

This is the 1st affidavit
of Aaron Stewardson in this case and
was made on March 9, 2015

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.**

AFFIDAVIT

I, Aaron Stewardson, of 1837 Main Street, Vancouver, British Columbia,
SWEAR THAT:

1. I am Chief Operating Officer of Maynards Industries Ltd. ("**Maynards**"), and as such have personal knowledge of the facts and matters deposed to in this affidavit, except where they are stated to be on information and belief, and those matters I believe to be true.
2. I am duly authorized by Maynards to swear this affidavit on its behalf.
3. I have reviewed the 1st Affidavit of Mary O'Sullivan-Andersen, filed in the within proceedings (the "**O'Sullivan-Andersen Affidavit**").
4. Attached hereto and marked as **Exhibit "A"** to this my affidavit is a true copy of Appendix C to the March 6, 2015 filed Second Report to the Court, submitted by Deloitte Restructuring Inc. in the within proceedings. Appendix C is the redacted copy of the Liquidation Agreement referred to in the O'Sullivan-Andersen Affidavit, including at paragraph 7 therein.
5. The portions of the Liquidation Agreement that have been redacted, and the reasons for doing so, are as follows:
 - (a) Sections 2.1, 2.4(iii) as well as Page 2 of Schedule "A" (the "**Proposal**") specify the minimum guaranteed amounts Maynards will pay to the Company (the "**Net Minimum Guarantee**" or "**NMG**") in respect of the sale of certain assets, which are enumerated in Schedules "B" to the Liquidation Agreement (the "**Assets**"). The amount of the Net Minimum Guarantee has been redacted from those sections.
 - (b) It is my belief that if the amount of the Net Minimum Guarantee was made public, such information might enable potential purchasers to 'reverse engineer' the estimated values of each of the subject Assets and then


determine the lower end of the range of values ascribed to the Assets by Maynards, thereby potentially resulting in lower bids for those assets. I believe it is in the best interests of the secured and unsecured lenders as well as the Company if the sale of the Assets under the Liquidation Agreement were to proceed without any indication as to Maynards' estimated values of those assets.

(c) Sections 2.2, 2.3, 24(i) and (ii), Page 2 of the Proposal, and numerous provisions in Schedule "B" detail the Expense Budget and Relocation Costs of the Liquidation Agreement, and constitute Maynards' competitive pricing information. The specific pricing terms have been redacted. This information is sensitive and, if made public, might in the future be used by Maynards' competitors to gain a competitive advantage when making proposals to clients. There are a limited number of providers of services similar to those offered by Maynards, and those providers regularly compete for engagements. The more those competitors know about Maynards' pricing, the more the potential prejudice to Maynards' business.

(d) I am also of the belief that our clients and their stakeholders benefit from a competitive bid processes where the bidders' pricing terms on past deals are not known to one another. I believe this encourages bids by the service providers which include more favourable pricing terms.

6. For the reasons set forth above, I am of the view that the unredacted version of the Liquidation Agreement, a copy of which is attached as Exhibit "A" to my 2nd Affidavit made in these proceedings, ought to be kept confidential. I make this affidavit in support of an application by Maynards for an order that my 2nd Affidavit be filed under seal.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of)
British Columbia, this 9 day of March,)
2015)
)
)
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A Commissioner for taking Affidavits)
within British Columbia)

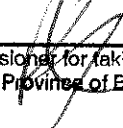


Aaron Stewardson

R. HOOPS HARRISON*
Barrister + Solicitor
ALEXANDER HOLBURN BEAUDIN + LANG LLP
2700 - 700 WEST GEORGIA ST.
VANCOUVER, BC CANADA V7Y 1B8
*R. HOOPS HARRISON PROFESSIONAL LAW CORPORATION

**APPENDIX C
MAYNARDS INDUSTRIES LTD. AUCTION AND LIQUIDATION SERVICES AGREEMENT**

This is Exhibit " A " referred to in
the affidavit of Aaron Stewardson
sworn before me at the City of Vancouver
this 7 day of March 20 15



A Commissioner for taking Affidavits
In and for the Province of British Columbia

THIS Auction and Liquidation Services Agreement, dated for reference the ____ day of March, 2015

MADE BETWEEN:

WILLIAMS MOVING & STORAGE (B.C.) LTD., a
corporation incorporated pursuant to the laws of British Columbia

2401 United Boulevard
Coquitlam, BC V3K 5Y3
EM: mosullivan@williamsmoving.com
jimwilliams@williamsmoving.com

(hereinafter referred to as "the Company")

OF THE FIRST PART

AND:

MAYNARDS INDUSTRIES LTD., a corporation incorporated
pursuant to the laws of British Columbia

1837 Main Street
Vancouver, BC V5T 3B8
EM: astewardson@maynards.com

(hereinafter referred to as "the Auctioneer")

OF THE SECOND PART

WHEREAS:

- A. The Company filed a notice of intention to make a proposal to its creditors under the *Bankruptcy and Insolvency Act*, R.S.C. on January 21, 2015.
- B. The Company established a Request for Listing Proposals process on or about February 2, 2015. The Company accepted the proposal submitted by the Auctioneer, dated February 12, 2015 (the "Maynards Proposal"), a copy of which is attached hereto as Schedule "A".
- C. The Company wishes to retain the Auctioneer to sell all the property listed on Schedule "B" hereto (collectively, the "Assets") on behalf of the Company, subject to the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Company and the Auctioneer agree as follows:

1. RETENTION OF THE AUCTIONEER

- 1.1 The Company hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program (the "Sales Process") with respect to the Assets at certain of the premises as set out in Schedule "B" to this agreement (the "Premises"), on the terms and conditions as set forth in this agreement.
- 1.2 The Company and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in Schedule "C", attached hereto, headed "The Company's and Auctioneer's Responsibilities", subject to the terms of this agreement.
- 1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of the Company.

2. THE AUCTION AND SALES PROCESS

- 2.1 Pursuant to the Maynards Proposal, the Auctioneer has guaranteed and does hereby guarantee a net minimum payment to the Company of [REDACTED] less the Expense Budget and the Relocation Budget (both as defined below) (the "NMG"), regardless of the proceeds received from sale of the Assets pursuant to this agreement.
- 2.2 The Auctioneer will charge an expense budget of [REDACTED] for advertising, travel, sale preparation, minor refurbishing, moving equipment from the Victoria and Edmonton Premises and labour (the "Expense Budget"). The Expense Budget shall be paid from the Gross Sale Proceeds (defined below) as a first charge on the Gross Sale Proceeds.
- 2.3 The Auctioneer will charge a relocation budget of up to [REDACTED] for moving Assets from any location other than the Premises to one or more of the Premises (the "Relocation Budget"). The Relocation Budget shall be paid from the Gross Sale Proceeds as a second charge on the Gross Sale Proceeds.
- 2.4 The proceeds of sale of the Assets, net of applicable taxes and any Online Sale Charges (defined below) (the "Gross Sale Proceeds"), shall be distributed as follows:
- (i) Firstly, to the Auctioneer the sum of [REDACTED] on account of the Expense Budget;
 - (ii) Secondly, to the Auctioneer up to the sum of [REDACTED] on account of the Relocation Budget;
 - (iii) Thirdly, to the Company the sum equal to [REDACTED] less the actual amount of the Relocation Budget charged by the Auctioneer, on account of the NMG;

- (iv) Fourthly, to the Auctioneer the next [REDACTED] on account of its services and on its account; and
 - (v) Finally, all sale proceeds over [REDACTED] will be divided [REDACTED] to the Company and [REDACTED] to the Auctioneer.
- 2.5 If any of the Assets are sold to online buyers, then the Auctioneer may charge a buyer's premium of [REDACTED] on the sale price (a "Online Sale Charge"), and all Online Sale Charges collected by the Auctioneer shall be paid by the Auctioneer to the applicable third party online provider.
- 2.6 The Auctioneer shall not be entitled to any further fee, indemnity or reimbursement on account of its expenses incurred in connection with the sales process or this agreement other than the Expense Budget, the Relocation Budget and any Online Sale Charges.
- 2.7 The Auctioneer will pay any amounts payable to the Company from the gross proceeds of sale realized on any sale pursuant to this agreement within 5 days of the applicable sale date, to the Company by way of wire transfer to the account stipulated by the Company.
- 2.8 The Company shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, access to each of the Premises from the date of this agreement until 11:59 p.m. on April 30, 2015 (the "General Deadline"), excepting the Victoria and Edmonton Premises, for which access will be provided by the Company until 11:59 p.m. on February 26, 2015 (the "February Deadline"), or as agreed to between the parties, for the purposes of viewing and inspecting the Assets, showing the Assets to prospective purchasers, preparing for and conducting the auctions and removing the Assets. The Company agrees to pay all applicable rent and shall be responsible for the continued supply of all utilities to the Premises, including, without limitation, gas, water, heat and hydro, and for the maintenance of insurance coverage on the Premises and Assets in accordance with the Maynards Proposal (collectively, the "Occupancy Costs") at the Company's sole cost until the February Deadline in respect of the Victoria and Edmonton Premises and until the General Deadline for all other Premises.
- 3. COVENANTS, WARRANTIES, ENCUMBRANCES, INSPECTIONS AND INQUIRIES**
- 3.1 Notwithstanding any other provision of this agreement, the Auctioneer acknowledges that it has inspected the Assets and except as otherwise expressly provided in this agreement, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (British Columbia), the *International Sale of Goods Contracts Convention Act* (Canada) and the *International Sale of Goods Act* (British Columbia)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise will be given by the Company 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 description of the Assets in Schedule "A" is for the purpose of identification only. No representation, warranty or condition has or will be

given by the Company or any other party concerning the completely or the accuracy of such descriptions. The Auctioneer acknowledges and agrees that it has inspected the Assets and has relied on its own investigations as to the matters set out above and in determining to enter this agreement.

- 3.2 The Auctioneer agrees that the Assets shall be sold by the Auctioneer to third parties on an "as is, where is" basis and save as aforesaid neither the Company nor the Auctioneer shall make vis-à-vis any third party purchasers, any representations or warranties, and there are no representations or warranties or terms or conditions whatsoever, whether expressed, implied, statutory or otherwise, with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of the transaction which is the subject of, and any transaction which is contemplated by, this agreement.

4. DUTIES OF AUCTIONEER

- 4.1 In addition to any other duties or obligations of the Auctioneer set out in this agreement and subject to this agreement, the Auctioneer shall at its own cost and expense, subject to the payment of the Expense Budget:

- (a) provide commercially reasonable best efforts to conduct the Sales Process in accordance with the Maynards Proposal;
- (b) provide sufficient auctioneers and other personnel as is generally required for the holding of auctions of this nature;
- (c) supervise the inspection of the Assets by potential purchasers prior to the auctions;
- (d) prepare for, arrange, conduct and conclude the auctions including, but not limited to, advertising, auction-related set-up costs, administrative services, collection of proceeds, banking, security/check out personnel, etc.;
- (e) advertise and promote the auctions. The Auctioneer shall seek the prior consent of the Company to all advertising, such consent not to be unreasonably withheld;
- (f) organize, inventory, tag and lot the Assets for auction;
- (g) provide administrative services relating to the transfer of ownership of Assets to purchasers such that title to the Assets can be conveyed to the purchasers; and
- (h) allow representatives of the Company to be present at the auctions and to have access to all of the Auctioneer's records concerning the sale of the Assets.

- 4.2 The Auctioneer shall be responsible for and shall supervise the removal of all of the Assets from the Premises, which removal shall (subject to payment of the Expense Budget) be at no cost to the Company, and shall be done in a workmanlike manner, consistent with good industry practice, and completed by the General Deadline or the February Deadline (as applicable), or such later date as may be agreed to in writing by

the Company and the Auctioneer (the "Removal Deadline"). Any Asset requiring disassembling and moving will be done at the expense of the Auctioneer (subject to payment of the Expense Budget). Should the Auctioneer abandon, fail to remove or fail to cause any Assets to be removed before the applicable Removal Deadline, the Auctioneer shall indemnify and reimburse the Company for the costs incurred by the Company with respect to the preparation, removal and shipping of such Assets. If the Assets are not removed from the Premises by the applicable Removal Deadline, then the Auctioneer shall be responsible for and shall pay to the Company, all costs associated with occupation of the relevant Premises during such additional occupancy period. The Auctioneer shall remedy or repair any damage or like condition to, in or on the Premises, and any other premises or property, resulting from the sale, disassembly, shipping, removing or otherwise dealing with the Assets in connection with the Sales Process or removal of Assets.

- 4.3 In the event that any of the Assets are not sold in the course of the Sales Process, the parties agree that the Auctioneer shall remove the unsold Assets in accordance with section 4.2 of this agreement and dispose of them for scrap at its sole risk, cost and expense; provided however that, if any unsold Assets are not scrapped as aforesaid but are sold by the Auctioneer within three months of the date of this agreement, the proceeds thereof shall be shared between the Auctioneer and the Company in accordance with section 2.1 of this agreement, and the Auctioneer agrees to pay the amount owing to the Company forthwith after completion of any such sale.
- 4.4 If following the sale of all of the Assets the Company has not received the entire amount of the NMG, less the Expense Budget, the Auctioneer shall by the earlier of:
- (a) five business days after the last sale of any Assets pursuant to this Agreement; or
 - (b) May 7, 2015,
- pay to the Company the outstanding balance of the NMG.

5. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 5.1 The Company represents and warrants to the Auctioneer that, subject to the granting by the Supreme Court of British Columbia of an order authorizing and approving the Company to execute this agreement and authorizing and approving the transactions contemplated by this agreement, and vesting in any purchaser all the right, title and interest of the Company in the Assets sold by the Auctioneer, free and clear of all liens, security interests and other encumbrances (the "Approval and Vesting Order"), it has the good and sufficient power and authority to enter into this agreement and to complete the transactions contemplated by this agreement.
- 5.2 The Auctioneer represents, warrants and acknowledges to the Company that:
- (a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of British Columbia;

- (b) the Auctioneer has good and sufficient power and authority to enter into this agreement and to complete the transactions contemplated by this agreement;
- (c) this agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;
- (d) the Auctioneer will, prior to conducting any sales pursuant to this agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this agreement, in all applicable jurisdictions; and
- (e) the Auctioneer has not jointly elected with the Company pursuant to section 177(1.3) of the *Excise Tax Act* (Canada).

5.3 The representations, warranties and covenants of the Auctioneer set forth in this agreement will survive completion of the transactions contemplated by this agreement.

6. MUTUAL CONDITION

6.1 The transactions contemplated by this agreement are subject to the Approval and Vesting Order having been made on or before March 9, 2015 (or such later date as the Company and the Auctioneer may agree), and such mutual condition is for the benefit of the Company and the Auctioneer.

7. MISCELLANEOUS

7.1 All references to currency in this agreement and in the schedules hereto are to lawful currency of Canada.

7.2 If there is any inconsistency between a provision of this agreement and a provision of the Maynards Proposal, the provision of this agreement will govern.

7.3 If the doing of any act pursuant to this agreement falls on a day on which the Premises are not ordinarily open for business then, for the purposes of this agreement, such day shall be deemed not to be a business day and the time for the doing of such act shall be deemed to be the next day on which such Premises are open for business.

7.4 Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered personally or by electronic mail to the addresses and/or email addresses set forth at the beginning of this agreement.

7.5 No waiver by either party of any of the conditions contained in this agreement or of any breach of any of the covenants contained in this agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.

- 7.6 This agreement and the attached schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.
- 7.7 This agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.
- 7.8 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this agreement.
- 7.9 All stipulations in this agreement as to time are strictly of the essence.
- 7.10 This agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby affirm to the jurisdiction of the Courts of that Province.
- 7.11 This agreement may be executed in counterparts by the parties hereto, and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.
- 7.12 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED at Vancouver, British Columbia, this 6 day of March, 2015.

Maynards Industries Ltd., by its authorized signatory:

Per: 

Authorized Signatory

Aaron Stewardson, COO
Print Name and Title of Signatory

The Company

Per: 

Authorized Signatory

Jim Williams, CEO
Print Name and Title of Signatory

SCHEDULE "A" - THE MAYNARDS PROPOSAL

ASSET SALE PROPOSAL FOR
WILLIAMS MOVING & STORAGE (B.C.) LTD.
Coquitlam, BC

February 12, 2015

JIM WILLIAMS
WILLIAMS MOVING & STORAGE (B.C.) LTD.

2401 United Boulevard
Coquitlam, BC V3K 5Y3

Maynards
SINCE 1912



Maynards Industries Ltd.
1837 Main Street
Vancouver, BC V5T 3B8
Canada

T: 604 676-6787
F: 604 676-2678
E: info@maynards.com
www.maynards.com

February 12, 2015

Williams Moving & Storage (B.C.) Ltd.
2401 United Boulevard
Coquitlam, BC V3K 5Y3

Via email: jimwilliams@williamsmoving.com
mosullivan@williamsmoving.com

Attention: Jim Williams & Mary O'Sullivan-Andersen

Dear Mr. Williams & Ms. O'Sullivan-Andersen:

Re: **PROPOSED AUCTION OF WILLIAMS MOVING & STORAGE (B.C.) LTD.**

This letter and proposal is with respect to Maynards Industries Ltd. (Maynards) acting as sales agent to sell various assets of Williams Moving & Storage (B.C.) Ltd. (Williams).

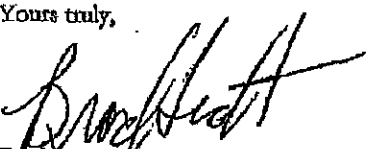
Maynards has 113 years of business expertise in specialized global auction and liquidation services, and the appraisal of industrial equipment and commercial/retail inventories. Working from offices in the Canada, United States, Europe, Japan and China, Maynards offers leading-edge recovery strategies for both large and small asset monetization projects.

Maynards has significant experience in the Transportation, Freight/Trucking and related industries where we generate sales in the tens of millions of dollars in any given year. Among the many relationships Maynards maintains with Fortune 500 companies, Maynards has held an exclusive contract with General Motors for the past 12 years to sell its surplus manufacturing facilities and equipment throughout North America and Europe.

We welcome the opportunity to be of service to you on this project. We are confident, based on our experience in this industry and managing large-scale industrial sales, that Maynards is the ideal firm to manage this sale on your behalf.

Should you have any questions or require additional information, please do not hesitate to contact me at 604 675- 2230.

Yours truly,



Brad Scott
Senior Project Manager
brad@maynards.com

METHOD OF SALE

To maximize the total proceeds to Williams Moving & Storage (B.C.) Ltd. (Williams), as sales agent, Maynards recommends holding 3 or 4 one-day HOST auctions on dates and places suitable to both parties. Assets located at other locations will be sold via Internet Webcast.

OPTION I: Net Minimum Guarantee (NMG)

Maynards' NMG would be [REDACTED] the next [REDACTED] will be for Maynards' account. All sales over [REDACTED] will be split [REDACTED] to Williams and [REDACTED] to Maynards subject to final inspection of equipment and said equipment being in roadworthy condition. All assets as per list supplied via email will be free and clear of all liens and encumbrances.

A [REDACTED] Buyer's Premium will be charged for purchases made online, which will go to the webcast provider.

Maynards will charge an expense budget of [REDACTED] for advertising, travel, sale preparation, minor refurbishing, moving equipment from Victoria and Edmonton locations and labour.

OPTION II: Straight Commission

For sales of the equipment, Maynards will earn an [REDACTED] commission on all sales. A [REDACTED] Buyer's Premium will be charged for purchases made online, which will go to the webcast provider.

Maynards will charge an expense budget of [REDACTED] for advertising, travel, sale preparation, labour, etc.

FINANCIAL REPORTING

Maynards maintains state-of-the-art asset tracking and financial management systems, providing unquestionable accountability throughout the sale process. All funds collected will be remitted three weeks following the auction date and complete audit trails of all sales will exist.

TAXES

Maynards will collect and remit all applicable taxes according to government regulations and guidelines.

ADVERTISING CAMPAIGN

Our experience has proven that utilizing a variety of advertising and promotional media to support our marketing program will increase the overall return to Williams. The marketing program tailored specifically to Williams will include the following:

WILLIAMS MOVING & STORAGE (B.C.) LTD. Proposal | P3

- **Brochures** | Maynards will design and mail approximately 10,000 colour brochures promoting the auction. These brochures will include numerous pictures and technical details of the assets. (See attached example)
- **Direct Mail** | Maynards has developed and maintained an extensive global database of over 750,000 potential buyers and contacts, gathered and qualified from over 100 years in business and countless auctions. Utilizing this database, Maynards will specifically target customers in a variety of industries including, but not limited to, transportation, trucking, moving, storage, etc. Our primary marketing program will be targeted to National Franchises, end users, dealers and brokers in the transportation industry and specifically in the trucking sector.
- **E-Brochures** | Maynards also maintains an extensive listing of buyers who favour receiving industrial liquidation information electronically. The Williams assets will be emailed to these potential buyers, detailing what equipment is available.
- **Email Marketing** | Maynards will send out detailed email marketing blasts to our internal contact lists as well as to relevant 3rd party lists. The e-blasts will contain sale information, contact details, photographs of assets available and links to Maynards' website for complete sale information.
- **Website** | The auction logistics, together with photographs and technical details of the available equipment will be placed in a Williams-branded customized event listing on our website (www.maynards.com). The event listing on our webpage will include sale information, list all equipment in detail, provide a link for visitors to download an eBrochure (PDF), and allow potential customers to search for specific pieces within the lot listings.
- **Newspaper Advertising/Trade Journals/Industry Publications** | Detailed advertising will be placed in appropriate newspapers, trade journals and industry publications, time permitting. Respondents to our advertising will also receive our colour brochure and be referred to our website. All advertising will be reviewed with Williams in advance of publishing.
- **Advertising with Other Maynards Sales** | The Williams Auction will be advertised together with our other industrial auction mailings, where appropriate. Doing this may effectively triple the number of potential buyers contacted.
- **Special Contact** | There are specific individuals, organizations, and professionals in the industry who will be important to the sale. Our contact management program will be utilized to telephone major companies in the industry.
- **Lot-by-Lot Auction Catalogues** | Maynards will prepare Lot-by-Lot auction catalogues, providing a full description and other pertinent information for the Williams assets. Catalogues are available to all prospective buyers during the preview and auction days. Buyers can also download the catalogues directly from our website.

ONSITE AND ONLINE WEBCAST AUCTION

As organizations and individuals have become more comfortable purchasing items over the Internet, Maynards simultaneously webcasts onsite auctions over the Internet through our industry leading online auction portal BidSpotter. Our experience has been that approximately 15% to 30% of total auction sales are made over the Internet and in many instances, online buyers are the second high bidder, thus helping to increase prices. Buyers also benefit by saving time and money by bidding from the comfort of their office.

ABSENTEE BIDDERS

In addition to the webcast, for buyers who are unable to physically attend the auction, the option of placing absentee bids will be marketed through both the Maynards website and the promotional brochures.

CONSIGNMENT

Where possible, we will add non-conflicting pieces of equipment to the sale that would improve the auction's drawing capacity.

PREPARATION OF THE AUCTION

Our plan is to immediately dedicate sufficient resources to work onsite to prepare the assets for sale and to develop a working relationship with Williams' personnel.

A well-planned auction is critical to maximizing the overall return, and Maynards' success is an immediate result of the interactive approach to preparation taken on each and every sale. This includes looking not only at the big picture – ensuring the auction is well organized and laid out, key assets are properly marketed to the *right* customers, etc. – but also ensuring the small details have been looked after, such as having the equipment manuals and maintenance records readily available with the equipment.

To provide Williams with the highest return possible, Maynards' personnel will supervise the sale set-up site and will oversee operations to organize the assets to be sold at auction. Approximately one week will be required to set up each location, and to list and advertise the assets for auction.

REFURBISHING

As Maynards' business is the liquidation of used equipment, we know having simple cosmetic improvements performed to certain assets significantly enhances the value and more than recovers the incidental costs incurred. Thus, we recommend that whenever possible, machinery and equipment should be presented in the best possible condition.

As we are performing the sales setup, we will identify opportunities where we believe refurbishing will add incremental value to Williams.

EQUIPMENT AVAILABLE FOR SALE

The above commission rates have been determined based on the assets as previously viewed. If Williams decides to exclude certain major assets from our contract or sells them directly, Williams will reimburse Maynards the commissions that would have been earned based on our "high" appraised price of the excluded assets.

Maynards will develop an asset listing detailing all equipment viewed. This listing will be agreed to and signed off by both parties and will form part of our contract with Williams.

CONSOLIDATION OF EQUIPMENT

If any equipment is required to be moved from its current locations, any costs will be borne by Williams.

SAFETY HEALTH REGULATIONS

Maynards' personnel will become cognizant of Williams' Safety Regulations and abide by these regulations when operating on the site. Maynards will make every effort to ensure that clients viewing and removing equipment operate within these guidelines. Maynards' personnel will work in cooperation with Williams' personnel at all times.

CATERING

Maynards will arrange for a suitable catering firm to provide food services onsite during the auctions, if necessary.

FORCE MAJEURE

In the event of fire, strike or natural disaster, Maynards shall be held harmless from any and all liability if such disaster shall affect the conduct or timing of the sale or any of the assets of Williams.

EN BLOC

Should an "entirety sale" offer be accepted at any time throughout the term of our contract, Maynards will be entitled to our full commission, based on the purchase price, and shall be reimbursed within a reasonable time for all costs of cancelling the auction (i.e., advertising, travel, accommodation, etc.).

RESPONSIBILITIES OF WILLIAMS

SYSTEM OPERATIONS

Throughout the duration of our contract, Williams shall be responsible for the following:

- Any existing security systems should remain in effect until all equipment has been removed from the property.

- Representatives of Williams who are familiar with the equipment are to be available as necessary to Maynards' Project Manager.
- Existing communications systems, such as telephones, internet and facsimile machines, should remain in place and operative until the completion of the sale and removal of the equipment.

OCCUPATIONAL USE OF THE PREMISES

Williams is to ensure that Maynards has occupational, rent-free use of the premises, and experiences quiet enjoyment of the premises with no interference as a result of labour strife and/or influence beyond our control.

INSURANCE

Maynards provides an umbrella policy of \$5,000,000 covering public liability during the length of our contract. Maynards requires that it be provided with an endorsement naming Maynards as an Additional Insured on Williams' policies on the assets throughout the term of Maynards' engagement.

Williams' insurance coverage on plant and equipment and other assets must remain in effect until all assets are removed from the sale site. Should an insurance claim be required as a result of damage caused by fire, flood, theft, etc., proceeds received on any assets that otherwise would have been sold shall be considered proceeds from sale and Maynards' commissions shall apply.

Williams shall indemnify and save harmless Maynards from and against all claims, liabilities, costs and expenses, including actual legal costs, incurred by Maynards as a result of any third party claiming an interest in any of the assets or the proceeds of the sale.

As required by Workers Compensation Board regulations, Williams is to provide the necessary resources to ensure compliance with the WCB site safety regulations throughout the duration of our contract.

ENVIRONMENTAL

All environmental concerns will be the responsibility of Williams.

PROPOSAL CONDITIONS

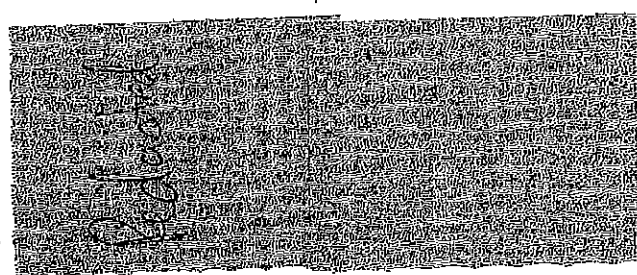
The terms of this proposal are subject to an agreeable, signed Auction and Liquidation Services Agreement between Maynards and Williams, and final inspection and verification of the assets.

WILLIAMS MOVING & STORAGE (B.C.) LTD.,

PAGE 9 OF 12

SCHEDULE "B" - ASSETS AND PREMISES

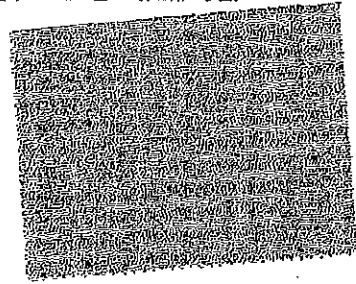
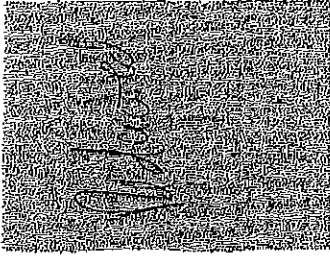
Paint Code	Unit #	Year	Make	Vehicle Type	Location	Vehicle #	License	License Prov
WMS	1-250'	1986	IHC	Straight Truck	Coquitlam	1K1D1T45H4A616075	9454AR	BC
WMS	1-386'	1995	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	B40846	BC
WMS	1-411'	1995	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	3778AM	BC
WMS	1-437'	1998	VOLVO	T/A Tractor	Coquitlam	AW708GH1WN733281	0165PH	BC
WMS	1-470'	1997	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	0165PH	BC
WMS	1-473'	1994	IHC	S/A Tractor	Coquitlam	1K1SCA4P4SH1609546	0165PH	BC
WMS	1-480'	1998	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	1466EC	BC
WMS	1-545'	1995	IHC	Straight Truck	Coquitlam	1K1SCA4P4SH1609546	1466EC	BC
WMS	1-546'	1997	FORD	Peak Van	Coquitlam	1K1SCA4P4SH1609546	AS85EL	BC
WMS	1-675'	1999	FORD	Esno Line	Victoria	1K1SCA4P4SH1609546	7173PT	BC
WMS	1-688'	1999	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	7745LC	BC
WMS	1-721'	1995	IHC	T/A Tractor	Coquitlam	1K1SCA4P4SH1609546	0377JT	BC
WMS	1-791'	1999	KENWORTH	S/A Tractor	Coquitlam	1K1SCA4P4SH1609546	0377JT	BC
WMS	1-788'	2007	FREIGHTLINER	L/D C c/c Tractor	Coquitlam	1K1SCA4P4SH1609546	0322JT	BC
WMS	1-790'	2004	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	0723JT	BC
WMS	1-791'	2004	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	0723JT	BC
WMS	1-797'	2000	FREIGHTLINER	S/A Tractor	Coquitlam	1K1SCA4P4SH1609546	2408KC	BC
WMS	1-800'	2005	GMC	Peak Van	Coquitlam	1K1SCA4P4SH1609546	2466RD	BC
WMS	1-801'	2004	FORD	Peak Van	Coquitlam	1K1SCA4P4SH1609546	BM1307	BC
WMS	1-819'	2000	IHC	S/A Tractor	Coquitlam	1K1SCA4P4SH1609546	3015KY	BC
WMS	1-834'	2004	FORD	Peak Van	Coquitlam	1K1SCA4P4SH1609546	HL2327	BC
WMS	1-842'	2005	FORD	Peak Van	Coquitlam	1K1SCA4P4SH1609546	841439	BC
WMS	1-846'	2004	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	ES5918	BC
WMS	1-847'	2005	IHC	Container Truck	Coquitlam	1K1SCA4P4SH1609546	EP9917	BC
WMS	1-893'	2008	IHC	L/D Tractor	Coquitlam	1K1SCA4P4SH1609546	P99183	BC
N/A	1-928'	1998	CATERPILLAR	Container Forklift	Coquitlam	1K1SCA4P4SH1609546	04095X	BC
N/A	1-940'	1998	DORGE	Container Forklift	Coquitlam	1K1SCA4P4SH1609546	Y99A08	BC



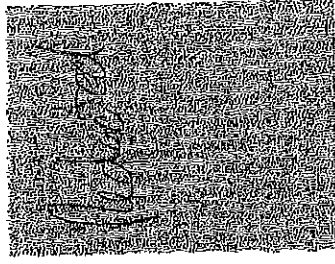
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Location	Unit #	Paint Code	Year	Make	Vehicle Type	Vehicle #	License	License Prov
OCEAN DELTA	2-070	WMS	1976	RUUSHAUF	3 Container Trailer	577769404	13810Y	BC
Coquitlam	2-301	WMS	1977	RUUSHAUF	4 Container Trailer	27807	48B04C	BC
Coquitlam	2-305	WMS	1976	MONSON	Pallet Trailer	27807401	36925Y	BC
Coquitlam	2-320	WMS	1980	RUUSHAUF	3 Container Trailer	802542145	21487W	BC
OCEAN DELTA	2-135	WMS	1987	FRUEHAUF	Drop Frame Pup	218V0271343023702	92510E	AB
Coquitlam	2-207	WMS	1978	THREVERER	Export 40' Chassis	1853389	91057C	BC
Coquitlam	2-240	WMS	1972	UTILITY	Export 40' Chassis	87231079	57977C	BC
Coquitlam	2-241	WMS	1978	DORSEY	Export 40' Chassis	107265	50665V	BC
Coquitlam	2-264	UWL	1986	STEWART	5 Container Trailer	29670828BTW013011	90095C	BC
Coquitlam	2-272	WMS	1981	TRAILMOBILE	5 Container Trailer	131189443	94477S	AB
Coquitlam	2-281	WMS	1983	GREAT DANE	Drop Frame Pup	16N495411DR082710	28888W	BC
Coquitlam	2-283	WMS	1984	GREAT DANE	Drop Frame Pup	16N495411DR082710	28888W	BC
Coquitlam	2-290	WMS	1985	THURLOWAY	4 Container Trailer	219D26373011113	33127W	BC
Coquitlam	2-303	STG	1986	IHC	Drop Frame Pup	219F44591T065198	24799C	BC
Coquitlam	2-325	WMS	1985	GREAT DANE	Long Freight Box	16N440250X045519	424988	BC
Coquitlam	2-327	UWL	2000	KENTUCKY	Long Furniture Box	1K1K5323E3121382	60375D	BC
Coquitlam	2-383	MAVLE	2008	KENTUCKY	Long Furniture Box	1K1K5323E3121383	27290C	BC
Coquitlam	2-385	UWL	2008	KENTUCKY	Long Furniture Box	16M440250X045519	362748	BC
Coquitlam	2-402	UWL	2005	KENTUCKY	Long Furniture Box	1K1K5323E3121387	469098	BC
Coquitlam	2-408	UWL	2005	KENTUCKY	Long Furniture Box	1K1K5323E3121388	51265B	BC

Plate Code	Unit #	Year	Make	Vehicle Type	Location	Vehicle Type	Vin Number	Vin Number	Vin Number	License Prov	License
WMS	1-474	1999	IHC	Container Truck	Calgary	4 Container Trailer	4W40871	4529W	BC	BC	
WMS	1-475	1999	IHC	Container Truck	Calgary	5 Container Trailer	371648401	07652V	BC	BC	
SLH	1-554	2000	FRUEHAUF	179 C/e Tractor	Calgary	5 Container Trailer	377266801	782248	AB	AB	
WMS	1-527	1997	FRUEHAUF	Container Truck	Calgary - Elbow	5 Container Trailer	37121401	87252V	BC	BC	
WMS	1-520	2000	BRT	T/A Trailer	Calgary	5 Container Trailer	292290	BC	BC	BC	
WMS	1-525	1996	FRUEHAUF	L/D Tractor	Calgary	5 Container Trailer	37734584	43207V	BC	BC	
WMS	1-529	1994	FRUEHAUF	T/A Tractor	Calgary	Drop Frame Pup	771738	BC	BC	BC	
WMS	1-748	2000	KERRWORTH	Container Truck	Calgary	3 Container Trailer	2757042616N5233202	47872V	AB	AB	
WMS	1-782	2002	FORD	Peck Van	Calgary	Long Freight Box	EX0459008	944	Calgary	Calgary	
WMS	1-827	2005	BIC	Container Truck	Calgary	Export 45' Chassis	4KX753777106861	94189W	BC	BC	
WMS	1-848	2005	BIC	Container Truck	Calgary	Long Furniture Box	XCJ0402070783793	39897W	BC	BC	
N/A	1-927	1994	VALMAR	Container Pallet	Calgary	28' Chassis	X19D736155101112	33116W	KC	KC	
WMS	2-015	1974	ATCO	1974 ATCO	Calgary	4 Container Trailer	2KXV6311W1112288	41316W	BC	BC	
WMS	2-057	1974	FRUEHAUF	1974 FRUEHAUF	Calgary	5 Container Trailer	2H93936141012365	N5365A	AB	AB	
WMS	2-075	1979	FRUEHAUF	1979 FRUEHAUF	Calgary	Long Furniture Box	2PWX52193WZ19112	51022W	BC	BC	
WMS	2-081	1980	FRUEHAUF	1980 FRUEHAUF	Calgary	Export 45' Chassis	2GFA007878094340	17305V	BC	BC	
WMS	2-107	1980	FRUEHAUF	1980 FRUEHAUF	Calgary	Long Furniture Box	2GFA007878094340	17305V	BC	BC	
WMS	2-208	1987	FRUEHAUF	1987 FRUEHAUF	Calgary	Long Furniture Box	2GFA007878094340	17305V	BC	BC	
WMS	2-207	1987	FRUEHAUF	1987 FRUEHAUF	Calgary	3 Container Trailer	2B870741500464575	78268W	BC	BC	
WMS	2-233	1992	TRAILMOBILE	1992 TRAILMOBILE	Calgary	Long Furniture Box	1XKV5125KL14230	15041V	BC	BC	
WMS	2-257	1973	FRUEHAUF	1973 FRUEHAUF	Calgary	Long Furniture Box	1XKV5125KL14230	15041V	BC	BC	
WMS	2-270	1986	KENTUCKY	1986 KENTUCKY	Calgary	4 Container Trailer	1XKV5125KL14230	15041V	BC	BC	
WMS	2-287	1985	TRAILMOBILE	1985 TRAILMOBILE	Calgary	4 Container Trailer	212D1656165011080	865901	AB	AB	
WMS	2-288	1984	THRUWAY	1984 THRUWAY	Calgary	Long Furniture Box	1KXV6323SLZ11384	38316B	BC	BC	
WMS	2-302	1987	KENTUCKY	1987 KENTUCKY	Calgary	Drop Frame Pup	2H93936141012365	N5365A	AB	AB	
WMS	2-312	1989	KENTUCKY	1989 KENTUCKY	Calgary	5 Container Trailer	2H93936141012365	N5365A	AB	AB	
WMS	2-330	1989	GREAT DANE	1989 GREAT DANE	Calgary	Long Furniture Box	2PWX52193WZ19112	51022W	BC	BC	
WMS	2-354	2000	GREAT DANE	2000 GREAT DANE	Calgary	Long Furniture Box	2GFA007878094340	17305V	BC	BC	
WMS	2-362	2000	UBILT	2000 UBILT	Calgary	3 Container Trailer	2B870741500464575	78268W	BC	BC	
WMS	2-350	1999	KENTUCKY	1999 KENTUCKY	Calgary	Long Furniture Box	1XKV5125KL14230	15041V	BC	BC	
WMS	2-367	1986	THRUWAY	1986 THRUWAY	Calgary	Long Furniture Box	1XKV5125KL14230	15041V	BC	BC	
WMS	2-365	1985	THRUWAY	1985 THRUWAY	Calgary	4 Container Trailer	212D1656165011080	865901	AB	AB	
WMS	2-392	1988	MANAC	1988 MANAC	Calgary	Long Furniture Box	1KXV6323SLZ11384	38316B	BC	BC	
WMS	2-410	2007	MANAC	2007 MANAC	Calgary	Drop Frame Pup	2H93936141012365	N5365A	AB	AB	
WMS	2-415	2006	DRAKE	2006 DRAKE	Calgary	5 Container Trailer	2H93936141012365	N5365A	AB	AB	
WMS	2-408	2010	STEWART	2010 STEWART	Calgary	Long Furniture Box	2D951H05761041581	62394B	BC	BC	
WMS	1-238	1981	FRUEHAUF	1981 FRUEHAUF	Calgary	Convales	2S9F83B7AV02B08	64767C	BC	BC	
WMS	1-31	1989	STEWART	1989 STEWART	Calgary	High Boy Pup	2PFX0594M4522289	40184V	BC	BC	
WMS	1-33	1989	STEWART	1989 STEWART	Calgary	Convales	2S9F83B7AV02B08	64767C	BC	BC	
WMS	1-33	1989	STEWART	1989 STEWART	Calgary	Convales	2S9F83B7AV02B08	64767C	BC	BC	
WMS	1-33	1989	STEWART	1989 STEWART	Calgary	Convales	2S9F83B7AV02B08	64767C	BC	BC	
WMS	6-405	1992	TRAILMOBILE	1992 TRAILMOBILE	Calgary	Long Freight Box	2PFX0594M4522289	40184V	BC	BC	



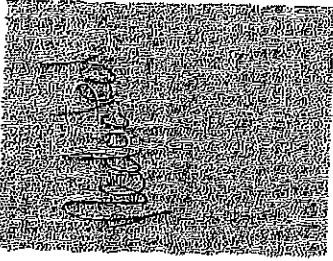
Skyline	Calgary	'8-410'	WMS	1592 TRAIL/MOBILE	Calgary	2FEV048761652448L5	34840B	1C
Ocean	Calgary Ocean	'6-803'	WMS	1591 STEWART	Calgary	2S9062210N1V031024	06321B	6C
Ocean	Calgary Ocean	'5-621'	WMS	1581 STEWART	Calgary	2FEV0271005085702	406008	6C
Skyline	Calgary	'8-23'	WMS	1589 STEWART	Calgary	44035D	31C	
Main	Calgary	'8-24'	WMS	1585 FRUEHAUF	Calgary			
Main	Calgary	'8-25'	WMS	1590 FRUEHAUF	Calgary	2FEV02719150187301		



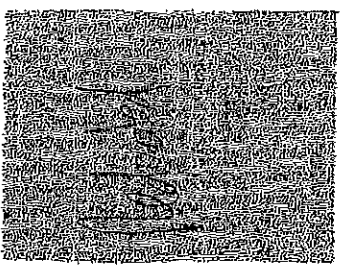
UNIT NUMBER DESCRIPTION
 U-CAN CONTAINERS
 2 @ Skyline

UNIT #	Location
1801	Calgary
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1815	Calgary
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8143	Calgary
8144	Calgary
8153	Calgary
8154	Calgary
8155	Calgary
8194	Calgary
8197	Calgary
9106	Calgary
9119	Calgary
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9136	Calgary
9162	Calgary
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9341	Calgary
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9263	Calgary

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9271	Category
9271	Category
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	Category

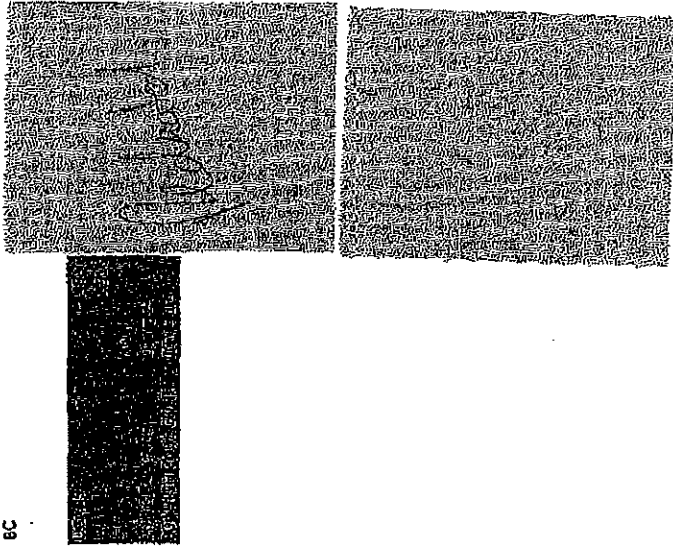


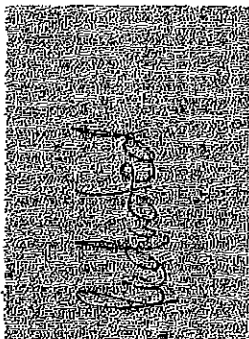
Point Code	Unit #	Year	Make	Vehicle Type	Location	Vin Number	License	License Prov
WMS	'1-342'	1999	CHEV	Pack Van	Kelowna	2661651094433066	0924XF	BC
WMS	'1-365'	1994	IHC	S/A Tractor	Kelowna	145H8AUNRNH6D2868	3078YA	BC
WMS	'1-506'	1996	FORD	Econo Line	Kelowna	1JFT4S24H9TH4Z2264	6746DC	BC
WMS	'1-550'	1999	IHC	Container Truck	Kelowna	1HTSCAAP9AF60L715	4264LR	BC
STG	'1-597'	1999	INTERNATIONAL	Straight Truck	Kelowna	1HTSLAAN880H64137	6635LE	BC
WMS	'1-660'	1994	FREIGHTLINER	L/D Tractor	Kelowna	1XDDU93XXR957769	1228KH	BC
WMS	'1-765'	1989	KENWORTH	T/A Tractor	Kelowna	1FUYZC187RL75089	D18099	BC
WMS	'1-786'	2007	KENWORTH	Straight Truck	Kelowna	2NKMMD8X67M994800	ES5146	BC
WMS	'1-787'	2007	FREIGHTLINER	L/D/C e/o Tractor	Coquillam	1FUJAWC1K71C2B32E	P936D9	BC
WMS	'1-789'	2004	IHC	Container Truck	Kelowna	1FTMNA44994H605189	H67894	BC
WMS	'1-813'	2007	IHC	L/D Tractor	Coquillam	2H5CHAP RX7CA13831	1298SP	BC
WMS	'1-826'	2007	FREIGHTLINER	L/D/C e/o Tractor	Kelowna	1FUJAWC1K71Y83240	P91981	BC
WMS	'1-837'	2004	IHC	Container Truck	Kelowna	1HTMMAA1P05H691971	EF5021	BC
WMS	'1-839'	2006	IHC	Container Truck	Kelowna	1HTMMAA1P56H695108	EF5920	BC
WMS	'1-949'	2005	IHC	Straight Truck	Kelowna	1HTMMAA1P55H695111	H40077	AB
N/A	'9-39'	2003	CAT	Container Forklift	Kelowna	30P1D064	AT8413	BC
N/A	'1-407'			Forklift	Kelowna			

Location	Unit #	Paint Code	Year	Make	Vehicle Type	Vin Number	License	License Prov
Kelowna	'2-067'	WMS	1976	FRUEHAUF	3 Container Trailer	37V7584D1	00876B	BC
Kelowna	'2-072'	WMS	1977	FRUEHAUF	3 Container Trailer	37V7586C2	P95991	AB
Kelowna	'2-079'	WMS	1977	FRUEHAUF	4 Container Trailer	37V811D01	96313B	BC
Kelowna	'2-087'	WMS	1979	DSLE DIAMOND	5 Container Trailer	245AR779	Y09345	AB
Kelowna	'2-100'	WMS	1981	FRUEHAUF	Container Side			
Kelowna	'2-146'	WMS	1978	FRUEHAUF	4 Container Trailer	2H8F86S15B02064502	3683Y	BC
Kelowna	'2-195'	WMS	1978	THRUWAY	5 Container Trailer	462DFC4578	64721C	BC
Kelowna	'2-200'	WMS	1987	FRUEHAUF	Drop Frame Pup	2H8V02715HSD23703	64608D	BC
Kelowna	'2-201'	WMS	1987	FRUEHAUF	Drop Frame Pup	2H8V02710HSD23705	44107D	BC
Kelowna	'2-220'	WMS	1989	FRUEHAUF	Drop Frame Pup	2F8V02718KS035701	64860D	BC
Kelowna	'2-277'	WMS	1987	KENTUCKY	Long Furniture Box	1KXV83022VM108573	93089W	BC
Kelowna	'2-281'	UWL	1988	KENTUCKY	Long Furniture Box	1KXV8512XW112287	22287B	BC
Kelowna	'2-281'	WMS	2000	GREAT DANE	Long Furniture Box	1GRAD0623Y8054944	70898W	BC
Kelowna	'2-283'	WMS	2000	GREAT DANE	Long Freight Box	1GRAD0623Y8054941	37273Y	BC
Kelowna	'2-284'	UWL	1994	KENTUCKY	Long Furniture Box	1KXV85127VM111176	84662W	BC
Kelowna	'2-408'	WMS	1994	TISCO	Misc Trailer	2T8A3133R1119107	57123B	BC
Kelowna	'2-414'	STG	2007	MANAC	Drop Frame Pup	2M591082271111849	57125B	BC
Kelowna	'2-419'	STG	2007	MANAC	Drop Frame Pup	2M591082671111854	58577A	BC
Kelowna	'2-420'	WMS	1989	GREAT DANE	High Boy Pup	1P1K28188X0218551	77220B	BC
Kelowna	'2-423'	WMS	2008	MANAC	Drop Frame Pup	2M591062361116946	81286B	BC
Kelowna	'2-508'	WMS	2008	MANAC	Drop Frame Pup	2M591062361116948	81888B	BC
Kelowna	'6-234'	WMS	1991	ROUSSEY	Drop Frame Pup	2H1183V696L001283	10523W	BC
Kelowna	'6-235'	WMS	1991	FRUEHAUF	High Boy Pup	2F8V02912M5222355	40150V	BC
Kelowna	'6-245'	WMS	1991	FRUEHAUF	High Boy Pup	2F8V02914M5222356	40161W	BC
Kelowna	'6-247'	WMS	1991	FRUEHAUF	High Boy Pup	2F8V02917M5222346	40171V	BC
Kelowna	'6-247'	WMS	1991	FRUEHAUF	High Boy Pup	2F8V02910M5222348	40173V	BC

Kelowna	'6-249'	WMS	1981 FRUEHAUF	High Boy Pup	2FRV0291SNMS222350	4017SV	BC
Kelowna	'6-28'	WMS	1989 STEWART	Converters	259C06216KRV013003	84543E	BC
Kelowna	'6-33'	WMS	1988 STEWART	Converters			
Kelowna	'6-37'	WMS	1996 STEWART	Converters	259C0621DTV013005	844988	BC
Kelowna	'6-400'	WMS	1992 FRUEHAUF	Long Freight Box	2FEV0482BN5233301	45205V	BC
Kelowna	'6-402'	WMS	1992 FRUEHAUF	Long Freight Box	2FEV0482XN5233302	45206V	BC
Kelowna	'6-407'	MAVFL	1992 TRAILMOBILE	Long Freight Box	2FRV0482DN5244802	41880W	BC
Kelowna	'6-618'	WMS	1991 STEWART	Converters	259C062122MNV013020	51164C	BC
Kelowna	'8-08'	WMS	1975 FRUEHAUF	3 Container Trailer	37W668601	P28178	AB
Kelowna	'8-14'	WMS	1988 STEWART	3 Container Trailer	259Z2701UUV013015	72546V	BC
Kelowna	'8-25'	WMS	1989 FRUEHAUF	Drop Frame Pup	2FEV02711KSO33703	31988C	BC
Kelowna	'8-31'	WMS	1990 FRUEHAUF	Drop Frame Pup	2FEV027101S187201	57447D	BC

UNIT #	Location
1810	Kelowna
1811	Kelowna
1813	Kelowna
1817	Kelowna
	Kelowna
	Kelowna
	Kelowna
8152	Kelowna
8154	Kelowna
8157	Kelowna
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8234	Kelowna
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8237	Kelowna
8244	Kelowna
8246	Kelowna
8248	Kelowna
8250	Kelowna

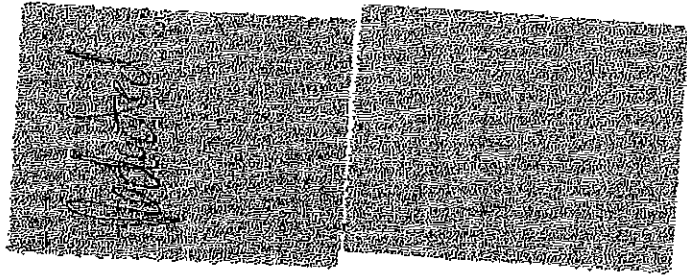




9261	Kelowna
9269	Kelowna
9273	Kelowna
9278	Kelowna
18-2	Kelowna
18-4	Kelowna
18-5	Kelowna
18-6	Kelowna
9503	Kelowna
	Kelowna
	Kelowna

Paint Code	Unit #	Year	Make	VehicleType	Location	VinNumber	License	LicenseProv
WMS	'1-653'	1988	CHEV	Pack Van	Prince George	1GB1681F1W4057075	D942Z8	BC
WMS	'1-583'	2001	W/STAR	L/D/C Tractor	Prince George	ZWKNDDBJJK1967464	F9360D	BC
WMS	'1-581'	1998	HC	Container Truck	Prince George	1HTSCA4A4ZWH606419	7987ES	BC
SLH	'1-624'	1999	FRIGHTLINER	Container Truck	Prince George	1FV6F8BSXHA18604	H8430	BC
SLH	'1-657'	2005	FRIGHTLINER	L/D/C c/o Tractor	Prince George	1FYHAWC83LDS1D4	09159P	BC
SLH	'1-851'	2007	FRIGHTLINER	L/D/C c/o Tractor	Prince George	1FVHAWC6S71W92667	12739P	BC
SLH	'1-852'	2007	FRIGHTLINER	L/D/C c/o Tractor	Prince George	1FVHAWC6S71Y42945	12740P	BC
N/A	'9-41'	2002	CAT	Container Forklift	Prince George	SDP00359	04094X	BC

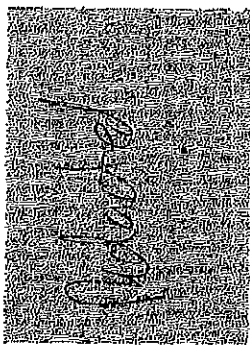
Location	Unit #	Paint Code	Year	Make	VehicleType	VinNumber	License	LicenseProv
PG	'2-134'	WMS	1981	FRUEHAUF	4 Container Trailer	2B570E2A6B2084401	36846Y	BC
PG	'2-271'	UVL	1996	KENTUCKY	Long Furniture Box	ZKKVES3L4T1J05991	105L1W	BC
PG	'2-304'	WMS	1996	ITBC	Drop Frame Pup			
PG	'2-324'	WMS	1999	GREAT DANE	Long Freight Box	16RAA06SXB1845540	81611W	BC
PG	'2-344'	UVL	1988	KENTUCKY	Long Furniture Box	ZKKV55122W1L11165	84658W	BC
PG	'2-404'	UVL	2006	GREAT DANE	Long Freight Box	16RAA0E2B8B702614	08773C	BC
PG	'2-407'	WMS	2007	GREAT DANE	Long Freight Box	Z6RAA05267870782	57096B	BC
PG	'6-235'	WMS	1991	FRUEHAUF	High Bay Pup	2F8V029L6NSZ22337	40162V	BC
PG	'8-20'	WMS	1975	FRUEHAUF	3 Container Trailer		37W6695D1	3686DY
PG			1988	FRUEHAUF	Drop Frame Pup	ZH8V0271X1051504	80877Y	BC
PG			1989	STEWART	3 Container Trailer		Z59Z270LQKV01300B	11474Y



UNIT #	Location	DESCRIPTION
8133	PG	
8146	PG	
8170	PG	
8182	PG	
8187	PG	
8185	PG	
9107	PG	
9184	PG	
9196	PG	
9202	PG	
9212	PG	
9213	PG	
9228	PG	
9262	PG	
9268	PG	
9245	PG	
9248	PG	
9262	PG	

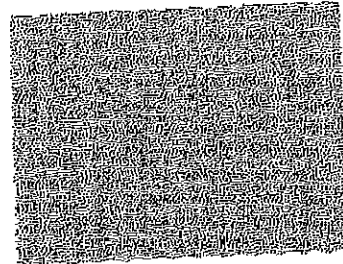
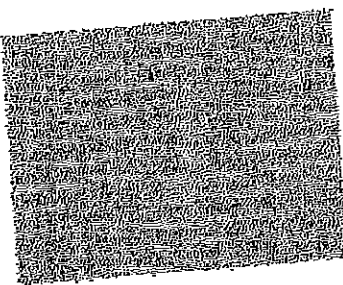
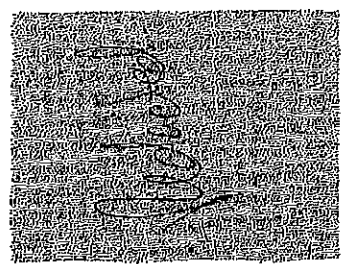
UNITVAN

UNIT NUMBER	DESCRIPTION
B2402	24' REMOVABLE BOX PG
B2403	24' REMOVABLE BOX PG
#3	20' O/S PG
#49	20' O/S PG



1818	PG
	PG

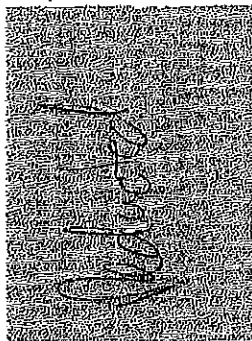
Confirmed with Brad Garval's March 5



Paint Code	Unit #	Year	Make	Vehicle Type	Location	Vin Number	License	License Prov
WMS	'1-42'	1981	KNIGHT	Booster	Terrace	20604	53332B	BC
TEAL	'1-52A'	1995	WESTERN STAR	T/A Tractor	Terrace	2W1PDCJH9K986030	5505DT	BC
WMS	'1-55A'	2001	W/STAR	L/D/C Tractor	Terrace	2W1RND03J1K967465	P9600E	BC
WMS	'1-73B'	2001	FREIGHTLINER	Straight Truck	Terrace	3FV8XAK9LH1Z7781	P9600S	BC
WMS	'1-76B'	1999	KW	Straight Truck	Terrace	2N1RKH7K4X595598	3249US	BC
WMS	'1-769'	2005	KENWORTH	L/D Tractor	Terrace	1XKWD0X15R979123	1581SP	BC
WMS	'1-790'	2005	KENWORTH	L/D Tractor	Terrace	1XKWD0X05N879122	1581SP	BC
WMS	'1-815'	2006	KENWORTH	L/D Tractor	Terrace	1XKWD0X046R98652	1581AP	BC
WMS	'1-833'	1994	ASPEN	Jeep	Terrace	2A91T301R5037143	53302B	BC
WMS	'1-840'	2007	KENWORTH	T/A Tractor	Terrace	1XKWD040X87981962	551145	BC
WMS	'1-855'	2006	CHEV	Peck Van	Terrace	1GB1E312A51223487	3832LB	BC
WMS	'1-889'	2005	IHC	Container Truck	Terrace	1HTNMAAP95H695108	HA3700	BC
WMS	'1-889'	2005	KENWORTH	T/A Tractor	Terrace	1XKDD080X05R982576	HA3773	BC
WMS	'1-925'	2002	Kenworth	Straight Truck	Terrace	2NKMHD8X2JN954185	JA0217	BC
WMS	'81'	1984	Cherrollet	Econo Lite	Terrace	5GCBK4Y722116011	1428KC	BC
N/A	'1-101'	1971	CLARK	T/A Tractor	Terrace	2XKWD089X1GM916466	8081ES	BC
				Container Forklift	Terrace	HY1425-472141	AT8415	BC

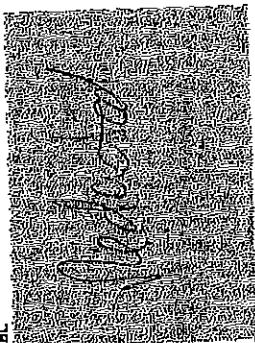
Location	Unit #	Paint Code	Year	Make	Vehicle Type	Vin Number	License	License Prov
Terrace	'2-084'	WMS	1978	DBLE DIAMOND	55 ton Lowbed	2455P278	51183C	BC
Terrace	'2-159'	WMS	2001	UBILT	5 Container Trailer	2B63D228495DT4575	5247ZW	BC
Terrace	'2-266A'	WMS	1996	ASPEN	3 Container Trailer	2A91B508RTS037080	06507D	BC
Terrace	'2-266B'	WMS	1996	ASPEN	Low Bed	2A91T301R5037066	03942W	BC
Terrace	'2-297'	WMS	1998	ASPEN	Jeep	2A91T3574M5037099	95141W	BC
Terrace	'2-335'	WMS	2001	ASPEN	Jeep	2A91B5637J5X87001	61253C	BC
Terrace	'2-392'	WMS	1997	GREAT DANE	48' Flat Deck	1GRDM9625VM024804	34850B	BC
Terrace	'2-411'	STG	2007	MANNAC	Drop Frame Pup	2M550202074111851	58674B	BC
Terrace	'2-418'	WMS	1989	GREAT DANE	High Boy Pup	1PNR28196X12185105	77231B	BC
Terrace	'2-420A'	WMS	2007	ASPEN	Low Bed	2A91B5347N125196	22873D	BC
Terrace	'2-420B'	WMS	2007	ASPEN	Low Bed	2A91T301R5037125185	81899B	BC
Terrace	'5-232'	SILH	1981	FRUEHAUF	Converters	2FEV02318MS223918	40163V	BC
Terrace	'6-257'	WMS	1991	FRUEHAUF	High Boy Pup	2FEN02943M6222844	40169Y	BC
Terrace	'6-263'	WMS	1991	STEWART	Converters	259C06211MV018205	02940D	BC
Terrace	'6-623'	WMS	1978	FRUEHAUF	3 Container Trailer	372105702	38214D	BC
Terrace	'8-151'	WMS						BC

UNIT #	Location	DESCRIPTION
8154	Terrace	U-CAN CONTAINERS
8700	Terrace	CITY S
9150	Terrace	
9159	Terrace	
9191	Terrace	
9194	Terrace	
9216	Terrace	
9212	Terrace	
9251	Terrace	



9232	Terrace
9252	Terrace
9258	Terrace
9266	Terrace
1803	Terrace
	Terrace - Bow Valley

Tramac	Tramac	Paint Code	Unit #	Year	Make	VehicleType	Location	VehicleNumber	License	LicenseProv
		WMS	'1-692'	2001	FREIGHTLINER	L/D/C o Tractor	Kamloops-Tramac	1FVNDYB5W1L95755	P91322	BC
		SLH	'1-700'	2003	FREIGHTLINER	L/D/C o Tractor	Kamloops-Tramac	1PVHAWCG93L05107	00888P	BC
RMRT		Location	Unit #	Paint Code	Year	Make	VehicleType	VehicleNumber	License	LicenseProv
		Kamloops	'2-421'	WMS	2008	MANAC	Drop Frame P-up	2MS9L8Z1B116445	81885B	BC
		Kamloops	'6-232'	WMS	1991	FRUEHAUF	High Boy Pup	2FEV02919MS222393	40159V	BC
		Kamloops	'6-246'	WMS	1991	FRUEHAUF	High Boy Pup	2FEV02919MS222347	00850B	BC
		Kamloops	'6-617'	WMS	1991	STEWART	Converters	25905Z14WV013018	18513Y	BC



Location	Kamloops
	9236
	Kamloops

Location	Unit #	Paint Code	Year	Make	VehicleType	VinNumber	License	LicenseProv
Cranbrook	'2-072'	WMS	1976	FRUEHAUF	3 Container Trailer	37Y768406	68027V	BC
Cranbrook	'2-081'	WMS	1978	FRUEHAUF	5 Container Trailer	2BG7072457Z849001	38082C	BC
Cranbrook	'2-206'	WMS	1987	FRUEHAUF	3 Container Trailer	2H880271XH2001801	26505W	BC
Cranbrook	'2-352'	UVL	1989	KENTUCKY	Long Furniture Box	1KKVES129K114212	84667W	BC
Cranbrook	'2-394'	UVL	2005	KENTUCKY	Long Furniture Box	1KKVES32251217398	38276D	BC
Cranbrook	'2-413'	UVL	2007	MANAC	Drop Frame Pup	2M591082471111853	48931C	BC
Cranbrook	'6-239'	WMS	1991	FRUEHAUF	High Boy Pup	2FEV02916MS222340	40165V	BC
Cranbrook	'6-34'	WMS	1988	STEWART	Converters	2S9C06513WV013002	39107W	BC
Cranbrook	'6-616'	WMS	1991	STEWART	Converters	2S9C06212MV013017	46839D	BC

Location	Unit #	Paint Code	Year	Make	VehicleType	VinNumber	License	LicenseProv
Lethbridge	'2-349'	UVL	1999	KENTUCKY	Long Furniture Box	1KKVES129K114209	84664W	BC
Lethbridge	'6-30'	WMS	1989	STEWART	Converters	2S9C06211KV013006	547275	AB
Lethbridge	'8-19'	WMS	1988	FRUEHAUF	Drop Frame Pup	2H8V02718JS051503	80976Y	BC
Lethbridge	'8-22'	WMS	1989	STEWART	3 Container Trailer	2S9Z27010KV013009	76073V	BC
Lethbridge	'8-27'	WMS	1989	FRUEHAUF	Drop Frame Pup	2FEV0271SKS035705	94037W	BC

UNIT #	Location
8138	Cranbrook
8145	Cranbrook
8166	Cranbrook
8186	Lethbridge
8189	Lethbridge
8190	Cranbrook
9157	Cranbrook
9172	Cranbrook
9173	Cranbrook
9180	Cranbrook
9192	Cranbrook
9197	Cranbrook
9203	Cranbrook
9240	Lethbridge
9250	Lethbridge
9251	Cranbrook
9T003	Lethbridge
1816	Cranbrook

1820	Cranbrook
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confirmed March 4 with Albert and Earl

Location Prince Rupert
Unit # 9-30'
Paint Code
Year 1988
Make CATE
VehicleType Cont Forklift
ViniNumber 68Y01235
License D4074X
LicenseProv BC

UNIT NUMBER	CITY	LOCATION
1-524	Terrace	Bow Valley Mechanical
20-01	Terrace	Bow Valley Mechanical
2-902	Delta	Ocean Trailer
2-068	Delta	Ocean Trailer
2-217	Delta	Ocean Trailer
1-617	Calgary	Glover International
2-410	Calgary	Ocean Trailer
6-608	Calgary	Ocean Trailer
6-622	Calgary	Ocean Trailer
6-29	Calgary	SLH
6-15	Calgary	SLH
2-421	Kamloops	RMRT
6-232	Kamloops	RMRT
6-246	Kamloops	RMRT
6-617	Kamloops	RMRT
1-692	Kamloops	Trimac
1-700	Kamloops	Trimac
8211	Kamloops	Trimac
9238	Kamloops	Trimac
1-797	Nanaimo	Brian Salik
2-422	Nanaimo	Brian Salik
4567	Nanaimo	Brian Salik

SCHEDULE "C" – THE COMPANY'S AND AUCTIONEER'S RESPONSIBILITIES

The following sets out the Company's and Auctioneer's responsibilities with respect to the disposition of the Assets. The parties acknowledge and agree that:

General

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with the Company and is otherwise not the Company's employee or assign, nor is it assuming the legal responsibilities, duties or obligations of the Company or of a "Secured Party" including but not limited to as set out in Section 17 and Part 5 of the *Personal Property Security Act, R.B.C.*, as amended, (the "PPSA") or the like provisions contained within the *Personal Property Security Act, R.S.A.*
2. The Auctioneer will carry out the Sales Process in an orderly and professional manner, in accordance with industry practices.
3. It is agreed that existing security and communications systems (if any) shall remain operational until the General Deadline, except in the case of the Victoria and Edmonton Premises when they shall remain operational until the February Deadline. The Company agrees to have representatives familiar with the Assets available to the Auctioneer for sales and listing purposes.
4. The Auctioneer will not be responsible for the following costs, even if such are payable:
 - (a) lease payments to third parties under any leases of the Assets;
 - (b) any environmental costs;
 - (c) any legal costs associated with dealing with claims liens against the assets; and,
 - (d) any product warranties or liabilities.
5. The Auctioneer will determine the best way of selling the Assets, whether by private or public sale or by auction or otherwise.

Taxes

6. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to the Company, all social services tax, goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.

Insurance

7. The Auctioneer will maintain insurance, and will provide to the Company proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming the Company as beneficiary of such insurance, providing for coverage

of not less than \$5,000,000 per occurrence and otherwise in a form satisfactory to the Company acting reasonably.

8. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Sales Process shall be considered Gross Sale Proceeds.
9. As required by Workers Compensation Board ("WCB") regulations, the Company is to provide the necessary resources to ensure compliance with the WCB site safety regulations until the February Deadline and/or the General Deadline, as the case may be.

Event of Force Majeure

10. If the Auctioneer is delayed, interrupted or precluded from completing the Sales Process in accordance with this agreement by reason of Force Majeure, the Auctioneer shall give immediate notice thereof to the Company. The Auctioneer will be entitled to be paid so much of the amounts payable to it pursuant to this agreement to which it has become entitled as at the date of the event of *force majeure*. In the event that, acting reasonably, the parties are unable to negotiate a settlement, the matter will be determined in accordance with directions from the Court.

Environmental Indemnity

11. For the purposes of this Schedule "C", "Contaminants" means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership of which is subject to any laws, rules or regulations.
12. The Company will defend, indemnify and save harmless the Auctioneer and its directors, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal and other professional costs and the costs of removal, abatement, treatment, storage or disposal of Contaminants and remediation of the Premises and any other property affected) which may be paid by, incurred by or asserted against the Auctioneer or its directors, officers, employees, agents, successors or assigns for, with respect to, or as a direct or indirect result of, the presence of any Contaminants on, in or under, or the escape, seepage, leakage, spillage, discharge, emission or other release of any Contaminants on, under or from any part of the Premises existing or having occurred as of the date of this agreement, including but not limited to the removal, relocation, disassembly, modification, or inspection of the Assets pursuant to this Agreement, to the extent caused by the Company. For the avoidance of doubt, such indemnity shall not extend to any costs associated with Contaminants brought on to or created on the Premises by the Auctioneer subsequent to the date of this Agreement or the remediation

WILLIAMS MOVING & STORAGE (B.C.) LTD.,

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of any contamination resulting therefrom. This indemnity will survive any expiration or termination of this Agreement.