the following new standards that are expected to be relevant to the company's financial statements for its fiscal year commencing September 1, 2008.

Section 1530 – Comprehensive Income, introduces new standards for reporting and disclosures of comprehensive income. Comprehensive income is the change in equity of the company during the period as a result of transactions and other events and circumstances from non-owner sources.

Section 3031 – Inventories, which establishes standards for the measurement of inventories, allocations of overhead, accounting for write-down and disclosures.

Section 3855 – Financial Instruments – Recognition and Measurement, prescribes when a financial asset, financial liability, or non-financial derivative is to be recognized on the balance sheet as well as its measurement amount. This section also specifies how gains and losses on financial instruments are to be presented.

Section 3862 – Financial Instruments – Disclosures and Section 3863 – Financial Instruments Presentation which will replace Section 3861 Financial Instruments – Disclosure and Presentation. The new disclosure standard increase the emphasis on the risks associated with both recognized and unrecognized financial instruments and how those risks are managed. The new presentation standard carried forward the former presentation requirements.

Harwell Hesco Electric Supply Co. Limited

Notes to the interim financial statements

(Unaudited)
May 31, 2008

3. Future accounting (continued)

Section 3865 – Hedges, expands on existing Accounting Guideline 13 – Hedging Relationships by specifying how hedge accounting is to be applied and what disclosures are necessary when it is applied.

The company has not yet assessed the impact of these new standards on its financial statements. Other new standards have been issued but they are not expected to have a material impact on the company's financial statements.

4. Financial Instruments

Fair value

The fair value of the Company's receivables and payables and accruals approximate their carrying values due to their short term to maturity. The carrying value of marketable securities approximates fair value based on quoted market prices. The carrying value of bank indebtedness is representative of fair value since the advances are due on demand and have variable interest rates. Determination of the fair value of payable to company under common control and to related parties are not determinable as the advances are non-interest bearing and have no set terms of repayment.

Credit risk

The company is subject to credit risk through trade receivables. Credit risk is minimized by a large customer base and its geographic dispersion. The company performs ongoing credit evaluations of its customers' financial condition and limits the amount of credit extended when deemed necessary. The company maintains provisions for potential credit losses, and any such losses have normally been within management's expectations.

Interest rate risk

The company is subject to interest rate risk as a result of using variable rate debt to finance its operations.

5. Receivables

	May 31, <u>2008</u>	August 31, <u>2007</u>
Trade	\$ 5,417,797	\$ 4,994,014
Other	45,000	45,000
Income taxes	<u>7,894</u>	<u>36,923</u>
	<u>\$ 5,470,691</u>	<u>\$ 5,075,937</u>

Harwell Hesco Electric Supply Co. Limited
Notes to the interim financial statements

(Unaudited)
 May 31, 2008

6. Property and equipment		May 31, 2008	August 31, 2007	
	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>	<u>Net Book Value</u>
Warehouse and office equipment	\$ 275,215	\$ 259,611	\$ 15,604	\$ 18,357
Computer equipment	301,025	264,572	36,453	47,036
Automobiles and trucks	996,096	929,579	66,517	64,131
Leasehold improvements	<u>577,520</u>	<u>497,449</u>	<u>80,071</u>	<u>94,201</u>
	<u>\$ 2,149,856</u>	<u>\$ 1,951,211</u>	<u>\$ 198,645</u>	<u>\$ 223,725</u>

7. Bank indebtedness

The company has an operating line of credit of \$6,000,000 of which \$840,000 was unused at May 31, 2008. As security the company has provided a general assignment of accounts receivable, a general security agreement, security agreement on personal and real property, assignment of fire and other perils insurance on the business assets, life insurance proceeds on key employees, and specific limited guarantees and postponement of claims by the shareholder and related parties and companies.

8. Payable to related parties		May 31, 2008	August 31, 2007
Subordinated to the company's bank indebtedness			
Advances to shareholder - L. P. Vassallo Sr.		\$ (5,705)	\$ (20,291)
Advances from management personnel related to shareholder			
- L. M. Vassallo	763,289	943,289	594,095
- G. Vassallo		217,875	221,209
- J. Vassallo	540,259	<u>390,259</u>	<u>409,814</u>
		<u>\$ 1,515,718</u>	<u>\$ 1,204,827</u>

As security for the advances from shareholder and related management personnel, the company has provided a general security agreement covering all present and future property of the company, in second position to the company's bank.

Harwell Hesco Electric Supply Co. Limited

Notes to the interim financial statements

(Unaudited)
May 31, 2008

9. Capital stock	May 31, <u>2008</u>	August 31, <u>2007</u>
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Authorized:

Unlimited preference shares, without par value, with a cumulative dividend rate of 9% per annum, redeemable and voting

Unlimited common shares, without par value

Issued:

3,259,467 common shares	\$ <u>1</u>	\$ <u>1</u>
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10. Commitments

The company has entered into agreements to lease its premises at four branches and vehicles from unrelated parties, for various periods to February 2012. The annual rent of premises consists of a minimum rent plus realty taxes, maintenance, and certain other expenses. Minimum rent payable for premises, for which there are written leases, and vehicles in aggregate and for each of the next four years are as follows:

June 1, 2008 to August 31, 2008	\$ 62,624
Fiscal year 2009	117,843
Fiscal year 2010	31,088
Fiscal year 2011	25,055
Fiscal year 2012	<u>8,092</u>
	\$ <u>244,702</u>

11. Contingency

The company has guaranteed bank loans of companies under common control with balances approximating \$2,200,000 as at May 31, 2008.

Harwell Hesco Electric Supply Co. Limited
Notes to the interim financial statements

(Unaudited)
May 31, 2008

12. Supplemental cash flow information	May 31, <u>2008</u>	August 31, <u>2007</u>
Change in non-cash operating working capital		
Receivables	\$ (423,783)	\$ (317,749)
Inventory	224,979	(223,832)
Prepays and deposits	(17,702)	65,513
Deferred costs	95,513	(95,513)
Payables and accruals	(353,324)	(84,352)
Income taxes receivable	<u>29,029</u>	<u>28,823</u>
	<u>\$ (445,288)</u>	<u>\$ (627,110)</u>
Income taxes refunded	<u>\$ 29,028</u>	<u>\$ 52,141</u>
Interest paid	<u>\$ 274,018</u>	<u>\$ 358,994</u>

13. Income taxes

As a result of the application of prior years' losses, income taxes of \$16,200 have been eliminated.

The company has losses, which have not been tax effected for accounting purposes, of approximately \$78,000 as of May 31, 2008 available to reduce future taxable income and which, if not utilized, will expire in 2027.

14. Related party transactions

The company leased buildings from related companies under common control and the shareholder for amounts totalling \$283,500 (2007 - \$378,000). These leases are on a month-to-month basis. The related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Harwell Hesco Electric Supply Co. Limited
Interim schedule of expenses

(Unaudited)

Nine months ended May 31,	2008	Year ended August 31, 2007
		(Note 1)
Warehousing and selling		
Salaries and wages	\$ 2,012,006	\$ 2,682,324
Rent	433,766	562,735
Realty and business taxes	50,935	108,915
Delivery and vehicle expense	143,187	234,864
Insurance	52,857	82,853
Utilities	112,922	128,977
Employment Insurance	40,763	60,335
Canada Pension Plan	75,798	108,830
Workers' compensation	9,968	13,647
Employer health tax	37,312	55,125
Employee benefits	39,573	69,133
Commission	-	6,514
Advertising and promotion	11,706	6,800
Depreciation	<u>17,902</u>	<u>27,420</u>
	\$ 3,038,695	\$ 4,148,472
General and administrative		
Senior management salary	\$ 80,250	\$ 109,200
Office salaries	150,629	208,363
Bad debts	91,340	164,669
Discounts allowed	69,792	101,291
Interest and bank charges	298,307	353,294
Legal and accounting	42,230	38,038
Office and general	350,412	623,614
Telephone and postage	87,767	158,925
Depreciation	<u>26,126</u>	<u>44,717</u>
	1,196,853	1,802,111
Less: Cash discounts earned	<u>(163,661)</u>	<u>(266,429)</u>
	\$ 1,033,192	\$ 1,535,682

Appendix B - August 31, 2008 Income Statement

HARWELL HESCO ELECTRIC SUPPLY
 I N C O M E S T A T E M E N T
 FOR PERIOD 2007 - 12 ** OPER **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
SALES ON ACCOUNT HAMILTON	261,931.36CR	26.45	279,728.49CR	14.51	3,007,095.98CR	13.30	.00	0.00	4,419,813.71CR	19.05
COUNTER CASH SALES HAMILTON	9,942.44CR	1.00	16,761.33CR	0.87	137,494.64CR	0.61	.00	0.00	585,764.25CR	2.52
SHOWROOM HAMILTON	14,208.47CR	1.43	13,155.13CR	0.68	156,259.31CR	0.69	.00	0.00	165,796.36CR	0.71
SALES ON ACCOUNT TORONTO	772,429.01CR	77.99	824,541.16CR	42.76	9,424,381.49CR	41.69	.00	0.00	8,420,556.31CR	36.29
COUNTER CASH SALES	10,893.66CR	1.10	14,902.80CR	0.77	149,822.05CR	0.66	.00	0.00	170,158.48CR	0.73
CASH SALES MARKHAM	694.94CR	0.07	832.04CR	0.04	26,493.49CR	0.12	.00	0.00	29,757.96CR	0.13
SALES ON ACCOUNT MARKHAM	133,998.68CR	13.53	104,654.50CR	5.43	1,269,268.96CR	5.61	.00	0.00	1,747,377.87CR	7.53
CASH SALES ST CATHERINE	729.16CR	0.07	2,901.24CR	0.15	30,238.11CR	0.13	.00	0.00	45,841.78CR	0.20
SALES ON A/C ST CATHERINES	558,264.14	56.37	158,235.09CR	8.21	2,516,111.35CR	11.13	.00	0.00	2,283,175.56CR	9.84
CASH SALES H.R.E.D. SUPPLY	.00	0.00	.00	0.00	374,177.00CR	1.66	.00	0.00	374,177.00	1.61
SALES ON ACCOUNT H.R.E.D. SUPPLY	13,430.93CR	1.36	45,277.85CR	2.35	304,963.39CR	1.35	.00	0.00	455,742.86CR	1.96
MISCELLANEOUS INCOME	.00	0.00	.00	0.00	.00	0.00	.00	0.00	16,448.95CR	0.07
CASH SALES BARRIE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
SALES ON ACCOUNT BARRIE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CASH SALES BURLINGTON	6,934.35CR	0.70	840.99CR	0.04	65,259.93CR	0.29	.00	0.00	79,171.67CR	0.34
SALES ON ACCOUNT BURLINGTON	96,411.61CR	9.73	142,086.84CR	7.37	1,654,556.48CR	8.21	.00	0.00	1,712,262.22CR	7.37
PROJECT SALES BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VOLUME REBATE SALES	23,027.99CR	2.33	9,921.40CR	0.51	359,482.29CR	1.59	.00	0.00	305,134.84CR	1.31
CASH SALES MISSISSAUGA	1,132.68CR	0.11	672.15CR	0.03	15,496.61CR	0.07	.00	0.00	32,151.64CR	0.14
SALES ON ACCOUNT MISSISSAUGA	202,932.61CR	20.49	313,752.47CR	16.27	2,914,080.86CR	12.89	.00	0.00	3,110,784.38CR	13.41
SALES.....	990,433.75CR *	99.99 *	1,928,263.48CR *	99.99 *	22,606,181.94CR *	100.00 *	.00	0.00 *	23,204,731.84CR *	99.99 *
TOTAL SALES.....	990,433.75CR **	99.99 **	1,928,263.48CR **	99.99 **	22,606,181.94CR **	100.00 **	.00	0.00 **	23,204,731.84CR **	99.99 **
COST OF SALES	924,132.70	93.31	1,519,457.23	78.80	17,539,774.09	77.59	.00	0.00	18,174,736.29	78.32
VOLUME REBATES	.00	0.00	.00	0.00	21,525.78CR	0.10	.00	0.00	16,973.19CR	0.07
COST OF SALES PROJECT HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COST OF SALES PROJECT MARKHAM	.00	0.00	.00	0.00	.00	0.00	.00	0.00	10.00	0.00
COST OF SALES PROJECT BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COST OF SALES.....	924,132.70 *	93.31 *	1,519,457.23 *	78.80 *	17,518,248.31 *	77.49 *	.00	0.00 *	18,157,773.10 *	78.25 *
COST OF SALES.....	924,132.70 **	93.31 **	1,519,457.23 **	78.80 **	17,518,248.31 **	77.49 **	.00	0.00 **	18,157,773.10 **	78.25 **
GROSS PROFIT	66,301.05CR ***	6.68 ***	408,806.25CR ***	21.19 **	5,087,933.63CR ***	22.51 ***	.00	0.00 ***	5,046,958.74CR ***	21.74***
ADVERTISING TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	399,554.26CR	1.72
COMMISSIONS TORONTO	.00	0.00	1,458.38	0.08	3,168.08	0.01	.00	0.00	3,869.17	0.02
DONATION/DUES/SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
SALES SALARY TORONTO	34,561.16	3.49	17,292.37	0.90	277,044.60	1.23	.00	0.00	282,209.52	1.22
INSIDE SALES TORONTO	40,188.82	4.06	36,127.68	1.87	492,067.06	2.18	.00	0.00	512,994.34	2.21
WAREHOUSE SALARY	3,307.50	0.33	2,700.00	0.14	39,483.50	0.17	.00	0.00	37,841.30	0.16
SALARY TORONTO DRIVER	8,452.50	0.85	6,900.00	0.36	86,926.50	0.38	.00	0.00	107,540.00	0.46
CAR ALLOWANCES TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	3,300.00	0.01
OFFICE AND GENERAL TORONTO	11,022.92	1.11	10,994.97	0.57	128,223.45	0.57	.00	0.00	111,542.78	0.48
TELEPHONES TORONTO	1,894.96	0.19	8,736.88	0.45	62,843.98	0.28	.00	0.00	48,324.25	0.21
BUSINESS TAX TORONTO	5,076.04	0.51	.00	0.00	5,076.04	0.02	.00	0.00	.00	0.00
REALTY TAX TORONTO	5,232.00	0.53	5,232.52	0.27	31,672.19	0.14	.00	0.00	26,363.03	0.11
PETRO CANADA COST	3,359.36	0.34	3,714.88	0.19	34,643.78	0.15	.00	0.00	36,563.70	0.16
WATER EXPENSE	.00	0.00	.00	0.00	524.81CR	0.00	.00	0.00	1,161.64	0.01
HYDRO EXPENSE (TORONTO HYDRO)	.00	0.00	986.33	0.05	14,403.30	0.06	.00	0.00	11,404.11	0.05
BAD DEBTS TORONTO	441,913.90	44.62	.00	0.00	503,593.01	2.23	.00	0.00	141,642.62	0.61
HEATING EXPENSE (CONSUMERS GAS)	.00	0.00	.00	0.00	5,178.11	0.02	.00	0.00	9,589.05	0.04

HARWELL HESCO ELECTRIC SUPPLY
INCOME STATEMENT
FOR PERIOD 2007 - 12 ** OPES **

DATE: 3/04/09

TIME: 10:10:50

PAGE: 2

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
CHRISTMAS EXPENSE	.00	0.00	.00	0.00	23,145.30	0.10	.00	0.00	5,777.52	0.02
DEP'N WAREHOUSE	.01CR	0.00	120.70	0.01	1,448.39	0.01	.00	0.00	6,487.94	0.03
DEP'N FURNITURE & EQPT	.01CR	0.00	14.68	0.00	176.15	0.00	.00	0.00	220.16	0.00
DEP'N TRUCK	.05	0.00	716.29	0.04	8,595.53	0.04	.00	0.00	9,980.15	0.04
GENERAL -INS TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
RENT EXPENSE SALES	13,000.00	1.31	13,000.00	0.67	156,000.00	0.69	.00	0.00	156,000.00	0.67
RENT (PARKING)	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE REPAIR	3,627.38	0.37	2,487.79	0.13	44,179.55	0.20	.00	0.00	57,199.45	0.25
TRAVELLING EXPENSE	.00	0.00	.00	0.00	130.89	0.00	.00	0.00	555.51	0.00
FREIGHT IN TORONTO	7,042.20CR	0.71	3,020.09CR	0.16	11,056.90CR	0.05	.00	0.00	34,542.86CR	0.15
TORONTO FREIGHT FROM INVOICES	488.01	0.05	3,802.76	0.20	9,427.56	0.04	.00	0.00	9,178.47	0.04
DEPRECIATION AUTOMOBILE	.01	0.00	280.08	0.01	3,360.97	0.01	.00	0.00	.00	0.00
BRANCH EXPENSE	2,032.73	0.21	1,170.99	0.06	11,427.27	0.05	.00	0.00	13,585.44	0.06
SALES EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
PROFESSIONAL FEES	.00	0.00	.00	0.00	6,650.00	0.03	.00	0.00	2,794.00	0.01
V.S EXPENSE	34.56	0.00	1,060.45	0.05	3,441.20	0.02	.00	0.00	.00	0.00
EXPENSES TORONTO.....	567,149.68	57.26	113,777.66	5.89	1,940,924.70	8.58	.00	0.00	1,162,027.03	5.00
TRAVELLING	.00	0.00	.00	0.00	75.99	0.00	.00	0.00	393.28	0.00
ADVERTISING HAMILTON	.00	0.00	.00	0.00	4,847.62	0.02	.00	0.00	6,086.51	0.03
COMMISSIONS HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	2,644.48	0.01
BRANCH EXPENSE	2,135.73	0.22	711.05	0.04	27,501.24	0.12	.00	0.00	26,865.27	0.12
DNATIONS/DUES/SUBSCRIPTIONS	.00	0.00	.00	0.00	566.04	0.00	.00	0.00	2,700.00	0.01
INSIDE SALES SALARY	24,279.50	2.45	19,820.00	1.03	292,618.96	1.29	.00	0.00	304,811.00	1.31
WAREHOUSE SALARY	2,205.00	0.22	1,800.00	0.09	23,580.00	0.10	.00	0.00	21,800.00	0.09
SALARY HAMILTON DRIVER	1,808.00	0.18	1,600.00	0.08	13,595.52	0.06	.00	0.00	50.00	0.00
CAR ALLOWANCE HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	9,000.00	0.04
GENERAL EXPENSE HAMILTON	2,596.96	0.26	4,718.94	0.24	44,806.64	0.20	.00	0.00	33,105.24	0.14
TELEPHONE EXPENSES HAMILTON	512.03	0.05	1,713.20	0.09	13,189.33	0.06	.00	0.00	30,714.50	0.13
BUSINESS TAXES HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	38,569.61	0.17
REALTY TAXES HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
PETRO CANADA COST	2,061.67	0.21	1,648.35	0.09	20,692.16	0.09	.00	0.00	18,686.10	0.08
BAD DEBTS	.00	0.00	.00	0.00	15,499.67	0.07	.00	0.00	4,545.77	0.02
HYDRO EXPENSE (HAMILTON HYDRO)	.00	0.00	6,266.64	0.33	38,083.47	0.17	.00	0.00	37,920.14	0.16
STATIONARY EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WATER AND POWER	.00	0.00	147.61	0.01	7,189.13	0.03	.00	0.00	1,649.46	0.01
DEPRECIATION WAREHOUSE	124.63CR	0.01	46.59	0.00	60.56	0.00	.00	0.00	75.70	0.00
DEPRECIATION TRUCKS	418.39	0.04	157.60	0.01	4,441.20	0.02	.00	0.00	2,701.70	0.01
RENT EXPENSE	12,000.00	1.21	12,000.00	0.62	144,000.00	0.64	.00	0.00	144,000.00	0.62
VEHICLE REPAIR	719.43	0.07	719.43	0.04	14,128.47	0.06	.00	0.00	14,058.43	0.06
SHOWROOM SALARIES	4,508.00	0.46	3,680.00	0.19	47,428.00	0.21	.00	0.00	49,853.50	0.21
SALARY OUTSIDE SALES	15,753.50	1.59	12,860.00	0.67	167,201.50	0.74	.00	0.00	134,303.05	0.58
FREIGHT IN HAMILTON	572.68	0.06	491.29	0.03	7,297.37	0.03	.00	0.00	12,025.06	0.05
MAINTENANCE AND REPAIR	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEP'N LEASEHOLD HAMILTON	124.67	0.01	464.24	0.02	6,069.47	0.03	.00	0.00	7,586.85	0.03
DEP'N AUTO HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
HAMILTON FREIGHT FROM INVOICES	811.81	0.08	593.68	0.03	7,895.95	0.03	.00	0.00	7,360.20	0.03
EXPENSES HAMILTON.....	70,182.74	7.10	69,538.62	3.61	900,758.29	3.97	.00	0.00	911,505.85	3.91
ADVERTISING EXPENSES	.00	0.00	.00	0.00	1,223.23	0.01	.00	0.00	713.00	0.00
COMMISSION BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DUES AND SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARIES	.00	0.00	.00	0.00	56,243.72	0.25	.00	0.00	87,475.39	0.38

HARWELL HESCO ELECTRIC SUPPLY
INCOME STATEMENT
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	CURRENT ACTUAL	% OF SALES	LAST NO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
INSIDE SALES SALARIES	16,104.94	1.63	13,146.88	0.68	170,673.70	0.75	.00	0.00	170,864.44	0.74
WAREHOUSE SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	75.00	0.00
DRIVERS SALARIES	552.00	0.06	.00	0.00	552.00	0.00	.00	0.00	15,400.00	0.07
CAR ALLOWANCE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSES	695.82	0.07	1,602.78	0.08	25,440.32	0.11	.00	0.00	16,442.80	0.07
TELEPHONE EXPENSE	392.20	0.04	830.75	0.04	6,290.69	0.03	.00	0.00	19,827.49	0.09
PETRO CANADA COST	238.60	0.02	46.76	0.00	4,856.43	0.02	.00	0.00	7,454.15	0.03
HEATING (UNION GAS)	.00	0.00	17.00	0.00	11,235.41	0.05	.00	0.00	6,416.64	0.03
WATER EXPENSES	.00	0.00	456.31	0.02	626.88	0.00	.00	0.00	1,901.37	0.01
HYDRO EXPENSE (BURL'TON HYDRO)	.00	0.00	3,419.00	0.18	16,024.33	0.07	.00	0.00	2,905.32	0.01
BAD DEBT EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	4,512.44	0.02
DEP'N FURNITURE & FIXTURES	.00	0.00	63.83	0.00	765.96	0.00	.00	0.00	957.42	0.00
RENT EXPENSE	6,500.00	0.66	6,600.00	0.34	78,100.00	0.35	.00	0.00	78,000.00	0.34
BUSINESS TAX	4,890.38	0.49	.10	0.00	34,617.60	0.15	.00	0.00	43,982.66	0.19
REALTY TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE REPAIRS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	1,109.63	0.00
TRAINING EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WAREHOUSE EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	348.36	0.00
DEPRECIATION TRUCK	.03CR	0.00	14.88	0.00	178.53	0.00	.00	0.00	255.05	0.00
DEPRECIATION WAREHOUSE	125.12	0.03	23.22	0.00	603.76	0.00	.00	0.00	.00	0.00
DEP. LEASEROLD BURLINGTON	.01	0.00	298.26	0.02	1,579.13	0.02	.00	0.00	4,473.94	0.02
FREIGHT EXPENSE BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT IN	.00	0.00	424.90	0.02	2,260.71	0.01	.00	0.00	3,590.90	0.02
BURLINGTON FREIGHT FROM INVOICES	855.84	0.09	624.06	0.03	6,454.38	0.03	.00	0.00	5,803.61	0.03
TRAVELLING EXPENSES	.00	0.00	.00	0.00	287.25	0.00	.00	0.00	.00	0.00
EXPENSES BURLINGTON.....	10,554.88	1.09	27,558.73	1.41	420,014.03	1.85	.00	0.00	472,509.61	2.05
FREIGHT IN	.00	0.00	180.00	0.01	2,555.10	0.01	.00	0.00	5,642.08	0.02
FREIGHT RE INVOICES	116.38	0.01	130.21	0.01	2,060.96	0.01	.00	0.00	1,123.00	0.00
TRAVELLING EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	45.04CR	0.00
ADVERTISING	.00	0.00	.00	0.00	1,719.23	0.02	.00	0.00	.00	0.00
COMMISSIONS MARKHAM	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DUES AND SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARY	.00	0.00	21,003.23	1.09	125,622.32	0.56	.00	0.00	117,734.98	0.51
INSIDE SALES SALARY	9,555.00	0.96	8,547.33	0.44	106,572.31	0.47	.00	0.00	126,853.22	0.55
WAREHOUSE SALARY	.00	0.00	.00	0.00	13,200.00	0.06	.00	0.00	24,645.20	0.11
DRIVER SALARY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	7,276.00	0.03
CAR ALLOWANCES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSE	773.18	0.08	2,321.83	0.12	22,334.61	0.10	.00	0.00	22,474.03	0.10
TELEPHONE EXPENSE	301.16	0.03	652.72	0.03	7,070.46	0.03	.00	0.00	19,690.14	0.08
PETRO CANADA COST	1,506.52	0.15	1,266.43	0.07	20,685.17	0.09	.00	0.00	25,889.58	0.11
HEATING EXPENSE (CONSUMERS GAS)	.00	0.00	.00	0.00	9,695.74	0.04	.00	0.00	9,754.78	0.04
HYDRO EXPENSE (MARKHAM HYDRO)	177.31	0.04	600.20	0.03	9,470.63	0.04	.00	0.00	4,239.60	0.02
BAD DEBT EXPENSE	.00	0.00	.00	0.00	11,531.09	0.05	.00	0.00	5,477.97	0.02
DEP'N FURNITURE & FIXTURES	.05	0.00	430.20	0.02	5,162.45	0.02	.00	0.00	6,453.07	0.03
RENT EXPENSE	7,213.75	0.73	7,213.75	0.37	85,695.00	0.38	.00	0.00	84,390.00	0.36
COMMISSIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
BUSINESS TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CAR LEASE PAYMENT	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEPRECIATION TRUCKS	.04	0.00	291.32	0.02	3,495.88	0.02	.00	0.00	4,994.12	0.02
VEHICLE REPAIRS	1,023.51	0.10	1,327.55	0.07	17,382.78	0.08	.00	0.00	29,981.47	0.13
FREIGHT EXPENSE MARKHAM	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
EXPENSES MARKHAM.....	20,866.90	2.10	43,964.77	2.28	446,253.93	1.98	.00	0.00	496,574.20	2.13

HARMILL HESCO ELECTRIC SUPPLY
 INCOME STATEMENT
 FOR PERIOD 2007 - 12 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
ADVERTISING	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMMISSIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
INSIDE SALES SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	100.00	0.00
WAREHOUSE SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DRIVER SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CAR ALLOWANCES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSES	42.05	0.00	42.05	0.00	179.50	0.00	.00	0.00	893.82	0.00
TELEPHONE EXPENSES	67.38	0.01	129.26	0.01	1,488.05	0.01	.00	0.00	1,429.34	0.01
PETRO CANADA COST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	83.65	0.00
HEATING EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WATER EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	36.49	0.00
HYDRO EXPENSE (BARRIE PUB.UTIL)	.00	0.00	.00	0.00	.00	0.00	.00	0.00	113.48	0.00
BAD DEBT EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
ACCUM DEP BARRIE TRUCK	.03CR	0.00	130.13	0.01	1,561.53	0.01	.00	0.00	2,230.76	0.01
RENT EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
PETRO CANADA COST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE REPAIRS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TRAVELLING EXPENSE BARRIE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT RE INVOICES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT BARRIE MPG INVOICES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
EXPENSES BARRIE.....	109.40	* 0.01 *	301.44	* 0.02 *	3,429.08	* 0.02 *	.00	* 0.00 *	4,887.54	* 0.02 *
ADVERTISING	.00	0.00	.00	0.00	1,223.23	0.01	.00	0.00	.00	0.00
COMMISSIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DUES AND SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARY	12,441.10	1.26	10,156.00	0.53	161,328.90	0.71	.00	0.00	136,236.00	0.59
INSIDE SALES SALARY	7,364.20	0.74	3,142.00	0.16	81,450.52	0.36	.00	0.00	93,866.00	0.40
WAREHOUSE SALARY	2,695.00	0.27	2,200.00	0.11	28,320.00	0.13	.00	0.00	27,000.00	0.12
DRIVER SALARY	.00	0.00	.00	0.00	4,823.80	0.02	.00	0.00	4,875.00	0.02
CAR ALLOWANCE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	15.88	0.00
GENERAL EXPENSE	417.89	0.04	1,293.57	0.07	15,010.43	0.07	.00	0.00	26,130.40	0.11
TELEPHONE EXPENSE	976.19	0.10	555.13	0.03	7,350.79	0.03	.00	0.00	12,333.56	0.05
PETRO CANADA COST	536.85	0.05	820.16	0.04	6,079.61	0.03	.00	0.00	3,805.64	0.02
HEATING EXPENSE (CONSUMERS GAS)	.00	0.00	.00	0.00	4,135.51	0.02	.00	0.00	.00	0.00
HYDRO EXPENSE (ST CATHERINE HYDRO)	26.35	0.00	.00	0.00	4,266.27	0.02	.00	0.00	14,165.55	0.06
BAD DEBT EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	5,140.46	0.02
RENT EXPENSE	5,591.00	0.56	5,591.00	0.29	65,583.34	0.29	.00	0.00	66,120.70	0.28
BUSINESS TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEPRECIATION TRUCKS	.21CR	0.00	12.99	0.00	155.67	0.00	.00	0.00	222.40	0.00
VEHICLE REPAIRS	.00	0.00	.00	0.00	2,253.31	0.01	.00	0.00	2,952.55	0.01
FREIGHT EXPENSE ST KITTS	17.06	0.00	15.00	0.00	3,466.29	0.02	.00	0.00	1,278.53	0.01
FREIGHT RE INVOICES	294.69	0.03	481.08	0.02	3,909.44	0.02	.00	0.00	2,363.32	0.01
EXPENSES ST CATHERINES.....	30,360.12	* 3.05 *	24,266.93	* 1.25 *	389,557.11	* 1.74 *	.00	* 0.00 *	396,505.99	* 1.70 *
RENT EXPENSE	4,175.43	0.42	4,175.42	0.22	49,928.32	0.22	.00	0.00	34,224.13	0.15
GENERAL EXPENSE	3,079.89	0.31	3,650.90	0.19	36,371.29	0.16	.00	0.00	26,703.80	0.12
FREIGHT RE INVOICES	138.19	0.01	385.73	0.02	4,263.34	0.02	.00	0.00	7,113.72	0.03
TELEPHONE EXPENSES	536.49	0.05	1,426.85	0.07	9,765.34	0.04	.00	0.00	15,478.13	0.07
SALARIES	16,026.61	1.62	13,246.20	0.69	182,231.66	0.81	.00	0.00	192,996.29	0.83
STATIONARY EXPENSE	.00	0.00	.00	0.00	1,624.82	0.01	.00	0.00	73.11	0.00
CAR ALLOWANCE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	5,500.00	0.02
MISSISSAUGA HYDRO	.00	0.00	.00	0.00	2,670.74	0.01	.00	0.00	5,695.57	0.02

HARWELL HESCO ELECTRIC SUPPLY
 INCOME STATEMENT
 FOR PERIOD 2007 - 12 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
EMBRIDGE GAS	.00	0.00	44.61	0.00	5,332.83	0.02	.00	0.00	.00	0.00
OUTSIDE SALES SALARIES	18,450.41	1.86	15,061.56	0.78	194,975.21	0.86	.00	0.00	184,950.72	0.80
VEHICLE EXPENSE	.00	0.00	.00	0.00	4,087.24	0.02	.00	0.00	2,741.08	0.01
MISSISSAUGA PROJECTS.....	42,407.02	4.27	37,990.97	1.97	491,250.81	2.17	.00	0.00	475,476.55	2.05
COMMISSION	151.73	0.02	.00	0.00	265.53	0.00	.00	0.00	.00	0.00
INSIDE SALES SALARIES	4,296.93	0.43	3,507.72	0.18	41,674.64	0.18	.00	0.00	40,400.36	0.17
OUTSIDE SALES SALARIES	.00	0.00	.00	0.00	100.00	0.00	.00	0.00	100.00	0.00
OFFICE AND GENERAL	.00	0.00	.00	0.00	447.37	0.00	.00	0.00	1,024.19	0.00
TELEPHONE EXPENSE	.00	0.00	.00	0.00	1,011.06	0.00	.00	0.00	3,127.60	0.01
HEATING	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT EXPENSE	.00	0.00	15.73	0.00	641.57	0.00	.00	0.00	929.79	0.00
EXPENSES HED SUPPLY.....	4,448.66	0.45	3,523.45	0.18	44,140.27	0.18	.00	0.00	45,581.94	0.18
ADVERTISING EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMPUTER COMMUNICATION LINES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
INSURANCE	33,303.03	3.36	.00	0.00	86,667.30	0.38	.00	0.00	82,852.96	0.36
CREDITEL COSTS	.00	0.00	.00	0.00	4,906.88	0.02	.00	0.00	3,350.00	0.01
WORKERS COMPENSATION	119.66	0.01	1,234.33	0.06	12,329.63	0.05	.00	0.00	13,647.11	0.06
U.S. EXCHANGE	286.83CR	0.03	1,207.46CR	0.06	34,773.37	0.15	.00	0.00	17,240.14CR	0.07
HEAD OFFICE STATIONARY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEP'N L/I H.O	.01CR	0.00	401.58	0.02	4,818.95	0.02	.00	0.00	.00	0.00
OFFICE SALARIES	10,000.00	1.01	8,000.00	0.41	106,250.00	0.47	.00	0.00	109,200.00	0.47
DONATIONS	.00	0.00	.00	0.00	7,154.81	0.03	.00	0.00	10,100.94	0.04
HEAD OFFICE SALARIES	17,072.70	1.72	13,936.96	0.72	195,575.69	0.87	.00	0.00	208,363.03	0.90
HEAD OFFICE GENERAL	5,645.45CR	0.57	918.00	0.05	32,843.09	0.15	.00	0.00	161,544.35	0.70
AUDIT	.00	0.00	.00	0.00	20,695.35	0.09	.00	0.00	17,350.00	0.07
BANK INTEREST	28,778.35	2.91	25,865.29	1.34	357,011.77	1.58	.00	0.00	346,693.96	1.49
H.O. BUSINESS TAXES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
H.O. REALTY TAXES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
H.O. EXPENSES	.00	0.00	.00	0.00	450.00	0.00	.00	0.00	192,959.51	0.83
C.P.P. EXPENSE	7,852.12	0.79	7,377.32	0.38	98,817.55	0.44	.00	0.00	108,429.59	0.47
U.I.C. EXPENSES	4,043.95	0.41	3,788.41	0.20	52,619.85	0.23	.00	0.00	60,335.14	0.26
W.C.B.	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
R.R.S.P. CONTRIBUTION	.00	0.00	.00	0.00	3,000.00	0.01	.00	0.00	3,000.00	0.01
PENSION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
E.H.T.	4,867.76	0.49	3,893.23	0.20	50,050.00	0.22	.00	0.00	55,125.44	0.24
POSTAGE	.00	0.00	2,000.00	0.10	6,500.00	0.03	.00	0.00	8,000.00	0.03
GROUP BENEFITS	61.49CR	0.01	1,010.81CR	0.05	43,612.09	0.19	.00	0.00	66,133.14	0.28
SERVICE CHARGES	475.00	0.05	475.00	0.02	5,700.00	0.03	.00	0.00	5,700.00	0.02
H.O DEPRECIATION	.00	0.00	1,175.89	0.06	14,110.68	0.06	.00	0.00	.00	0.00
ONTARIO CAPITAL TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
LOAN ADMIN FES	300.00	0.03	300.00	0.02	3,620.00	0.02	.00	0.00	6,600.00	0.03
LOSS (GAIN) ON DISPOSAL	5,425.60CR	0.55	.00	0.00	5,425.60CR	0.02	.00	0.00	.00	0.00
COMPUTER LEASE PAYMENT	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
LEGAL	7,139.50	0.72	1,962.77	0.10	33,496.69	0.15	.00	0.00	20,688.07	0.09
CASH DISCOUNT EARNED	17,864.08CR	1.80	15,517.11CR	0.80	215,010.51CR	0.95	.00	0.00	266,428.67CR	1.15
CASH DISCOUNT PAID	4,307.55	0.44	3,337.95	0.17	81,768.03	0.36	.00	0.00	101,290.61	0.44
LOAN INTEREST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE LEASE PYMT	1,130.85	0.11	1,130.85	0.06	26,557.19	0.12	.00	0.00	43,301.16	0.19
EXPENSES ADMIN.....	90,107.01	9.08	58,062.32	3.00	1,062,892.81	4.70	.00	0.00	1,341,396.24	5.77
EXPENSES.....	856,386.41	86.41	378,984.89	19.61	5,699,221.03	25.19	.00	0.00	5,306,464.95	22.81

HARWELL HESCO ELECTRIC SUPPLY
 I N C O M E S T A T E M E N T
 FOR PERIOD 2007 - 12 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE FRICH YEAR	% OF SALES
TAX EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	15,147.55CR	0.07
TAX INTEREST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TAX INCOME	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TAX EXPENSE.....	.00	* 0.00 *	.00	* 0.00 *	.00	* 0.00 *	.00	* 0.00 *	15,147.55CR *	0.07 *
TAX EXPENSE.....	.00	** 0.00 **	.00	** 0.00 **	.00	** 0.00 **	.00	** 0.00 **	15,147.55CR **	0.07 **
NET INCOME	790,085.36	*** 79.73 ***	29,821.36CR	*** 1.58 **	611,287.40	*** 2.60 ***	.00	*** 0.00 ***	244,358.66	*** 1.00***

Appendix C - December 31, 2008 Financial Statements

HARWELL HESCO ELECTRIC SUPPLY
 INCOME STATEMENT
 FOR PERIOD 2008 - 04 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
SALES ON ACCOUNT HAMILTON	304,654.00CR	21.51	429,072.08CR	27.03	1,404,738.72CR	21.15	.00	0.00	1,059,391.11CR	13.93
COUNTER CASH SALES HAMILTON	6,994.99CR	0.49	6,064.66CR	0.38	31,609.57CR	0.48	.00	0.00	54,522.55CR	0.72
SHOWROOM HAMILTON	6,872.74CR	0.49	14,590.94CR	0.92	44,980.80CR	0.68	.00	0.00	67,335.71CR	0.89
SALES ON ACCOUNT TORONTO	470,719.63CR	33.23	543,908.37CR	34.26	2,346,154.89CR	35.32	.00	0.00	3,375,859.89CR	44.38
COUNTER CASH SALES	24,030.65CR	1.70	11,492.34CR	0.72	68,907.22CR	1.04	.00	0.00	64,157.92CR	0.84
CASH SALES MARKHAM	669.35CR	0.05	989.31CR	0.06	6,866.16CR	0.10	.00	0.00	11,098.55CR	0.15
SALES ON ACCOUNT MARKHAM	47,937.63CR	3.38	58,854.43CR	3.71	337,210.47CR	5.08	.00	0.00	390,142.34CR	5.13
CASH SALES ST CATHERINE	1,572.90CR	0.11	1,792.23CR	0.11	7,482.47CR	0.11	.00	0.00	14,593.22CR	0.19
SALES ON A/C ST CATHERINES	206,419.41CR	14.57	106,549.55CR	6.71	555,671.62CR	8.36	.00	0.00	490,386.11CR	6.45
CASH SALES H.E.D. SUPPLY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
SALES ON ACCOUNT H.E.D. SUPPLY	25,531.54CR	1.80	13,796.98CR	0.87	70,511.70CR	1.06	.00	0.00	118,045.10CR	1.55
MISCELLANEOUS INCOME	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CASH SALES BARRIE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
SALES ON ACCOUNT BARRIE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CASH SALES BURLINGTON	3,351.83CR	0.24	7,587.85CR	0.48	18,835.80CR	0.28	.00	0.00	26,537.66CR	0.35
SALES ON ACCOUNT BURLINGTON	159,754.39CR	11.28	186,743.96CR	11.76	620,278.47CR	9.34	.00	0.00	742,475.58CR	9.76
PROJECT SALES BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VOLUME REBATE SALES	4,889.10CR	0.35	21,376.59CR	1.35	35,943.59CR	0.54	.00	0.00	37,626.04CR	0.49
CASH SALES MISSISSAUGA	276.39CR	0.02	6,306.32CR	0.40	10,616.42CR	0.16	.00	0.00	4,340.96CR	0.06
SALES ON ACCOUNT MISSISSAUGA	152,986.77CR	10.80	178,522.89CR	11.24	1,083,531.41CR	16.31	.00	0.00	1,150,819.67CR	15.13
SALES.....	1,416,621.32CR *	100.02 *	1,587,648.52CR *	100.00 *	6,643,339.31CR *	100.01 *	.00 *	0.00 *	7,607,332.41CR *	100.02 *
TOTAL SALES.....	1,416,621.32CR **	100.02 **	1,587,648.52CR **	100.00 **	6,643,339.31CR **	100.01 **	.00 **	0.00 **	7,607,332.41CR **	100.02 **
COST OF SALES	1,102,081.77	77.80	1,230,701.19	77.52	5,266,153.63	79.27	.00	0.00	5,928,232.99	77.93
VOLUME REBATES	5.79	0.00	.00	0.00	5.79	0.00	.00	0.00	6,517.01CR	0.09
COST OF SALES PROJECT HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COST OF SALES PROJECT MARKHAM	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COST OF SALES PROJECT BURLINGTON	.00	0.00	5.79	0.00	5.79	0.00	.00	0.00	.00	0.00
COST OF SALES.....	1,102,087.56 *	77.80 *	1,230,706.98 *	77.52 *	5,266,165.21 *	79.27 *	.00 *	0.00 *	5,921,715.98 *	77.84 *
COST OF SALES.....	1,102,087.56 **	77.80 **	1,230,706.98 **	77.52 **	5,266,165.21 **	79.27 **	.00 **	0.00 **	5,921,715.98 **	77.84 **
GROSS PROFIT	314,533.76CR ***	22.22 ***	356,941.54CR ***	22.48 ***	1,377,174.10CR ***	20.74 ***	.00	0.00 ***	1,685,616.43CR ***	22.18***
ADVERTISING TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMMISSIONS TORONTO	2,305.00CR	0.16	.00	0.00	1,582.25CR	0.02	.00	0.00	1,048.47	0.01
DONATION/DUES/SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	2,500.00	0.03
SALES SALARY TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
INSIDE SALES TORONTO	17,765.00	1.25	15,670.35	0.99	68,313.14	1.03	.00	0.00	93,365.25	1.23
WAREHOUSE SALARY	32,502.68	2.29	30,236.12	1.90	132,287.43	1.99	.00	0.00	176,567.64	2.32
SALARY TORONTO DRIVER	2,775.00	0.20	2,565.00	0.16	11,111.25	0.17	.00	0.00	12,225.00	0.16
CAR ALLOWANCES TORONTO	4,325.00	0.31	6,010.00	0.38	25,083.75	0.38	.00	0.00	29,200.00	0.38
OFFICE AND GENERAL TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TELEPHONES TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
BUSINESS TAX TORONTO	894.05	0.06	6,275.10	0.40	14,646.20	0.22	.00	0.00	55,085.24	0.72
REALTY TAX TORONTO	5,961.56	0.42	819.47	0.05	13,548.91	0.20	.00	0.00	11,864.76	0.16
PETRO CANADA COST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WATER EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
HYDRO EXPENSE (TORONTO HYDRO)	1,995.11	0.14	2,754.44	0.17	5,231.03	0.08	.00	0.00	5,319.31	0.07
BAD DEBTS TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
HEATING EXPENSE (CONSUMERS GAS)	2,940.92	0.21	483.55CR	0.03	11,458.78	0.17	.00	0.00	10,140.08	0.13
	.00	0.00	.00	0.00	113.11	0.00	.00	0.00	.00	0.00
	2,940.92	0.21	483.55CR	0.03	6,364.33	0.10	.00	0.00	3,281.49	0.04
	5,528.12	0.39	4,306.99	0.27	13,262.49	0.20	.00	0.00	.00	0.00
	1,054.45	0.07	.00	0.00	1,254.03	0.02	.00	0.00	1,571.41	0.02

HARMELL HESCO ELECTRIC SUPPLY
 INCOME STATEMENT
 FOR PERIOD 2008 - 04 ** OPBS **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
CHRISTMAS EXPENSE	1,290.67	0.09	.00	0.00	1,290.67	0.02	.00	0.00	.00	0.00
DEP'N WAREHOUSE	120.70	0.01	120.70	0.01	482.80	0.01	.00	0.00	482.80	0.01
DEP'N FURNITURE & EQPT	14.68	0.00	14.68	0.00	58.72	0.00	.00	0.00	58.72	0.00
DEP'N TRUCK	716.29	0.05	716.29	0.05	2,865.16	0.04	.00	0.00	2,865.16	0.04
GENERAL -IMS TORONTO	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
RENT EXPENSE SALES	13,000.00	0.92	13,000.00	0.82	52,000.00	0.78	.00	0.00	52,000.00	0.68
RENT (PARKING)	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE REPAIR	1,884.40	0.13	2,938.52	0.19	9,475.37	0.14	.00	0.00	12,759.86	0.17
TRAVELLING EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	130.89	0.00
FREIGHT IN TORONTO	7,341.92CR	0.52	1,432.15CR	0.09	15,809.34CR	0.23	.00	0.00	11,980.15	0.16
TORONTO FREIGHT FROM INVOICES	2,549.05	0.18	2,337.98	0.15	6,456.64	0.10	.00	0.00	1,589.17	0.02
DEPRECIATION AUTOMOBILE	280.08	0.02	280.08	0.02	1,120.32	0.02	.00	0.00	1,120.32	0.01
BRANCH EXPENSE	.00	0.00	369.92	0.02	524.20	0.01	.00	0.00	1,864.68	0.02
SALES EXPENSE	.00	0.00	1,001.45	0.06	1,001.45	0.02	.00	0.00	.00	0.00
PROFESSIONAL FEES	7,000.00	0.49	13,000.00	0.82	32,922.50	0.50	.00	0.00	1,650.00	0.02
V.S EXPENSE	664.94	0.05	.00	0.00	1,553.27	0.02	.00	0.00	7,915.52	0.10
EXPENSES TORONTO.....	93,615.78	6.60	100,501.39	6.34	395,833.96	5.97	.00	0.00	496,585.92	6.50
TRAVELLING	.00	0.00	.00	0.00	.00	0.00	.00	0.00	75.99	0.00
ADVERTISING HAMILTON	.00	0.00	.00	0.00	212.50	0.00	.00	0.00	2,282.88	0.03
COMMISSION HAMILTON	.00	0.00	.00	0.00	624.34	0.01	.00	0.00	.00	0.00
BRANCH EXPENSE	.00	0.00	.00	0.00	2,000.00	0.03	.00	0.00	14,394.10	0.19
DONATIONS/DUES/SUBSCRIPTIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	566.04	0.01
INSIDE SALES SALARY	19,033.20	1.34	18,615.25	1.17	78,113.70	1.18	.00	0.00	99,517.35	1.31
WAREHOUSE SALARY	1,850.00	0.13	1,710.00	0.11	7,407.50	0.11	.00	0.00	8,100.00	0.11
SALARY HAMILTON DRIVER	1,650.00	0.12	1,520.00	0.10	6,590.00	0.10	.00	0.00	6,616.00	0.09
CAR ALLOWANCE HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSE HAMILTON	2,535.69	0.18	4,624.80	0.29	11,482.38	0.17	.00	0.00	12,719.95	0.17
TELEPHONE EXPENSE HAMILTON	2,616.18	0.18	537.38	0.03	4,898.27	0.07	.00	0.00	4,771.81	0.06
BUSINESS TAXES HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
REALTY TAXES HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
PETRO CANADA COST	1,243.44	0.09	1,555.32	0.10	6,452.38	0.10	.00	0.00	6,702.54	0.09
BAD DEBTS	3,383.95	0.24	5,451.13	0.34	10,298.32	0.16	.00	0.00	.00	0.00
HYDRO EXPENSE (HAMILTON HYDRO)	4,395.01	0.31	.00	0.00	10,225.04	0.15	.00	0.00	9,775.16	0.13
STATIONARY EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WATER AND POWER	151.16	0.01	.00	0.00	302.00	0.00	.00	0.00	297.02	0.00
DEPRECIATION WAREHOUSE	46.59	0.00	46.59	0.00	186.36	0.00	.00	0.00	343.96	0.00
DEPRECIATION TRUCKS	157.60	0.01	157.60	0.01	630.40	0.01	.00	0.00	472.80	0.01
RENT EXPENSE	12,000.00	0.85	12,000.00	0.78	48,000.00	0.72	.00	0.00	48,000.00	0.63
VEHICLE REPAIR	941.15	0.07	4,318.35	0.27	7,142.80	0.11	.00	0.00	7,142.48	0.09
SHOWROOM SALARIES	3,680.00	0.26	3,496.00	0.22	15,042.00	0.23	.00	0.00	15,790.00	0.21
SALARY OUTSIDE SALES	12,588.96	0.89	12,044.00	0.76	50,521.21	0.76	.00	0.00	56,605.00	0.74
FREIGHT IN HAMILTON	253.48	0.02	1,723.77	0.11	3,326.70	0.05	.00	0.00	3,040.78	0.04
MAINTENANCE AND REPAIR	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEP'N LEASEHOLD HAMILTON	464.24	0.03	464.24	0.03	1,856.96	0.03	.00	0.00	1,856.96	0.02
DEP'N AUTO HAMILTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
HAMILTON FREIGHT FROM INVOICES	1,360.01	0.10	235.59	0.01	3,699.28	0.06	.00	0.00	3,229.09	0.04
EXPENSES HAMILTON.....	68,350.66	4.83	68,500.02	4.31	288,001.14	4.03	.00	0.00	302,299.91	3.97
ADVERTISING EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMMISSION BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DUES AND SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARIES	75.00	0.01	.00	0.00	75.00	0.00	.00	0.00	23,043.72	0.30

HARMELL HESCO ELECTRIC SUPPLY
 INCOME STATEMENT
 FOR PERIOD 2008 - 04 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
INSIDE SALES SALARIES	13,421.88	0.95	12,489.56	0.79	54,012.95	0.81	.00	0.00	56,299.24	0.74
WAREHOUSE SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DRIVERS SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CAR ALLOWANCE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSES	1,652.28	0.12	995.61	0.06	4,492.17	0.07	.00	0.00	6,147.54	0.08
TELEPHONE EXPENSE	1,815.27	0.13	392.20	0.02	3,369.86	0.05	.00	0.00	2,716.08	0.04
PETRO CANADA COST	55.91	0.00	190.43	0.01	880.65	0.01	.00	0.00	2,368.78	0.03
HEATING (UNION GAS)	627.75	0.05	.00	0.00	778.13	0.01	.00	0.00	2,092.38	0.03
WATER EXPENSES	527.97	0.04	.00	0.00	1,202.81	0.02	.00	0.00	170.57	0.00
HYDRO EXPENSE (BURL'TON HYDRO)	1,545.49	0.11	.00	0.00	5,509.73	0.08	.00	0.00	4,457.66	0.06
BAD DEBT EXPENSES	1,733.04	0.12	1,861.09	0.12	4,309.22	0.06	.00	0.00	.00	0.00
DEP'M FURNITURE & FIXTURES	63.83	0.00	63.83	0.00	255.32	0.00	.00	0.00	255.32	0.00
RENT EXPENSE	6,500.00	0.46	6,500.00	0.41	26,000.00	0.39	.00	0.00	26,000.00	0.34
BUSINESS TAX	.00	0.00	.00	0.00	1,803.75	0.05	.00	0.00	14,891.00	0.20
REALTY TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE REPAIRS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TRAINING EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WAREHOUSE EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEPRECIATION TRUCK	14.88	0.00	14.88	0.00	59.52	0.00	.00	0.00	59.52	0.00
DEPRECIATION WAREHOUSE	23.22	0.00	23.22	0.00	92.88	0.00	.00	0.00	92.88	0.00
DEP. LEASEHOLD BURLINGTON	298.26	0.02	298.26	0.02	1,193.04	0.02	.00	0.00	1,193.04	0.02
FREIGHT EXPENSE BURLINGTON	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT IN	33.00	0.00	30.58	0.00	1,111.21	0.02	.00	0.00	1,311.85	0.02
BURLINGTON FREIGHT FROM INVOICES	488.64	0.03	578.42	0.04	2,065.94	0.03	.00	0.00	1,844.97	0.02
TRAVELLING EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
EXPENSES BURLINGTON.....	28,886.62	2.04	23,438.88	1.47	109,212.18	1.63	.00	0.00	142,944.55	1.88
FREIGHT IN	451.97	0.03	4.20	0.00	883.66	0.01	.00	0.00	1,020.92	0.01
FREIGHT RE INVOICES	2,67CR	0.00	40.46	0.00	853.50	0.01	.00	0.00	411.69	0.01
TRAVELLING EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
ADVERTISING	.00	0.00	.00	0.00	137.50	0.00	.00	0.00	2,495.00	0.03
COMMISSIONS MARJHAM	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DOCS AND SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARY	100.00	0.01	.00	0.00	100.00	0.00	.00	0.00	37,617.54	0.49
INSIDE SALES SALARY	5,400.00	0.38	5,130.00	0.32	22,779.30	0.34	.00	0.00	35,207.81	0.46
WAREHOUSE SALARY	2,742.32	0.19	2,557.72	0.16	5,300.04	0.08	.00	0.00	8,400.00	0.11
DRIVER SALARY	2,450.00	0.17	.00	0.00	2,450.00	0.04	.00	0.00	.00	0.00
CAR ALLOWANCES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSE	423.21	0.03	1,093.02	0.07	3,228.09	0.05	.00	0.00	7,751.04	0.10
TELEPHONE EXPENSE	1,408.20	0.10	302.15	0.02	2,417.97	0.05	.00	0.00	3,363.66	0.04
PETRO CANADA COST	929.22	0.07	1,043.17	0.07	4,246.87	0.06	.00	0.00	9,387.59	0.12
HEATING EXPENSE (CONSUMERS GAS)	1,308.57	0.09	.00	0.00	1,208.57	0.02	.00	0.00	1,199.49	0.02
HYDRO EXPENSE (MARJHAM HYDRO)	.00	0.00	.00	0.00	1,126.45	0.02	.00	0.00	1,236.60	0.02
BAD DEBT EXPENSE	516.46	0.04	573.12	0.04	1,711.62	0.03	.00	0.00	.00	0.00
DEP'M FURNITURE & FIXTURE	430.20	0.03	430.20	0.03	1,720.80	0.03	.00	0.00	1,720.80	0.02
RENT EXPENSE	7,213.75	0.51	7,213.75	0.45	28,855.00	0.43	.00	0.00	28,420.00	0.37
COMMISSIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
BUSINESS TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CAR LEASE PAYMENT	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEPRECIATION TRUCKS	291.32	0.02	291.32	0.02	1,165.28	0.02	.00	0.00	1,265.28	0.02
VEHICLE REPAIRS	2,485.64	0.18	1,162.51	0.07	5,740.48	0.09	.00	0.00	9,089.81	0.12
FREIGHT EXPENSE MARJHAM	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
EXPENSES MARJHAM.....	26,148.19	1.85	19,840.62	1.25	85,025.13	1.28	.00	0.00	148,287.23	1.94

HARWELL HERCO ELECTRIC SUPPLY
 INCOME STATEMENT
 FOR PERIOD 2008 - 04 ** OPER **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
ADVERTISING	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMMISSIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
INSIDE SALES SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WAREHOUSE SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DRIVER SALARIES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
CAR ALLOWANCES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	127.20	0.00
TELEPHONE EXPENSES	118.00	0.01	61.88	0.00	315.32	0.00	.00	0.00	226.02	0.00
PETRO CANADA COST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
HEATING EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
WATER EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
HYDRO EXPENSE (BARRIE PUB.UTIL)	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
BAD DEBT EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
ACCOM DEP BARRIE TRUCK	130.13	0.01	130.13	0.01	520.52	0.01	.00	0.00	520.52	0.01
RENT EXPENSES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
PETRO CANADA COST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE REPAIRS	.00	0.00	109.00	0.01	109.00	0.00	.00	0.00	.00	0.00
TRAVELLING EXPENSE BARRIE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT RE INVOICES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT BARRIE MFG INVOICES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
EXPENSES BARRIE.....	248.21	0.02	301.01	0.02	946.64	0.01	.00	0.00	873.74	0.01
ADVERTISING	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMMISSIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DUES AND SUBSCRIPTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
OUTSIDE SALES SALARY	9,293.40	0.66	8,948.20	0.56	38,550.05	0.58	.00	0.00	63,096.80	0.83
INSIDE SALES SALARY	3,090.00	0.22	2,940.00	0.19	9,465.60	0.14	.00	0.00	30,886.00	0.41
WAREHOUSE SALARY	.00	0.00	.00	0.00	1,045.00	0.02	.00	0.00	9,350.00	0.12
DRIVER SALARY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	1,099.00	0.01
CAR ALLOWANCE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
GENERAL EXPENSE	304.66	0.02	700.37	0.04	2,404.71	0.04	.00	0.00	3,647.52	0.05
TELEPHONE EXPENSE	1,834.63	0.13	280.41	0.02	5,777.33	0.09	.00	0.00	2,790.33	0.04
PETRO CANADA COST	467.50	0.03	280.62	0.02	1,488.29	0.02	.00	0.00	1,731.12	0.02
HEATING EXPENSE (CONSUMERS GAS)	128.11	0.01	.00	0.00	321.46	0.00	.00	0.00	202.51	0.00
HYDRO EXPENSE (ST CATHERINES HYDRO)	435.83	0.03	.00	0.00	435.83	0.01	.00	0.00	1,681.77	0.02
BAD DEBT EXPENSE	2,209.97	0.16	1,037.58	0.07	3,825.02	0.06	.00	0.00	.00	0.00
RENT EXPENSE	1,926.45	0.14	.00	0.00	11,370.35	0.17	.00	0.00	22,339.67	0.29
BUSINESS TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEPRECIATION TRUCKS	12.99	0.00	12.99	0.00	51.96	0.00	.00	0.00	51.96	0.00
VEHICLE REPAIRS	.00	0.00	182.26	0.01	182.26	0.00	.00	0.00	423.81	0.01
FREIGHT EXPENSE ST KITTS	320.61	0.02	20.21	0.00	895.56	0.01	.00	0.00	1,123.60	0.01
FREIGHT RE INVOICES	387.37	0.03	346.77	0.02	1,600.32	0.02	.00	0.00	378.88	0.00
EXPENSES ST CATHERINES.....	20,411.52	1.45	14,749.41	0.93	77,413.74	1.16	.00	0.00	138,802.97	1.81
BAD DEBTS MISSISSAUGA	1,628.46	0.11	1,770.09	0.11	5,293.33	0.08	.00	0.00	.00	0.00
RENT EXPENSE	4,175.43	0.29	4,175.43	0.26	16,701.72	0.25	.00	0.00	16,524.64	0.22
GENERAL EXPENSE	3,209.76	0.23	3,196.48	0.20	13,979.53	0.21	.00	0.00	8,967.72	0.12
FREIGHT RE INVOICES	382.79	0.03	1,287.90	0.08	2,021.76	0.03	.00	0.00	2,157.47	0.03
TELEPHONE EXPENSES	1,326.47	0.09	503.95	0.03	3,071.49	0.05	.00	0.00	3,342.12	0.04
SALARIES	13,340.40	0.94	12,587.72	0.79	52,414.94	0.79	.00	0.00	65,881.96	0.87
STATIONARY EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	401.53	0.01
CAR ALLOWANCE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00

HARWELL HESCO ELECTRIC SUPPLY
INCOME STATEMENT
FOR PERIOD 2008 - 04 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
MISSISSAUGA HYDRO	1,284.45	0.09	.00	0.00	1,284.45	0.02	.00	0.00	1,197.59	0.02
EMBRIDGE GAS	557.33	0.04	.00	0.00	666.18	0.01	.00	0.00	1,096.16	0.01
OUTSIDE SALES SALARIES	5,475.00	0.39	5,130.00	0.22	36,603.61	0.55	.00	0.00	64,150.10	0.84
VEHICLE EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	3,482.02	0.05
MISSISSAUGA PROJECTS.....	31,380.09	2.21	28,651.57	1.79	132,037.11	1.99	.00	0.00	167,201.31	2.21
COMMISSION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
INSIDE SALES SALARIES	3,632.72	0.26	3,332.28	0.21	14,462.63	0.22	.00	0.00	13,457.81	0.18
OUTSIDE SALES SALARIES	75.00	0.01	.00	0.00	75.00	0.00	.00	0.00	100.00	0.00
OFFICE AND GENERAL	.00	0.00	.00	0.00	.00	0.00	.00	0.00	327.82	0.00
TELEPHONE EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	649.48	0.01
HEATING	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
FREIGHT EXPENSE	47.53	0.00	.00	0.00	47.53	0.00	.00	0.00	118.48	0.00
EXPENSES HED SUPPLY.....	3,755.25	0.27	3,332.28	0.21	14,585.16	0.22	.00	0.00	14,653.59	0.19
ADVERTISING EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMPUTER COMMUNICATION LINES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
INSURANCE	6,038.00	0.43	6,038.00	0.38	24,152.00	0.36	.00	0.00	23,492.12	0.31
CREDITEL COSTS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	2,630.00	0.03
WORKERS COMPENSATION	1,156.29	0.08	1,184.56	0.07	3,466.79	0.05	.00	0.00	4,262.23	0.06
U.S. EXCHANGE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	157.50	0.00
HEAD OFFICE STATIONARY	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
DEP'N L/I H.O	401.58	0.03	401.58	0.03	1,606.32	0.02	.00	0.00	1,606.32	0.02
OFFICE SALARIES	2,800.00	0.20	2,800.00	0.18	9,300.00	0.14	.00	0.00	35,700.00	0.47
DONATIONS	.00	0.00	.00	0.00	.00	0.00	.00	0.00	6,770.00	0.09
HEAD OFFICE SALARIES	18,056.95	1.27	15,679.95	0.99	63,526.81	0.96	.00	0.00	71,890.79	0.95
HEAD OFFICE GENERAL	1,980.31	0.14	450.00	0.03	4,660.18	0.07	.00	0.00	7,802.03	0.10
AUDIT	.00	0.00	.00	0.00	.00	0.00	.00	0.00	1,045.35	0.01
BANK INTEREST	19,472.77	1.37	25,081.53	1.58	101,373.25	1.53	.00	0.00	129,872.71	1.71
H.O. BUSINESS TAXES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
H.O. REALTY TAXES	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
H.O. EXPENSES	208.71	0.01	.00	0.00	208.71	0.00	.00	0.00	.00	0.00
C.P.P. EXPENSE	3,207.93	0.23	3,276.29	0.21	15,740.31	0.24	.00	0.00	23,419.80	0.31
U.I.C. EXPENSES	1,784.34	0.13	1,918.69	0.12	8,657.71	0.13	.00	0.00	12,862.93	0.17
W.C.B.	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
R.R.S.P. CONTRIBUTION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
PENSION	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
E.H.T.	3,216.00	0.23	3,142.89	0.20	13,482.14	0.20	.00	0.00	19,501.93	0.26
POSTAGE	1,000.00	0.07	.00	0.00	2,000.00	0.03	.00	0.00	1,500.00	0.02
GROUP BENEFITS	353.58CR	0.02	3,342.63	0.21	13,961.18	0.21	.00	0.00	18,025.77	0.24
SERVICE CHARGES	475.00	0.03	475.00	0.03	1,900.00	0.03	.00	0.00	1,900.00	0.02
H.O DEPRECIATION	1,175.89	0.08	1,175.89	0.07	4,703.96	0.07	.00	0.00	4,703.96	0.06
ONTARIO CAPITAL TAX	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
LOAN ADMIN FEE	300.00	0.02	300.00	0.02	1,200.00	0.02	.00	0.00	1,220.00	0.02
LOSS(GAIN) ON DISPOSAL	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
COMPUTER LEASE PAYMENT	1,740.11	0.12	5,220.33	0.33	6,960.44	0.10	.00	0.00	.00	0.00
LEGAL	1,184.37	0.08	544.18	0.03	1,336.29	0.02	.00	0.00	13,484.59	0.18
CASH DISCOUNT EARNED	11,263.49CR	0.80	11,645.74CR	0.73	65,891.30CR	0.99	.00	0.00	79,134.04CR	1.04
CASH DISCOUNT PAID	3,431.76	0.24	5,402.46	0.34	18,578.92	0.28	.00	0.00	26,482.66	0.35
LOAN INTEREST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
VEHICLE LEASE PYMT	1,130.85	0.08	1,130.86	0.07	4,523.41	0.07	.00	0.00	3,392.55	0.04
EXPENSES ADMIN.....	57,143.79	4.02	66,019.10	4.16	235,446.72	3.54	.00	0.00	332,588.80	4.38

HARWELL HESCO ELECTRIC SUPPLY
 I N C O M E S T A T E M E N T
 FOR PERIOD 2008 - 04 ** OPEN **

	CURRENT ACTUAL	% OF SALES	LAST MO. ACTUAL	% OF SALES	CUMULATIVE ACTUAL	% OF SALES	CUMULATIVE BUDGET	% OF SALES	CUMULATIVE PRIOR YEAR	% OF SALES
EXPENSES	329,940.11	** 23.29 **	325,333.48	** 20.48 **	1,319,499.98	** 19.85 **	.00	** 0.00 **	1,744,238.02	** 22.89 **
TAX EXPENSE	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TAX INTEREST	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TAX INCOME	.00	0.00	.00	0.00	.00	0.00	.00	0.00	.00	0.00
TAX EXPENSE .....	.00	* 0.00 *	.00	* 0.00 *	.00	* 0.00 *	.00	* 0.00 *	.00	* 0.00 *
TAX EXPENSE .....	.00	** 0.00 **	.00	** 0.00 **	.00	** 0.00 **	.00	** 0.00 **	.00	** 0.00 **
NET INCOME	15,406.35	*** 1.07 ***	31,608.06CR	*** 2.00 ***	57,674.12CR	*** 0.89 ***	.00	*** 0.00 ***	58,621.59	*** 0.71***

Harwell Hesco Electric			
Balance Sheet			
Dec-08			
Assets			
Current			
	Receivables	\$	3,974,639
	Inventory	\$	5,771,824
	Prepaid and Deposits	\$	288,695
		\$	10,015,258
	Marketable Securities	\$	21,488
	Property & Eopt	\$	183,907
		\$	10,200,663
Liabilities			
Current			
	Bank Indebtedness	\$	4,284,405
	Payables and Accruals	\$	2,892,903
	Payable to company under common control	\$	452,431
	Payable to related Parties	\$	1,509,623
		\$	9,118,362
Shareholder Equity			
	Capital Stock	\$	1
	Contributed Surplus	\$	613,587
	Retained earnings	\$	410,039
	Current Earnings	\$	57,674
		\$	1,081,301
		\$	10,200,663

Appendix D - Aged Accounts Receivable

HARWELL HESCO ELECTRIC SUPPLY CO. LIMITED
 AR AGED TRIAL BALANCE - SUMMARY
 AS OF DATE ENDING 03/03/09

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
1	BURLINGTON TECHNOLOGIES INC.	1,089.35	197.77	891.58			
23375	BEL ELECTRIC	480.00					480.00
33944	MSC CONTROL DESIGNS INC.	41.60			41.60		
79318	ADVANCE ELECTRIC (BENNETT HC)	42,213.91					42,213.91
100022	ANGELO'S ELECTRIC LTD.	186.49				186.49	
100069	AQUA CONTROLS INC.	(441.00)	(1,507.38)	1,066.38			
100095	TIFFANY GATE FOODS INC.	14,853.75		5,967.59	8,476.48	409.68	
100125	DOMINION REGALIA LTD.	292.43			292.43		
100157	BOMBARDIER (MASTERCARD)	32,002.98	15,573.43	14,954.16	1,475.39		
100216	SPECTRUM MANUFACTURING INC.	49.01		49.01			
100228	CANADIAN BEARINGS LTD.	3,020.60				95.27	2,925.33
100231	COMMERCIAL SPRING&TOOL CO. LTD	1,747.61			47.10		1,700.51
100235	CLARKE ELECTRIC(MAIN ACCT.)	28,447.45	1,119.61	8,381.60		18,946.24	
100236	COCA-COLA BOTTLING BRAMPTON	1,114.82			256.98		857.84
100269	PROCO MACHINERY INC.	1,228.55	75.57	458.70	694.28		
100307	DOIDGE CONTROLS&AUTOMATION	399.08	60.06	339.02			
100311	SYSTM ELEC.&COMM.SERV INC(DAY-	299.45			299.45		
100367	ELECTRICAL WISE LTD. (C)	550.29			177.41	252.93	119.95
100375	EAST METAL PRODUCTS LTD.	123.64	123.64				
100378	ALMAG(MAIN)	1,441.22	1,235.42	205.80			
100389	CAPPOLA FOOD INC.	451.76	451.76				
100415	ACCEL ELECTRIC(PEEL POLICE)	3,193.38		3,193.38			
100425	ACCEL ELECTRICAL CONTRACTORS	2,414.76		2,414.76			
100429	F-H WELDING MACHINES LTD.	807.11	28.35	778.76			
100451	ACCEL ELECTRICAL CONTRACTORS	196.62		196.62			
100457	FTI INTERNATIONAL GROUP INC.	1,948.77					1,948.77
100474	FTI INTERNATIONAL GROUP INC.	79,269.74					79,269.74
100476	FTI INT'L GROUP (ACTIVE ACCNT)	53,654.66			22,747.63	24,357.73	6,549.30
100548	HEPBURN ENGINEERING INC.	317.25	57.46		(762.30)	1,090.32	(68.23)
100550	HONEYWELL LIMITED	130,006.59			25,170.00	45,331.52	59,505.07
100587	THE TORONTO STAR NEWSPAPERS	346.70		219.91			126.79
100590	LIBERTY MARKET BLDS.	1,929.47		1,929.47			
100609	INDELEC AUTOMATION INC.	515.96		515.96			
100639	JACOBS & THOMPSON INC.	10,982.74	7,556.09	2,711.60	715.05		
100730	AGORA MFG.	245.79		245.79			
100749	AINSWORTH(MASTERCARD)	404.59		161.31	66.72	176.56	
100771	MANULIFE FINANCIAL	101.57					101.57

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
100786	MRO	29,637.02			(2,167.35)		31,804.37
100792	EYEMAC CONTRACTING	1,449.69					1,449.69
100796	MRO MAINTENENCE & REPAIR	65,361.24	7,354.55	9,980.48	4,451.95	27,365.44	16,208.82
100801	AGROPUT(DIV.OF NATREL)	289.80	289.11		0.69		
100829	NOBLE TRADE 4361814 CANADA INC	820.33	169.01	372.46	30.74	73.71	174.41
100879	GARLAND COMMERCIAL RANGES LTD	1,179.43	143.33	1,036.10			
100900	OUTOTEC CANADA LIMITED	1,632.92	317.21	1,359.75		(44.04)	
100913	MOTION CANADA/BGS	49.77	49.77				
100951	UNIVERSAL DRUM RECON. CO.	134.44				61.31	73.13
100994	PRO-LINE AUTOMATION SYTEMS LTD	4,071.03	245.34	2,314.70	127.75	368.03	1,015.21
101025	KARMA CANDY INC.	2,282.89	195.22	1,383.62	396.42	34.50	273.13
101111	RYANTRONICS CORP.	5,548.20		5,548.20			
101119	ROSETOWN CENTRAL REFRIGERATION	34.15		34.15			
101123	ROLLSTAMP	214.40		214.40			
101125	RYDER INTEGRATED LOGISTICS	3.67		3.67			
101174	KEVRIC ONTARIO REAL ESTATE	6,827.23		6,656.17	171.06		
101214	STERNER AUTOMATION	290.69					290.69
101219	SAMUEL STRAPPING SYSTEMS	888.48	98.54	78.19		711.75	
101270	AMCAN CASTINGS LIMITED	197.96					197.96
101311	AMHIL ENTERPRISES LTD	434.28	434.28				
101356	THE DRAKE HOTEL	1,726.40	249.73	626.06		776.03	74.58
101370	LAKEPORT BREWING CORPORATION	623.15					623.15
101442	HALTON INDOOR CLIMATE SYS LTD	118.30		118.30			
101447	VIPOND SYSTEMS GROUP-A DIV. OF	747.30	10.50	736.80			
101462	WESTON BAKERIES LTD.	(77.96)	(77.96)				
101473	WESTON VALVE & FITTING LTD.	53.10	53.10				
101644	INTERBASE CONSULTANTS LIMITED	59,866.82					59,866.82
101680	ARTEX PRECAST LTD.	515.75		515.75			
101690	ART GALLERY OF ONT.	32.77					32.77
101710	ARVIN AIR SYSTEMS LIMITED	176.14	176.14				
101720	ARVIN OF CANADA,	67,268.95					67,268.95
101730	ARZON LTD.	(46.37)	(46.37)				
101784	TARAS ELECT. (DUFF/STCLAIR LIB	25,164.54		223.18		19,084.57	5,856.79
101808	L WAVE ELECTRIC LTD	8,946.21		8,946.21			
101882	ATLANTIC LIFTS LTD.	7,568.40		7,568.40			
101941	ATLAS POLAR COMPANY LTD.	8,666.00	3,504.22	5,113.58		48.20	
102200	ALPHAGARY CANADA LTD.	215.04			215.04		
102201	SPEED PARKS	1,251.43			592.87		658.56
102337	STEAM WHISTLE BREWING INC	8,919.72					8,919.72
102763	ARMD SOLUTIONS	194.45	194.45				
103333	SUMMIT ELECTRIC PRODUCTS LTD	33.90		33.90			
103988	MANITEX LIFTKING ULC	1,055.65	129.47				926.18

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
104076	GREENWIN PROPERTY MANAGEMENT	917.15			917.15		
105090	MAPLERIDGE COM. MGT.LTD.	295.39					
105669	VLR FOOD CORP	184.34					295.39
105800	PELMOREX MEDIA-WEATHER NETWORK	50.63		184.34			
106060	EUROPEAN QUALITY MEATS	294.00	294.00	50.63			
106223	OZZ ELECTRIC INC.	5,908.81					
106765	MCVEY ELECTRICAL	792.62	710.21				5,908.81
107017	GEORGIAN PROPERTIES CORP.	2,812.02					82.41
109158	EX-LL CUSTOM WELDING & FAB.	1,873.20				59.78	2,752.24
110050	B.C. ELECTRIC (DAY-DAY) (C)	79.07			1,873.20		
110121	B&B ELECTRICAL(DAY TO DAY) C	1,508.14	106.05	29.89			79.07
110147	B.S.B. MANUFACTURING LIMITED	127.89		127.89	1,372.20		
110201	BALL PACKAGING PRODUCTS	163.80	163.80				
110330	BARLOW PACKAGING PLUS	63.00		63.00			
110370	BARRY METAL PRODUCTS LTD.	26.08		26.08			
110380	BARTEK INGREDIENTS INC.	1,109.20	294.42	814.78			
110410	BARTONAIR FABRICATIONS INC.	657.01	75.60	581.41			
110420	BARTON ALLOY LIMITED	74.81	28.08	46.73			
110430	BARTON AUTO PARTS LTD.	108.94		108.94			
110445	BOSCH REXROTH CANADA CORP.	4,583.67	538.22	1,038.45	286.14	2,141.35	579.51
110570	BAXTER VERTICUT INC.	3,005.89	404.96	1,005.47	1,128.71	466.75	
111012	BERNARD ATHLETIC KNIT	63.00	63.00				
111101	BLACK&MCDONALD LIMITED (SWO)	169.50					169.50
111230	HOOD PACKAGING CORPORATION	2,406.81	527.14	1,879.67			
111290	BOOTH CENTENNIAL HEALTHCARE	4.52		4.52			
111633	CARBO TECH ENVIRONMENTAL GROUP	182.70			182.70		
111711	BRITANNIA CLEANERS	447.61	261.49	186.12			
120121	C.I.F. FURNITURE LTD.	1,330.56		1,330.56			
120490	CAMPBELL COMPANY OF CANADA	590.00					590.00
120568	CANADA BREAD(MASTERCARD P.CARD	772.51		772.51			
120570	CANADA BUILDING MATERIALS	173.86					173.86
120574	CANADA BREAD FROZEN BAKERY LTD	2,069.55		1,838.55			231.00
120582	CANADA DYNAMIC INC.	6,721.09	398.01	747.50	2,896.10	2,679.48	
120589	NITTA GELATIN CANADA,INC.	2,578.78	1,257.81	570.95	98.70	399.32	252.00
120590	CANADA ELECTRIC DIV OF KINGS-	1,172.17		1,085.20			86.97
120700	CANADA'S WONDERLAND COMPANY	1,448.36	1,448.36				
120800	CANADIAN CURTIS REFRIGERATION	16.72	16.72				
120901	CANADIAN LINEN SUPPLY CO. LTD.	27.46		27.46			
120911	AIR LIQUIDE CANADA INC.	655.10					655.10
121205	CTEC CONTROLS CORPORATION (C)	18,210.04	1,040.07	15,658.35	1,300.55	97.17	113.90
121342	CARLOS ELECTRIC(MAIN ACCT.)	9,578.36		2,739.12	891.01		5,948.23
121719	BAFFIN INC.	283.65	33.80	249.85			

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
121890	KRAFT GLOBAL INC.	4,739.97	730.48	3,353.50	(28.62)	155.96	528.65
121951	CIMCO-REFRIGERATION	28.88			(417.58)	446.46	
122060	CITY OF HAMILTON	49.19				49.19	
122090	CITY OF TORONTO (PARKS&RECRE.)	911.43					911.43
122290	COCA-COLA BOTTLING	4,281.59	1,048.32	643.27	57.12		2,532.88
122540	COMPOWER SYSTEMS INC.	22,637.41	1,349.90	2,711.55	11,701.34	2,310.00	4,564.62
122547	COMENCO SYSTEMS INC.	20,504.76		1,667.66		18,837.10	
122851	INDUSTRIAL AUTOMATION	23,851.19	208.27	8,982.87	8,908.23	5,633.65	118.17
123000	CORMA INC.	8,906.25	2,682.15	6,224.10			
123180	COURT VALVE COMPANY INC.	1,214.33				517.13	697.20
123259	CROWN METAL PKG CANADA LP	142.61		142.61			
123380	CUSTOM CONTROL PANELS INC.	1,671.81	1,787.11	14.96		(130.26)	
130005	DESIGN & INTEGRATION INC.	674.10					674.10
130020	D.C. CHROME	281.63	281.63				
130102	PETRINA ELECT -WALKER MEWS	2,565.10	2,565.10				
130150	FIBERFIL ENGINEERED PLATICS	1,634.28	122.85	614.25	604.45	292.73	
130290	DANILUK ELECTRIC LIMITED (C)	(739.03)	(739.03)				
130361	DASCAN IND. CONTROLS	6,206.92					6,206.92
130560	DECOR PRECAST CO. LIMITED	742.28	742.28				
130602	BOMBARDIER AEROSPACE	(1,793.98)	(1,793.98)				
130615	ULTRON LIFT CORP.	(706.18)	(706.18)				
130640	GRAHAM MACHINE SALES&SERV. INC	304.48					304.48
130771	DENNINGERS FOODS OF THE WORLD	(16.45)	(16.45)				
130884	WEB OFFSET PUBLICATIONS	43.58		43.58			
131122	DA ROCHA CONTROLS LTD.	405.10	405.10				
131180	DOMINION POWER PRESS LIMITED	10,541.72					10,541.72
131299	DOUG PETERS CONTRACTING (C)	36.16	36.16				
131310	DONLEE PRECISION	73.82		73.82			
132109	STILES COMMUNICATIONS INC.	2,140.50					2,140.50
140031	ELECTROWIND/EIFCO	(74.55)	(74.55)				
140050	E.D. SMITH & SON LTD.	1,640.31				1,640.31	
140070	KODARIN INDUSTRIES LIMITED	30.98	30.98				
140272	E-BAY	725.00			725.00		
140460	SANDVIK MINING & CONSTRUCTION	2,408.62	2,014.86	393.76			
140490	ELECTRAULIC SYSTEMS LTD	472.50		472.50			
140583	ELEVATOR COMPONENTS INDUSTRIES	1,134.00	1,134.00				
140584	ELEVATOR CONTROLS CANADA INC	1,101.01	626.55	474.46			
140610	TECHELECTRIC AUTOMATION INC(C)	108.95	108.95				
150045	FRS INSTRUMENTATION&CONTROLS	431.00	152.75	278.25			
150120	FABRIS INC	325.50	325.50				
150240	FUJITEC CANADA, INC.	1,254.30		1,254.30			
150380	FINPAK LIMITED	54.34		54.34			

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
150385	FLEMING ELECTRICAL SERVICES(C)	2,587.51		14.89	140.87	1,173.80	1,257.95
150576	FORETECH ELECTRIC	527.98	65.55		352.56		109.87
150662	FRED GIESSLER ELEC.(DAY TO DAY	39,500.80	13,288.07	21,268.13	944.12	4,000.48	
150772	FUEL APPLICATIONS	99.70	99.70				
160170	ARVINMERITOR CANADA	83.05	(137.80)				220.85
160320	GENBRO ELECTRIC (C)	265.11	39.96			225.15	
160479	OXYVINYLS CANADA INC.(BILLING)	3,872.40	3,219.30	653.10			
160683	PLIANT CORPORATION	2,125.76	216.31	952.62	926.80		30.03
160694	GUILD ELECTRIC	1,619.08					1,619.08
160720	FERRAZ SHAWMUT CANADA INC.	2,962.35	283.25	1,601.95	595.30	481.85	
160830	GREAT LAKES COMB. LIMITED	21.08	22.18	83.05			(84.15)
160850	GRECO BROS. MFG CO. LTD.	28.88	28.88				
160985	GUILD ELECTRIC**(MAIN ACCT)**	45,391.28	8,056.06	21,259.86	1,725.00	3,928.44	10,421.92
163110	UNIVERSAL DRUM RECON. CO.	3,975.87	764.81		1,430.75	423.71	1,356.60
165711	NATIONAL RUBBER TECHNOLOGIES	5,244.75	850.50	4,394.25			
170080	H. KASSFELDT & ASSOCIATES LTD	73.11	73.11				
170260	HAMILTON BOILER WORKS	65.49	65.49				
170270	HAMILTON HEALTH(CIVIC HOSPITAL	2,346.62	537.88	390.87		804.91	612.96
170320	HAMILTON PAPER BOX CO. LIMITED	371.78	352.56		19.22		
170360	HAMILTON INDUSTRIAL CRANE SERV	2,846.69	577.57	1,925.65	343.47		
170430	HANDLING SPEC. MFG. LTD.	3,232.02	724.21	1,668.39			839.42
170450	HANSEN TECHNICAL SERV. INC.(C)	1,076.51	201.03	875.48			
170550	HARRIS REBAR INCORPORATED	168.50	168.50				
170710	COMPACT MOULD LTD	516.39		516.39			
171319	HYCOTEC INCORPORATED	372.86		372.86			
180581	I.R.S.TRUCK&TRAILER REPAIR INC	323.07	225.55	34.13	0.36		63.03
180626	INTER-NET SPECIALTY PROD. INC.	696.78	135.09				561.69
180665	INVICTA TECHNOLOGIES INC.	3,223.99		2,778.12	342.97	102.90	
180690	SATCON POWER SYSTMS CANADA LTD	3,970.97	83.87	3,328.09	559.01		
190065	J.H. RYDER MACHINE LIMITED	70.88		70.88			
190130	ALLWORTH ELECTRIC CORP.	50,393.24	524.35	9,205.14	9,639.91	20,122.75	10,901.09
190430	JERVIS B WEBB CO OF CANADA LTD	139.04	26.97	112.07			
190465	WOODBIDGE FOAM CORPORATION	1,353.18		411.08	942.10		
190479	WELL PRODUCTS LTD.	2,528.23		2,528.23			
190506	MS ELECTRIC COMPANY LTD. (C)	156.85		156.85			
190507	PPK COMMERCIAL HOLDINGS INC	80.51	80.51				
190510	MAPLE RIDGE (PCC 439)	529.07	(186.45)			529.07	186.45
190650	JOHNSEN MACHINE CO. LTD.	275.10		275.10			
190729	JANES FAMILY FOODS LTD.	1,358.92	1,212.44				146.48
191987	STACKPOLE LTD.	221.03					221.03
200004	DAVID LOPINSKI ELECTRIC LTD(C)	2,993.40	133.37				2,860.03
200005	AUTOMATED PRODUCTION MACHINERY	36.63		36.63			

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
200024	ADVENTEC MANUFACTURING INC.	298.20	298.20				
200039	HAMILTON HEALTH(CHEDOKE)	866.66		43.51	823.15		
200059	EAST HAM. AUTO SALES(COD ONLY)	88.99					88.99
200095	DAFOE ELECTRICAL (1995) INC.	10,880.39	130.24	268.96	10,481.19		
200170	PATTER-MANN MACHINING & FAB.	4,245.36					4,245.36
200301	DIAMOND CANAPOWER DIVISION OF	8.27				8.27	
200304	BUCI ELECTRICAL	605.65					605.65
200309	THYSSENKRUPP ELEVATOR	115.50	115.50				
200330	KEELE IND. TRUCK PARTS LTD.	93.61		93.61			
200338	E.M. PRECISE TOOL LTD	27.28	27.28				
200339	GARRETT CONSTRUCTION LTD.	4,660.12				4,660.12	
200355	DRESSOR CRANE & HOIST LTD.	3,150.32			2,436.22	714.10	
200368	EM-COR ELECTRIC	314.45		314.45			
200370	EM-COR ELECTRIC(KEG)	23,975.26		23,975.26			
200389	PRECISION SURFACE TECH. INC.	251.54		43.11			208.43
200393	CRANE SERVICE SYSTEMS INC.	9,556.49	4,737.97	4,818.52			
200420	ELIZABETH INTERIOR	763.88					763.88
200442	IMAGERY INTERIOR DESIGN	(232.05)					(232.05)
200447	VENETOR EQUIPMENT RENTAL INC.	35.24	19.66		15.58		
200454	TEKNION CANADA LTD.	2,318.39	772.87	811.30	607.43	126.79	
200489	GYPSUM TECHNOLOGIES INC.	6,820.58	758.58	6,062.00			
200544	HEDDLE MARINE SERVICE INC.	340.18	340.18				
200566	COPPER ELECTRIC	1,229.35	640.34	589.01			
200570	KESTER ELECTRIC	2,125.38		350.60	1,774.78		
200575	JNE AUTOMATION LIMITED	1,286.36	1,286.36				
200631	JL METALS INC.	1,495.57			9.30	833.58	652.69
200634	JAY-MAR CONSTRUCTION (C)	50.56					50.56
200637	JAMES DEBOER CONTRACTING	252.97		252.97			
200639	JAYNE INDUSTRIES INC.	863.20		863.20			
200698	ALLIED INNOVATIONS INC	706.61		531.75		174.86	
200702	L P CUSTOM MACHINING LTD	1,946.27	1,098.08	848.19			
200738	LOGIHEDRON INC.	63.57					63.57
200767	CANTWELL CULLEN & COMPANY	771.96		771.96			
200778	KONE CRANE PRO PARTS	197.67	112.41	85.26			
200780	KONTEK ECOLOGY SYSTEMS INC	400.96	186.90	186.90			27.16
200830	KRETSCHMAR INC.	189.00				189.00	
200852	LAKE FOUNDRY LIMITED	512.84	157.19	355.65			
200853	COSMOS PATTERN CO. LTD.	303.50		240.98			62.52
200879	ONTOR LIMITED	631.74	631.74				
200901	COMPLETE PLANT MAINTENANCE	872.13					872.13
200971	PETSCHER CONST.LTD O/A "PETCON"	(371.97)				(319.47)	(52.50)
201108	J T FABRICATION	78.75		78.75			

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
201209	ST.JOSEPH'S HOSPITAL	2,667.85		1,934.79	733.06		
201210	COH LARCO INC-SERTECH DIVISION	6,311.54		2,224.16	2,249.76	1,861.45	(23.83)
201216	STANDARD MACHINE & MFG.	35.70	35.70				
201318	TOTAL ELECTRIC SUPPLY LTD.	206.85			206.85		
201431	VQUIP INC.	64.52	64.52				
201690	NIASKOKA INDUSTRIAL SOLUTIONS	3,244.66	358.63	2,886.03			
202603	C.F.F. STAINLESS STEELS INC.	41.08	41.08				
204040	FOX 40 INTERNATIONAL INC.	38,841.26				38,841.26	
204150	CAMBRIDGE HOMES INC.	3,250.67		3,250.67			
204378	MADDALENA CONTRACTING	242.30					242.30
204489	CADBURY (EWEN) ADAMS CANADA	3,832.29					3,832.29
204757	EMCOR-BOSTON PIZZA-HAMILTON	6,256.71		6,256.71			
204822	MAR-TOD CUSTOM BUILT HOMES INC	298.80		298.80			
204891	R.A.S SYSTEMS &	193.46		193.46			
205664	APT DESIGN INC	164.85					164.85
205730	ELECTECH SYSTEMS	9,220.80		9,220.80			
206354	PRESTIGE ELECTRICAL SERVICES	178.10			32.61		145.49
206656	HOME COUTURE INTERIORS	153.72					153.72
206869	EM-COR ELECTRIC INC.	3,175.01	1,696.09	646.18	779.29	53.45	
207111	MARTECH IND. INC.	34.41			34.41		
208998	PRECISION DESIGN BUILD &	218.11	66.68				151.43
209700	ENWISE POWER SOLUTIONS INC.	311.63		311.63			
210031	LECTRIC LEE LIMITED (C)	20.84	20.84				
210330	COH LARCO INC.	37,196.93	326.46	2,341.57	15,388.78	17,276.26	1,863.86
210425	ALCAN PACKAGING CANADA LTD.	392.86					392.86
210481	LEE-MUR ELEC. LTD.(DAY-DAY) C	2,649.41		1,361.65	1,188.20		99.56
210675	LITENS AUTOMOTIVE	(1,964.94)		54.83	1,372.99	(3,392.76)	
210750	LOSANI HOMES LIMITED (C)	98.65			62.72	35.93	
210805	LYNN MANAGEMENT	42.34	42.34				
221730	CHARLES JONES INDUSTRIAL LTD.	202.65	202.65				
230100	MSA CANADA	202.20					202.20
230115	FAIRWAY CONTRACTING. (C)	6,835.75					6,835.75
230121	MVA ELECTRIC LTD.(C)	404.57	404.57				
230284	MAPLE LEAF BACON	413.90		290.38	123.52		
230290	MAPLE LEAF FRESH FOODS	7,273.79	1,211.71	3,625.48	697.23	216.70	1,522.67
230305	MOTOR TECHNOLOGIES GROUP	1,146.40	504.00	642.40			
230320	MARCH ELEVATORS	63.79	63.79				
230415	MARSHALL TRUCK & TRAILER	102.90		102.90			
230421	THE MEAT FACTORY LTD.	1,421.06	107.82	1,313.24			
230620	METCALFE ELECTRIC	189.53	189.53				
230635	METFORM INTERNATIONAL LTD	344.14		344.14			
230641	METRICAN MFG COMPANY INC.	82.95				82.95	

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
231010	MOLONEY ELECTRIC CORP.	1,347.29					1,347.29
231029	MOLINARO'S FINE ITALIAN FOODS	912.30		912.30			
231160	MULTIMATIC MFG.	468.29			440.24	28.05	
231175	MUNCK CRANES INC.	143,914.35	168.26	80.87	805.35	693.17	142,166.70
240127	KRAFT CANADA INC.	1,995.15					1,995.15
240135	NATIONAL STEEL CAR	11,727.76	2,050.83	9,127.81			549.12
240239	CLUB COFFEE	523.24		523.24			
240410	THYSSENKRUPP ELEVATOR	431.35	318.66			112.69	
240470	NOVA ANALYTICAL SYSTEMS INC.	656.61	248.85	407.76			
240485	NOVACRO MACHINING INC.	2,463.69		2,463.69			
250020	O'HARA TECHNOLOGIES INC.	2,646.52		1,323.26	1,323.26		
250030	OAKRUN FARM BAKERY LTD.	169.57	88.99	80.58			
250031	O'BRIEN INSTALLATIONS LTD.	11,700.79	(306.19)	12,006.98			
250032	OLIVIERI FOODS LIMITED	649.79	(39.17)	75.29	91.67		522.00
250395	ORLICK INDUSTRIES LTD.	2,722.55		2,607.06			115.49
250482	ONTARIO PLACE CORPORATION	200.46		200.46			
250610	ORLIC ELECTRIC LIMITED (C)	242.37					242.37
250754	OTIS CANADA INC.	193.28					193.28
250840	KAVERIT CRANES & SERVICE ULC.	1,311.59	294.97	44.11	972.51		
250845	KAVERIT CRANES & SERVICE	411.51		411.51			
260115	PALING HEAVY TRANSPORT	192.15		192.15			
260165	PARTNERS MACHINE SHOP	132.79	66.95	65.84			
260190	PAUL WOLF LIGHTING	9,944.06	17.01	6,997.08	1,088.00	1,841.97	
260191	PCL CONSTRUCTION RESOURCES INC	2,660.75	2,660.75				
260455	PHANTOM IND.	190.52		190.52			
260561	PLAZA ELECTRIC (DAY TO DAY)C	733.80					733.80
260711	POLYWHEELS MANUFACTURING LTD.	128.94					128.94
260915	PRO-CRANE HOIST REPAIRS	1,376.54	61.43	1,315.11			
260946	PRO-SPEC INCORPORATED	314.38		246.13	68.25		
260965	PROCO MACHINERY INC.(ORG INV)	268.65			37.01	231.64	
261057	PRO WELDER SERVICE	941.77					941.77
261085	PURITY ZINC METALS	1,006.52	27.62	469.20		509.70	
270010	Q-AIR ENVIRONM.(DIV.OF A.C.I.)	109.65	36.03				73.62
270080	QUALITY MEAT PACKERS	21,146.10	823.16	13,856.82	4,472.21	1,993.91	
270810	EMCOR ELECT(REGENCY CLUB)	16,737.56	142.38	16,595.18			
280130	R.W. HOIST REPAIRS LTD.	1,260.35	891.06	369.29			
280137	RACOL CONTROLS	80.85	80.85				
280205	RAYLAN ELECTRICAL SYSTEMS (C)	280.81		280.81			
280270	REGIONAL DIE CASTING LIMITED	711.98			711.98		
280321	R.I.C.H.E.S. LTD.	709.59		709.59			
280392	RIGHTWAY CRANE & MFG. LTD.	509.25		509.25			
280510	ROBERT CORSON ELECTRIC (C)	104.13	44.80	59.33			

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
280635	ROMAR ELECTRICAL (C)	15.88	15.88				
280761	NESTLE CA.INC.(MAIL SORT #1)	4,342.93	91.05	1,493.78	521.07	344.04	1,892.99
280879	S.A. CONTROLS CO. LTD.	6,947.72	448.25	1,373.46	5,070.36	55.65	
290016	S.A. ARMSTRONG LIMITED	6,959.40	4,875.15	2,084.25			
290029	SPRING AIR SYSTEMS INC.	30,411.30	23,708.68	6,111.00		591.62	
290033	STEELCASE CANADA LTD	5,284.87		2,533.30			2,751.57
290035	SWINGSTAGE,A DIV.OF TRACTEL(C)	4,546.21	277.80	4,205.82			62.59
290057	SILVERSTEIN'S BAKERY LTD.	59.80					59.80
290144	STAN-CANADA MACHINERY	747.19		101.33	378.16	267.70	
290200	SAMCO MACHINERY LTD.	357.84	258.25	99.59			
290206	SAMUEL PLATE SALES	738.99		197.80		49.82	491.37
290237	MOTHER PARKER'S	3,735.04	57.23	1,871.26	1,806.55		
290526	UNITED RENTALS OF CANADA INC.	129.26	68.88	60.38			
290730	SIEMENS ELECTRIC LIMITED	802.29			242.90	280.72	278.67
290799	BCL MAGNETICS	63.53		63.53			
290923	SMART CHOICE ELECTRICAL	6,380.20	654.54			3,768.20	1,957.46
290950	SONATEX CANADA INC.	135.24		135.24			
291307	LAKESIDE STEEL CORP.	2,669.94	(170.94)	2,803.09	37.79		
291680	TARAS ELEC.(DAY TO DAY) C	14,923.18					14,923.18
291701	TOP LIFT ENTERPRISES INC.	322.00		47.19			274.81
300004	TOR. DISTRICT SCHOOL BOARD(WO)	8,773.58	275.76	64.33		448.54	7,984.95
300006	TRADE ELECTRIC DIVISION OF	310.39	12.11			193.28	105.00
300015	TORCAD LTD.	466.09			466.09		
300025	TREMCO LIMITED	8,247.19	86.27	4,110.22	4,050.70		
300034	TESLA ELECTRIC CONST. LTD. (C)	292.67					292.67
300035	TRANE TORONTO DIV. WABCO	141.22					141.22
300077	ALPHA MARATHON TECH. INC.	1,170.50		1,170.50			
300089	AMERACE DIV. THOMAS & BETTS	57.52			57.52		
300090	TAALMAN ENGINEERING PRODUCTS	214.31	214.31				
300096	A-1 SERVICE GROUP(ORG INVS)	231.09		211.76			19.33
300130	TAYLOR DIESEL	20.17	13.04				7.13
300150	TAYLOR STEEL INC.	82.12	24.89	57.23			
300156	ADVANCE ELECTRIC COMPANY	2,001.23			1,808.00		193.23
300163	ADVANCE ELECTRIC(BETH)	23,956.00					23,956.00
300255	TEME ENGINEERING LTD.	3,217.49					3,217.49
300256	TEME REBAR CONCEPTS LTD.	55.37	55.37				
300311	DOMINION MACH.TOOLS	55.91	55.91				
300355	THERMAL CERAMICS	430.86	252.69	178.17			
300362	THERMOGENICS INC.	450.45					450.45
300369	EHV POWER CORPORATION	3,451.88		3,451.88			
300431	FORETECH ELECTRIC INC.(C)	2,517.53		1,964.34			553.19
300432	FORETECH ELECTRIC INC	8,332.52		3,280.96	3,644.70		1,406.86

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
400222	CLARK MACHINE INC.	71.56			71.56		
400231	CORPORATION, CITY OF	55.09	55.09				
400303	DAVID KAUPP ELECTRIC (C)	533.32	533.32				
400307	GRAHAM LIGHTING	2,942.57	418.87	1,483.13	1,040.57		
400316	GESCO - GT ELECTRIC LTD.	33,738.59					33,738.59
400317	DOALL NIAGARA	530.80	37.65	272.38	34.53	186.24	
400330	HASTEC ENGINEERING	915.81			915.81		
400421	FARR LUMBER LTD.	365.93				365.93	
400423	FLAGRO INDUSTRIES LTD.	80.01	13.86	66.15			
400502	J.T.L. MACHINE LIMITED	519.75			519.75		
400553	LITE BROTHERS LIMITED	308.49	308.49				
400554	LONGFELLOW ELECTRIC (C)	2,289.87		258.21		2,031.66	
400560	KRAUN ELECTRIC (DAY TO DAY)	6,388.21		1,921.57	3,802.23	664.41	
400562	KRAUN ELECTRIC SERVICES LTD	33.79					33.79
400697	LINETECH DESIGN & MFG. LTD.	(306.55)	(306.55)				
400789	CYBER SERVICES	260.35					260.35
400790	CYBER SERVICES(FIREHALL)	12,670.49					12,670.49
400810	PENN REFRIGERATION LIMITED (C)	129.89		129.89			
400812	PINTY'S DELICIOUS FOODS INC.	159.22	65.10				94.12
400822	NIAGARA ENERGY PRODUCTS	568.69	340.31	228.38			
400829	NIAGARA COLLEGE/	(2,245.64)	(2,245.64)				
400908	PRIME ELECTRIC (DAY-DAY) C	711.90				711.90	
400910	PRIME ELECTRIC (LOOKOUT RIDGE)	(570.25)		(570.25)			
400957	SAM VISCA ELECTRIC (C)	10,144.01	219.95	9,147.92	503.53		272.61
401119	ROYAL CANADIAN LEGION BR.# 124	(58.43)	(58.43)				
401133	FAIRWAY ELECT(BODY COTE)	42,940.00		42,940.00			
401155	VENEST INDUSTRIES	170.10	170.10				
401165	WASHINGTON MILLS ELECTRO	52.73	52.73				
401301	THOROLD LUMBER (496068 ONTARIO	53.08	53.08				
401308	THB ELECTRIC	10,528.64					10,528.64
401449	MIKE MUSSAT	1,742.76					1,742.76
401461	WEST 49/RETAIL DIMENSIONS INC.	123.74					123.74
402193	E.S. FOX OPG DARLINGTON	2,131.27					2,131.27
402194	E.S. FOX ST LAWRENCE	3,226.91					3,226.91
402261	SPEAR ELECTRICAL SERVICES INC.	4,898.95	968.45		588.04	3,342.46	
402307	HYDRAMECH	157.19		157.19			
403647	PORT COLBORNE QUARRIES INC.	118.86		118.86			
404683	UPPER CANADA HOTELS HARBOUR	155.09	155.09				
405360	FRED GIESSLER C'DN TIRE)	51,910.63		44,306.74	7,603.89		
405500	STRABAG INC.	4,298.29	259.88	4,038.41			
406331	MORS REFINING SYSTEMS	4,933.22		318.66	288.95	1,932.93	2,392.68
406888	FAIRWAY(MARRITT HALL)	3,087.00				3,087.00	

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
406895	KRAUN:MCMASTER ENGINEERING	265,628.48	128,256.81	2,903.08	134,468.59		
500000	TORONTO COUNTER SALES	1,100.40					1,100.40
500025	CR AC BAL	(17,786.94)	(17,786.94)				
500141	BREAKER TECHNOLOGY LTD.(ASTEC)	4,352.37	1,453.93	2,898.44			
500422	F.K. MACHINERY LIMITED	197.03				197.03	
500482	FLSMIDTH DORR-OLIVER EIMCO LTD	995.78		995.78			
600098	ANTRA ELECTRIC (1998)LTD. (C)	4,035.79	4,035.79				
600109	BURLINGTON TECHNOLOGIES INC.	13,556.75			855.93	4,259.52	8,441.30
600110	BURLINGTON TECH.(CENTENIAL DIV	2,604.96			307.97	923.90	1,373.09
600134	BAY CITY STEEL (N30)	557.37	208.16	195.13	154.08		
600179	BROTHERS&WRIGHT ELE.(DAY-DAY)C	9,664.75		9,574.35			90.40
600201	CANADIAN INSTRUMENTATION CO.	462.42					462.42
600206	ACCRAPLY CANADA INC.	1,055.25		1,055.25			
600226	3 DEES ELECTRICAL & ELECTRONIC	1,881.86	924.00	957.86			
600231	CONTROL SYSTEMS INNOVATORS	210.15		122.79	87.36		
600233	CENTAUR FLOOR MACHINES	160.65					160.65
600247	CLOVER TOOL MFG.LTD.	299.01		30.00			269.01
600277	CCR TECHNOLOGIES INC.	898.66	55.92	842.74			
600291	COBRA FAB INDUSTRIES INC.	3,075.96					3,075.96
600300	PLEXPACK CORP.	283.82		183.02	100.80		
600305	STRONGCO C.M.E.INDUSTRIES LTD.	64.68		64.68			
600384	DEDICATED SYSTEMS	809.84				439.82	370.02
600415	ADVANCED GAS TECHNOLOGIES INC	315.72	28.69	167.38		8.51	111.14
600437	GOWANS REPAIR & SERVICE	64.21					64.21
600479	FANUC ROBOTICS CANADA LTD.	324.45	324.45				
600543	HUNTER AMENITIES	1,582.10		1,582.10			
600590	ZIEGLER ELECTRIC LIMITED	145.79					145.79
600608	INTEGRATED MACHINERY INC.	337.05		179.55	157.50		
600613	GERON ASSOCIATES LTD.	241.50		241.50			
600664	K.M. ELECTRICAL CONTRACTORS	748.98					748.98
600665	AEROWERKS	279.25		279.25			
600669	KORD PRODUCTS LIMITED	187.53		187.53			
600695	MOLDPRO INC. (C)	8,977.13		3,109.68	2,357.05	3,510.40	
600699	LARCO INDUSTRIAL SERVICES LTD.	102.90		102.90			
600789	MACROMOTION HYDRAULICS	1,252.36	54.60	1,182.01	15.75		
600797	MOROSIN CONTROLS INC.	79.16		79.16			
600837	NOVA TUBE ONTARIO INC.	171.57	171.57				
600952	KAVERIT STEEL & CRANE UCL	10,567.20	1,071.00	9,496.20			
600969	LIBERTY AIRPORT SYSTEMS INC.	3,025.05	1,706.96	1,318.09			
600970	CON-CAST PIPE INC.	737.63	227.33	510.30			
601012	MOELLER ELECTRIC INC.	24,822.86	4,144.42	11,987.64	6,059.30	12.55	2,618.95
601060	LESLIE&PALMER ELECTRICAL C.	79.10	79.10				

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
601196	MAAK TECHNOLOGIES GROUP INC.	144.26		89.13			55.13
601246	M.T.I. LIMITED	253.12			253.12		
601255	MAJOR AIR SYSTEMS LTD. (C)	64.75		64.75			
601313	TOTAL ELECTRIC SUPPLY	323.18		323.18			
601406	OCTAGON ELECTRIC LIMITED (C)	32.44	32.44				
601581	ZELUS MATERIAL HANDLING INC.	281.98	155.40	126.58			
601611	KAVERIT CRANES & SERVICE	452.31		452.31			
601646	R BROS ELECTRICAL GROUP INC	40,805.78					40,805.78
601855	SEARS CANADA (VENDOR#742585)	123.10				123.10	
601897	SUNWELL ENGINEERING CO. LTD.	2,268.67		342.86	1,925.81		
601905	TRANE TORONTO	20.97					20.97
603200	SIRRON CONST(BELLERIVERWTP)	7,763.83		7,763.83			
603665	SMURFIT MBI	3,626.33		931.11	769.82	791.36	1,134.04
603737	GLOBEX ENGINEERING CANADA ULC	(13.73)	(13.73)				
604243	TOSHONT POWER PRODUCTS	461.21	175.58	285.63			
604361	BRANT SCREEN CRAFT	986.48	684.60	34.13	94.50		173.25
608121	COMTEK ADVANCED STRUCTURES LTD	48.93		48.93			
700004	ABB INC	4,624.24	4,108.11	270.90	245.23		
700030	MISSISSAUGA COUNTER SALES	1,076.12		755.24	320.88		
700103	BROWN PACKAGING	156.46	156.46				
700202	CAPO INDUSTRIES LIMITED	181.43		145.83			35.60
700206	CYTEC CANADA INC.	651.65		651.65			
700404	MOSUR MACHINE COMPANY LTD	52.10		52.10			
700511	NORJOHN EMULSIONS	22.98					22.98
700541	HEARTH LAND FIREPLACES LTD.	144.28				144.28	
700583	ULTRAFLO SYSTEMS INC.	144.90					144.90
700762	METCOM ELECT (ACURA)	12,777.21			409.01		12,368.20
700871	OLD WORLD STONE LIMITED	345.75	188.06		157.69		
700872	OAKS ELECTRIC (C)	4,081.06					4,081.06
701079	QUORUM GROUP	553.70				553.70	
701089	QUORUM GROUP AMICA WHITBY	29,462.49				29,385.65	76.84
701101	RICK SODER INC (C)	35.54	35.54				
701202	SUMMO STEEL CORPORATION	73.50	73.50				
701303	THOMSON GORDON LIMITED	3,428.05	3,284.20		143.85		
701511	FORTIS ELECTRIC LTD	928.58					928.58
701665	REALHOME INVEST	633.60					633.60
701717	EPCM SUPPLY INC	287.18	287.18				
702871	ATS ENGINEERING INC	112.35	112.35				
703373	VICON ELECTRIC	32,873.11	4,513.42	5,049.12	11,561.57		11,749.00
703963	AIRPORT HARDWARE & LOCKSMITH	562.24		10.62		551.62	
704045	QUORUM(VIMY BARRACKS)	41,678.92			41,678.92		
704523	PCL CONSTRUCTORS	56,362.15	1,251.68	306.92	44,111.22		10,692.33

ACCT	NAME	TOTAL DUE	CURRENT	30 DAYS	60 DAYS	90 DAYS	120 AND OVER
704524	PCL CONSTRUCTORS CANADA	11,019.76		2,522.16	8,497.60		
704890	DAG ELECTRICAL AUTOMATION CONT	1,320.57	718.00	326.94	275.63		
705244	INTEMAC CONTROLS CORP.	3,916.85	1,243.49	2,673.36			
705532	H & H MANUFACTURING LTD	74.58		74.58			
707646	D&V ELECTRONICS	246.80		246.80			
707716	PLATINUM ELEC.CONTRACTORS	149.16					149.16
709317	ADVANCE ELEC. (MAPLE GROVE)	3,464.21					3,464.21
709660	PLAZA ELECTRIC (WYNDHAM)	3,875.35		711.35	3,164.00		
709661	PLAZA(ROGERS YORK MILLS)	71,368.54					71,368.54
709663	PLAZA ELECTRIC(HOUSING)	8,203.00	2,260.00	5,943.00			
-----		-----	-----	-----	-----	-----	-----
	CURRENCY TOTALS	2,836,311.40	298,302.69	662,894.97	495,356.48	350,472.06	1,029,285.20
CURRENC	Y:US - US						
604505	KCI KONECRANES (ACC)	10,764.60	3,263.40		5,908.35		1,592.85
-----		-----	-----	-----	-----	-----	-----
	CURRENCY TOTALS	10,764.60	3,263.40		5,908.35		1,592.85

Appendix E - Inventory Listing

Harwell Hesco Electric Supply Co. Limited
Inventory as at February 27, 2009

Summarized below are the preliminary results of an inventory count conducted by the Company during the week ended February 27, 2009.

These figures have not been audited by the Receiver.

<u>Location</u>	<u>\$Cost</u>	
Toronto	1,692,236	
Hamilton	1,275,719	Note (1)
Markham	779,964	Note (2)
Burlington	420,134	
Mississauga	248,674	Note (1)
St. Catharines	101,375	
	<u>4,518,103</u>	

Notes:

- (1) Preliminary number, to be finalized March 6, 2009.
- (2) The Markham Inventory was not counted as it had previously been boxed and packed on skids prior to transfer to the other branches. The number shown is the value as reflected on the Company's inventory report.

Appendix F - Vehicle Listing

Harwell Hesco Electric Supply Co. Limited
Vehicles owned/leased by the Company

Year	Make	Model	VIN#	Location
2002	BMW	540 4DR	WBADN63472GN87163	Toronto
2003	Chevrolet	3500 DSL EXP Cargo	1GCHG39UX31151450	Hamilton
2004	Chevrolet	3500 DSL EXP Cargo	1GCHG39U441127274	Markham
2004	Chevrolet	3500 DSL EXP Cargo	1GCHG39U341130134	Toronto
1997	Ford	E200/250 Econoline	1FTHE24L3VHA74199	Markham
2000	Ford	E200/250 Econoline	1FTNE24L5YHA36173	Burlington
2006	Ford**	E200/250 Econoline	1FTNE24W56DA16827	Mississauga
2006	Ford	E200/250 Econoline	1FTNE24W66HA09510	Toronto
2000	GMC	Savana 3500 DSL	1GTHG39F8Y1104653	St. Catherine's
2002	GMC	W550	J8DE5B14627900642	Toronto

** leased

Exhibit A: OFFER Form

Offer Form

Harwell Hesco Electric Supply Co. Limited

To: Deloitte & Touche Inc. solely in its capacity as
 Interim Receiver and Receiver of
 Harwell Hesco Electric Supply Co. Limited
 and not in its personal capacity
 1 Concorde Gate
 Suite 200
 North York, Ontario M3C 4G4
 Attention: Brenda Wong

1. _____
 (Name of Party issuing Proposal)

2. _____
 (Address of Party)

3. _____

4. _____
 (Person to be contacted) (Fax number or Email)

5. The amount offered for each Parcel is as follows:

<u>Description</u>	<u>Amount Offered</u>
Accounts Receivable	\$ _____
Inventory – Toronto	\$ _____
Inventory – Mississauga	\$ _____
Inventory – Burlington	\$ _____
Inventory – Hamilton	\$ _____
Inventory – St Catharines	\$ _____
Inventory – Markham	\$ _____
Other Assets – Toronto	\$ _____
Other Assets – Mississauga	\$ _____
Other Assets – Burlington	\$ _____

Other Assets – Hamilton \$ _____

Other Assets – St Catharines \$ _____

Other Assets - Markham \$ _____

Total Offer \$ _____

6. Enclosed is a certified deposit cheque payable to "Deloitte & Touche Inc., Receiver of Harwell Hesco Electric Supply Co. Limited in Trust", in the amount of \$ _____ being 15% of the total offer price.

7. The offer must be considered as an En Bloc offer

Yes _____

No _____

8. This Offer is submitted pursuant to the Terms and Conditions of Sale prepared by Deloitte & Touche Inc., in its capacity as Receiver of Harwell Hesco Electric Supply Co. Limited dated March 4, 2009. (the "Terms and Conditions of Sale").

9. Acceptance of this proposal by the Receiver with respect to all or any parcel(s) shall constitute a binding agreement of purchase and sale on the terms and conditions set forth in this proposal, including the Terms and Conditions of Sale which form a part hereof.

Date

Authorized Signing Officer

Exhibit B: AGREEMENT of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of March 2, 2009

BETWEEN

[Insert name of purchaser], a corporation incorporated under the laws of [insert jurisdiction of incorporation] (the "Purchaser"),

- and -

Deloitte & Touche Inc., solely in its capacity as interim receiver and receiver of all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited (the "Vendor").

RECITALS:

- A. By Order of the Ontario Superior Court of Justice dated March 2, 2009, Deloitte & Touche Inc. was appointed as the Court-appointed interim receiver and receiver (the "Receiver") of the all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited ("Harwell").
- B. The Vendor wishes to sell all of the right, title and interest, if any, of Harwell in and to the Purchased Assets (as defined herein) to the Purchaser.
- C. The Purchaser agrees to purchase from the Vendor, all of the right, title, and interest, if any, of Harwell in and to the Purchased Assets on the terms set out in this Agreement.
- D. This Agreement is subject to the approval of the Court.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this agreement, including its recitals and schedules, as amended from time to time.

"Applicable Law" means

- (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, and

- (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law.

“Approval and Vesting Order” means an order of the Court approving the sale of the Purchased Assets.

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

“Claims” means all losses, damages, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), interest, penalties, costs, claims, complaints and demands of whatever nature or kind including all legal fees and costs on a solicitor and client basis.

“Closing Date” means Friday April 3, 2009, or such other date as may be agreed to in writing between the Vendor and the Purchaser, or as may be extended by the Vendor pursuant to Section 6.01.

“Court” means the Ontario Superior Court of Justice.

“Excluded Assets” means the assets listed on Schedule “B” attached hereto.

“Governmental Authority” means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.

“Indemnified Parties” has the meaning set out in Section 4.02(2).

“Purchased Assets Documents” means records, logs, manuals, inspection records and other books and documents which are in the possession of the Vendor and which are necessary for the operation or maintenance of the applicable Purchased Assets.

“Receivership Order” means the order made by the Court dated March 2, 2009, appointing the Receiver.

“Tax Act” means the *Income Tax Act* (Canada).

“Time of Closing” means 2:00pm EDT (Toronto Time) on the Closing Date.

“Transfer Taxes” has the meaning set out in Section 2.04.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, and limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 **Currency**

All references to currency herein are to lawful money of Canada.

1.06 **List of Schedules**

Schedule "A" – Purchased Assets

Schedule "B" – Excluded Assets

Schedule "C" – Allocation of Purchase Price

[Insert]

ARTICLE 2 - SALE AND PURCHASE

2.01 **Assets to be Sold and Purchased**

(1) Upon and subject to the terms and conditions hereof, including the Approval and Vesting Order being granted by the Court, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, as of and with effect from the Time of Closing, all of the right, title and interest, if any, of Harwell in and to the assets enumerated in Schedule "A" attached hereto but excluding, for greater certainty, the Excluded Assets, (collectively, the "Purchased Assets"), as more particularly set out in Schedule "A".

(2) Should a Purchaser wish to include Excluded Assets among the Purchased Assets, the Purchaser hereby acknowledges and agrees that, to the extent that any of the Purchased Assets be subject to the terms of any lease, licence or consent of any licensor or lessee, it is the responsibility of the Purchaser to make the necessary arrangements with any such lessee or licensor in order to effectuate the transfer of the Purchased Assets.

2.02 **Purchase Price**

The purchase price payable to the Vendor for the Purchased Assets (such amount being hereinafter referred to as the "Purchase Price") will be \$[●].

2.03 **Allocation of Purchase Price**

The Purchase Price shall be allocated among the Purchased Assets in such amounts as the Purchaser and the Vendor acting reasonably shall agree to in writing prior to the Time of Closing, and such allocations will be attached hereto as Schedule "C". The Vendor and the Purchaser will make and file all tax returns and filings on a basis which is consistent with the amount and allocation of the Purchase Price set out in Schedule "C".

2.04 Payment of Transfer Taxes

Subject to Section 2.05 hereof, the Purchaser will be liable for and will pay, or cause to be paid, at the Time of Closing, in addition to the balance of the Purchase Price, any applicable federal and provincial or other sales, goods and services, excise, all transfer, land transfer, value added, *ad-valorem*, use, consumption, harmonized sales, retail sales, social services, or other similar taxes, registration fees or duties whatsoever (other than income taxes of the Vendor) payable or exigible under any Applicable Law on or in connection or with respect to the sale and purchase of the Purchased Assets under this Agreement (collectively, "Transfer Taxes"). At the Time of Closing, the Purchaser will either pay the Transfer Taxes to the Vendor or deliver to the Vendor evidence confirming the Purchaser's payment of or exemption from payment of the Transfer Taxes in form and substance acceptable to the Vendor. The Purchaser will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense. To the extent that any Transfer Taxes are required to be paid by or are imposed upon the Vendor, the Purchaser will reimburse to the Vendor such taxes within five Business Days of payment of such taxes by the Vendor. The Purchaser will indemnify and hold the Vendor harmless in respect of any Transfer Taxes, penalties, interest and other amounts that may be assessed against the Vendor or Harwell under any Applicable Law as a result of the sale of the Purchased Assets or as a result of the failure by the Purchaser to pay all the aforementioned Transfer Taxes exigible or payable in connection with the transactions contemplated by this Agreement, whether arising from re-assessment or otherwise.

2.05 Elections

(1) The Vendor and the Purchaser will on or before the Time of Closing jointly execute an election, if available, in the prescribed form and containing the prescribed information, to have subsection 167(1.1) of the *Excise Tax Act* (Canada) apply to the sale and purchase of the Purchased Assets hereunder so that no tax is payable in respect of such sale and purchase under Part IX of the *Excise Tax Act* (Canada). The Purchaser will file such election with the Minister of National Revenue within the time prescribed by the *Excise Tax Act* (Canada).

(2) The Vendor and the Purchaser agree to make, execute and file with the appropriate taxing authorities such other elections or purchase exemption certificates as the parties hereto agree are mutually desirable, if any, in prescribed form and within the prescribed time.

2.06 Payment of Purchase Price

(1) The Purchase Price will be payable by the Purchaser as follows:

(a) **[\$[Insert deposit amount],** representing at least 15% of the Purchase Price, payable upon execution of this Agreement by the Purchaser, by certified cheque or bank draft delivered to the Vendor together with the Purchaser's executed version of this Agreement and payable to "Deloitte & Touche Inc., Receiver for Harwell Hesco Electric Supply Co. Limited, in trust", [or by wire transfer of immediately available funds to an account specified by the Vendor, in trust,] as a deposit (the "Deposit") to be held in an interest-bearing account and paid as provided in Section 2.06(2); and

(b) the balance of the Purchase Price, payable on the Closing Date, by the delivery to the Vendor of a certified cheque or bank draft payable to the Vendor or by wire transfer of immediately available funds to an account specified by the Vendor.

(2) The Deposit will held in an interest bearing account pending the Time of Closing. At the Time of Closing, the Deposit, together with interest accrued thereon, will be applied against the Purchase Price, unless:

- (a) If the sale and purchase of the Purchased Assets provided for herein is not completed in accordance with the terms and conditions hereof, unless such non-completion is due to the Purchaser having terminated this Agreement pursuant to Section 5.01(2)(a) or Section 6.04(3), the Vendor shall be entitled to keep the Deposit, together with any accrued interest thereon, as liquidated damages and not as a penalty; or
- (b) If the sale and purchase of the Purchased Assets provided for herein is not completed in accordance with the terms and conditions hereof and such non-completion is due to the Vendor having terminated this Agreement pursuant to Section Section 6.04(3), the Deposit, together with any accrued interest thereon, shall be returned to the Purchaser.

ARTICLE 3 - REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

3.01 Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser that:

- (a) The Vendor, subject to receipt of the Approval and Vesting Order from the Court, has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder.
- (b) Except for this Agreement, there are no outstanding options, agreements or rights capable of becoming an agreement obligating the Vendor to sell the Purchased Assets or any of them to any person other than the Purchaser.
- (c) The Vendor is registered under Part IX of the *Excise Tax Act* (Canada) with registration number •.
- (d) The Vendor is not a non-resident person within the meaning of section 116 of the *Tax Act*.

3.02 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor that:

- (a) The Purchaser is a corporation duly incorporated, organized and subsisting under the laws of [•] and has all the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder.
- (b) The Purchaser has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Purchaser contemplated hereunder.
- (c) This Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
- (d) Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Purchaser will result in a violation of:
 - (i) any of the provisions of the constating documents or by-laws of the Purchaser;
 - (ii) any agreement or other instrument to which the Purchaser is a party or by which the Purchaser is bound; or

- (iii) any Applicable Law.
- (e) The Purchaser is registered under Part IX of the *Excise Tax Act* (Canada) with registration number •.
- (f) The Purchaser has, or prior to the Closing Date will have, sufficient unencumbered funds to enable it to pay the Purchase Price and all other amounts payable by it in connection with this Agreement and the transactions contemplated hereby.
- (g) The Purchaser acknowledges that it or its representatives have been furnished with all information regarding the Purchased Assets that the Purchaser requires to enable it to enter into this Agreement.

3.03 “As Is, Where Is”

Notwithstanding any other provision of this Agreement, the Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an “as is, where is” basis and on the basis that the Purchaser has inspected the Purchased Assets and will accept the same at the Time of Closing in their then current state, condition and location and subject to all Permitted Encumbrances. Except as otherwise expressly provided in this Agreement, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (Ontario), the *International Sale of Goods Contracts Convention Act* (Canada) and the *International Sale of Goods Act* (Ontario) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including the *United Nations Convention on Contracts for the International Sale of Goods*), expressed or implied, oral or written, legal, equitable, conventional, collateral or otherwise has been or will be given by the Vendor as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, quantity, condition, quality, suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded. The Purchaser acknowledges and agrees that it has inspected the Purchased Assets and has relied on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets pursuant to this Agreement. The description of the Purchased Assets contained herein (including in the Schedules hereto) is for the purpose of identification only and the inclusion of any item in the description of the Purchased Assets does not confirm the existence of any such items or that such item is owned by Harwell.

ARTICLE 4 - COVENANTS

4.01 Covenants of the Vendor

(1) The Vendor will ensure that the representations and warranties of the Vendor set out in Section 3.01 are true and correct at the Time of Closing and that the conditions of closing set out in Section 5.01(1) and 5.02(1) over which the Vendor has reasonable control have been performed or complied with by the Time of Closing.

4.02 Covenants of the Purchaser

(1) The Purchaser will ensure that the representations and warranties of the Purchaser set out in Section 3.02 over which the Purchaser has reasonable control are true and correct at the Time of Closing and that the conditions of closing set out in Section 5.01(1) and 5.02(1) over which the Purchaser has reasonable control have been performed or complied with by the Time of Closing.

(2) In addition to any other provision for indemnification by the Purchaser contained in this Agreement, the Purchaser will indemnify and save harmless the Vendor and its respective directors, officers, employees, agents, legal counsel and other advisors (collectively, the “Indemnified Parties”) from and against: all Claims incurred by the Indemnified Parties directly or indirectly resulting from and

arising out of or relating to any breach of any covenant of the Purchaser contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty set forth in this Agreement including all Claims incurred by or alleged against the Indemnified Parties directly or indirectly as a result of: (i) the Purchaser's failure to file the elections referred to in Section 2.05 in a timely fashion; and (ii) failure of the Purchaser to assume, fulfil, perform or pay any liabilities of the Vendor assumed by the Purchaser pursuant to this Agreement. The provisions of this Section 4.02 will enure to the benefit of the parties executing this Agreement and the other persons referred to in this Section 4.02, and their respective successors and assigns.

4.03 Cooperation on Tax Matters

The Vendor and the Purchaser will furnish or cause to be furnished to each other, at the expense of the requesting party, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Purchased Assets as is reasonably necessary for the filing of any tax returns, for the preparation of any audit, and for the prosecution or defence of any claim, suit or proceeding relating to any adjustment or proposed adjustment with respect to taxes.

ARTICLE 5 - CONDITIONS

5.01 Conditions for the Benefit of the Purchaser

(1) The sale by the Vendor and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Vendor set forth in Section 3.01 will be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Vendor will have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Vendor at or prior to the Time of Closing;
- (c) the Vendor will have delivered or caused to be delivered to the Purchaser each of the items listed in Section 6.05;
- (d) no action or proceeding will be pending to restrain, enjoin or prohibit the purchase and sale of the Purchased Assets; and
- (e) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied, set aside or appealed at the Time of Closing and no motion seeking any relief from the Approval and Vesting Order will have been served or be pending as of the Time of Closing.

(2) The foregoing conditions are for the exclusive benefit of the Purchaser. In the event that any material term or covenant of the Vendor or material condition to be performed or complied with for the benefit of the Purchaser at or prior to the Time of Closing has not been performed or complied with by the Purchaser at or prior to the Time of Closing, the Purchaser, without limiting any other right that the Purchaser has, may at its sole option, acting reasonably, either:

- (a) terminate this Agreement by notice to the Vendor, and in such event the Purchaser will be released from all obligations hereunder; or

- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part;

and, if the Purchaser terminates this Agreement pursuant to Section 5.01(2)(a), the Vendor will also be released from all obligations hereunder unless the term, covenant or condition for which the Purchaser has terminated this Agreement was one that the Vendor had covenanted, pursuant to Section 4.01, to ensure had been performed or complied with, in which event the Deposit shall be returned to the Purchaser in accordance with Section 2.06(2)(b).

5.02 Conditions for the Benefit of the Vendor

(1) The sale by the Vendor and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Vendor and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in Section 3.02 will be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser will have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) the Purchaser will have delivered or caused to be delivered to the Vendor each of the items listed in Section 6.06;
- (d) no action or proceeding will be pending to restrain, enjoin or prohibit the purchase and sale of the Purchased Assets; and
- (e) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied, set aside or appealed and no motion seeking any relief from the Approval and Vesting Order will have been served or be pending as of the Time of Closing.

(2) The foregoing conditions are for the exclusive benefit of the Vendor. In case any material term or covenant of the Purchaser or condition to be performed or complied with for the benefit of the Vendor at or prior to the Time of Closing has not been performed or complied with at or prior to the Time of Closing, the Vendor, without limiting any other right that the Vendor has, may at its sole option acting reasonably, either :

- (a) terminate this Agreement by notice to the Purchaser, and in such event the Vendor will be released from all obligations hereunder, or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part,

and, if the Vendor terminates this Agreement pursuant to Section 5.02(2)(a), the Purchaser will also be released from all obligations hereunder unless the term, covenant or condition for which the Vendor has terminated this Agreement was one that the Purchaser had covenanted, pursuant to Section 4.02(1), to ensure had been performed or complied with, in which event the Purchaser will be liable to the Vendor for any Claims incurred by the Vendor directly or indirectly as a result of such breach. In the event that this Agreement is terminated by the Vendor pursuant to Section 5.02(2)(a), the Purchaser acknowledges

and agrees that the Purchased Assets may be resold by the Vendor and all money paid by the Purchaser under this Agreement, including the Deposit, plus interest, will be forfeited on account of liquidated damages (and not as a penalty). Notwithstanding such forfeiture, the Purchaser will be liable to the Vendor for the amount, if any, that its damages exceed the amount forfeited to the Vendor in accordance with this Section. The Purchaser hereby agrees that, as a result of the Vendor's rescission pursuant to Section 5.02(1), the Purchaser will pay, on account of liquidated damages (and not as a penalty), (a) an amount equal to the amount, if any, by which the Purchase Price exceeds the proceeds received by the Vendor in connection with any re-sale of such Purchased Assets, and (b) an amount equal to all costs and expenses incurred by the Vendor in connection with the Purchaser's failure to complete the purchase of the Purchased Assets.

ARTICLE 6 - CLOSING ARRANGEMENTS

6.01 Closing

The sale and purchase of the Purchased Assets will be completed at the Time of Closing at the offices of the Vendor, being 1 Concorde Gate, Suite 200, North York, Ontario M3C 4G4, Canada. In the event that the Vendor is unable to obtain the Approval and Vesting Order by the Closing Date, the Vendor shall be at liberty to unilaterally extend the Closing Date by up to ten Business Days.

6.02 Examination of Purchased Assets Documents and Purchased Assets

The Vendor shall forthwith make available, or cause to be made available, to the Purchaser and its authorized representatives full access during normal business hours to the Purchased Assets to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Purchased Assets as the Purchaser deems necessary or desirable to familiarize itself with the Purchased Assets. The Vendor shall co-operate fully in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser. The Vendor shall execute and deliver any authorizations required to permit such investigations, inspections, surveys and tests. The exercise of any rights of access or inspection by or on behalf of the Purchaser under this Section 6.02 will not affect or mitigate the covenants, representations and warranties of the Vendor in this Agreement which will continue in full force and effect as provided in this Agreement.

6.03 Title

All of the right, title and interest of Harwell, if any, in and to the Purchased Assets will pass from the Vendor to the Purchaser at the Time of Closing, as specified in the Approval and Vesting Order. At the Time of Closing, the Purchaser will take possession of the Purchased Assets where situated.

6.04 Risk of Loss

(1) Until the Time of Closing the Purchased Assets will remain at the risk of the Vendor. The Vendor will maintain first party all risk property insurance and boiler and machinery insurance in accordance with the form and extent of coverage that it has in place from time to time in its usual business activities in respect of loss or damage in respect of the Purchased Assets. In the event of any loss, damage or claim in respect of any risk for which insurance is carried as aforesaid arising before the Time of Closing, the Purchaser, as an additional condition of closing, will be entitled to be satisfied that the Vendor has put the applicable insurers on written notice of the loss. From and after the Time of Closing, the Vendor will not be an insurer of the Purchased Assets, nor will it have the liabilities and duties of a warehouseman, bailee or trustee of the Purchased Assets.

(2) If any destruction or damage occurs to the Purchased Assets on or before the Time of Closing or if any or all of the Purchased Assets are appropriated, expropriated or seized by Governmental Authority on or before the Time of Closing, and in the event that the Proceeds (as defined below) in respect of such destruction, damage, appropriation, expropriation or seizure are estimated by the Vendor, acting reasonably, to be less than the Purchase Price, the Vendor will forthwith give notice thereof to the Purchaser and the Purchaser will have the option, exercisable by notice to the Vendor on or before the Time of Closing, to reduce the Purchase Price by an amount equal to the proceeds of insurance (and, if any such policy provided for a deductible amount, by an amount equal to such deductible amount) if the said proceeds of insurance are to be paid to the Vendor, in which case, the Purchaser will provide any consents that may be required to authorize the insurers to pay in this manner to the Vendor, or compensation for destruction or damage or appropriation, expropriation or seizure with respect thereto and, for greater certainty, excluding any proceeds in connection with business interruption insurance (in this Section 6.04 referred to as the "Proceeds"), and to complete the purchase.

(3) If any destruction or damage occurs to the Purchased Assets on or before the Time of Closing, or if any or all of the Purchased Assets are appropriated, expropriated or seized by Government Authority on or before the Time of Closing, and in the event that the Proceeds in respect of such destruction, damage, appropriation, expropriation or seizure are estimated by the Vendor, acting reasonably, to be greater than the value of the Purchase Price, the Vendor may, at its option, terminate this Agreement. In the case of such termination, the Deposit, together with interest accrued thereon, will be returned to the Purchaser and the Purchaser waives and releases any and all Claims that it may have against the Vendor as a result of such termination.

(4) With respect to any insurance claim adjustment wherein the Vendor receives the proceeds of insurance, the Purchaser will allow the Vendor and its insurers and their agents reasonable access to the Books and Records that may be in the possession of the Purchaser arising from the sale so as to complete the insurance recovery.

(5) The Purchaser will obtain and maintain from and after the Time of Closing customary property, liability and other insurance with respect to the Purchased Assets that contains coverage, limits, and deductibles, and other terms and conditions satisfactory to the Vendor, both acting reasonably and shall ensure that the Vendor (and its mortgagees) is added as loss payees and/or additional insured(s), as applicable.

6.05 Vendor's Closing Deliveries

On or before the Time of Closing, the Vendor will deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate executed by a senior officer of the Vendor confirming that the representations and warranties of the Vendor in Section 3.01 are true and correct as of the Time of Closing and that the obligations of the Vendor to be performed prior to the Time of Closing have been performed;
- (b) a copy of the issued and entered Approval and Vesting Order;
- (c) the tax election as contemplated by Section 2.05(1) executed by the Vendor; and
- (d) such deeds, documents of title, conveyances, transfers, assignments, indentures and instruments necessary or desirable in the opinion of the parties hereto and their respective counsel, acting reasonably, to effect the assignment, transfer and sale of the Purchased Assets to the Purchaser and such other documents, instruments or indemnities as contemplated or required to be delivered by the Vendor pursuant to this Agreement.

6.06 Purchaser's Closing Deliveries

On or before the Time of Closing, the Purchaser will deliver or cause to be delivered to the Vendor the following:

- (a) the payment of the Purchase Price as contemplated by Section 2.06;
- (b) a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in Section 3.02 are true and correct as of the Time of Closing and that the obligations of the Purchaser to be performed prior to the Time of Closing have been performed;
- (c) evidence, satisfactory to the Vendor, of the payment of Transfer Taxes as contemplated by Section 2.04;
- (d) the tax election contemplated by Section 2.05(1) executed by the Purchaser; and
- (e) such other deeds, documents of title, conveyances, transfers, assignments, indentures and instruments necessary or desirable in the opinion of the parties hereto and their respective counsel, acting reasonably, to effect the assignment, transfer and sale of the Purchased Assets to the Purchaser and such other documents, instruments or indemnities as contemplated or required to be delivered by the Purchaser pursuant to this Agreement.

ARTICLE 7 - GENERAL

7.01 Further Assurances

Each of the Vendor and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.02 Binding Offer

This Agreement shall, upon execution of this Agreement by the Purchaser, form a binding and irrevocable Offer by the Purchaser to purchase the Purchased Assets, but shall not bind nor create any obligation or liability on the part of the Vendor until it has been duly authorized and executed by the Vendor and approved by the Court.

7.03 Time of the Essence

Time is of the essence of this Agreement.

7.04 Fees and Commissions

Each of the Vendor and the Purchaser will pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim for any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement. For greater clarity, the Purchaser shall be responsible for the cost of any commissions, broker's or finder's or placement fees in connection with a transaction under this Agreement.

7.05 Public Announcements and Confidentiality

Except as required by law, no public announcement or press release concerning the sale and purchase of the Purchased Assets may be made by the Vendor or the Purchaser without the prior consent and joint approval of the Vendor and the Purchaser. The Purchaser hereby agrees that it will submit to the Vendor for approval no later than five (5) Business Days prior to any proposed advertisement or announcement in connection with the purchase and sale of the Purchased Assets, all such advertisements or announcements which the Purchaser intends to make.

7.06 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

7.07 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and such agreements cancel and supersede any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. In the event of any inconsistency between this Agreement and any other document provided to the Purchaser by or on behalf of the Vendor, this Agreement shall govern.

7.08 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.09 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other.

7.10 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To the Purchaser:

[to be completed]

To the Vendor:

With a copy to:

Deloitte & Touche Inc.
1 Concorde Gate
Suite 200
North York, Ontario M3C 4G4 Canada

Baker & McKenzie LLP
Barristers & Solicitors
181 Bay Street, P.O. Box 874
Suite 2100
Toronto ON M5J 2T3 Canada

Attention: Robert Bougie
Tel: 416-601-4509 Fax: 416-601-6690
Email: rbougie@deloitte.ca

Attention: J. Brian Casey
Tel: 416-863-1221 Fax :416-863-6275

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

7.11 Remedies Cumulative

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

7.12 No Third Party Beneficiaries

Except as provided in Section 4.02(2), this Agreement is solely for the benefit of

- (a) the Vendor, and its successors and permitted assigns, with respect to the obligations of the Purchaser under this Agreement; and
- (b) the Purchaser, and its successors and permitted assigns, with respect to the obligations of the Vendor under this Agreement,

and this Agreement will not be deemed to confer upon or give to any other person any remedy, claim, liability, reimbursement, cause of action or other right.

7.13 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7.14 Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each attorns to the jurisdiction of the courts of the Province of Ontario.

7.15 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision will not affect the validity or enforceability of any other provision of this Agreement, all of which will be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction will not affect such provision's validity or enforceability in any other jurisdiction.

7.16 Acknowledgements

The Purchaser acknowledges and agrees that in all matters pertaining to this Agreement, including in its execution, Deloitte & Touche Inc. is acting solely in its capacity as Receiver of Harwell Hesco Electric Supply Co. Limited and, as such, its liability as a consequence of this Agreement will be in such capacity and it will have no personal or corporate liability of any kind, whether in contract or in tort.

7.17 Counterparts

This Agreement may be executed in any number of original counterparts, each of which will be considered to be an original, with the same effect as if the all the parties had signed the same document, and all of which taken together will be deemed to constitute one and the same instrument.

7.18 Facsimiles and Electronic Transmission

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first set out above.

DELOITTE & TOUCHE INC., solely in its capacity as interim receiver and receiver of all of the assets, undertakings and properties of Harwell Hesco Electric Supply Co. Limited and not in its personal or corporate capacity

Per: _____
I have authority to bind the corporation

Name: _____

Title: _____

[NAME OF PURCHASER]

Per: _____
I have authority to bind the corporation

Name: _____

Title: _____

Per: _____
I have authority to bind the corporation

Name: _____

Title: _____

Danbury Industrial

March 19, 2009

VIA E-mail: brewong@deloitte.ca

Deloitte & Touche Inc. (Court Appointed Interim Receiver and Receiver)
1 Concord Gate, Suite 200
North York, Ontario
M3C 4G4

Attention: Ms Brenda Wong:

Dear Ms: Wong

Re: Offer of Services; Liquidation Proposal "Harwell Hesco Electrical Supply Co. Limited" (5) Wholesale Locations

We have viewed the inventory of "Harwell Hesco Electrical Supply Co. Limited" as per the attached listing and we are pleased to offer our proposal to liquidate the inventory (the "Inventory") and the removal and consolidation of fixed assets, over which you are in control of as the Court Appointed Interim Receiver and Receiver.

Method of Sale:

We will conduct an on-site retail/wholesale liquidation sale at the (5) locations consolidating as necessary, for approximately (4) weeks. At the conclusion of the liquidation sale we will conduct an on site auction sale to the public on the remaining inventory, fixed assets and vehicles. We will leave all premises in a broom swept condition.

Danbury will occupy the premises for total of (8) weeks from the date of final inventory verification. The final inventory verification will be concluded by no later than March 31, 2009.

Net Minimum Guarantee:

Our Net Minimum Guarantee with respect to the sale proceeds of the inventory, fixed assets and vehicles will be [REDACTED] of first quality inventory exclusive of any applicable taxes based on an inventory of no less than \$4,610,885 at cost. All net proceeds over the guarantee will go the credit of the estate with exception of commission.

Upon acceptance and verification of the inventory count Danbury will supply a [REDACTED] deposit to be credited towards the net minimum guarantee. \$125,000 

Upon acceptance of this proposal, the Markham inventory and equipment will be consolidated to Toronto and/or another branch location.

Danbury Industrial

Danbury will be responsible for all costs as outlined in Schedule "A" attached, including rent and sales staff for the locations as well as all costs associated with packing, removing and transporting the inventory. We will not be responsible for any back rent or charges of any kind commencing from the date of this contract.

Subject to your acceptance, we are prepared to sell the "Inventory" under the following terms and conditions:

- 1) **Advertising:** The wholesale liquidation sale shall be prominently and widely advertised well in advance of the scheduled liquidation through appropriate means, including advertisements in the print media, major newspapers, our web site, client mailing list, and all interested parties who have expressed interest through the Trustee, etc. Danbury acknowledges that the Court Appointed Receiver is to approve all advertisements and mailings prior to publication or running on the radio. Danbury acknowledges that they will abide by the regulations imposed by the landlords of the wholesale locations.
- 2) **Sale Preparation:** We shall arrange, price and match the "Inventory" at all locations prior to the sale in order to enhance their realizable value at our expense.
- 3) **Liquidation Sale Process:** We will carefully supervise the wholesale liquidation sale and checkout of the fixtures being sold, in order to protect the estate. We shall leave the sale areas at the end of the said removal period in a clean condition, normal wear and tear accepted.
- 4) **Use of Names:** We shall be entitled to use the name "Harwell Hesco Electrical Supply Co. Limited" in all of our advertising, in the following context:

As Authorized by Deloitte & Touche Inc., the Court Appointed Interim Receiver and Receiver of "Harwell Hesco Electrical Supply Co. Limited" We are offering by way of an on-site public wholesale liquidation sale the inventory of the (5) wholesale locations.
- 5) **Premises:** We shall be entitled to full access to the five locations which will include phone lines and the use of the computer wholesale systems (if available) until the end of this agreement but any costs associated with the use of these assets are at the expense of the estate.
- 6) **Environmental:** We are not responsible for the removal of or the disposition of any environmentally hazardous chemicals or substances found on the premises during our contract.
- 7) **Insurance:** We shall take out and maintain at our own expense during our occupancy of the premises insurance (public liability) with a minimum coverage amount of \$5,000,000. Trustee will be responsible for maintaining fire and other perils insurance in respect of the assets until sold.
- 8) **Force Majeure:** In the event of fire, strike, natural disaster including civil disturbance, acts of terror or inclement weather. Danbury shall be held harmless from any and all liability if, at the sole discretion of Danbury, such an event shall affect the conduct of timing of the sale of the assets, or result in a reduction in prices achieved, and commissions payable to Danbury.

Danbury Industrial

9) **Collection of Taxes:** We shall be solely responsible for charging for and collecting from the purchasers at the liquidation sale, all applicable taxes in connection therewith including, without limitation, GST & PST in respect of all sales and remitting to the authorities.

10) **Miscellaneous:** Our offer is made to you on the following basis:

- a) The out of pocket costs related to disposing of any waste, books, records, etc. during clean up of the premises will be charged and billed separately to the file. Danbury is responsible for all other clean up costs at its expense.
- b) Danbury will require an inventory to verify the quantity, cost and the wholesale values of the inventory. We are prepared to do a sample count and if it is determined the count is incorrect we will require an inventory which the cost will be shared by both parties. This offer is subject to shorts and longs.
- c) Should we have to adjust the inventory, the gross recovery will be recalculated as [REDACTED] of the adjusted inventory at cost, and Schedule A will be recalculated using the adjusted gross recovery. The net minimum guarantee will be recalculated as [REDACTED] of the revised Net Recovery.
- d) Danbury acknowledges and agrees that it will provide the Court Appointed Receiver with a daily sales report by location, with a reconciliation to cash received, commencing one day after this agreement is signed.
- e) Danbury acknowledges that it will pay the Court Appointed Receiver the sale proceeds from the sale of inventory on a weekly basis, until such time as the inventory sale is complete, with a full accounting thereof. The bank account in respect of this engagement should be maintained at a mutually agreeable Bank.
- f) Danbury acknowledges that it will pay the Court Appointed Receiver the sale proceeds from the sale of Fixed Assets within one week of the sale being completed with a full accounting thereof.
- g) Danbury shall not be deemed to be a successor employer in the event we rehire any of the sale staff.
- h) Danbury will not be responsible for any Weppa Costs as a result of it re hiring any former sales staff.
- i) Danbury will charge and retain for its account only a 12% buyer's premium on all sales derived from the auction portion of the liquidation only.

Danbury Industrial

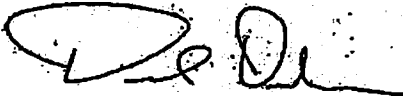
The above offer is valid until Friday March 20th, 2009 at 5:00 pm E.S.T. or verbal confirmation thereof after which this offer is null and void.

Please indicate your acceptance of the foregoing by signing this agreement copy hereof where indicated below and returning it to us.

Awaiting a successful sale on your behalf.

Yours truly,

Danbury Industrial



David Ordon
CEO

subject to approval of the Ontario Superior Court of Justice ^{BU} ^{DO}

Agreed and accepted this 19th day of March 2009



Deloitte & Touche Inc.
Court Appointed Interim Receiver and Receiver of Harwell Hesco Electrical Supply Co. Limited

Master liquidation Operating Pro-forma						
Harwell Hesco Electric Supply						
Eight Week Liquidations						
Start Date March 24, 2009						
Gross Recovery						\$ [REDACTED]
Total Proceeds						
Operating Expenses						
Warehousing Salaries and Wages		wkly	wks			\$ 247,808.00
Consultant(2)		\$ 1,500.00	8			\$ 24,000.00
Inside Admin						\$ 20,000.00
Benefits						\$ 30,232.58
Auction Set up and Checkout						\$ 85,000.00
Total Labour						\$ 407,040.58
Advertising Costs						
Newspaper						\$ 30,000.00
Fax Blasts						\$ 10,000.00
Total Newspaper and Radio						\$ 40,000.00
Other Expenses						
Bank/Credit Card Fees(Trustee Charge)		70%		2%		\$ 27,930.58
Telephone/Internet						\$ 1,000.00
Full Occupancy						\$ 99,604.32
Garbage Removal	Cost extra to Estate					\$ -
Consolidation						\$ 20,000.00
Miscellaneous Other						\$ 5,000.00
Total Other Operating Expenses						\$ 153,634.88
Total Expenses						\$ 600,575.48
Commission			10.00%			\$ [REDACTED]
Net Recovery						\$ [REDACTED]

	Cost	Recovery	%age
Gross	\$ 4,610,855.00	\$ [REDACTED]	[REDACTED]
Net	\$ 4,610,855.00	\$ [REDACTED]	[REDACTED]