

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.

SECOND REPORT TO THE COURT
SUBMITTED BY DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE NOTICE OF INTENTION TO MAKE
A PROPOSAL FILED BY WILLIAMS MOVING & STORAGE (B.C.) LTD.

March 6, 2015

**SECOND REPORT OF THE TRUSTEE UNDER THE NOTICE OF INTENTION TO MAKE
A PROPOSAL FILED BY WILLIAMS MOVING & STORAGE (B.C.) LTD.**

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- A. Order dated February 19, 2015 granting an extension of the time to file a Proposal to April 6, 2015**
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INTRODUCTION

1. This report is filed by Deloitte Restructuring Inc. in connection with its appointment as Trustee (“**NOI Trustee**”) under the Notice of Intention to make a Proposal (“**NOI**”) filed pursuant to Section 50.4 of the *Bankruptcy and Insolvency Act* (“**BIA**”) by Williams Moving & Storage (B.C.) Ltd. (“**Moving**” or the “**Company**”) on January 21, 2015.
2. On February 19, 2015, by Order of this Honourable Court, the Company was granted an extension of the time to make a Proposal to April 6, 2015. A copy of the extension Order dated February 19, 2015 is attached hereto as **Appendix A**.
3. This report is the NOI Trustee’s second report (“**Second Report**”) to the Court. This Second Report should be read in conjunction with the Proposal Trustee’s first report to the Court dated February 16, 2015 (“**First Report**”). The First Report addressed the Company’s request for a 45-day extension to these proceedings and the approval of certain asset sales.

PURPOSE OF REPORT

4. The purpose of this report is to provide this Honourable Court with information on the following:
 - (i) update on the activities of the Company since the First Report;
 - (ii) commentary on the Company’s cash flows since the First Report, including a comparison of actual to forecast; and
 - (iii) the NOI Trustee’s recommendation on the Company’s application pursuant to section 65.13 of the BIA for an order authorizing the Company to sell certain assets outside of the ordinary course.

TERMS OF REFERENCE

5. In preparing this report, we have relied upon financial information of the Company, discussions with management (“**Management**”) and its legal advisors.
6. The financial information of the Company has not been audited, reviewed or otherwise verified by us as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about the Company. Additionally, none of our procedures were intended to disclose defalcations or other irregularities. Were we to perform additional procedures or to undertake an audit

examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to our attention. Accordingly, we do not express an opinion or provide any other form of assurance on the financial or other information presented herein. We may refine or alter our observations as further information is obtained or brought to our attention after the date of this report.

7. The financial projections attached to this report were prepared by Management (except where noted). Although we have reviewed the assumptions underlying the projections for reasonableness, financial projections, by their nature, are dependent upon future events, which are not susceptible to verification. Actual results will vary from the information presented and the variations may be material.
8. We assume no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this report. Any use which any party makes of this report, or any reliance or decisions to be made based on this report, is the sole responsibility of such party.
9. All currency amounts referenced in this report are expressed in Canadian dollars, unless otherwise specified.

BACKGROUND

10. The Company operated for approximately 86 years providing moving, storage and freight forwarding services in Western Canada. Moving is a member of United Van Lines (Canada) Ltd., a network of moving companies located across Canada. As at January 21, 2015, the Company employed approximately 171 staff and 49 contractors prior to the NOI with facilities in Coquitlam, Victoria, Prince George, Prince Rupert, Terrace, Kelowna and Calgary. Moving's head office and main location of operations are situated at 2401 United Boulevard, Coquitlam, British Columbia.
11. The facilities where Moving operated are owned by either the Company or one of the related entities, Williams Holdings Ltd. ("**Holdings**") and Williams Transfer Ltd ("**Transfer**"), and collectively with Moving and Holdings, the "**Williams Group**". All entities in the Williams Group have common directors.

UPDATE ON THE GROUP'S OPERATIONS AND RESTRUCTURING EFFORTS

12. The NOI Trustee is of the view that the Company has provided its full cooperation and unrestricted access to its books and records. The NOI Trustee has continued to monitor the Company's affairs during this NOI proceeding along with reviewing the cash flow projection and variances to forecast as filed with the Office of the Superintendent of Bankruptcy on January 30, 2015.
13. Since the commencement of these proceedings, the Company has managed an orderly wind-down of its operations and has worked with the NOI Trustee to advance the sale and solicitation process in respect of the Company's assets in an effort to develop a viable proposal to its creditors.
14. The solicitation of the Company's assets for sale is subject to the requirements of the BIA and the maximum value of sales as authorized by the Court Order dated February 19, 2015 (which authorized individual sales up to \$50,000 with a cumulative total of \$300,000, with the consent of the NOI Trustee and PenCor (as defined in the First Report)). Accordingly, the NOI Trustee and PenCor have authorized the following asset sales:
 - (i) Packaging materials (including cartons, plastic bags, plastic wrap, tape and paper), gross purchase price of \$32,783.04;
 - (ii) One trailer unit (2004 Durabody), gross purchase price \$10,000;
 - (iii) Moving equipment (including moving industry specific pads, skins, straps, carpet runners, ramps, dollies, bins, ladders, carts and skids), gross purchase price \$37,500; and
 - (iv) Long term storage contracts located in Victoria, gross purchase price \$25,000.
15. The NOI Trustee is not aware of any material adverse changes to the Company's operations or restructuring efforts.

CASH FLOW AND LIQUIDITY

16. Below is a summary of the Company's actual cash flow as compared to its projection for the five week period ended February 25, 2015. A copy of the weekly actual cash flows and projection for the same period is attached hereto as **Appendix B**.

Williams Moving & Storage (B.C.) Ltd.				
Cash Flow Projection to Actual				
January 22, 2015 to February 25, 2015				
CDN \$'000	Forecast	Actual	Variance	
	Total	Total	\$	%
Opening cash	123	123	-	- %
Receipts				
United Van Lines (Canada) Ltd.	100	111	11	11%
Accounts receivable	565	1,388	823	146%
Total Receipts	665	1,499	834	125%
Disbursements				
Employees	(161)	(208)	(47)	(29%)
Insurance	(14)	(15)	(1)	(6%)
Rent	(43)	(41)	2	4%
Operating leases	(20)	(4)	17	82%
Building utilities & maintenance	(52)	(10)	42	81%
Security	(5)	(5)	0	5%
Contingency	(15)	(18)	(3)	(21%)
Trustee and legal fees	(85)	-	85	100%
Total Disbursements	(428)	(300)	127	30%
Net change in cash	238	1,199	961	405%
Closing cash	360	1,322	961	267%

17. The Company has achieved a net favourable cash flow variance of \$961,192 as compared to the projection for the period from January 29, 2015 to February 25, 2015. The Company's actual net cash flow for the period was a net inflow of \$1,198,759 as compared to a projection of \$237,567.

18. The principal reasons for the favourable variance of net cash flow are:

- (i) accounts receivable recoveries are higher and occurring faster than projected (favourable variance). This is due to Management's projected accounts receivable assumption being conservative with respect to the timing for receipts;

- (ii) Employee payroll costs are \$47,381 higher than projected (unfavorable variance). This is primarily due to a timing difference, the Company ultimately expects a favorable variance due to the reduction of employee headcount faster than Management's projected cash flow assumptions;
- (iii) Contingency costs are \$3,048 higher than projected (unfavourable variance). This relates to customer credit card reversals which have been processed without the Company's authorization. The Company is addressing this matter with its credit card supplier; and
- (iv) Trustee fees and legal fees were \$85,000 lower than projected (favourable variance). This is due to a timing difference; outstanding fees are expected to be paid in the coming weeks.

19. The NOI Trustee is of the view that the Company is acting in a manner consistent with the Company's cash flow projection and as at the date of this Second Report, there have been no material adverse changes to the Company's cash flow since the commencement of these proceedings.

PROPOSED ROLLING STOCK EQUIPMENT SALE

20. The Company issued a Request for Proposals ("RFP") on February 3, 2015 seeking offers to auction and/or purchase the Company's rolling stock equipment ("RS Equipment"). The RFP was issued to five parties which the Company deemed to have the relevant experience and capability to deal with the RS Equipment. RFP responses were due by February 12, 2015.
21. As a result of the RFP process, the Company received and considered four proposals to auction and/or purchase the Company's RS Equipment.
22. The proposals received, all from arm's length parties, included offers for the outright purchase of the RS Equipment, net minimum guarantee ("NMG") sales, straight commission sales and private sales. The Company completed a comparison of the proposals on a "like for like" basis to determine the proposal which provided the highest realization for the RS Equipment, taking into consideration the risks associated with each method of sale.
23. After careful consideration and comparison of the proposals, the Company is of the view that Maynards Industries Ltd.'s ("Maynards") NMG proposal is the superior proposal and in the best interests of the Company and its creditors.

24. While it is possible that a straight commission arrangement may ultimately provide a higher realization to the Company, given the additional risk associated with the uncertainty of gross proceeds of sale, the Company did not consider the increased possible realization being worth the increased risk.

25. A redacted copy of the Maynards Auction and Liquidation Services Agreement (“**Agreement**”) is attached hereto as **Appendix C**. The Agreement contains certain information that Maynards believes should not be made public for the following reasons:

- (i) if the information were made public, it may enable potential purchasers to determine the lower end of the range of values ascribed to the RS Equipment by Maynards, thereby potentially resulting in lower bids upon their sale; and
- (ii) in the future, the information may be used by Maynards’ competitors to gain a competitive advantage when making proposals.

Accordingly, Maynards will be seeking a sealing order in relation to the Agreement. Therefore, the NOI Trustee has not disclosed values pertaining to the Agreement in this Second Report. However, the NOI Trustee has reviewed an unredacted copy of the Agreement.

26. The key terms of the Agreement are:

- (i) Maynards will pay the Company a NMG payment less agreed upon amounts for costs relating to advertising, travel, sale preparation, minor refurbishing and equipment relocation;
- (ii) the next set increment of sale proceeds will be for the benefit of Maynards;
- (iii) proceeds of sale in excess of an agreed threshold will be divided between the Company and Maynards on an agreed upon percentage basis; and
- (iv) the RS Equipment is to be sold by way of private sale and/or online and in person auctions at certain premises of the Company.

27. The NOI Trustee is of the opinion that the proposed engagement of Maynards to sell the Company's RS Equipment is reasonable and in the best interest of the creditors based on:

- (i) the proposals received and analysis completed to compare the offers which support that the Maynards offer will result in the highest guaranteed realization for the Company and its creditors;
- (ii) it being an arm's length transaction which has followed a RFP process;
- (iii) secured creditors, Business Development Bank of Canada, BCMP Mortgage Investment Corporation in connection with Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp., and Dundarave Mortgage Investment Corp. have been provided with information regarding the terms of the Agreement and have raised no objections thereto;
- (iv) the NMG is in excess of the value of any liens or charges that are the subject of serial number security registrations; and
- (v) the RS Equipment represents approximately 35% of the anticipated realizable value of the assets in the Company. Given the Company's determination that it needs to wind down its operations, the cost to hold and maintain the RS Equipment is not warranted and it is in the best interests of the Company to dispose of the RS Equipment through an orderly process. Further an orderly sale process is likely to generate a higher return to the Company than piecemeal enforcement by individual secured creditors.


RECOMMENDATION

28. The NOI Trustee supports the Company's request that this Honourable Court grant an order approving the auction of the RS Equipment by Maynards pursuant to the Agreement.

All of which is respectfully submitted this 6th day of March 2015.

DELOITTE RESTRUCTURING INC.

In its capacity as Trustee under the Notice of Intention to Make a Proposal of Williams Moving & Storage (B.C.) Ltd. and not in its personal capacity.



Per: Melinda McKie, CMA, CIRP
Senior Vice President

APPENDIX A
ORDER DATED FEBRUARY 19, 2015 GRANTING AN EXTENSION OF TIME TO FILE A
PROPOSAL TO APRIL 6, 2015

SUPREME COURT
 OF BRITISH COLUMBIA
 VANCOUVER REGISTRY
 FEB 19 2015
 ENTERED

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.**

ORDER MADE AFTER APPLICATION

BEFORE)
) THE HONOURABLE MADAM)
) JUSTICE GROPPER) February 19, 2015
))
))

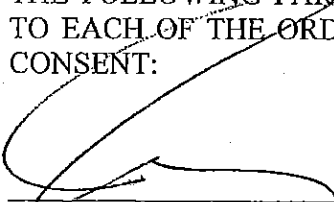
ON THE APPLICATION OF Williams Moving & Storage (B.C.) Ltd. (the "Company") coming on for hearing at Vancouver, British Columbia on Thursday, February 19, 2015 and on hearing John Grieve and Vicki Tickle, counsel for the Company, and those counsel listed in Schedule "A" hereto;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application and materials referred to therein be and is hereby abridged and the Notice of Application is properly returnable today.
2. The time for filing of the Company's proposal under Part III of the *Bankruptcy and Insolvency Act* be and is hereby extended to 11:59 p.m. on Monday, April 6, 2015.
3. Deloitte Restructuring Inc., the Trustee under the Notice of Intention to Make a Proposal which has been filed by the Company, shall mail a copy of this Order to all known creditors of the Company.

4. Endorsement by this Order by counsel appearing on this application, other than counsel for the Company, is hereby dispensed with.


THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



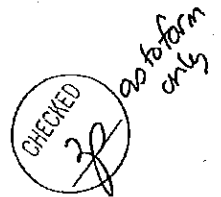
Signature of John Grieve
Lawyer for Williams Moving & Storage (B.C.)
Ltd.

BY THE COURT





REGISTRAR IN BANKRUPTCY



SCHEDULE "A"

List of Counsel

Name of Counsel	Party
Christopher Ramsay	BCMP Mortgage Investment Corporation by its administrative agent Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp.
Donald Robert	Unifor Local 114 + Unifor Canada

APPENDIX B

CASH FLOW PROJECTIONS COMPARED TO ACTUAL RESULTS FOR THE PERIOD JANUARY 22, 2015 TO FEBRUARY 25, 2015

Williams Moving & Storage (B.C.) Ltd.
Weekly Cash Flow Projection to Actual
January 22, 2015 to February 25, 2015

CDN \$'000	Week 0		Week 1		Week 2		Week 3		Week 4		Total Forecast	Total Actual	Total Variance
	Actual	Variance	Forecast	Actual	Forecast	Actual	Variance	Forecast	Actual	Variance			
Opening cash	123	-	379	379	486	596	487	793	394	1,191	123	123	-
Receipts	-	-	50	50	-	11	50	50	-	-	100	111	11
United Van Lines (Canada) Ltd.	270	124	264	264	50	297	40	357	75	211	565	1,388	823
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	270	124	304	307	50	307	90	407	75	211	665	1,499	834
Disbursements	-	3	(62)	(69)	-	(69)	(93)	(1)	(6)	(73)	(161)	(209)	(47)
Employees	-	5	(7)	(2)	-	(7)	(7)	(13)	-	-	(14)	(15)	(1)
Insurance	-	-	(4)	(4)	(38)	(37)	-	-	-	-	(43)	(41)	2
Rent	(4)	-	-	-	-	-	(9)	-	(8)	8	(20)	(4)	17
Operating leases	(6)	(5)	-	(5)	-	-	-	-	(47)	47	(52)	(10)	42
Building utilities & maintenance	-	-	-	-	-	-	-	-	(28)	28	-	-	28
Telecommunications	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-	-	(5)	5	(5)	(5)	5
Advertising	-	(5)	-	(5)	-	-	-	-	(5)	5	(5)	(5)	0
Security	(5)	(13)	(13)	(5)	-	(5)	(6)	6	(10)	(1)	(15)	(18)	(3)
Contingency	-	-	-	-	-	-	(8)	-	-	-	(8)	-	85
Trustee and legal fees	(14)	(14)	(87)	(111)	(38)	(111)	(193)	(8)	(108)	(60)	(428)	(300)	127
Total Disbursements	256	110	217	186	12	186	(103)	398	(34)	131	238	1,199	961
Net change in cash	379	110	488	596	497	793	394	1,191	360	1,322	360	1,322	961
Closing cash	123	-	379	379	486	596	487	793	394	1,191	123	123	-

APPENDIX C
MAYNARDS INDUSTRIES LTD. AUCTION AND LIQUIDATION SERVICES AGREEMENT

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 dissembling 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 Auctioneers 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 1902



Maynards Industries Ltd.
1857 Main Street
Vancouver, BC V5T 3B8
Canada

T: 604 876-6787
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:

- **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 wherever 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 canceling 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

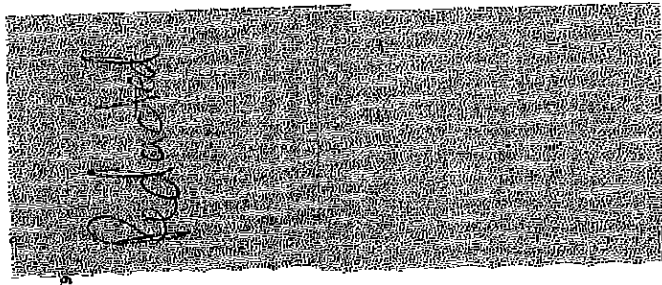
All environmental concerns will be the responsibility of Williams.

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.

SCHEDULE "B" - ASSETS AND PREMISES

Point Code	Unit #	Year	Make	Vehicle Type	Location	Vehicle Number	License Prov
WMS	'2-250'	1986	IHC	Straight Truck	Coquitlam	1KTDLTVPA6GH466D75	BC
WMS	'1-366'	1985	IHC	Container Truck	Coquitlam	1KTSOAP25H609646	BC
WMS	'1-411'	1985	IHC	Container Truck	Coquitlam	1KTSOAP45H605542	BC
WMS	'1-437'	1988	VOLVO	T/A Tractor	Coquitlam	AV47DBGH1WV73281	BC
WMS	'1-470'	1987	IHC	Container Truck	Coquitlam	1KTSOAP44H605428	BC
WMS	'1-473'	1984	IHC	S/A Tractor	Coquitlam	1KSHBFCB8RHS33064	BC
WMS	'1-480'	1988	IHC	Container Truck	Coquitlam	1KTSOAP8X4S27297	BC
WMS	'1-545'	1987	IHC	Straight Truck	Coquitlam	1KTSOAP7TH405757	BC
WMS	'1-546'	1987	FORD	Pack Van	Coquitlam	1FDKES09AVH878591	BC
WMS	'1-675'	1989	FORD	Econo Line	Victoria	1FDW30E5XHB39288	BC
WMS	'1-688'	1988	IHC	Container Truck	Coquitlam	1KTSOAP89VH493840	BC
WMS	'1-772'	1985	IHC	T/A Tractor	Coquitlam	2HFNMAH83SC080283	BC
WMS	'1-782'	1989	KENWORTH	S/A Tractor	Coquitlam	3WRK4Z833NF957241	BC
WMS	'1-788'	2007	FREIGHTLINER	L/D C q/c Tractor	Coquitlam	1RTMMAAP24H605185	BC
WMS	'1-793'	2004	IHC	Container Truck	Coquitlam	1RTMMAAP4H605184	BC
WMS	'1-797'	2000	FREIGHTLINER	S/A Tractor	Coquitlam	1FUJAVCK67LX28827	BC
WMS	'1-800'	2005	GMC	Pack Van	Coquitlam	1FUJUL9R3YHG76339	BC
WMS	'1-801'	2004	FORD	Pack Van	Coquitlam	1GDU63L0651199674	BC
WMS	'1-819'	2000	IHC	S/A Tractor	Coquitlam	1FDMK45P74H499450	BC
WMS	'1-834'	2004	FORD	Pack Van	Coquitlam	1FHSK8AD7YH234006	BC
WMS	'1-842'	2005	FORD	Pack Van	Coquitlam	1FDMK45P74H499450	BC
WMS	'1-846'	2004	IHC	Container Truck	Coquitlam	1RTMMAAP4H605184	BC
WMS	'1-847'	2005	IHC	Container Truck	Coquitlam	1RTMMAAP55H695112	BC
WMS	'1-859'	2008	IHC	L/D Tractor	Coquitlam	2HSC7AP986C658901	BC
N/A	'9-28'	1988	CATERPILLAR	Container Forklift	Coquitlam	68V01066	BC
N/A	'9-40'	2006	DODGE	Container Forklift	Coquitlam	3071X3B0366257734	BC



(Please) R56 0379

Location	Unit #	Point Code	Year	Make	Vehicle Type	Vehicle Number	License
OCEAN DELTA	'2-070'	WMS	1976	FRUEHAUF	3 Container Trailer	2H8V02713H5023702	929136
Coquitlam	'2-070'	WMS	1977	FRUEHAUF	4 Container Trailer	N58189	91057C
Coquitlam	'2-101'	WMS	1976	MONON	Pallet Trailer	87211079	57977C
Coquitlam	'2-105'	WMS	1980	FRUEHAUF	3 Container Trailer	107266	50665V
Coquitlam	'2-120'	WMS	1980	MANAC	Pallet Trailer	1K1196413	944775
Coquitlam	'2-135'	WMS	1987	FRUEHAUF	Drop Frame Pup	16NAB5411D8082710	28865W
OCEAN DELTA	'2-205'	WMS	1978	THREEVER	Export 40' Chassis	16NAB5410E0908201	28865W
Coquitlam	'2-240'	WMS	1972	UTILITY	Export 40' Chassis	219D1261751011113	33127W
Coquitlam	'2-241'	WMS	1978	DORSEY	Export 40' Chassis	219FA4E81T1065188	24793C
Coquitlam	'2-264'	UWL	1981	TRAILMOBILE	5 Container Trailer	16NAB5410E0908201	424998
Coquitlam	'2-272'	WMS	1985	GREAT DANE	Drop Frame Pup	1K1196413	944775
Coquitlam	'2-281'	WMS	1984	GREAT DANE	Drop Frame Pup	16NAB5410E0908201	28865W
Coquitlam	'2-282'	WMS	1985	GREAT DANE	Drop Frame Pup	16NAB5410E0908201	28865W
Coquitlam	'2-290'	WMS	1985	THRUWAY	4 Container Trailer	219FA4E81T1065188	24793C
Coquitlam	'2-303'	STG	1986	IBC	Drop Frame Pup	16NAB5410E0908201	28865W
Coquitlam	'2-325'	WMS	1989	GREAT DANE	Drop Frame Pup	16NAB5410E0908201	28865W
Coquitlam	'2-381'	UWL	2000	KENTUCKY	Long Furniture Box	1K1196413	944775
Coquitlam	'2-385'	MAYE	2003	KENTUCKY	Long Furniture Box	1K1196413	944775
Coquitlam	'2-385'	UWL	2003	KENTUCKY	Long Furniture Box	1K1196413	944775
Coquitlam	'2-385'	UWL	2004	GREAT DANE	Long Furniture Box	1K1196413	944775
Coquitlam	'2-402'	UWL	2005	KENTUCKY	Long Furniture Box	1K1196413	944775
Coquitlam	'2-408'	UWL	2005	KENTUCKY	Long Furniture Box	1K1196413	944775

License Prov

License

Vehicle Number

Vehicle Type

Make

Year

Point Code

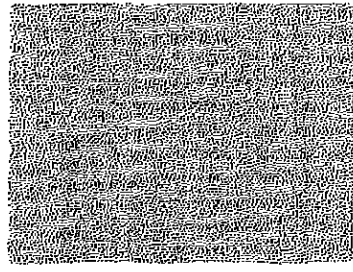
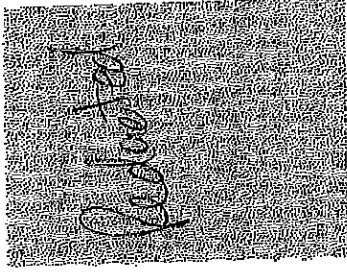
Unit #

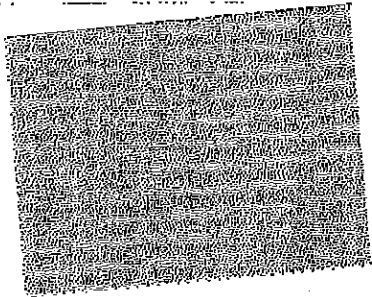
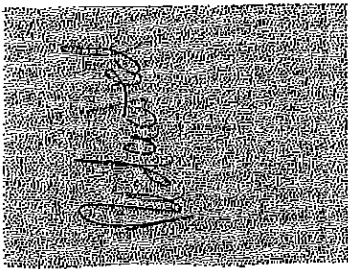
Location

COQUILLAM	UNIT #	2-05'	2-405'	WMS	2005 GREAT DANIE	Long Freight Box	UNIT #	2-05'	2-405'	WMS	2005 GREAT DANIE	Long Freight Box	UNIT #	2-05'	2-405'	WMS	2005 GREAT DANIE	Long Freight Box		
Coquillam	2-405'	WMS	2006 UBLIT	277 Flat Deck	1GRMA062386702367	42471B	BC													
Coquillam	2-412'	STG	2007 MANAC	Drop Frame Pup	2FG0629261613657	55574B	BC													
Nashviro	2-424'	UVL	2008 MANAC	Drop Frame Pup	2MS9106271111552	58275B	BC													
Coquillam	2-434'	UVL	2007 KENTUCKY	Long Furniture Box	2MS9106281116447	81887B	BC													
Coquillam	2-439'	WMS	1985 MANAC	281 Chassis	1KRV512971224385	67432C	BC													
Coquillam	2-490'	WMS	1985 ROUSSEY	Drop Frame Pup	2MS621211163044681	324313W	BC													
OCEAN DELTA	2-500'	WMS	1985 ROUSSEY	Drop Frame Pup	2R1B3V6A7E10011256	03966W	BC													
Coquillam	2-504'	WMS	1985 ROUSSEY	Drop Frame Pup	2R1B3V6A8E1001297	60168B	BC													
Coquillam	2-511'	WMS	1985 ROUSSEY	Drop Frame Pup	2R1B3V6A4E1001286	04130W	BC													
Coquillam	2-521'	SLH	1991 FRUEHAUF	Converters	2R1B3V6A6E1001287	59545W	BC													
Coquillam	2-523'	STG	1991 FRUEHAUF	High Boy Pup	2FEN02917M5222532	40157V	BC													
Coquillam	2-531'	WMS	1988 STEWART	High Boy Pup	2FEV02910M5222534	40159V	BC													
Coquillam	2-548'	WMS	1991 FRUEHAUF	Converters	259C06219V013012	95797B	BC													
Coquillam	2-605'	WMS	1991 FRUEHAUF	High Boy Pup	2FEV02912M5222548	40174V	BC													
Coquillam	2-611'	WMS	1991 STEWART	Converters	259C06218WV013006	40178V	BC													
Coquillam	2-681'	WMS	1991 STEWART	Converters	259C06213WV013012	36316B	BC													
Coquillam	2-681'	WMS	1978 FRUEHAUF	4 Container Trailer	372105701	36861Y	BC													
Coquillam	2-681'	WMS	1988 STEWART	3 Container Trailer	259Z270161V013004	773776	BC													
Coquillam	2-681'	WMS	1988 STEWART	3 Container Trailer	259Z27013V0130018	23084Y	BC													
Coquillam	2-681'	WMS	1988 FRUEHAUF	Drop Frame Pup	218V02724J5051501	07611Y	BC													
Coquillam	2-681'	WMS	1990 FRUEHAUF	Drop Frame Pup	2FEV02721L5187202	45X533	AB													
Coquillam	2-681'	WMS	1998 STEWART	Drop Frame Pup	259C06213WV013004	34845B	BC													
Coquillam	2-681'	WMS	1976 FRUEHAUF	Converters	377769403	36923Y	BC													
Coquillam	2-681'	WMS	1980 MANAC	4 Container Trailer	605541546	36923Y	BC													
Coquillam	2-681'	WMS	1980 KENTUCKY	Long Furniture Box	1KRV5127X134211	84666W	BC													
Coquillam	2-681'	WMS	1988 STEWART	Converters	259C06210V013013	62595D	BC													
Coquillam	2-681'	WMS	1988 STEWART	3 Container Trailer	259Z27018V013015	14193C	BC													
Coquillam	2-681'	WMS	1988 FRUEHAUF	Drop Frame Pup	218V02721L5187202	80846Y	BC													
Nashviro	2-681'	SLH	2002 KENTUCKY	Long Furniture Box	1KRV51252L208127	40541B	BC													

UNIT #	Location
8030	Coquillam
8036	Coquillam
8114	Coquillam
8124	Coquillam
8125	Coquillam
8147	Coquillam
8148	Coquillam
8165	Coquillam
8174	Coquillam
8175	Coquillam
8176	Coquillam
8177	Coquillam
8196	Coquillam
8199	Coquillam
8201	Coquillam

UNIT NUMBER	DESCRIPTION
82401	24' REMOVABLE BOX
QTY 3	30' HIGH CUBE CONTAINERS
QTY 2	30' HIGH CUBE CONTAINERS
QTY 2	U-CAN CONTAINERS
RED BOX 1	CURTAIN SIDE BOX
RED BOX 2	CURTAIN SIDE BOX
RED BOX 3	CURTAIN SIDE BOX





Point Code	Unit #	Year	Make	Vehicle Type	Location	VinNumber	License	LicenseProv	
WMS	1-471	1999	IHC	Container Truck	Calgary	1HTSCAAR008H85426	C83809	AB	
WMS	1-475	1999	IHC	Container Truck	Calgary	1HTSCAAR008H85426	C83809	AB	
SLH	1-554	2000	FREIGHTLINER	L/D/C of Tractor	Calgary	1FVXLBZ2YH19862	18305F	BC	
WMS	1-627	1997	FREIGHTLINER	Container Truck	Calgary - Glover	1FV9C1AC0VH810247	D61094	AB	
WMS	1-620	2000	FRT	T/A Tractor	Calgary	1FVJYED088YH88989	K32306	AB	
WMS	1-635	1996	FREIGHTLINER	L/D Tractor	Calgary	1FVNDY810T772152	K18623	AB	
WMS	1-679	1994	FREIGHTLINER	T/A Tractor	Calgary	1R1V2CY89K775049	K32307	AB	
WMS	1-748	2000	KENWORTH	Container Truck	Calgary	1RKM2X343SS57900	J96664	AB	
WMS	1-792	2002	FORD	Peck Van	Calgary	1FDWE3F22H161959	K7C282	AB	
WMS	1-827	2005	IHC	Container Truck	Calgary	1HTMM4AP25H1972	H40101	AB	
WMS	1-828	2005	IHC	Container Truck	Calgary	1HTMM4AP46H161975	G87851	AB	
WMS	1-848	2005	IHC	Straight Truck	Calgary	1HTMM4AP15H165110	J28449	AB	
N/A	9-27	1994	KALMAR	Container Forklift	Calgary	DC11-4200			
Main	Unit #	Paint Code	Year	Make	Vehicle Type	Location	VinNumber	License	LicenseProv
Main	2-059	WMS	1974	ATCO	4 Container Trailer	Calgary	RV40871	4529KV	BC
Skyline	2-058	WMS	1974	FRUEHAUF	5 Container Trailer	Calgary	3FVMS4801	07832Y	BC
Main	2-075	WMS	1976	FRUEHAUF	4 Container Trailer	Calgary	377768601	7021448	AB
Main	2-085	WMS	1979	FRUEHAUF	5 Container Trailer	Calgary	37L214401	82262V	BC
Main	2-206	WMS	1980	FRUEHAUF	5 Container Trailer	Calgary	29229D	BC	
Skyline	2-207	WMS	1980	FRUEHAUF	5 Container Trailer	Calgary	377345501	45207V	BC
Main	2-207	WMS	1987	FRUEHAUF	Drop Frame Pup	Calgary	771768	BC	
Skyline	2-233	WMS	1992	TRAILMOBILE	3 Container Trailer	Calgary	288802711K201802	47872V	BC
Skyline	2-257	WMS	1973	FRUEHAUF	Long Freight Box	Calgary	2FV04826H1S23202	49782V	AB
Skyline	2-270	UVL	1986	KENTUCKY	Export 45' Chassis	Calgary	DXR439008	04149W	BC
Main	2-270	UVL	1986	KENTUCKY	Long Furniture Box	Calgary	16KVES377L106861	04149W	BC
Skyline	2-289	WMS	1985	TRAILMOBILE	28' Chassis	Calgary	21C14028KFA37613	33097W	BC
Main	2-289	UVL	1984	THURWAY	4 Container Trailer	Calgary	219DF665S101112	53126W	BC
Main	2-300	WMS	1988	KENTUCKY	Long Furniture Box	Calgary	16KVES121W112288	41516W	BC
Main	2-301	WMS	1987	KENTUCKY	Long Furniture Box	Calgary	21983V5C461012885	H58689	AB
Skyline	2-310	STG	1999	GREAT DANE	Long Freight Box	Calgary	3FVW53191X1216112	51022W	BC
Skyline	2-320	WMS	2000	GREAT DANE	Long Freight Box	Calgary	1GRAA026R1054340	17305Y	BC
Skyline	2-334	WMS	2000	GREAT DANE	Long Freight Box	Calgary	16RAA0825Y1054345	70930W	BC
Main	2-346	WMS	2000	UBILT	3 Container Trailer	Calgary	78265W	BC	
Main	2-350	UVL	1999	KENTUCKY	Long Furniture Box	Calgary	28G074A1980F4575	BC	
Main	2-353	UVL	1999	KENTUCKY	Long Furniture Box	Calgary	1XKV5125K114210	05042Y	BC
Skyline	2-364	WMS	1986	THURWAY	Long Furniture Box	Calgary	84688Y	BC	
Skyline	2-365	WMS	1985	THURWAY	4 Container Trailer	Calgary	10KV55320X114215	AB	
Skyline	2-382	WMS	1998	MANAC	4 Container Trailer	Calgary	219D0851AG111080	R06901	AB
Main	2-410	UVL	2003	KENTUCKY	Long Furniture Box	Calgary	21MS92162W797921	27284C	BC
Ocean	2-410	STG	2007	MANAC	Drop Frame Pup	Calgary	53316B	BC	
Skyline	2-415	UVL	2006	DJRABODY	6 Container Trailer	Calgary	21MS91082971119850	58673B	BC
Main	2-438	UVL	2006	DRAKE	Long Furniture Box	Calgary	2D9AK1PC96007055	58721B	BC
Skyline	2-440	UVL	2010	STERWART	6 Container Trailer	Calgary	2D995H02761041585	62394D	BC
Skyline	2-440	UVL	2010	STERWART	6 Container Trailer	Calgary	259F5937AV019008	64767C	BC
SLH Yard	6-238	WMS	1992	FRUEHAUF	Converters	Calgary	2F5V0291JMS72338	40154V	BC
Main	6-31	WMS	1989	STERWART	High Boy Pup	Calgary	259C062J0RY019005	94706W	BC
SLH Yard	6-31	WMS	1989	STERWART	Converters	Calgary	259C062J0RY019005	BC	
Skyline	6-35	WMS	1998	STERWART	Converters	Calgary	259C062J0RY019005	84473B	BC
Main	6-38	WMS	1984	ATSL	Converters	Calgary	259C062J0RY019005	84473B	BC
Main	6-406	WMS	1992	TRAILMOBILE	Long Freight Box	Calgary	2F5V04829MS244601	48952V	BC

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 '5-623'
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 '9-25'

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1992 TRAILMOBILE
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 1989 FRUEHAUF
 1990 FRUEHAUF

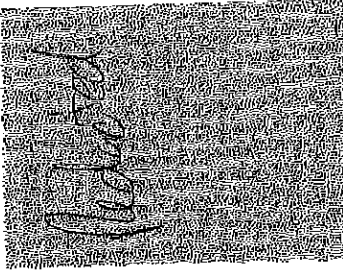
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 Converters
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 B Train Lead
 Drop Frame Pup
 Drop Frame Pup

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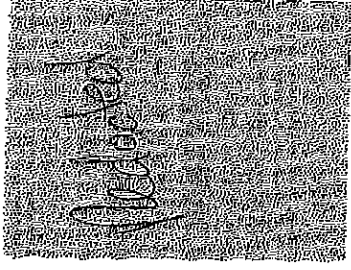
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UNIT NUMBER	DESCRIPTION
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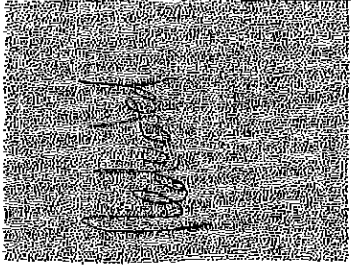
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9267	Category
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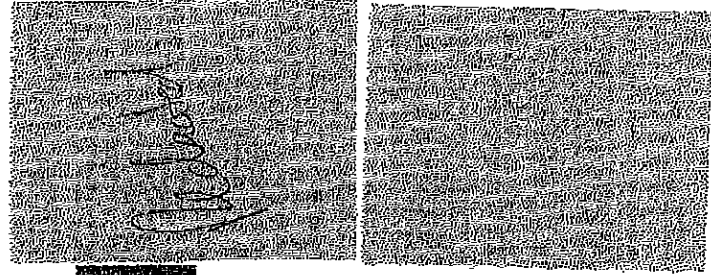
Paint Code	Unit #	Year	Make	Vehicle Type	Location	Vin Number	License	License Prov
WMS	'1-342'	1993	CHEV	Pack Van	Kelowna	2GB1G31K9P433066	0994XF	BC
WMS	'1-365'	1994	IHC	S/A Tractor	Kelowna	1H5HBAUN9R1602863	3078YA	BC
WMS	'1-506'	1996	FORD	Econo Line	Kelowna	1FTHS24H9THA72264	6746DC	BC
WMS	'1-550'	1999	IHC	Container Truck	Kelowna	1HTSAA499X1601715	4364LR	BC
STG	'1-597'	1998	INTERNATIONAL	Straight Truck	Kelowna	1FJZC787L775089	DL80S9	BC
WMS	'1-680'	1994	FREIGHTLINER	L/D Tractor	Kelowna	1XKDU9XX0657789	1228KH	BC
WMS	'1-765'	1999	KENWORTH	T/A Tractor	Kelowna	1FJWAWCK47LX28326	P93609	BC
WMS	'1-786'	2007	KENWORTH	Straight Truck	Kelowna	1NKNMHD8X7M994800	655146	BC
WMS	'1-787'	2007	FREIGHTLINER	L/D c/o Tractor	Coquitlam	1FJWAWCK47LX28326	P93609	BC
WMS	'1-789'	2004	IHC	Container Truck	Kelowna	1HTMMA4994H605189	H670B4	BC
WMS	'1-813'	2007	IHC	L/D Tractor	Coquitlam	2HSC4PRX7C413831	1298SP	BC
WMS	'1-826'	2007	FREIGHTLINER	L/D c/o Tractor	Kelowna	1FUJAVCK17L1B3240	P91981	BC
WMS	'1-837'	2004	IHC	Container Truck	Kelowna	1HTMMA4994H605189	H670B4	BC
WMS	'1-838'	2006	IHC	Container Truck	Kelowna	1HTMMA4994H605189	H670B4	BC
WMS	'1-843'	2005	IHC	Straight Truck	Kelowna	1HTMMA4994H605189	H670B4	BC
N/A	'1-849'	2003	CAT	Container Forklift	Kelowna	3DP10064	AT8413	AB
N/A	'1-407'			Yard Tractor	Kelowna			BC



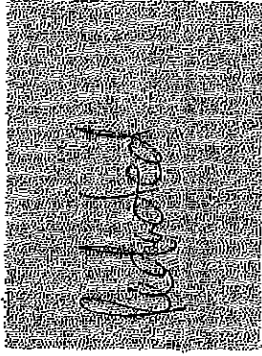
Location	Unit #	Year	Paint Code	Make	Vehicle Type	Vin Number	License	License Prov
Kelowna	'2-067'	WMS		1976	FRUEHAUF	37768401	008763	BC
Kelowna	'2-076'	WMS		1977	FRUEHAUF	37768602	P59892	AB
Kelowna	'2-079'	WMS		1977	FRUEHAUF	377811001	36913B	BC
Kelowna	'2-087'	WMS		1979	DSLE DIAMOND	245A8779	Y09343	AB
Kelowna	'2-146'	WMS		1981	FRUEHAUF	2H8F0515B2084502	36853Y	BC
Kelowna	'2-195'	WMS		1978	THRUWAY	462DFC4578	64721C	BC
Kelowna	'2-200'	WMS		1987	FRUEHAUF	2H8V02715H5023703	64608D	BC
Kelowna	'2-201'	WMS		1987	FRUEHAUF	2H8V02710H5023706	44107D	BC
Kelowna	'2-220'	WMS		1988	FRUEHAUF	2FEV02718K055701	64360D	BC
Kelowna	'2-277'	UVL		1987	KENTUCKY	1KXVE022V1108573	53088W	BC
Kelowna	'2-298'	UVL		1998	KENTUCKY	1KXVE512XW112287	222875	BC
Kelowna	'2-331'	WMS		2000	GREAT DANE	1GRA40623YR054344	70638W	BC
Kelowna	'2-333'	WMS		2000	GREAT DANE	1GRA40628YR054341	17278Y	BC
Kelowna	'2-347'	UVL		1998	KENTUCKY	1KXVE5127W111176	84662W	BC
Kelowna	'2-408'	WMS		1994	TESCO	2T9SA3138R119107	57129H	BC
Kelowna	'2-409'	STG		2007	MANAC	2M59108227111849	57125B	BC
Kelowna	'2-414'	STG		2007	MANAC	2M59108267111854	58677B	BC
Kelowna	'2-419'	STG		1999	GREAT DANE	1PNK2B1B8X218551	77220B	BC
Kelowna	'2-420'	WMS		2008	MANAC	2M59108236111846	81888B	BC
Kelowna	'2-423'	WMS		2008	MANAC	2M591082781116448	81888B	BC
Kelowna	'2-908'	WMS		1985	ROUSSEY	2H1B5V6A9E1001283	10523W	BC
Kelowna	'6-284'	WMS		1991	FRUEHAUF	2FEV02912MS22235	40160V	BC
Kelowna	'6-235'	WMS		1991	FRUEHAUF	2FEV02914MS222356	40161V	BC
Kelowna	'6-245'	WMS		1991	FRUEHAUF	2FEV02917MS222946	40171V	BC
Kelowna	'6-247'	WMS		1991	FRUEHAUF	2FEV02910MS222948	40173V	BC

Kelowna	'6-24'	WMS	1991 FRUEHAUF	High Boy Pup	2FEV02919IMS22350	4017SV	BC
Kelowna	'6-28'	WMS	1989 STEWART	Converters	259C06216KV013003	845458	BC
Kelowna	'6-33'	WMS	1998 STEWART	Converters	259C06210TV013005	844988	BC
Kelowna	'6-37'	WMS	1996 STEWART	Converters	2FEV04828NSZ33301	45205V	BC
Kelowna	'6-40'	WMS	1992 FRUEHAUF	Long Freight Box	2FEV0482XNS233302	45206V	BC
Kelowna	'6-40'	WMS	1992 FRUEHAUF	Long Freight Box	2FEV0482ZNS244602	41860W	BC
Kelowna	'6-40'	MAYFL	1992 TRAILMOBILE	Converters	259C06212MV013020	51164C	BC
Kelowna	'6-61'	WMS	1991 STEWART	3 Container Trailer	37W666601	P2917B	AB
Kelowna	'8-08'	WMS	1975 FRUEHAUF	3 Container Trailer	Z59Z7010V013015	72546V	BC
Kelowna	'8-34'	WMS	1988 STEWART	Drop Frame Pup	2FEV02711K3035709	31583C	BC
Kelowna	'8-25'	WMS	1989 FRUEHAUF	Drop Frame Pup	2FEV02710L5187201	57247D	BC
Kelowna	'8-31'	WMS	1990 FRUEHAUF	Drop Frame Pup			BC

UNIT #	Location
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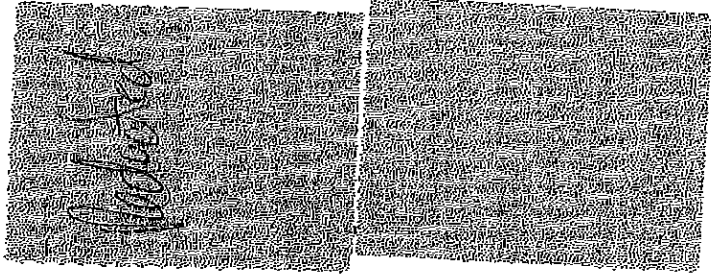


Paint Code	Unit #	Year	Make	VehicleType	Location	VinNumber	License	LicenseProv
WMS	'1-459'	1998	CHEV	Pack Van	Prince George	1GBJG31F1W1057075	DP4228	BC
WMS	'1-533'	2001	W/STAR	L/D/C Tractor	Prince George	2WKNDD3JK1K967464	P93600	BC
WMS	'1-581'	1998	IHC	Container Truck	Prince George	1HTSCAAMZWH606419	7987ES	BC
WMS	'1-624'	1999	FREIGHTLINER	Container Truck	Prince George	1FV6FB854HA18604	HB440	BC
SLH	'1-687'	2005	FREIGHTLINER	L/D/C Tractor	Prince George	1FVHAWCG83L05104	09L59P	BC
SLH	'1-851'	2007	FREIGHTLINER	L/D/C Tractor	Prince George	1FVHAWCG57LW92667	12739P	BC
SLH	'1-832'	2007	FREIGHTLINER	L/D/C Tractor	Prince George	1FVHAWCG57LX42945	12740P	BC
N/A	'9-41'	2002	CAT	Container Forklift	Prince George	3DP00B59	04094X	BC

Location	Unit #	Paint Code	Year	Make	VehicleType	VinNumber	License	LicenseProv
PG	'2-134'	WMS		1981	FRUEHAUF	4 Container Trailer	36946Y	BC
PG	'2-271'	UVL		1996	KENTUCKY	Long Furniture Box	10511W	BC
PG	'2-304'	WMS		1996	ITBC	Drop Frame Pup		
PG	'2-324'	WMS		1999	GREAT DANE	Long Freight Box	81611W	BC
PG	'2-344'	UVL		1998	KENTUCKY	Long Furniture Box	1KKVFS122WU111185	84659W
PG	'2-404'	UVL		2006	GREAT DANE	Long Freight Box	08773C	BC
PG	'2-407'	UVL		2007	GREAT DANE	Long Freight Box	57096B	BC
PG	'5-236'	WMS		1991	FRUEHAUF	High Boy Pup	40162V	BC
PG	'8-20'	WMS		1975	FRUEHAUF	3 Container Trailer	37W663501	36860Y
PG		WMS		1988	FRUEHAUF	Drop Frame Pup	80377Y	BC
PG		WMS		1989	STEWART	3 Container Trailer	255277010KV013008	11474Y

UNIT #	Location	UNIT NUMBER	DESCRIPTION
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8146	PG	B2402	24' REMOVABLE BOX PG
8170	PG	B2403	24' REMOVABLE BOX PG
8182	PG	#8	20' O/S PG
8187	PG	#99	20' O/S PG
8195	PG		
9107	PG		
9184	PG		
9196	PG		
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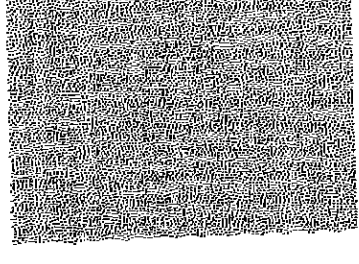
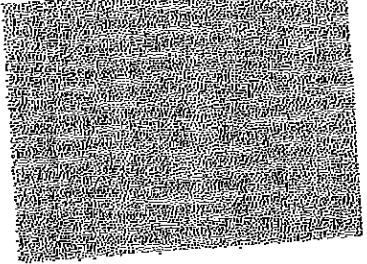
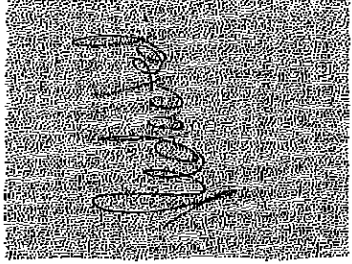
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1818	PG
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Confirmed with Brad Generalis March 3



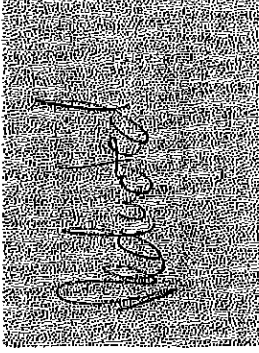
Paint Code	Unit #	Year	Make	VehicleType	Location	VinNumber	License	LicenseProv
WMS	'1-142'	1981	KNIGHT	Booster	Terrace	20804	53322B	BC
TEAL	'1-524'	1995	WESTERN STAR	T/A Tractor	Terrace	2WLPDCJH9K936G30	3595DT	BC
WMS	'1-594'	2001	W/STAR	L/D/C Tractor	Terrace	2WKNDD3J1K967465	P9600E	BC
WMS	'1-691'	2001	FREIGHTLINER	Straight Truck	Terrace	3FVABXAK9JHJZ7781	P93605	BC
WMS	'1-738'	1999	KW	Straight Truck	Terrace	1NKWHD7K4XS95398	324815	BC
WMS	'1-766'	2005	KENWORTH	L/D Tractor	Terrace	1XKWD80X5R979123	15813P	BC
WMS	'1-769'	2005	KENWORTH	L/D Tractor	Terrace	1XKWD80X5R979122	15816P	BC
WMS	'1-780'	2006	KENWORTH	L/D Tractor	Terrace	1XKDD80X468986852	15814P	BC
WMS	'1-79A'	1994	ASPEN	Jeep	Terrace	2A9JT0D1R5037133	3930Z3	BC
WMS	'1-815'	2007	KENWORTH	T/A Tractor	Terrace	1XKDP40X87881382	E55145	BC
WMS	'1-833'	2006	CHEV	Pack Van	Terrace	1GBJ6512461223487	38321B	BC
WMS	'1-840'	2005	IHC	Container Truck	Terrace	1HTMMAAP35M695108	HA3730	BC
WMS	'1-855'	2005	KENWORTH	T/A Tractor	Terrace	1XKDD80X5R982576	HA3723	BC
WMS	'1-889'	2002	Kenworth	Straight Truck	Terrace	2NKMHD8X82JM965485	JA0217	BC
WMS	'4-328'	2002	Chevrolet	Econo Lite	Terrace	1GCECL4VZ2116011	1428KC	BC
WMS	'81'	1988	KENWORTH	T/A Tractor	Terrace	2XKWD89JLGM916486	8081E5	BC
N/A	'P1101'	1971	CLARK	Container Forklift	Terrace	HY1425-472141	AT8415	BC

Location	Unit #	Paint Code	Year	Make	VehicleType	VinNumber	License	LicenseProv
Terrace	'2-084'	WMS	1978	DBLE DIAMOND	55 ton Lowbed			BC
Terrace	'2-193'	WMS	2001	UBILT	3 Container Trailer	2A5S9778	51183C	BC
Terrace	'2-266A'	WMS	1996	ASPEN	Low Bed	2B6J0238499DF4575	52473W	BC
Terrace	'2-266B'	WMS	1996	ASPEN	Jeep	2A9JBE088TS087080	06507D	BC
Terrace	'2-287'	WMS	1998	ASPEN	Jeep	2A9JT0D1R5037066	03942W	BC
Terrace	'2-287'	WMS	1998	ASPEN	Jeep	2A9JBE324W5037099	39141W	BC
Terrace	'2-338'	WMS	2001	ASPEN	Low Bed	2A9JBE653715037001	61233C	BC
Terrace	'2-395'	WMS	1997	GREAT DANE	48' Flat Deck	1GRDMG623VM024804	34860B	BC
Terrace	'2-411'	STG	2007	MANAC	Drop Frame Pup	2M551082071111851	58674B	BC
Terrace	'2-418'	WMS	1999	GREAT DANE	High Boy Pup	1P1K281B8XKJ18508	77221B	BC
Terrace	'2-420A'	WMS	2007	ASPEN	Low Bed	2A9JBE55247N125195	22873D	BC
Terrace	'2-420B'	WMS	2007	ASPEN	Jeep	2A9JT0D1R5037133	81899B	BC
Terrace	'4-592'	SIH	1991	FRUEHAUF	Converters			BC
Terrace	'6-237'	WMS	1991	FRUEHAUF	High Boy Pup	2FEV02918MS22398	40163V	BC
Terrace	'6-243'	WMS	1991	FRUEHAUF	High Boy Pup	2FEV02913MS22344	40169V	BC
Terrace	'5-623'	WMS	1991	STENHART	Converters	259C06211NV018025	02940D	BC
Terrace	'8-10'	WMS	1978	FRUEHAUF	3 Container Trailer	372105702	38214D	BC

UNIT #	Location
8154	Terrace
8200	Terrace
9130	Terrace
9159	Terrace
9191	Terrace
9194	Terrace
9216	Terrace
9222	Terrace
9291	Terrace

UNIT NUMBER	DESCRIPTION
QTY5	U-CAN CONTAINERS
	Terrace

9232	Terrace
9252	Terrace
9258	Terrace
9265	Terrace
1803	Terrace
	Terrace - Bow Valley



LicenseProv
BC
BC

License
P913Z2
00898P

VinNumber
1FVN8DY95W/L955255
1FVHAWC633/LO5107

Location
Kamloops-Tramac
Kamloops-Tramac

VehicleType
L/D/c o Tractor
L/D/c o Tractor

Make
2001 FREIGHTLINER
2003 FREIGHTLINER

Year
2001
2003

Paint Code
WMS
SLH

Unit #
1-692
1-700

Tramac
Tramac

LicenseProv
BC
BC
BC
BC

License
81885B
40158V
00850B
18353Y

VinNumber
2M5910821R/116445
2FEV02919MS222393
2FEV02919MS222347
2S9C06214M/W013018

VehicleType
Drop Frame Pup
High Boy Pup
High Boy Pup
Converters

Make
2008 MANAC
1991 FRUEHAUF
1991 FRUEHAUF
1991 STEWART

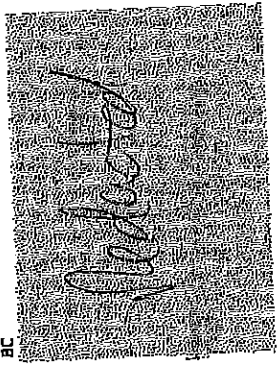
Year
2008
1991
1991
1991

Paint Code
WMS
WMS
WMS
WMS

Location
Kamloops
Kamloops
Kamloops
Kamloops

Unit #
2-421
6-232
6-246
6-617

RMRT
RMRT
RMRT
RMRT



	Kamloops
9238	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	2B67072457Z849001	38082C	BC
Cranbrook	'2-206'	WMS	1987	FRUEHAUF	3 Container Trailer	2H880271XHZ001801	26505W	BC
Cranbrook	'2-352'	UVL	1999	KENTUCKY	Long Furniture Box	1KKVE5129XL114212	84667W	BC
Cranbrook	'2-394'	UVL	2005	KENTUCKY	Long Furniture Box	1KKVE53225L217398	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	1998	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	1KKVE5129XL114209	84664W	BC
Lethbridge	'6-30'	WMS	1989	STEWART	Converters	2S9C06211KV013006	547275	AB
Lethbridge	'8-19'	WMS	1988	FRUEHAUF	Drop Frame Pup	2H8V02718JS051503	80376Y	BC
Lethbridge	'8-22'	WMS	1989	STEWART	3 Container Trailer	2S9Z27010KV013009	76073V	BC
Lethbridge	'8-27'	WMS	1989	FRUEHAUF	Drop Frame Pup	2FEV02715KS035705	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

VinNumber
68Y01235

License
D4074X

LicenseProv
BC

UNIT NUMBER	CITY	LOCATION
1-524. 20-01	Terrace Terrace	Bow Valley Mechanical 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

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