



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.**

**FIRST 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.**

February 16, 2015

**FIRST 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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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.

PURPOSE OF REPORT

2. The purpose of this report is to provide this Honourable Court with information on the following:
 - (i) background information on the Company, including its corporate history, structure, and operations;
 - (ii) the Company’s financial position and the causes of its financial difficulties;
 - (iii) the Company’s cash flow results since the filing of the NOI on January 21, 2015;
 - (iv) the Company’s extended cash flow projection to April 29, 2015;
 - (v) the Company’s preliminary restructuring plan and the steps undertaken to date;
 - (vi) the NOI Trustee’s position on the Company’s application pursuant to section 65.13 of the BIA for orders authorizing the Company to sell certain of its assets outside of the ordinary course; and
 - (vii) the Company’s application pursuant to section 50.4(9) of the BIA for a 45 day extension of the time to file a proposal.

TERMS OF REFERENCE

3. In preparing this report, we have relied upon financial information of the Company, discussions with management (“**Management**”) and its legal advisors.
4. 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.

5. 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.
6. 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.
7. All currency amounts referenced in this report are expressed in Canadian dollars, unless otherwise specified.

BACKGROUND

8. Moving is an entity amalgamated pursuant to the laws of British Columbia.
9. 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. 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.
10. 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. A copy of the Williams Group organizational chart is attached hereto as **Appendix A**.

11. Due to ongoing losses and liquidity issues, on January 21, 2015, at approximately 3.00 p.m. (Pacific Standard Time), Moving ceased operations and terminated approximately 171 employees and 49 contractors.
12. Immediately following the events discussed in paragraph 11, on January 21, 2015 (the “**Filing Date**”), Moving filed the NOI and Deloitte Restructuring Inc. was appointed as NOI Trustee.

FINANCIAL POSITION AND CAUSES OF FINANCIAL DIFFICULTY

13. The Company’s fiscal year end is December 31. The average annual revenues in fiscal 2012 and 2013 were approximately \$32 million per annum and average losses before interest, taxes, depreciation and amortization (“**EBITDA**”) over the same period were approximately \$2 million per annum. The Company’s revenue declined significantly in 2014 to approximately \$20 million for the 10 month period ended October 31, 2014 and losses continued. A summary of the historical financial performance of the Company is attached hereto as **Appendix B**.
14. The Company has had ongoing losses in the business since 2007 and has attempted to restructure its business and operations to return to profitability. While the quantum of losses has declined the Company has been unable to achieve a profit. Historical losses have been funded by the mortgaging of real property held primarily by other members of the Williams Group.
15. Management attribute the Company’s financial difficulty to:
 - (i) declining margins due to increased labour and fuel costs;
 - (ii) decline in corporate and government clients; and
 - (iii) increased competition from small independent moving companies.
16. The assets of the Williams Group are subject to the following security:
 - (i) general security agreements in favour of:
 - a. Business Development Bank of Canada (“**BDC**”);

- b. BCMP Mortgage Investment Corporation in connection with Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp. (collectively "PenCor");
- c. Dundarave Mortgage Investment Corp. ("Dundarave"). In this report, Dundarave, BDC and PenCor collectively are referred to as the "Lenders"; and
- d. Trailer Wizards Ltd.

(ii) mortgages of real property assets in favour of the Lenders. Each of the Williams Group entities a co-obligor in respect of these mortgages.

17. Due to ongoing losses and insufficient cash flow, and in order to allow time for the Company to wind down its operations, realize upon its assets in an orderly manner, and have the opportunity to make a proposal to its creditors, the directors of the Company resolved that the NOI be filed on January 21, 2015.

18. Pursuant to the Company's records the principal assets of the Company are (i) accounts receivable; (ii) packaging inventory; (iii) shares in United Van Lines (Canada) Ltd.; (iv) equipment; (v) real property; and (vi) long-term storage client contracts. The NOI Trustee has intentionally omitted the values attributable to each asset class given that the Company currently is undertaking the sale of its assets, and does not wish to disclose values which may jeopardize realizations for the benefit of Moving's creditors.

19. Pursuant to the Company's records the estimated debts owed by the Company as at January 21, 2015 are:

Creditor Type	Estimated number of Creditors	Estimated balance owing at Jan 21, 2015 (\$000s)
Secured creditors	6	12,867
Unsecured (Trade and Other)	669	20,459
Total	675	33,326

The creditor balances have been extracted from the records of the Company and will be subject to adjustments once reconciled with claims submitted by the creditors in these proceedings. The secured creditors are the Lenders that have mortgages on the Williams Group's real property and finance

leasing companies that have specific equipment charges. The Company's largest unsecured creditor is Transfer, with an amount owing of approximately \$15.3 million, relating to monies advanced from the refinancing of real property owned by Transfer to fund the Company's ongoing operating losses.

20. As noted above, all of the Company's assets are subject to security in favour of the Lenders and other secured creditors. In a bankruptcy of the Company it is anticipated that there would be a shortfall to the Lenders and no recovery for the unsecured creditors.

CASH FLOW PROJECTIONS AND PRELIMINARY RESULTS

21. A cash flow projection prepared by the Company for a 9-week period to April 1, 2015 (the "**Initial Cash Flow Projection**") was filed within the statutorily required 10 days after the Filing Date. The Initial Cash Flow Projection was filed with the Office of the Superintendent of Bankruptcy on January 30, 2015 and with this Honourable Court on February 10, 2015. A copy of the Initial Cash Flow Projection with comparative actual results for the week ended February 4, 2015 is attached hereto as **Appendix C**.
22. The NOI Trustee has reviewed the actual results achieved since the Filing Date and makes the following observations:
- (i) accounts receivable recoveries are higher than projected. This is due to Management's projected accounts receivable assumption being conservative with respect to the timing for receipts; and
 - (ii) disbursements for the period are materially comparable to those projected.
23. Based on these preliminary actual results, Management's assumptions used in preparing the Initial Cash Flow Projection appear reasonable.
24. The Company has extended its cash flow projections to the week ending April 29, 2015. The updated cash flow projection is attached hereto as **Appendix D**.
25. Based on the assumptions made by Moving, the NOI Trustee believes that the Company will have sufficient funds to meet its current obligations through to April 29, 2015.

ONGOING OPERATIONS

26. Since the Filing Date, the Company has hired approximately 27 former employees, of which 15 remain, on a contract basis to assist with the orderly sale of assets and wind down of Moving's operations. Accordingly, Moving continues to incur operating costs during the NOI period. Primary operating activities being undertaken since the Filing Date include, but are not limited to:

- (i) assisting prearranged moving customers to contact alternative service providers;
- (ii) dealing with and retaining storage customers for the purposes of a going-concern sale;
- (iii) assisting customers collecting their goods held in transit or in storage;
- (iv) identifying and disclaiming onerous contracts pursuant to section 65.11 of the BIA;
- (v) collection of accounts receivable;
- (vi) securing, collating documentation and decommissioning Company assets at various sites;
- (vii) finalizing outstanding employee wages, contractor payments and trade payables; and
- (viii) marketing the assets of the Company for sale.

27. The Company has Key Employee Retention Agreements in place with select employees (the "**Key Employees**") who have been retained to assist with Moving's restructuring and asset realization activities. The Key Employee Retention Agreements provide for certain payments to the Key Employees, and Holdings has guaranteed these payments should the Company not be able to fulfil their obligation to make them. The Company intends to terminate all Key Employees upon the sale of the majority of the Company's assets and orderly wind-down of the Company's operations.

RESTRUCTURING EFFORTS TO DATE

28. The Company has taken the following steps to date, with the assistance of the NOI Trustee, in respect of its restructuring plan:

- (i) engaged a realtor to undertake a sale process of specific Williams Group real property;
- (ii) commenced a sale process of certain equipment and has issued a request for proposals from auctioneers with responses received February 13, 2015; and

- (iii) continued negotiations in order to finalize agreements to sell certain assets of the Company and the Williams Group that were being negotiated prior to the Filing Date.

PRINCE RUPERT PROPERTIES SALE

29. The Williams Group owns four properties in Prince Rupert, British Columbia (the “**Prince Rupert Properties**”), of which:

- (i) Transfer is the registered owner of two properties located at 1600 Prince Rupert Boulevard (the “**1600 Property**”) and 1651 Prince Rupert Boulevard (the “**1651 Property**”, and together with the 1600 Property, the “**Boulevard Properties**”);
- (ii) Holdings is the registered owner of one property located at 120 Metlakatla Road (the “**Metlakatla Road Property**”); and
- (iii) Moving is the registered and beneficial owner of one property located at 341 Kaien Road (the “**Kaien Road Property**”), and is the beneficial owner of the 1651 Property and the Metlakatla Property following a ‘rollover’ under section 85 of the Income Tax Act. The purpose of the ‘rollover’ was to utilize the tax losses held within the Company and maximize the asset values of the Williams Group in order that a proposal can be made to Moving’s creditors.

30. The Williams Group began negotiations with Metlakatla Development Corporation (“**MDC**”) in approximately October 2014.

31. MDC and the Company are parties to a joint venture agreement pursuant to which the joint venture entity, Gat Leedm Logistics LLP (“**Gat Leedm**”), has provided overland transportation services from certain Prince Rupert Properties for approximately three years. Gat Leedm has a verbal lease agreement with the Williams Group for use of the Boulevard Properties.

32. MDC, Moving, Transfer and Holdings are parties to the following agreements for the purchase and sale of the Prince Rupert Properties:

- (i) offer to purchase dated February 6, 2015 between MDC and Moving for the purchase and sale of the Kaien Road Property (the “**Kaien Road Agreement**”);

- (ii) offer to purchase dated February 6, 2015 among MDC, Holdings and Moving for the purchase and sale of the Metlakatla Road Property (the “**Metlakatla Road Agreement**”); and
- (iii) offer to purchase dated February 6, 2015 among MDC, Transfer and Moving for the purchase and sale of the Boulevard Properties (the “**Boulevard Agreement**”, and collectively with the Kaien Road Agreement and the Metlakatla Road Agreement, the “**Prince Rupert Agreements**”)

33. Copies of the Prince Rupert Agreements are attached hereto as **Appendix E**.

34. The key terms of the Prince Rupert Agreements are:

- (i) aggregate purchase price of \$3,176,750;
- (ii) closing to occur on February 20, 2015 subject to extension; and
- (iii) closing is conditional upon Moving obtaining an order of this Honourable Court authorizing the Company to sell its assets that are the subject of the agreement free and clear from any security, charge or other restriction except for Permitted Encumbrances (defined in the Prince Rupert Agreements).

35. In considering whether to enter into the Prince Rupert Agreements and assessing the reasonableness of the aggregate purchase price, the Company engaged Steve Cullis Appraisals Ltd. an accredited appraiser, to perform a valuation of the Prince Rupert Properties. The appraisal was subsequently reviewed by DTZ Vancouver Real Estate Ltd. who concurred with the appraisal value. Based upon its review of the appraisal and correspondence from DTZ Vancouver Real Estate Ltd., and the fact that the aggregate purchase price is higher than the combined assessed value of the Prince Rupert Properties, the NOI Trustee is of the view that the aggregate purchase price under the Prince Rupert Agreements appears to be fair and reasonable.

36. The NOI Trustee is of the opinion that the proposed sale of the Company’s assets contemplated by the Prince Rupert Agreements is reasonable based on:

- (i) documents and representations provided by Management;

- (ii) it being an arm's length transaction which has been negotiated over a period of approximately four months with the assistance of counsel;
- (iii) Dundarave and PenCor, which are arm's length secured creditors, hold security over the Prince Rupert Properties, have been provided with information regarding the terms of the Prince Rupert Agreements and have raised no objections thereto. In essence, this sale requires the consent of Dundarave and PenCor and will not pay them out in full. The Trustee is satisfied that these secured creditors would not be providing their consent if they did not agree that this sale was at fair market value;
- (iv) the offer that has been negotiated and the value that has been achieved is higher than the assessed value and therefore is in the best interest of the creditors; and
- (v) the appraisal and review thereof obtained by the Company.

LONG TERM STORAGE ASSETS SALE

37. Prior to the Filing Date, the Company operated long-term storage facilities at Coquitlam, Prince George, Kelowna and Calgary. In December 2014 the Company confidentially engaged with three parties which Moving considered to be possible purchasers of the warehouse assets and customer contracts relating to Moving's operation of the long-term storage facilities (the "**Long Term Storage Assets**").
38. As a result of that approach, Moving entered into negotiations with ABC Warehousing Ltd. and ABC Truck Leasing Ltd. (together, "**ABC Co.**") for the purchase and sale of the Long Term Storage Assets, and in February 2015, Moving and ABC Co. have entered into an agreement for the purchase and sale of the Long Term Storage Assets (the "**LTS Agreement**"). A copy of the LTS Agreement is attached hereto as **Appendix F**.
39. The key terms of the LTS Agreement are:
- (i) purchase price of \$221,638, subject to adjustments in respect of the number and value of customer contracts remaining at the Closing Date (as defined in the LTS Agreement);
 - (ii) closing to occur on or before February 21, 2015; and

(iii) closing is conditional upon a satisfactory inspection by ABC Co. of the tangible Long Term Storage Assets and upon Moving obtaining an order of this Honourable Court authorizing the Company to sell its assets that are the subject of the agreement free and clear of any liens, charges or encumbrances.

40. Since the Filing Date, the Company has received unsolicited offers from various interested parties to buy the Long Term Storage Assets on a site-by-site basis. Based on preliminary discussions the values proposed have been lower than the purchase price payable under the LTS Agreement.

41. The Company did not consider it necessary or appropriate to market the Long Term Storage Assets to the general public for the follow reasons:

- (i) since the Filing Date, long-term storage customers have regularly contacted (and continue to contact) Moving asking to relocate their goods to other service providers. Therefore, the value of the Long Term Storage Assets is diminishing with the passage of time, and any potential increase in value that may come from a wider marketing campaign would need to be sufficient to offset the value lost with the cancellation of customer contracts (as well as carrying and marketing costs); and
- (ii) any potential upside of marketing the Long Term Storage Assets on a site-by-site basis would be diminished by the increased transaction and maintenance costs.

42. In considering whether to enter into the LTS Agreement and assessing the reasonableness of the purchase price, the Company benchmarked the offer against similar transactions where purchase price was based on a multiple of monthly storage revenue. The Company is obtaining approximately a three times multiple for three of the locations and approximately a two times multiple for one of the locations for the Long Term Storage Assets. Based on the Trustee's experience this is an appropriate valuation method and multiple considering the distressed nature of Long Term Storage Assets.

43. The NOI Trustee is of the opinion that the offer to purchase the Long Term Storage Assets is reasonable based on:

- (i) documents and representations provided by Management;

- (ii) it being an arm's length transaction which has been negotiated over an approximate two month period;
- (iii) the Lenders and Trailer Wizards Ltd., that hold security on the Long Term Storage Assets, have been provided with information regarding the terms of the LTS Agreement and have raised no objections thereto;
- (iv) given the declining value of Long Term Storage Assets with the passage of time, the net recovery to the Company, and thus to its creditors, the NOI Trustee is of the view that it is in the best interest of the creditors to complete the LTS Agreement; and
- (v) the consideration being paid is fair and reasonable based on similar transactions.

ASSET SALES UNDER \$50,000

44. As noted above, the purpose of the Company's filing of the NOI was to provide Moving with a stay of proceedings from its creditors in order that the Company could complete an orderly liquidation of its assets and facilitate the making of a proposal to its creditors.
45. Pursuant to subsection 65.13 of the BIA the Company may not sell or otherwise dispose of assets outside of the ordinary course of business unless authorized to do so by the Court.
46. As previously noted in this report, the Company is in the process of obtaining bids for the sale of its remaining equipment and the Williams Group has engaged a realtor to list its remaining real property for sale.
47. The Company anticipates that its interest from the bids being received on equipment, previously noted at section 28(iii) and its interest, if any, in real property should be greater in each instance than \$50,000. However there are a number of smaller transactions which the Company anticipates could occur which would be beneficial for the Company and its creditors, but the cost of seeking Court approval for each of these smaller transactions may outweigh the benefit of completing such transactions.
48. Accordingly, the Company is seeking the Court's authorization to sell, convey, transfer, lease or assign its assets or any part or parts thereof out of the ordinary course of business without the further specific approval of this Honourable Court, but subject to the consent of the NOI Trustee and PenCor,

in respect of any individual transaction involving proceeds not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000.

49. The NOI Trustee is of the view that such a strategy is in the best interests of Moving and its creditors, and therefore, the NOI Trustee supports the Company's application.

DISPOSITION OF PROCEEDS

50. The Prince Rupert Properties and the Long Term Storage Assets are subject to the security interests of the Lenders and others. However, section 65.13(8) of the BIA provides that the Court may only grant the authorization sought by the Company to sell its interest in the Prince Rupert Properties and the Long Term Storage Assets if the Court is satisfied that the Company can and will make the payments that would be required to be made under paragraphs 60(1.3)(a) and (1.5)(a) of the BIA if a proposal were approved, i.e. the amounts to be paid to employees and former employees pursuant to section 136(1)(d) of the BIA and any unpaid prescribed pension plan amounts (the "**Super Priority Amounts**"). In the present case, there has not yet been a proposal filed and there is an issue regarding priorities. The assets the Company seeks to sell are by in large not "current assets" to which a super priority is granted under the section 81.3(4) of the BIA. The assets being sold are fixed or capital assets (real property and fixtures). There may be claims in respect of unpaid pension amounts as well, but those claims should not exceed \$50,000 and they rank in priority over everything except wage claims and claims of unpaid suppliers under section 81.1 of the BIA.
51. As stated in Section 9 of this report, prior to the Filing Date, the Company employed approximately 171 employees and 49 contractors. While the NOI Trustee is not currently aware of any grounds on which any of the contractors could claim to be employees, for the purposes of this report, the NOI Trustee has calculated the Super Priority Amounts as the amount equivalent to \$2,000 for each employee and contractor (i.e. \$440,000) while a further \$50,000 would be required to address the unpaid pension plan amounts.
52. Accordingly, the NOI Trustee recommends that \$490,000 from the proceeds of the sale of the Prince Rupert Properties and the Long Term Storage Assets be held in trust by the Company's legal counsel until the quantum and the priority of the Super Priority Amounts can be determined with certainty.

53. In any event, the NOI Trustee is advised by the Williams Group that they intend to support a proposal of the Company that will provide more than enough to pay the amounts referred to in section 65.13(8) of the BIA and the NOI Trustee believes that the Williams Group does have sufficient assets to fund such a proposal. In addition, the NOI Trustee expects that there will be current assets, or proceeds from current assets, available to pay the Super Priority Amounts. The remaining proceeds would be paid to the Lenders in accordance with their security and in the amounts previously agreed, with no funds being available for the Company from these transactions. Finally, the NOI Trustee notes that if an extension of the NOI is not granted, there will be an automatic bankruptcy of the Company. If this occurs, the Secured Creditors will be free to enforce their security which will likely increase the costs of realization, jeopardize the existing sales. Further if this occurs very few, if any, of the proceeds of the assets subject to the sales referred to above would be available to fund the non-pension shortfall Super Priority Amounts because those assets are not current assets. With respect to the pension underfunding, it has a priority that should result in it being paid in any event because it ranks in priority to all secured creditors.

STAY EXTENSION APPLICATION

54. Pursuant to Section 50.4(9) of the BIA, the Company requests that this Honourable Court extend the time for the Company to file a proposal by 45 days to Monday, April 6, 2015. In the NOI Trustee's opinion:

- (i) the Company has acted and continues to act in good faith and with due diligence. In this regard, the Company has diligently continued to work towards its restructuring plans detailed in Section 28 of this report, while minimizing expenditures;
- (ii) the ability of the Company to file a viable proposal will be dependent on the Company's ability to execute on its restructuring plan. Accordingly, the Company will require additional time to realize on its assets and for the Williams Group to raise sufficient funds through other asset sales to fund a proposal; and
- (iii) the NOI Trustee is not aware of any creditor who would be materially prejudiced if the time for Moving to file a proposal were extended by 45 days to April 6, 2015.

55. In the event that this Honourable Court does not grant an extension, the Company will become bankrupt effective February 20, 2015. The NOI Trustee is of the view that more time is required to allow the Company to execute its restructuring plan which the NOI Trustee believes will result in a higher return to unsecured creditors as compared to a liquidation scenario in the event the Company is deemed bankrupt.

RECOMMENDATION

56. The NOI Trustee supports the Company's request that this Honourable Court grant orders:

- (i) approving a 45 day extension of the time for the Company to make a proposal to its creditors;
- (ii) approving the sale of Moving's interests in the Prince Rupert Properties to MDC;
- (iii) approving the sale of Long Term Storage Assets to ABC Co.; and
- (iv) authorizing the Company, with the consent of the NOI Trustee and PenCor and without further Court approval, to sell any of its assets or part or parts thereof, in respect of any individual transaction involving proceeds not exceeding \$50,000 subject to a cumulative limit of \$300,000.

All of which is respectfully submitted this 16th day of February 2015.

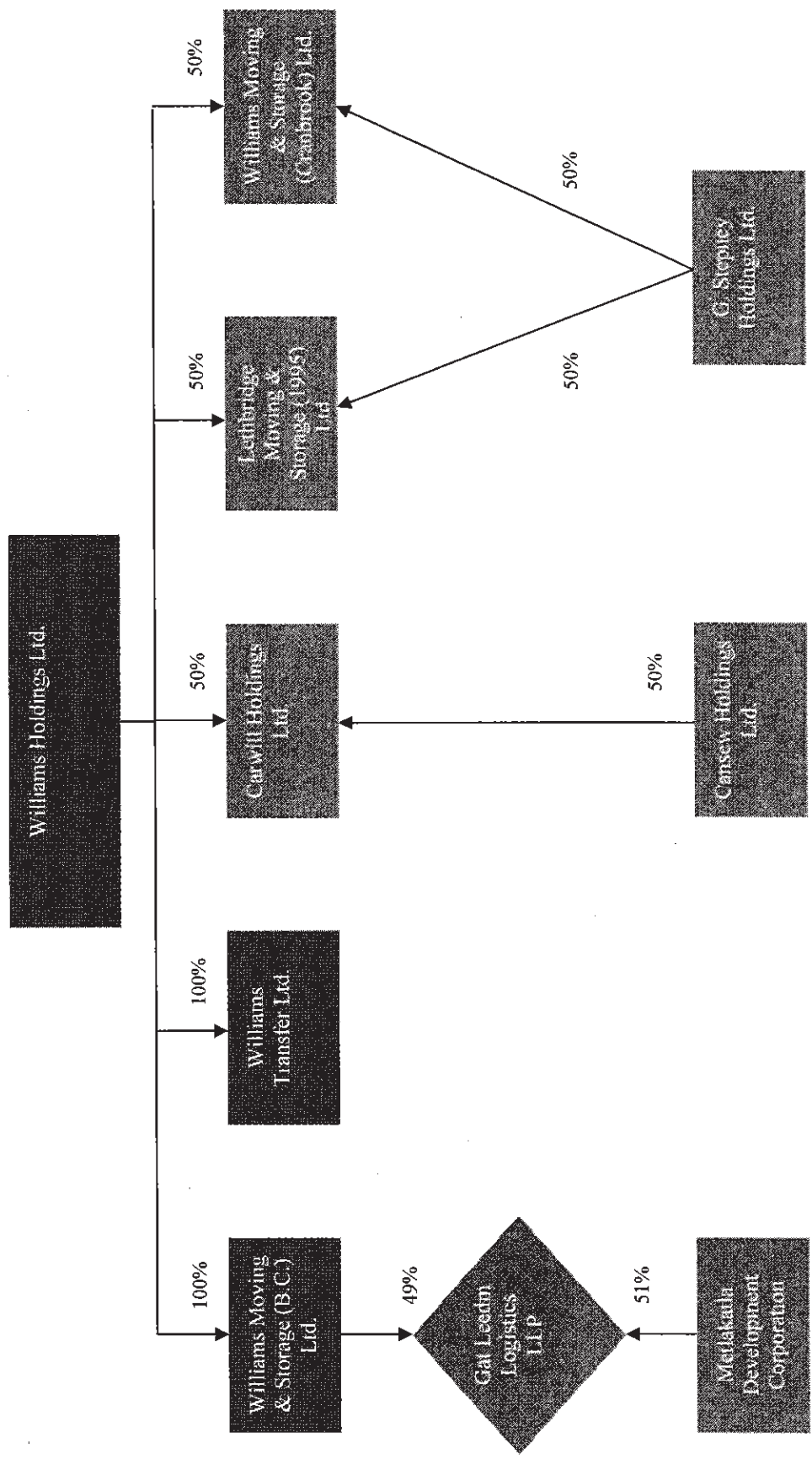
DELOITTE RESTRUCTURING INC.

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
WILLIAMS MOVING & STORAGE (B.C.) LTD. ORGANIZATIONAL CHART**



APPENDIX B
SUMMARY OF HISTORICAL FINANCIAL PERFORMANCE (JANUARY 2012 – OCTOBER 2014)

Williams Moving & Storage (B.C.) Ltd
Summary Income Statement

(in \$000)	12 months to Dec-31-2012	12 months to Dec-31-2013	10 months to Oct-31-2014
Revenue	34,000	30,105	20,540
Direct costs	(25,381)	(22,607)	(15,960)
Margin	8,619	7,498	4,580
Indirect costs	(10,893)	(9,735)	(6,229)
EBITDA	(2,274)	(2,236)	(1,648)
Other income (loss)	104	(70)	5,164
Interest, depreciation and amortization	(735)	(780)	(1,922)
Net loss before income tax	(2,904)	(3,086)	1,594
Gross margin	25.4%	24.9%	22.3%
EBITDA margin	(6.7%)	(7.4%)	(8.0%)

Note: In March 2014, the Company recorded a gain on sale of assets that was outside the Company's ordinary operations.

Source: The above is based on compiled financial statements provided by the Company for the years ended December 31, 2012 and December 31, 2013. The values provided for the 10 months to October 30, 2014 are based on Management Accounts prepared by the Company.

APPENDIX C
CASH FLOW PROJECTIONS COMPARED TO ACTUAL RESULTS FOR THE WEEK ENDED FEBRUARY 5, 2015

Williams Moving & Storage (B.C.) Ltd.
 Weekly Cash Flow Forecast
 January 29, 2015 to April 1, 2015

	Week 1 Forecast 29-Jan-15 04-Feb-15	Week 2 Forecast 05-Feb-15 11-Feb-15	Week 3 Forecast 12-Feb-15 18-Feb-15	Week 4 Forecast 19-Feb-15 25-Feb-15	Week 5 Forecast 26-Feb-15 04-Mar-15	Week 6 Forecast 05-Mar-15 11-Mar-15	Week 7 Forecast 12-Mar-15 18-Mar-15	Week 8 Forecast 19-Mar-15 25-Mar-15	Week 9 Forecast 26-Mar-15 01-Apr-15
Opening cash	404	511	522	419	385	399	297	207	325
Receipts									
United Van Lines (Canada) Ltd.	53	-	50	-	50	-	50	-	50
Accounts receivable	139	50	40	75	45	25	25	25	10
Total Receipts	192	50	90	75	95	25	75	25	60
Disbursements									
Employees	(62)	-	(93)	(6)	(70)	-	(57)	-	(66)
Insurance	(7)	(38)	(7)	-	(7)	-	-	(7)	(7)
Rent	(4)	-	(9)	(8)	(4)	(32)	(9)	-	(9)
Operating losses	-	-	-	(47)	-	-	-	-	(47)
Building utilities & maintenance	-	-	-	(26)	-	-	-	-	(26)
Telecommunications	-	-	-	(5)	-	-	-	-	-
Advertising	-	-	-	(6)	-	-	-	-	-
Security	-	-	-	(6)	-	-	-	-	(10)
Contingency	-	-	(85)	-	-	(85)	-	-	(85)
Trustee paid legal fees	(73)	(28)	(103)	(109)	(81)	(187)	(68)	(7)	(293)
Total Disbursements	(107)	(12)	(103)	(34)	(14)	(102)	9	18	(196)
Net change in cash	107	522	419	385	399	297	207	325	139
Closing cash	511	522	419	385	399	297	207	325	139

Assumptions

- 1) All post-filing obligations incurred after January 21, 2015 will be paid in the normal course.
- 2) Amounts included in the cash flow are shown in Canadian dollars. USD balances and transactions are converted at CAD \$1 : USD \$1.2374.
- 3) All employee payroll obligations and benefits including source withholdings will be remitted and paid in full in the normal course.
- 4) Company will keep employee expense reimbursements current for all post-filing expenses.
- 5) Rent will continue to be paid at all of the Company's locations by way of rent payments to Williams Transfer Ltd.
- 6) Williams Moving & Storage (B.C.) Ltd intends to apply to the Court for the approval of asset sales throughout the forecast period. Asset sales have been excluded from the cash flow forecast as realizations have not been finalized at the time of filing.

[Signature]
 Williams Moving & Storage (B.C.) Ltd.

[Signature]
 Deloitte Restructuring Inc. - Trustee

Dated: January 30, 2015

Williams Moving & Storage (B.C.) Ltd.
Cash Flow Projection to Actual
Week Ended February 5, 2015

	Week 1		
	Actual	Forecast	Variance
CDN \$'000			\$ %
Opening cash	379	404	(25) 6.2%
Receipts			
Rental revenue	-	-	- n/a
United Van Lines (Canada) Ltd.	50	50	- - %
Accounts receivable	254	130	124 95.6%
Asset sales	-	-	- n/a
Other	-	-	- n/a
Total Receipts	304	180	124 69.0%
Disbursements			
Employees	(59)	(62)	3 4.6%
Insurance	(2)	(7)	5 74.6%
Rent	(4)	(4)	- - %
Operating leases	-	-	- n/a
Building utilities & maintenance	(5)	-	(5) n/a
Telecommunications	-	-	- n/a
Accounting	-	-	- n/a
Advertising	-	-	- n/a
Security	(5)	-	(5) n/a
Contingency	(13)	-	(13) n/a
Trustee and legal fees	-	-	- n/a
Total Disbursements	(87)	(73)	(14) (19.1%)
Net change in cash	217	107	110 103.4%
Closing cash	596	511	85 16.7%

APPENDIX D
CASH FLOW PROJECTIONS TO THE WEEK ENDED APRIL 29, 2015

Williams Moving & Storage (B.C.) Ltd.
Weekly Cash Flow Forecast
January 29, 2015 to April 29, 2015

	Week 1 Actual 29-Jan-15 04-Feb-15	Week 2 Forecast 05-Feb-15 11-Feb-15	Week 3 Forecast 12-Feb-15 18-Feb-15	Week 4 Forecast 19-Feb-15 25-Feb-15	Week 5 Forecast 26-Feb-15 04-Mar-15	Week 6 Forecast 05-Mar-15 11-Mar-15	Week 7 Forecast 12-Mar-15 18-Mar-15	Week 8 Forecast 19-Mar-15 25-Mar-15	Week 9 Forecast 26-Mar-15 01-Apr-15	Week 10 Forecast 02-Apr-15 08-Apr-15	Week 11 Forecast 09-Apr-15 15-Apr-15	Week 12 Forecast 16-Apr-15 22-Apr-15	Week 13 Forecast 23-Apr-15 29-Apr-15
Opening cash	379	596	608	504	480	494	392	402	420	225	193	182	175
Receipts													
United Van Lines (Canada) Ltd.	50	-	50	-	50	-	50	-	50	-	50	-	-
Accounts receivable	254	50	40	75	45	25	25	25	10	-	-	-	-
Total Receipts	304	50	90	75	95	25	75	25	60	-	50	-	-
Disbursements													
Employees	(59)	-	(93)	(6)	(70)	-	(57)	-	(56)	-	(53)	-	(54)
Insurance	(2)	-	(7)	-	(7)	-	-	(7)	(7)	-	-	(7)	-
Rent	(4)	(38)	-	-	(4)	(32)	-	-	(4)	(32)	-	-	-
Operating leases	-	-	(9)	(8)	-	-	(9)	-	(8)	-	(9)	-	-
Building utilities & maintenance	(5)	-	-	(42)	-	-	-	-	(47)	-	-	-	-
Telecommunications	-	-	-	(28)	-	-	-	-	(28)	-	-	-	-
Advertising	-	-	-	(5)	-	-	-	-	-	-	-	-	-
Security	(5)	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	(13)	-	-	(10)	-	-	-	-	(10)	-	-	-	-
Trustee and Legal Fees	-	-	(85)	-	-	(95)	-	-	(95)	-	-	-	-
Total Disbursements	(87)	(38)	(193)	(99)	(81)	(127)	(66)	(7)	(256)	(32)	(61)	(7)	(56)
Net change in cash	217	12	(103)	(24)	14	(102)	9	18	(195)	(32)	(11)	(7)	(56)
Closing cash	596	608	504	480	494	392	402	420	225	193	182	175	119

Assumptions

- 1) All post-filing obligations incurred after January 21, 2015 will be paid in the normal course.
- 2) Amounts included in the cash flow are shown in Canadian dollars. USD balances and transactions are converted at CAD \$1 : USD \$1.2374.
- 3) All employee payroll obligations and benefits including source withholdings will be remitted and paid in full in the normal course.
- 4) Company will keep employee expense reimbursements current for all post-filing expenses.
- 5) Rent will continue to be paid at all of the Company's locations by way of rent payments to Williams Transfer Ltd.
- 6) Williams Moving & Storage (B.C.) Ltd intends to apply to the Court for the approval of asset sales throughout the forecast period. Asset sales have been excluded from the cash flow forecast as realizations have not been finalized at the time of filing.

APPENDIX E
OFFER TO PURCHASE PRINCE RUPERT PROPERTIES

OFFER TO PURCHASE

Date: February 6, 2015

TO: Williams Transfer Ltd., incorporation number BC0928388, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3 (herein called "Transfer")

-and-

Williams Moving & Storage (B.C.) Ltd., incorporation number BC0884902, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called "Williams Moving & Storage")

(herein Transfer and Williams Moving & Storage are collectively called the "Vendor")

WHEREAS:

A. Metlakatla Development Corporation, society number XS-0025503 (herein called the "Purchaser") having the delivery and mailing addresses of its head office inside British Columbia at Lot 1, Block 6, Plan BC1123, Tsimpsean Indian Reserve No. 2, Metlakatla, c/o PO Box 224, Prince Rupert, British Columbia, V8J 3P6 desires to make an offer to purchase those lands and improvements situate, lying and being in the City of Prince Rupert, in the Province of British Columbia, and being more particularly known and described in Schedule "A" attached hereto and forming part hereof (herein called the "Land");

B. Transfer is the legal and beneficial owner of Lot A (as herein defined);

C. Transfer is the registered legal owner of Lot 1 (as herein defined) and Williams Moving & Storage is the beneficial owner of Lot 1;

D. Williams Moving & Storage has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division I of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of Williams Moving & Storage's beneficial interest in Lot 1 and the conveyance of Williams Moving & Storage's beneficial interest in Lot 1 to the Purchaser is subject to the authorization of the court;

E. The Vendor and Purchaser have agreed that the purchase price of the Land will be the aggregate amount of \$2,000,000.00 less an amount equal to the product of 3% of the aforesaid amount being the amount that would otherwise be payable for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this offer and the agreement resulting from the acceptance of this offer by the Vendor and the amount the Purchaser offers in this Offer to Purchase has been reduced accordingly. For greater certainty, the amount of the deduction will be \$60,000.00.

NOW THEREFORE the Purchaser hereby offers to purchase upon the terms and conditions set forth, the Land for the sum of ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000.00) plus or minus the adjustments (herein called the "Purchase Price") payable as follows:

TERMS AND CONDITIONS

1. Completion and Possession

- 1.01 "Business Day" means a day which is not a Saturday, Sunday or a day that is prescribed as a statutory holiday in British Columbia.
- 1.02 The Purchase Price shall be paid or satisfied by the Purchaser as follows:
- 1.02.01 the sum of THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$30,500.00) now paid by the Purchaser to the Purchaser's solicitor to be held in trust for both the Vendor and the Purchaser, and which, subject to the terms and conditions herein contained, shall be paid to the Vendor at the Time of Closing (herein defined);
- 1.02.02 the sum of ONE MILLION NINE HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS (\$1,909,500.00) shall be paid to the solicitor for the Vendor and the purchase and sale of the Land shall be completed at or before 2:00 p.m., Pacific Time, on the 20th day February, 2015, (unless extended pursuant to section 6.02) or such other time or date as may be agreed upon in writing between the Vendor and the Purchaser or their respective solicitors (herein called the "Time of Closing").
- 1.03 The Purchaser shall have vacant possession of the Land at the Time of Closing except for the existing tenancies, if any, described in Schedule "B" attached hereto and the Purchaser will assume such tenancies at the Time of Closing.
- 1.04 The Vendor and Purchaser may, by mutual agreement in writing made by them or their respective solicitors, change the Time of Closing.
- 1.05 In addition to paying the Purchase Price, the Purchaser shall, unless exempted by the provisions of section 1.06, pay to the Vendor or its solicitor at the Time of Closing the full amount of the goods and services tax payable on the supply of the Land determined in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall indemnify and save harmless the Vendor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
- 1.05.01 to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Land whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and,/or
- 1.05.02 to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Land.
- 1.06 The Purchaser shall not be required to pay goods and services tax to the Vendor pursuant to section 1.05 if the Land is not the supply of a residential complex to an individual as defined in the Excise Tax Act of Canada and the Purchaser delivers to the Vendor's solicitor, in a form satisfactory to the Vendor's solicitor,

acting reasonably, written proof that the Purchaser is a registrant for the goods and services tax under the Excise Tax Act of Canada.

2. **Adjustments.** The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges from, AND all adjustments both incoming and outgoing of whatsoever nature with respect to the Land shall be made as of, the Time of Closing.
3. **Encumbrances**
 - 3.01 Subject to sections 1.03 and 7.05, the Land shall, at or before the Time of Closing, be free of all encumbrances, claims, charges and liens save and except for any conditions, provisos, restrictions, exceptions and reservations contained in the original grant or other disposition from the Crown and, as to Lot A, statutory right of way J9531 and easement J9532 (herein called the "Permitted Encumbrances").
 - 3.02 If a Duplicate Certificate of Title for the Land has been issued by the registrar of titles, the Vendor will cause the Duplicate Certificate of Title to be lodged at the land title office at or before the Time of Closing.
4. **Included Items.** The Land includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixture and all appurtenances and attachments thereto but does not include any other chattels, moveables or any other item of personal property located in, on or around the Land.
5. **Condition of the Land.** The Purchaser acknowledges, agrees and declares that it will purchase the Land on an "as is, where is" basis and that the Vendor has made no representations or warranties with respect to the condition of the Land or any buildings or improvements located thereon except those which are specifically set out in this offer.
6. **Conditions Precedent.**
 - 6.01 The obligation of the Vendor to complete the within transaction is subject to:
 - 6.01.01 Williams Moving & Storage, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of Williams Moving & Storage's beneficial interest in Lot 1 to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing Williams Moving & Storage to execute such documents and take such actions as may be necessary to convey and transfer beneficial title to Lot 1 to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions").
 - 6.02 The Vendor's Subject Conditions are to be fulfilled on or before 5:00 p.m. on the 18th day of February 2015, provided that by written notice delivered to the Purchaser on or before February 18, 2015, the Vendor may extend the time for fulfilling the Vendor's Subject Conditions to 5:00 pm February 25, 2015, and in

such event, the Time of Closing shall be automatically extended to February 27, 2015.

- 6.03 If written notice of fulfillment of the Vendor's Subject Conditions is not provided to the Purchaser by the date for fulfillment of the Vendor's Subject Conditions, then failing further written agreement between the parties this Offer to Purchase shall become null and void and neither party shall have any further obligations to the other in respect of this Offer to Purchase and the Deposit shall be returned forthwith to the Purchaser.
- 6.04 It shall be a condition of the completion of the purchase and sale of the Property that concurrently with such purchase and sale, the following purchase and sale transactions are also completed:
- 6.04.01 The purchase by the Purchaser from Williams Holdings Ltd. and Williams Moving & Storage, together as vendor, of the property having a municipal address of 120 Metlakatla Road, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser, Williams Holdings Ltd. and Williams Moving & Storage concurrently with this Offer to Purchase; and
- 6.04.02 The purchase by the Purchaser from Williams Moving & Storage of the property having a municipal address of 341 Kaien Road, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser and Williams Moving & Storage concurrently with this Offer to Purchase.

7. General

- 7.01 The Deposit paid by the Purchaser to the Vendor shall form part of the Purchase Price.
- 7.02 At or before the Time of Closing, the Purchaser shall pay or cause to be paid to:
- 7.02.01 The Land Title & Survey Authority for the Province of British Columbia, all Property Transfer Tax payable on the transfer of the Land; and,
- 7.02.02 the Vendor or the Vendor's solicitor, an amount equal to all Goods and Services Tax payable by the Purchaser for the supply of any part of the Land or chattels described in Schedule "A" which, by law, the Purchaser is required to pay goods and services tax on.
- 7.03 The Purchaser shall bear all costs of transferring the Land to the Purchaser, including registration costs, other than those costs payable by the Vendor as provided in section 7.04.
- 7.04 The Vendor shall bear all costs of ensuring that the Land is encumbered only as specified in paragraph 3.01 herein and that any Duplicate Certificate of Title issued by the registrar of titles is lodged at the applicable land title office at or before the Time of Closing.
- 7.05 If, at the Time of Closing, the Land is subject to any financial encumbrances the Vendor, while still required to release such financial encumbrances from the Land, may wait to pay and discharge the existing financial encumbrances until immediately after receipt of the Purchase Price, but in that event, the Purchaser

may pay the Purchase Price to a solicitor in trust, on undertakings satisfactory to the Purchaser or the Purchaser's solicitor, each acting reasonably, to pay and discharge the financial encumbrances, and to remit the balance, if any, to the Vendor's solicitors.

- 7.06 If the Purchaser is relying upon a loan to be secured by a new mortgage of the Land to finance payment of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on completion of the purchase of the Land, may wait to pay the Purchase Price to the Vendor's solicitor, until after the transfer or, as applicable, the Approval Order, and mortgage documents have been tendered for registration at the applicable land title office and receipt of the mortgage proceeds, but only if before such tendering, the full amount of the Purchase Price, except for the proceeds of the loan, is held in trust by the Purchaser's solicitor, the Purchaser has fulfilled all of the lender's conditions for funding except lodging the new mortgage for registration at the land title office and such solicitor has given his unconditional undertaking to the Vendor's solicitor, to pay the Purchase Price to the Vendor's solicitors forthwith upon the transfer or, as applicable, the Approval Order, and mortgage being concurrently tendered for registration at the land title office and a satisfactory post-tendering search has been obtained which indicates that the Purchaser will, in the ordinary course of land title office procedures, become the registered owner of the Land free and clear of all charges, encumbrances and legal notations except for the Permitted Encumbrances and that the new mortgage will become registered as a charge against the Land subsequent only to the Permitted Encumbrances and upon receipt of the mortgage proceeds.
- 7.07 In this offer, whenever the word "solicitor" is used it shall be deemed to include a notary public for British Columbia.
- 7.08 The Land shall be at the risk of the Vendor up to 12:01 a.m. on the day on which the Time of Closing occurs, and in the event of loss or damage to the same occurring before such time by reason of acts of a third party, tempest, lightning, earthquake, flood or other act of God, fire, explosion, riot, civil commotion, insurrection or war, the Purchaser may, at his option, cancel this agreement, and shall thereupon be entitled to the return of any monies paid hereunder. The Land shall be at the risk of the Purchaser from and including 12:01 a.m. on the day on which the Time of Closing occurs.
- 7.09 All appropriate documents to effect the sale and purchase of the Land shall be prepared by the Purchaser, in registrable form on the terms and conditions herein set forth, and shall be delivered for execution by the Purchaser to the Vendor's solicitor, at or before the date that is two Business Days prior to the Time of Closing.
- 7.10 Tender of any monies to be paid hereunder shall be made by bank draft, certified cheque or wire transfer of immediately available funds, in Canadian funds. Such bank draft, certified cheque or wire transfer shall be payable to the party on whom tender is made (or if a solicitor is acting for that party, to the solicitor), and drawn on a Canadian chartered bank, trust company or credit union, and tender may be made on an officer of the party, or a solicitor known to the tendering party to be acting for the other in this matter.

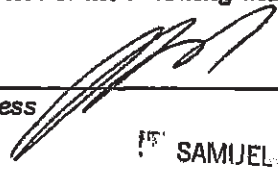
- 7.11 Time shall be of the essence hereof, and unless the balance of the Purchase Price is paid at or before the Time of Closing the Vendor may, at the Vendor's option, cancel this agreement, and in such event, the Deposit paid by the Purchaser to the Vendor shall be absolutely forfeited to the Vendor as liquidated damages and the Vendor and Purchaser hereby agree that they have genuinely pre-estimated that the Deposit is the amount of the damages which the Vendor will suffer as a consequence of the Purchaser being in default of any condition, covenant or term of this Offer to Purchase and the forfeiture of the Deposit paid by the Purchaser shall be the Vendor's sole and exclusive remedy and this Offer to Purchase will be terminated forthwith after such payment has been made.
- 7.12 There are no representations, warranties, guarantees, promises, agreements or covenants other than those contained herein, all of which shall survive the completion of the sale, and shall not merge therewith.
- 7.13 Any notice:
- 7.13.01 To be given or which is desired to be given pursuant to this Offer may be given, in the case of any individual, by personally delivering it to him and, in the case of any corporation, by personally delivering it to any director or, in the case of any individual by mailing it to him, by way of regular pre-paid postage in an envelope addressed to him at his address set out on the first page of this Offer or, in the case of any corporation, either the address set out on the first page of this Offer or the registered office of the corporation and such notice shall be deemed to have been received, in the case of personal delivery, on the date of delivery, unless delivery is made after 4:00 p.m. or on a Saturday, Sunday, or statutory holiday, in which event it shall be deemed to have been received the following Business Day and in the event of delivery by mailing by way of regular pre-paid postage, notice shall be deemed to have been received five days after the mailing of the notice from any Post Office in the Province of British Columbia except if mailed during or within 5 days of a postal strike in which event notice shall be deemed to have been received 72 hours after the cessation of such strike. If any such notice sent by mail is returned as having been refused, unclaimed or the addressee has moved or there is no such address, such notice shall be deemed to have been made on the fifth Business Day after the day of the mailing thereof. Any party may change his address for delivery by mail by notifying the parties in accordance with this section.
- 7.13.02 Delivered or mailed to an address for notice will be deemed to be validly given notwithstanding the dissolution or legal incapacity of the person to whom the notice is directed, whether known or unknown to the person giving the notice.
- 7.14 This Offer to Purchase and the binding agreement resulting from its acceptance shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Offer shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate section. Should any provision or provisions of this Offer and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Offer and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

- 7.15 The captions and headings appearing in the margin or the body of this Offer to Purchase have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Offer or any provision hereof.
- 7.16 Unless the context otherwise requires, the word "Vendor" wherever it is used in this Offer to Purchase shall be construed to include and shall mean the Vendor, its successors and assigns and the word "Purchaser" shall be construed to include and shall mean the Purchaser and the executors, administrators, successors and assigns of the Purchaser and unless the context requires otherwise, in this Offer to Purchase words imparting the singular include the plural and vice versa, and words imparting gender include all genders.
- 7.17 This Offer to Purchase shall be open for acceptance up to 4:00 p.m., Pacific Time, on February 13, 2015, and if not accepted by the Vendor on or before such date and time, shall, at the Purchaser's option, be null and void. Upon acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase shall be a binding agreement for the sale and purchase of the Land, on the terms and conditions herein set forth and the agreement resulting from the acceptance of this Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 7.18 This Offer to Purchase may be executed in one or more counterparts, and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart and a facsimile sent by telecopier or a scanned and electronically sent copy of an originally executed counterpart of this Offer to Purchase shall be deemed, for all purposes, to be an original of this Offer to Purchase.
- 7.19 The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered as a vendor for the collection of goods and services tax pursuant to the *Excise Tax Act* of Canada and its GST number is 129843769.
- 7.20 The Purchase Price of the Land shall be allocated between Lot A and Lot 1 as follows:
- | | |
|--------|-----------------------|
| Lot A: | \$1,823,600.00 |
| Lot 1: | <u>\$116,400.00</u> |
| Total: | <u>\$1,940,000.00</u> |
- 7.21 The portion of the Purchase Price allocated to Lot A shall be further allocated between lands and buildings as follows:
- | | |
|------------|-----------------------|
| Land: | \$769,306.00 |
| Buildings: | <u>\$1,054,294.00</u> |
| Total: | <u>\$1,823,600.00</u> |

7.22 Each of the parties hereto acknowledges and agrees that it is not aware of any current or possible future claim for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Offer to Purchase and that if any such claim should arise through, or under, or by virtue of any action taken by, any party hereto, such party shall indemnify and hold harmless the other or others in respect thereof.

SIGNED, SEALED AND DELIVERED by and on behalf of METLAKATLA DEVELOPMENT CORPORATION on the 11 day of February, 2015, by its authorized signatory in the presence of the following witness:

Witness



SAMUEL J. McLEAN
Barrister & Solicitor
P.O. BOX 188, 217-3rd Ave. West
Prince Rupert, B.C. V8J 3P7
Tel. No. 624-2116

Address

Occupation

METLAKATLA DEVELOPMENT CORPORATION

Per:



Name:

Brenda Joycelne Caighton

Title:

President and Director

ACCEPTANCE

The Vendor hereby accepts the above offer to purchase and covenants and agrees to and with the Purchaser to carry out the sale of the Land on the terms and conditions set forth above.

SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS TRANSFER LTD. on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K. Oshrowe
Witness
17 3550 Adair St, Vancouver
Address
EA
Occupation

WILLIAMS TRANSFER LTD.

Per: [Signature]
(signature)
Name: V. T. Williams
(please print)
Title: Pres & CEO
(please print)

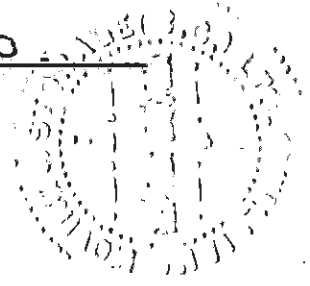


SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS MOVING & STORAGE (B.C.) LTD. on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K. Oshrowe
Witness
17 3550 Adair St, Vancouver
Address
EA
Occupation

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

Per: [Signature]
(signature)
Name: V. T. Williams
(please print)
Title: Pres & CEO
(please print)



SCHEDULE "A"
(Description of land and improvements)

LOCATION: 1600 Prince Rupert Blvd., Prince Rupert, British Columbia
1651 Prince Rupert Blvd., Prince Rupert, British Columbia

PARCEL IDENTIFIER: 005-880-971
004-733-100

LEGAL DESCRIPTION: Lot A, District Lot 251, Range 5, Coast District, Plan 9668 except
Plan 11090 ("Lot A")
Lot 1, District Lot 251, Range 5, Coast District, Plan 11090 ("Lot 1")

DESCRIPTION OF IMPROVEMENTS: Lot 1 is vacant land and Lot A is land with a commercial building fixed thereon.

SCHEDULE "B"
(Existing Tenancies)

Gat Leedm LLP has a verbal lease agreement with the Vendor under which it has leased an area of approximately 2,000 square feet in the southern portion of the building located on Lot A and pays rent in the amount of \$2,000.00 per month. Gat Leedm LLP also has a separate verbal lease agreement with the Vendor under which it leases office space in the building located on Lot A and pays rent in the amount of \$600.00 per month and pursuant to this lease agreement, Gat Leedm LLP leases the entire northern portion of the building located on Lot A having an area of approximately 4,800 square feet to use as a warehouse for its business and the land around the building located on Lot A for parking and storage of Gat Leedm LLP's vehicles and related equipment at no extra cost, charge, expense or rental of any kind.

Lease dated May 13, 2013 between the Vendor, as landlord, and Ridley Terminal Inc., as tenant, on a month-to-month basis, for 4700 square feet at a rate of \$0.95 per square foot per month.

Lease made effective January 1, 2012, between Transfer, as landlord, and FirstCanada ULC, as tenant, on a month-to-month basis, for 3600 square feet shop space and 17,000 square feet yard area at a rate of \$3,609 per month.

OFFER TO PURCHASE

Date: February 6, 2015

TO: Williams Moving & Storage (B.C.) Ltd., incorporation number BC0884902, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called the "Vendor")

WHEREAS:

A. Metlakatla Development Corporation, society number XS-0025503 (herein called the "Purchaser") having the delivery and mailing addresses of its head office inside British Columbia at Lot 1, Block 6, Plan BC1123, Tsimpsean Indian Reserve No. 2, Metlakatla, c/o PO Box 224, Prince Rupert, British Columbia, V8J 3P6 desires to make an offer to purchase those lands and improvements situate, lying and being in the City of Prince Rupert, in the Province of British Columbia, and being more particularly known and described in Schedule "A" attached hereto and forming part hereof (herein called the "Land");

B. The Vendor is the registered legal and beneficial owner of the Land;

C. The Vendor has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division 1 of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of the Vendor's interest in the Land and the conveyance of the Land to the Purchaser is subject to the authorization of the court;

D. The Vendor and Purchaser have agreed that the purchase price of the Land will be the aggregate amount of \$1,060,122.00 less an amount equal to the product of 3% of the aforesaid amount being the amount that would otherwise be payable for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this offer and the agreement resulting from the acceptance of this offer by the Vendor and the amount the Purchaser offers in this Offer to Purchase has been reduced accordingly. For greater certainty, the amount of the deduction will be \$31,803.66.

NOW THEREFORE the Purchaser hereby offers to purchase upon the terms and conditions set forth, the Land for the sum of ONE MILLION TWENTY-EIGHT THOUSAND THREE HUNDRED EIGHTEEN DOLLARS THIRTY-FOUR CENTS (\$1,028,318.34) plus or minus the adjustments (herein called the "Purchase Price") payable as follows:

TERMS AND CONDITIONS

1. Completion and Possession

1.01 "Business Day" means a day which is not a Saturday, Sunday or a day that is prescribed as a statutory holiday in British Columbia.

1.02 The Purchase Price shall be paid or satisfied by the Purchaser as follows:

1.02.01 the sum of NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$9,750.00) now paid by the Purchaser to the Purchaser's solicitor to be held in trust for both the Vendor and the Purchaser, and which, subject to the terms and conditions herein contained, shall be paid to the Vendor at the Time of Closing (herein defined);

- 1.02.02 the sum of ONE MILLION EIGHTEEN THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS THIRTY-FOUR CENTS (\$1,018,568.34) shall be paid to the solicitor for the Vendor and the purchase and sale of the Land shall be completed at or before 2:00 p.m., Pacific Time, on the 20th day February, 2015, (unless extended pursuant to section 6.02) or such other time or date as may be agreed upon in writing between the Vendor and the Purchaser or their respective solicitors (herein called the "Time of Closing").
- 1.03 The Purchaser shall have vacant possession of the Land at the Time of Closing except for the existing tenancies, if any, described in Schedule "B" attached hereto and the Purchaser will assume such tenancies at the Time of Closing.
- 1.04 The Vendor and Purchaser may, by mutual agreement in writing made by them or their respective solicitors, change the Time of Closing.
- 1.05 In addition to paying the Purchase Price, the Purchaser shall, unless exempted by the provisions of section 1.06, pay to the Vendor or its solicitor at the Time of Closing the full amount of the goods and services tax payable on the supply of the Land determined in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall indemnify and save harmless the Vendor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
- 1.05.01 to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Land whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and,/or
- 1.05.02 to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Land.
- 1.06 The Purchaser shall not be required to pay goods and services tax to the Vendor pursuant to section 1.05 if the Land is not the supply of a residential complex to an individual as defined in the Excise Tax Act of Canada and the Purchaser delivers to the Vendor's solicitor, in a form satisfactory to the Vendor's solicitor, acting reasonably, written proof that the Purchaser is a registrant for the goods and services tax under the Excise Tax Act of Canada.
2. Adjustments. The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges from, AND all adjustments both incoming and outgoing of whatsoever nature with respect to the Land shall be made as of, the Time of Closing.
3. Encumbrances
- 3.01 Subject to sections 1.03 and 7.05, the Land shall, at or before the Time of Closing, be free of all encumbrances, claims, charges and liens save and except for any conditions, provisos, restrictions, exceptions and reservations contained in the original grant or other disposition from the Crown (herein called the "Permitted Encumbrances").

3.02 If a Duplicate Certificate of Title for the Land has been issued by the registrar of titles, the Vendor will cause the Duplicate Certificate of Title to be lodged at the land title office at or before the Time of Closing.

4. Included Items. The Land includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixture and all appurtenances and attachments thereto but does not include any other chattels, moveables or any other item of personal property located in, on or around the Land.

5. Condition of the Land. The Purchaser acknowledges, agrees and declares that it will purchase the Land on an "as is, where is" basis and that the Vendor has made no representations or warranties with respect to the condition of the Land or any buildings or improvements located thereon except those which are specifically set out in this offer.

6. Conditions Precedent.

6.01 The obligation of the Vendor to complete the within transaction is subject to:

6.01.01 The Vendor, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of the Vendor's interest in the Land to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing the Vendor to execute such documents and take such actions as may be necessary to convey and transfer legal and beneficial title to the Land to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions").

6.02 The Vendor's Subject Conditions are to be fulfilled on or before 5:00 p.m. on the 18th day of February 2015, provided that by written notice delivered to the Purchaser on or before February 18, 2015, the Vendor may extend the time for fulfilling the Vendor's Subject Conditions to 5:00 pm February 25, 2015, and in such event, the Time of Closing shall be automatically extended to February 27, 2015.

6.03 If written notice of fulfillment of the Vendor's Subject Conditions is not provided to the Purchaser by the date for fulfillment of the Vendor's Subject Conditions, then failing further written agreement between the parties this Offer to Purchase shall become null and void and neither party shall have any further obligations to the other in respect of this Offer to Purchase and the Deposit shall be returned forthwith to the Purchaser.

6.04 It shall be a condition of the completion of the purchase and sale of the Property that concurrently with such purchase and sale, the following purchase and sale transactions are also completed:

6.04.01 The purchase by the Purchaser from Williams Holdings Ltd. and the Vendor, together as vendor of the property having a municipal address of 120 Metlakatla Road, Prince Rupert, BC pursuant to a purchase and

sale agreement entered into by the Purchaser, Williams Holdings Ltd. and the Vendor concurrently with this Offer to Purchase; and

6.04.02 The purchase by the Purchaser from Williams Transfer Ltd. and the Vendor, together as vendor of the properties having municipal addresses of 1600 and 1651 Prince Rupert Boulevard, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser, Williams Transfer Ltd. and the Vendor concurrently with this Offer to Purchase.

7. General

7.01 The Deposit paid by the Purchaser to the Vendor shall form part of the Purchase Price.

7.02 At or before the Time of Closing, the Purchaser shall pay or cause to be paid to:

7.02.01 The Land Title & Survey Authority for the Province of British Columbia, all Property Transfer Tax payable on the transfer of the Land; and,

7.02.02 The Vendor or the Vendor's solicitor, an amount equal to all Goods and Services Tax payable by the Purchaser for the supply of any part of the Land or chattels described in Schedule "A" which, by law, the Purchaser is required to pay goods and services tax on.

7.03 The Purchaser shall bear all costs of transferring the Land to the Purchaser, including registration costs, other than those costs payable by the Vendor as provided in section 7.04.

7.04 The Vendor shall bear all costs of ensuring that the Land is encumbered only as specified in paragraph 3.01 herein and that any Duplicate Certificate of Title issued by the registrar of titles is lodged at the applicable land title office at or before the Time of Closing.

7.05 If, at the Time of Closing, the Land is subject to any financial encumbrances the Vendor, while still required to release such financial encumbrances from the Land, may wait to pay and discharge the existing financial encumbrances until immediately after receipt of the Purchase Price, but in that event, the Purchaser may pay the Purchase Price to a solicitor in trust, on undertakings satisfactory to the Purchaser or the Purchaser's solicitor, each acting reasonably, to pay and discharge the financial encumbrances, and to remit the balance, if any, to the Vendor's solicitor.

7.06 If the Purchaser is relying upon a loan to be secured by a new mortgage of the Land to finance payment of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on completion of the purchase of the Land, may wait to pay the Purchase Price to the Vendor's solicitor, until after the transfer or, as applicable, the Approval Order, and mortgage documents have been tendered for registration at the applicable land title office and receipt of the mortgage proceeds, but only if before such tendering, the full amount of the Purchase Price, except for the proceeds of the loan, is held in trust by the Purchaser's solicitor, the Purchaser has fulfilled all of the lender's conditions for funding except lodging the new mortgage for registration at the land title office and such solicitor has given his unconditional undertaking to the Vendor's solicitor, to pay the Purchase Price to the Vendor's solicitors forthwith upon the

transfer or, as applicable, the Approval Order, and mortgage being concurrently tendered for registration at the land title office and a satisfactory post-tendering search has been obtained which indicates that the Purchaser will, in the ordinary course of land title office procedures, become the registered owner of the Land free and clear of all charges, encumbrances and legal notations except for the Permitted Encumbrances and that the new mortgage will become registered as a charge against the Land subsequent only to the Permitted Encumbrances and upon receipt of the mortgage proceeds.

- 7.07 In this offer, whenever the word "solicitor" is used it shall be deemed to include a notary public for British Columbia.
- 7.08 The Land shall be at the risk of the Vendor up to 12:01 a.m. on the day on which the Time of Closing occurs, and in the event of loss or damage to the same occurring before such time by reason of acts of a third party, tempest, lightning, earthquake, flood or other act of God, fire, explosion, riot, civil commotion, insurrection or war, the Purchaser may, at his option, cancel this agreement, and shall thereupon be entitled to the return of any monies paid hereunder. The Land shall be at the risk of the Purchaser from and including 12:01 a.m. on the day on which the Time of Closing occurs.
- 7.09 All appropriate documents to effect the sale and purchase of the Land shall be prepared by the Purchaser, in registrable form on the terms and conditions herein set forth, and shall be delivered for execution by the Purchaser to the Vendor's solicitor, at or before the date that is two Business Days prior to the Time of Closing.
- 7.10 Tender of any monies to be paid hereunder shall be made by bank draft, certified cheque or wire transfer of immediately available funds, in Canadian funds. Such bank draft, certified cheque or wire transfer shall be payable to the party on whom tender is made (or if a solicitor is acting for that party, to the solicitor), and drawn on a Canadian chartered bank, trust company or credit union, and tender may be made on an officer of the party, or a solicitor known to the tendering party to be acting for the other in this matter.
- 7.11 Time shall be of the essence hereof, and unless the balance of the Purchase Price is paid at or before the Time of Closing the Vendor may, at the Vendor's option, cancel this agreement, and in such event, the Deposit paid by the Purchaser to the Vendor shall be absolutely forfeited to the Vendor as liquidated damages and the Vendor and Purchaser hereby agree that they have genuinely pre-estimated that the Deposit is the amount of the damages which the Vendor will suffer as a consequence of the Purchaser being in default of any condition, covenant or term of this Offer to Purchase and the forfeiture of the Deposit paid by the Purchaser shall be the Vendor's sole and exclusive remedy and this Offer to Purchase will be terminated forthwith after such payment has been made.
- 7.12 There are no representations, warranties, guarantees, promises, agreements or covenants other than those contained herein, all of which shall survive the completion of the sale, and shall not merge therewith.

7.13 Any notice:

7.13.01 To be given or which is desired to be given pursuant to this Offer may be given, in the case of any individual, by personally delivering it to him and, in the case of any corporation, by personally delivering it to any director or, in the case of any individual by mailing it to him, by way of regular pre-paid postage in an envelope addressed to him at his address set out on the first page of this Offer or, in the case of any corporation, either the address set out on the first page of this Offer or the registered office of the corporation and such notice shall be deemed to have been received, in the case of personal delivery, on the date of delivery, unless delivery is made after 4:00 p.m. or on a Saturday, Sunday, or statutory holiday, in which event it shall be deemed to have been received the following Business Day and in the event of delivery by mailing by way of regular pre-paid postage, notice shall be deemed to have been received five days after the mailing of the notice from any Post Office in the Province of British Columbia except if mailed during or within 5 days of a postal strike in which event notice shall be deemed to have been received 72 hours after the cessation of such strike. If any such notice sent by mail is returned as having been refused, unclaimed or the addressee has moved or there is no such address, such notice shall be deemed to have been made on the fifth Business Day after the day of the mailing thereof. Any party may change his address for delivery by mail by notifying the parties in accordance with this section.

7.13.02 Delivered or mailed to an address for notice will be deemed to be validly given notwithstanding the dissolution or legal incapacity of the person to whom the notice is directed, whether known or unknown to the person giving the notice.

7.14 This Offer to Purchase and the binding agreement resulting from its acceptance shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Offer shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate section. Should any provision or provisions of this Offer and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Offer and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

7.15 The captions and headings appearing in the margin or the body of this Offer to Purchase have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Offer or any provision hereof.

7.16 Unless the context otherwise requires, the word "Vendor" wherever it is used in this Offer to Purchase shall be construed to include and shall mean the Vendor, its successors and assigns and the word "Purchaser" shall be construed to include and shall mean the Purchaser and the executors, administrators, successors and assigns of the Purchaser and unless the context requires otherwise, in this Offer to Purchase words imparting the singular include the plural and vice versa, and words imparting gender include all genders.

7.17 This Offer to Purchase shall be open for acceptance up to 4:00 p.m., Pacific Time, on February 13, 2015, and if not accepted by the Vendor on or before such date and time, shall, at the Purchaser's option, be null and void. Upon acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase shall be a binding agreement for the sale and purchase of the Land, on the terms and conditions herein set forth and the agreement resulting from the acceptance of this Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

7.18 This Offer to Purchase may be executed in one or more counterparts, and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart and a facsimile sent by telecopier or a scanned and electronically sent copy of an originally executed counterpart of this Offer to Purchase shall be deemed, for all purposes, to be an original of this Offer to Purchase.

7.19 The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered as a vendor for the collection of goods and services tax pursuant to the Excise Tax Act of Canada and its GST number is 129843769.

[The next section in this offer to purchase is section 7.21.]

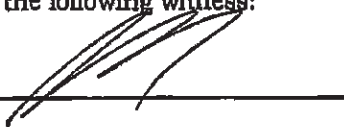
7.21 The Purchase Price of the Land shall be allocated between lands and buildings as follows:

Land:	\$226,273.00
Building:	\$802,045.34
Total:	<u>\$1,028,318.34</u>

7.22 Each of the parties hereto acknowledges and agrees that it is not aware of any current or possible future claim for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Offer to Purchase and that if any such claim should arise through, or under, or by virtue of any action taken by, any party hereto, such party shall indemnify and hold harmless the other or others in respect thereof.

SIGNED, SEALED AND DELIVERED by and on behalf of METLAKATLA DEVELOPMENT CORPORATION on the 11 day of February, 2015, by its authorized signatory in the presence of the following witness:

Witness



SAMUEL J. McLEAN

Address

Barrister & Solicitor
P.O. BOX 188, 217-3rd Ave. West
Prince Rupert, B.C. V8J 3P7
Tel. No 624-2116

Occupation

METLAKATLA DEVELOPMENT CORPORATION

Per:



Name:

Brenda Joyceline Leighton

Title:

President and Director

ACCEPTANCE

The Vendor hereby accepts the above offer to purchase and covenants and agrees to and with the Purchaser to carry out the sale of the Land on the terms and conditions set forth above.

SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS MOVING & STORAGE (B.C.) LTD. on the 11 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

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

[Signature]
Witness

Per: [Signature]
(signature)

11, 3550 Adair St Vancouver
Address

Name: J. Williams
(please print)

EA
Occupation

Title: Pres & Co
(please print)



SCHEDULE "A"
(Description of land and improvements)

LOCATION: 341/351 Kaien Road, Prince Rupert, British Columbia

PARCEL IDENTIFIER: 007-364-091

LEGAL DESCRIPTION: Lot 24, District Lot 251, Range 5, Coast District, Plan 8614

DESCRIPTION OF IMPROVEMENTS: The Land is made up of land with a commercial building fixed thereon.

SCHEDULE "B"
(Existing Tenancies)

Lease dated May 13, 2013 between the Vendor, as landlord, and Ridley Terminal Inc., as tenant, on a month-to-month basis, for 3000 square feet at a rate of \$0.95 per square foot per month.

Lease made as of the 1st day of January 2008, between Lindsay's Cartage & Storage (1973) Ltd., as landlord, and Purolator Courier Ltd., as tenant, as amended by a Lease Amending and Extension Agreement made as of the 1st day of April, 2011, for a term expiring March 31, 2016 for 1800 square feet at annual rent of \$21,648.60 plus operating expenses.

Lease made as of December 1, 2011 between the Vendor, as landlord, and Clark Reefer Lines Ltd., as tenant, on a month-to-month basis for 3,603 square feet at rent of \$4,417.50 per month plus operating expense. Clark Reefer Lines Ltd. has delivered a notice to the Vendor that it will be vacating the premises as of March 31, 2015.

OFFER TO PURCHASE

Date: February 6, 2015

TO: Williams Holdings Ltd., incorporation number BC0778544, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called "Holdings")

AND TO: Williams Moving & Storage (B.C.) Ltd., incorporation number BC0884902, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called "Williams Moving & Storage")

(herein Holdings and Williams Moving & Storage are collectively called the "Vendor")

WHEREAS:

A. Metlakatla Development Corporation, society number XS-0025503 (herein called the "Purchaser") having the delivery and mailing addresses of its head office inside British Columbia at Lot 1, Block 6, Plan BC1123, Tsimpsean Indian Reserve No. 2, Metlakatla, c/o PO Box 224, Prince Rupert, British Columbia, V8J 3P6 desires to make an offer to purchase those lands and improvements situate, lying and being in the City of Prince Rupert, in the Province of British Columbia, and being more particularly known and described in Schedule "A" attached hereto and forming part hereof (herein called the "Land");

B. Holdings is the registered legal owner of the Land and Williams Moving & Storage is the beneficial owner of the Land;

C. Williams Moving & Storage has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division 1 of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of Williams Moving & Storage's beneficial interest in the Land and the conveyance of Williams Moving & Storage's beneficial interest in the Land to the Purchaser is subject to the authorization of the court;

D. The Vendor and Purchaser have agreed that the purchase price of the Land will be the aggregate amount of \$214,878.00 less an amount equal to the product of 3% of the aforesaid amount being the amount that would otherwise be payable for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this offer and the agreement resulting from the acceptance of this offer by the Vendor and the amount the Purchaser offers in this Offer to Purchase has been reduced accordingly. For greater certainty, the amount of the deduction will be \$6,446.34.

NOW THEREFORE the Purchaser hereby offers to purchase upon the terms and conditions set forth, the Land for the sum of TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS SIXTY-SIX CENTS (\$208,431.66) plus or minus the adjustments (herein called the "Purchase Price") payable as follows:

TERMS AND CONDITIONS**1. Completion and Possession**

- 1.01 "Business Day" means a day which is not a Saturday, Sunday or a day that is prescribed as a statutory holiday in British Columbia.
- 1.02 The Purchase Price shall be paid or satisfied by the Purchaser as follows:
- 1.02.01 the sum of NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$9,750.00) now paid by the Purchaser to the Purchaser's solicitor to be held in trust for both the Vendor and the Purchaser, and which, subject to the terms and conditions herein contained, shall be paid to the Vendor at the Time of Closing (herein defined);
- 1.02.02 the sum of ONE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS SIXTY-SIX CENTS (\$198,681.66) shall be paid to the solicitor for the Vendor and the purchase and sale of the Land shall be completed at or before 2:00 p.m., Pacific Time, on the 20th day February, 2015, (unless extended pursuant to section 6.02) or such other time or date as may be agreed upon in writing between the Vendor and the Purchaser or their respective solicitors (herein called the "Time of Closing").
- 1.03 The Purchaser shall have vacant possession of the Land at the Time of Closing except for the existing tenancies, if any, described in Schedule "B" attached hereto and the Purchaser will assume such tenancies at the Time of Closing.
- 1.04 The Vendor and Purchaser may, by mutual agreement in writing made by them or their respective solicitors, change the Time of Closing.
- 1.05 In addition to paying the Purchase Price, the Purchaser shall, unless exempted by the provisions of section 1.06, pay to the Vendor or its solicitor at the Time of Closing the full amount of the goods and services tax payable on the supply of the Land determined in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall indemnify and save harmless the Vendor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
- 1.05.01 to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Land whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and,/or
- 1.05.02 to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Land.
- 1.06 The Purchaser shall not be required to pay goods and services tax to the Vendor pursuant to section 1.05 if the Land is not the supply of a residential complex to an individual as defined in the Excise Tax Act of Canada and the Purchaser delivers to the Vendor's solicitor, in a form satisfactory to the Vendor's solicitor,

acting reasonably, written proof that the Purchaser is a registrant for the goods and services tax under the Excise Tax Act of Canada.

2. Adjustments. The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges from, AND all adjustments both incoming and outgoing of whatsoever nature with respect to the Land shall be made as of, the Time of Closing.
3. Encumbrances
 - 3.01 Subject to sections 1.03 and 7.05, the Land shall, at or before the Time of Closing, be free of all encumbrances, claims, charges and liens save and except for any conditions, provisos, restrictions, exceptions and reservations contained in the original grant or other disposition from the Crown (herein called the "Permitted Encumbrances").
 - 3.02 If a Duplicate Certificate of Title for the Land has been issued by the registrar of titles, the Vendor will cause the Duplicate Certificate of Title to be lodged at the land title office at or before the Time of Closing.
4. Included Items. The Land includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixture and all appurtenances and attachments thereto but does not include any other chattels, moveables or any other item of personal property located in, on or around the Land.
5. Condition of the Land. The Purchaser acknowledges, agrees and declares that it will purchase the Land on an "as is, where is" basis and that the Vendor has made no representations or warranties with respect to the condition of the Land or any buildings or improvements located thereon except those which are specifically set out in this offer.
6. Conditions Precedent.
 - 6.01 The obligation of the Vendor to complete the within transaction is subject to:
 - 6.01.01 Williams Moving & Storage, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of Williams Moving & Storage's beneficial interest in the Land to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing Williams Moving & Storage to execute such documents and take such actions as may be necessary to convey and transfer beneficial title to the Land to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions").

- 6.02 The Vendor's Subject Conditions are to be fulfilled on or before 5:00 p.m. on the 18th day of February 2015, provided that by written notice delivered to the Purchaser on or before February 18, 2015, the Vendor may extend the time for fulfilling the Vendor's Subject Conditions to 5:00 pm February 25, 2015, and in such event, the Time of Closing shall be automatically extended to February 27, 2015.
- 6.03 If written notice of fulfillment of the Vendor's Subject Conditions is not provided to the Purchaser by the date for fulfillment of the Vendor's Subject Conditions, then failing further written agreement between the parties this Offer to Purchase shall become null and void and neither party shall have any further obligations to the other in respect of this Offer to Purchase and the Deposit shall be returned forthwith to the Purchaser.
- 6.04 It shall be a condition of the completion of the purchase and sale of the Property that concurrently with such purchase and sale, the following purchase and sale transactions are also completed:
- 6.04.01 The purchase by the Purchaser from Williams Transfer Ltd. and Williams Moving & Storage, together as vendor of the properties having municipal addresses of 1600 and 1651 Prince Rupert Boulevard, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser, Williams Transfer Ltd. and Williams Moving & Storage concurrently with this Offer to Purchase; and
- 6.04.02 The purchase by the Purchaser from Williams Moving & Storage of the property having a municipal address of 341 Kaien Road, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser and Williams Moving & Storage concurrently with this Offer to Purchase.

7. General

- 7.01 The Deposit paid by the Purchaser to the Vendor shall form part of the Purchase Price.
- 7.02 At or before the Time of Closing, the Purchaser shall pay or cause to be paid to:
- 7.02.01 The Land Title & Survey Authority for the Province of British Columbia, all Property Transfer Tax payable on the transfer of the Land; and,
- 7.02.02 The Vendor or the Vendor's solicitor, an amount equal to all Goods and Services Tax payable by the Purchaser for the supply of any part of the Land or chattels described in Schedule "A" which, by law, the Purchaser is required to pay goods and services tax on.
- 7.03 The Purchaser shall bear all costs of transferring the Land to the Purchaser, including registration costs, other than those costs payable by the Vendor as provided in section 7.04.

- 7.04 The Vendor shall bear all costs of ensuring that the Land is encumbered only as specified in paragraph 3.01 herein and that any Duplicate Certificate of Title issued by the registrar of titles is lodged at the applicable land title office at or before the Time of Closing.
- 7.05 If, at the Time of Closing, the Land is subject to any financial encumbrances the Vendor, while still required to release such financial encumbrances from the Land, may wait to pay and discharge the existing financial encumbrances until immediately after receipt of the Purchase Price, but in that event, the Purchaser may pay the Purchase Price to a solicitor in trust, on undertakings satisfactory to the Purchaser or the Purchaser's solicitor, each acting reasonably, to pay and discharge the financial encumbrances, and to remit the balance, if any, to the Vendor's solicitor.
- 7.06 If the Purchaser is relying upon a loan to be secured by a new mortgage of the Land to finance payment of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on completion of the purchase of the Land, may wait to pay the Purchase Price to the Vendor's solicitor until after the transfer or, as applicable, the Approval Order, and mortgage documents have been tendered for registration at the applicable land title office and receipt of the mortgage proceeds, but only if before such tendering, the full amount of the Purchase Price, except for the proceeds of the loan, is held in trust by the Purchaser's solicitor, the Purchaser has fulfilled all of the lender's conditions for funding except lodging the new mortgage for registration at the land title office and such solicitor has given his unconditional undertaking to the Vendor's solicitor, to pay the Purchase Price to the Vendor's solicitors forthwith upon the transfer or, as applicable, the Approval Order, and mortgage being concurrently tendered for registration at the land title office and a satisfactory post-tendering search has been obtained which indicates that the Purchaser will, in the ordinary course of land title office procedures, become the registered owner of the Land free and clear of all charges, encumbrances and legal notations except for the Permitted Encumbrances and that the new mortgage will become registered as a charge against the Land subsequent only to the Permitted Encumbrances and upon receipt of the mortgage proceeds.
- 7.07 In this offer, whenever the word "solicitor" is used it shall be deemed to include a notary public for British Columbia.
- 7.08 The Land shall be at the risk of the Vendor up to 12:01 a.m. on the day on which the Time of Closing occurs, and in the event of loss or damage to the same occurring before such time by reason of acts of a third party, tempest, lightning, earthquake, flood or other act of God, fire, explosion, riot, civil commotion, insurrection or war, the Purchaser may, at his option, cancel this agreement, and shall thereupon be entitled to the return of any monies paid hereunder. The Land shall be at the risk of the Purchaser from and including 12:01 a.m. on the day on which the Time of Closing occurs.
- 7.09 All appropriate documents to effect the sale and purchase of the Land shall be prepared by the Purchaser, in registrable form on the terms and conditions herein set forth, and shall be delivered for execution by the Purchaser to the Vendor's solicitor, at or before the date that is two Business Days prior to the Time of Closing.

- 7.10 Tender of any monies to be paid hereunder shall be made by bank draft, certified cheque or wire transfer of immediately available funds, in Canadian funds. Such bank draft, certified cheque or wire transfer shall be payable to the party on whom tender is made (or if a solicitor is acting for that party, to the solicitor), and drawn on a Canadian chartered bank, trust company or credit union, and tender may be made on an officer of the party, or a solicitor known to the tendering party to be acting for the other in this matter.
- 7.11 Time shall be of the essence hereof, and unless the balance of the Purchase Price is paid at or before the Time of Closing the Vendor may, at the Vendor's option, cancel this agreement, and in such event, the Deposit paid by the Purchaser to the Vendor shall be absolutely forfeited to the Vendor as liquidated damages and the Vendor and Purchaser hereby agree that they have genuinely pre-estimated that the Deposit is the amount of the damages which the Vendor will suffer as a consequence of the Purchaser being in default of any condition, covenant or term of this Offer to Purchase and the forfeiture of the Deposit paid by the Purchaser shall be the Vendor's sole and exclusive remedy and this Offer to Purchase will be terminated forthwith after such payment has been made.
- 7.12 There are no representations, warranties, guarantees, promises, agreements or covenants other than those contained herein, all of which shall survive the completion of the sale, and shall not merge therewith.
- 7.13 Any notice:
- 7.13.01 To be given or which is desired to be given pursuant to this Offer may be given, in the case of any individual, by personally delivering it to him and, in the case of any corporation, by personally delivering it to any director or, in the case of any individual by mailing it to him, by way of regular pre-paid postage in an envelope addressed to him at his address set out on the first page of this Offer or, in the case of any corporation, either the address set out on the first page of this Offer or the registered office of the corporation and such notice shall be deemed to have been received, in the case of personal delivery, on the date of delivery, unless delivery is made after 4:00 p.m. or on a Saturday, Sunday, or statutory holiday, in which event it shall be deemed to have been received the following Business Day and in the event of delivery by mailing by way of regular pre-paid postage, notice shall be deemed to have been received five days after the mailing of the notice from any Post Office in the Province of British Columbia except if mailed during or within 5 days of a postal strike in which event notice shall be deemed to have been received 72 hours after the cessation of such strike. If any such notice sent by mail is returned as having been refused, unclaimed or the addressee has moved or there is no such address, such notice shall be deemed to have been made on the fifth Business Day after the day of the mailing thereof. Any party may change his address for delivery by mail by notifying the parties in accordance with this section.

- 7.13.02 Delivered or mailed to an address for notice will be deemed to be validly given notwithstanding the dissolution or legal incapacity of the person to whom the notice is directed, whether known or unknown to the person giving the notice.
- 7.14 This Offer to Purchase and the binding agreement resulting from its acceptance shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Offer shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate section. Should any provision or provisions of this Offer and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Offer and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.
- 7.15 The captions and headings appearing in the margin or the body of this Offer to Purchase have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Offer or any provision hereof.
- 7.16 Unless the context otherwise requires, the word "Vendor" wherever it is used in this Offer to Purchase shall be construed to include and shall mean the Vendor, its successors and assigns and the word "Purchaser" shall be construed to include and shall mean the Purchaser and the executors, administrators, successors and assigns of the Purchaser and unless the context requires otherwise, in this Offer to Purchase words imparting the singular include the plural and vice versa, and words imparting gender include all genders.
- 7.17 This Offer to Purchase shall be open for acceptance up to 4:00 p.m., Pacific Time, on February 13, 2015, and if not accepted by the Vendor on or before such date and time, shall, at the Purchaser's option, be null and void. Upon acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase shall be a binding agreement for the sale and purchase of the Land, on the terms and conditions herein set forth and the agreement resulting from the acceptance of this Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 7.18 This Offer to Purchase may be executed in one or more counterparts, and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart and a facsimile sent by telecopier or a scanned and electronically sent copy of an originally executed counterpart of this Offer to Purchase shall be deemed, for all purposes, to be an original of this Offer to Purchase.
- 7.19 The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered as a vendor for the collection of goods and services tax pursuant to the *Excise Tax Act* of Canada and its GST number is 129843769.

7.20 Each of the parties hereto acknowledges and agrees that it is not aware of any current or possible future claim for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Offer to Purchase and that if any such claim should arise through, or under, or by virtue of any action taken by, any party hereto, such party shall indemnify and hold harmless the other or others in respect thereof.

SIGNED, SEALED AND DELIVERED by and on behalf of METLAKATLA DEVELOPMENT CORPORATION on the 11 day of February, 2015, by its authorized signatory in the presence of the following witness:

Witness

Address

Occupation

SAMUEL J. McLEAN

Notary & Solicitor
P.O. BOX 188, 217-3rd Ave. West
Prince Rupert, B.C. V8J 3P7
Tel. No. 624-2116

METLAKATLA DEVELOPMENT CORPORATION

Per:

Name:

Title:

B.J. Leighton

Brenda Joyceline Leighton

President and Director

ACCEPTANCE

The Vendor hereby accepts the above offer to purchase and covenants and agrees to and with the Purchaser to carry out the sale of the Land on the terms and conditions set forth above.

SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS HOLDINGS LTD. on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K Oshourko
Witness

77, 3550 Adair St, Vancouver
Address

EA
Occupation

WILLIAMS HOLDINGS LTD.

Per: [Signature]
(signature)

Name: W. J. Williams
(please print)

Title: Pres & COO
(please print)



SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS MOVING & STORAGE (B.C.) LTD. on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K Oshourko
Witness

77, 3550 Adair St, Vancouver
Address

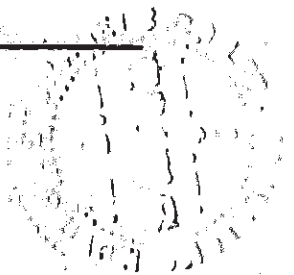
EA
Occupation

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

Per: [Signature]
(signature)

Name: W. J. Williams
(please print)

Title: Pres & COO
(please print)



SCHEDULE "A"
(Description of land and improvements)

LOCATION: 120 Metlakatla Road, Prince Rupert, British Columbia
PARCEL IDENTIFIER: 007-364-113
LEGAL DESCRIPTION: Lot 25, District Lot 251, Range 5, Coast District, Plan 8614
DESCRIPTION OF IMPROVEMENTS: The Land is vacant land with no improvements fixed thereon.

SCHEDULE "B"
(Existing Tenancies)

None.

APPENDIX F
OFFER TO PURCHASE AND SALE AGREEMENT FOR THE LONG TERM STORAGE ASSETS

OFFER TO PURCHASE AND SALE AGREEMENT

OFFER MADE BY:

ABC Warehousing Ltd. and ABC Truck Leasing Ltd.
a British Columbia company
("Purchaser")

TO:

Williams Moving & Storage (BC) Ltd., a British Columbia company
(the "Vendor")

PREAMBLE:

A. The Vendor wishes to sell certain personal property of the Vendor to the Purchaser on the terms set out herein, subject to receiving Court Approval (as defined herein) for the transactions contemplated hereby.

B. The Purchaser is interested in purchasing the Warehouse Assets (defined herein) only, and the Vendor wishes to sell such assets, on the terms and conditions set out in this Agreement.

C. The Vendor is party to certain Storage Contracts and the Purchaser wishes to assume the rights and obligations of the Vendor pursuant to such Storage Contracts as part of the purchase of the Warehouse Assets.

The Purchaser hereby offers to purchase from the Vendor the Warehouse Assets, but excluding the Excluded Assets, and agrees to assume the obligations of the Vendor under the Storage Contracts, effective as of and from the Closing, free and clear of all Encumbrances, for the Purchase Price and in accordance with and subject to the terms and conditions set forth in this Agreement. This offer is open for acceptance by the Vendor until 9:00 am (PST) on February 12, 2015.

1. The terms in the Preamble form part of this Offer to Purchase and Sale Agreement (the "Agreement"), and are not stated merely for the purpose of recital.

2. In this Agreement, the following terms shall have the following meanings:
- (a) **Additional Removal Time** – such additional time beyond the Removal Date as may be required by the Purchaser in order to remove the Warehouse Assets from the Business Premises and permitted by the Vendor as provided herein provided that in no event shall the Additional Removal Time extend beyond May 31, 2015, unless otherwise approved by the Vendor in its sole discretion;
 - (b) **Adjustments** - the adjustments to the Purchase Price to be made as at the Adjustment Date as agreed to in paragraph 10;
 - (c) **Adjustment Date** – the Closing Date;
 - (d) **Applicable Taxes** - the G.S.T., P.S.T., and any other taxes, as applicable, payable on the Purchase Price at Closing;
 - (e) **Building Expenses** - those business expenses of the Vendor payable by the Vendor up to the later of the Removal Date or the expiration of the Additional Removal Time, including without limitations, all mortgage payments, rent, taxes, insurance premiums, operating costs, utilities and any other expenses necessary for the Vendor to be able to allow the Purchaser to occupy the Business Premises from the Closing Date to the Removal Date or the expiration of the Additional Removal Time, whichever occurs later, for the purpose of taking possession of and removing the Warehouse Assets;
 - (f) **Business** - the warehouse and storage business carried on by the Vendor under the trade name and style of the Vendor or under the trade name and style "St. George Moving and Storage" at the Business Premises;
 - (g) **Business Premises** - the premises of the Vendor located at:
 - 2401 United Blvd, Coquitlam, B.C.;
 - 1505 Hardy Street, Kelowna, B.C.
 - 9545 Milwaukee Way, Prince George, B.C.;
 - 7757 - 8th Street NE, Calgary, AB

- (h) Closing - the transaction by which the Purchaser pays the Purchase Price plus Applicable Taxes, to the Vendor on the Closing Date, and the Warehouse Assets are transferred to the Purchaser, on the terms and conditions of this Agreement;
- (i) Closing Date - on or before 12:00 noon, Pacific Standard time, on February 21, 2015, or such other date and time as may be mutually agreed upon in writing between the Purchaser and Vendor, provided such date is no later than April 30, 2015;
- (j) Conditions Precedent - the Conditions Precedent for the benefit of the Vendor and/or the Purchaser as set out in paragraph 4 and 5;
- (k) Conditions Removal Date - the date set out in paragraph 4 and 5, as applicable, by which the parties are required to serve written notice to each other confirming the satisfaction or waiver of the Conditions Precedent as contemplated in paragraph 4 and 5;
- (l) Court Approval - means an order of the Supreme Court of British Columbia granted in the proceedings to be commenced by the Vendor under the *Bankruptcy and Insolvency Act* in relation to the Notice of Intention to make a Proposal filed by the Vendor with the Office of the Superintendent of Bankruptcy Canada whereby the Vendor is authorized by the court to transfer the Warehouse Assets to the Purchaser pursuant to the terms hereof and vesting title to the Warehouse Assets in the Purchaser free and clear of any liens, charges or encumbrances on Closing;
- (m) Deposit - 5% of the Purchase Price to be paid as a deposit, being \$11,081.90, paid by the Purchaser to the Vendor's solicitors, in trust, by certified cheque or bank draft as contemplated in paragraph 6 below;
- (n) Encumbrance - the Registered Encumbrances and any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property;
- (o) Excluded Assets - means any of the Vendor's assets which do not form part of the Warehouse Assets, including, without limitations, the Vendor's

rights to any trade names, intellectual property, trucking contracts and customer lists (other than Storage Customers under the Storage Contracts), transportation revenue of any kind, rights to any storage lots paid for by the Government of Canada, business goodwill, trucks, trailers, outdoor storage containers, truck equipment, forklifts, prepaid advertising, telephone numbers, web site, domain names, van line shares, contracts and or affiliations, van line hauling positions, international moving business and customer lists, freight division assets and customer lists, any assets regularly domiciled at or in the Terrace, Prince Rupert, Cranbrook or Lethbridge locations of the Vendor or its affiliates, cash, accounts receivable, accounts payable, prepaid expenses, real estate or leases on premises or vehicular equipment, any management aptitude, expertise or trade secrets.

- (p) Major Creditors - those secured creditors of the Vendor who hold an Encumbrance against any Warehouse Assets as set out in the attached Personal Property Security Searches of the Vendor in Schedule "C";
- (q) Notice Letter – a letter in a form agreed to between the Purchaser and the Vendor, acting reasonably, which the Vendor shall deliver to the Storage Customers on, or within 5 business days after the Closing Date, disclosing that the Purchasers have assumed the Vendor's obligations under the Storage Contracts with such Storage Customers and advising the Storage Customers to deal with the Purchaser with respect to their applicable Storage Contracts;
- (r) Proper Storage Lot Documentation – files, contracts, inventories, scale tickets of all Storage lots, and contact information for all Storage Customers;
- (s) Purchase Price - the sum of \$221,638.00 subject to adjustment as provided in paragraph 10;
- (t) Purchaser - ABC Warehousing Ltd., and ABC Truck Leasing Ltd., both British Columbia companies;
- (u) Purchaser's Solicitor – Darcy Wray of Affinity Law Group;

- (v) **Registered Encumbrances** – means any security interests over the Warehouse Assets in favour of the Major Creditors as more particularly set out in Schedule “C”;
- (w) **Removal Date** – on or before 11:59 PM, Pacific Standard Time, on the last day of the second calendar month following the month in which the Closing Date occurs;
- (x) **Storage Contracts** – certain contracts made for the storage of civilian customer chattels described in Schedule “B”, including without limitation, all of the Vendor's rights to receive fees under the Storage Contracts, as and from the Adjustment Date;
- (y) **Storage Contract Allocation Amount** - means the lesser of
 - (i) \$221,638.00; and
 - (ii) The aggregate of:
 - (A) 3.00 times the amount of monthly civilian storage billings for the Coquitlam, Kelowna and Prince George locations, plus \$44,000; plus
 - (B) 2.0 times the amount of monthly civilian storage billings for the Calgary location plus \$12,000;
 for the Storage Contracts still in place on the Closing Date and all determined based on the billings by the Vendor for the month in which the Closing Date occurs;
- (z) **Storage Customers** – parties to the Storage Contracts, other than the Vendor, who provide their customer chattels to the Vendor for storage and as more particularly set out in Schedule “B”;
- (aa) **Vendor’s Solicitors** - Fasken Martineau DuMoulin LLP;
- (bb) **Viewing Date** – the date that the Warehouse Assets are viewed by the Purchaser;
- (cc) **Viewed Condition** – the general quantitative, cosmetic and operational condition of the Warehouse Assets as viewed on the Viewing Date; and
- (dd) **Warehouse Assets** –all storage pallets, vaults, crates and skids, warehouse pads, warehouse racking, sofa and rug racks, refuse bundling equipment, indoor platform scales, eleven forklifts, the majority of which are ‘90’s

vintage, 5000 lb. capacity, with triple mast, side shift, extension forks in good working order, forklift attachments, dock plates, crating equipment, hand tools, propane bottle cages, and all other related storage equipment, together with the rights to take assignment of all Storage Contracts

3. In addition to the purchase and sale of the Warehouse Assets, the Vendor also agrees with the Purchaser, that in consideration of the Purchase Price and without the requirement for any additional consideration, the Purchaser shall also have the right to access and occupy, with the Vendor on a non-exclusive basis, those portions of the Business Premises where Warehouse Assets are located, free of all charge, including rent, from the Closing Date up to the Removal Date for the purpose of removing all of the Warehouse Assets from the Business Premises. If the Purchaser requires additional time beyond the Removal Date in order to remove the Warehouse Assets using reasonable commercial efforts, then the Vendor hereby agrees to grant to the Purchaser such additional time as reasonably required to remove the Warehouse Assets, provided however that the Purchaser shall pay to the Vendor a gross rental rate of \$0.0219179 per square foot per day for each square foot of space occupied by the Purchaser for any day if the Purchaser is required to occupy any portion of the Business Premises beyond the Removal Date (the "Daily Rental"), Notwithstanding the foregoing, at any time on or after the first day of the month following the month in which the Closing Date occurs, the Vendor may give the Purchaser notice (a "Notice to Vacate") that the Purchaser must vacate space at any particular Business Premises location on the date (the "Date to Vacate") that is the later of the Removal Date or the date that is thirty days following the date of delivery of the Notice to Vacate, provided that the Vendor may only deliver a Notice to Vacate where the Vendor or its landlord has a tenant for that location who requires the space or if the Vendor or its landlord has entered into a unconditional and binding purchase and sale agreement for that location which requires them to surrender possession prior to the closing of the purchase and sale transaction. After the Date to Vacate, the Vendor shall have no obligation to grant the Purchaser access to or the right to occupy space at such location and the Purchaser must remove any Warehouse Assets situated at that particular Business Premises location on or before the Date to Vacate. The Vendor shall ensure that during the period of time from the Closing Date up to the later of: (i) the Removal Date; or (ii) where applicable, the earlier of the Additional Removal Time or Date to Vacate; that the Purchaser shall have access to, and quiet possession of, that portion of the

Business Premises where Warehouse Assets are stored on a non-exclusive basis. The Vendors shall also obtain, at their expense, any landlord consent or consent of any other third parties required to ensure that the Purchaser can occupy the Business Premises after the Closing Date and up to the Removal Date or the Additional Removal Time or Date to Vacate, as applicable.

Unless the Purchaser enters into a new lease with the applicable landlord for space at any particular Business Premises location, the Purchaser shall be obliged, at the Purchaser's sole cost and expense, to remove the Warehouse Assets from the Business Premises by the Removal Date or, if requested by the Purchaser, the Additional Removal Time or the Date to Vacate, as applicable, and upon such removal, the Purchaser shall have no obligation to clean the Business Premises, provided that the Purchaser will be required to clean and remove any debris beyond that which the Vendor would have created if the Vendor had removed the Warehouse Assets using good and workmanlike efforts.

For greater certainty, from and after the Adjustment Date up to the Removal Date, the Vendor shall continue to incur and be responsible for all Building Expenses but all revenue generated from the Warehouse Assets or the Storage Contracts shall accrue for the benefit of the Purchaser from and after the Adjustment Date and the Vendor shall forthwith upon collection of any revenue from the Warehouse Assets or the Storage Contracts paid or payable in respect of any period after the Adjustment Date, remit same to the Purchaser until the Removal Date or the Additional Removal Time or Date to Vacate, as applicable, or the date all Storage Contracts are properly assigned to the Purchaser.

4. This Agreement is subject to the following Conditions Precedent, for the sole benefit of the Vendor that must be performed and satisfied to the satisfaction of the Vendor in its sole discretion, on or before February 20, 2015, that the Vendor shall have obtained Court Approval for the completion of the purchase and sale transactions contemplated hereby.

The Condition Precedent shall not be deemed to be satisfied or waived until the Vendor or the Vendor's solicitor sends an email to the Purchaser's Solicitor at dwray@affinitylaw.ca that the Vendor has satisfied or waived the Condition Precedent. In the event such written notice is not emailed by the Vendor to the Purchaser's Solicitor by on or before February 20, 2015, or such

later date and time as may be mutually agreed upon in writing between the Vendor and the Purchaser, this Agreement shall be terminated and of no further force and effect, the Purchaser shall have no interest whatsoever in the Warehouse Assets and the Vendor shall promptly return the Deposit to the Purchaser.

5. This Agreement is subject to the following Conditions Precedent, for the sole benefit of the Purchaser which conditions must be performed and satisfied to the satisfaction of the Purchaser or waived by the Purchaser:

- (a) on or before February 18, 2015, the Purchaser completing an inspection of the Warehouse Assets and the Viewed Condition of the Warehouse Assets being to the satisfaction of the Purchaser, in the Purchaser's sole discretion;
- (b) on or before February 18, 2015, the Purchaser and/or its solicitors reviewing all of the Storage Contracts and Proper Storage Lot Documentation to their satisfaction; On the day of the inspection of the Warehouse Assets (the "Inspection Date"), any files under which there is a balance owing of more than 30 days will be shown to the Purchaser for further inspection. Files will be examined by the Purchaser on the Inspection Date and the Purchaser has the right to refuse any storage lot that has improper documentation at that time provided that the Purchaser must give written notice of any storage lot that is refused on the Inspection Date.
- (c) on or before the Closing Date, the Vendor obtaining all required consents to the sale and transfer of the Warehouse Assets, including consents from the landlord of the Business Premises.

After review by the Purchaser of the Storage Contracts and the Proper Storage Lot Documentation, the Purchaser reserves the right not to take assignment of any Storage Contracts pursuant to this Agreement, if the Proper Storage Lot Documentation is not complete, the fees payable under a Storage Contract is in arrears for more than 60 days, or for such other reason as the Purchaser may determine, in its sole discretion, acting reasonably.

The Conditions Precedent set out in this paragraph 5 shall not be deemed to be satisfied or waived until the Purchaser or the Purchaser's Solicitor sends an email to the Vendor's Solicitor that the Purchaser has satisfied or waived the Conditions Precedent. In the event such written notice is not emailed by the Purchaser or the Purchaser's Solicitor to the Vendor's Solicitor by on or before the applicable condition removal time, or such later date and time as may be mutually agreed upon in writing between the Vendor and the Purchaser, this Agreement shall be terminated and of no further force and effect, the Purchaser shall have no interest whatsoever in the Warehouse Assets, the Vendor shall promptly return the Deposit to the Purchaser and the Vendor shall be at liberty to sell the Warehouse Assets to any other party from whom it has received an offer.

6. The Purchase Price for the Assets shall be paid by the Purchaser to the Vendor in the following manner:

- (a) the Deposit, paid upon execution of this Agreement by the parties, by certified cheque or bank draft and delivered by the Purchaser or its solicitor to the Vendor's Solicitors, in trust to be held in accordance with the terms of this Agreement; and
- (b) the lesser of:
\$210,556.10; or
the amount of the remaining Storage Contract Allocation Amount less the amount of the Deposit,
being the balance of the Purchase Price, paid by way of bank draft or certified solicitors trust account cheque delivered by the Purchaser Solicitor to the Vendor's Solicitors, in trust on the Closing Date.

In addition to the Purchase Price, the Purchaser shall also pay to the Vendor on the Closing Date, the Applicable Taxes with respect to transfer of the Warehouse Assets or provide the Vendor's Solicitor with proof of payment of such taxes or a tax exemption number and any necessary exemption certificate or other documentation on a basis satisfactory to the Vendor's Solicitor in its reasonable discretion. The Purchase Price shall be allocated among the Warehouse Assets as set out in Schedule A (subject to adjustment of the Storage Contract

Allocation Amount as provided herein) and the parties shall file all required instruments and filings under the *Income Tax Act* (Canada) to give effect to such allocation.

7. If the Purchaser does not waive or remove its Conditions Precedent as set out in paragraph 5, or the Purchaser fails to complete the transactions hereunder due to default on the part of the Vendor or if the Vendor fails to complete the transactions hereunder for any reason, the Vendor shall return the Deposit to the Purchaser save for \$100.00 which the Vendor shall retain as consideration for their agreement to the terms hereunder. If the Conditions Precedent are removed or waived and the Purchaser is unable or unwilling to complete the transactions set out herein other than as a result of Vendor's default, the Deposit shall be absolutely forfeited by the Purchaser to the Vendor, as liquidated damages and not as a penalty. If the Conditions Precedent are removed and the transaction is completed, then the Deposit shall be applied towards payment of the Purchase Price. In either event, the parties agree that the sole recourse of the non-defaulting party shall be the amounts contemplated in this paragraph 7.

8. Except in the ordinary course of Business, the Vendor, prior to Closing, shall not enter into, amend, or renew any Storage Contracts and the Vendor shall not remove any other Warehouse Assets located at the Business Premises without written consent of the Purchaser. If for any reason any of the Warehouse Assets cannot be transferred to the Purchaser on Closing, the Purchaser has the right to deduct from the Purchase Price an amount reasonably agreed upon by the Purchaser and the Vendor attributable to such excluded Warehouse Asset, acting reasonably.

9. Prior to the Closing Date, the Vendor shall or shall cause their solicitor to obtain the Court Approval or, if required to deliver clear title to the Warehouse Assets, any required written confirmation from all Major Creditors or all other persons who may have Encumbrances against the Warehouse Assets confirming that their Encumbrances do not attach to the Warehouse Assets, such that the Vendor shall transfer the Warehouse Assets to the Purchaser free and clear of all Encumbrances. The Purchaser shall not assume any liabilities of the business associated with the Warehouse Assets, other than the assumption of the Vendor's obligations under the Storage Contracts.

10. The following adjustments shall be made to the Purchase Price sixty (60) days after the Adjustment Date:

- (a) any outstanding amounts payable under the Storage Contracts and not collected as at the Closing Date for a rental period up to and including the Adjustment Date, on a pro-rated basis if applicable, that is subsequently collected by the Purchaser shall be adjusted in favour of the Vendor;
- (b) any outstanding amounts payable under the Storage Contracts and not collected as at the Closing Date for a rental period after the Adjustment Date, on a pro-rated basis if applicable, that is subsequently collected by the Vendor shall be adjusted in favour of the Purchaser;
- (c) any rental amount that has been pre-paid to the Vendor for a rental period after the Adjustment Date; and
- (d) if the Purchaser receives less than 11 forklifts as part of the Warehouse Assets, in the nature and condition described herein, then the Purchase Price shall be reduced by \$4,000 for each forklift not delivered as contemplated herein.

In addition, on the Closing Date, if the Storage Contract Allocation Amount is less than \$221,638.00, then the Purchase Price payable on Closing shall be reduced by the amount by which \$221,638.00 exceeds the Storage Contract Allocation Amount. Save and except for the above adjustments, there shall be no other adjustments whatsoever made to the Purchase Price. The Vendor agrees that 20% of the Purchase Price shall be retained by Vendor's legal counsel, in trust, as security for any adjustments to be made pursuant to this paragraph 10.

11. The Vendor represents and warrants that:

- (a) subject to receipt of Court Approval, the Vendor has the full power and authority to enter into this Agreement, carry out its obligations hereunder and to sell, transfer and assign the Warehouse Assets to the Purchaser on the terms and conditions and, this Agreement shall be legally valid and binding upon and enforceable against the Vendor;
- (b) the execution and delivery of this Agreement and such other agreements and instruments entered into pursuant to this Agreement and the completion of the

transactions contemplated by this Agreement and such other agreements and instruments is or will have been duly authorized by all necessary corporate action on the part of the Vendor;

- (c) the Vendor is the legal and beneficial owner of all of the Warehouse Assets, free of any Encumbrance, claim, security interest or encumbrance of any nature or kind and of any rights or privileges capable of becoming Encumbrance, claims, security interests or encumbrances except those Encumbrances which will be released and discharged in full upon Closing and there is no agreement, contract, option, commitment or other right in favour of, or held by, any other than the Purchaser to acquire any of the Warehouse Assets;
- (d) except for Court Approval and any additional consent or approval of any Major Creditors that may be required to transfer clear title to the Warehouse Assets, no consent or approval of any person is required in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.
- (e) on Closing, the Purchaser shall acquire the Vendor's title and interest to the Warehouse Assets free and clear of all Encumbrances, including claims of the Major Creditors and the Registered Encumbrances; and
- (f) to Vendors' knowledge, each tangible asset comprising the Warehouse Assets is in good operating condition and repair (subject to normal wear and tear) and shall be, on the Closing Date, in the same Viewed Condition as on the Viewing Date, subject to reasonable wear and tear.

12. Unless expressly provided otherwise, this Agreement is not intended to transfer any current or future liabilities of the Vendor to the Purchaser including any current or future liabilities of the Vendor to suppliers, customers, employees or former employees, government agencies or other third-parties. The Vendor, shall indemnify and save the Purchaser harmless from and against any and all liabilities, claims and demands whatsoever (including reasonable solicitor and own client costs on a full indemnity basis incurred by the Purchaser in respect of any such liabilities, claims and demands), that after that Closing Date may be made against the Purchaser arising as a result of:

- (a) any act or omission on the part of the Vendor prior to the Closing Date in failing to perform the obligations under the Storage Contracts;
- (b) operations of the Business of the Vendor prior to or after the Closing Date, other than operations related to the Warehouse Assets following the Closing Date; and
- (c) any other liabilities of the Vendor not intended to be transferred to the Purchaser as contemplated in this paragraph 12.

13. The Purchaser shall indemnify and hold the Vendor harmless from any liability, obligation, claim and demand whatsoever (including reasonable solicitor and own client costs on a full indemnity basis incurred by the Purchaser in respect of any such liabilities, claims and demands) arising out of or in respect of the Storage Contracts or the failure of the Purchaser to perform the obligations assumed thereunder at any time from or after the Closing Date.

14. Subject to the representations made by the Vendor at paragraph 11(f) herein, the sale and transfer of the Warehouse Assets is being made by the Vendor to the Purchaser solely on an "as-is where-is without recourse" basis, and in particular, but without limiting the generality of the foregoing, and without any representation, warranty, condition or collateral agreement whatsoever, express, implied, oral or written, or statutory, by the Vendor, the Major Creditors, or by any of the respective agents, employees, officers or solicitors of the Vendor and Major Creditors, pertaining whatsoever to the Assets, their fitness for intended use or otherwise. The Purchaser acknowledges that all sale of goods legislation and statutory warranties and conditions otherwise applicable to this Agreement are waived and that it has inspected and will accept the Assets on Closing in their existing condition and location. In concluding this Agreement the Purchaser warrants that it has relied entirely on its own inspection and investigation in respect of the Warehouse Assets.

15. On the Closing Date, or promptly thereafter, the Vendor shall deliver the Notice Letter to each of the Storage Customers who are a party to the Storage Contracts purchased and assumed by the Purchaser.

16. Until the Closing Date, the Vendor will maintain in full force and effect all policies of insurance in respect of the Warehouse Assets. If any material items of the Warehouse

Assets are lost, damaged or destroyed prior to the Closing Date, the Purchaser has the right to require that the Purchase Price be adjusted by an amount equal to the value of such lost, damaged or destroyed Warehouse Assets. Possession and risk of the Warehouse Assets shall not vest to the Purchaser until the Closing. Insurance policies, if any, and the proceeds, if any, will be held in trust for the parties as their interests may appear.

17. The Purchaser covenants, represents and warrants with the Vendor that the Purchaser has the full power and authority to purchase the Warehouse Assets from the Vendor on the terms and conditions set out herein and this Agreement is legally valid and binding upon and enforceable against the Purchaser.

18. If on the Closing Date the Vendor has not obtained Court Approval and is unable to deliver the Warehouse Assets and Storage Contracts free and clear of all encumbrances as contemplated at paragraph 11(c) herein, then the Purchaser may either defer the Closing Date to a future date wherein the Vendor is able to accurately make such representation, provided such date is no later than April 30, 2015 or proceed to complete the purchase of the Warehouse Assets and Storage Assets, accepting the inability of the Vendor to deliver title as represented pursuant to paragraph 11(c) herein. In the alternative, the Purchaser shall be entitled to elect not to proceed to Close, in which case the Deposit shall be returned to the Purchaser, without any further recourse against the Purchaser. On the Closing Date:

- (a) the Purchaser's Solicitor shall deliver to the Vendor's Solicitors, their certified solicitors trust cheque or bank draft for the full balance of the Purchase Price, as adjusted, plus Applicable Taxes; and
- (b) the Vendor shall deliver to the Purchaser the following:
 - (i) all required Bills of Sale and instruments of assignment and transfer for the Warehouse Assets and any other documents the Purchaser may reasonably require to transfer to the Purchaser on the Closing Date good and marketable title to the Warehouse Assets, free and clear of all Encumbrances;
 - (ii) all Storage Contracts and Proper Storage Lot Documentation;

- (iii) actual possession of the Warehouse Assets and the Business Premises on a seven days per week, twenty-four hour per day basis for the purpose of the removal of the Warehouse Assets;
- (iv) all required consents, including consent from the Storage Customers and landlord of the Business Premises; and
- (v) all keys, passwords, passcodes for any of the Warehouse Assets and Business Premises that require same.

From time to time, both before and after the Closing Date, the Vendor will, at the request and expense of the Purchaser, execute and deliver additional transfers and other reassurances as may, in the opinion of the Purchaser, be reasonably required to effectually carry out the intent of this Agreement and to transfer the Warehouse Assets to the Purchaser.

19. Upon the Purchaser' payment of the Purchase Price and Applicable Taxes, the Vendor shall surrender possession of the Warehouse Assets to the Purchaser at the Business Premises Possession and risk of the Assets shall not vest to the Purchaser until the Closing.

20. Time is of the essence.

21. All representations and warranties shall be true, complete and effective as at the Closing Date, and the terms, conditions, warranties and covenants shall survive the Closing of this Agreement, and shall not merge upon the Closing Date, or with any deeds of conveyance, bills of sale, transfers and assignments of any kind associated with this Agreement.

22. The Vendor and the Purchaser will, from time to time, on or after the Closing Date, with reasonable diligence, execute and deliver such other consents, additional instruments, notices and other documents, and do such other acts and things as may be reasonably necessary in order to carry out the terms and conditions and intent of this Agreement.

23. Any notice or other communication required shall be given by email forwarded to:

(a) The Vendor:

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Williams Moving & Storage (BC) Ltd.
Email: jimwilliams@williamsmoving.com
Contact: Jim Williams

With a copy to:
Fasken Martineau DuMoulin LLP
Attn: Peter Finley
Email: pfinley@fasken.com

(b) The Purchaser:

ABC Warehousing Ltd.
ABC Truck Leasing Ltd.
Email: DWray@affinitylaw.ca
Contact: Darcy Wray

24. Each party to this Offer and Sale Agreement shall bear its own legal costs and expenses.

25. This Agreement shall enure to the benefit of and be binding upon the respective administrators, successors and assigns of the parties.

26. This Agreement constitutes the entire agreement between the parties relating to the Warehouse Assets which supersedes all previous written or oral negotiations, commitments, terms, representations, warranties, agreements and collateral agreements between the Vendor and the Purchaser regarding the Warehouse Assets, and any other agreements, commitments, terms, representations, warranties, or collateral agreements, whether verbal, written or otherwise, if any, previously made by the Purchaser with the Vendor, respecting the Warehouse Assets or the transaction contemplated hereby, which are not referenced in this Offer and Sale Agreement, are rendered null and void and of no force and effect.

27. This Agreement, or any of the provisions contained herein, may not be altered or amended in any fashion, without such alterations or changes being reduced to writing and signed by the Vendor and the Purchaser.

28. This Agreement shall not take effect, nor shall it be binding upon any of the parties, until such time as it has been executed by both parties.

29. Each of the parties have obtained their own independent legal advice concerning the terms and each has entered into this Agreement, freely and voluntarily, with full knowledge of the terms and conditions.

30. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing of this Agreement, shall survive the Closing of this Agreement.

31. This Agreement shall be governed by the laws of British Columbia and the parties agree to attend and submit to the jurisdiction of the British Columbia.

32. This Agreement may be signed in counterpart and delivered by fax or other means of electronic transmission of documents, and each copy so signed or delivered shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

33. This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Purchaser has executed this Agreement this

13 day of February, 2015.

ABC WAREHOUSING LTD.

per:



Authorized Signatory

ABC TRUCK LEASING LTD.

per:



Authorized Signatory

ACCEPTANCE

The Vendor hereby accept this Offer to Purchase and Sale Agreement on its terms and conditions.

DATED as of this 12 day of February, 2015.

WILLIAMS MOVING & STORAGE (BC) LTD.
per:



Authorized Signatory

SCHEDULE "A"

Full Storage Pallets c/w Pads (+/- 977)	\$	1
Warehouse Forklifts, Racking, Tools and equipment Coquitlam, Kelowna, Prince George, Calgary	\$	56,000

Storage Contracts

Location	Storage Billings Monthly	Pallet Count	
Kelowna	\$11,095	155	
Coquitlam & Inter	\$25,782	361	
Prince George	<u>\$1,700</u>	15	
	\$38,577		
Calgary	<u>\$24,953</u>	<u>446</u>	
	\$63,530	977	
Coquitlam, Kelowna, Prince George (based on 3.0 X \$38,577 storage rental billings per mo)			\$ 115,731
Calgary (based on 2.0 X \$24,953 storage rental billings per mo)			<u>\$ 49,906</u>
Total			\$ 221,638

SCHEDULE "B"

MEMB #	LOT #	CUST #	CUSTOMER NAME	# OF PALLET5	STORAGE TYPE	WEIGHT	STORAGE REVENUE PER MONTH
Kelowna							
387	4003	4003	barlett	2	LTS	1,180	\$ 55.22
387	4055	4055	HARRIS P	3	LTS	5,000	\$ 225.00
387	4063	4063	CLARKE	1	LTS	1,500	\$ 75.00
387	20058	20058	FRIESEN	2	LTS	2,240	\$ 150.00
387	20126	20126	PAYEUR P	2	LTS	3,000	\$ 150.00
387	20137	20137	TYSNES	1	LTS	-	\$ 100.00
451	50760	50760	BLAZEK E	4	LTS	4,961	\$ 232.17
451	50850	50850	Gwen Bebault	2	LTS	2,500	\$ 117.00
451	51040	51040	LEFEVRE L	1	LTS	1,000	\$ 75.00
451	51089	51089	CHAMBERS J	1	LTS	1,146	\$ 75.00
451	55007	55007	GILCHRIST E	6	LTS	8,407	\$ 393.45
451	55025	55025	WILSON S	1	LTS	1,234	\$ 75.00
451	55033	55033	WEBSTER MANAGE	3	LTM	4,696	\$ 219.77
451	55045	55045	ANTLE D	7	LTS	8,859	\$ 414.60
451	55070	55070	CHRISTIE GUY	4	LTS	5,044	\$ 236.06
451	55081	55081	KRAHN G	0	LTS	-	\$ 165.00
451	55096	55096	PITCHER G	1	LTS	1,500	\$ 75.00
451	55121	55121	RAE J	1	LTS	487	\$ 75.00
451	55124	55124	O'BRIEN M	1	LTS	2,200	\$ 110.00
451	55134	55134	Russell Varina	5	LTS	6,900	\$ 345.00
451	55136	55136	MORGAN Jacquie	1	LTS	1,500	\$ 75.00
451	55145	55145	Valerie Denys	6	LTS	7,376	\$ 368.80
451	55147	55147	KEN & VICKY JOR	7	LTS	8,972	\$ 448.60
451	55150	55150	DevIn Harris	7	LTS	12,000	\$ 600.00
451	55151	55151	Marjorie Top	0	LTS	2,390	\$ 119.50
451	55153	55153	Ostasheck Gall	6	LTS	9,620	\$ 481.00
451	55154	55154	Nauss Dodie	0	LTM	1,500	\$ 50.00
451	55156	55156	Sinclair T	3	LTS	3,699	\$ 150.00
451	55159	55159	Broatch Ken	3	LTS	1,500	\$ 75.00
451	55160	55160	Mohr Craig	3	LTS	3,227	\$ 161.35
451	55161	55161	Culos Paul	5	LTS	5,776	\$ 288.80
451	55162	55162	Hambly Louise	8	LTS	11,804	\$ 590.20
451	55164	55164	Nelems W	5	LTS	8,051	\$ 402.55
451	55165	55165	Covington C	5	LTS	5,539	\$ 276.95
451	55166	55166	INTERIOR HEALTH	0	LTS	-	\$ 63.00

M936	20003	20003	Astral Media	0	LTM	500	\$	75.00
M936	20007	20007	Bruce B	1	LTS	500	\$	75.00
M936	20016	20016	Glover J	4	LTS	4,497	\$	210.46
M936	20030	20030	Mitchell V	2	LTS	3,000	\$	140.25
M936	20034	20034	Olsen J	3	LTS	2,324	\$	108.76
M936	20069	20069	Bruce B	2	LTS	2,183	\$	102.16
M936	20071	20071	Buschgens B	2	LTS	2,139	\$	100.11
M936	20084	20084	Federico T	1	LTS	1,499	\$	75.00
M936	20201	20201	Olsen R	2	LTS	2,850	\$	133.38
M936	25001	25001	Tinker Holdings	0	COM	-	\$	78.54
M936	25002	25002	Hattori J	1	COM	-	\$	152.78
M936	25003	25003	Daley D	1	COM	-	\$	43.73
M936	25005	25005	East Penn Canad	0	COM	-	\$	604.80
797	23257	23257	Hanson Roy	10	LTS	11,560	\$	578.00
451	005G	8701	Leslie	3		2,910	\$	114.07
451	005F	8701	Williamson	2		2,100	\$	82.32
451	005H	8889	Lees	2		1,840	\$	72.13
451	005I	8889	Malone	4		9,288	\$	364.09
387	004C	8889	Birtwhistle	2		2,940	\$	115.25
387	004D	8889	Manson	6		9,062	\$	355.23
				155				\$ 11,095.08

Coquitlam

797	9160	20016	AARONSON	1	LTS	1,380	\$	60.00
797	1307	20003	AGUIRRE	5	LTM	9,500	\$	430.00
797	1409	24966	Al Homoud B	1	LTS	1,683	\$	84.15
6600	30861	30861	Aliyev	1	COQ	4,720	\$	236.00
797	1002	20051	ALLANA BURRY	2	LTS	1,290	\$	75.00
797	1407	24964	Asante Gail	2	LTS	5,832	\$	291.60
797	1361	20018	ASHTI	2	LTM	1,500	\$	75.00
797	5307	20060	BAKKE	1	LTM	1,080	\$	60.00
797	20052	20052	BAMPTON	4	LTM	-	\$	100.00
M942	23350	23350	BC GYMNASTICS	1	LTS	-	\$	400.00
797	323	20088	BECKER	1	LTM	1,440	\$	75.00
797	281	20116	BELSHER GEOFFR	1	LTM	1,800	\$	79.20
797	1337	20090	BOOTH	1	LTM	1,500	\$	75.00
6600	65012	30207	Brian Child	1	COQ	6,846	\$	342.30
797	1364	12155	Broadbent	1	LTM	1,860	\$	93.00
797	826	20166	BROADHEAD	2	LTM	2,180	\$	95.92
797	9602	20183	BROWN	1	LTM	1,140	\$	60.00

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6600	65024	30150	BRUK M	1	COQ	3,060	\$	153.00
797	1140	20202	BRUNER	6	LTM	8,397	\$	369.47
797	1366	20142	BRUSSEL	0	LTM	1,500	\$	75.00
797	849	20176	BURGER	2	LTM	3,280	\$	144.32
6600	65001	31266	Cairns Nigel	3	COQ	3,640	\$	182.00
797	1226	20290	CAMBRIDGE	2	LTS	3,200	\$	140.80
797	1400	24957	Cathy McGilliva	2	LTS	2,951	\$	147.55
6600	5772	30202	CHAHWAN	1	COQ	640	\$	55.00
797	1410	17187	Cheng Fu Bea	1	LTS	1,500	\$	75.00
6600	65034	32842	CHEUNG ELAINE	1	COQ	-	\$	75.00
M942	21237	21237	Choy W	2	LTS	1,760	\$	71.61
797	1189	20441	CIBC TRUST	6	LTS	8,280	\$	364.32
797	9727	20450	CIOPPINO'S	1	LTS	1,380	\$	60.00
797	1235	20420	COE	2	LTS	-	\$	100.00
797	1150	20447	COLEMAN	2	LTM	2,360	\$	103.84
797	7593	20462	COLLINS	1	LTM	2,825	\$	113.00
M942	22410	22410	DALBERTI	3	LTM	4,440	\$	183.37
M942	22415	22415	DALLAIRE V	1	LTM	-	\$	165.00
797	1389	24943	David London	4	LTS	3,800	\$	190.00
797	719	20568	DAVIS	2	LTS	1,760	\$	77.44
797	284	20633	DODDS EVELYN	3	LTM	4,100	\$	180.40
797	7607	22341	EASTERN STAR	1	LTS	5,000	\$	250.00
797	856	20754	ERINA	2	LTS	1,820	\$	80.08
797	8640	20812	FEDYK	3	LTM	-	\$	93.00
6600	5777	30508	Fleming J	1	OSM	985	\$	50.00
797	1247	20838	FLETCHER	2	LTS	2,100	\$	92.40
6600	5705	30540	Fodchuck G	3	COQ	4,970	\$	248.50
797	8864	20463	FOISY FRANCIS	2	LTM	1,580	\$	63.20
797	1349	20840	FOSTER	2	LTM	-	\$	50.00
797	1428	24981	Frairie T	2	LTS	2,200	\$	110.00
797	598	20886	FUMANO	2	LTS	2,220	\$	97.68
6600	5782	30660	Garraway	2	COQ	2,660	\$	133.00
6600	65030	30256	Germain Krystal	2	COM	4,120	\$	206.00
797	1360	20912	GILMORE	5	LTS	7,312	\$	387.54
M942	23387	23387	HALANDER	1	LTS	1,500	\$	75.00
797	1332	21005	HAMILTON	2	LTS	3,335	\$	166.75
M942	1074	23837	HARLAND	3	LTS	2,910	\$	128.04
797	1340	21210	HARRIS	6	LTS	9,000	\$	450.00
797	6072	21350	HERMANSSON	1	LTS	2,050	\$	82.00
M942	28858	28858	HERZOG	1	LTM	-	\$	55.00
797	659	21372	HOBERSTORFER	1	LTS	1,340	\$	75.00
797	1195	21368	HOOLEY	2	LTS	2,120	\$	93.28
797	124	21370	HORWITZ	8	LTM	15,560	\$	684.64

797	7144	21480	HOUGEN	2	LTM	2,300	\$	92.00
797	1377	21516	HUNT BRENDA	5	LTM	6,028	\$	301.40
6600	5656	31817	Jacqueline Muir	3	OSM	5,292	\$	264.60
6600	61694	31707	JAIKARAN R	1	COQ	3,080	\$	184.80
797	8910	21743	JOHNSON	3	LTS	9,310	\$	372.40
M942	24098	24098	JOHNSON S	1	LTS	-	\$	55.00
797	9816	21752	JONES	1	LTM	2,300	\$	92.00
797	VA001	20007	JUBB	1	LTS	-	\$	31.50
797	1401	24956	Julia Jordan	2	LTS	2,760	\$	138.00
797	1413	24968	Kandal I	4	LTS	3,000	\$	150.00
797	1350	21823	KEIL	3	LTS	5,595	\$	279.75
797	8407	21806	KERFOOT	2	LTS	2,290	\$	91.60
M942	1033	24216	KO DANIEL	4	LTS	5,840	\$	256.96
797	9266	21869	KOLOT	4	LTS	8,083	\$	323.32
M942	24224	24224	KOZICZ	1	LTS	-	\$	37.13
797	1021	21891	KRISTENSEN	2	LTS	5,500	\$	242.00
797	1311	21941	LEGGATT	1	LTM	1,500	\$	75.00
797	1187	21933	LEVY	1	LTS	1,860	\$	81.84
797	9057	21936	LHOTKA	3	LTS	2,500	\$	100.00
6600	5748	30917	Liana Jones	2	COQ	2,900	\$	130.50
797	9349	21948	LITTLE	2	LTS	1,780	\$	71.20
797	1180	21958	LOCKHART	3	LTS	3,180	\$	139.92
6600	5770	31126	LYNCH	4	COQ	6,765	\$	270.60
M942	25067	25067	MAJUREY	0	LTS	-	\$	82.50
797	658	22231	MARK	0	LTS	-	\$	108.90
797	998	22203	MARSDEN	3	LTS	2,460	\$	81.18
M942	25063	25063	MARSHALL	1	LTM	-	\$	82.50
6600	5322	31201	MASON	1	COQ	1,050	\$	55.00
M942	25370	25370	MCLAREN	1	LTM	-	\$	55.00
797	8807	22149	MCMAHON	6	LTS	8,740	\$	349.60
797	1306	22145	McNeilly Donna	1	LTS	1,500	\$	75.00
M942	1099	20151	MILLIGAN	2	LTS	3,360	\$	147.84
6600	5383	31922	Minnie Tung	1	COQ	680	\$	50.00
797	1421	24975	Morris Catheri	3	LTS	5,240	\$	262.00
797	1130	20130	MUNRO	2	LTS	2,640	\$	116.16
M942	26038	26038	NATURAL FACTORS	1	LTS	-	\$	302.50
797	8902	22302	NJAKARA	1	LTS	400	\$	60.00
797	925	22325	NYE	4	LTS	7,660	\$	337.04
797	8133	20515	O'KANE KEVIN	2	LTM	2,260	\$	101.70
M942	26199	26199	OLIVER	1	LTS	-	\$	50.00
797	1090	22356	OSTROWERCHA KA	1	LTS	-	\$	25.00
797	1426	24980	Palmer J	5	LTS	12,154	\$	607.70
797	1283	22418	PARSONS	1	LTS	1,540	\$	67.76

797	1208	22411	PAWLUCK	2	LTS	2,450	\$	107.80
797	1016	22416	PEGG	1	LTS	1,250	\$	75.00
797	1417	24972	Percy Ron	5	LTM	6,658	\$	332.90
797	1246	22443	PIRIE	1	LTS	-	\$	33.00
797	1225	22461	POKRANDT	6	LTM	7,760	\$	341.44
M942	26719	26719	PRESCOTT R	3	LTM	-	\$	170.00
797	1423	24976	Proctor harold	7	LTS	7,524	\$	376.20
6600	31714	31714	RADKE K	1	O/S	2,724	\$	136.20
6600	5458	30146	Randy Brown	4	COQ	6,040	\$	271.80
797	9229	22561	RAWLINSON	1	LTS	1,080	\$	60.00
797	9051	22571	RENEWICK	2	LTS	2,400	\$	96.00
6600	34563	34563	Rita Natola	0	COQ	-	\$	100.00
797	1343	22580	RITCHIE	4	LTS	3,303	\$	165.15
797	1304	22612	RODSARI	6	LTS	8,940	\$	357.60
M942	27240	27240	ROSSI R	3	LTS	-	\$	127.88
M942	27696	27696	SCHRAMM	2	LTM	-	\$	121.00
797	1276	22680	SECURIT	1	LTS	-	\$	734.50
797	567	22706	SHARP	11	LTM	13,760	\$	605.44
797	1418	24973	Sheppard Roger	7	LTS	8,400	\$	420.00
797	1403	24960	Sherilyn Legget	3	LTS	4,085	\$	204.25
6600	5444	31876	Shineton	1	OSM	2,841	\$	142.05
6600	65006	34428	Sia Richard	1	OSM	2,163	\$	108.15
797	1411	24967	Silmone Hacqueba	7	LTS	11,000	\$	550.00
6600	34561	34561	SLINGERLAND	1	COQ	6,500	\$	325.00
797	7802	22783	SMOLIAK	2	LTM	1,920	\$	76.80
797	448	22797	5005	1	LTM	580	\$	75.00
797	1237	22820	STEIN	2	LTS	-	\$	50.00
6600	5788	31827	Susan Shariff	2	COQ	2,205	\$	110.25
797	1394	24951	Tamara MacKenzi	2	LTS	2,180	\$	109.00
797	1399	24954	Ted Orr	0	LTS	14,500	\$	500.00
M942	28360	28360	THERIAULT	3	LTM	-	\$	102.08
797	1347	22914	TOMKINS	4	LTS	2,780	\$	139.00
797	1420	24971	TSAO HANNAH	2	LTS	3,165	\$	158.25
797	216	22939	TURFUS	1	LTS	740	\$	75.00
797	1245	23116	VIEZZER	2	LTS	1,660	\$	73.04
6600	5643	30710	VON HELLERMANN	1	COQ	1,113	\$	50.08
6600	5725	30434	W. Eberle	3	COQ	4,160	\$	180.00
797	1167	23178	WALKER	1	LTS	2,380	\$	104.72
797	9569	23198	WEBB	1	LTS	840	\$	33.60
797	1429	24982	Weinrath T	4	LTS	4,343	\$	217.15
797	1071	23261	WOOD	5	LTS	6,820	\$	300.08
797	1422	24978	Worrall C	3	LTS	3,749	\$	187.45

797	1331	23240	WYNE	5	LTS	5,000	\$	250.00
6600	14866	31103	Zarah Lim	12	COQ	16,800	\$	672.00
797	1395	8701	Drescher	1				
797	1353	8701	Templeton	2				
797	1289	8701	Song	1				
797	1373	8701	Burnett	1				
				361				\$ 25,782.09
Prince George								
479	55612	5612	COASTAL PACIFIC	1	LTS	-	\$	100.00
479	55728	5728	INTEGRIS CREDIT	1	LTM	-	\$	100.00
479	55748	5748	CALLAGHAN R	2	LTS	4,630	\$	231.50
479	55749	5749	BOND R	2	LTM	4,012	\$	200.60
479	55755	5755	ROBERTS SCOTT	2	LTS	3,241	\$	162.05
479	55757	5757	Passey B	1	LTS	-	\$	540.65
479	55758	5758	Murray	6	LTS	7,298	\$	364.90
				15				\$ 1,699.70
Calgary								
770	12403	12403	RICE CRAIG	10	LTM	11,737	\$	586.85
770	23SOUTH	20002	BICKEL A	1	LTS	-	\$	50.00
770	CG001	20011	THOMPSON B	1	LTS	940	\$	75.00
770	BAY2 L/	20030	MACDONALD L	1	LTS	-	\$	25.00
770	20037	20037	ODORICO L	2	LTS	2,620	\$	123.14
770	31 SOU	20047	THISTLE:1-72296	9	LTS	17,020	\$	799.94
770	61028	20048	ZAKI H	1	LTS	669	\$	45.00
770	16	20085	KENNEY R	1	LTS	-	\$	25.00
770	20221	20221	SHAW #HI-261-0	3	LTM	4,660	\$	267.95
770	20241	20241	DUTKA R	3	LTM	-	\$	75.00
770	20256	20256	JENKINS	8	LTS	6,580	\$	394.80
770	20267	20267	JORDAN C	5	LTS	6,700	\$	335.00
770	20278	20278	MERCER I	2	LTS	2,440	\$	122.00
770	20282	20282	MAR INC	1	LTS	1,000	\$	75.00
770	20309	20309	CHAN L	2	LTS	2,600	\$	130.00
770	20314	20314	TURNER J	5	LTS	4,810	\$	208.75
770	20317	20317	ENGEL D	7	LTS	6,700	\$	335.00
770	20330	20330	MCDONALD S	3	LTS	4,700	\$	235.00
770	20344	20344	HINDMAN M	4	LTS	4,620	\$	231.00
770	20346	20346	ILEY S	6	LTS	7,840	\$	392.00
770	20347	20347	FRASER L	1	LTS	1,500	\$	75.00
770	20348	20348	DEVER E	1	LTS	1,500	\$	75.00
770	20363	20363	SCHMIDT J	3	LTS	4,200	\$	210.00
770	20367	20367	FLEMING S	1	LTS	1,500	\$	75.00
770	20369	20369	DURHAM J	3	LTS	2,900	\$	145.00
770	20377	20377	SIMS O	6	LTS	8,652	\$	432.60

770	20385	20385	SHOCK T	1	LTS	1,500	\$	75.00
770	20387	20387	PAWSEY D	6	LTS	5,440	\$	272.00
770	20394	20394	Bernal Adriana	1	LTS	1,500	\$	75.00
770	20395	20395	Larry Messier	6	LTS	4,076	\$	203.80
770	20401	20401	POLYNER L	7	LTS	8,056	\$	370.58
770	20403	20403	Lutterodt Lami	2	LTS	1,500	\$	86.25
770	22756	22756	DAWSON GINA	1	LTS	993	\$	49.65
770	22766	22766	WINGERAK	3	LTS	2,800	\$	140.00
770	22768	22768	GOSWAMI R	2	LTS	1,540	\$	77.00
770	22776	22776	Penner Stella	4	LTS	4,480	\$	224.00
770	22779	22779	Gail Protti	4	LTS	5,700	\$	285.00
770	22782	22782	Bruce Mackenzie	4	LTS	3,690	\$	184.50
770	22783	22783	Alasdair Fraser	10	LTS	11,620	\$	581.00
770	22784	22784	Tony Anton	3	LTS	2,399	\$	119.95
770	22785	22785	Kyla Read	3	LTS	2,800	\$	140.00
770	22786	22786	Claire Kraatz	5	LTS	8,240	\$	412.00
770	22788	22788	Cindy Ferguson	3	LTS	2,433	\$	121.65
770	22789	22789	Anderson	1	LTM	1,620	\$	81.00
770	22793	22793	Soeiro Paul	3	LTS	4,135	\$	206.75
770	22794	22794	Ward Jonathon	2	LTM	1,422	\$	71.10
770	22796	22796	Sanford C	1	LTS	2,500	\$	125.00
770	22797	22797	Pinder M	6	LTS	5,923	\$	296.15
770	22798	22798	Mehrotra R	6	LTS	4,241	\$	212.05
770	22799	22799	McFarlane B	7	LTS	7,971	\$	398.55
770	22800	22800	Bailey Cam	1	LTS	1,500	\$	75.00
770	22801	22801	Barb or William	4	LTS	6,007	\$	300.35
770	22802	22802	SUBIC M	2	LTS	1,800	\$	90.00
770	22803	22803	Halle Margaret	4	LTS	5,327	\$	266.35
770	22804	22804	Brandt Shauna	3	LTS	4,009	\$	200.45
770	22805	22805	Stavely Kevin	6	LTM	5,680	\$	284.00
770	22807	22807	Love Gordon	10	LTS	15,898	\$	794.90
770	22808	22808	Redeker E.	5	LTS	5,260	\$	218.00
770	22809	22809	Valerie Rance	2	LTS	1,790	\$	89.50
770	55001	55001	Bevir R	3	LTS	-	\$	50.00
770	61008	61008	GRAHAM	1	LTM	2,220	\$	111.00
770	61017	61017	PAVAN D	1	LTS	1,000	\$	60.00
770	61019	61019	SALSMAN A	4	LTS	4,127	\$	206.35
770	61023	61023	TENNANT G	5	LTS	5,720	\$	286.00
770	61032	61032	KLECKNER D	2	LTM	2,640	\$	132.00
770	235	80235	BERRY CREEK	4	CTS	5,140	\$	241.58
770	3509	80590	COX A	2	LTS	1,676	\$	78.77
770	3751	80750	DERWENTWATER L	8	LTS	-	\$	200.00
770	4682	81000	GODKIN G	2	LTS	1,500	\$	75.00

770	5445	81065	GRAFTON L	2	LTS	1,500	\$	70.50
770	5300	82050	HIKOSKI R	4	LTS	5,600	\$	195.44
770	3612	82080	HRYN CZUK P	1	LTM	1,500	\$	70.50
770	3502	82400	Karo Group Inc.	2	CTS	2,109	\$	91.53
770	4728	82620	Lucan L	2	LTS	1,640	\$	82.00
770	5448	82655	McInnes D	2	LTS	3,623	\$	170.28
770	4709	82660	McIntosh B	1	LTM	1,500	\$	70.50
770	5231	82802	Nemcsok S	1	LTS	1,500	\$	55.05
770	2521	82807	ADVICE ONLY	1	LTS	1,520	\$	71.44
770	5438	83200	Robbins J	3	LTM	4,500	\$	211.50
770	4375	83620	Stevenson N	2	LTS	1,500	\$	70.50
770	5017	84080	Timmons J	2	LTM	1,500	\$	70.50
770	4602	85000	JOYA	2	LTS	2,282	\$	81.01
770	5461	86700	Wynne C	1	LTS	2,060	\$	96.82
770	3967	86980	Yuen L	3	LTS	2,080	\$	97.76
770	86989	86989	Dilawri E	3	LTS	2,320	\$	162.40
770	86991	86991	Kutney K	1	LTM	1,500	\$	75.00
770	90015	90015	IVANHOE CAMBRID	17	CTS	-	\$	675.00
770	90042	90042	Canada Food	1	CTS	-	\$	225.00
770	90046	90046	Collier Interna	6	CTS	-	\$	77.75
M874	2	20004	Canada Baptists	1	COM	-	\$	55.00
M874	5	20008	Burgess B	1	LTS	1,500	\$	78.75
M874	7	20010	Cameron R	2	LTS	2,480	\$	130.20
M874	20	20020	Machida H	1	LTM	1,500	\$	75.00
M874	22	20022	Ernewein D	3	LTS	2,320	\$	109.04
M874	32	20032	Helfenbien A	1	LTS	3,591	\$	85.11
M874	33	20033	Hewitt A	3	LTS	3,260	\$	163.00
M874	34	20034	Hickerson T	1	LTS	3,260	\$	67.48
M874	35	20035	Hobson B	5	LTS	6,999	\$	328.95
M874	39	20039	Johnson B	1	LTM	1,500	\$	75.00
M874	47	20047	King D	2	LTS	2,023	\$	101.15
M874	48	20048	Kolarevic B	2	LTS	2,410	\$	108.45
M874	49	20049	KPMG Mgmt	1	COM	-	\$	57.50
M874	50	20050	KPMG Mgmt	17	COM	-	\$	977.50
M874	51	20051	KPMG Mgmt	13	COM	-	\$	747.50
M874	52	20052	KPMG Mgmt	1	COM	-	\$	57.50
M874	53	20053	KPMG Mgmt	1	COM	-	\$	57.50
M874	54	20054	Lama H	2	LTS	2,620	\$	137.55
M874	20055	20055	Cooper L	2	LTS	1,660	\$	74.70
M874	61	20061	Merry C	2	LTM	1,500	\$	75.00
M874	63	20063	Michetti R	1	LTM	1,500	\$	75.00
M874	66	20066	Motya G	6	LTS	6,160	\$	289.52
M874	71	20071	Pedersen N	2	LTS	1,500	\$	75.00
M874	72	20072	Rixon M	7	LTS	10,900	\$	512.30

M874	74	20074	Russell L	2	LT5	1,820	\$	95.55
M874	CG013	20074	Russell L	3	LT5	4,139	\$	206.95
M874	79	20079	Mr. Schofield	3	LT5	4,899	\$	230.25
M874	84	20084	Thomas G	7	LTM	6,920	\$	325.24
M874	85	20085	Titley P	2	LT5	2,400	\$	126.00
M874	89	20089	Van Craeynest	8	LT5	10,250	\$	481.75
M874	90	20090	Vesso J	1	LT5	-	\$	35.00
M874	91	20091	Weir D	3	LT5	3,100	\$	139.50
6600	34564	34564	Limb David	6	CAM	8,779	\$	438.95
6600	34565	34565	Halifax Sean	5	CAL	6,760	\$	338.00
6600	34566	34566	Taylor Chris	4	CAL	3,840	\$	161.00
6600	65019	34431	Southwell Coli	1	CAM	686	\$	50.00
6600	63417	32019	Desmarais M	1	CAM	-	\$	100.00
6600	65027	31893	Sabat Peter	1	CAL	1,000	\$	85.00
6600	65023	30717	Mijovilovich A	1	COQ	1,640	\$	94.30
6600	65017	30161	BISHOP JO-ANNE	3	CAM	3,480	\$	174.00
6600	65028	30009	Wilson Nick	3	CAM	3,980	\$	199.00
6600	30028	30028	Conley	3	CAL	2,960	\$	148.00
6600	34562	34562	Francis A	1	CAL	1,000	\$	75.00
770	008A	8701	Takken	2		1,480	\$	58.02
770	008C	8701	Catto	1		1,180	\$	46.26
				446				\$ 24,953.21

SCHEDULE "C"

Page: 1

BC OnLine: PPRS SEARCH RESULT 2015/01/12

Lterm: XPSP0054 For: PI42307 AFFINITY LAW GROUP 10:00:35

Index: BUSINESS DEBTOR

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: DEC 19, 2002 Reg. Length: 24 YEARS

Reg. Time: 09:28:15 Expiry Date: DEC 19, 2026

Base Reg. #: 789699A Control #: B5048321

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

+++ Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA

6, 221 WEST ESPLANADE

NORTH VANCOUVER BC V7M 3J3

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR,
EXCEPT CONSUMER GOODS.

Registering

Party: WEBSTER HUDSON & AKERLY

510-1040 WEST GEORGIA STREET

VANCOUVER BC V6E 4H1

*** Name/Address Changed on July 9, 2008 to:

Registering

Party: WEBSTER HUDSON & COOMBE LLP

510-1040 WEST GEORGIA STREET

VANCOUVER BC V6E 4H1

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 592361D Reg. Date: APR 03, 2007

Reg. Time: 16:04:03

Control #: B7939098

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 789699A Base Reg. Date: DEC 19, 2002

Details Description:

TO RECORD ADDITION OF DEBTOR RESULTING FROM CERTIFICATE
OF AMALGAMATION NO. BC0778551.

Block#

*** ADDED ***

D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

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#2100 - 1075 WEST GEORGIA ST

VANCOUVER B.C. V6E 3G2

Continued on Page 2

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 2

Registering

Party: BUSINESS DEVELOPMENT BANK OF CANADA

LGL DEPT PO BOX 6 505 BARRARD

VANCOUVER BC V7X 1V3

*** Name/Address Changed on May 23, 2007 to:

Registering

DM_VAN/254284.00015/9000239.3

Party: BUSINESS DEVELOPMENT BANK OF CANADA
 LGL DEPT PO BOX 6 505 BURRARD
 VANCOUVER BC V7X 1M3

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 634189D Reg. Date: APR 25, 2007

Reg. Time: 15:30:39

Control #: B7981479

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 789699A Base Reg. Date: DEC 19, 2002

Details Description:

SUBORDINATION AGREEMENT IN FAVOUR OF ROYAL BANK OF CANADA WITH RESPECT TO BASE REGISTRATION NUMBER 8965693 REGISTERED JULY 11, 2000 AND BASE REGISTRATION NUMBER 526623D REGISTERED FEBRUARY 27, 2007 GRANTING PRIORITY TO ROYAL BANK OF CANADA WITH RESPECT TO ALL OF THE PROPERTY (BOTH REAL AND PERSONAL), ASSETS, EFFECTS AND UNDERTAKING OF THE DEBTOR, BOTH PRESENT AND FUTURE, OF WHATSOEVER KIND AND WHERESOEVER SITUATE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR, OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR BUT SPECIFICALLY EXCLUDING THE FOLLOWING REAL PROPERTY:

1. THOSE LANDS AND PREMISES HAVING A CIVIC ADDRESS OF 7757 - 8TH STREET, NE, CALGARY, ALBERTA, AND

LEGALLY DESCRIBED AS:

TITLE NUMBER 021 312 172

PLAN 0110640, BLOCK 2, LOT 44, EXCEPTING THEREOUT

ALL MINES AND MINERALS

AREA: 1.105 HECTARES (2.73) ACRES MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;25;11;NW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 011 059 160; AND

2. THOSE LANDS AND PREMISES HAVING A CIVIC ADDRESS OF

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2401 UNITED BOULEVARD, COQUITLAM, BRITISH COLUMBIA

AND LEGALLY DESCRIBED AS:

CITY OF COQUITLAM

PARCEL IDENTIFIER 005-399-980

LOT 29 DISTRICT LOTS 21, 22 AND 66, GROUP 1,

NEW WESTMINSTER DISTRICT, PLAN 56043.

Continued on Page 3

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 3

Registering

Party: ROYAL BANK OF CANADA

180 WELLINGTON ST, W. 3RD FLR.

TORONTO ON M5J 1J1

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 508045E Reg. Date: JUL 29, 2008

Reg. Time: 16:54:57

Control #: B8882880

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 789699A Base Reg. Date: DEC 19, 2002

Details Description:

TO RECORD A CHANGE IN THE SECURED PARTY

Block#

**** DELETED ******+++ Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA**

6, 221 WEST ESPLANADE

NORTH VANCOUVER BC V7M 3J3

***** ADDED *******S0002 Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA**

370-380, 2755 LOUGHEED HWY

PORT COQUITLAM BC V3B 5Y9

Registering

Party: BUSINESS DEVELOPMENT BANK OF CANADA

LGL DEPT PO BOX 6 505 BURRARD

VANCOUVER BC V7X 1M3

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 514169E Reg. Date: AUG 01, 2008

Reg. Time: 10:23:03

Control #: B8889156

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 789699A Base Reg. Date: DEC 19, 2002

Details Description:

AMENDMENT TO GENERAL COLLATERAL DESCRIPTION

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General Collateral:

***** ADDED *****

SUBORDINATED TO SECURITY INTERESTS HELD BY BANK OF MONTREAL AND

PERFECTED BY REGISTRATION UNDER BASE REGISTRATION NUMBER 474600E

PURSUANT TO A PRIORITY AGREEMENT BETWEEN BANK OF MONTREAL AND

THE SECURED PARTY DATED 31 JULY 2008

Registering

Party: LINDSAY KENNEY

1800 -401 WEST GEORGIA STREET

VANCOUVER B.C. V6B 5A1

Continued on Page 4

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 4

***** Name/Address Changed on October 7, 2010 to:**

Registering

Party: LINDSAY KENNEY LLP

1800 -401 WEST GEORGIA STREET

VANCOUVER B.C. V6B 5A1

******* P P S A SECURITY AGREEMENT *******

Reg. Date: APR 10, 2007 Reg. Length: 19 YEARS

Reg. Time: 09:41:29 Expiry Date: APR 10, 2026

Base Reg. #: 601615D Control #: B7948625

This registration was selected and included for your protection

because of close proximity to your search criteria.

Block#

+++ Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA

MAIN FLR. PO BOX 6 505 BURRARD

VANCOUVER BC V7X 1V3

***** Name/Address Changed on May 23, 2007 to:****+++ Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA**

STE 2100,505 BURRARD, PO BOX 6

VANCOUVER BC V7X 1M6

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) #2100 - 1075 WEST GEORGIA ST
VANCOUVER B.C. V6E 3G2

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND WITHOUT LIMITATION ALL CROPS, LICENSES AND FIXTURES.

Registering

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

Party: BUSINESS DEVELOPMENT BANK OF CANADA

LGL DEPT PO BOX 6 505 BARRARD

VANCOUVER BC V7X 1V3

*** Name/Address Changed on May 23, 2007 to:

Registering

Party: BUSINESS DEVELOPMENT BANK OF CANADA

LGL DEPT PO BOX 6 505 BARRARD

VANCOUVER BC V7X 1M3

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 634197D Reg. Date: APR 25, 2007

Reg. Time: 15:31:46

Control #: B7982018

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 601615D Base Reg. Date: APR 10, 2007

Continued on Page 5

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 5

Details Description:

SUBORDINATION AGREEMENT IN FAVOUR OF ROYAL BANK OF CANADA WITH RESPECT TO BASE REGISTRATION NUMBER 8965693 REGISTERED JULY 11, 2000 AND BASE REGISTRATION NUMBER 526623D REGISTERED FEBRUARY 27, 2007 GRANTING PRIORITY TO ROYAL BANK OF CANADA WITH RESPECT TO ALL OF THE PROPERTY (BOTH REAL AND PERSONAL), ASSETS, EFFECTS AND UNDERTAKING OF THE DEBTOR, BOTH PRESENT AND FUTURE, OF WHATSOEVER KIND AND WHERESOEVER SITUATE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY OF THE DEBTOR, OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR BUT SPECIFICALLY EXCLUDING THE FOLLOWING REAL PROPERTY:

1. THOSE LANDS AND PREMISES HAVING A CIVIC ADDRESS OF 7757 - 8TH STREET, NE, CALGARY, ALBERTA, AND LEGALLY DESCRIBED AS:

TITLE NUMBER 021 312 172

PLAN 0110640, BLOCK 2, LOT 44, EXCEPTING THEREOUT

ALL MINES AND MINERALS

AREA: 1.105 HECTARES (2.73) ACRES MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;25;11;NW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 011 059 160; AND

2. THOSE LANDS AND PREMISES HAVING A CIVIC ADDRESS OF 2401 UNITED BOULEVARD, COQUITLAM, BRITISH COLUMBIA AND LEGALLY DESCRIBED AS:

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

CITY OF COQUITLAM

PARCEL IDENTIFIER 005-399-980
 LOT 29, DISTRICT LOTS 21, 22 AND 66, GROUP 1,
 NEW WESTMINSTER DISTRICT, PLAN 56043.

Registering

Party: ROYAL BANK OF CANADA
 180 WELLINGTON ST, W. 3RD FLR.
 TORONTO ON M5J 1J1

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 508046E Reg. Date: JUL 29, 2008

Reg. Time: 16:57:20

Control #: B8882881

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 601615D Base Reg. Date: APR 10, 2007

Details Description:

TO RECORD A CHANGE IN THE SECURED PARTY

Block#

** DELETED **

+++ Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA
 STE 2100,505 BURRARD, PO BOX 6
 VANCOUVER BC V7X 1M6

Continued on Page 6

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 6

*** ADDED ***

S0002 Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA
 370-380, 2755 LOUGHEED HWY
 PORT COQUITLAM BC V3B 5Y9

Registering

Party: BUSINESS DEVELOPMENT BANK OF CANADA
 LGL DEPT PO BOX 6 505 BURRARD
 VANCOUVER BC V7X 1M3

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 514164E Reg. Date: AUG 01, 2008

Reg. Time: 10:22:11

Control #: B8889160

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 601615D Base Reg. Date: APR 10, 2007

Details Description:

AMENDMENT TO GENERAL COLLATERAL DESCRIPTION

General Collateral:

*** ADDED ***

SUBORDINATED TO SECURITY INTERESTS HELD BY BANK OF MONTREAL AND
 Page 6 of 72

file:///C:/Users/KPOSNI-1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015
 PERFECTED BY REGISTRATION UNDER BASE REGISTRATION NUMBER 474600E
 PURSUANT TO A PRIORITY AGREEMENT BETWEEN BANK OF MONTREAL AND THE
 SECURED PARTY DATED 31 JULY 2008

Registering

Party: LINDSAY KENNEY
 1800 -401 WEST GEORGIA STREET
 VANCOUVER B.C. V6B 5A1

*** Name/Address Changed on October 7, 2010 to:

Registering

Party: LINDSAY KENNEY LLP
 1800 -401 WEST GEORGIA STREET
 VANCOUVER B.C. V6B 5A1

***** PPSA SECURITY AGREEMENT *****

Reg. Date: SEP 02, 2011 Reg. Length: 6 YEARS

Reg. Time: 07:41:37 Expiry Date: SEP 02, 2017
 Base Reg. #: 333080G Control #: D0755470
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC L5T 1S9

Continued on Page 7

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 7

General Collateral:

20 UNITED FRP CONTAINERS BEARING VIN:

D00T09M04Y11S113
 D00T09M04Y11S114
 D00T09M04Y11S115
 D00T09M04Y11S116
 D00T09M04Y11S117
 D00T09M04Y11S118
 D00T09M04Y11S119
 D00T09M04Y11S1120
 D00T09M04Y11S1121
 D00T09M04Y11S1122
 D00T09M04Y11S1103
 D00T09M04Y11S1104
 D00T09M04Y11S1105
 D00T09M04Y11S1106
 D00T09M04Y11S1107
 D00T09M04Y11S1108

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D00T09M04Y11S1109
 D00T09M04Y11S1110
 D00T09M04Y11S1111
 D00T09M04Y11S1112

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 333 BAY STREET, SUITE 400
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: DEC 07, 2011 Reg. Length: 5 YEARS

Reg. Time: 08:36:16 Expiry Date: DEC 07, 2016

Base Reg. #: 487295G Control #: D0913413

Block#

S0001 Secured Party: XEROX CANADA LTD
 33 BLOOR ST. E. 3RD FLOOR
 TORONTO ON M4W3H1
 =D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD
 COQUITLAM BC V3K5Y3

General Collateral:

EQUIPMENT, OTHER ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND
 SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED
 PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER
 OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE

THEREOF.

Continued on Page 8

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 8

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: FEB 01, 2012 Reg. Length: 6 YEARS

Reg. Time: 11:52:19 Expiry Date: FEB 01, 2018

Base Reg. #: 567275G Control #: D0995240

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

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MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

General Collateral:

2006 CAT FORKLIFT BEARING VIN: 3DP10336

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, SUITE 400

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: FEB 13, 2012 Reg. Length: 3 YEARS

Reg. Time: 11:14:29 Expiry Date: FEB 13, 2015

Base Reg. #: 584590G Control #: D1013077

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: TRAILER WIZARDS LTD.

4649 HASTINGS STREET

BURNABY BC V5C 2K6

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 1GRAA06218D428745 2008 GREAT DANE VAN-HIGHWAY-53

V0002 TR 1GRAA06258D428764 2008 GREAT DANE VAN-HIGHWAY-53

General Collateral:

ALL REPLACEMENTS AND SUBSTITUTIONS FOR THE COLLATERAL DESCRIBED HEREIN, ALL ACCESSIONS TO SUCH COLLATERAL, AND ALL PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL OR THE PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS THAT ARE GOODS, INTANGIBLES,

Continued on Page 9

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 9

SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER OR INSTRUMENTS (AND TERMS USED HEREIN THAT ARE DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT SHALL HAVE THOSE DEFINED MEANINGS.

Registering

Party: TRAILER WIZARDS LTD.

4649 HASTINGS STREET

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DM_VAN/254284.00015/9000239.3

BURNABY BC V5C 2K6

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAR 02, 2012 Reg. Length: 6 YEARS

Reg. Time: 14:41:10 Expiry Date: MAR 02, 2018

Base Reg. #: 616349G Control #: D1045752

This registration was selected and Included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND PACLEASE

2482 DOUGLAS ROAD

BURNABY BC V5C 6C9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD

(Business) 2401 UNITED BLVD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1XKDD40X3CJ952066 KENWORTH T800

V0002 MV 1XKDD40X5CJ952067 KENWORTH T800

Registering

Party: INLAND PACLEASE

2482 DOUGLAS ROAD

BURNABY BC V5C 6C9

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 10, 2012 Reg. Length: 3 YEARS

Reg. Time: 15:05:44 Expiry Date: APR 10, 2015

Base Reg. #: 678932G Control #: D1109875

This registration was selected and Included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: TRAILER WIZARDS LTD.

4649 HASTINGS STREET

BURNABY BC V5C 2K6

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 10

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Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 2TCV48282FA344230 1985 TRAILMOBILE VAN-STORAGE-4

General Collateral:

ALL REPLACEMENTS AND SUBSTITUTIONS FOR THE COLLATERAL DESCRIBED
HEREIN, ALL ACCESSIONS TO SUCH COLLATERAL, AND ALL PROCEEDS DERIVED
DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL OR THE
PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS OF SUCH
COLLATERAL, INCLUDING ALL PROCEEDS THAT ARE GOODS, INTANGIBLES,
SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER OR INSTRUMENTS (AND
TERMS USED HEREIN THAT ARE DEFINED IN THE BRITISH COLUMBIA PERSONAL
PROPERTY SECURITY ACT SHALL HAVE THOSE DEFINED MEANINGS.

Registering

Party: TRAILER WIZARDS LTD.

4649 HASTINGS STREET

BURNABY BC V5C 2K6

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 12, 2012 Reg. Length: 4 YEARS

Reg. Time: 16:54:47 Expiry Date: APR 12, 2016

Base Reg. #: 684168G Control #: D1115226

Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

S0003 Secured Party: C. KEAY INVESTMENTS LTD.

15205-131 AVE N.W.

EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 1S9DS3637AS819079 2010 SDI SUPER-B A/R SIDE DUMP

V0002 TR 1S9DS2823AS819059 2010 SDI SUPER-B A/R SIDE DUMP

V0003 TR 1S9DS3634AS819072 2010 SDI SUPER-B A/R SIDE DUMP

V0004 TR 1S9DS282XAS819057 2010 SDI SUPER-B A/R SIDE DUMP

V0005 TR 1S9DS3636AS819073 2010 SDI SUPER-B A/R SIDE DUMP

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 11

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0006 TR 1S9DS2821AS819058 2010 SDI SUPER-B A/R SIDE DUMP

+++ TR 1S9DS3639AS819066 2010 SDI SUPER-B A/R SIDE DUMP

+++ TR 1S9DS2824AS819054 2010 SDI SUPER-B A/R SIDE DUMP

V0009 TR 1S9DS3635AS819078 2010 SDI SUPER-B A/R SIDE DUMP

V0010 TR 1S9DS282XAS819060 2010 SDI SUPER-B A/R SIDE DUMP

General Collateral:

TOGETHER WITH ALL ATTACHEMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

----- PARTIAL DISCHARGE -----

Reg. #: 083409I Reg. Date: JUL 22, 2014

DM_VAN/254284.00015/9000239.3

Reg. Time: 09:55:25
 Control #: D2549486
 Base Reg. Type: PPSA SECURITY AGREEMENT
 Base Reg. #: 684168G Base Reg. Date: APR 12, 2012
 Vehicle Collateral:
 Type Serial # Year Make/Model MH Reg.#

** DELETED **

+++ TR 1S9DS3639AS819066 2010 SDI SUPER-B A/R SIDE DUMP

** DELETED **

+++ TR 1S9DS2824AS819054 2010 SDI SUPER-B A/R SIDE DUMP

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
 TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

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Continued on Page 12

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 12

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:51:19 Expiry Date: APR 26, 2016

Base Reg. #: 706338G Control #: D1136886

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41369B1007333 2011 CIMC CONTAINER CHASSIS

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:52:03 Expiry Date: APR 26, 2016

Base Reg. #: 706339G Control #: D1136898

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

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V0001 TR LJRC41362B1007335 2011 CIMC CONTAINER CHASSIS

DM_VAN/254284.00015/9000239.3

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

Continued on Page 13

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 13

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:52:37 Expiry Date: APR 26, 2016

Base Reg. #: 706340G Control #: D1138921

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41368B1007338 2011 CIMC CONTAINER CHASSIS

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:53:23 Expiry Date: APR 26, 2016

Base Reg. #: 706341G Control #: D1136935

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

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=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41368B1007341 2011 CIMC CONTAINER CHASSIS

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

Continued on Page 14

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 14

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:53:48 Expiry Date: APR 26, 2016

Base Reg. #: 706342G Control #: D1136839

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3
 Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 TR LJRC41384B1007319 2011 CIMC CONTAINER CHASSIS

Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 400-333 BAY STREET
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS
 Reg. Time: 07:54:12 Expiry Date: APR 26, 2016
 Base Reg. #: 706344G Control #: D1136819
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

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Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3
 Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 TR LJRC41362B1007318 2011 CIMC CONTAINER CHASSIS

Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 400-333 BAY STREET
 TORONTO ON M5H 2R2

Continued on Page 15

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 15

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS
 Reg. Time: 07:55:04 Expiry Date: APR 26, 2016
 Base Reg. #: 706345G Control #: D1138715
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3
 Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 TR LJRC4136XB1007311 2011 CIMC CONTAINER CHASSIS

Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 400-333 BAY STREET
 TORONTO ON M5H 2R2

DM_VAN/254284.00015/9000239.3

***** P P S A S E C U R I T Y A G R E E M E N T *****

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Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:55:31 Expiry Date: APR 26, 2016

Base Reg. #: 706346G Control #: D1136679

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41368B1007310 2011 CIMC CONTAINER CHASSIS

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

Continued on Page 16

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 16

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:56:01 Expiry Date: APR 26, 2016

Base Reg. #: 706350G Control #: D1136690

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41361B1007312 2011 CIMC CONTAINER CHASSIS

Registering

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 26, 2012 Reg. Length: 4 YEARS

Reg. Time: 07:56:34 Expiry Date: APR 26, 2016

Base Reg. #: 706351G Control #: D1136326

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

DM_VAN/254284.00015/9000239.3

(Business) 2401 UNITED BLVD.
VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41366B1007337 2011 CIMC CONTAINER CHASSIS

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

Continued on Page 17

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 17

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAY 03, 2012 Reg. Length: 6 YEARS

Reg. Time: 14:23:36 Expiry Date: MAY 03, 2018

Base Reg. #: 721435G Control #: D1153389

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND PACLEASE

2482 DOUGLAS ROAD

BURNABY BC V5C 6C9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD

(Business) 2401 UNITED BLVD

COQUITLAM BC V3K 5Y3

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Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1XKDD40X5DR959829 KENWORTH T800

V0002 MV 1XKDD40X1DR959830 KENWORTH T800

V0003 MV 1XKDD40X3DR959831 KENWORTH T800

V0004 MV 1XKDD40X5DR959832 KENWORTH T800

Registering

Party: INLAND PACLEASE

2482 DOUGLAS ROAD

BURNABY BC V5C 6C9

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAY 15, 2012 Reg. Length: 3 YEARS

Reg. Time: 10:15:43 Expiry Date: MAY 15, 2015

Base Reg. #: 741099G Control #: D1173549

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: TRAILER WIZARDS LTD.

4649 HASTINGS STREET

BURNABY BC V5C 2K6

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD.

(Business) 2401 UNITED BLVD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 1GRAA03207B707571 2007 GREAT DANE VAN-TAILGATE-5

Continued on Page 18

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 18

General Collateral:

ALL REPLACEMENTS AND SUBSTITUTIONS FOR THE COLLATERAL DESCRIBED
HEREIN, ALL ACCESSIONS TO SUCH COLLATERAL, AND ALL PROCEEDS DERIVED

DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL OR THE PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER OR INSTRUMENTS (AND TERMS USED HEREIN THAT ARE DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT SHALL HAVE THOSE DEFINED MEANINGS.

Registering

Party: TRAILER WIZARDS LTD.

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4649 HASTINGS STREET
BURNABY BC V5C 2K6

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 28, 2012 Reg. Length: 6 YEARS

Reg. Time: 11:16:35 Expiry Date: JUN 28, 2018

Base Reg. #: 820693G Control #: D1254726

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 2S9F53031CV013002 2012 STEWART STEPDECK TRAILER

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 29, 2012 Reg. Length: 4 YEARS

Reg. Time: 17:08:01 Expiry Date: JUN 29, 2016

Base Reg. #: 824489G Control #: D1258952

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: DUNDARAVE MORTGAGE INVESTMENT CORPORATION

1885 MARINE DRIVE

WEST VANCOUVER BC V7P 1V5

Continued on Page 19

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 19

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

General Collateral:

ALL OF THE DEBTORS PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

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Registering

Party: DIGBY LEIGH AND COMPANY

3050 HIGHLAND BLVD.

NORTH VANCOUVER BC V7R 2X3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 10:39:57 Expiry Date: JUL 27, 2018
 Base Reg. #: 871327G Control #: D1306710
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 3H3V281C4DT212001 2013 HYUNDAI, DROP FRAME VAN

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 333 BAY ST., SUITE 400
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 10:40:22 Expiry Date: JUL 27, 2018
 Base Reg. #: 871328G Control #: D1306686
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3

Continued on Page 20

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 20

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Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 3H3V281C6DT212002 2013 HYUNDAI, DROP FRAME VAN

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 333 BAY ST., SUITE 400
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 10:41:00 Expiry Date: JUL 27, 2018
 Base Reg. #: 871329G Control #: D1306670
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 3H3V281C8DT212003 2013 HYUNDAI, DROP FRAME VAN

Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 333 BAY ST., SUITE 400
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 10:41:28 Expiry Date: JUL 27, 2018
 Base Reg. #: 871331G Control #: D1306435
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 21

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 3H3V281C3DT212006 2013 HYUNDAI, DROP FRAME VAN

Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 333 BAY ST, SUITE 400
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 10:41:48 Expiry Date: JUL 27, 2018
 Base Reg. #: 871332G Control #: D1306462
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 3H3V281C1DT212005 2013 HYUNDAI, DROP FRAME VAN

Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 333 BAY ST., SUITE 400
 TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 10:42:12 Expiry Date: JUL 27, 2018
 Base Reg. #: 871335G Control #: D1306477
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.

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VANCOUVER BC V3K 5Y3

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 22

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 3H3V281CXDT212004 2013 HYUNDAI, DROP FRAME VAN

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY ST., SUITE 400

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: AUG 07, 2012 Reg. Length: 6 YEARS

Reg. Time: 14:11:47 Expiry Date: AUG 07, 2018

Base Reg. #: 888303G Control #: D1324293

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

S0003 Secured Party: C. KEAY INVESTMENTS LTD.

15205 131ST AVENUE N.W.

EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 20002101 2012 ESSENCE 10' CONTAINER

V0002 TR 2000210 2012 ESSENCE 10' CONTAINER

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V0003 TR 2000226 2012 ESSENCE 10' CONTAINER

V0004 TR 20002261 2012 ESSENCE 10' CONTAINER

V0005 TR 20002521 2012 ESSENCE 10' CONTAINER

V0006 TR 2000231 2012 ESSENCE 10' CONTAINER

V0007 TR 2000252 2012 ESSENCE 10' CONTAINER

V0008 TR 20002311 2012 ESSENCE 10' CONTAINER

V0009 TR 20002471 2012 ESSENCE 10' CONTAINER

V0010 TR 2000247 2012 ESSENCE 10' CONTAINER

Continued on Page 23

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 23

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD.
100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
TRAILER
9076 RIVER ROAD
DELTA BC V4G 1B5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: AUG 16, 2012 Reg. Length: 3 YEARS

Reg. Time: 14:33:38 Expiry Date: AUG 16, 2015

Base Reg. #: 905541G Control #: D1341957

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: TRAILER WIZARDS LTD.
4649 HASTINGS STREET
BURNABY BC V5C 2K6

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

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V0001 TR 1GRAA68276B707724 2006 GREAT DANE VAN-HIGHWAY-PU

V0002 TR 1GRAA68256B700450 2006 GREAT DANE VAN-HIGHWAY-PU

General Collateral:

ALL REPLACEMENTS AND SUBSTITUTIONS FOR THE COLLATERAL DESCRIBED HEREIN, ALL ACCESSIONS TO SUCH COLLATERAL, AND ALL PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL OR THE PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS OF SUCH COLLATERAL, INCLUDING ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER OR INSTRUMENTS (AND TERMS USED HEREIN THAT ARE DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT SHALL HAVE THOSE DEFINED MEANINGS.)

Continued on Page 24

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 24

Registering

Party: TRAILER WIZARDS LTD.
4649 HASTINGS STREET
BURNABY BC V5C 2K6

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: SEP 18, 2012 Reg. Length: 4 YEARS

Reg. Time: 13:06:00 Expiry Date: SEP 18, 2016

Base Reg. #: 957682G Control #: D1395464

Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE
 COQUITLAM BC V3K 6T1
 *** Name/Address Changed on January 23, 2014 to:
 S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
 TRAILER
 9076 RIVER ROAD
 DELTA BC V4G 1B5
 S0002 Secured Party: C. KEAY INVESTMENTS LTD
 100 GOLDEN DRIVE
 COQUITLAM BC V3K 6T1
 S0003 Secured Party: C. KEAY INVESTMENTS LTD
 15205 131 AVENUE N.W.
 EDMONTON AB T5V 0A4
 =D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K 5Y3

Vehicle Collateral:

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Type Serial # Year Make/Model MH Reg.#

V0001 TR 2AEALTAC7HR000140 1987 ADVANCE 30' T/A A/R TANKR

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
 ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT
 INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR
 PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE
 COQUITLAM BC V3K 6T1

Continued on Page 25

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 25

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD
 DELTA BC V4G 1B5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: SEP 19, 2012 Reg. Length: 5 YEARS

Reg. Time: 11:16:11 Expiry Date: SEP 19, 2017

Base Reg. #: 959678G Control #: D1397467

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

General Collateral:

(6) 20 FOOT CONTAINERS BEARING SERIAL NUMBERS CISU1100240
 CISU1100379, CISU1100321, CISU1100363, CISU1100276, CISU1100260

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Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
400-333 BAY STREET
TORONTO ON M5H 2R2

***** PPS SECURITY AGREEMENT *****

Reg. Date: OCT 18, 2012 Reg. Length: 6 YEARS

Reg. Time: 12:43:05 Expiry Date: OCT 18, 2018

Base Reg. #: 009154H Control #: D1448071

Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

Continued on Page 26

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 26

S0003 Secured Party: C. KEAY INVESTMENTS LTD.

15205-131 AVE N.W.

EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR OTRW2000015 2012 ESSENCE 20' CONTAINERS
V0002 TR OTRW2000020 2012 ESSENCE 20' CONTAINERS
V0003 TR OTRW2000036 2012 ESSENCE 20' CONTAINERS
V0004 TR OTRW2000041 2012 ESSENCE 20' CONTAINERS
V0005 TR OTRW2000057 2012 ESSENCE 20' CONTAINERS
V0006 TR OTRW2000062 2012 ESSENCE 20' CONTAINER
V0007 TR OTRW2000078 2012 ESSENCE 20' CONTAINER
V0008 TR OTRW2000083 2012 ESSENCE 20' CONTAINER
V0009 TR OTRW2000099 2013 ESSENCE 20' CONTAINERS
V0010 TR OTRW2000102 2013 ESSENCE 20' CONTAINERS
V0011 TR OTRW2000118 2013 ESSENCE 20' CONTAINERS
V0012 TR OTRW2000123 2013 ESSENCE 20' CONTAINERS
V0013 TR OTRW2000139 2013 ESSENCE 20' CONTAINERS

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V0014 TR OTRW2000144 2013 ESSENCE 20' CONTAINER
V0015 TR OTRW2000150 2013 ESSENCE 20' CONTAINER
V0016 TR OTRW2000165 2013 ESSENCE 20' CONTAINER
V0017 TR OTRW2000170 2013 ESSENCE 20' CONTAINERS
V0018 TR OTRW2000186 2013 ESSENCE 20' CONTAINERS
V0019 TR OTRW2000191 2013 ESSENCE 20' CONTAINERS
V0020 TR OTRW2000205 2013 ESSENCE 20' CONTAINERS

General Collateral:

TOGETHER WITH ALL ATTACHEMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD.
100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
TRAILER
9076 RIVER ROAD

DELTA BC V4G 1B5

Continued on Page 27

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 27

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: DEC 10, 2012 Reg. Length: 6 YEARS

Reg. Time: 09:43:35 Expiry Date: DEC 10, 2018

Base Reg. #: 093779H Control #: D1534944

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
TRAILER

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9076 RIVER ROAD
DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD

100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

S0003 Secured Party: C. KEAY INVESTMENTS LTD

15205 131ST AVENUE N.W.
EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 13N253302D1562761 2013 FONTAINE 53' TRI A/R S/D

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE
COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
 TRAILER
 9076 RIVER ROAD
 DELTA BC V4G 1B5
 Continued on Page 28
 Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 28
 ***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: DEC 27, 2012 Reg. Length: 6 YEARS
 Reg. Time: 13:25:16 Expiry Date: DEC 27, 2018
 Base Reg. #: 118992H Control #: D1560837
 This registration was selected and included for your protection
 because of close proximity to your search criteria.
 Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.
 100 GOLDEN DRIVE
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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015
 COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:
 S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
 TRAILER

9076 RIVER ROAD
 DELTA BC V4G 1B5
 S0002 Secured Party: C. KEAY INVESTMENTS LTD
 100 GOLDEN DRIVE
 COQUITLAM BC V3K 6T1

S0003 Secured Party: C. KEAY INVESTMENTS LTD
 15205 131ST AVENUE N.W.
 EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 TR 2A9LB6532DN125019 2013 ASPEN 53' TRI A/R LOW BED
 V0002 TR 2A9TD1015DN125020 2013 ASPEN 15' S/A AIR BOOSTER

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
 ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT
 INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR
 PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD.
 100 GOLDEN DRIVE
 COQUITLAM BC V3K 6T1
 Continued on Page 29

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 29
 *** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
 TRAILER
 9076 RIVER ROAD
 Page 31 of 72

file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015
 DELTA BC V4G 1B5

***** PPSA SECURITY AGREEMENT *****

Reg. Date: JUN 13, 2013 Reg. Length: 6 YEARS

Reg. Time: 10:31:05 Expiry Date: JUN 13, 2019

Base Reg. #: 401230H Control #: D1849785

Block#

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD.

9076 RIVER ROAD

DELTA BC V4G 1B5

S0003 Secured Party: C. KEAY INVESTMENTS LTD.

15205 131 AVE. N.W.

EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

D0002 Bus. Debtor: GAT LEEDM LOGISTICS LLP

2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR LJRC41370E1000073 2014 40' TRI SPRI C/C

V0002 TR LJRC41372E1000074 2014 40' TRI SPRI C/C

+++ TR LJRC41372E1000075 2014 40' TRI SPRI C/C

+++ TR LJRC41372E1000076 2014 40' TRI SPRI C/C

+++ TR LJRC41372E1000077 2014 40' TRI SPRI C/C

+++ TR LJRC41372E1000078 2014 40' TRI SPRI C/C

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
 ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
 COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT
 INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

Continued on Page 30

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 30

PROCEEDS OF THE COLLATERAL

Page 32 of 72

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Registering

Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

— SUBSTITUTION OF COLLATERAL / PROCEEDS —

Reg. #: 317046I Reg. Date: DEC 01, 2014

Reg. Time: 11:49:07

Control #: D2789019
 Base Reg. Type: PPSA SECURITY AGREEMENT
 Base Reg. #: 401230H Base Reg. Date: JUN 13, 2013
 Vehicle Collateral:
 Type Serial # Year Make/Model MH Reg.#
 ** DELETED **
 +++ TR LJRC41372E1000075 2014 40' TRI SPRI C/C
 ** DELETED **
 +++ TR LJRC41372E1000076 2014 40' TRI SPRI C/C
 ** DELETED **
 +++ TR LJRC41372E1000077 2014 40' TRI SPRI C/C
 ** DELETED **
 +++ TR LJRC41372E1000078 2014 40' TRI SPRI C/C
 *** ADDED ***
 V0007 TR LJRC41374E1000075 2014 CIMC 40' TRI EXT SPR COMB
 *** ADDED ***
 V0008 TR LJRC41376E1000076 2014 CIMC 40' TRI EXT SPR COMB
 *** ADDED ***
 V0009 TR LJRC41378E1000077 2014 CIMC 40' TRI EXT SPR COMB
 *** ADDED ***
 V0010 TR LJRC4137XE1000078 2014 CIMC 40' TRI EXT SPR COMB
 Registering
 Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
 TRAILER
 9076 RIVER ROAD
 DELTA BC V4G 1B5
 ***** P P S A SECURITY AGREEMENT *****
 Reg. Date: JUN 25, 2013 Reg. Length: 6 YEARS
 Reg. Time: 13:27:06 Expiry Date: JUN 25, 2019
 Base Reg. #: 421539H Control #: D1870593
 This registration was selected and included for your protection
 because of close proximity to your search criteria.
 Block#
 Continued on Page 31
 Page 33 of 72
 file:///C:/Users/KPOSNI-1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015
 Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 31
 S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3
 Vehicle Collateral:
 Type Serial # Year Make/Model MH Reg.#
 +++ TR 1M5910820E1141333 2014 MANAC TRAILER 941272100
 Registering
 Party: CYBERBAHN, A THOMSON REUTERS BUSINESS
 400-333 BAY STREET
 TORONTO ON M5H 2R2
 _____ A M E N D M E N T / O T H E R C H A N G E _____
 Reg. #: 443031H Reg. Date: JUL 08, 2013
 Reg. Time: 11:38:12
 Control #: D1892657
 Base Reg. Type: PPSA SECURITY AGREEMENT
 Base Reg. #: 421539H Base Reg. Date: JUN 25, 2013
 Details Description:

TO AMEND THE SERIAL NUMBER OF THE VEHICLE IN V0001

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

*** ADDED ***

V0002 TR 2M5910820E1141333 2014 MANAC TRAILER 941272100

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 443081H Reg. Date: JUL 08, 2013

Reg. Time: 11:51:06

Control #: D1892708

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 421539H Base Reg. Date: JUN 25, 2013

Details Description:

TO DELETE THE VEHICLE IN BLOCK V0001

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

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** DELETED **

+++ TR 1M5910820E1141333 2014 MANAC TRAILER 941272100

Continued on Page 32

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 32

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

***** P P S A SECURITY AGREEMENT *****

Reg. Date: JUN 25, 2013 Reg. Length: 6 YEARS

Reg. Time: 13:27:41 Expiry Date: JUN 25, 2019

Base Reg. #: 421541H Control #: D1870617

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

+++ TR 1M5910827E1141331 2014 MANAC TRAILER 941272100

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

----- AMENDMENT / OTHER CHANGE -----

Reg. #: 443044H Reg. Date: JUL 08, 2013

Reg. Time: 11:41:26

Control #: D1892667

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 421541H Base Reg. Date: JUN 25, 2013

Details Description:

TO AMEND THE SERIAL NUMBER OF THE VEHICLE IN BLOCK V0001

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

** DELETED **

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+++ TR 1M5910827E1141331 2014 MANAC TRAILER 941272100

*** ADDED ***

V0002 TR 2M5910827E1141331 2014 MANAC TRAILER 941272100

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

Continued on Page 33

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 33

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 25, 2013 Reg. Length: 6 YEARS

Reg. Time: 13:28:55 Expiry Date: JUN 25, 2019

Base Reg. #: 421544H Control #: D1870620

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED

7229 PACIFIC CIRCLE

MISSISSAUGA ON L5T 1S9

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD.

(Business) 2401 UNITED BLVD.

VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

+++ TR 1M5910829E1141332 2014 MANAC TRAILER 941272100

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 443073H Reg. Date: JUL 08, 2013

Reg. Time: 11:47:53

Control #: D1892698

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 421544H Base Reg. Date: JUN 25, 2013

Details Description:

TO AMEND THE SERIAL NUMBER OF THE VEHICLE IN V0001

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

** DELETED **

+++ TR 1M5910829E1141332 2014 MANAC TRAILER 941272100

*** ADDED ***

V0002 TR 2M5910829E1141332 2014 MANAC TRAILER 941272100

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: AUG 07, 2013 Reg. Length: 6 YEARS

Reg. Time: 10:12:51 Expiry Date: AUG 07, 2019

Base Reg. #: 495981H Control #: D1946784

Block#

Continued on Page 34

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 34

+++ Secured Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD.

9076 RIVER ROAD

DELTA BC V4G 1B5

S0003 Secured Party: C. KEAY INVESTMENTS LTD.

15205 131ST AVENUE N.W.

EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 061264 2013 ESSENCE 20' CONTAINER

V0002 TR 061265 2013 ESSENCE 20' CONTAINER

V0003 TR 061266 2013 ESSENCE 20' CONTAINER

V0004 TR 061267 2013 ESSENCE 20' CONTAINER

V0005 TR 061268 2013 ESSENCE 20' CONTAINER

V0006 TR 061269 2013 ESSENCE 20' CONTAINER

V0007 TR 061270 2013 ESSENCE 20' CONTAINER

V0008 TR 061271 2013 ESSENCE 20' CONTAINER

V0009 TR 061272 2013 ESSENCE 20' CONTAINER

V0010 TR 061273 2013 ESSENCE 20' CONTAINER

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file:///C:/Users/KPOSNI-1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

V0011 TR 061274 2013 ESSENCE 20' CONTAINER

V0012 TR 061275 2013 ESSENCE 20' CONTAINER

V0013 TR 061276 2013 ESSENCE 20' CONTAINER

V0014 TR 061277 2013 ESSENCE 20' CONTAINER

V0015 TR 061278 2013 ESSENCE 20' CONTAINER

V0016 TR 061279 2013 ESSENCE 20' CONTAINER

V0017 TR 061280 2013 ESSENCE 20' CONTAINER

V0018 TR 061281 2013 ESSENCE 20' CONTAINER

V0019 TR 061282 2013 ESSENCE 20' CONTAINER

V0020 TR 061283 2013 ESSENCE 20' CONTAINER

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Continued on Page 35

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 35

Registering

Party: C. KEAY INVESTMENTS LTD.

100 GOLDEN DRIVE

COQUITLAM BC V3K 6T1

*** Name/Address Changed on January 23, 2014 to:

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN TRAILER

9076 RIVER ROAD

DELTA BC V4G 1B5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: SEP 24, 2013 Reg. Length: 3 YEARS

Reg. Time: 12:03:23 Expiry Date: SEP 24, 2016

Base Reg. #: 575500H Control #: D2028426

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

26770 GLOUCESTER WAY

LANGLEY BC V4W 2Y3

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (B.C.)

(Business) LTD.

2401 UNITED BLVD

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1XKDD49X99R940064 KENWORTH

V0002 MV 1XKDD49X29R940066 KENWORTH

Registering

Party: INLAND KENWORTH

26770 GLOUCESTER WAY

LANGLEY BC V4W 2Y3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: NOV 18, 2013 Reg. Length: 5 YEARS

Reg. Time: 15:36:57 Expiry Date: NOV 18, 2018

Base Reg. #: 666496H Control #: D2121839

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: BCMP MORTGAGE INVESTMENT CORPORATION

C/O 518-1177 WEST HASTINGS ST.

VANCOUVER BC V6E 2K3

Continued on Page 36

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 36

D0001 Base Debtor: WILLIAMS TRANSFER LTD.

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

D0002 Bus. Debtor: WILLIAMS HOLDINGS LTD.

2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

=D0003 Bus. Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.

2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

D0004 Bus. Debtor: CARWILL HOLDINGS LTD.

2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE

DEBTORS AND EACH OF THEM INCLUDING WITHOUT LIMITATION FIXTURES AND CROPS, AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

Registering

Party: CLARK WILSON LLP

ATT. PPSA CLERK

800 - 885 WEST GEORGIA STREET

VANCOUVER BC V6C 3H1

----- P A R T I A L D I S C H A R G E -----

Reg. #: 105194I Reg. Date: AUG 01, 2014

Reg. Time: 14:38:48

Control #: D2571806

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 666496H Base Reg. Date: NOV 18, 2013

General Collateral:

** DELETED **

ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL UNDERTAKING, PROPERTY AND ASSETS, BOTH PRESENT AND FUTURE OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE RELATING TO LANDS LEGALLY DESCRIBED AS:

PID 006-524-991, LOT 11 DL 751 CARIBOO DISTRICT PLAN 27361; AND

PID 006-524-966, LOT 10 DL 751 CARIBOO DISTRICT PLAN 27361.

Registering

Party: FASKEN MARTINEAU DUMOULIN LLP

SUITE 2900, 550 BURRARD STREET

VANCOUVER BC V6C 0A3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: DEC 09, 2013 Reg. Length: 5 YEARS

Reg. Time: 13:22:18 Expiry Date: DEC 09, 2018

Base Reg. #: 701103H Control #: D2157676

Block#

Continued on Page 37

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 37

S0001 Secured Party: XEROX CANADA LTD

33 BLOOR ST. E. 3RD FLOOR

TORONTO ON M4W3H1

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD.

(Business) 2401 UNITED BLVD

COQUITLAM BC V3K5Y3

General Collateral:

EQUIPMENT, OTHER ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: FEB 27, 2014 Reg. Length: 5 YEARS

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

Reg. Time: 16:13:54 Expiry Date: FEB 27, 2019

Base Reg. #: 823040H Control #: D2282946

This registration was selected and included for your protection because of close proximity to your search criteria.

DM_VAN/254284.00015/9000239.3

Block#

S0001 Secured Party: BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO ON M5T 1T4

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.
(Business) 2401 UNITED BLVD
COQUITLAM BC V3K 5Y3

General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS
INSTRUMENT DESCRIBED AS

0004-9775-106 \$100,000.00 & 0004-9775-106 \$30,000.00

INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS
THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM
AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: APR 30, 2014 Reg. Length: 1 YEAR

Reg. Time: 08:35:09 Expiry Date: APR 30, 2015

Base Reg. #: 928318H Control #: D2390738

Block#

S0001 Secured Party: C. KEAY INVESTMENTS LTD. DBA OCEAN
TRAILER

9076 RIVER ROAD
DELTA BC V4G 1B5

S0002 Secured Party: C. KEAY INVESTMENTS LTD.

9076 RIVER ROAD
DELTA BC V4G 1B5

Continued on Page 38

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 38

S0003 Secured Party: C. KEAY INVESTMENTS LTD.

15205 131 AVE. N.W.

EDMONTON AB T5V 0A4

=D0001 Base Debtor: WILLIAMS MOVING AND STORAGE (BC) LTD
(Business) 2401 UNITED BLVD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 13N1533C1E1564699 2014 FONTAINE 53' TRI A/R FLAT

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

General Collateral:

TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE
COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT
INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR
PROCEEDS OF THE COLLATERAL.

Registering

Party: C. KEAY INVESTMENTS LTD. DBA OCEAN

TRAILER

9076 RIVER ROAD
DELTA BC V4G 1B5

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAY 02, 2014 Reg. Length: 6 YEARS

Reg. Time: 13:41:37 Expiry Date: MAY 02, 2020

Base Reg. #: 934796H Control #: D2396653

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: UNIVAN LEASING LIMITED
 7229 PACIFIC CIRCLE
 MISSISSAUGA ON L5T 1S9
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD.
 (Business) 2401 UNITED BLVD.
 VANCOUVER BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1KKVA5329EL235022 2014 KENTUCKY TRAILER AVCC-W

Registering

Party: CYBERBAHN, A THOMSON REUTERS BUSINESS

400-333 BAY STREET

TORONTO ON M5H 2R2

Continued on Page 39

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 39

***** REPAIRERS LIENACT *****

Reg. Date: JUN 09, 2014 Reg. Length: 180 DAYS

Reg. Time: 09:43:51 Expiry Date: DEC 08, 2014

Base Reg. #: 0038331 Control #: D2468041

Amount of Lien: \$633.89 Surrender Date: JUN 02, 2014

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*** This registration has expired.

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP

1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

D0001 Base Debtor: WILLIAMS MOVING & STORAGE

(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

=D0002 Bus. Debtor: WILLIAM MOVING & STORAGE (B C) LTD

2401 UNITED BLVD

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FUJAPAV11PH88134 2001 FREIGHTLINER UNKNOWN

***** REPAIRERS LIENACT *****

Reg. Date: JUN 11, 2014 Reg. Length: 180 DAYS

Reg. Time: 17:05:30 Expiry Date: DEC 08, 2014

Base Reg. #: 0113121 Control #: D2475676

Amount of Lien: \$2868.99 Surrender Date: JUN 05, 2014

*** This registration has expired.

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

5550 GORING STREET

BURNABY BC V5B 3A4

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 4V47DBGH1WN733281 1998 VOLVO

Continued on Page 40

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 40

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file:///C:/Users/KPOSNI~1/AppData/Local/Temp/TQA92RKZ.htm 1/12/2015

Registering

Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4

***** REPAIRERS LIEN ACT *****

Reg. Date: JUN 17, 2014 Reg. Length: 180 DAYS
Reg. Time: 10:13:06 Expiry Date: DEC 15, 2014
Base Reg. #: 020482I Control #: D2485029
Amount of Lien: \$1897.51 Surrender Date: JUN 04, 2014

*** This registration has expired.

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1HTMMAAP24H605185 2004 INTERNATIONAL FLAT

Registering

Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4

***** REPAIRERS LIEN ACT *****

Reg. Date: JUN 25, 2014 Reg. Length: 180 DAYS
Reg. Time: 17:01:01 Expiry Date: DEC 22, 2014
Base Reg. #: 037224I Control #: D2502193
Amount of Lien: \$2040.81 Surrender Date: JUN 16, 2014

*** This registration has expired.

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4
D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K5Y3
=D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
2401 UNITED BOULEVARD
COQUITLAM BC V3K5Y3

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 41

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 2HSFMAHR3SC060283 1995 INTERNATIONAL

Registering

Party: INLAND KENWORTH

5550 GORING STREET

BURNABY BC V5B 3A4

***** REPAIRERS LIEN ACT *****

Reg. Date: JUL 14, 2014 Reg. Length: 180 DAYS

Reg. Time: 15:33:08 Expiry Date: JAN 12, 2015

Base Reg. #: 0695151 Control #: D2535202

Amount of Lien: \$4295.32 Surrender Date: JUL 04, 2014

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

5550 GORING STREET

BURNABY BC V5B 3A4

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 2HSCTAPR98C658801 2008 IHC

Registering

Party: INLAND KENWORTH

5550 GORING STREET

BURNABY BC V5B 3A4

***** REPAIRERS LIEN ACT *****

Reg. Date: JUL 22, 2014 Reg. Length: 180 DAYS

Reg. Time: 10:00:33 Expiry Date: JAN 19, 2015

Base Reg. #: 0834221 Control #: D2549496

Amount of Lien: \$2330.67 Surrender Date: JUL 11, 2014

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET

PRINCE GEORGE BC V2N 2K8

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=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Continued on Page 42

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 42

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FV6JFBB5XHA18604 1999 FREIGHTLINER

Registering

Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET

PRINCE GEORGE BC V2N 2K8

***** PPS SECURITY AGREEMENT *****

Reg. Date: JUL 24, 2014 Reg. Length: 2 YEARS

Reg. Time: 10:47:55 Expiry Date: JUL 24, 2016

Base Reg. #: 0884821 Control #: D2554726

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: TRAILER WIZARDS LTD
 4649 HASTINGS ST
 BURNABY BC V5C 2K6
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (B.C.) LTD
 (Business) 2401 UNITED BLVD
 COQUITLAM BC V3K 5Y3

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ASSETS

Registering

Party: TRAILER WIZARDS LTD.
 4649 HASTINGS STREET
 BURNABY BC V5C 2K6

***** REPAIRERS LIEN ACT *****

Reg. Date: AUG 01, 2014 Reg. Length: 180 DAYS
 Reg. Time: 10:07:52 Expiry Date: JAN 28, 2015
 Base Reg. #: 1040871 Control #: D2570657
 Amount of Lien: \$5170.05 Surrender Date: JUL 16, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.

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1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K 5Y3

Continued on Page 43

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 43

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVHAWCG57LW92667 2007 FREIGHTLINER

Registering

Party: PREMIUM TRUCK & TRAILER INC.
 1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIEN ACT *****

Reg. Date: AUG 05, 2014 Reg. Length: 180 DAYS
 Reg. Time: 15:18:45 Expiry Date: FEB 02, 2015
 Base Reg. #: 1087101 Control #: D2575451
 Amount of Lien: \$3507.66 Surrender Date: JUL 22, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
 5550 GORING STREET
 BURNABY BC V5B 3A4
 D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K5Y3
 =D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 2401 UNITED BOULEVARD
 COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

DM_VAN/254284.00015/9000239.3

V0001 MV 1FUUPBXYB4RL579358 1994 FREIGHTLINER TACTOR

Registering

Party: INLAND KENWORTH

5550 GORING STREET

BURNABY BC V5B 3A4

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***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: AUG 11, 2014 Reg. Length: 180 DAYS

Reg. Time: 14:01:06 Expiry Date: FEB 09, 2015

Base Reg. #: 118479I Control #: D2585473

Amount of Lien: \$1475.38 Surrender Date: AUG 08, 2014

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP

BOX 1240

VERNON BC V1T 8N6

Continued on Page 44

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 44

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP

1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE

(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (B C) LTD.

2401 UNITED BLVD

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FUJAWCK67LX28327 2007 FREIGHTLINER UNKNOWN

----- TOTAL DISCHARGE -----

Reg. #: 351773I Reg. Date: DEC 18, 2014

Reg. Time: 16:21:39

Control #: D2824688

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 118479I Base Reg. Date: AUG 11, 2014

Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

***** PPSA SECURITY AGREEMENT *****

Reg. Date: AUG 14, 2014 Reg. Length: 3 YEARS

Reg. Time: 12:54:55 Expiry Date: AUG 14, 2017

Base Reg. #: 126063I Control #: D2593274

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This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: DELL FINANCIAL SERVICES CANADA

LIMITED

155 GORDON BAKER RD, STE 501

NORTH YORK ON M2H 3N5

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD

DM_VAN/254284.00015/9000239.3

(Business) 2401 UNITED BLVD
COQUITLAM BC V3K5Y3

General Collateral:

ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED PARTY PURSUANT TO AN EQUIPMENT LEASE TOGETHER WITH ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH

Continued on Page 45

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 45
EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registering

Party: (REGISTRY=RECOVERY) TM INC.
1551 THE QUEENSWAY
TORONTO ON M8Z 1T8

***** REPAIRERS LIEN ACT *****

Reg. Date: AUG 25, 2014 Reg. Length: 180 DAYS
Reg. Time: 21:49:56 Expiry Date: FEB 23, 2015
Base Reg. #: 1441731 Control #: D2611839
Amount of Lien: \$4230.97 Surrender Date: AUG 19, 2014
This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.
1015 GREAT STREET
PRINCE GEORGE BC V2N 2K8
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K 5Y3
D0002 Bus. Debtor: SLH TRANSPORT INC
5500 DUFFERIN BLVD SE

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CALGARY AB T2C 4Y2

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1FVHAWCG67LX42945 2007 FREIGHTLINER

Registering

Party: PREMIUM TRUCK & TRAILER INC.
1015 GREAT STREET
PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIEN ACT *****

Reg. Date: AUG 30, 2014 Reg. Length: 180 DAYS
Reg. Time: 11:01:43 Expiry Date: FEB 26, 2015
Base Reg. #: 1541161 Control #: D2622058
Amount of Lien: \$685.58 Surrender Date: AUG 19, 2014
This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.
1015 GREAT STREET
PRINCE GEORGE BC V2N 2K8

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 46

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 2HSCTAPR98C658801 2008 INTERNATIONAL

Registering

Party: PREMIUM TRUCK & TRAILER INC.
 1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: SEP 02, 2014 Reg. Length: 180 DAYS

Reg. Time: 12:14:45 Expiry Date: MAR 02, 2015

Base Reg. #: 1560751 Control #: D2624043

Amount of Lien: \$1266.22 Surrender Date: AUG 28, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

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S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
 (Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (CALGARY)
 7757 8 ST NE

CALGARY AB T2E8A2

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 2D9A1P2C041007888 2004 DURABODY TRAILER

----- TOTAL DISCHARGE -----

Reg. #: 3518381 Reg. Date: DEC 18, 2014

Reg. Time: 16:36:44

Control #: D2824754

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 1560751 Base Reg. Date: SEP 02, 2014

Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 47

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 10, 2014 Reg. Length: 180 DAYS

Reg. Time: 16:02:34 Expiry Date: MAR 09, 2015

Base Reg. #: 1730841 Control #: D2641460

Amount of Lien: \$661.19 Surrender Date: SEP 05, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K5Y3

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Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVHAWCG67LX42945 2007 FREIGHTLINER

Registering

Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 18, 2014 Reg. Length: 180 DAYS
 Reg. Time: 10:00:50 Expiry Date: MAR 17, 2015

Base Reg. #: 186793I Control #: D2655468

Amount of Lien: \$23318.20 Surrender Date: AUG 30, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.

105 ADAMS ROAD
 KELOWNA BC V1X 7R1

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
 (Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVXLSEB2YLH19862 2000 FREIGHTLINER

Registering

Party: CENTRAL VALLEY TRUCK SERVICES LTD.

105 ADAMS ROAD
 KELOWNA BC V1X 7R1

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 48

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 25, 2014 Reg. Length: 180 DAYS

Reg. Time: 12:21:14 Expiry Date: MAR 24, 2015

Base Reg. #: 199858I Control #: D2668889

Amount of Lien: \$3146.60 Surrender Date: SEP 12, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

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2365 NORTHFIELD ROAD
 NANAIMO BC V9S 3L3

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
 (Business) 771 ENTERPRISE CRES

VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1HTLDTVP4GHA66075 1986 IH 1954

Registering

DM_VAN/254284.00015/9000239.3

Party: INLAND KENWORTH
 2365 NORTHFIELD ROAD
 NANAIMO BC V9S 3L3

***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: SEP 25, 2014 Reg. Length: 180 DAYS
 Reg. Time: 13:08:16 Expiry Date: MAR 24, 2015
 Base Reg. #: 199984I Control #: D2669019
 Amount of Lien: \$2225.39 Surrender Date: SEP 05, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.
 105 ADAMS ROAD
 KELOWNA BC V1X7R1

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVXLSEB2YLH19862 2000 FREIGHTLINER

Registering

Party: CENTRAL VALLEY TRUCK SERVICES LTD.
 105 ADAMS ROAD
 KELOWNA BC V1X 7R1

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 49

----- TOTAL DISCHARGE -----

Reg. #: 336471I Reg. Date: DEC 10, 2014

Reg. Time: 15:03:33

Control #: D2808907

Base Reg. Type: REPAIRERS LIEN ACT

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Base Reg. #: 199984I Base Reg. Date: SEP 25, 2014

Registering

Party: CENTRAL VALLEY TRUCK SERVICES LTD.
 105 ADAMS ROAD
 KELOWNA BC V1X 7R1

***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: SEP 29, 2014 Reg. Length: 180 DAYS
 Reg. Time: 15:00:50 Expiry Date: MAR 30, 2015
 Base Reg. #: 205557I Control #: D2674783
 Amount of Lien: \$662.38 Surrender Date: SEP 23, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240
 VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 1540 KALAMALKA LAKE ROAD
 VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
 (Business) 2401 UNITED BLVD.
 COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVHAWCG33LL05107 2003 FREIGHTLINER UNKNOWN

----- TOTAL DISCHARGE -----

Reg. #: 380678I Reg. Date: JAN 08, 2015

Reg. Time: 16:32:27

Control #: D2854072

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 205557I Base Reg. Date: SEP 29, 2014

Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 50

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***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS

Reg. Time: 07:53:42 Expiry Date: MAR 30, 2015

Base Reg. #: 206763I Control #: D2676005

Amount of Lien: \$559.18 Surrender Date: SEP 24, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

2365 NORTHFIELD ROAD

NANAIMO BC V9S 3L3

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD

(Business) 771 ENTERPRISE CRES

VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV HTSCAAP9WH493840 1997 INTERNATIONAL

Registering

Party: INLAND KENWORTH

2365 NORTHFIELD ROAD

NANAIMO BC V9S 3L3

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS

Reg. Time: 07:59:26 Expiry Date: MAR 30, 2015

Base Reg. #: 206772I Control #: D2676019

Amount of Lien: \$692.3 Surrender Date: SEP 20, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

2365 NORTHFIELD ROAD

NANAIMO BC V9S 3L3

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD

(Business) 771 ENTERPRISE CRES

VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV SH69S642 INTERNATIONAL 4700

Registering

Party: INLAND KENWORTH

DM_VAN/254284.00015/9000239.3

2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3
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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 51

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS
Reg. Time: 08:01:48 Expiry Date: MAR 30, 2015
Base Reg. #: 2067811 Control #: D2676022
Amount of Lien: \$228.84 Surrender Date: SEP 20, 2014
This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 771 ENTERPRISE CRES
VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1HTLDTVP4GHA66075 1986 IH1954

Registering

Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS
Reg. Time: 08:03:57 Expiry Date: MAR 30, 2015
Base Reg. #: 2067831 Control #: D2676030
Amount of Lien: \$773.93 Surrender Date: SEP 16, 2014
This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3
=D0001 Base Debtor: WILLIAM MOVING & STORAGE LTD
(Business) 771 ENTERPRISE CRES
VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV TH403757 1996 INTERNATIONAL

Registering

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Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 52

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS
Reg. Time: 08:06:14 Expiry Date: MAR 30, 2015
Base Reg. #: 2067841 Control #: D2676031
Amount of Lien: \$618.62 Surrender Date: SEP 15, 2014

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 771 ENTERPRISE CRES
VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV SH69S642 INTERNATIONAL 4700

Registering

Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3

***** REPAIRERS LIENACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS
Reg. Time: 08:08:11 Expiry Date: MAR 30, 2015
Base Reg. #: 2067861 Control #: D2676032
Amount of Lien: \$766.27 Surrender Date: SEP 12, 2014
This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTS
(Business) 771 ENTERPRISE CRES
VICTORIA BC V8Z 6P7

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Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1FUWJLBB2YHG76319 2000 FREIGHTLINER

Registering

Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3

Continued on Page 53

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 53

***** REPAIRERS LIENACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS
Reg. Time: 08:10:34 Expiry Date: MAR 30, 2015
Base Reg. #: 2067981 Control #: D2676041
Amount of Lien: \$2193.22 Surrender Date: SEP 28, 2014
This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
2365 NORTHFIELD ROAD
NANAIMO BC V9S 3L3
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 771 ENTERPRISE CRES
VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 TR 37W644801 1974 FRUEHAUF TRLR

Registering

Party: INLAND KENWORTH

2365 NORTHFIELD ROAD

NANAIMO BC V9S 3L3

***** REPAIRERS LIEN ACT *****

Reg. Date: SEP 30, 2014 Reg. Length: 180 DAYS

Reg. Time: 08:13:53 Expiry Date: MAR 30, 2015

Base Reg. #: 2068011 Control #: D2676047

Amount of Lien: \$1154.29 Surrender Date: SEP 29, 2014

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH

2365 NORTHFIELD ROAD

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NANAIMO BC V9S 3L3

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD

(Business) 771 ENTERPRISE CRES

VICTORIA BC V8Z 6P7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1HTLDTVP4GHA68075 1986 IH 1954

Registering

Party: INLAND KENWORTH

2365 NORTHFIELD ROAD

NANAIMO BC V9S 3L3

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 54

***** REPAIRERS LIEN ACT *****

Reg. Date: OCT 02, 2014 Reg. Length: 180 DAYS

Reg. Time: 19:34:14 Expiry Date: MAR 31, 2015

Base Reg. #: 2145081 Control #: D2683981

Amount of Lien: \$3320.47 Surrender Date: SEP 20, 2014

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET

PRINCE GEORGE BC V2N 2K8

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FVHAWCG83LL05104 2003 FREIGHTLINER TRACTOR

Registering

Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET

PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: OCT 07, 2014 Reg. Length: 180 DAYS

Reg. Time: 09:01:04 Expiry Date: APR 07, 2015

Base Reg. #: 2208501 Control #: D2690483

Amount of Lien: \$991.36 Surrender Date: SEP 25, 2014

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This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FUJAWCK47LX28326 2007 FREIGHTLINER UNKNOWN

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 55

----- T O T A L D I S C H A R G E -----

Reg. #: 3806451 Reg. Date: JAN 08, 2015

Reg. Time: 16:24:04

Control #: D2854040

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 2208501 Base Reg. Date: OCT 07, 2014

Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: OCT 09, 2014 Reg. Length: 180 DAYS

Reg. Time: 10:58:36 Expiry Date: APR 07, 2015

Base Reg. #: 2260071 Control #: D2695694

Amount of Lien: \$4491.27 Surrender Date: SEP 19, 2014

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD

KELOWNA BC V1X 7R1

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
(Business) 2401 UNITED BOULEVARD

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COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FUYSXYB9VL806316 1997 FREIGHTLINER

Registering

Party: CENTRAL VALLEY TRUCK SERVICES LTD.

105 ADAMS ROAD

KELOWNA BC V1X 7R1

----- T O T A L D I S C H A R G E -----

Reg. #: 3384761 Reg. Date: DEC 10, 2014

Reg. Time: 15:04:59

Control #: D2808912

Base Reg. Type: REPAIRERS LIEN ACT
 Base Reg. #: 2260071 Base Reg. Date: OCT 09, 2014
 Registering
 Party: CENTRAL VALLEY TRUCK SERVICES LTD.
 105 ADAMS ROAD
 KELOWNA BC V1X 7R1
 Continued on Page 56
 Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 56
 ***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: OCT 10, 2014 Reg. Length: 180 DAYS
 Reg. Time: 13:52:50 Expiry Date: APR 08, 2015
 Base Reg. #: 2285771 Control #: D2698366
 Amount of Lien: \$849.51 Surrender Date: OCT 07, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
 (Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

Vehicle Collateral:

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Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FVHAWCG83LL05104 2003 FREIGHTLINER UNKNOWN

----- T O T A L D I S C H A R G E -----

Reg. #: 3806351 Reg. Date: JAN 08, 2015
 Reg. Time: 16:21:35
 Control #: D2854030
 Base Reg. Type: REPAIRERS LIEN ACT
 Base Reg. #: 2285771 Base Reg. Date: OCT 10, 2014
 Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

***** REPAIRERS LIEN ACT *****

*** DISCHARGED ***

Reg. Date: OCT 24, 2014 Reg. Length: 180 DAYS
 Reg. Time: 14:35:35 Expiry Date: APR 22, 2015
 Base Reg. #: 2516941 Control #: D2722132
 Amount of Lien: \$802.60 Surrender Date: OCT 10, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

Continued on Page 57

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 57

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2
 =D0001 Base Debtor: WILLIAMS MOVING & STORAGE
 (Business) 2401 UNITED BLVD.
 COQUITLAM BC V3K5Y3
 D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (B C) LTD.
 2401 UNITED BLVD
 COQUITLAM BC V3K5Y3
 Vehicle Collateral:
 Type Serial # Year Make/Model MH Reg.#
 V0001 TR 2A9LB55347N125196 2007 ASPEN TRAILER
 ----- TOTAL DISCHARGE -----

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Reg. #: 380636I Reg. Date: JAN 08, 2015

Reg. Time: 16:21:51

Control #: D2854031

Base Reg. Type: REPAIRERS LIEN ACT

Base Reg. #: 251694I Base Reg. Date: OCT 24, 2014

Registering

Party: AVS SYSTEMS INC.

201-1325 POLSON DR.

VERNON BC V1T 8H2

***** REPAIRERS LIEN ACT *****

Reg. Date: OCT 30, 2014 Reg. Length: 180 DAYS

Reg. Time: 13:29:20 Expiry Date: APR 28, 2015

Base Reg. #: 262607I Control #: D2733309

Amount of Lien: \$711.35 Surrender Date: OCT 22, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
 (Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING (CALGARY)

7757 8 ST NE

CALGARY AB T2E8A2

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 58

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FDWE35F22HB61959 2002 FORD E350

***** REPAIRERS LIEN ACT *****

Reg. Date: OCT 30, 2014 Reg. Length: 180 DAYS

Reg. Time: 14:58:47 Expiry Date: APR 28, 2015

Base Reg. #: 262949I Control #: D2733662

Amount of Lien: \$802.71 Surrender Date: OCT 21, 2014

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This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

DM_VAN/254284.00015/9000239.3

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING (CALGARY)

7757 8 ST NE

CALGARY AB T2E8A2

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1NKM1Z9X3YS957900 1999 KENWORTH UNKNOWN

***** REPAIRERS LIEN ACT *****

Reg. Date: NOV 07, 2014 Reg. Length: 180 DAYS

Reg. Time: 08:34:15 Expiry Date: MAY 06, 2015

Base Reg. #: 2770241 Control #: D2747913

Amount of Lien: \$1630.44 Surrender Date: OCT 29, 2014

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

Continued on Page 59

Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 59

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE

(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING (CALGARY)

7757 8 ST NE

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CALGARY AB T2E8A2

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1HTMMAAP15H695110 2005 INTERNATIONAL UNKNOWN

***** REPAIRERS LIEN ACT *****

Reg. Date: NOV 07, 2014 Reg. Length: 180 DAYS

Reg. Time: 08:36:18 Expiry Date: MAY 06, 2015

Base Reg. #: 2770331 Control #: D2747902

Amount of Lien: \$2841.86 Surrender Date: OCT 24, 2014

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.

1015 GREAT STREET

PRINCE GEORGE BC V2N 2K8

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVHAWCG57LW92667 2007 FREIGHTLINER ARGOSY
 Registering
 Party: PREMIUM TRUCK & TRAILER INC.
 1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIENACT *****

Reg. Date: NOV 07, 2014 Reg. Length: 180 DAYS
 Reg. Time: 15:57:01 Expiry Date: MAY 06, 2015
 Base Reg. #: 278556I Control #: D2749491
 Amount of Lien: \$1280.66 Surrender Date: OCT 29, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: PREMIUM TRUCK & TRAILER INC.
 1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 60

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=D0001 Base Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
 (Business) 2401 UNITED BOULEVARD
 COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVHAWCG83LL05104 2003 FREIGHTLINER
 Registering
 Party: PREMIUM TRUCK & TRAILER INC.
 1015 GREAT STREET
 PRINCE GEORGE BC V2N 2K8

***** REPAIRERS LIENACT *****

Reg. Date: NOV 19, 2014 Reg. Length: 180 DAYS
 Reg. Time: 11:29:56 Expiry Date: MAY 19, 2015
 Base Reg. #: 296333I Control #: D2767734
 Amount of Lien: \$3553.71 Surrender Date: NOV 17, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE
 (Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (B C) LTD
 2401 UNITED BLVD

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
 V0001 MV 1FVHAWCG83LL05104 2003 FREIGHTLINER TRACT
 ***** REPAIRERS LIENACT *****

Reg. Date: NOV 19, 2014 Reg. Length: 180 DAYS
 Reg. Time: 11:36:08 Expiry Date: MAY 19, 2015

Base Reg. #: 2963801 Control #: D2767786
 Amount of Lien: \$1933.34 Surrender Date: NOV 18, 2014
 This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 61

S0001 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP
 BOX 1240

VERNON BC V1T 6N6

S0002 Secured Party: KAL TIRE A CORPORATE PARTNERSHIP

1540 KALAMALKA LAKE ROAD

VERNON BC V1T 6V2

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE

(Business) 2401 UNITED BLVD.

COQUITLAM BC V3K5Y3

D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (B C) LTD

2401 UNITED BLVD

COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FUJAWCK67LX28327 2007 FREIGHTLINER UNKNOWN

***** REPAIRERS LIEN ACT *****

Reg. Date: NOV 20, 2014 Reg. Length: 180 DAYS

Reg. Time: 09:34:52 Expiry Date: MAY 19, 2015

Base Reg. #: 2987541 Control #: D2770208

Amount of Lien: \$28391.08 Surrender Date: OCT 31, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.

105 ADAMS ROAD

KELOWNA BC V1X 7R1

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD

(Business) 2401 UNITED BOULEVARD

COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#

V0001 MV 1FUYLSZBOYLB64798 2000 FREIGHTLINER

Registering

Party: CENTRAL VALLEY TRUCK SERVICES LTD.

105 ADAMS ROAD

KELOWNA BC V1X 7R1

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 62

***** REPAIRERS LIEN ACT *****

Reg. Date: DEC 04, 2014 Reg. Length: 180 DAYS

Reg. Time: 08:00:45 Expiry Date: JUN 02, 2015

Base Reg. #: 3242761 Control #: D2796440

Amount of Lien: \$6507.65 Surrender Date: NOV 13, 2014

This registration was selected and included for your protection
 because of close proximity to your search criteria.

Block#

S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD
KELOWNA BC V1X 7R1
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K 5Y3

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#
V0001 MV 1FUYSZB0YLB64798 FREIGHTLINER ARGO
Registering
Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD
KELOWNA BC V1X 7R1

***** REPAIRERS LIEN ACT *****
Reg. Date: DEC 10, 2014 Reg. Length: 180 DAYS
Reg. Time: 09:30:45 Expiry Date: JUN 08, 2015
Base Reg. #: 3351211 Control #: D2807521
Amount of Lien: \$1941.67 Surrender Date: NOV 19, 2014
This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#
S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD
KELOWNA BC V1X 7R1
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K 5Y3

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Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#
V0001 MV 1FUJAWCK67LX28327 2007 FREIGHTLINER
Registering
Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD
KELOWNA BC V1X 7R1

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 63
***** REPAIRERS LIEN ACT *****

Reg. Date: DEC 16, 2014 Reg. Length: 180 DAYS
Reg. Time: 14:15:14 Expiry Date: JUN 15, 2015
Base Reg. #: 3465521 Control #: D2819260
Amount of Lien: \$2545.78 Surrender Date: DEC 12, 2014
This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#
S0001 Secured Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4
=D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K5Y3

Vehicle Collateral:
Type Serial # Year Make/Model MH Reg.#
V0001 MV 4V47DBGH1WN733281 1998 VOLVO
Registering
Party: INLAND KENWORTH

5550 GORING STREET
BURNABY BC V5B 3A4

***** REPAIRERS LIENACT *****

Reg. Date: DEC 29, 2014 Reg. Length: 180 DAYS
Reg. Time: 11:21:57 Expiry Date: JUN 29, 2015
Base Reg. #: 3630801 Control #: D2836148
Amount of Lien: \$1250.51 Surrender Date: DEC 09, 2014
This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD

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KELOWNA BC V1X 7R1

=D0001 Base Debtor: WILLIAMS MOVING & STORAGE BC LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K 5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1HTMMAA905H691971 2005 INTERNATIONAL

Registering

Party: CENTRAL VALLEY TRUCK SERVICES LTD.
105 ADAMS ROAD
KELOWNA BC V1X 7R1

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Search Criteria: WILLIAMS MOVING AND STORAGE (BC) LTD. Page: 64

***** REPAIRERS LIENACT *****

Reg. Date: DEC 31, 2014 Reg. Length: 180 DAYS
Reg. Time: 13:31:03 Expiry Date: JUN 29, 2015
Base Reg. #: 3690031 Control #: D2842143
Amount of Lien: \$2857.38 Surrender Date: DEC 24, 2014
This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4
D0001 Base Debtor: WILLIAMS MOVING & STORAGE LTD
(Business) 2401 UNITED BOULEVARD
COQUITLAM BC V3K5Y3

=D0002 Bus. Debtor: WILLIAMS MOVING & STORAGE (BC) LTD
2401 UNITED BOULEVARD
COQUITLAM BC V3K5Y3

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1FUJAWCK67LX28327 2007 FREIGHTLINER ARGOSY

Registering

Party: INLAND KENWORTH
5550 GORING STREET
BURNABY BC V5B 3A4

***** REPAIRERS LIENACT *****

Reg. Date: JAN 07, 2015 Reg. Length: 180 DAYS

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Reg. Time: 15:30:33 Expiry Date: JUL 06, 2015
Base Reg. #: 3786031 Control #: D2851932

