

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

B E T W E E N:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, C. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF  
DEL EQUIPMENT INC.

Applicant

---

**RESPONDING MOTION RECORD OF THE RESPONDING PARTY  
GIN-COR INDUSTRIES INC.  
*Returnable May 5, 2020***

---

May 1, 2020

**KAGAN SHASTRI LLP**  
Lawyers  
188 Avenue Road  
Toronto ON M5R 2J1

**Rahul Shastri** (33475V)  
P. (416) 368-2100 ext. 223  
F. (416) 324-4200  
E. [rshastri@ksllp.ca](mailto:rshastri@ksllp.ca)

**David Winer** (39330D)  
P. (416) 368-2100 ext. 225  
F. (416) 324-4202  
E. [dwiner@ksllp.ca](mailto:dwiner@ksllp.ca)

Lawyers for the Respondent,  
Gin-Cor Industries Inc.

TO: **GOODMANDS LLP**  
Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto ON M5H 2S7

Jason Wadden (46757M)  
Chris Armstrong (55148B)  
Andrew Harmes (73221A)

P. (414) 979-2211  
F. (416) 979-1234

Lawyers for the Applicant

# INDEX

## INDEX

1. Affidavit of Renzo Silveri
  - A Exhibit "A" - Statement of Accounts' Receivable as at October 22, 2019
  - B Exhibit "B" - Term Sheet dated April 11, 2017
  - C Exhibit "C" - Shareholders' Agreement dated April 30, 2018
  - D Exhibit "D" -Full and Final Release
  - E Exhibit "E" -Sublease
  - F Exhibit "F" -Statement of Accounts' Receivable as at August 28, 2019
  - G Exhibit "G" -GCI Operating Account Transactions History
  - H Exhibit "H" -Letter to counsel with email
  - I Exhibit "I" -GCI Operating Loan Account Transaction History
  - J Exhibit "J" -Spreadsheet showing Cumulative Cash Position
  - K Exhibit "K" -Option Agreement
2. Preservation Order dated October 22, 2019
3. Consent Order dated November 5, 2019
4. Exhibit 1 to the Cross-Examination of Doug Lucky
5. Exhibit 2 to the Cross-Examination of Doug Lucky
6. Exhibit 3 to the Cross-Examination of Doug Lucky
7. Exhibit 4 to the Cross-Examination of Doug Lucky
8. Exhibit A to the Cross-Examination of Doug Lucky
9. Exhibit B to the Cross-Examination of Doug Lucky

# TAB 1

Court File No. CV-19-629552-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BETWEEN:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c.C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF  
DEL EQUIPMENT INC.

**AFFIDAVIT OF RENZO SILVERI**

I, **RENZO SILVERI**, of the City of North Bay, Ontario, make oath and say as follows:

1. I am the Chief Operating Officer of Gin-Cor Industries Inc. ("GCI"). Unless otherwise stated herein, I have personal knowledge of the matters to which I hereinafter depose. Where I have relied on information from others in making this affidavit, I have specified the source of such information and, in each such case, I verily believe such information to be true.

**Nature of Motion and Purpose of Affidavit**

2. The Applicant sought and obtained an Order, without notice, on October 22, 2019, requiring GCI, to pay to the Monitor, MNP Ltd., the sum of \$874,107.78 (the "Mack Payment"), pursuant to Rule 45.02 of the *Rules of Civil Procedure*.<sup>1</sup>

<sup>1</sup> The Mack Payment was received in two (2) separate payments in the sums of \$62,402.33 on August 29, 2019 and \$811,669.75 on September 5, 2019.

3. This Affidavit is sworn in response to the initial *ex parte* motion and in support of a request that the Order of Justice Hainey be set aside, varied or otherwise suspended, or alternatively to explain why GCI has not and cannot comply with the provisions of the said Order.<sup>2-3</sup>

4. After the Mack Payment was received and prior to the receipt of any demand, the Mack Payment was immediately commingled and then disbursed to pay pre-existing, arms-length, third party creditors in the ordinary course of GCI's business.

5. It is, therefore, not possible for GCI to comply with the provisions of the Order as the "*specific fund*" to which the Order is directed no longer exists.

6. I have reviewed the Affidavit of Douglas Lucky sworn October 20, 2019 (the "Lucky Affidavit")<sup>4</sup>, which was relied upon in support of the rule 45.02 motion. I disagree with much of the contents of the same. I will address certain portions of the Lucky Affidavit. My failure to address each passage of the Lucky Affidavit should not be construed that GCI agrees with the same.

---

<sup>2</sup> ¶6 of the Order of Hainey J. was made specifically without prejudice to any argument that Gin-Cor may wish to make on a motion to vary or set aside that Order.

<sup>3</sup> ¶7 of the Order of Hainey J. provides that Gin-Cor may bring a Motion to vary or set aside that Order on seven (7) days' notice, providing any such motion is brought no later than November 14, 2019.

<sup>4</sup> CCAA Application Record at tab 4.

## Background

### GCI's and the GinCor Group's Business

7. GCI operates in the same field, competitively, with DEL Equipment Inc. ("DEL").
8. GCI has approximately seventy (70) employees through its facilities in Mattawa, Kingston and Carleton Place.
9. The complete GinCor group of companies consists of GCI, Durabody Industries, JC Trailers, GinCor Trailer Werx and 210 Harry Walker Parkway. Said group will be hereinafter referred to as the "GinCor Group".
10. The GinCor Group employs approximately 270 full-time employees.

### Amounts Outstanding from DEL to the GinCor Group

11. After the application of the Mack Payment, DEL still owes the GinCor Group the sum of \$650,620.07. Attached hereto as Exhibit "A" is a current statement (exclusive of interest) of amounts outstanding from DEL to GinCor Group.

12. This represents approximately 26% of the GinCor Group's monthly revenue and approximately 11% of its outstanding accounts' receivables. The failure and now refusal of DEL to make payment of the \$650,620.07 continues to negatively impact on the GinCor Group's cash flow and business operations.



### The DEL/GCI Transaction

13. Various entities, including GCI and Diesel Equipment Limited (“DIESEL”)<sup>5</sup> entered into a term sheet on April 11, 2017 for the operation of DEL. One of the primary objectives of this relationship was to “turn around the operations of DEL so that it would become a profitable, sustainable organization that would have a successful future”. Despite Mr. Lucky’s evidence that DEL had a breakeven EBITDA in June 2017<sup>6</sup>, DEL was failing and this transaction was a last gasp effort to try to save its business as then constituted. Attached hereto as Exhibit “B” is a copy of the April 11, 2017 term sheet.

14. DEL’s position was further comprised by obsolete inventory it had carried on its balance sheet, prior to GCI’s involvement.<sup>7</sup>

15. Following further negotiations, a shareholders’ agreement was entered into on or about April 30, 2018 which turned over operational control of DEL to GCI<sup>8</sup>. Attached hereto as Exhibit “C” is a copy of the shareholders’ agreement.

### Termination of DEL/GCI Transaction

16. The relationship did not fare well and eventually GCI was displaced from operational management and control.

<sup>5</sup> Identified as DEL’s 100% shareholder and DEL’s secured creditor in ¶16 and ¶43 of the Lucky Affidavit.

<sup>6</sup> ¶6 of the Lucky Affidavit.

<sup>7</sup> Exhibit “A” to the Lucky Affidavit at note 7.

<sup>8</sup> Through a related entity, GCD Holdings (2017) Limited.

17. Subsequently, the parties to the shareholders' agreement entered into a Full and Final Mutual Release which released all matters as between them save and except trade debts for services provided in the ordinary course of business. This included amounts outstanding from DEL to the GinCor Group for goods purchased by DEL from the GinCor Group, as well as rents outstanding from DEL. Attached hereto as Exhibit "D" is a copy of the Full and Final Release.

#### DEL Rental Arrears

18. GGI, as tenant, entered into a lease with Tilzen Holdings Limited for the lease of the space known municipally as 210 Harry Walker Parkway North, Newmarket, Ontario (the "Leased Premises"). GGI assigned its rights under the lease to 210 Harry Walker Holdings Inc. The assignee, 210 Harry Walker Holdings Inc. then entered into a sublease with DEL. Attached hereto as Exhibit "E" is a copy of the unexecuted sublease between GGI and 210 Harry Walker Holdings Inc.

19. Consistent with paragraph 26 of Mr. Lucky's affidavit, I agree that the parties have been conducting themselves in conformity with the draft unexecuted sublease lease. The material terms of such sub-lease are:

- a. Term: 10 years commencing December 1, 2017 through to November 30, 2027 (Article I);
- b. Basic Rents<sup>9</sup> (s3.1 and Schedule "A"):
 

i.	May 1, 2018 - March 31, 2019	\$61,571/month
----	------------------------------	----------------

---

<sup>9</sup> Based on the percentage of space of the building utilized by DEL and not 50% as set out in ¶26 of the Lucky Affidavit.

ii.	April 1 – June 30, 2019	\$53,773/month
iii.	July 1, 2019 – November 30, 2020	\$46,172/month
iv.	December 1, 2020 – November 30, 2023	\$48,076/month
v.	December 1, 2023 – November 30, 2027	\$49,979/month

- c. Additional Rents – proportionate share of taxes, utilities, insurance and operating costs (s3.2).

20. As the Applicant has conceded<sup>10</sup> DEL has not paid rents for July, August and September, 2019 to the GinCor Group (specifically 210 Harry Walker Holdings Inc.). Additionally, the October 2019 rent is also owing.

21. As of October 22, 2019, DEL was indebted to the GinCor Group (or its related company, 210 Harry Walker Holdings Inc.) for the rents totalling \$412,693.

22. Further and despite the CCAA Order, DEL has short paid basic rents for the period from and after October 23, 2019 through to November 15, 2019 in the amount of \$7,345.00

23. Beyond the rental arrears, DEL owes the GinCor Group a further \$237,927.36 for net trade payables (see Exhibit "A").

24. Prior to the receipt of the Mack Payment, DEL was also owed the following sums to various companies within the Gin-Cor Group:

25. Immediately prior to the receipt of the Mack Payment, DEL owed the GinCor Group \$1,296,206. Attached as Exhibit "F" is a statement summarizing the accounts' receivables owed by DEL to the GinCor Group.

<sup>10</sup> 2019 Affidavit of Douglas Lucky.

26. Following the parties having entered into a settlement agreement, both I and Luc Stang, GinCor Group's President, made attempts to engage Paul Martin, DIESEL's and DEL's principal, in order to resolve the outstanding payment issue. Despite our efforts could not obtain payment from DEL.

27. Since by this point DIESEL had acquired the Bank of Montreal's security package, it now seems clear that what it was doing was dragging matters out so that DEL would file for creditor protection with the likely result that GinCor Groups' outstanding receivables would never be paid.

#### **GinCor Group's Pre-existing Relationship with Mack Defence**

28. Independent of the DEL/GCI Transaction (see ¶13-15 above) the GinCor Group had a pre-existing supply relationship with Mack Defence LLC ("Mack Defence").

#### **Mack Defence's Request for Payment Instructions from the GinCor Group**

29. Contrary to ¶162(d) of the Lucky Affidavit, Gin-Cor did not direct Mack Defence to make a payment to it of the Mack Payment.

30. In April 2019, at Mack Defence's request, Anne-Marie Tremblay of GCI filled-in Mack Defence's payment form. At the time Mack Defence owed GCI money for its invoice 53998. <sup>11</sup>

---

<sup>11</sup> Exhibit "C" to the Lucky Affidavit.

31. Ms. Tremblay was not asked to and did not provide payment instructions with respect to invoices issued and rendered by DEL<sup>12</sup>

32. GCI did receive the sum of \$874,107.08 from Mack Defense. I deny, however, that Mack Defence wired such funds based on the payment information provided by the GinCor representative.

### **The Mack Payment**

33. The Mack Payment was received in two (2) tranches: \$62,402.33 on August 29, 2019 and \$811,669.75 on September 5, 2019.

34. It was retained by GCI and properly credited to pre-existing and legitimate debts owing by DEL to the GinCor Group.

35. Other than a vague reference to "various business disputes"<sup>13</sup> between DEL and GCI, DEL does not take issue with the fact or quantum of the receivables which are owing by it to GinCor Group.

36. As noted in the Account Receivable Schedule (Exhibit "A") the GinCor Group has credited the Mack Payment against DEL's receivables, thereby reducing DEL's receivables by \$874,072.08. Despite that credit, DEL still owes the GinCor Group \$50,620.07 (exclusive of interest).

<sup>12</sup> It is also noteworthy that as at April 2019, no invoices for the Mack Payment had been issued by DEL until June 6, 2019. See ¶61 of the Lucky Affidavit.

<sup>13</sup> ¶ 26 of the Lucky Affidavit.

37. I disagree with ¶162(g) to the Lucky Affidavit, where Mr. Lucky states, in part, that:

...Gin-Cor has taken the position that it is entitled to retain the payment amount wrongfully received from Mack Defense in order to set -off the Payment Amount against obligations of DEL to Gin-Cor, or to unilaterally retain the Payment amount as collateral for the alleged obligations owed by DEL to Gin-Cor.

38. I further disagree that the Mack Payment was “wrongfully received” by GCI. GCI innocently received such funds from Mack Defense.

39. The Mack Payment was wired by Mack Defense to GCI’s current account at TD Bank, without its prior knowledge or request.

40. When the first initial payment of \$62,402.33 was received, I was not notified as the payment was relatively modest.

41. When GCI received the subsequent payment of \$811,669.75 on September 5, 2019, I was notified of its receipt by GCI’s CFO Paul LaFontaine. As I was out of province when these funds arrived, it was not until or about September 12, 2019 that I made inquiries of our bank as to the legitimacy of the wire transfer.

42. I corresponded with Mr. Lucky and spoke with Mack Defence’s representatives Brian Happel and/or Terry Grubbe, shortly after September 12.

43. DEL has not disputed that DEL is indebted to the GinCor Group. It has made demand on Mack Defence for Mack Defence to re-issue payment to it. Mack Defence has taken the position that it was not going to re-issue another cheque and that if DEL

intended to sue Mack Defense it could only do so in Pennsylvania, USA. This position was later reflected in the letter from Mack Defense's lawyers.<sup>14</sup>

44. On September 13, 2019 I emailed Doug Lucky and told him, in part:

...As discussed between Paul M. and Luc approximately \$1,000,000 is owing from Del to the GinCor Group on account of trade receivables. Based on the funds received from Del we will require an allocation for the specific invoices that you would like to have the deposit applied, alternatively we can discuss how a portion of the trade accounts can be secured by the GinCor Group for future payment by Del.<sup>15</sup>

45. By way of context on that last point, GCI was increasingly concerned about DEL's sustainability. GCI wanted to ensure that the GinCor Group if it extended any further credit to DEL that it would be secured.

46. On September 16, 2019, Doug Lucky sent me an email stating in part:

I have been puzzling with Paul over your last email trying to figure out what the devil you are talking about in "par d" knowing that Del had not made any recent payments to you. Then it hit us. You are talking about the \$867k that DEL's customer Mack Defense sent to you by mistake. This is Mack's money, not DEL's, so we expect that you will be returning it.<sup>16</sup>

47. I subsequently sent two (2) further emails to Mr. Lucky by email on September 17 and 18, 2019.<sup>17</sup>

---

<sup>14</sup> Exhibit "11" to the Lucky Affidavit.

<sup>15</sup> Exhibit "F" to the Lucy Affidavit (p.200).

<sup>16</sup> *Id.*, at p.199.

<sup>17</sup> *Id.*, at p.198-199.

48. Following my email exchanges with Mr. Lucky I am advised by Luc Stang that he attempted to resolve the matter of the GinCor Group's receivables and the Mack Payment with DEL's CEO (Paul Martin) on October 9, 2019. No resolution was arrived. Following that meeting Gin-Cor received a demand letter from DEL's counsel on October 10, 2019.<sup>18</sup>

**Mack Payment was Immediately Commingled and Disbursed**

49. Well prior to October 10, 2019, the \$874,107.78 received from Mack Defence had been commingled into GCI's operating account and used to pay out other of its normal operating expenses. The funds were never segregated.

50. A copy of the partially redacted account statement, for GCI's operating account for the period August 28 to October 24, 2019, is attached hereto as Exhibit "G". The notation BCRS is a reference to GCI's operating line.

51. This transaction history was sent to counsel for DEL and the Monitor under cover of a letter from our counsel dated October 29, 2019. Attached hereto as Exhibit "H" is a copy of that letter, together with the covering email.

52. Attached hereto as Exhibit "I" is a copy of the transaction history for GCI's operating loan account for the period August 31 - October 31, 2019 which shows advances and repayments.

---

<sup>18</sup> Exhibit "G" to the Lucky Affidavit.



53. Attached hereto as Exhibit "J" is a spreadsheet showing the cumulative cash position of GCI (combining the operating account and operating loan balances) for the period August 29 - October 24, 2019.

54. The spreadsheet discloses the following:
- a. August 28, 2019 being the date the first of the Mack Payment was received, GCI's cash was \$(2,690,024);
  - b. September 5, 2019, being the date the second of the Mack Payments was received, GCI's cash position was \$(1,166,919);
  - c. September 16, 2019, being the date Doug Lucky advised that GCI should return the Mack Payment to Mack Defence, GCI's cash position was \$(1,761,710);
  - d. October 10, 2019, being the date of Goodmans' demand letter, GCI's cash position was \$(526,898); and
  - e. October 23, 2019, being the date of Justice Hainey's Order, GCI's cash position was \$(354,733)

55. Between August 28 and October 22, 2019, GCI has had the following grouped operating expenses:

- a. Payroll of \$834,735.44; and
- b. Trade payables to arms-length third party suppliers of \$4,243,817.25.

56. From the period August 28 to October 22, 2019, there were over 500 hundred transactions through GCI's operating account (which, although a heavy volume, is typical). Receipts and disbursements each exceeded \$10,000,000, during this period, which again is typical. Given the volume and the nature of the transactions, it is not

possible to identify a specific fund from the Mack Payment. Moreover, as referenced above, the Mack Payments have been disbursed and are no longer available.

#### **Prejudicial Actions taken by DEL post filing**

57. Reviewing paragraphs 23 and 24 of the Lucky Affidavit, it appears that DEL has already completed the sale of the hydraulics' business including certain manufacturing equipment to an entity related to DIESEL (i.e. Del Hydraulics, Inc.) for the sum of \$588,721. That sale price is substantially below what ought to have been received for that hydraulics business.

58. Attached hereto is an Option Agreement pursuant to which CGD Holdings (2017) Limited<sup>19</sup> was granted a right to acquire the shares of Del Hydraulics, Inc. The exercise price of this option was formulaic and I estimate that it was between \$3,000,000 - \$4,000,000.

59. The majority of the manufacturing and intellectual property undertaken and used by Del Hydraulics, Inc. was undertaken by DEL at its operations at 210 Harry Walker Parkway, Newmarket, Ontario. DEL Hydraulics, Inc. then sold the manufactured goods into the U.S. marketplace from its operations in Buffalo, New York after acquiring them on favourable transfer pricing terms from DEL.

---

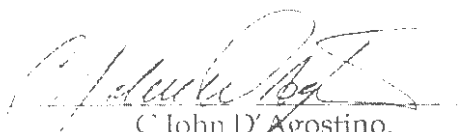
<sup>19</sup> A related company to GCI and the GinCor company which was party to the shareholders' agreement (§ 13 - 15 above)

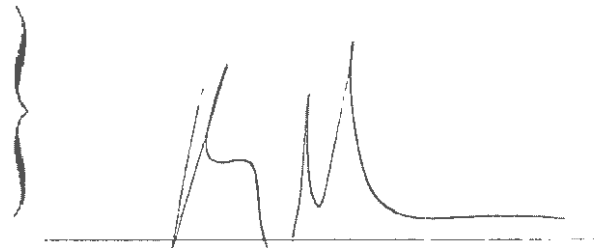
60. The actual value of DEL Hydraulics Inc.'s business was in the equipment and intellectual property previously owned by DEL.

61. By stripping these assets out of DEL and selling them to Del Hydraulics, Inc., at such a low value it is my view that the creditors of DEL have been prejudiced.

62. I make this Affidavit in response to DEL's motion for a preservation Order and GCI's motion to set aside, vary or otherwise suspend the *ex parte* Order, and for no improper purpose.

SWORN BEFORE ME at the City of North Bay, in the Province of Ontario on November 3, 2019

  
C John D'Agostino,  
Commissioner for Oaths, etc.

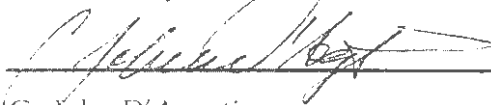


RENZO SILVERI

John D'Agostino  
John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
210 Wisner Street, North Bay, ON, P1B 2C8  
LSUC No. 352130

**TAB A**

Exhibit "A" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
2850 Fisher Street, North Bay, ON, P1B 2C8  
LSUC No. 33213Q

**Gincor Werx - Del Equipment Inc. - Summary of Accounts Receivable**  
**As at 2019-10-22**

<b>GCI Books</b>	<b>Del</b>
Accounts Receivable	814,303.97
Payment Received from Mack Defense	- 874,072.08
<b>Net amount owing</b>	<b>- 59,768.11</b>
<b>DIL Books</b>	<b>Del</b>
Accounts Receivable	567,807.81
<b>JCT Books</b>	<b>Del</b>
Accounts Receivable	50,208.17
<b>210 HW Books</b>	<b>Del</b>
Accounts Receivable	412,692.71
<b>DBIL</b>	<b>Del</b>
Accounts Receivable	20,965.48
<b>Gincor Werx (All Companies above)</b>	<b>Del</b>
<b>Net Accounts Receivables Owing from Del</b>	<b>991,906.06</b>

<b>Breakdown of Net Amounts Owing from Del</b>	<b>Del</b>
Rent - 210 HWP Newmarket	412,692.71
Trade Receivables	579,213.35
Trade Payables -	341,285.99
	<u>650,620.07</u>

**TAB B**

Exhibit "B" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
450 Fisher Street, North Bay, ON, P1B 2C6  
L.SUC No. 332130



**Gin-Cor and Diequip Partnership re DEL  
Proposed Term Sheet  
April 3, 2017, revised April 11, 2017**

**Partnership<sup>1</sup>:**

“Partnership” refers to the agreement between Gin-Cor Industries Inc. and Diequip Limited in relation to the ownership and operation of Del Equipment Limited.

**Partnership Objectives and Financing Arrangements:**

1. Turn around the operations of DEL to become a profitable, sustainable organization that will have a successful future.
2. Maintain the long successful legacy of DEL in as many locations as possible based on a profitable and sustainable business model.
3. Repay significant portions of related party loans that have been advanced to DEL in the last few years.
4. Release the current principals from the obligations related to both the Bank debt and those to the OEM’s. There will need to be an undertaking between Gin-Cor and DEL Group of companies concerning the release of other companies from the “joint and several” commitments in the event that they enter into their own banking arrangements (e.g. Unicell seeks to obtain financing independent of DEL). The parties hereto understand that GinCor will not be required to satisfy the prior commitments of the released principal parties.
5. At the point where Sky owns 51% (and has responsibility for banking), there will need to be an undertaking between Gin-Cor and the DEL Group of companies concerning the release of companies beyond DEL from the “joint and several” commitments.
6. The OEM pool agreements require consent to “assign or delegate” the pool agreements. With advice from counsel, there may only be a need to inform the OEM’s of the partnership arrangements. The related financing (e.g. RBC) have a clause indicating their consent is required prior to the “sale, transfer, redemption or any other disposition” of shares – so their consent will be required prior to the closing. In any event, there needs to be open communication with the OEM’s as a part of regular business conduct when the Partnership is initiated.
7. Current BMO Financial (“BMo”) reporting requirements demand information at “DEL Group” level from all operating companies. In order to respect confidentiality for Unicell and Diesel Equipment Limited (the real estate company – hereinafter “Diesel”), primary banking relationships will be transferred to Diesel, or similar structuring. Following the transaction, Diesel will freeze the existing intercompany accounts and implement a tracking mechanism of each company’s share (including

---

<sup>1</sup> In this document:

The “DEL Group” of companies consists of the following corporate entities: “Diesel Equipment Limited” is referred to as “Diesel”; “Unicell” includes both Unicell Canada Ltd. and Uncell Body Inc.; “Diequip” is Diequip Limited, a subsidiary of Diesel Equipment Limited; Diequip owns the common shares of Del Equipment Limited, the upfitting company referred to in this document as “DEL”; Del Hydraulics, Inc. or “DHI” is owned by Holt Industries, Inc., which in turn is owned by Diequip. “Partnership” refers to the agreement between Gin-Cor Industries Inc. (hereinafter “Gin-Cor”) and Diequip in relation to the ownership of Del Equipment Limited.

**Gin-Cor and Diequip Partnership re DEL  
Proposed Term Sheet  
April 3, 2017, revised April 11, 2017**

DEL) of their portion of the bank loan balance thereafter. Similarly, covenant calculations will be completed and tracked by each company participating in the loan facility, monthly. Reporting to BMo will be completed by Diesel or such company that is structured to be the holder of the lending relationship with BMo. (Note that virtually all of the mechanics are in place to complete this work -- the work and relationships need to be transferred from DEL to Diesel or such company that is structured to be the holder of the lending relationship with BMo).

8. BMo Loan agreement requires communication concerning this transaction (any issuance or transfer of shares). DEL intends to communicate Terms Sheet with BMo once executed, likely in a meeting that would include an introduction of Gin-Cor.

**Transaction Steps:**

1. GinCor acquires the following DEL shares from Diequip for nominal consideration (e.g. \$2):
- a. 40% of all issued and outstanding shares. The common shares issued to both GinCor and Diequip will have all the same terms and rights.
  - b. 11% of all issued and outstanding shares upon achieving predefined targets:
    - a. 3% EBITDA for a rolling 12 month period. EBITDA will need to be defined as EBITDA of the Partnership (i.e. DEL only), normalized for any one-time and restructuring expenses.
    - b. Assuming responsibility for banking facilities
2. Gin-Cor will be allowed to purchase all the remaining shares of DEL from the respective shareholders for nominal consideration once the conditions of 1(b) above have been met, as follows:

a. 10% of all shares after the paying down related party loans by	\$2,500,000
b. 10% of all shares after the paying down related party loans by	\$2,500,000
c. 10% of all shares after the paying down related party loans by	\$2,000,000
d. 10% of all shares after the paying down related party loans by	\$2,000,000
e. 9% of all shares after the paying down related party loans by	\$2,000,000
<b>Total Payments:</b>	<b>\$ <u>11,000,000</u></b>

- i. For greater certainty, upon the payment of all the above noted amounts, all the classes of shares issued and outstanding of Del will be owned by GinCor.



**Gin-Cor and Diequip Partnership re DEL  
Proposed Term Sheet  
April 3, 2017, revised April 11, 2017**

The tax treatment of the current Preferred and Special Shares<sup>2</sup> will require tax advice from Grant Thornton. To the extent that more favourable treatment for the Diesel shareholders can be achieved through an alternate structure, those alternate structures will be pursued by the Partnership participants.

- ii. GinCor will be provided an Option to acquire the remainder of all the outstanding shares at any time before June 30, 2020 at a price equivalent to the unpaid portion of the Related Party loans noted above.
  - iii. Del will be required to pay a Management Fee to Diequip starting on or about January 1, 2020, calculated on the EBITDA earned by Del subsequent to that date multiplied by the percentage of share ownership held by Diequip for each period. The Management Fee will be accrued and paid equally over the 2 years immediately subsequent to the Related Party loans being fully retired. Notwithstanding the requirements of this subsection, no Management Fee will be accrued if GinCor exercises the Option detailed in 2(ii) above.
  - iv. If cash is required by DEL to affect the continuing turnaround, cash will be injected on the basis of the then-existing share ownership ("Cash Injection Loan"). Any Cash Injection Loan will be treated as a repayable shareholder loan. Such loan will be subordinate to the BMO or other banking facility while ranking in priority to other indebtedness with companies in the DEL Group and the long term debt corresponding to the Special Shares. A Cash Injection Loan is exclusive of any other funding obligations exclusive to Gin-Cor as set out in this Term Sheet such as funding the Toronto relocation.
  - v. Del will pay for the relocation of the Toronto operation (i.e. moving costs including physical furniture and equipment moving, recruiting relocation severance, etc.) to a total maximum cap of \$1,000,000 for the employee severance liability. Diequip will be responsible for any costs that are in excess of the previously detailed maximum cap for employee severance costs. Any capital equipment purchases (e.g. building or equipment) required for the Toronto relocation will be funded by Gin-Cor.
  - vi. The timeline to complete the payments shown in 2.a. to 2.e. above will be completed within eight years of the closing (i.e. on or before May 31, 2025). Any balances outstanding after that date will be converted to an interest bearing loan assumed by and payable by Gin-Cor at the RBC prime rate +6%, calculated monthly and paid annually.
- 3. Make up of Board of Directors**
- a. While Banking arrangements are status quo:
    - i. Equal representation on Board between both Diesel and Gin-Cor (John B. and/or Darl R. are also part of the Gin-Cor Board team). Paul Martin (or his designate) will have the casting vote.
    - ii. The Board will meet quarterly or as required for special situations.
    - iii. Quarterly financial information will be supplied to the Board.

---

<sup>2</sup> Preferred shares refer to the *Preferred Shares of Diesel Equipment Limited*, and Special Shares refer to the *Special Shares of Diequip limited*

**Gin-Cor and Diequip Partnership re DEL  
Proposed Term Sheet  
April 3, 2017, revised April 11, 2017**

- iv. The Board's primary role will be to ensure that financial covenants and undertakings are met (e.g. bank covenants, pool arrangements, etc.), establishing and approving strategic direction, approval of the annual budget and a review of operating performance.
  - v. The Board will manage the Partnership balance sheet including the review and approval of any reserves or allowances that involve management discretion under GAAP such as inventory obsolescence reserves, allowance for doubtful accounts.
  - vi. Monthly financial reports will be provided to Paul Martin in a timely manner.
  - b. when Banking Arrangements become Gin-Cor's responsibility and 1(b) above is achieved:
    - i. Gin-Cor will have the casting vote.
- 4. Gin-Cor will be granted Operational Control on closing but will lose the same in the following scenarios:**
- i. Bank Covenants that have been breached and not cured and/or waived within 120 days of being notified.
  - ii. Total Bank Debt exceeds amounts agreed to by the parties and is not cured within 120 days of being notified.
  - iii. Terms of the Unicell Agreement are breached and are not cured within 120 days of being notified.
  - iv. 3% EBITDA not reached for a period within the 36 months after Close.
- a. If DEL needs to finance a major customer order for some number of months and this creates bulge borrowing requirements, either that will be accommodated with current banking arrangements, or new third party financing will be arranged by DEL for that circumstance.
  - b. In the event that Gin-Cor loses operational control as a result of the circumstances outlined above, operational control will revert to Paul Martin. Gin-Cor's 40% equity interest will be acquired from Gin-Cor based on fair market value which will be calculated as 4.7 times average weighted normalized EBITDA (average being 3x most recent year plus 2x prior year plus 1x prior year divided by 6), less all interest-bearing debt.
  - c. In the event that the drag on bank covenants is the result of actions from a related DEL Group company, Gin-Cor will be permitted to accelerate Transaction Step 1.b. and arrange independent financing, irrespective of reaching the 3% EBITDA target.
  - d. Gin-Cor will be provided a twelve (12) month grace period to meet banking covenants on a stand-alone basis.
- 5. Tax losses need to be determined and plans implemented to ensure they will not be forfeited**
- a. GT will need to provide tax advice with respect to the Preferred and Special Shares and appropriate tax treatment.
  - b. Diesel has plans to utilize tax losses to offset the real estate gain. An appropriate tax plan will be prepared by GT.
  - c. Any tax losses not utilized by Diesel will be retained by DEL.
- 6. Parties will enter into a Shareholder Agreement with agreed provisions on the operations and exit**
- a. Diequip will draft the initial version of the Shareholder Agreement and related documentation, including normal shareholder agreement provisions for tag and drag along rights, etc.

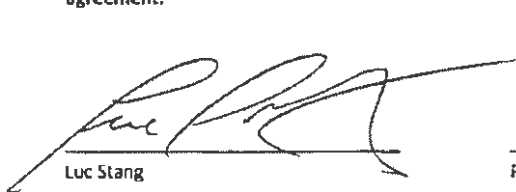
**Gin-Cor and Diequip Partnership re DEL  
Proposed Term Sheet  
April 3, 2017, revised April 11, 2017**

- 7. Effective upon signing the Letter of Intent, Gin-Cor will enter a period of Due Diligence until the execution of the PSA or Shareholder Agreement**
- a. Due diligence will be focused on the following areas:
    - i. Meetings with the Senior Leadership Team including the National Support Centre and branch managers and select senior sales people.
    - ii. Meeting with Roger Martin and Hugh Martin.
    - iii. Review of banking agreement, OEM agreements and related financing agreements
  - b. Timing of due diligence and related communications will be jointly developed following execution of this Term Sheet.
  - c. Substantial completion of due diligence associated with the following items will be completed within three weeks of signing this Term Sheet:
    - i. OEM pool stock agreement review;
    - ii. DEL : Unicell distribution agreement;
    - iii. Union matters (Unifor in Toronto and Teamsters in Regina); and
    - iv. Pension obligations, albeit these are to be transferred to Diesel.
- 8. Proposed Closing Date on or about May 31, 2017.**
- a. How do we retain key people through the transaction (i.e. to May 31, and 3 months beyond?)
  - b. DEL will start working with Jesse following execution of the Term Sheet to establish the Toronto branch operating model and related considerations. This involvement needs to be appropriately communicated with key managers in Toronto.
- 9. Other issues**
- a. Paul's 'deal' through the transition period is proposed as follows:
    - i. \$150k for 4 days per week, with 8 weeks holiday for balance of 2017
    - ii. \$100k for 3 days per week and 10 weeks holiday per year, until 51% ownership by Gin-Cor is achieved
    - iii. Reasonable telephone, travel and other business expense reimbursement
    - iv. Arrangements following 51% ownership stake by Gin-Cor to be negotiated at that time.
  - b. Internal and external messaging concerning the transaction will need to be jointly prepared and agreed to. The concept that has been discussed might include "DEL, operated by Gin-Cor" – i.e. DEL brand, products, people, etc. working with Gin-Cor management and operating practices. As an aligned thought, there may need to be highly visible Day 1 activities that highlight the change in management practices.
  - c. Joint communications with key suppliers will be planned by senior Partnership people for implementation closer to the Closing Date.
  - d. Pension plan obligations will stay with Diesel. There is likely a requirement to describe the mechanics of splitting plans (if desired) and related undertakings.
  - e. In the event that Diesel cannot satisfy BMO's needs for security without a Gin-Cor guarantee, there may need, on a mutually agreeable basis to be an acceleration of 1.b. to put Gin-Cor in a position of 51% ownership.

Gin-Cor and Diequip Partnership re DEL  
Proposed Term Sheet  
April 3, 2017, revised April 11, 2017

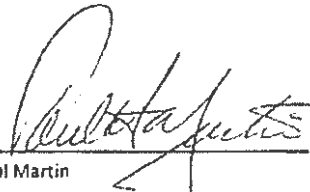
- f. Following joint execution of Term Sheet, key DEL managers need to be brought into the communications loop. The parties will acknowledge and agree on the appropriate time to schedule the same post execution of the term sheet.
  - g. Need some level of clarification concerning current lease arrangements, such as current leases open for renegotiation with 5 year terms when Gin-Cor reaches 51% ownership position.
  - h. Gin-Cor will be provided an option to acquire any existing DEL operating location (Toronto excluded) at the value established in May, 2017 by an accredited real estate appraiser of Diequip's choice, until May 31, 2020. Additionally, Gin-Cor will be given a 7 day first right of refusal right to match, in the event of a third party offer for any DEL location.
10. The Del Hydraulics Inc. share purchase will be completed based on a multiple of earnings approach, as follows:
- a. Preference is still to complete DHI transaction on closing of this transaction (i.e. May 31, 2017).
  - b. Failing that, revert to recent proposal (option to close May 31, 2018), which would require a significant non-refundable deposit (e.g. \$300k) on signing of the Shareholder Agreement (May 31, 2017) and an agreement not to alter any operational matters relating to DHI during the interim period.

If the items described in this Term Sheet are acceptable, please indicate so by signing below prior to Tuesday, April 11, 2017. Following execution of the Term Sheet, initial meetings will be conducted as described herein, and respective counsel will be instructed to begin documentation of a mutually satisfactory Shareholder Agreement and related documentation. The Parties acknowledge that the contents of this Term Sheet represent the parties' intent but does not represent a legally binding agreement.



Luc Stang  
President & C.E.O.  
Gin-Cor Industries Inc.

April 11, 2017  
Date



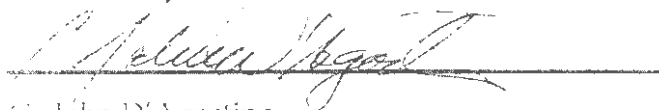
Paul Martin  
President  
Del Equipment Limited

April 11, 2017  
Date



**TAB C**

Exhibit "C" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
255C Fisher Street, North Bay, ON, P1B 2C8  
LSUC No. 33213Q



### Shareholders' Agreement

THIS AGREEMENT made enforceable and effective as of the 30<sup>th</sup> day of April 2018.

AMONG:

**DEL EQUIPMENT LIMITED**, a corporation incorporated under the laws of the Province of Ontario and having its head office at TORONTO,

(hereinafter referred to as "DEL")

OF THE FIRST PART,

-- and --

**GCD HOLDINGS (2017) LIMITED**, a corporation incorporated under the laws of the Province of Ontario and having its head office in the Town of Callander, in the Province of Ontario,

(hereinafter referred to as "GCD"),

OF THE SECOND PART,

-- and --

**PAUL H. MARTIN**, an individual residing in the City of Toronto in the Province of Ontario,

(hereinafter referred to as "MARTIN"),

OF THE THIRD PART,

-- and --

**LUC STANG**, an individual residing in the Municipality of Callander, in the Province of Ontario,

(hereinafter referred to as "STANG"),

OF THE FOURTH PART,

-- and --

**STANG HOLDINGS INC.**, a corporation incorporated under the laws of the Province of Ontario and having its head office at CALLANDER,

(hereinafter referred to as "STANG INC.")

OF THE FIFTH PART

-- and --

**DEL EQUIPMENT INC.**, a corporation incorporated under the laws of the Province of Ontario and having its head office at Toronto,

(hereinafter referred to as the "**Corporation**")

OF THE SIXTH PART.

**WHEREAS** the parties hereto have caused the Corporation to be incorporated for the purpose of carrying on in common through the Corporation the businesses relating to the upfitting of motor vehicles (the "Product");

**AND WHEREAS** the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 100 Common Shares are issued and outstanding;

**AND WHEREAS** DEL is the registered and beneficial owner of 60 Common Shares in the capital of the Corporation;

**AND WHEREAS** GCD is the registered and beneficial owner of 40 Common Shares in the capital of the Corporation;

**AND WHEREAS** MARTIN is the indirect beneficial owner of a substantial and controlling interest in the capital of DEL;

**AND WHEREAS** STANG is the direct and indirect beneficial owner of a substantial and controlling interest in the capital of GCD;

**AND WHEREAS** any reference to DEL shall mean DEL and/or any person, corporation or other entity affiliated or associated with or a subsidiary or parent or shareholder, controlling or otherwise, of or otherwise related to any of the foregoing;

**AND WHEREAS** any reference to GCD shall mean GCD and/or any person, corporation or other entity affiliated or associated with or a subsidiary or parent or shareholder, controlling or

otherwise, of or otherwise related to any of the foregoing;

**AND WHEREAS** MARTIN, DEL, STANG and GCD wish to establish their respective rights and obligations with respect to: (i) the shares of the Corporation owned by them, directly or indirectly; (ii) the management and control of the Corporation; and (iii) the other matters set forth in this Agreement;

**AND WHEREAS** it is the intention of each of the parties hereto that this Agreement shall constitute a unanimous Shareholders' Agreement with respect to the Corporation;

**AND WHEREAS** the Shareholders' desire to provide for the manner in which the management of the business and affairs of the Corporation shall be conducted;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar now paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

## **ARTICLE ONE -- DEFINITIONS AND INTERPRETATION**

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

- (a) "Accountant" means Grant Thornton, Chartered Accountants, or such other Accountant as the Shareholders shall appoint from time to time as Accountant for the Corporation.
- (b) "Act of Insolvency" means, when used in relation to a Shareholder, that without the prior written consent of all of the Shareholders:
  - (i) the Shareholder or its Principal, as the case may be, makes an assignment for the benefit of its or his creditors; or
  - (ii) the Shareholder or its Principal, as the case may be, becomes bankrupt or, as an insolvent debtor, takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors;
  - (iii) a receiver or other officer with like powers is appointed for the Shareholder or its Principal, as the case may be, for the substantial part of the assets of the Shareholder or its Principal, as the case may be, unless the appointment of such receiver or other officer with like powers is being disputed in good faith

and such proceedings effectively postpone enforcement of such appointment;  
or

- (iv) a resolution is passed, or an order is made or a petition is filed for the cancellation, dissolution, liquidation, revocation, or winding-up of a corporate Shareholder, unless such action is being disputed in good faith by appropriate proceedings and such proceedings effectively postpone enforcement of the action;

provided that an Act of Insolvency shall be deemed not to have occurred if such Act of Insolvency occurs through the failure of any of the other Shareholders or the Principal of any of such other Shareholders, as the case may be, to perform its obligations hereunder;

- (c) "Affiliate" means, with respect to the relationship between two or more Persons, a Person is deemed to be an Affiliate of another Person if one of them is Controlled by the other or if both are Controlled by the same Person, and "Affiliated" has a corresponding meaning.
- (d) "Agreement" means this unanimous Shareholders' Agreement;
- (e) "arm's length" has the meaning attributed thereto in the Income Tax Act (Canada), and the regulations thereunder as amended from time to time;
- (f) "Board" means the board of directors of the Corporation as may be appointed from time to time;
- (g) "Business Day" means any day, other than a Saturday or Sunday or holiday, on which Canadian chartered banks are open for business in Toronto, Ontario;
- (h) "Business" means the business currently carried on by the Corporation or as it maybe subsequently carried on with the consent of the Shareholders;
- (i) "Control", with respect to the relationship with a Person, means:
  - (a) if that Person is a corporation, the holding (other than by way of security) of securities of that Person to which are attached more than 50% of the votes that may be cast for the election of directors and those votes are sufficient, if exercised, to elect a majority of the board of directors; or
  - (b) if that Person is not a corporation, the right, directly or indirectly, to direct or cause the direction of the management of the affairs of that Person, whether by ownership of ownership interests or otherwise;

and "Controlled by", "Controls", "Controlling" and "Controlled" and similar words have corresponding meanings, except that a Person which Controls a corporation or a Person that is not a corporation ("the second-mentioned Person") shall be deemed to Control a corporation or a Person that is not a corporation which is Controlled by the second-mentioned Person, and so on.

- (j) "EBITDA" means normalized earnings before interest expense, income taxes, depreciation, amortization, asset impairment, restructuring charges (for example, charges to accounts receivable and inventory, employee severance, plant consolidation charges, branch closure), and other one-time charges and gains. EBITDA attributable to one company that is moved to another company (e.g. work transferred or sold by DEL to GIN-COR and performed by GIN-COR) will be recorded at the agreed and approved quote EBITDA level.
- (k) "Event of Default" means, when used in relation to a Shareholder, that such a Shareholder or its Principal has defaulted in the performance of its obligations pursuant to this Agreement or pursuant to any agreement entered into between such person and the Corporation and such default shall not have been cured within fifteen (15) business days after receipt by such Shareholder or its Principal, as the case may be of a notice from the Board or any other Shareholder asking such Shareholder or its Principal to cure such default;
- (l) "Fair Market Value" has the meaning ascribed thereto in Section 13.1;
- (m) "Fully-Participating Share" means a security that participates to an unlimited amount in the earnings of the Corporation or upon the liquidation or winding-up of or other similar distribution of assets by the Corporation;
- (n) "GIN-COR" means Gin-Cor Industries Inc.
- (o) "Generally Accepted Accounting Principles" means Canadian generally accepted accounting principles from time to time approved by the Accounting Standards Board, including those recommended in Part II – Accounting Standards for Private Enterprises of the CPA Canada Handbook, or any successor institute, applicable as at the date on which such generally accepted accounting principles are applied. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purposes of this Agreement, including the contents of any certificate or other document to be delivered hereunder, such determination, consolidation or computation shall, unless the Parties otherwise agree, be made in accordance with such generally accepted accounting principles applied on a consistent basis;

- (p) "Guarantor" means STANG INC.;
- (q) "Income Tax Act" means the Income Tax Act (Canada), and the regulations thereunder, as amended from time to time;
- (r) "Investment Canada Act" means the Investment Canada Act, and the regulations thereunder, as amended from time to time;
- (s) "OBCA" means the Business Corporations Act (Ontario) and the regulations thereunder, as amended from time to time;
- (t) "Ordinary Resolution" means:
  - (i) A resolution passed by a majority of the votes cast at a duly constituted meeting of Shareholders or any adjournment thereof in respect of which each Shareholder present or represented thereat is entitled to one vote for each share held; or
  - (ii) a written resolution in one or more counterparts signed by Shareholders owning collectively at least a majority of the Shares then outstanding;
- (u) "Permitted Transferee" means, in respect of any Shareholder:
  - (i) a Corporation which is not a non-Canadian within the meaning of the Investment Canada Act of which such Shareholder or the Principal of such Shareholder or the spouse and/or issue of such Shareholder or Principal of such Shareholder are the sole registered and beneficial Shareholders;
  - (ii) a trust of which such Shareholder or the Principal of such Shareholder or the spouse and/or issue of such Shareholder or Principal of such Shareholder are the sole beneficiaries, provided that such trust is not a non-Canadian within the meaning of the Investment Canada Act;
  - (iii) the spouse or issue of that Shareholder or Principal of such Shareholder provided such spouse or issue, as the case may be, is then sui juris and not then a non-Canadian within the meaning of the Income Tax Act (Canada); or
  - (iv) if the Shareholder is a Corporation, any person who is the sole and registered beneficial Shareholder of such Corporation;
- (v) "Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a regulatory body or agency, a government or governmental agency

or authority or entity, an executor or administrator or other legal or personal representative, or any other juridical entity;

- (w) "Powers of Attorney Act" means the Powers of Attorney Act (Ontario) and the regulations thereunder, as amended from time to time.
- (x) "Prime Bank Rate" means the commercial lending rate of interest, expressed as an annual rate, that the Corporation's principal bankers quote in Toronto as the reference rate of interest from time to time (commonly known as "prime") for the purpose of determining the rate of interest that it charges to its commercial customers for loans in Canadian funds;
- (y) "Principals" means MARTIN and STANG, together with such other persons who may become parties to this Agreement and "Principal" shall mean any one of such persons individually;
- (z) "Related Party Loan" means the loan to the Corporation made by DEL in the amount set out and disclosed in Schedule "B" of the S. 85 Asset Purchase Agreement between the parties hereto dated as of April 30, 2018.
- (aa) "Shareholder" means any Person which is a registered holder of issued and outstanding Shares and a Party, the initial Shareholders being DEL and GIN-COR;
- (bb) "Shares" means, at any time, any classes of shares of the authorized capital of the Corporation, any convertible securities or any securities into which those shares or convertible securities may be converted or changed or which result from a consolidation, subdivision, reclassification or re-designation of those shares, any securities which are received as a stock dividend or distribution payable in securities of the Corporation, any shares received on the exercise of any option, warrant or other similar right, and any securities the holders of which may be bound by this Agreement as a result of an amalgamation, merger, arrangement or other reorganization of or including the Corporation. Notwithstanding the foregoing, for purposes of calculation of "Proportionate Contribution" or "Proportionate Entitlement" or any other pro-rata share between the Shareholders hereunder, "Shares" shall only mean the shares of the authorized capital of the Corporation having voting rights; and
- (cc) "Transfer" includes any sale, exchange, assignment, gift, bequest, disposition, hypothec, mortgage, lien, charge, priority, pledge, encumbrance, grant of security interest or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary or by operation of law or otherwise and

whether or not for value, and any agreement to effect any of the foregoing, and "Transferred", "Transferring" and similar words have corresponding meanings.

- (dd) "Unicell Agreement" is the May 1, 2017 Distribution Agreement between Unicell Limited and DEL.

## **ARTICLE TWO – REPRESENTATIONS, WARRANTIES AND COVENANTS**

**2.1 Representations, Warranties and Covenants.** Each Shareholder and STANG INC. hereby covenants with and represents and warrants to the other Shareholder, and acknowledges and confirms that the other Shareholder is relying on such covenants, representations and warranties in connection with entering into this Agreement, that:

- (a) it is a corporation duly existing and in good standing under the laws of its jurisdiction of incorporation;
- (b) it is duly registered and qualified to carry on business and has and will continue to have all requisite authority, licences and permits to carry on the business of the Corporation;
- (c) it has the capacity and corporate authority to act as a Shareholder as contemplated by this Agreement;
- (d) it can fulfil its obligations as a Shareholder or as guarantor as the case may be, without violating the terms of its constating documents, by-laws or any agreement to which it is or will become a party or by which it is or will become bound by any law or regulation applicable to it;
- (e) it has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement;
- (f) this Agreement constitutes a valid and binding obligation of it, enforceable in accordance with its terms;
- (g) it is and shall be a "resident" of Canada within the meaning of the Income Tax Act (Canada); and
- (h) it is not a non-Canadian within the meaning of the Investment Canada Act.

**2.2 Number and Class of Share.** Each of DEL and GCD warrants that:

- (a) it is the registered and beneficial owner of that number and class of the issued and



outstanding Shares or securities convertible into Shares of the Corporation set out opposite its name below:

<u>Name</u>	<u>Number and Class of Shares or Securities Convertible into Shares</u>
DEL	60 Common
GCD	40 Common

2.3 **Share Ownership.** MARTIN and STANG each represent and warrant that:

- (a) they are the principal and beneficial owners, whether directly or indirectly of sufficient Shares in the capital of DEL and GCD and STANG INC. respectively, and, if applicable, securities convertible into Shares in the capital of DEL and GCD and STANG INC. respectively to represent a controlling interest in such companies; and
- (b) such Shares and/or securities are free and clear of all claims, liens and encumbrances whatsoever and except as provided herein no person has any agreement or option or any right capable of becoming an agreement for the purchase of any such Shares and/or securities and no person has any agreement or option or any right capable of becoming an agreement for the issuance or subscription of any unissued Shares and/or securities convertible into Shares of such Shareholder or Guarantor other than the loan and security agreements with the Bank of Montreal and the Royal Bank of Canada as disclosed to GCD by DEL, the Corporation and MARTIN.

2.4 **No Other Shares.** The Corporation warrants that:

- (a) The Shares listed in Section 2.2 hereof are the only issued and outstanding Shares or securities convertible into Shares of the Corporation; and
- (b) except as provided in this Agreement no person has any agreement or option or right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued Shares of the Corporation or any securities convertible into Shares of the Corporation.

2.5 **Associated Corporations.** Each shareholder warrants that, to the best of his knowledge, information and belief after due enquiry the Corporation is not associated (as that term is used in the Income Tax Act with any other corporation and hereby covenants that if the Corporation becomes so associated, all appropriate forms and elections will be filed to ensure that, to the maximum extent possible, the Corporation has allocated to it, in each taxation year, the amounts necessary with respect to its business limit to enable the Corporation to take the maximum small business deduction

available in such taxation year, as those terms are used in the Income Tax Act.

2.6 **Survival.** The covenants, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and, notwithstanding such execution and delivery and regardless of any investigation made by or on behalf of any Shareholder with respect thereto, shall continue in full force and effect for the benefit of each Shareholder to which such covenants, representations and warranties were made until the expiry of three years following the termination of the Shareholders' Agreement.

### ARTICLE THREE – MANAGEMENT OF THE CORPORATION

3.1 **Board of Directors.** Subject to the provisions of this Agreement, the business and affairs of the Corporation shall be managed by the Board of Directors (the "Board") which shall at all times consist of six (6) directors. Each of the initial Shareholders shall be entitled to appoint three (3) representatives to serve as directors of the Corporation.

3.2 **Appointment of Board of Directors.** With respect to the appointment of Directors, the Parties agree as follows:

- (a) As long as DEL is a Shareholder, DEL shall be entitled to appoint three (3) Directors to the Board;
- (b) As long as GCD is a Shareholder, GCD shall be entitled to appoint three (3) Directors to the Board;

3.3 **Appointment of Initial Directors.** The following individuals shall be appointed as the initial Directors of the Board:

- (a) DEL hereby nominates and appoints PAUL H. MARTIN, ROGER J. MARTIN and DAVID H. MARTIN to be its appointed representatives on the Board unless and until replaced by notice in writing given to MARTIN by DEL;
- (b) GIN-COR hereby nominates and appoints LUC STANG, JO-ANNE STANG and RENZO SILVERI to be its appointed representatives on the Board unless and until replaced by notice in writing given to STANG by GCD.

3.4 **Board Vacancy.** Should any vacancy occur on the Board, such vacancy shall be filled forthwith by the appointment of a nominee by the Shareholder who is not then represented by three nominees to which he is entitled hereunder.

3.5 **Event of Default or Act of Insolvency.** Notwithstanding anything to the contrary herein contained, if an Event of Default or an Act of Insolvency occurs with respect to a Shareholder (the

"Defaulting Shareholder"), such Defaulting Shareholder shall not be entitled to be a Director of the Board or to nominate any individuals as a Director of the Board and such Defaulting Shareholder in conjunction with the other Shareholder shall cause such nominee Directors of the Defaulting Shareholder to forthwith resign or be removed and the nominee Directors of such Defaulting Shareholder shall be replaced with such person or persons as may be designated by the non-Defaulting Shareholder provided that if such Event of Default or Act of Insolvency is subsequently remedied, the Defaulting Shareholder shall again be entitled to nominate an individual to the Board as provided hereunder and all of the Shareholders shall take all necessary steps in this regard.

**3.6 Entitlement to Vote.** Notwithstanding anything to the contrary herein contained, if an Event of Default or an Act of Insolvency occurs with respect to any Shareholder (the "Defaulting Shareholder"), from and after the occurrence of such Event of Default or Act of Insolvency, the Defaulting Shareholder shall not be entitled to vote its Shares where a vote of the Shareholders is required, the other Shareholder who is not a Defaulting Shareholder shall be treated as if it owns all of the Shares of the Corporation during the time that the Event of Default exists and has not been subsequently remedied. Upon an Event of Default being remedied, the Defaulting Shareholder shall again be entitled to immediately thereafter vote its Shares at all meetings of Shareholders. During any such Event of Default, the Defaulting Shareholder hereby irrevocably gives its proxy to the non-Defaulting Shareholder to vote its Shares in any matter such Shareholders determine that is not otherwise contrary to the terms of this Agreement or the OBCA. The Defaulting Shareholder hereby and hereby appoints such non-Defaulting Shareholder as its attorney in accordance with the Powers of Attorney Act, R.S.O. to execute all necessary documents on behalf of the Defaulting Shareholder to give effect to such proxy.

**3.7 Officers of the Corporation.** The officers of the Corporation, unless changed by resignation or Board decision, or otherwise in accordance with this Agreement, shall be:

Chief Executive Officer:	LUC STANG
President:	LUC STANG
Chairman of the Board:	PAUL H. MARTIN
Chief Financial Officer:	RENZO SILVERI
Secretary:	PAUL H. MARTIN

and such additional officers as the Board may determine from time to time. Where an above-named officer resigns his office, then the Board shall be entitled to appoint a replacement.

**3.8 Quorum for Meetings of Directors.** A quorum for all meetings of the Board shall be five (5) Directors present in person or by means of such telephone, electronic or other communication facilities whereby all persons participating in such meeting can hear and speak to each other simultaneously and instantaneously or such other number as the Shareholders may agree upon in writing from time to time. Notwithstanding the above, no meetings of the Board shall take place

without two of GCD's nominees to the Board and two of DEL's nominees to the Board.

**3.9 Quorum for Meetings of Shareholders.** A quorum for a meeting of Shareholders shall be two Shareholders, present and representing by proxy or in person not less than one hundred percent (100%) of the issued and outstanding Shares entitled to vote at such meeting.

**3.10 Majority of Votes.** Except as may be otherwise provided in this Agreement, all decisions of the Board and of the Shareholders of the Corporation shall be decided by a majority of votes cast or by such greater percentage as may be required by law.

**3.11 Casting Votes.** Notwithstanding any statutory rule or rule to the contrary, the chairman at any meeting of the Board or at any meeting of the Shareholders of the Corporation shall be entitled to a second, extra or casting vote in the case of a tie vote at any such meeting. Until such time as GCD acquires fifty-one percent (51%) of the voting Common Shares in the capital of the Corporation as herein provided, MARTIN shall be Chairman of the Board and shall chair all shareholders' meetings. After GCD acquires 51% of more of the voting Common Shares of the Corporation, the Chairman of the Board shall be STANG and he shall chair all shareholders' meetings.

**3.12 Resolutions in Lieu of Meeting.** A resolution in writing, signed by all of the Directors or all of the Shareholders, is as valid as if such resolution had been passed at a meeting of the Directors or Shareholders.

**3.13 Contracts and Documents.** Subject to the terms thereof, and until GIN-COR acquires 51% of the common shares, all contracts and documents binding the Corporation and which are not terminable by the Corporation without liability upon giving no more than thirty (30) days' notice, or, in any event, involving a liability on the part of the Corporation in excess of \$50,000 in respect of any such contract or document, shall require the signatures of the Chairman and the President, or such other individual(s) as may be determined by the unanimous decision of the Board of Directors from time to time. All other contracts and documents binding the Corporation shall require the signature(s) of any officer or such other individual(s) as is determined by the unanimous decision of the Board of Directors from time to time.

**3.14 Special Approval.** In addition to any other approval required by law or pursuant to the articles, by-laws or resolutions of the Corporation, none of the following actions shall be effected without the prior written consent of all the Shareholders;

- (i) the issuance of any Shares in the capital of the Corporation or any securities, rights, warrants or options convertible into or exchangeable for or carrying the right to subscribe for Shares in the capital of the Corporation;
- (ii) the conversion, reclassification, subdivision, consolidation, exchange, redesignation

- or any other change to any of the Shares in the capital of the Corporation;
- (iii) the redemption or purchase by the Corporation of its issued Shares or securities convertible into Shares or cancellation of the subscription rights in respect of its Shares or securities convertible into its Shares;
  - (iv) the merger, amalgamation, continuance, reorganization or consolidation of the Corporation or the approval of any plan of arrangement, whether statutory or otherwise;
  - (v) the taking or instituting of proceedings for the winding-up, re-organization or dissolution of the Corporation;
  - (vi) the enactment, revocation or amendment of any by-laws of the Corporation;
  - (vii) the sale, lease, exchange or other disposition of all or substantially all of the assets or undertaking of the Corporation;
  - (viii) any material change in the business of the Corporation;
  - (ix) the repayment of any loans owing by the Corporation to either of its Shareholders, except for the Related Party Loans on terms and conditions as hereinafter specified or approved by both Shareholders;
  - (x) the provision of financial assistance, whether by loan, guarantee or otherwise, to either Shareholder or any person not dealing at arm's length with a Shareholder; or
  - (xi) the making of any contract between the Corporation and any person not dealing at arm's length with a Shareholder or the making of any payment to any person not dealing at arm's length with a Shareholder except in respect of loans made pursuant to the provisions of Article Four hereof.
  - (xii) except as otherwise contemplated or permitted by this Agreement, allot, issue, sell, exchange or otherwise dispose of or acquire any of its Shares or enter into any option or agreement to do so;
  - (xiii) borrow any money, incur any liability, make any expenditure or dispose of any capital asset, unless the terms of section 3.19 are complied with;
  - (xiv) declare or pay any dividend or other distribution to either Shareholder;
  - (xv) directly or indirectly acquire any interest in or be engaged in or make any investment

in any business or undertaking other than its business described in the recitals to this Agreement;

- (xvi) pay any fee, salary, bonus or other remuneration to, for or on account of any shareholder, or of any person or company not dealing at arm's length (as such term is defined in the Income Tax Act) with any shareholder except for contracts or sub-contracts for the supply of goods and services between the Corporation and GCD, provided such contracts include terms and amounts which are competitive with those offered by other non-related parties and who are active in such business as contemplated by such contracts;
- (xvii) at any time during the currency of this agreement, have more than six (6) directors three (3) of whom two shall be the nominees of DEL and three (3) of whom shall be the nominees of GCD;
- (xviii) at any time during the currency of this agreement when GCD shall own less than fifty-one percent (51%) of the Common Shares of the Corporation have any officers other than the following who shall be the nominees of DEL:

Chairman	PAUL H. MARTIN
Secretary	PAUL H. MARTIN

and the following who shall be the nominees of GCD:

Chief Executive Officer and President	LUC STANG
Chief Financial Officer	RENZO SILVERI

After the time when GCD is the owner of 51% of the Common Shares of the Corporation the officers shall be:

Chairman, Chief Executive Officer and President	LUC STANG
Chief Financial Officer	RENZO SILVERI
Secretary	PAUL MARTIN

- (xix) conduct any meeting of directors or shareholders which does not include one person who is the nominee or proxy of each shareholder;
- (xx) have any subsidiary; or
- (xxi) have any accountant other than Grant Thornton, provided its prices for services are competitive and if not then DEL shall be entitled to choose a replacement accounting firm.

**3.15 Restriction of Powers of Directors.** To the extent that this Agreement specifies that any matters may only be or shall be dealt with or approved by or shall require action by the Shareholders, the discretion and powers of the Directors of the Corporation to manage and to supervise the management of the business and affairs of the Corporation with respect to such matters are correspondingly restricted. In addition to the foregoing, the Directors undertake to discharge their discretion and powers in a manner that maintains their respective fiduciary obligations owed to the Corporation and specifically having regard to Schedule "B" attached hereto.

**3.16 Operational Control.** GCD shall have operational control of the Corporation unless any one or more of the following shall occur: (a) a material breach of bank covenants given by the Corporation to any of its bankers or its Original Equipment Manufacturers that has not been cured and or waived within 120 days of being so notified; (b) where total bank debt exceeds amounts approved by the Shareholders and which is not cured within 120 days of being so notified; (c) a material breach of the terms of the Unicell Agreement occurs and which such breach is not cured within 120 days of being so notified; (d) the target EBITDA at 3% of revenues (as referred to in Article 3A.1) has not been reached within 36 months of the date hereof; or (e) an Event of Default has occurred.

**3.17 Reversion of Operational Control.** In the event that GCD loses operational control as a result of the circumstances as set out above in article 3.16 then operational control of the Corporation shall revert to DEL and its Principal, Paul H. Martin, at the option of DEL. In such an event, GCD shall sell all and DEL shall purchase all of GCD's Shares in the capital of the Corporation for fair market value which for these purposes shall be calculated as 4.7 times weighted average normalized EBITDA calculated from the Corporation's management prepared financial statements. For the purposes of this paragraph weighted average normalized EBITDA means the Corporation's earnings before interest, taxes, depreciation and amortization ("EBITDA") for the three years preceding the effective transfer date, weighting 3 times for the most current year, 2 times for the second preceding year and 1 time for the third preceding year divided by six and less all interest-bearing debt. The years shall be computed as follows:

- (a) the current year being the twelve-month period preceding the effective transfer date
- (b) the second preceding year being the twelve-month period preceding the current year
- (c) the third preceding year being the twelve-month period preceding the second preceding year.

If fair market value is required to be calculated prior to the third (3<sup>rd</sup>) anniversary of the date hereof, the weighting for any valuation shall be as follows:

- (a) if the valuation is done after the second (2<sup>nd</sup>) anniversary of the date hereof, weighting 2

- times for the most current year and 1 time for the second preceding year divided by three (3) and less all interest-bearing debt;
- (b) if the valuation is done after the first (1<sup>st</sup>) anniversary of the date hereof but prior to the second (2<sup>nd</sup>) anniversary of the date hereof, weighting 1 times for the most current year less all interest-bearing debt;
- (c) if the valuation is done prior to the first (1<sup>st</sup>) anniversary of the date hereof, fair market value shall be done by taking the EBITDA during the portion of the year completed, dividing same by the number of whole calendar months completed since the date hereof, and multiplying by twelve (12).

Any such sale, all amounts owed to GCD by way of shareholder advances or for contract services rendered shall be paid in equal quarter annual payments over a period of three years from closing.

**3.18 Banking Covenants Exception.** In the event that the breach of the bank covenants as set out in article 3.16(a) shall be as a result of actions from an Affiliate of the Corporation and/or part of the DEL group of corporations, then GCD shall be permitted to accelerate exercising its option as set out in article 3A.1 without first having reached the target EBITDA at 3% of revenues and in such an event GCD shall be provided a 12-month grace period to meet banking covenants on a stand-alone basis.

**3.19 Budgets.** Prior to the commencement of each fiscal year, the President of the Corporation shall prepare and present to the Directors an annual operating and capital expenditures budget for the following fiscal year, which budget will be subject to final approval by resolution of the Directors.

Any variance in budgeted items of greater than 3% per item shall be set out in a statement to be delivered to the Directors and each Shareholder concurrently with the delivery of monthly financial statements to the Directors and each Shareholder as set out in this Agreement.

Any capital expenditure in excess of \$50,000.00, individually or in aggregate, which (i) does not appear on a budget approved by the Directors, or (ii) exceeds by more than 3% of the amount of such capital expenditure appearing on a budget approved by the Directors, shall require approval of the Directors. If such expenditure exceeds the budget approved by the Directors by more than 5% it shall require the written approval of the Shareholders.

**3.19 No Obligation.** The parties hereto acknowledge that this Agreement does not create any obligation for any Principal to become personally liable for any debts of the Corporation. No Principal shall be liable for any debts of the Corporation unless and until such Principal has entered into a separate written obligation with respect to such debts.



### ARTICLE THREE A – OPTION TO ACQUIRE FURTHER SHARES

**3A.1 Option to Acquire Further Shares of the Corporation by GCD.** DEL hereby grants to GCD the option to acquire a further 11% of the issued and outstanding common Shares in the capital of the Corporation upon the following terms and conditions: (a) GCD must first achieve financial results for the Corporation representing a level of EBITDA at 3% of revenues for a rolling 12 month period; (b) GCD must assume full responsibility for all banking facilities for the Corporation; (c) the above two conditions must be met by 36 months of the date hereof, otherwise this option shall be at an end; and (d) in the event that the first two above conditions are fulfilled by GCD then GCD shall acquire such further 11% of the Common Shares at a nominal purchase price of \$1.00 per share.

**3A.2 Further Option to Acquire Additional Shares of the Corporation by GCD.** In the event that GCD has satisfied the conditions set out in Article 3A.1 above and has acquired the 11% of the Common Shares of DEL contemplated in Section 3.A.1 such that GCD owns 51% of the Common Shares of the capital of the Corporation, then DEL hereby grants to GCD the option to acquire the remaining 49% of the Common Shares of the Corporation upon the following terms and conditions: (a) 10% of the Common Shares of the Corporation after paying down the Related Party Loan by 22.7% of its original amount ; (b) 10% of the Common Shares of the Corporation after paying down the Related Party Loan by an additional 22.7% of its original amount ; (c) 10% of the Common Shares of the Corporation after paying down the Related Party Loan by an additional 18.2% of its original amount ; (d) 10% of the Common Shares of the Corporation after paying down the Related Party Loan by an additional 18.2% of its original amount; and (e) the final 9% of the Common Shares of the Corporation after paying down the Related Party Loan by an additional 18.2% of its original amount; (f) for greater certainty, after GCD has satisfied the repayment of the Related Party Loan then GCD shall be the owner of all of the Common Shares of the Corporation, after having paid at a nominal purchase price of \$1.00 per share for such Common Shares; and (g) all of the above repayments and transfers of Shares must take place prior September 30, 2025.

### ARTICLE FOUR – OPERATION AND FINANCE

**4.1 Accounting Records.** Proper books of account shall be kept by the Corporation and entries shall be made therein of all matters, terms, transactions and things as are usually written and entered into books of account in accordance with GAAP and each of the Shareholders shall at all times furnish to the others correct information, accounts and statements of and concerning all transactions pertaining to the Corporation without any concealment or suppression.

**4.2 Accountants.** At any time during the currency of this agreement the accountants of the Corporation shall be Grant Thornton, Chartered Accountants provided their fee for services are competitive, with such fees to be tested as to whether they are competitive every three years or such other firm of chartered accountants as the Shareholders shall appoint from time to time (the "Accountants"). If the Shareholders determine that Grant Thornton is not competitive then an

alternate accounting firm shall be determined by DEL. The Accountants shall, at the fiscal year end of the Corporation, prepare financial statements for such fiscal year, including a balance sheet, a statement of earnings and retained earnings and a statement of source and application of funds, together with a review engagement report thereon. For the foregoing purposes, such Accountants shall have access to all books of account, records and all vouchers, cheques, papers and documents of or which may relate to the Corporation, including those of the Shareholders to the extent to which such books, records, vouchers, cheques, papers and documents relate to the Corporation.

**4.3 Bank Accounts.** The Corporation shall maintain a bank account or bank accounts at such bank or trust company as the Board shall from time to time determine. All bank accounts shall be kept in the name of the Corporation and all cheques, bills, notes, drafts or other instruments shall require the signatures of such individuals as the Board may from time to time determine. All monies received from time to time for the account of the Corporation shall be paid immediately into those bank accounts for the time being in operation, in the same drafts, cheques, bills or cash in which they are received and all disbursements on account of the Corporation shall be made by cheque on such bank or trust company.

**4.4. Additional Borrowing Prior to GCD owning 51% of the Corporation's Shares.** At any time prior to the first anniversary of this Agreement, the Shareholders acknowledge and agree that neither GCD or any Affiliate of GCD shall be obligated to advance any funds or its guarantee to the Corporation or to any third-party other than as set out elsewhere herein. Any funds that need to be advanced as may be required for the purposes of the Corporation shall be obtained, to the greatest extent possible, by borrowing from a chartered bank or other lender.

**4.5 Shareholder Loans.** At any time after the first anniversary of this Agreement, and, if, notwithstanding compliance by the Shareholders with the provisions of Section 4.4, the Corporation shall not have obtained all or part of the required funds from a bank or other lender, then, within fifteen (15) business days after a demand in writing by the Corporation is given by the Corporation to the Shareholders, each Shareholder shall advance to the Corporation such portion of the required funds, or the part thereof that the Corporation shall not have obtained from a bank or other lender, as is proportionate to their then beneficial ownership of fully-participating shares of the Corporation. All advances made to the Corporation pursuant to this Section shall be treated as Shareholder's loans and shall be upon the security and at the rate of interest (which shall be the same for all Shareholders), if any, as shall be determined by the Board from time to time and, if required by the Corporation at the time of the making of the loan or at any time thereafter, shall be subordinated to any other secured arm's length indebtedness of the Corporation made in accordance with the terms hereof. None of those loans shall be called by the Shareholders or repaid to them, in whole or in part, except as is determined by the Board; provided that whenever any amounts on account of such loans are repaid to the Shareholders, they shall be repaid to them on a basis proportionate to their then total outstanding advances to the Corporation, with such loan balance to exclude any Related Party Loan.

**4.6 Non-Advance of Compulsory Shareholders Loans.** If any Shareholder (in this Section referred to as a "Defaulting Shareholder") does not make the full or any part of the advance or advances required to be made by him pursuant to the provisions of Section 4.5 hereof, then the other Shareholder(s), if not so in default, shall be entitled to advance to the Corporation those amounts (in this Section referred to as the "Additional Loan"). If more than one of the other Shareholders wishes to make the Additional Loan, each of such Shareholders shall pay a portion of such Additional Loan equal to the proportion which their beneficial ownership of fully-participating shares of the Corporation bears to the aggregate beneficial ownership of fully-participating shares of the Corporation of the Shareholders who wish to do so. If only one of the Shareholders wishes to make the Additional Loan, he shall be entitled to make the whole Additional Loan to the Corporation. In the event that an Additional Loan is made, the Additional Loan shall be deemed to be a loan or loans (in this Section called the "Default Loan(s)") to the Defaulting Shareholder by the Shareholder(s) that made that Additional Loan (in this Section called the "Lending Shareholder(s)") and to have been advanced to the Corporation on behalf of the Defaulting Shareholder. The Defaulting Shareholder shall pay to the Lending Shareholder(s) daily interest on so much of the Default Loan(s) as is outstanding from time to time, at the Prime Bank Rate plus five (5) percentage points, calculated and payable daily, not in advance, computed from the first day upon which the Additional Loan is made. For the purposes of this Section, the Prime Bank Rate shall be determined daily to apply with respect to the monies owing at the end of the next succeeding day. The Defaulting Shareholder hereby irrevocably directs the Corporation to make all payments of interest which are payable to the Defaulting Shareholder, directly to the Lending Shareholder(s), to be credited by the Lending Shareholder(s) against the amount of interest payable by the Defaulting Shareholder to the Lending Shareholder(s). The Default Loan(s) shall be payable on demand. The Defaulting Shareholder shall be entitled to repay the whole or any part of the Default Loan(s) at any time or times and the Corporation is hereby irrevocably directed to pay any dividend, salary, bonus, withdrawal or other distribution whatsoever payable to the Defaulting Shareholder (to a maximum of the amount of the Default Loan(s) plus accrued and unpaid interest), directly to the Lending Shareholder(s), if more than one Lending Shareholder, to be shared by them proportionately to the amounts of their respective Default Loan(s) to be credited by the Lending Shareholder(s) on account of the amount owing by the Defaulting Shareholder to the Lending Shareholder(s).

**4.7 Personal Guarantees.** GCD or any Affiliate shall not be obligated to contribute funds or guarantees to any bank or other lender at any time prior to the first anniversary date of this Agreement where DEL or an Affiliate of DEL is obligated to make payment to a bank or other lender under a guarantee. After the first anniversary date of this Agreement, GCD shall provide its guarantee or to contribute money or indemnities to any new loan(s) which may be required by the Corporation. If a Shareholder or Principal (hereinafter in this Article sometimes called a "Guarantor") has guaranteed, with the consent of the other Shareholder(s), the obligations of the Corporation to any bank or other lender and the Guarantor makes payment to such bank or other lender under such guarantee, then each of the Shareholders other than the Guarantor (hereinafter in this Article sometimes called an "Indemnifier") shall pay to the Guarantor, forthwith upon demand, a proportionate amount of such payment equal to the proportion which the number of

fully-participating shares of the Corporation then beneficially owned by the Indemnifier bears to the total number of fully-participating shares of the Corporation then outstanding.

**4.8 Loan Payment of Pro-Rata Portion of Shareholder(s) Guarantee.** In the event that any one or more of the Indemnifiers shall not make a payment required herein, (hereinafter in this Article sometimes referred to as a "Defaulting Indemnifier(s)"), then the aggregate amount to be paid to the Guarantor by the other Indemnifier(s) shall be adjusted by excluding the number of fully-participating shares of the Corporation then beneficially owned by the Defaulting Indemnifier(s) from the total number of fully-participating shares of the Corporation for purposes of the calculation contemplated pursuant to Section 4.7 above, and such additional amount shall be paid to the Guarantor by the other Indemnifier(s) forthwith upon demand. Provided that nothing herein shall relieve the Defaulting Indemnifier(s) from its obligation to pay to the Guarantor or the other Indemnifier(s), as the case may be, its proportionate share of the amount paid by the Guarantor, determined without having regard to its default. In addition, the Defaulting Indemnifier(s) shall pay to the Guarantor or the other Indemnifier(s), as the case may be, interest at the Prime Bank Rate plus five (5) percentage points calculated and payable daily, not in advance, computed from the first day upon which such payment should have been made on the amount owing by such Defaulting Indemnifier(s) to the Guarantor or other Indemnifier(s), as the case may be. For the purposes hereof, the Prime Bank Rate shall be determined daily to apply with respect to the monies owing at the end of the next succeeding day. The amount payable by the Defaulting Indemnifier(s) hereunder together with interest thereon, calculated as aforesaid, shall be fully paid to the Guarantor, or the other Indemnifier(s), as the case may be, before any dividend, salary, bonus, withdrawal or other distribution whatsoever from the Corporation is made to the Defaulting Indemnifier(s) and the Corporation is hereby authorized and directed to pay the amount of any such dividend, salary, bonus, withdrawal or other distribution (to the extent of the amount owing by the Defaulting Indemnifier(s) to the Guarantor or other Indemnifier(s), as aforesaid) to the Guarantor or other Indemnifier(s) in reduction of such amount.

**4.9 Relocation of Toronto Property.** Notwithstanding anything herein contained to the contrary, the Parties agree that the funds required for the anticipated relocation from DEL's Toronto property shall be allocated and funded as follows: (a) the Corporation shall pay for the moving costs including physical furniture and equipment, relocation, and recruiting for new employees to replace those severed if necessary; (b) The Corporation shall be responsible for any employee severance costs amounts up to a cap of \$1,000,000.00; (c) DEL shall be responsible for any severance costs amounts above a cap of \$1,000,000.00; and (d) GCD shall be responsible for any capital purchases for equipment required for such move or to properly continue the Business of the Corporation in its new location. The Parties and their Affiliates agree to negotiate reasonably and in good faith the lease terms for transition out of the Toronto Property that will reflect reduced space utilization as production processes are moved out of the Toronto Property prior to its sale on June 30<sup>th</sup>, 2018. For greater certainty, the Parties acknowledge and confirm that rent and occupancy costs paid for the Toronto Property shall abate on a pro-rated basis as the Corporation reduces its functional income generating floor area space in the Toronto Property.

**4.10 Management Fees.** The Corporation shall be required to pay a management fee to DEL commencing upon the expiry of a period of forty-two (42) months from the date of execution of this Agreement, calculated on the EBITDA earned by the Corporation subsequent to that date multiplied by the percentage share ownership held by DEL for each period. The management fee will be accrued and paid equally over the two years immediately subsequent to the Related Party Loan being fully retired. Notwithstanding the requirements of this article 4.10, no management fee will be accrued if GCD has exercised its option to acquire all of the Shares of the Corporation as set out in article 3A.2 and has paid all of the Related Party Loan.

**4.11 MARTIN Consulting Fees.** From and after the date hereof and for the balance of 2018, the Corporation shall pay to Martin for consulting fees pro-rated on the annual sum of \$150,000.00 in consideration of MARTIN providing his consulting services for four days per week with a provision for paid eight four-day weeks' vacation. For the fiscal year commencing January 1, 2019 such consulting fees shall be \$100,000.00 for 3 days per week of consulting and with provision for ten three-day weeks' vacation. These provisions shall continue until GCD acquires 51% control as contemplated by article 3A.1. MARTIN shall also receive during the time he is retained as a consultant reimbursement for his reasonable telephone, travel and other business-related expenses. After GCD acquires 51% control then the parties agree to negotiate MARTIN's future consulting fees and reimbursed expenses.

**4.12 Option to Acquire Operating Locations.** Provided that GCD is not in material default of the terms of this agreement, then DEL and its Affiliated Corporations, hereby grant to GCD the option to purchase from Diesel Equipment Limited any of the real property locations where DEL carries on business, except for the Toronto location or its replacement location. The purchase price shall be the value for such locations determined as of May 31, 2017 by an accredited real estate appraiser as chosen by DEL. The purchase price shall be payable by cash, certified cheque or wire transfer on closing. This option shall be available until the third (3<sup>rd</sup>) anniversary of the date upon which this Agreement has been executed by all parties hereto to be exercised by notice in writing to DEL before that date and with a closing date of not more than 30 days after such notice date. GCD shall, at its option, be entitled to register a notice or other authorized title registration on title to any such real property locations.

**4.13 First Right of Refusal Regarding Operating Locations.** Provided GCD is not in material default of the terms of this agreement, GCD is hereby granted a right of first refusal to match any third party bona fide offer to purchase any DEL operating locations from Diesel Equipment Limited. If Diesel Equipment Limited receives any such third party *bona fide* offer for any DEL operating location which it is willing to accept then DEL shall provide a notice to GCD setting out the details of such offer and providing a copy of such offer. GCD shall then have 15 business days to notify Diesel Equipment Limited in writing that it will match all the terms of the third-party offer. If such notice to match is given and received within the said 15 business day period, then GCD and Diesel Equipment Limited shall proceed to close the transaction substantially in accordance with the

terms as set out in the third-party offer. If no such notice is given to DEL within the said 15 business days, then GCD shall be deemed to have declined such right to purchase and Diesel Equipment Limited shall be authorized to accept the third-party offer.

## **ARTICLE FIVE – RESTRICTIONS ON TRANSFER OF SHARES OF CORPORATION**

**5.1 No Dealing with Shares.** Each of the Shareholders covenants that they will not sell, assign, donate, encumber, transfer, mortgage, pledge, charge, subject to a security interest, hypothecate, or otherwise dispose of or in any way whatsoever directly or indirectly, deal with the ownership of any of the Shares of the Corporation or securities convertible into Shares of the Corporation now or hereafter beneficially owned by them, except in accordance with the terms of this Agreement, or except with the prior written unanimous consent of the other Shareholder(s). Notwithstanding the above, the Shareholders shall be permitted to pledge, charge or hypothecate their Shares in favour of the Corporation's bankers when required or demanded by the Corporation's bankers.

**5.2 Transfer to Permitted Transferee.** Notwithstanding the provisions of Section 5.1 and any other provisions of this Agreement which restrict the disposition of or dealing with Shares of the Corporation, a Shareholder shall at any time or from time to time have the right, without the approval of the other Shareholders, to dispose of all or any Shares of the Corporation held by such Shareholder to a Permitted Transferee, provided that at the time of such disposition:

- (a) Such Permitted Transferee shall agree with the other parties to this agreement in writing and in form and substance satisfactory to the other Shareholders, acting reasonably, to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Shareholder from whom such Shares are acquired;
- (b) the Permitted Transferee agrees to remain a Permitted Transferee of the Shareholder from whom such Shares were acquired for so long as the Permitted Transferee is a registered and beneficial owner of any Shares of the Corporation; and
- (c) the Shareholders receive in form and substance satisfactory to them, acting reasonably, evidence that the Permitted Transferee is a Permitted Transferee of the Shareholder from whom Shares of the Corporation are to be acquired and that the Agreements referred to in Subsections 5.2(a) and (b) above, are legal, valid and binding obligations of the Permitted Transferee.

**5.3 Continuing Liability of Shareholders.** Notwithstanding a disposition of Shares of the Corporation to a Permitted Transferee, a disposing Shareholder and its Principal shall vis a vis the other parties to this Agreement remain liable as principal debtor under all covenants of such disposing Shareholder and its Principal contained in this Agreement, and the disposing Shareholder

and its Principal agree to unconditionally overwrite to the other parties to this Agreement the due performance by the Permitted Transferee of all obligations imposed on such Permitted Transferee under this Agreement.

**5.4 Future Guarantees.** The disposing Shareholder and its Principal agree that, notwithstanding any disposition of Shares of the Corporation held by the disposing Shareholder, such disposing Shareholder and its Principal shall, if required, continue to provide, when required, his personal guarantee to lenders in accordance with the provisions of Section 4.4 of this Agreement (the "Continuing Guarantee"). Such Continuing Guarantee of the disposing Shareholder and its Principal is unconditional and may be enforced against the disposing Shareholder and its Principal without any proceedings being taken first against the Permitted Transferee or the pursuit of any other remedies whatsoever.

**5.5 Waiver.** The disposing Shareholder and its Principal authorize the other parties hereto to take any steps necessary, to renew, compromise, extend, accelerate or otherwise change the time for payment or any term relating to the performance of any such obligations and the disposing Shareholder and its Principal hereby waive presentment, protest, notice of protest, notice of dishonour, demand for performance and notice of acceptance of this Continuing Guarantee by the other parties to this Agreement.

**5.6 Transfer of Shares to Permitted Transferee.** If Shares of the Corporation are transferred by a Shareholder to one or more Permitted Transferee(s), such Permitted Transferee(s) together with the Shareholder (should such Shareholder retain any Shares of the Corporation), acting unanimously, shall be entitled to exercise all rights of such Shareholder hereunder.

**5.7 Permitted Transferee Shares - Voting.** Whenever the Shareholders of the Corporation are required to vote on any matter, each original Shareholder and, if applicable, any Permitted Transferees that have received Shares of the Corporation in accordance with this Agreement shall meet and determine how their Shares shall be voted. The decision of the holders of fifty-one percent (51%) of the voting securities of the Corporation beneficially owned by such persons shall be binding on all such persons. All rules and requirements regarding meetings of Shareholders of the Corporation shall apply to meetings of such persons, mutatis mutandis. Notwithstanding the foregoing, in the event such persons are unable to reach a decision in the manner contemplated in this Section 5.7, they shall be deemed to have decided to vote their Shares in the manner that the original Shareholder directs and shall do and cause to be done all things necessary so that their Shares are voted accordingly.

## **ARTICLE SIX – RESTRICTIONS ON TRANSFER OF SHARES OF SHAREHOLDER**

**6.1 Transfer of Shares of Corporate Shareholder.** Each of the Principals covenants that, so long as the Shareholder of which he is the Principal is a Shareholder, he will not sell, assign, donate,

encumber, transfer, mortgage, pledge, charge, subject to a security interest, hypothecate, or otherwise dispose of or in any way whatsoever directly or indirectly, deal with the ownership of any of the Shares of the Shareholder or securities convertible into Shares of the Shareholder now or hereafter beneficially owned by him, except in accordance with the terms of this Agreement, or except with the prior written unanimous consent of the other Shareholder(s).

**6.2 Transfer to Permitted Transferee.** Notwithstanding the provisions of Section 6.1 and any other provisions of this Agreement which restrict the disposition of or dealing with Shares of the Corporation, a Principal shall at any time or from time to time have the right, without the approval of the other Shareholders, to dispose of all or any Shares of the Shareholder of which he is the Principal to a Permitted Transferee, provided that at the time of such disposition:

- (a) Such Permitted Transferee shall agree with the other parties to this Agreement in writing and in form and substance satisfactory to the other Shareholder, acting reasonably, to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Principal from whom such Shares are acquired;
- (b) the Permitted Transferee agrees to remain a Permitted Transferee of the Principal from whom such Shares were acquired for so long as the Permitted Transferee is a registered and beneficial owner of any Shares of the Shareholder of which Shares were acquired; and
- (c) the Shareholders receive in form and substance satisfactory to them, acting reasonably, that the Permitted Transferee is a Permitted Transferee of the Principal from whom Shares of a Shareholder are to be acquired and that the Agreements referred to in Subsections 6.2(a) and (b) above, are legal, valid and binding obligations of the Permitted Transferee.

**6.3 Continuing Liability of Principal.** Notwithstanding a disposition of Shares of a Shareholder to a Permitted Transferee, a disposing Principal shall vis à vis the other parties to this Agreement remain liable as principal debtor under all covenants of such disposing Principal contained in this Agreement, and the disposing Principal agrees to unconditionally overwrite to the other parties to this Agreement the due performance by the Permitted Transferee of all obligations imposed on such Permitted Transferee under this Agreement.

**6.4 Future Guarantees.** The disposing Principal agrees that, notwithstanding any disposition of Shares of a Shareholder held by the disposing Principal, such disposing Principal shall, if required, continue to provide, when required, his personal guarantee to lenders in accordance with the provisions of Section 4.4 of this Agreement (the "Continuing Guarantee"). Such Continuing Guarantee of the disposing Principal is unconditional and may be enforced against the disposing Principal without any proceedings being taken first against the Permitted Transferee or the pursuit of any other remedies whatsoever.



6.5 **Waiver.** The disposing Principal authorizes the other parties hereto to take any steps necessary, to renew, compromise, extend, accelerate or otherwise change the time for payment or any term relating to the performance of any such obligations and the disposing Principal hereby waives presentment, protest, notice of protest, notice of dishonour, demand for performance and notice of acceptance of this Continuing Guarantee by the other parties to this Agreement.

6.6 **Transfer of Shares to Permitted Transferee.** If Shares of a Shareholder are transferred by a Principal to one or more Permitted Transferee(s), such Permitted Transferee(s) together with the Principal (should he or she retain any Shares of the Corporation), acting unanimously, shall be entitled to exercise all rights of such Shareholder hereunder.

6.7 **No Reorganization of Corporate Shareholder.** Each Principal and the corporate Shareholder of which he is the Principal covenants that, so long as the said corporate Shareholder is a Shareholder of the Corporation, they shall not cause or permit such corporate Shareholder to take part in any amalgamation, merger, reorganization or similar proceeding, the effect of which would result in the Principal in question losing operational control of the Shareholder for which he is the Principal. For the purposes of this Section, "voting shares" shall mean Shares of any class or classes to which are attached voting rights exercisable under all circumstances or under certain circumstances which have occurred and are continuing, the exercise of which voting rights by the owner of the voting Shares is not restricted by Agreement or in any other manner whatever. For purposes of this Agreement, the Principal shall be considered to be the "Principal" of the resulting body corporate.

## ARTICLE SEVEN – DEATH

7.1 **Compulsory Share Purchase Upon Death prior to the First Anniversary Date of this Agreement.** In the event of the death of STANG (hereinafter in this Article referred to as the "Deceased") at any time prior to the first anniversary date of this Agreement, then the Corporation (hereinafter in this Article referred to as the "Purchaser") shall purchase for cancellation all of the Shares of the Corporation (hereinafter in this Article called the "Purchased Shares") owned by GCD (hereinafter in this Article referred to as the "Vendor") at their fair market value as of the date of death of the Deceased, upon and subject to the terms and conditions hereinafter set forth.

7.2 **Collection of Life Insurance Proceeds.** Where the Deceased has died prior to the first anniversary date of this Agreement, then the Corporation shall collect the life insurance proceeds referred to in Article Fourteen hereof and shall use such life insurance proceeds first to facilitate the purchase of GCD's Purchased Shares at their market value and then, to the extent that any surplus funds remain from such life insurance proceeds, the Corporation shall pay the balance to the Deceased's estate as a capital dividend.

7.3 **Compulsory Share Purchase Upon Death Subsequent to the First Anniversary Date of**

**this Agreement.** In the event of the death of STANG (hereinafter in this Article referred to as the "Deceased") at any time subsequent to the first anniversary date of this Agreement, then the Corporation (hereinafter in this Article referred to as the "Purchaser") shall use such life insurance proceeds first to pay any remaining balance of the Related Party Loan and secondly to purchase for cancellation all of the Shares owned by DEL at a nominal value of \$1.00 per Share.

**7.4 Purchase Price for the Deceased's Shares.** The price for the Purchased Shares (hereinafter in this Article called the "Purchase Price") shall be determined in accordance with the provisions of Article Thirteen hereof.

**7.5 Payment of Purchase Price.** Upon determination of the Purchase Price, a sum equal to the greater of:

- (i) an amount (not to exceed the Purchase Price) equal to the proceeds of all insurance policies on the life of the Deceased, if any, which may be payable to the Purchaser(s) in accordance with the provisions of Article Thirteen hereof; and
- (ii) twenty percent (20%) of the Purchase Price,

shall be paid on the Date of Closing (as defined in Section 7.6); and

- (a) the balance shall be paid in equal consecutive monthly instalments over a period of four (4) years from the Date of Closing, together with interest on the principal balance from time to time outstanding at a rate per annum, calculated monthly, not in advance, both before and after default or judgment and as well after as before maturity, which is equal to the Prime Bank Rate plus two (2) percentage points, with interest on overdue interest at the same rate. Such interest shall be payable at the same time as payments of principal, the first of such instalments of principal and interest to become due and payable one month after the Date of Closing, with interest at the aforesaid rate computed from the Date of Closing. The Prime Bank Rate shall be determined on the Date of Closing and on each payment date thereafter to apply with respect to the balance of the Purchase Price outstanding in the period until the next payment date.

**7.6 Date of Closing.** For the purposes of this Article the "Date of Closing" is the date which shall be the latest of:

- (a) the date which is Thirty (30) days after the Deceased's death;
- (b) the date which is Thirty (30) days after the Purchase Price for the Purchased Shares is finally determined in accordance with the provisions of Article Thirteen hereof;

- (c) the date upon which the Corporation receives the proceeds of insurance referred to in Article Fourteen hereof and payable on the life of the Deceased or, if applicable, the date on which it is finally determined that no proceeds of insurance are payable; and
- (d) the date on which any approvals required to validly effect the transfer of the Purchased Shares are received.

**7.7 Capital Dividend Election.** Immediately upon receipt of the insurance proceeds payable on the life of the Deceased, the Corporation shall take all corporate actions and effect all prescribed elections and filings as may be required under the Act so that the Purchase Price shall, to the extent that the capital dividend account (as defined in the Business Corporations Act (Ontario)) of the Corporation has been increased as a result of the Corporation's receipt of the proceeds of life insurance policies payable upon the death of the Deceased, be paid out of the Corporation's capital dividend account. The Shareholders acknowledge that the provisions of this Section 7.6 contemplate the Corporation making an unequal distribution of the capital dividend to the Deceased and the remaining Shareholders covenant and agree to execute such waivers and releases with respect to their entitlement to a proportionate share of the capital dividend as the Corporation or its solicitors deem reasonable in the circumstances.

**7.8 Non-Purchase by Corporation.** The Corporation shall not complete any transaction of purchase and sale contemplated by this Article Seven if, for any reason, no proceeds of insurance on the life of the Deceased are payable to the Corporation or if, at the Date of Closing, the purchase of the Purchased Shares by the Corporation is then prohibited by law.

## ARTICLE EIGHT – DISABILITY

**8.1 Optional Share Purchase Upon Disability Prior to the First Anniversary Date of this Agreement.** In the event STANG should be mentally incapacitated for a period of six months or more (hereinafter in this Article referred to as the "Disability") at any time prior to the first anniversary date of this Agreement, then DEL (hereinafter in this Article referred to as the "Purchaser") shall have the option, in its sole and absolute discretion, to purchase all of GCD's Shares of the Corporation (hereinafter in this Article called the "Purchased Shares") (GCD hereinafter in this Article referred to as the "Vendor") at their fair market value (as of the date of the Disability), upon and subject to the terms and conditions hereinafter set forth.

**8.2 Option of GCD to Remain a Shareholder Upon Disability Subsequent to the First Anniversary Date of this Agreement.** In the event of the Disability of STANG (at any time subsequent to the first anniversary date of this Agreement, then the GCD shall have the option, in its sole and absolute discretion, to either (i) remain as a Shareholder of the Corporation in accordance with the terms of this Agreement and to use any disability insurance proceeds available on the life of STANG to solicit such expert or experts required to replace the skill and expertise of STANG. or

to (ii) require that DEL purchase the Purchased Shares

**8.3 Purchase Price for STANG's Shares.** The price for the Purchased Shares (hereinafter in this Article called the "Purchase Price") shall be the sum of \$1.00 per Purchased Share.

**8.4 Payment of Purchase Price.** The Purchase Price for the Purchased Shares shall be the nominal amount of \$1.00 per Share and shall be paid on the Date of Closing (as defined in Section 8.5); and

**8.5 Date of Closing.** For the purposes of this Article the "Date of Closing" is the date which shall be the date which is Thirty (30) days after the determination of STANG's Disability.

## ARTICLE NINE – RIGHT OF FIRST REFUSAL

**9.1 Notice of Proposed Sale.** Until the later of (i) that date on which GCD owns 51% or more of the common Shares of the Corporation or; (ii) the third anniversary of the date of execution of this Agreement, neither Shareholder shall solicit or arrange for, directly or indirectly the sale of any Shares owned by such Shareholder without receiving the prior written consent of the other Shareholder. If any Shareholder (hereinafter in this Article Nine referred to as the "Offeror") receives a bona fide written offer (hereinafter in this Article Nine referred to as the "Offer") from any person, firm or corporation dealing at arm's length with the Offeror to purchase all or any part of the Shares of the Corporation beneficially owned by such Shareholder, which is acceptable to the Shareholder, such Shareholder shall give notice of such Offer (hereinafter in this Article Nine referred to as the "Notice") to the Corporation and to the other Shareholders and shall set out in the Notice the number of Shares to be sold pursuant to the Offer (hereinafter in this Article Nine referred to as the "Offered Shares") and the terms upon which and the price at which (hereinafter in this Article Nine referred to as the "Purchase Price"), such Offered Shares will be sold pursuant to the Offer.

**9.2 Right to Purchase Offered Shares.** Upon the Notice being given, the other Shareholders (hereinafter in this Section 9.1 sometimes collectively referred to as the "Offerees" and sometimes individually referred to as an "Offeree") shall have the right to purchase all, but not less than all, of the Offered Shares for the Purchase Price. The Offerees shall be entitled to purchase the Offered Shares pro rata based upon the number of Shares beneficially owned by the Offerees or to purchase in such other proportion as the Offerees may agree in writing.

**9.3 Notice of Purchase and Additional Purchases.** Within Ten (10) Business Days of having been given the Notice, each Offeree desiring to purchase all of the Offered Shares that he is entitled to purchase in accordance with the provisions of Section 9.2 shall give notice to the Offeror, to the Corporation and to the other Offerees. If any Offeree does not give such notice, the Offered Shares that he had been entitled to purchase (hereinafter in this Section 9.3 referred to as the "Rejected Shares") may instead be purchased by the Offerees who did give such notice, pro rata based upon

the number of Shares beneficially owned by such Offerees as between themselves or in such other proportion as such Offerees may agree in writing, and, within Five (5) Business Days of the expiry of the Ten (10) Business Day period specified in this Section 9.3, each Offeree who desires to purchase all of the Rejected Shares that he is entitled to purchase in accordance with the provisions of this Section 9.3 shall give an additional notice to the Offeror, to the Corporation and to the other Offerees. If any Offeree entitled to give the said additional notice does not do so, the Rejected Shares that he had been entitled to purchase may instead be purchased by the Offerees who did give such notice, and so on from time to time until the Offerees are willing to purchase all of the Offered Shares or until they are not willing to purchase any more. If the Offerees are willing to purchase all, but not less than all, of the Offered Shares, the transaction of purchase and sale shall be completed in accordance with the terms set out in the Notice.

**9.4 Default in Transferring Shares.** If the Offeror makes default in transferring the Offered Shares to the Offerees in accordance with the terms set out in the Notice, the Secretary of the Corporation is authorized and directed to receive the purchase money and to thereupon cause the names of the Offerees to be entered in the registers of the Corporation as the holders of the Shares purchasable by them. The said purchase money shall be held in trust by the Corporation on behalf of the Offeror and not commingled with the Corporation's assets, except that any interest thereon shall be for the account of the Corporation. The receipt by the Secretary of the Corporation for the purchase money shall be a good discharge to the Offerees and, after their names have been entered in the registers of the Corporation in exercise of the aforesaid power, the validity of the proceedings shall not be subject to question by any person. On such registration, the Offeror will then be entitled to receive, without interest, the purchase price received by the Secretary of the Corporation.

**9.5 What Shares can be Sold to Third Party.** If the Offerees do not give notice in accordance with the provisions of Section 9.3 that they are willing to purchase all of the Offered Shares, the rights of the Offerees, subject as hereinafter provided, to purchase the Offered Shares shall forthwith cease and determine and the Offeror may sell the Offered Shares to the third party purchaser within Ninety (90) days after the expiry of the Ten (10) Business Day period or Five (5) Business Day periods, as the case may be, specified in Section 9.3, for a price not less than the Purchase Price and on other terms no more favourable to such person than those set forth in the Notice, provided that the person to whom the Offeror's Shares are to be sold agrees prior to such transaction to be bound by this Agreement and to become a party hereto in place of the Offeror with respect to the Offered Shares. If the Offered Shares are not sold within such Ninety (90) day period on such terms, the rights of the Offerees pursuant to this Section 9.1 shall again take effect and so on from time to time.

## **ARTICLE TEN – INTENTIONALLY DELETED**

## **ARTICLE ELEVEN – PIGGYBACK RIGHT**

**11.1 "Piggyback" Rights.** In the event that an Offeror proposes to sell the Offered Shares to a third party pursuant to Article Nine (hereinafter referred to as the "Third Party"), the Offeror shall,

within Thirty (30) days following the expiry of the Ten (10) and Five (5) Business Day Periods referred to in Section 9.3, give written notice (the "Piggyback Notice") of the identity of the Third Party and the price and other material terms of the transaction to the Offeree (a "Declining Offeree") that elected not to exercise its rights to purchase such Offered Shares. The Declining Offeree may, not later than Five (5) Business Days after receipt of the Piggyback Notice, deliver to the Offeror a notice in writing invoking the provisions of this Article Eleven (a "Piggyback Demand"). The delivery by the Declining Offeree of a Piggyback Demand shall be irrevocable and shall bind the Declining Offeree to sell all but not less than all of the Shares (the "Piggyback Shares") owned by the Declining Offeree, in accordance with the provisions of this Article Eleven.

11.2 **"Piggyback Offer"**. If the Declining Offeree delivers a Piggyback Demand, then, before completing any sale, the Offeror shall cause the Third Party to deliver to the Declining Offeree a bona fide offer in writing (the "Piggyback Offer") to purchase from such Declining Offeree the Piggyback Shares. The Piggyback Offer will be binding upon the Third Party and shall contain only such terms and conditions as are identical to those upon which the Offeror proposes to sell to the Third Party the Offered Shares pursuant to Section 9.5, provided that the offer price per Piggyback Share, which shall be specified in the Piggyback Offer, shall be the same consideration as, or the cash equivalent of, the consideration per Offered Share at which the Offeror proposes to sell to the Third Party the Offered Shares pursuant to Section 9.5. The closing date and other closing arrangements for the purchase and sale transaction between the Declining Offeree and the Third Party shall be specified in the Piggyback Offer and shall be the same, mutatis mutandis, as those specified between the Third Party and the Offeror.

11.4 **Non-Exercise of "Piggyback Offer"**- Notwithstanding anything else contained in this Agreement to the contrary, the provisions of this Article Eleven shall be inoperable and of no force or effect until the later of (i) that date on which GCD owns 51% or more of the common Shares of the Corporation or; (ii) the third anniversary of the date of execution of this Agreement.

## **ARTICLE TWELVE – MATCHING BID**

12.1 **Offer**. If the Shareholders receive a bona fide written cash offer (hereinafter in this Article Twelve referred to as the "Offer"), from any person dealing at arm's length with each of the Shareholders, to purchase all of the shares of the Corporation, each Shareholder shall, within five days following receipt by him of the Offer, deliver a written notice to the other Shareholder(s) indicating whether or not he wishes to accept the Offer, together with a copy of the Offer. If any Shareholder fails to deliver such written notice to the other Shareholder(s) as aforesaid, such Shareholder shall be deemed to have delivered a notice indicating that he wishes to accept the Offer.

12.2 **Matching Bid**. If one or more Shareholder(s) holding, in aggregate, a majority of the fully-participating Shares of the Corporation then outstanding (in this Article, sometimes called the "Offeror(s)") indicate or are deemed to have indicated that they wish to accept the Offer, the Offeror(s) may, by written notice delivered to each of the Shareholder(s) who have not indicated

that they wish to accept the Offer (in this Article Twelve sometimes referred to as the "Offeree(s)") within five days following the end of the five day period referred to in Section 12.1 hereof, offer to sell to the Offeree(s) (in this Article Twelve referred to as the "Second Offer") all of the Shares of the Corporation beneficially owned by the Offeror(s) (in this Article Twelve referred to as the "Purchased Shares") on the same terms and conditions as are contained in the Offer, exclusive of any commission or similar fee payable to any broker, agent or other intermediary contemplated by the Offer. An Offeree shall be entitled to accept the Second Offer by delivering written notice of his acceptance to each of the Offeror(s) within Five (5) days of the delivery of the Second Offer by the Offeror(s).

**12.3 Acceptance of Second Offer.** If the Second Offer is accepted by one or more of the Offeree(s) within the prescribed time, then the Offeror(s) (in this Article Twelve sometimes referred to as the "Vendor(s)") shall sell to the Offeree(s) who shall have accepted the Second Offer (in this Article Twelve sometimes referred to as the "Purchaser(s)") and the Purchaser(s) shall purchase from the Vendor(s) the Purchased Shares upon the terms and conditions contained in the Second Offer, except that the transaction of purchase and sale in question shall take place on the date which is Twenty (20) days following the date upon which the last of the Offeree(s) accept(s) the Second Offer (hereinafter in this Article referred to as the "Date of Closing"). If there is more than one Purchaser, the Purchasers shall purchase the Purchased Shares pro rata to their respective beneficial ownership of fully- participating Shares of the Corporation as of the date of sending of the Second Offer by the Offeror(s).

**12.4 Non-Acceptance of Second Offer.** If no Offeree accepts the Second Offer within the prescribed time then, notwithstanding the notice otherwise delivered by the Offeree(s) to the Offeror(s) in accordance with the provisions of Section 12.2 hereof, each Offeree shall be deemed to have delivered a Notice to the other Shareholders in accordance with the provisions of Section 12.1 hereof indicating that he wishes to accept the Offer.

**12.5 Acceptance by all Shareholders.** If all of the Shareholders indicate that they wish to accept, or are deemed to have indicated that they wish to accept, the Offer, the Shareholders shall do all things necessary and sign such documents as are required to cause the Offer to be accepted and the Shareholders shall sell all of the Shares of the Corporation beneficially owned by them to the third-party offeror in accordance with the terms and conditions contained in the Offer. In such event, each Shareholder hereby irrevocably appoints each of the other Shareholder(s) as his attorney, in accordance with the Powers of Attorney Act, to execute all such documents and to do all such things as may be necessary to accept the Offer and to complete such transaction.

**12.6 Non-Exercise of "Matching Bid"**- Notwithstanding anything else contained in this Agreement to the contrary, the provisions of this Article Twelve shall be inoperable and of no force or effect until the later of (i) that date on which GCD owns 51% or more of the common Shares of the Corporation or; (ii) the third anniversary of the date of execution of this Agreement

## ARTICLE THIRTEEN – VALUATION

13.1 **Fair Market Value.** Except as otherwise expressly provided herein, for all purposes of this Agreement, "Fair Market Value" shall mean the fair market value of all the issued and outstanding Shares of the Corporation as at the Relevant Date as determined in accordance with definition of fair market value as asset out in Article 3.17 hereof.

## ARTICLE FOURTEEN – INSURANCE

14.1 **Ensuring Sufficient Funds.** The Shareholders and the Corporation hereby acknowledge that, in order to ensure that sufficient funds will be available for the purposes of Article Seven hereof, the insurance policies, particulars of which have been set forth in Schedule "A" hereto and initialed by the owner and life insured thereunder have been obtained. The Shareholders further acknowledge and agree that the provisions of this Article shall apply to any additional policy of insurance which may be obtained by the Shareholders, from time to time, provided that particulars of such additional policy are endorsed on the aforesaid Schedule "A" and initialed by the owner and life insured under each such policy.

14.2 **Maintenance of Insurance Policy.** The owner of each such insurance policy shall pay, as they become due, all premiums in connection with such insurance policy, shall maintain in good standing at all times such policy and shall not deal in any manner with such policy and, without limiting the generality of the foregoing, shall not assign, transfer, dispose of, surrender, borrow upon or in any way encumber such policy.

14.3 **Default in Payment.** If the owner of any such insurance policy defaults in the payment of any premium, then the Corporation shall (and is hereby authorized, directed and required to) pay the same as often as such default shall occur and shall be reimbursed therefor by the defaulting party. The Corporation shall be entitled to recover each amount so paid by deduction from any salary, allowance, profit or other distribution or withdrawal to which the defaulting party may at any time thereafter be entitled. If the Corporation is not provided with proof of the payment of any insurance premium, within ten (10) days after its due date, the Corporation shall be entitled to pay the said premium and be reimbursed accordingly.

14.4 **Death of Insured.** Upon the death of the life insured under any such insurance policy during the term of this Agreement, the owner of such policy shall collect the proceeds thereof as soon as possible and, shall hold such proceeds in trust and for the benefit of the payees as set out in Article 7, and shall pay and apply such proceeds or the amount thereof required towards the repayment of the Related Party Loans and the purchase price of the shares to be purchased on the Date of Closing, as defined in Article Seven.

14.5 **Departing Insured.** On the Date of Closing of any transaction of purchase and sale wherein a particular life insured (the "Departing Insured") is the vendor or the Principal of the vendor



(except upon the death or disability of such individual) or if this agreement should be cancelled with the consent of the parties or if the Corporation should be wound-up or dissolved, thereupon the ownership of the insurance policies then set out (or which should have been set out) in Schedule "A" hereto shall be transferred to the life insured thereunder who is the Departing Insured or to all of the lives insured hereunder, as the case may be, in consideration for the payment of the cash surrender value thereof, or if there be no cash surrender value, then for the sum of One Dollar (\$1.00) for each such policy, together, in each case, with the full amount of any unexpired prepaid premiums for such policy and the owner(s) shall convey, assign, transfer and make-over such policies of insurance of the person whose life is insured thereunder.

## ARTICLE FIFTEEN – GENERAL SALE PROVISIONS

**15.1 Application of General Sale Provisions.** Except as may otherwise be provided in this Agreement, the provisions of this Article Fifteen shall apply to any sale of Shares of the Corporation pursuant to Articles Seven, Eight, Nine and Ten hereof, mutatis mutandis.

**15.2 Requirements of Vendor.** On the Date of Closing, as defined in this Agreement, the Shareholder selling its Shares of the Corporation pursuant to the terms of this Agreement (also hereinafter referred to as a "Vendor") shall:

- (a) deliver to the Corporation signed resignations of the Vendor, its Principal and his nominees, if any, as a director, officer and employee of the Corporation, as the case may be;
- (b) the Vendor shall deliver or cause to be delivered to the Purchaser(s) the certificate(s) representing the Purchased Shares, duly endorsed by the Vendor for transfer or accompanied by appropriate transfers duly executed by the Vendor, together with a representation and warranty executed by the Vendor in favour of the Purchaser(s) that the Purchased Shares are owned of record and beneficially by the Vendor with a good and marketable title thereto, free and clear of any mortgage, lien, charge, pledge, hypothecation, security interest, encumbrance, restriction, covenant, right, demand or adverse claim of any kind;
- (c) deliver to the Corporation a release by each of the Vendor, its Principal and his nominees, if any, of all his claims against the Corporation with respect to any matter or thing arising up to and including the Date of Closing which the Vendor, its Principal or any such nominee knew or ought to have known in his capacity as a director, officer, shareholder, employee or creditor of the Corporation, or as a party to this agreement, as the case may be, provided however, that such release shall not relate to any indebtedness of the Corporation to the Vendor being purchased by the Purchaser hereunder or any indebtedness of the Corporation on account of accrued and unpaid salary, expenses, pension or other employee benefits or any claims

which might arise out of the transactions of purchase and sale herein contemplated;

- (d) deliver to the Shareholder(s) purchasing the Vendor's Shares of the Corporation, their Principal(s), the Purchaser(s)' nominees, all directors of the Corporation and all other parties to this agreement, other than the Corporation, a release by the Vendor, its Principal and each of his nominees, if any, of all of his claims against such parties relating to matters the Vendor, its Principal or any such nominee knew or ought to have known in his capacity as a shareholder, director or officer of the Corporation or as a party to this agreement, except for any claims which might arise out of the transactions of purchase and sale herein contemplated.

**15.3 Requirements of Purchaser.** On the Date of Closing, the Shareholder(s) purchasing the Vendor's Shares of the Corporation (hereinafter referred to as the "Purchaser(s)") shall:

- (a) deliver to the Vendor, its Principal and his nominees, if any, a release by the Purchaser(s) and their nominees, if any, with respect to those matters which any of the Purchaser(s) or their nominees knew or ought to have known in their capacity as a Director, Officer or Shareholder of the Corporation, or as a party to this Agreement, of their claims against each of the Vendor, its Principal and his nominees, if any, in his capacity as a Shareholder, Director or Officer of the Corporation, except for any claims which may arise out of the transactions of purchase and sale herein contemplated; and
- (b) cause the Corporation to deliver to the Vendor, its Principal and his nominees, if any a release by the Corporation of all its claims against the Vendor, its Principal and his nominees, if any with respect to any matter or thing which the books and records of the Corporation reflect or which was done in the ordinary course of the Corporation's business and arising as a result of the Vendor or any such nominee being a Shareholder, Director, Officer or Employee of the Corporation, as the case may be.

**15.4 Vendor Indebted to Corporation.** If, on the Date of Closing, the Vendor or its Principal or any Permitted Transferee of such Vendor or Principal is indebted to the Corporation in an amount recorded on the books of the Corporation and verified by the external accountants of the Corporation, the Purchaser(s) shall have the right to pay or satisfy all or any portion of such indebtedness and to receive and take credit against the purchase price for the Purchased Shares for the amount so paid on account of the indebtedness. Such amount so paid or satisfied shall reduce that portion of the purchase price payable on the Date of Closing and thereafter shall reduce payments on account of the said purchase price in order of maturity.

**15.5 Failure to Complete Transaction.** If the Vendor is not present on the Date of Closing, or is present but fails for any reason whatsoever to comply with Section 15.2 or any other relevant

requirements hereof, in addition to and without limitation to any other rights it may have at law, the Purchaser(s) may make payment of the amount payable pursuant to Articles Seven, Eight, Nine or Ten, as the case may be by depositing such amount into a special interest-bearing account at a branch of the Corporation's bankers in the name of the Vendor. Such deposit shall constitute valid and effective payment of such amount to the Vendor, even though the Vendor has voluntarily encumbered or disposed of any of the Shares of the Corporation to be sold to the Vendor to be so assigned and notwithstanding the fact that a certificate or certificates representing any such Shares of the Corporation may have been delivered to any pledgee, transferee or other person.

**15.6 Promissory Note.** On the Date of Closing, the Purchaser(s) shall deliver to the Vendor a non-negotiable promissory note as evidence of the unpaid balance of the purchase price for the Purchased Shares and the terms of payment thereof, in a form reasonably satisfactory to the Vendor.

**15.7 Prepayment.** If not in default hereunder, the Purchaser(s) shall have the privilege of prepaying the whole or any part of the unpaid balance of the purchase price for the Purchased Shares at any time or times, without notice or bonus, upon paying accrued interest to the date of prepayment. Any and all prepayments shall be applied against instalments of the unpaid balance of the said purchase price in reverse order of maturity.

**15.8 Default in Payment.** If the Purchaser defaults in any payment of the unpaid balance of the purchase price for the Purchased Shares or in the performance of any covenant then, without prejudice to any other rights which the Vendor may have, the whole unpaid balance of such purchase price shall, at the option of the Vendor exercised by the giving of written notice to that effect to the Purchaser, immediately be accelerated and become due and payable in full.

**15.9 Covenants of the Parties.** From and after the occurrence of an event giving rise to a transaction of purchase and sale to which this Article applies until the Date of Closing, the Shareholders shall not do, nor cause, nor permit to be done anything except that which is in the ordinary course of business of the Corporation. Further, the parties hereto covenant and agree that from and after the occurrence of an event giving rise to a transaction of purchase and sale pursuant to the terms hereof, they shall do all things necessary or desirable to cause the transaction of purchase and sale to be completed as soon as possible.

**15.10 No Joint Liability.** For greater certainty, the parties hereto acknowledge and agree that the Purchasers in any transaction of purchase and sale contemplated in this agreement are not jointly liable for the payment of the purchase price for the Purchased Shares but are only liable for their proportionate share thereof.

**15.11 Payments Required by Vendor.** From and after the Date of Closing of any transaction of purchase and sale to which this Article applies, the Vendor covenants and agrees to pay to the Purchaser(s) forthwith upon demand (and the Purchaser(s) has the right to set off any amount owing to it hereunder against any balance of the purchase price for the Purchased Shares) a proportionate

amount of the following amounts, the proportion to be equal to the ratio which the number of fully-participating Shares of the Corporation sold by the Vendor to the Purchaser(s) bear(s) to the total number of issued and outstanding fully-participating Shares of the Corporation at the time of such sale:

- (a) Any and all debts, liabilities and contracts, whether contingent or otherwise (including any liability for federal, provincial, sales, excise, income or other taxes of the Corporation) either (i) existing on the Date of Closing or incurred prior to that time and not disclosed in or included in the most recent financial statements of the Corporation; or (ii) incurred since the date of such financial statements in respect of the period prior to the Date of Closing by the Corporation other than in the ordinary course of business and not incurred solely as a result of the action or lack of action of the Purchaser(s); and
- (b) an amount equal to any assessment or re-assessment for income tax, sales tax or any other governmental levies or duties plus any interest and penalties for any period up to the Date of Closing, provided that such assessment or re-assessment has not been caused solely by the actions or inactions of the Purchaser(s) and provided that the amount thereof is not reflected in the most recent financial statements of the Corporation.

**15.12 Date of Closing.** For the purposes of this Agreement the closing of any transaction of purchase and sale contemplated in Articles Seven, Eight, Nine or Ten shall take place at the offices of the solicitors for the Purchaser(s) at 2:00 p.m. on the Date of Closing or at a place and time as otherwise mutually agreed by the parties.

## ARTICLE SIXTEEN – ARBITRATION

**16.1 Arbitration.** If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Toronto Region, upon the application of any of the said parties and a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Toronto Region shall be entitled to act as such arbitrator, if he so desires. The arbitration shall be held in the Municipality of Metropolitan Toronto. The procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitrations Act (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board of arbitration, howsoever

constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## ARTICLE SEVENTEEN – NON-COMPETITION ARRANGEMENTS

**17.1 Shareholder and Principal Covenants.** Without the prior written consent of each Principal, each Shareholder and Principal covenants and agrees with the other parties bound hereby and with the Corporation NOT TO:

- (a) *Non-deal and non-solicit:* carry on or be engaged, concerned or interested in or assist any business which is in competition with the Business carried on by the Corporation as more particularly described in Schedule “B” either seek to procure orders from, or do business with, or procure directly or indirectly any other person to procure orders from or do business with, any person who has been a client or customer of the Corporation at any time during the period of twelve (12) before the date of this Agreement;
- (b) *Non-poach:* in connection with the Business carried on by the Corporation as more particularly described in Schedule “B”, engage, employ, or contact with a view to the engagement or employment by any person, any employee, officer or manager of the Corporation or any person who has been an employee, officer or manager of the Corporation in the twelve (12) months before the date of this Agreement in either case where the employee, officer or manager either as a part of his duties is privy to Confidential Information or would be in a position to exploit the connections of the Corporation;
- (c) *Non-interfere with customers and others:* do or say anything which is harmful to the reputation of the Corporation or which may lead any person to cease to deal with the Corporation on substantially equivalent terms to those previously offered or at all; or
- (d) *Non-interfere with suppliers and others:* seek to contract with or engage (in such a way as to adversely affect the Business as carried on by the Corporation at the date of this Agreement and as more particularly described in Schedule “B”) any person who has been contracted with or engaged to manufacture, assemble, supply or deliver products, goods, materials or services to the Corporation at any time during the period of twelve (12) months before the date of this Agreement.
- (e) It is agreed between the Parties that, while the restrictions set out above are considered fair and reasonable, if it should be found that any of the restrictions be void or unenforceable as going beyond what is fair and

reasonable in all the circumstances and if by deleting part of the wording or substituting a shorter period of time or different geographical limit or a more restricted range of activities for any of the periods of time, geographical limits or ranges of activities set out in this Section 17.1 it would not be void or unenforceable, then there shall be substituted such next less extensive period or limit or activity or such deletions shall be made as shall render this Section 17.1 valid and enforceable.

- (f) Until such time as GCD has acquired all of the Shares in the capital of the Corporation, GCD agrees that it shall refrain from expanding, establishing or purchasing another business which is detrimental to the Business of the Corporation or which would impair the ability of the parties to fulfil the requirements of Article Threc A set out hereinabove.

#### 17.2 Specific Non-Competition Covenants.

- (a) DEL and its Affiliated corporations acknowledge that GCD and its Affiliated corporations currently carry on an upfitting business as more particularly described in Schedule "B" and GCD acknowledges that DEL and its Affiliated corporations currently carry on an upfitting business. The Parties hereto acknowledge and agree that the specific upfitting businesses shall be entitled to continue and they shall not be in breach of the covenants set out in Article 17.1 above. GCD and its Affiliated corporations covenant not to expand or establish any business as set out in Schedule "B" in Ontario which would be prohibited without the consent of the Principals in accordance with schedule "B" during the currency of this agreement and for a period of two (2) years thereafter if this Agreement is terminated before the Related Party Loan has been fully repaid. DEL and its Affiliated Corporations covenant not to expand or establish any business as set out in Schedule "B" in Ontario which would be prohibited without the prior consent of the Principals in accordance with schedule "B" during the currency of this agreement and for a period of two (2) years thereafter if this Agreement is terminated before the Related Party Loan has been fully repaid.
- (b) GCD and its Affiliated corporations shall not expand their businesses or establish any new businesses outside of Ontario during the currency of the Agreement and for a period of two (2) years thereafter which may be prohibited or require the prior consent of the Principals as set out in Schedule "B" if the Related Party Loan has not been fully repaid, without the consent in writing of MARTIN.
- (c) Each of DEL and GCD and their respective Affiliated corporations acknowledge the existing competitive business carried on by the other parties

hereto. Each party hereto covenants that neither it nor its Affiliated corporations will extend its Affiliated Corporations' suite of product offerings during the currency of this agreement and for a period of two (2) years thereafter other than as may be permitted in accordance with Schedule "B" attached hereto.

- (d) GCD covenants that neither it nor its Affiliated corporations will pursue or enter into a pool agreement with General Motors of Canada, Ford or Fiat – Chrysler during the currency of this Agreement and for a period of two years thereafter if the Related Party Loan has not been fully repaid.
- (e) Notwithstanding the above specific covenants and agreements set out in section 17.2 and the general covenants and agreements set out in section 17.1, Each Party hereto and their respective Affiliated Corporations agree that the more specific restrictions and particulars of their respective businesses and their locations as set out in Schedule "B" attached hereto shall override the generalities set out above regarding the aforesaid restrictive covenants.
- (f) Each Party hereto and their respective Affiliated Corporations acknowledge and agree that in the event of any inconsistencies between the provisions contained in Article Seventeen and the provisions contained in Schedule "B" attached hereto, the provisions of Schedule "B" attached hereto shall prevail and be paramount to the extent of the inconsistency.

**17.3 Shareholder Acknowledgment.** The covenants made in Article Seventeen hereof are made by each Shareholder and Principal acknowledging that they have specific knowledge of the affairs of the Corporation and that the Corporation carries on and intends to carry on business throughout the geographic area specified in Article Seventeen hereof. If any of the covenants therein contained shall be held unreasonable by reason of the area, duration or type or scope of service covered by the said covenant, then the said covenant shall be given effect to in such reduced form as may be decided by any court of competent jurisdiction. Each Shareholder and Principal hereby acknowledges that all restrictions hereinbefore contained are reasonable and valid and all defences to the strict enforcement of all or any portion thereof are hereby waived. In the event that any clause or portion of any such covenant should be unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of the covenant or of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

**17.4 Protection of Personal Information and Consents to Use of Personal Information.** The parties hereto recognize that any information concerning the principals, and the officers and directors of the corporation may be subject to the requirements of the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5 and other laws governing privacy.

The Corporation, the Shareholders and the Principals for themselves as principals, as the owners of the Shareholders, and to the extent that they are officers and directors of the Corporation, as officers and directors of the Corporation hereby consent to the collection, use and disclosure of the information about them as may be required for the following purposes, in order facilitate the purposes of this agreement and facilitate and promote the ongoing business operations of the Corporation:

1. For reporting purposes to any trade or professional association governing the Corporation or any investigative body having authority over the Corporation to the extent that such information is required to be reported to such association or body;
2. As required by law;
3. As required in order to obtain financing for the Corporation;
4. As required to obtain business contracts for the Corporation;
5. In connection with any proposed sale of Shares of the Corporation or of substantially all of the assets of the Corporation to any third party in accordance with the terms of this Agreement;
6. In connection with obtaining employee benefits, in obtaining insurance as required by this agreement;
7. In connection with any outsourcing of information by the corporation to third party suppliers of information processing services, including, without limitation, payroll, health benefits, insurance and pension plan benefits to the extent necessary to provide such services.
8. For the internal operational purpose of the Corporation and to facilitate communications between the Principals, the Shareholders and the Corporation;
9. For any purpose required or permitted under the Personal Information Protection and Electronic Documents Act, 2000, c. 5; and
10. To the individual to whom the information relates or to any other party with the consent of that individual subject to and in accordance with the terms of the Personal Information Protection and Electronic Documents Act, 2000, c. 5.

**17.5 Privacy and Personal Information.** Each of the Parties hereto acknowledges that through contact with the other Parties hereto, in the course of performing its duties contemplated by this Agreement, it will become aware of Personal Information (as such term is defined in the Personal Information Protection and Electronic Documents Act, 2000, c.5) of the parties hereto who are individuals and Personal Information of other individuals for which the parties hereto are responsible.

Except as expressly permitted in section 17.4 of this Agreement, each of the parties hereto agrees and covenants with each of the parties hereto that it will not, without the prior written consent of such other party, disclose or make available the Personal Information of such other Party or any portion thereof to any other person or entity except for designated employees or agents of the



disclosing party who have a need to access the Personal Information in connection with the use thereof for the purposes of the Corporation or for the purposes directly related to fulfilling or complying with the terms of this Agreement, or other parties with the specific prior written authorization of the party who is responsible for such Personal Information. No employee or agent shall be designated by the Purchaser to access the Personal Information unless such employee agrees to hold the Personal Information in confidence and limit use of the Personal Information to the uses permitted hereby in accordance with a written covenant at least as restrictive as the covenant given by the Purchaser contained in this s. 17.5.

Each party agrees that the Personal Information provided to it by the other parties shall only be used for such purposes as are specified by herein that such party shall not sell, trade, barter, disclose or transfer such Personal Information to any other party or to use the Personal Information for any other purpose other than the purposes permitted by this Agreement. Each party will follow all rules and regulations of the party who is responsible for the Personal Information disclosed or transferred to it by any other party to this Agreement from time to time with respect to use, retention and destruction of Personal Information for which that other party is responsible.

From time to time, the parties hereto shall execute such further agreements to hold in confidence Personal Information of others disclosed or transferred to such party by the Corporation as may be required by the Corporation.

## ARTICLE EIGHTEEN – GUARANTEE

18.1 **Guarantee.** Each Principal hereby unconditionally guarantees that the Shareholder of which he is the Principal and STANG INC. hereby unconditionally guarantees that GCD will duly and punctually observe and perform all of the covenants and obligations on its part to be observed and performed pursuant to the provisions of this Agreement or pursuant to any instrument or agreement delivered pursuant to or contemplated by this Agreement and hereby undertakes and agrees to indemnify and save harmless the other Shareholders and Principals from and against all liability, harm, loss, costs, charges, damages and expenses of any nature whatsoever (including legal fees on a solicitor and client basis) occasioned by any act or default of the Shareholder of which he is the Principal or with which it is associated contrary to such covenants and obligations or which may be incurred, suffered or sustained by reason of any failure to observe and perform all or any of such covenants and obligations.

18.2 **Continuing Guarantee.** This guarantee shall be continuing, unconditional and irrevocable and a fresh cause of action shall be deemed to arise in respect of each such default. Without limiting the generality of the foregoing, the obligations of each Principal or STANG INC. hereunder shall not be released, discharged, impaired or in any way affected by any extensions of time, indulgences or modifications granted by any party in favour of another, to enforce any of the terms or provisions of this Agreement or by the bankruptcy, insolvency, dissolution, amalgamation, winding-up or reorganization of the Corporation, or the Shareholder of which he is the Principal or with which it is

associated or by any other act or proceeding in relation to the Corporation, the Shareholder of which he is the Principal or with which it is associated or this Agreement whereby the Principal or Guarantor might otherwise be released or exonerated, and each Principal and the Guarantor hereby waives any right to require the Shareholders, the Principals and Guarantor to exercise or exhaust any action or recourse against any other party before requiring performance by such Principal or Guarantor pursuant to this guarantee.

## **ARTICLE NINETEEN – UNANIMOUS SHAREHOLDERS' AGREEMENT**

19.1 **Removal of Directors' Powers, Duties, etc.** So long as this Agreement is in force, and to the extent that this Agreement specifies that any matters may only be or shall be dealt with or approved by or shall require action by the shareholders, the Directors of the Corporation shall be relieved of all of their rights, duties, powers, obligations and discretions as directors with respect to the management of the business and affairs of the Corporation including, without limitation, all of their rights, duties, powers, obligations and discretions as directors pursuant to the provisions of the Corporation's incorporating statute and all such rights, duties, powers, obligations and discretions removed from the Directors shall be entrusted to the Shareholders.

19.2 **Article Three Not to be Changed.** Article Three and this Article shall not be amended, altered, qualified or terminated unless and until thirty (30) days' prior written notice shall have been given to all of the Directors of the Corporation by registered mail addressed to their latest address as shown in the records of the Corporation, or all of the Directors of the Corporation have given their prior written consent to such amendment, alteration, qualification or termination.

## **ARTICLE TWENTY – GENERAL CONTRACT PROVISIONS**

20.1 All share certificates of the Corporation shall have the following legend endorsed thereon forthwith after the execution of this Agreement and from time to time thereafter:

"The transfer of shares represented by this certificate is subject to an agreement dated the 30<sup>th</sup> day of April, 2018, made among **DEL EQUIPMENT LIMITED, GCD HOLDINGS (2017) LIMITED, PAUL H. MARTIN, LUC STANG, STANG HOLDINGS INC. and DEL EQUIPMENT INC.**"

20.2 **Notices.** All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

if to DEL: 139 Laird Drive  
Toronto, Ontario, M4G 3V6  
if to GCD: 51 Marine Drive

Callander, Ontario, P0H 1H0  
 if to MARTIN: 139 Laird Drive  
 Toronto, Ontario, M4G 3V6  
 if to STANG: 51 Marine Drive  
 Callander, Ontario, P0H 1H0  
 if to the Corporation: 139 Laird Drive  
 Toronto, Ontario, M4G 3V6

or at such other address as may be given by such person to the other parties hereto in writing from time to time. If any party bound hereby or any permitted Transferee of Shares hereunder shall not have given the parties hereto Notice setting forth an address for the giving of Notices, the Notice for such person shall be deemed to have been properly given if given in accordance with the terms hereof as if given to the Transferor(s) of such Shares.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

**20.3 Additional Documents.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

**20.4 Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

**20.5 Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

**20.6 Entire Agreement.** This agreement constitutes the entire Agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Schedules "A", "B" and "C" referred to herein are incorporated herein by reference and form part of the Agreement.

**20.7 Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties

and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

20.8 **Currency.** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

20.9 **Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

20.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

20.11 **Gender.** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

20.12 **Calculation of Time.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

20.13 **Legislation References.** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

20.14 **Extended Meaning of "Shares".** Any reference to Shares of the Corporation means Shares in the capital of the Corporation, as such Shares exist at the close of business on the date of execution and delivery of this Agreement; provided that in the event of a subdivision, redivision, reduction, combination or consolidation, then a reference to Shares of the Corporation shall thereafter mean the Shares resulting from such subdivision, redivision, reduction, combination or consolidation.

20.15 **Severability.** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

**20.16 Termination of Prior Agreements.** All Agreements among some or all of the parties hereto regarding the organization and affairs of the Corporation and/or the sale of any Shareholder's Shares of the Corporation under certain circumstances, whether written or oral, are hereby terminated.

**20.17 Transmission by Facsimile.** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties have duly executed this Shareholder Agreement this 30<sup>th</sup> day of April, 2018.

**DEL EQUIPMENT LIMITED**

Per:   
Paul H. Martin, President  
I have authority to bind the Corporation

**GCD HOLDINGS (2017) LIMITED,**

Per:   
Luc Stang, President and Secretary-Treasurer  
I have authority to bind the Corporation

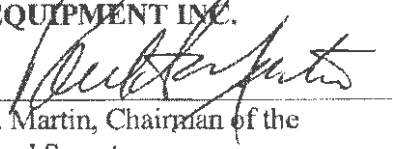
\_\_\_\_\_  
Witness

  
**PAUL H. MARTIN**

\_\_\_\_\_  
Witness


  
**LUC STANG**

**DEL EQUIPMENT INC.**

Per:   
Paul H. Martin, Chairman of the Board and Secretary  
I have authority to bind the Corporation

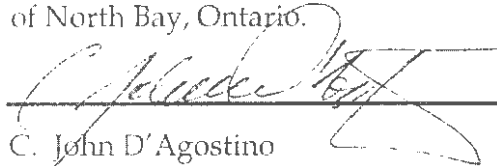
Per:   
Luc Stang, President  
I have authority to bind the Corporation

**STANG HOLDINGS INC.**

Per:   
Luc Stang, President and Secretary-Treasurer  
I have authority to bind the Corporation

**TAB D**

Exhibit "D" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



---

C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
200 Fisher Street, North Bay, Ont, P1P 2C8  
LSUC No. 33213Q



## FULL AND FINAL MUTUAL RELEASE

**RE: All matters pertaining to DEL EQUIPMENT INC. including without limitation its ownership, management, control, operating and financing**

WHEREAS the Paul Martin and DEL Equipment Limited (the "Martin Group") and Luc Stang, GCD Holdings (2017) Limited, Gincor Industries Inc. and Stang Holdings Inc. (the "Stang Group") entered into a shareholders' agreement dated April 30, 2018 (the "Shareholders' Agreement") relating to their rights and obligations in respect of the ownership, management and control of DEL EQUIPMENT INC.;

AND WHEREAS each of the Martin Group and the Stang Group (hereinafter the "Parties") have agreed to separate their interests and cease their joint operation and control of DEL EQUIPMENT INC.

NOW THEREFORE In consideration of the sum of \$2.00, and other good and valuable consideration paid by each of the Parties to the other, the receipt and adequacy of which is hereby acknowledged by each said Party, the Parties hereby acknowledge and agree as follows:

A. Each Party releases remises and forever discharges each other Party, together with their respective successors, assigns, officers, directors, shareholders and related, associated or affiliated entities and individuals, from and against all manner of actions, claims, suits, debts, covenants and demands, of any kind, including but not limited to all matters arising from or out of the Shareholders' Agreement, howsoever arising, up to the date hereof, from and against the matters set forth above, SAVE AND EXCEPT FOR THE FOLLOWING ITEMS, ONLY WHICH SHALL NOT BE FULLY AND FINALLY RELEASED:

1. Any trade payables and receivables, in the normal course, for products or services invoiced between the Stang Group and the Martin Group, including each of their affiliated or related companies; and
2. Purchase orders / sales orders, in the normal course, for products or services between the Stang Group and the Martin Group including each of their affiliated or related companies.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Parties hereto declare that the intent of this Full and Final Mutual Release is to conclude all issues arising from the matters set forth above.

B. AND FOR THE SAID CONSIDERATION the Parties hereby represent and warrant that they have not assigned to any person, firm, or corporation any of the actions,

causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Full and Final Release.

C. AND FOR THE SAID CONSIDERATION it is agreed and understood that the PARTIES, or any of them, will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, from the Parties discharged by this Full and Final Mutual Release in connection with the matters being released herein. IT IS AGREED AND UNDERSTOOD that if any of the Parties commence such an action or application, or take such proceedings, and any of the Parties are added to such proceeding in any manner whatsoever, whether justified in law or not, that initiating Party or those Parties will immediately discontinue the proceedings and/or claims, and such initiating Party or those Parties will be jointly and severally liable to that Party or those Parties so joined, for the legal costs incurred in any such proceeding, on a solicitor and his own client scale. This Full and Final Mutual Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by all of the Parties hereto with respect to the matters covered by this Full and Final Mutual Release. This Full and Mutual Final Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by that party or those parties in any subsequent action that the other parties in the subsequent action were not privy to formation of this release.

D. AND IT IS HEREBY DECLARED that the terms of the underlying settlement are fully understood, that the consideration stated herein is the sole consideration for this Full and Final Mutual Release and that the said payments are accepted voluntarily for the purpose of making full and final compromise in settlement of all claims and proceedings advanced between, or against the Parties, now or hereafter brought, for damages, loss or injury in respect of the matters set forth above.

E. IT IS UNDERSTOOD AND AGREED that this Full and Final Mutual Release may be executed in two or more counterparts and delivered by pdf, fax or other form of electronic delivery, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same instrument, notwithstanding their date of actual execution.

F. AND IT IS FURTHER UNDERSTOOD AND AGREED that the fact and terms of this Full and Final Mutual Release and the settlement underlying it will be held in confidence other than its bankers and advisors and will receive no publication either oral or in writing, directly or indirectly, by the Parties, unless deemed essential on auditors' or accountants' written advice for financial statement or income tax purposes, or for the purpose of any judicial proceeding, in which event the fact that the settlement agreement is made without any admission of liability will receive the same publication contemporaneously.

IN WITNESS WHEREOF the parties have duly executed this FULL AND FINAL MUTUAL RELEASE.

DIESEL EQUIPMENT LIMITED

Per: *Paul H. Martin*  
Paul H. Martin, President

I have authority to bind the Corporation

*Gene Evans Martin*  
Witness

*Paul H. Martin*  
PAUL H. MARTIN

DEL EQUIPMENT INC.

Per: *Paul H. Martin*

Paul H. Martin, Chairman of the Board and Secretary

I have authority to bind the Corporation

Per: *Luc Stang*  
Luc Stang, Chief Executive Officer and President

I have authority to bind the Corporation

*U. Boster*  
Witness


*Luc Stang*  
LUC STANG

**GCD HOLDINGS (2017) LIMITED**

Per:   
Luc Stang, President

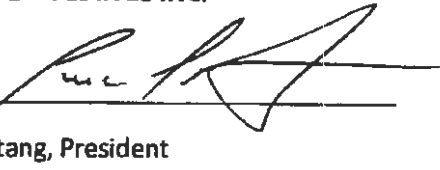
I have authority to bind the Corporation

**GINCOR INDUSTRIES INC.**

Per:   
Luc Stang, President

I have authority to bind the Corporation

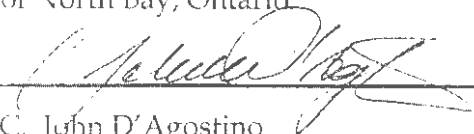
**STANG HOLDINGS INC.**

Per:   
Luc Stang, President

I have authority to bind the Corporation

# T A B L E

Exhibit "E" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario

  
\_\_\_\_\_

C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
255 Dufferin Street, North Bay, Ont, P1A 2C8  
LSUC No. 332130

**Sublease of Part of Premises**

**SUBLEASE**

**Made as of April 9, 2018**

Between

**210 HARRY WALKER HOLDINGS INC.**  
as Sub landlord

and

**DEL EQUIPMENT INC**  
as Sub tenant

**SUBLEASE**

THIS SUBLEASE is made as of the 9<sup>th</sup> day of April 2018, between

**210 HARRY WALKER HOLDINGS INC.**

as Sublandlord

and

**DEL EQUIPMENT INC**

as Subtenant

**RECITALS**

A. By a lease dated the 26<sup>th</sup> day of November, 2017 (the "Head Lease") made between TILZEN HOLDINGS LIMITED, as landlord (the "Head Landlord"), and the Sublandlord, as tenant, the Head Landlord leased to the Sublandlord certain premises (the "Premises") comprised of the lands described as 210 Harry Walker Parkway North, Newmarket, Ontario and the building located thereon with approximately 105,402 square feet (the "Building") and more particularly described therein, for a term of Ten (10) years from December 1, 2017;

B. The Sublandlord has agreed to sublease to the Subtenant a portion of the Premises (the "Subpremises") as indicated on Schedule "A" attached hereto on the terms and conditions contained herein. The Parties may amend the square footage allocated and/or the rent paid by the sub-tenant based on the respective needs once manufacturing processes have been steamlined. The Sub-Landlord and Sub-Tenant will need to mutually agree to the reallocation of space, with parties acting reasonably; and



C. If applicable, the consent of the Head Landlord to this Sublease has been obtained pursuant to the terms of the Head Lease.

**FOR VALUE RECEIVED**, the parties agree as follows:

#### **ARTICLE 1- SUBLEASE**

- (1) The Sublandlord hereby subleases the Subpremises to the Subtenant on the terms and conditions contained in this Sublease.
- (2) The Subtenant acknowledges that:
  - (a) it has inspected the Subpremises prior to taking possession thereof;
  - (b) except as specifically provided in this Sublease, the Subpremises are being accepted in an "as is" condition and the Sublandlord is not responsible for performing any leasehold improvements or other work and the Sublandlord makes no representations or warranties as to the state of the Subpremises;
  - (c) the taking of possession of the Subpremises is conclusive evidence as against the Subtenant that, at the time of possession, the Subpremises were acceptable;
  - (d) it has received a copy of the Head Lease and agrees to abide by its terms as provided for therein, subject to any exceptions contained herein; and
  - (e) all capitalized words and phrases in this Sublease and not defined herein have the meanings given to them in the Head Lease.

#### **ARTICLE 2- TERM**

The term of this Sublease shall be for a period of Ten (10) years commencing on the 1<sup>st</sup> day of December 2017 (the "Commencement Date") and continuing up to and including the 30<sup>th</sup> day of November 2027 (the "Term").

## ARTICLE 3- RENT

### Section 3.1 Basic Rent

(1) The Subtenant agrees to pay the Sublandlord without deduction, abatement or set-off an annual basic rent ("Basic Rent") in accordance with the attached Schedule "A", payable in equal consecutive monthly instalments on the 1<sup>st</sup> day of each month during the Term.

### Section 3.2 Additional Rent

(1) From and after the Commencement Date, the Subtenant shall pay to the Sublandlord or as the Sublandlord otherwise directs, all amounts that the Sublandlord is required to pay to the Head Landlord under the Head Lease as additional rent ("Additional Rent"), including, without limitation, the following:

- (1) the Subtenant's Proportionate Share of all Taxes payable by the Sublandlord under the Head Lease or otherwise levied upon the Sublandlord in connection with its lease of the Subpremises;
- (2) the Subtenant's Proportionate Share of all Operating Costs payable by the Sublandlord under the Head Lease. Subtenant's Proportionate Share of the Tenant's share of Taxes and the Tenant's Proportionate Share of Operating Costs, all as defined in the Head Lease.;
- (3) all taxes levied, rated, charged or assessed in respect of fixtures and improvements installed in or to the Subpremises and on all moveable trade fixtures, furniture and equipment in or on the Subpremises;
- (4) every tax, rate, duty, assessment and licence fee in respect of any and every business conducted on or from the Subpremises and on account of the use or occupancy of the Subpremises by the Subtenant, including, without limitation, all business taxes, rates and licences;
- (5) all rates or charges for telephone, water, electricity, gas or other public utilities supplied to the Subpremises (including works and services in connection therewith) as well as any municipal sewer charges or levies.

Provided that the Subtenant's use of any utilities that are not separately metered for the Subpremises is consistent with the normal use of for the Building, the Subtenant's share of such utility charges shall be Subtenant's Proportionate Share of all such costs in respect of the Premises payable by the Sublandlord under the Head Lease. If the Subtenant has excessive use of any such utilities the Sublandlord may make such allocation as is reasonable in the circumstances;

- (6) all premiums for insurance required to be effected by the Subtenant hereunder and its share of the premiums for insurance effected by the Sublandlord with respect to the Building;
- (7) its share of the costs payable by the Sublandlord under the terms of the Head Lease relating to the repair and maintenance of the Building, and all costs associated with the repair and maintenance of leasehold improvements in the Subpremises; and
- (8) any multi-stage sales tax levied or imposed by the federal and/or provincial government, whether in the form of a harmonized sales tax, goods and services tax, a value-added tax, a national sales tax or business transfer tax (collectively "Sales Tax") to the extent that any such tax is imposed on any Basic Rent or Additional Rent or any portion thereof payable by the Subtenant under this Sublease.
- (9) The "Subtenant's Proportionate Share" shall be the fraction, the numerator of which is the area of the Subpremises and the denominator of which is the area of the Premises. Except as otherwise provided herein, the Subtenant's obligations with respect to all sums payable under the Head Lease shall be calculated by multiplying the amount payable by the Sublandlord pursuant to the Head Lease by the Subtenant's Proportionate Share.
- (10) All such amounts (except for Sales Tax) shall be Additional Rent for the purposes of this Sublease and shall be payable on the date and in the manner set out in the Head Lease. If and so often as the Subtenant neglects

or omits to pay all or any portion of the amounts payable as Additional Rent when the same become due and payable, the Sublandlord shall be entitled to pay the same and collect the same from the Subtenant as rent hereby reserved and in arrears. Notwithstanding that Sales Tax is not Additional Rent, the Sublandlord shall have the same rights and remedies against the Subtenant in the event of any failure by the Subtenant to pay the same as it has for a failure by the Subtenant to pay Additional Rent.

### Section 3.3 Deposits

- (1) The Sublandlord acknowledges receipt of deposit to be applied to the last months of Basic Rent accruing hereunder.
- (2) Before being entitled to occupy the Subpremises, the Subtenant shall pay to the Sublandlord a deposit in the sum of one month's rent, in accordance with Schedule "A" attached hereto (the "Security Deposit"), to be held by the Sublandlord as security for the performance by the Subtenant of all the covenants, obligations and agreements herein to be observed and performed by the Subtenant. If the Subtenant shall default in observing or performing any of such covenants, obligations or agreements the Sublandlord may, at its option and upon ten (10) days written notice to the Subtenant, appropriate and apply the Deposit, or so much of it as may in the Sublandlord's sole discretion and opinion be necessary, to compensate the Sublandlord for any Basic Rent or Additional Rent outstanding and for loss or damage suffered or sustained by the Sublandlord arising out of or in connection with such default by the Subtenant. Upon demand of the Sublandlord following any such appropriation the Subtenant shall pay to the Sublandlord an amount sufficient to restore the total original amount of the Deposit. Prior to the expiry of the Term the Sublandlord shall inspect the Subpremises and advise the Subtenant of any state of non-repair of or damage to the Subpremises and on the estimated cost of repair and restoration. The Sublandlord may apply the Deposit, *pro tanto*, to the estimated cost of repair and restoration. So long as the Subtenant is not then in default of any of its covenants, obligations or agreements under the Lease, so much of the Deposit as then remains unappropriated in the Sublandlord's possession shall be returned to the

Subtenant. In the event of a transfer or assignment of this Lease by the Sublandlord, the Sublandlord may transfer the Deposit or so much thereof as shall then remain, to the transferee or assignee and thereupon the Sublandlord shall be freed and discharged from any further liability in connection with the Deposit.

### **Section 3.4 Adjustment of Rent**

If the Term commences on any day other than the first day of a month or ends on any day other than the last day of a month, Basic Rent and Additional Rent, if any, for such fraction of a month shall be adjusted on a per diem basis, based upon a period of 365 days.

## **ARTICLE 4 – SUBTENANT’S COVENANTS**

The Subtenant covenants with the Sublandlord as follows:

- (1) to pay the Basic Rent and Additional Rent and all Sales Tax imposed thereon, as provided for herein;
- (2) to perform and observe all covenants to be observed and performed by the Sublandlord under the Head Lease relating to the Subpremises other than the covenant to pay Base Rent thereunder. The Subtenant shall not do or cause to be done or suffer or permit any act to be done that would or might cause the Head Lease, or the rights of the Sublandlord as tenant under the Head Lease to be endangered, cancelled, terminated, forfeited or surrendered or which would or might cause the Sublandlord to be in default thereunder or liable for any damage, claim or penalty. The Subtenant hereby agrees to defend, indemnify and hold the Sublandlord harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including those in connection with bodily injury (including death), personal injury or damage to property) arising from or out of the occupancy or use by the Subtenant of the Subpremises or occasioned wholly or in part by a default by the Subtenant of its obligations under this Sublease, or by any act or omission of the Subtenant, its officers,

employees, agents, contractors, invitees, licensees or by any person permitted by the Subtenant to be on the Subpremises, or due to or arising out of any breach by the Subtenant of this Sublease. If the Sublandlord shall, without fault on its part, be made a party to any litigation commenced by or against the Subtenant, then the Subtenant shall protect, indemnify and hold the Sublandlord harmless in connection with such litigation. The Sublandlord may at its option participate in any litigation or settlement discussions relating to the foregoing; and

- (3) without limiting the generality of subparagraph (2) of this Article 4, the Subtenant covenants with the Sublandlord to take out and maintain from and after the earlier of the date the Subtenant takes occupancy of the Subpremises and the Commencement Date in the names of the Subtenant, the Sublandlord and the Head Landlord and every mortgagee of the Premises, insurance in accordance with the obligations of the Sublandlord under the Head Lease. All policies required to be obtained by the Subtenant shall contain a waiver of subrogation by the insurer in favour of the Sublandlord and the Head Landlord and their respective employees, agents, servants, shareholders, officers and directors and shall contain an undertaking by the insurers to notify the Sublandlord in writing not less than thirty (30) days prior to any cancellation or termination thereof. Prior to taking occupancy of the Subpremises the Subtenant shall furnish to the Sublandlord certificates of a policy or policies of an insurance company or companies acceptable to the Sublandlord, acting reasonably, evidencing that the required insurance coverage has been obtained. If the Head Landlord or the Sublandlord incur any additional costs for fire, liability or rental income insurance as a result of the Subtenant occupying the Subpremises, the Subtenant shall reimburse the Head Landlord or the Sublandlord, as the case may be, in full for such additional cost, including all expenses related thereto.

#### ARTICLE 5- SUBLANDLORD'S COVENANTS

The Sublandlord covenants with the Subtenant as follows:

- (1) for quiet enjoyment;
- (2) to pay rent in accordance with the terms of the Head Lease;
- (3) to perform and observe the covenants on its part contained in the Head Lease with respect to the Premises so far as such covenants are not required to be performed and observed by the Subtenant, and at all times to keep the Subtenant indemnified against all actions, expenses, claims and demands on account of the non-performance of such covenants so far as such covenants are not required to be performed and observed by the Subtenant. Notwithstanding anything to the contrary herein, the rights that the Subtenant may enjoy pursuant to the Head Lease shall exist only against the Head Landlord. The Sublandlord shall have no duty to perform any obligations of the Head Landlord and shall under no circumstances be responsible or liable to the Subtenant for any default, failure or delay on the part of the Head Landlord in the performance of any obligations under the Head Lease, nor shall such default of the Head Landlord affect this Sublease or waive or defer the performance of any of the Subtenant's obligations hereunder. However, in the event of any such default or failure of performance by the Head Landlord, the Sublandlord agrees upon notice from the Subtenant, to make demand upon the Head Landlord to perform its obligations under the Head Lease; and
- (4) that the Head Lease is presently in full force and effect and that all rent and other payments required to be made thereunder have been made to the date hereof.

## ARTICLE 6

### ARTICLE 7- DEFAULT

(1) If the Subtenant defaults in the performance of any of its obligations hereunder, the Sublandlord shall have the same rights and remedies against the Subtenant as the Head Landlord has against the Sublandlord as Tenant under the Head Lease, including, notwithstanding anything to the contrary contained in the Head Lease and without limitation, the right of immediate re-entry in the case of the non-payment of Basic Rent or Additional Rent.

(2) In the event of termination of this Sublease by the Sublandlord as a result of any default by the Subtenant of any of the covenants and obligations to be observed and performed by it hereunder, the Subtenant shall remain liable for all Basic Rent and Additional Rent and other sums due under this Sublease for the remainder of what would have been the Term (less the amount of any net rentals collected upon a reletting for any part of such period), for all damages arising out of its default including damages for the loss of the benefit of this Sublease for the unexpired balance of the Term and for all costs incurred in connection with the reletting of the Subpremises. The Sublandlord shall have no duty or obligation to relet the Subpremises or any part thereof. The Sublandlord shall have the right to accelerate the rental due hereunder in the event of termination for default. The Sublandlord shall also have the right to enter and take possession of the Subpremises in the event of any default and terminate this Sublease. In addition to any and all remedies set forth herein, the Sublandlord shall have all remedies available at law or equity and any and all remedies shall be cumulative and non-exclusive.

### ARTICLE 8— ASSIGNMENT, SUBLEASE

Notwithstanding anything to the contrary contained in the Head Lease, the Subtenant shall not assign this Sublease or sublet the whole or any part of the Subpremises or permit the Subpremises or any part thereof to be used or occupied by others or enter into any other agreement or transaction which may be restricted by the Head Lease without the previous written consent of the Head Landlord and the



Sublandlord, which consent by the Sublandlord shall not be unreasonably withheld, provided that the refusal by the Head Landlord to any further assignment or subletting shall not be considered an unreasonable withholding of consent by the Sublandlord. Notwithstanding any assignment or subletting or other dealings by the Subtenant permitted hereunder, the Subtenant shall continue to be responsible for all of the obligations of the Subtenant under this Sublease.

#### **ARTICLE 9 – NET LEASE**

The Subtenant acknowledges and agrees that it is intended that this Sublease be completely carefree net sublease to the Sublandlord, that except for the Sublandlord's obligation to pay rent pursuant to the terms of the Head Lease, the Sublandlord shall not be responsible during the Term for any costs, charges, expenses or outlays of any nature whatsoever arising from or relating to the Subpremises, or the use and occupancy thereof, or the business carried on therein, and the Subtenant shall pay all charges, impositions and costs and expenses of every nature and kind relating to the Subpremises except as expressly herein set out.

#### **ARTICLE 10 – NOTICE**

Any notice, request or demand herein provided or permitted to be given will be sufficiently given if personally served or mailed by prepaid registered mail as follows:

- (a) to the Sublandlord at 5151 Hwy 17 West, Mattawa, ON P0H 1V0; and
- (b) to the Subtenant at the Subpremises.

Any notice mailed as aforesaid shall be deemed to have been received on the third business day following the date of mailing, except that in the event of any actual or apprehended stoppage or slowdown of the postal system due to any labour dispute, notices shall be considered to have been given only on the date of delivery thereof.

## ARTICLE 11 – MISCELLANEOUS

### Section 11.1 Registration

The Subtenant shall not register this Sublease or notice thereof on the title of the lands upon which the Building is located.

### Section 11.2 Effect

This Sublease shall be binding upon the parties hereto, their respective successors and permitted assigns and may not be altered, amended or modified except by written instrument executed by each of the parties hereto.

### Section 11.3 Entire Agreement

This Sublease constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

### Section 11.4 Further Assurances

Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Sublease.

### Section 11.5 Waiver

One or more waivers of any covenant or condition by the Sublandlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition and the consent or approval by the Sublandlord to or of any act of the Subtenant requiring the Sublandlord's consent or approval shall not be construed to waive or render unnecessary the Sublandlord's consent or approval to or of any subsequent similar act by the Subtenant.

### Section 11.6 Binding Nature

The submission of this Sublease for examination by the Subtenant, whether or not executed by the Sublandlord, shall not constitute an offer or agreement, and there shall be no obligation on the part of the Sublandlord to the Subtenant hereunder until the

Sublease has been fully executed and delivered by both the Sublandlord and the Subtenant.

#### **Section 11.7 Interpretation**

Unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities. If this Sublease has been executed by more than one party as Subtenant, their obligations hereunder shall be joint and several, and all references to the "Subtenant" herein shall refer to all such parties, as the context requires.

#### **Section 11.8 Counterparts**

This Sublease may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

#### **Section 11.9 Electronic Delivery**

Any party may deliver an executed copy of this Sublease by fax or other electronic means and such party shall thereafter promptly deliver to the other parties an original executed copy of this Sublease.

#### **Section 11.10 Governing Law**

This Sublease will be construed and governed by the laws of the province in which the Premises are situated and the laws of Canada applicable in such province.

**[The Remainder of this page left intentionally blank.]**

The parties have executed this Sublease.

**210 HARRY WALKER HOLDINGS INC.**

By: \_\_\_\_\_  
Name: Luc Stang  
Title: President

By: \_\_\_\_\_  
Name: Renzo Silveri  
Title: Secretary

**DEL EQUIPMENT INC**

By: \_\_\_\_\_  
Name: Luc Stang  
Title: President & CEO

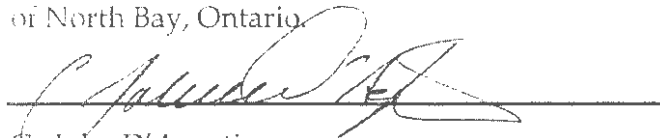
By: \_\_\_\_\_  
Name: Paul Martin  
Title: Secretary

## Schedule A

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
	May 1,2018 to March 31, 2019	April 1,2019 to June 30, 2019	July 1, 2019 to Nov 30, 2020	December 1,2020 to Nov 30, 2023	December 1,2023 to Nov 30, 2027
<b>Monthly Basic Rent</b>	\$61,751	\$53,773	\$46,172	\$48,056	\$49,979
<b>Square Footage</b>	87,555	68,511	52,701	52,701	52,701
<b>% of Building Utilization</b>	83%	65%	50%	50%	50%

**T A B F**

Exhibit "F" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
2550 Fisher Street, North Bay, ON, P1B 2C2  
LSUC No. 33213Q

**Gincor Werx - Del Equipment Inc. - Summary of Accounts Receivable**  
**As at 2019-08-28**

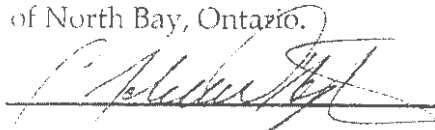
<b>GCI Books</b>	<b>Del</b>
Accounts Receivable	802,126.77
<b>DIL Books</b>	<b>Del</b>
Accounts Receivable	505,306.56
<b>JCT Books</b>	<b>Del</b>
Accounts Receivable	- 62,839.72
<b>GTW Books</b>	<b>Del</b>
Accounts Receivable	-
<b>210 HW Books</b>	<b>Del</b>
Accounts Receivable	219,570.75
<b>DBIL</b>	<b>Del</b>
Accounts Receivable	20,965.48
<b>Gincor Werx (All Companies above)</b>	<b>Del</b>
<b>Amount Owing from Del</b>	<b>1,485,129.84</b>

<b>Breakdown of Net Amounts Owing from Del</b>	<b>Del</b>
Rent - 210 HWP Newmarket	219,570.75
Trade Receivables	1,265,559.09
Trade Payables -	188,923.74
<b>Net amount Owing from Del</b>	<b>1,296,206.10</b>



**TAB G**

Exhibit "G" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
2550 Fisher Street, North Bay, ON, P1B 2G8  
LSUC No. 33213Q

## DURABODY INDUSTRIES LIMITED

OTR-1572014451808

Thursday, August 29, 2019 - Thursday, October 24, 2019



<b>Account Name:</b> GCI CURRENT 520	<b>Account:</b> 5202785	<b>Branch:</b> 3120	<b>Currency:</b> CAD
---	----------------------------	------------------------	-------------------------

B/D	Description	Debit	Credit	Date	Balance
	Balance Forward			08/29/2019	\$1,097.96
	FX TFR C#00024730917	\$40,289.40		08/29/2019	
	190829S8745200WIRE		\$62,402.33	08/29/2019	
	GST34 8350267 BUS	\$193,802.57		08/29/2019	
	CHQ#21093-0140687075	\$81.56		08/29/2019	
	CHQ#21097-3142464065	\$999.30		08/29/2019	
	CHQ#21044-4140085758	\$552.80		08/29/2019	
	BCRS ADVANCE		\$175,000.00	08/29/2019	\$2,774.66
	190830S0892100WIRE		\$85,297.50	08/30/2019	
	JO004 To3120 5239875	\$77,029.84		08/30/2019	
	JO014 Fr3120 5239875		\$27,635.80	08/30/2019	
	RDC DEPOSIT		\$203,542.23	08/30/2019	
	JO592 To3102 5265453	\$93,154.43		08/30/2019	
	JQ002 Fr3102 5265453		\$83,349.98	08/30/2019	
	ELAVON MRCH SVC MSP		\$1,000.00	08/30/2019	
	ELAVON MRCH SVC MSP		\$2,132.24	08/30/2019	
	CHQ#21069-0141700478	\$67.80		08/30/2019	
	CHQ#21077-0141192986	\$17,131.25		08/30/2019	
	CHQ#21108-0141192989	\$77,667.54		08/30/2019	
	CHQ#21010-0142019525	\$2,203.50		08/30/2019	
	CHQ#21051-0141374672	\$565.00		08/30/2019	
	CHQ#21125-0141396254	\$26,618.75		08/30/2019	
	CHQ#21124-0141396257	\$247,645.15		08/30/2019	
	CHQ#21126-0141396260	\$39,766.02		08/30/2019	
	CHQ#21094-3143262308	\$288.15		08/30/2019	
	CHQ#21029-3143467598	\$149.16		08/30/2019	
	CHQ#21064-4141422576	\$52,606.97		08/30/2019	
	CHQ#21080-4141486095	\$977.76		08/30/2019	
	CHQ#21106-0142055882	\$1,473.24		08/30/2019	
	SERVICE CHARGE	\$332.50		08/30/2019	
	ITEMS DEP FEE	\$20.24		08/30/2019	
	PAPER STMT FEE	\$5.00		08/30/2019	
	BCRS ADMIN FEE	\$300.00		08/30/2019	
	BCRS LOAN INTEREST	\$12,436.51		08/30/2019	
	BCRS ADVANCE		\$245,000.00	08/30/2019	\$293.60
	City of Kingsto AP		\$898.35	09/03/2019	
	MAXIM AP		\$3,827.69	09/03/2019	
	RDC DEPOSIT		\$51,089.08	09/03/2019	
	GEORGE STOCKFIS RLS	\$910.71		09/03/2019	
	GEORGE STOCKFIS RLS	\$1,134.52		09/03/2019	
	GEORGE STOCKFIS RLS	\$1,450.57		09/03/2019	
	GEORGE STOCKFIS RLS	\$1,555.16		09/03/2019	
	MACEWEN PETROL BPY	\$4,508.44		09/03/2019	
	FORD CREDIT CA APY	\$744.81		09/03/2019	
	ELAVON MRCH SVC MSP	\$99.79		09/03/2019	
	ELAVON MRCH SVC MSP	\$441.10		09/03/2019	
	ELAVON MRCH SVC MSP	\$556.86		09/03/2019	
	RWAM INSURANCE MSP	\$838.01		09/03/2019	
	RWAM INSURANCE MSP	\$2,004.18		09/03/2019	

B/D	Description	Debit	Credit	Date	Balance
	RWAM INSURANCE MSP	\$14,596.18		09/03/2019	
	TAX PYT FEE	\$2.00		09/03/2019	
	CHQ#20600-1142116896	\$835.17		09/03/2019	
	CHQ#21054-4141803942	\$2,025.96		09/03/2019	
	TD20172601520 CER	\$2,031.40		09/03/2019	
	CHQ#211115-1142967654	\$1,605.03		09/03/2019	
	CHQ#211113-1142969229	\$1,500.00		09/03/2019	
	CHQ#211112-1142969232	\$5,039.48		09/03/2019	
	CHQ#20385-0144399980	\$70,126.04		09/03/2019	
	CHQ#21070-1143413334	\$2,550.00		09/03/2019	
	CHQ#211111-2142725302	\$11,865.00		09/03/2019	
	BCRS ADVANCE		\$75,000.00	09/03/2019	\$4,688.31
	CERVUS EQUIPMEN PAY		\$54,640.81	09/04/2019	
	RDC DEPOSIT		\$43,075.61	09/04/2019	
	O00743 Payworks PAY	\$208,560.24		09/04/2019	
	VW CREDIT CAN LOAN	\$2,678.07		09/04/2019	
	ELAVON MRCH SVC MSP		\$42.38	09/04/2019	
	ELAVON MRCH SVC MSP		\$3,365.57	09/04/2019	
	CHQ#21122-0144942704	\$3,238.88		09/04/2019	
	CHQ#21109-2143658227	\$1,800.00		09/04/2019	
	CHQ#21119-2143079890	\$4,721.28		09/04/2019	
	CHQ#21110-4144793988	\$2,938.00		09/04/2019	
	CHQ#21013-4144795206	\$170.69		09/04/2019	
	BCRS ADVANCE		\$120,000.00	09/04/2019	\$1,705.52
	GC 3409-DEPOSIT		\$304,889.82	09/05/2019	
	190905S8619100WIRE		\$811,669.75	09/05/2019	
	RDC DEPOSIT		\$21,886.46	09/05/2019	
	COUNTY OF RENFR MSP		\$8,055.49	09/05/2019	
	FIRST DATA CORP RLS	\$39.54		09/05/2019	
	LIFEWORXSLOCKBO BPY	\$308.49		09/05/2019	
	IHydro One BPY	\$1,872.73		09/05/2019	
	LN PYMT 920278504	\$1,096.90		09/05/2019	
	ELAVON MRCH SVC MSP		\$167.27	09/05/2019	
	ELAVON MRCH SVC MSP		\$262.44	09/05/2019	
	ELAVON MRCH SVC MSP		\$744.01	09/05/2019	
	ELAVON MRCH SVC MSP		\$2,029.63	09/05/2019	
	CHQ#21090-2144125111	\$6,557.37		09/05/2019	
	CHQ#21120-2144265778	\$1,455.00		09/05/2019	
	BCRS PAYMENT	\$1,140,000.00		09/05/2019	\$80.36
	1490288 ONTARIO PAY		\$161.25	09/06/2019	
	Fowler Construc AP		\$7,101.45	09/06/2019	
	RDC DEPOSIT		\$2,841.62	09/06/2019	
	G Tackaberry MSP		\$951.05	09/06/2019	
	Twp of Arnour AP		\$764.17	09/06/2019	
	KIRBY INTERNATI AP		\$904.87	09/06/2019	
	TIMMINS AP		\$1,227.83	09/06/2019	
	ELAVON MRCH SVC MSP		\$790.83	09/06/2019	
	ELAVON MRCH SVC MSP		\$1,009.44	09/06/2019	
	CHQ#21078-1140834762	\$142.38		09/06/2019	
	CHQ#21116-2144963704	\$4,508.70		09/06/2019	
	CHQ#21131-4140784239	\$247,645.15		09/06/2019	
	CHQ#21132-4140784242	\$247,645.15		09/06/2019	
	CHQ#21002-1140927165	\$57,621.31		09/06/2019	
	BCRS ADVANCE		\$545,000.00	09/06/2019	\$3,270.18
	RDC DEPOSIT		\$205,887.43	09/09/2019	
	SOUTH DUNDAS AP		\$357.97	09/09/2019	

B/D	Description	Debit	Credit	Date	Balance
	ARI 56532 AP		\$9,141.47	09/09/2019	
	LN PYMT 920278514	\$3,187.98		09/09/2019	
	LN PYMT 920278511	\$2,774.03		09/09/2019	
	ELAVON MRCH SVC MSP		\$201.71	09/09/2019	
	ELAVON MRCH SVC MSP		\$2,719.75	09/09/2019	
	CHQ#21127-0148230110	\$587.60		09/09/2019	
	CHQ#21121-1142143887	\$1,146.33		09/09/2019	
	CHQ#21118-4142330745	\$7,208.51		09/09/2019	
	BCRS PAYMENT	\$205,000.00		09/09/2019	\$1,674.06
	UNITED COUNTIES MSP		\$394.46	09/10/2019	
	190910B6680000RPW	\$112,946.50		09/10/2019	
	RDC DEPOSIT		\$42,453.19	09/10/2019	
	SGLEN AP AP		\$808.42	09/10/2019	
	ARI 56533 AP		\$2,208.20	09/10/2019	
	BMO INSURANCE-I INS	\$162.59		09/10/2019	
	SEPP SUPERPASS CGB	\$3,538.27		09/10/2019	
	ELAVON MRCH SVC MSP		\$177.98	09/10/2019	
	ELAVON MRCH SVC MSP		\$987.44	09/10/2019	
	CHQ#21129-3140169902	\$1,148.46		09/10/2019	
	BCRS ADVANCE		\$70,000.00	09/10/2019	\$907.93
	DE LAGE LANDEN RLS	\$636.83		09/11/2019	
	Hydro One BPY	\$159.05		09/11/2019	
	ELAVON MRCH SVC MSP		\$1,042.36	09/11/2019	
	ELAVON MRCH SVC MSP		\$1,566.76	09/11/2019	
	CHQ#21117-2142718174	\$6,131.02		09/11/2019	
	CHQ#21135-3141178466	\$6,966.99		09/11/2019	
	CHQ#21128-4143716193	\$28,492.84		09/11/2019	
	BCRS ADVANCE		\$40,000.00	09/11/2019	\$1,130.32
	190912B7693900RPW	\$10,506.74		09/12/2019	
	GC 3409-DEPOSIT		\$199,885.03	09/12/2019	
	City of Greater AP		\$1,374.39	09/12/2019	
	FORT GARRY INDU		\$2,868.93	09/12/2019	
	RDC DEPOSIT		\$284,002.93	09/12/2019	
	ELAVON MRCH SVC MSP		\$225.93	09/12/2019	
	ELAVON MRCH SVC MSP		\$305.65	09/12/2019	
	CHQ#21130-0141582155	\$11,300.00		09/12/2019	
	CHQ#21123-3141689951	\$542.40		09/12/2019	
	CHQ#21139-4144498659	\$31,956.79		09/12/2019	
	CHQ#21138-4144498662	\$21,169.63		09/12/2019	
	CHQ#21134-4144498665	\$17,074.03		09/12/2019	
	BCRS PAYMENT	\$395,000.00		09/12/2019	\$2,243.59
	City of Kingsto AP		\$898.35	09/13/2019	
	KEN LAPAIN AND AP		\$932.25	09/13/2019	
	GC 3409-DEPOSIT		\$42,268.80	09/13/2019	
	NORTH DUNDAS AP		\$1,014.33	09/13/2019	
	TIMMINS AP		\$345.70	09/13/2019	
	ELAVON MRCH SVC MSP		\$79.92	09/13/2019	
	ELAVON MRCH SVC MSP		\$260.06	09/13/2019	
	CHQ#21136-4140092802	\$48,830.02		09/13/2019	
	CHQ#21137-4140118380	\$1,535.77		09/13/2019	
	CHQ#21133-1145135466	\$3,412.83		09/13/2019	
	BCRS ADVANCE		\$10,000.00	09/13/2019	\$4,264.38
	TOWN OF GRAVENH MSP		\$186.70	09/16/2019	
	TOWN PARRYSOUND AP		\$1,211.46	09/16/2019	
	PIONEER CONST AP		\$1,960.03	09/16/2019	
	MAXIM AP		\$3,144.75	09/16/2019	

B/D	Description	Debit	Credit	Date	Balance
	CAD/USD ACCT. TFR	\$1,346.80		09/16/2019	
	RDC DEPOSIT		\$9,459.04	09/16/2019	
	ELAVON MRCH SVC MSP		\$113.00	09/16/2019	
	ELAVON MRCH SVC MSP		\$935.65	09/16/2019	
	CHQ#21140-2140208947	\$48,200.87		09/16/2019	
	TD20172601510 CER	\$3,488.16		09/16/2019	
	BCRS ADVANCE		\$35,000.00	09/16/2019	\$3,239.18
	T OF SOUTHFRONT MSP		\$962.83	09/17/2019	
	RDC DEPOSIT		\$22,587.02	09/17/2019	
	CIBC CPD MSP	\$9,588.35		09/17/2019	
	ELAVON MRCH SVC MSP		\$270.07	09/17/2019	
	ELAVON MRCH SVC MSP		\$494.47	09/17/2019	
	CHQ#21188-2140901404	\$1,826.08		09/17/2019	
	CHQ#21154-4142267439	\$6,000.16		09/17/2019	
	CHQ#20421-4142457477	\$66,648.16		09/17/2019	
	BCRS ADVANCE		\$60,000.00	09/17/2019	\$3,490.82
	CURRIE TRUCK CE BPY		\$461.14	09/18/2019	
	GC 3110-DEPOSIT		\$1,413.01	09/18/2019	
	GC 3110-DEPOSIT		\$9,000.00	09/18/2019	
	COUNTY OF RENFR MSP		\$2,111.35	09/18/2019	
	O00743 Payworks PAY	\$207,079.54		09/18/2019	
	Hydro One BPY	\$10,644.66		09/18/2019	
	ELAVON MRCH SVC MSP		\$14.53	09/18/2019	
	ELAVON MRCH SVC MSP		\$73.34	09/18/2019	
	CHQ#21147-2141600320	\$7,814.04		09/18/2019	
	BCRS ADVANCE		\$210,000.00	09/18/2019	\$1,025.95
	TOWNSHIP OF FRO MSP		\$354.20	09/19/2019	
	City of Kingsto AP		\$409.94	09/19/2019	
	MUNOFMCDUGALL AP		\$4,574.04	09/19/2019	
	BROADSPECTRUM ( MSP		\$40,759.10	09/19/2019	
	FX TFR C#00027650384	\$6,764.75		09/19/2019	
	City of Greater AP		\$3,283.26	09/19/2019	
	RDC DEPOSIT		\$17,242.39	09/19/2019	
	Hydro One BPY	\$424.63		09/19/2019	
	ELAVON MRCH SVC MSP		\$1,142.62	09/19/2019	
	CHQ#21207-1144036725	\$11,300.00		09/19/2019	
	CHQ#21162-2141725741	\$26,264.59		09/19/2019	
	CHQ#21151-2141957929	\$53,098.87		09/19/2019	
	ELAVON MRCH SVC MSP	\$134.72		09/19/2019	
	CHQ#21202-3140984996	\$434.77		09/19/2019	
	CHQ#21150-4143603594	\$7,475.94		09/19/2019	
	CHQ#21179-1144121559	\$9,867.90		09/19/2019	
	CHQ#21087-3141251042	\$49,932.71		09/19/2019	
	BCRS ADVANCE		\$100,000.00	09/19/2019	\$3,092.62
	CITY OF QUINTE MSP		\$6,205.96	09/20/2019	
	FX TFR C#00027871535	\$13,498.60		09/20/2019	
	190920S9196300WIRE		\$123,087.59	09/20/2019	
	SOUTH DUNDAS AP		\$294.44	09/20/2019	
	TIMMINS AP		\$359.84	09/20/2019	
	RDC DEPOSIT		\$6,946.32	09/20/2019	
	RBCINS-LIFE INS	\$217.80		09/20/2019	
	ELAVON MRCH SVC MSP		\$271.82	09/20/2019	
	CHQ#21172-1144747563	\$10,864.92		09/20/2019	
	CHQ#21189-0146586110	\$8,321.52		09/20/2019	
	CHQ#21163-0146594045	\$2,494.02		09/20/2019	
	CHQ#21208-0146596307	\$6,930.50		09/20/2019	

B/D	Description	Debit	Credit	Date	Balance
	CHQ#21160-0146597660	\$5,291.49		09/20/2019	
	CHQ#21176-2142980992	\$7,427.49		09/20/2019	
	CHQ#21171-1144510881	\$23.73		09/20/2019	
	CHQ#21170-1144515309	\$1,021.61		09/20/2019	
	CHQ#21164-4144450143	\$643.42		09/20/2019	
	CHQ#21191-4144459302	\$348.94		09/20/2019	
	CHQ#21183-1144826487	\$1,707.06		09/20/2019	
	CHQ#21181-4144648287	\$1,473.52		09/20/2019	
	CHQ#21169-2142646660	\$623.02		09/20/2019	
	CHQ#21177-4144659528	\$549.36		09/20/2019	
	CHQ#21192-3141386882	\$639.00		09/20/2019	
	CHQ#21180-3141660701	\$11,982.52		09/20/2019	
	CHQ#21199-3141663062	\$4,409.12		09/20/2019	
	CHQ#21146-1145067642	\$251.96		09/20/2019	
	BCRS PAYMENT	\$60,000.00		09/20/2019	\$1,538.99
	AMEX L4X9Y6	\$642.27		09/23/2019	
	AMEX L4X9Y9	\$2,163.21		09/23/2019	
	FSP-ONTARIO L4Y3K2	\$200.00		09/23/2019	
	FSP-ONTARIO L4Y3K5	\$1,050.00		09/23/2019	
	RDC DEPOSIT		\$4,420.18	09/23/2019	
	ARI 56932 AP		\$4,388.21	09/23/2019	
	CAFO Inc INS	\$23,239.72		09/23/2019	
	C.P. ALLIANCE ( LOAN	\$10,000.00		09/23/2019	
	D/L INT 920278514	\$717.35		09/23/2019	
	D/L INT 920278511	\$418.76		09/23/2019	
	D/L INT 920278504	\$129.39		09/23/2019	
	ELAVON MRCII SVC MSP		\$263.19	09/23/2019	
	ELAVON MRCII SVC MSP		\$891.12	09/23/2019	
	CHQ#21195-0148224068	\$339.00		09/23/2019	
	CHQ#21143-1140756108	\$1,201.81		09/23/2019	
	CHQ#21190-1140497142	\$1,035.09		09/23/2019	
	CHQ#21196-2144310778	\$626.51		09/23/2019	
	CHQ#21215-1140553014	\$52,820.58		09/23/2019	
	CHQ#21144-2144352757	\$3,855.29		09/23/2019	
	CHQ#21194-2144418445	\$9,199.73		09/23/2019	
	CHQ#21165-2144586718	\$3,591.22		09/23/2019	
	CHQ#21141-2144586931	\$14,370.05		09/23/2019	
	CHQ#21173-2144632918	\$6,687.23		09/23/2019	
	CHQ#21197-3143239343	\$1,311.99		09/23/2019	
	CHQ#21155-3143239715	\$761.38		09/23/2019	
	CHQ#21211-4140329163	\$13,460.26		09/23/2019	
	CHQ#21220-4140364404	\$141,100.04		09/23/2019	
	CHQ#21198-4140399588	\$79.92		09/23/2019	
	CHQ#21167-1140986268	\$508.50		09/23/2019	
	CHQ#21193-1140986616	\$30,508.92		09/23/2019	
	CHQ#21156-3143476031	\$611.64		09/23/2019	
	BCRS ADVANCE		\$310,000.00	09/23/2019	\$871.83
	CERVUS EQUIPMEN PAY		\$87,483.15	09/24/2019	
	TWPMUSKOKALAKES AP		\$6,393.53	09/24/2019	
	RDC DEPOSIT		\$20,480.18	09/24/2019	
	ELAVON MRCH SVC MSP		\$312.09	09/24/2019	
	ELAVON MRCH SVC MSP		\$836.41	09/24/2019	
	ELAVON MRCH SVC MSP		\$3,869.89	09/24/2019	
	CHQ#21148-0148991876	\$1,942.54		09/24/2019	
	CHQ#21149-0148991879	\$2,235.62		09/24/2019	
	CHQ#21152-3144086231	\$2,316.82		09/24/2019	

B/D	Description	Debit	Credit	Date	Balance
	CHQ#21221-3144094256	\$49.08		09/24/2019	
	CHQ#21217-4141447818	\$440.70		09/24/2019	
	CHQ#21213-3143618039	\$508.50		09/24/2019	
	CHQ#21175-3143711489	\$784.14		09/24/2019	
	CHQ#21142-3143732324	\$447.20		09/24/2019	
	CHQ#21178-4141056402	\$24,246.91		09/24/2019	
	BCRS PAYMENT	\$85,000.00		09/24/2019	\$2,275.57
	FX TFR C#00028448046	\$2,694.50		09/25/2019	
	CANADALIFE INS	\$2,128.50		09/25/2019	
	ELAVON MRCH SVC MSP		\$487.60	09/25/2019	
	ELAVON MRCH SVC MSP		\$2,223.84	09/25/2019	
	CHQ#21203-2140595071	\$588.94		09/25/2019	
	CHQ#21174-1141809855	\$16,475.40		09/25/2019	
	CHQ#21185-1141970850	\$3,584.36		09/25/2019	
	CHQ#21216-2140130350	\$296.76		09/25/2019	
	CHQ#21182-2140178005	\$325.21		09/25/2019	
	CHQ#21153-2140320406	\$4,897.94		09/25/2019	
	CHQ#21212-4141836000	\$256.15		09/25/2019	
	BCRS ADVANCE		\$30,000.00	09/25/2019	\$3,739.25
	PIONEER CONST AP		\$3,430.58	09/26/2019	
	STNSN FUEL Q5R5U7	\$10,510.74		09/26/2019	
	IO593 TFR-TO C/C	\$497.95		09/26/2019	
	IQ003 TFR-TO C/C	\$701.35		09/26/2019	
	IQ012 TFR-TO C/C	\$149.52		09/26/2019	
	IQ021 TFR-TO C/C	\$428.05		09/26/2019	
	SABLES-SPANISH AP		\$1,093.77	09/26/2019	
	City of Greater AP		\$4,205.46	09/26/2019	
	RDC DEPOSIT		\$450,846.37	09/26/2019	
	ARI 56949 AP		\$1,846.60	09/26/2019	
	TD VISA PREAUTH PYMT	\$129.38		09/26/2019	
	TD VISA PREAUTH PYMT	\$728.90		09/26/2019	
	TD VISA PREAUTH PYMT	\$909.86		09/26/2019	
	TD VISA PREAUTH PYMT	\$1,004.25		09/26/2019	
	TD VISA PREAUTH PYMT	\$1,299.17		09/26/2019	
	TD VISA PREAUTH PYMT	\$2,246.68		09/26/2019	
	TD VISA PREAUTH PYMT	\$2,907.87		09/26/2019	
	TD VISA PREAUTH PYMT	\$33,574.63		09/26/2019	
	ELAVON MRCH SVC MSP		\$237.41	09/26/2019	
	ELAVON MRCH SVC MSP		\$936.24	09/26/2019	
	CHQ#21184-0140735921	\$1,749.24		09/26/2019	
	CHQ#21168-2141407192	\$2,034.00		09/26/2019	
	CHQ#21157-4142722872	\$4,237.50		09/26/2019	
	CHQ#21205-2140854031	\$1,551.72		09/26/2019	
	CHQ#21209-4142189364	\$359.61		09/26/2019	
	BCRS PAYMENT	\$400,000.00		09/26/2019	\$1,315.26
	EMCON 1 PAY		\$976.66	09/27/2019	
	GC 3409-DEPOSIT		\$754,636.60	09/27/2019	
	CBSA CUSTOMS Q8Q5J9	\$405.70		09/27/2019	
	WSIB SCHED I Q8R4W7	\$14,542.59		09/27/2019	
	SOUTH DUNDAS AP		\$207.33	09/27/2019	
	RDC DEPOSIT		\$91,767.43	09/27/2019	
	MUNC CALLANDER AP		\$290.91	09/27/2019	
	ARI 57034 AP		\$727.86	09/27/2019	
	BDC BUS	\$21,574.34		09/27/2019	
	ELAVON MRCH SVC MSP		\$75.17	09/27/2019	
	ELAVON MRCH SVC MSP		\$291.25	09/27/2019	



B/D	Description	Debit	Credit	Date	Balance
	ELAVON MRCII SVC MSP		\$4,890.71	09/27/2019	
	CHQ#21158-0142001681	\$988.09		09/27/2019	
	CHQ#21161-1143110847	\$565.00		09/27/2019	
	CHQ#21187-1143235293	\$1,661.27		09/27/2019	
	CHQ#21206-3141151280	\$3,101.85		09/27/2019	
	CHQ#21222-2142016003	\$88,922.86		09/27/2019	
	CHQ#21200-2142016009	\$39,949.59		09/27/2019	
	CHQ#21201-2142453415	\$3,796.36		09/27/2019	
	BCRS PAYMENT	\$675,000.00		09/27/2019	\$4,671.53
	TOWN OF GRAVENII MSP		\$282.94	09/30/2019	
	TOWN OF GREATER AP		\$362.18	09/30/2019	
	RQ410 To3120 5235446	\$37,915.59		09/30/2019	
	MUNICIPALITY OF AP		\$241.12	09/30/2019	
	RDC DEPOSIT		\$66,305.04	09/30/2019	
	MACEWEN PETROL BPY	\$1,258.26		09/30/2019	
	GST34 7375965 BUS	\$151,153.45		09/30/2019	
	LBPC LEASING CER	\$634.44		09/30/2019	
	ELAVON MRCII SVC MSP		\$339.00	09/30/2019	
	ELAVON MRCH SVC MSP		\$2,315.37	09/30/2019	
	CHQ#21159-0142788605	\$1,153.88		09/30/2019	
	CHQ#21230-0143009888	\$231.65		09/30/2019	
	CHQ#21219-2143364518	\$240.00		09/30/2019	
	ELAVON MRCH SVC MSP	\$321.81		09/30/2019	
	CHQ#21229-2144029411	\$150.00		09/30/2019	
	CHQ#21186-3142704803	\$2,599.70		09/30/2019	
	CHQ#20487-4144463244	\$7,070.83		09/30/2019	
	SERVICE CHARGE	\$352.50		09/30/2019	
	CASH DEP FEE	\$22.50		09/30/2019	
	ITEMS DEP FEE	\$18.48		09/30/2019	
	PAPER STMT FEE	\$5.00		09/30/2019	
	BCRS ADMIN FEE	\$300.00		09/30/2019	
	BCRS LOAN INTEREST	\$8,576.41		09/30/2019	
	BCRS ADVANCE		\$140,000.00	09/30/2019	\$2,512.68
	CERVUS EQUIPMEN PAY		\$354.34	10/01/2019	
	T OF SOUTHFRONT MSP		\$116.25	10/01/2019	
	BFE ON CDN AP		\$217.19	10/01/2019	
	MAXIM AP		\$583.43	10/01/2019	
	RDC DEPOSIT		\$1,783.14	10/01/2019	
	GEORGE STOCKFIS RLS	\$910.71		10/01/2019	
	GEORGE STOCKFIS RLS	\$1,134.52		10/01/2019	
	GEORGE STOCKFIS RLS	\$1,450.57		10/01/2019	
	GEORGE STOCKFIS RLS	\$1,555.16		10/01/2019	
	ELAVON MRCH SVC MSP	\$85.68		10/01/2019	
	ELAVON MRCH SVC MSP	\$264.23		10/01/2019	
	RWAM INSURANCE MSP	\$570.97		10/01/2019	
	ELAVON MRCH SVC MSP	\$634.94		10/01/2019	
	RWAM INSURANCE MSP	\$2,004.18		10/01/2019	
	RWAM INSURANCE MSP	\$14,561.27		10/01/2019	
	TAX PYT FEE	\$2.00		10/01/2019	
	ELAVON MRCII SVC MSP		\$55.48	10/01/2019	
	CHQ#20601-0144071810	\$835.17		10/01/2019	
	CHQ#21225-1141377321	\$2,938.00		10/01/2019	
	CHQ#21145-1141379568	\$792.12		10/01/2019	
	CHQ#21236-1141380195	\$23,772.83		10/01/2019	
	CHQ#21231-2145014350	\$37.13		10/01/2019	
	CHQ#21226-3143528636	\$11,865.00		10/01/2019	

B/D	Description	Debit	Credit	Date	Balance
	CHQ#21228-3143529872	\$1,500.00		10/01/2019	
	BCRS ADVANCE		\$60,000.00	10/01/2019	\$708.03
	FX TFR C#00029395212	\$6,724.30		10/02/2019	
	The Karson Grou BPY		\$1,374.07	10/02/2019	
	RDC DEPOSIT		\$126,910.94	10/02/2019	
	ARI 57078 AP		\$3,157.26	10/02/2019	
	O00743 Payworks PAY	\$199,472.67		10/02/2019	
	LIFEWORXSLOCKBO BPY	\$308.49		10/02/2019	
	TD20172601520 CER	\$2,031.40		10/02/2019	
	ELAVON MRCH SVC MSP		\$146.74	10/02/2019	
	ELAVON MRCH SVC MSP		\$176.51	10/02/2019	
	ELAVON MRCH SVC MSP		\$257.55	10/02/2019	
	CHQ#21166-4141576890	\$728.85		10/02/2019	
	BCRS ADVANCE		\$80,000.00	10/02/2019	\$3,465.39
	COUNTY OF RENFR MSP		\$385.15	10/03/2019	
	RDC DEPOSIT		\$5,094.40	10/03/2019	
	FORD CREDIT CA APY	\$744.81		10/03/2019	
	ELAVON MRCH SVC MSP		\$367.37	10/03/2019	
	CHQ#21227-1143057225	\$5,039.48		10/03/2019	
	CHQ#21223-1142838981	\$14,711.55		10/03/2019	
	CHQ#21224-4142939853	\$1,800.00		10/03/2019	
	ELAVON MRCH SVC MSP	\$167.33		10/03/2019	
	ELAVON MRCH SVC MSP	\$1,287.18		10/03/2019	
	CHQ#21238-1143344697	\$11,300.00		10/03/2019	
	CHQ#21210-2141738032	\$250.00		10/03/2019	
	BCRS ADVANCE		\$30,000.00	10/03/2019	\$4,011.96
	1490288 ONTARIO PAY		\$752.24	10/04/2019	
	MACEWEN PETROL BPY		\$67.63	10/04/2019	
	Fowler Construc AP		\$12,816.93	10/04/2019	
	EMP DVLP CAN U9Y3Y6	\$245.64		10/04/2019	
	RDC DEPOSIT		\$2,499.30	10/04/2019	
	CWB NL LEASING MSP		\$92,615.62	10/04/2019	
	CWB NL LEASING MSP		\$92,615.62	10/04/2019	
	TWP CENT FRONT MSP		\$164.19	10/04/2019	
	VW CREDIT CAN LOAN	\$2,678.07		10/04/2019	
	ELAVON MRCH SVC MSP		\$529.03	10/04/2019	
	ELAVON MRCH SVC MSP		\$1,712.27	10/04/2019	
	CHQ#21237-3140819321	\$406.80		10/04/2019	
	BCRS PAYMENT	\$200,000.00		10/04/2019	\$4,454.28
	UAP INC. AP		\$5,838.28	10/07/2019	
	GC 3409-DEPOSIT		\$298,872.12	10/07/2019	
	RDC DEPOSIT		\$14,401.13	10/07/2019	
	ARI 57138 AP		\$1,047.54	10/07/2019	
	FIRST DATA CORP RLS	\$39.54		10/07/2019	
	Hydro One BPY	\$1,614.31		10/07/2019	
	LN PYMT 920278514	\$3,187.98		10/07/2019	
	LN PYMT 920278504	\$1,096.90		10/07/2019	
	ELAVON MRCH SVC MSP		\$1,549.76	10/07/2019	
	CHQ#21268-2143857388	\$5,225.84		10/07/2019	
	CHQ#21241-3142418930	\$31,912.09		10/07/2019	
	CHQ#21269-3142419818	\$9,231.13		10/07/2019	
	CHQ#21244-3142603553	\$1,759.37		10/07/2019	
	CHQ#21245-3142603556	\$1,772.13		10/07/2019	
	CHQ#21250-3142768703	\$24,140.54		10/07/2019	
	CHQ#21263-4140048879	\$603.46		10/07/2019	
	BCRS PAYMENT	\$245,000.00		10/07/2019	\$579.82

110

B/D	Description	Debit	Credit	Date	Balance
	CERVUS EQUIPMEN PAY		\$47,832.71	10/08/2019	
	UNITED COUNTIES MSP		\$1,317.20	10/08/2019	
	RDC DEPOSIT		\$14,438.24	10/08/2019	
	ARI 57202 AP		\$1,830.60	10/08/2019	
	LN PYMT 920278511	\$2,774.03		10/08/2019	
	ELAVON MRCH SVC MSP		\$1,004.45	10/08/2019	
	ELAVON MRCH SVC MSP		\$1,719.58	10/08/2019	
	ELAVON MRCH SVC MSP		\$5,713.23	10/08/2019	
	CHQ#21282-0140401070	\$2,095.15		10/08/2019	
	CHQ#21255-0140428595	\$17,381.24		10/08/2019	
	CHQ#21261-0140429714	\$204.75		10/08/2019	
	CHQ#21281-0140160209	\$94,089.52		10/08/2019	
	CHQ#21279-0140160215	\$22,132.12		10/08/2019	
	CHQ#21243-0140611256	\$70,145.29		10/08/2019	
	CHQ#21277-0140374709	\$13,435.87		10/08/2019	
	CHQ#21278-2144973574	\$71.71		10/08/2019	
	CHQ#21267-4140661761	\$929.99		10/08/2019	
	CHQ#21214-3143234357	\$4,576.45		10/08/2019	
	CHQ#21273-3143286113	\$29,156.03		10/08/2019	
	CHQ#21239-4140574020	\$100.57		10/08/2019	
	CHQ#21257-0140730203	\$10,231.27		10/08/2019	
	BCRS ADVANCE		\$195,000.00	10/08/2019	\$2,111.84
	STOP PAYMENT FEE	\$12.50		10/09/2019	
	191009S5760200WIRE		\$558,892.55	10/09/2019	
	RDC DEPOSIT		\$317,196.53	10/09/2019	
	MACEWEN PETROL BPY	\$67.63		10/09/2019	
	SEPP SUPERPASS CGB	\$3,255.04		10/09/2019	
	ELAVON MRCH SVC MSP		\$1,684.74	10/09/2019	
	CHQ#21247-0140976020	\$616.42		10/09/2019	
	CHQ#21254-0141032225	\$19,853.42		10/09/2019	
	CHQ#21262-1141508526	\$3,164.00		10/09/2019	
	CHQ#21283-1142017347	\$12,107.43		10/09/2019	
	CHQ#21280-2140240096	\$20,640.16		10/09/2019	
	CHQ#21260-2140240099	\$17,408.78		10/09/2019	
	CHQ#21276-4141312158	\$2,615.84		10/09/2019	
	CHQ#21248-4141565136	\$4,619.58		10/09/2019	
	BCRS PAYMENT	\$795,000.00		10/09/2019	\$524.86
	UAP INC. AP		\$361.88	10/10/2019	
	RDC DEPOSIT		\$5,206.05	10/10/2019	
	ARI 57256 AP		\$3,078.90	10/10/2019	
	BMO INSURANCE-I INS	\$162.59		10/10/2019	
	ELAVON MRCH SVC MSP		\$79.92	10/10/2019	
	ELAVON MRCH SVC MSP		\$135.41	10/10/2019	
	ELAVON MRCH SVC MSP		\$1,653.57	10/10/2019	
	CHQ#21234-0141571622	\$3,672.50		10/10/2019	
	CHQ#21256-0141737900	\$3,144.75		10/10/2019	
	CHQ#21265-1142816445	\$57.03		10/10/2019	
	CHQ#21246-2140992031	\$5,992.55		10/10/2019	
	CHQ#21242-4142248740	\$1,697.24		10/10/2019	
	CHQ#21271-3144826247	\$387.67		10/10/2019	
	CHQ#21251-4141896453	\$2,825.00		10/10/2019	
	BCRS ADVANCE		\$10,000.00	10/10/2019	\$3,101.26
	EMCON I PAY		\$1,179.39	10/11/2019	
	Pleasant BPY		\$284.89	10/11/2019	
	TOWN OF KIRKLAN AP		\$213.81	10/11/2019	
	SOUTH DUNDAS AP		\$804.07	10/11/2019	

B/D	Description	Debit	Credit	Date	Balance
	DE LAGE LANDEN RLS	\$636.83		10/11/2019	
	ELAVON MRCH SVC MSP		\$2,088.71	10/11/2019	
	CHQ#21258-0142581506	\$17,085.60		10/11/2019	
	CHQ#21003-3140908031	\$52,449.15		10/11/2019	
	BCRS ADVANCE		\$65,000.00	10/11/2019	\$2,500.55
	EUROVIA QUEBEC BPY		\$3,249.46	10/15/2019	
	TOWN OF GRAVENH MSP		\$1,182.49	10/15/2019	
	T OF SOUTHFRONT MSP		\$2,177.58	10/15/2019	
	UAP INC. AP		\$5,838.28	10/15/2019	
	MAXIM AP		\$49,800.52	10/15/2019	
	FORT GARRY INDU		\$796.97	10/15/2019	
	Hydro One BPY	\$129.71		10/15/2019	
	ELAVON MRCH SVC MSP		\$111.21	10/15/2019	
	ELAVON MRCH SVC MSP		\$204.97	10/15/2019	
	CHQ#21296-0144322004	\$586.44		10/15/2019	
	CHQ#21293-0144508898	\$260.63		10/15/2019	
	CHQ#21312-0144516533	\$1,508.53		10/15/2019	
	CHQ#21297-0144558398	\$279.68		10/15/2019	
	CHQ#21218-1140201567	\$300.00		10/15/2019	
	CHQ#21272-1140201570	\$300.00		10/15/2019	
	CHQ#21252-1144901589	\$1,469.00		10/15/2019	
	CHQ#21286-1145211885	\$1,502.90		10/15/2019	
	CHQ#21300-1145216010	\$7,427.49		10/15/2019	
	CHQ#21314-1145219286	\$848.15		10/15/2019	
	CHQ#21317-2143466620	\$278,270.62		10/15/2019	
	TD20172601510 CER	\$3,488.16		10/15/2019	
	CHQ#21307-3141926915	\$1,437.17		10/15/2019	
	CHQ#21291-4144685748	\$24.86		10/15/2019	
	CHQ#21294-4144475043	\$67.86		10/15/2019	
	CHQ#21275-1140338439	\$470.31		10/15/2019	
	BCRS ADVANCE		\$235,000.00	10/15/2019	\$2,490.52
	RDC DEPOSIT		\$52,100.22	10/16/2019	
	RDC DEPOSIT		\$17,848.59	10/16/2019	
	BRUMANCONSTRUCT AP		\$4,840.01	10/16/2019	
	O00743 Payworks PAY	\$200,447.48		10/16/2019	
	ELAVON MRCH SVC MSP		\$4,594.31	10/16/2019	
	CHQ#21303-0145514792	\$5,683.05		10/16/2019	
	CHQ#21259-0145238549	\$1,267.28		10/16/2019	
	CHQ#21301-0145313924	\$17,752.75		10/16/2019	
	CHQ#21289-1140800760	\$622.87		10/16/2019	
	CHQ#21298-1140980823	\$71,455.36		10/16/2019	
	CHQ#21253-0145441244	\$28,795.91		10/16/2019	
	CHQ#21308-1140782505	\$820.71		10/16/2019	
	CHQ#21309-3143166464	\$8,503.06		10/16/2019	
	CHQ#21284-0145707578	\$4,194.28		10/16/2019	
	CHQ#21240-3143388299	\$4,081.76		10/16/2019	
	BCRS ADVANCE		\$265,000.00	10/16/2019	\$3,249.14
	CERVUS EQUIPMEN PAY		\$864.00	10/17/2019	
	CURRIE TRUCK CE BPY		\$219.88	10/17/2019	
	TWP CENT FRONT MSP		\$317.48	10/17/2019	
	RDC DEPOSIT		\$505,070.50	10/17/2019	
	CITY OF SSM AP		\$897.03	10/17/2019	
	ARI 57348 AP		\$8,022.75	10/17/2019	
	ELAVON MRCH SVC MSP		\$198.93	10/17/2019	
	ELAVON MRCH SVC MSP		\$1,735.49	10/17/2019	
	ELAVON MRCH SVC MSP		\$14,875.75	10/17/2019	

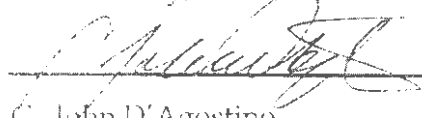
112

B/D	Description	Debit	Credit	Date	Balance
	CHQ#21266-0145988207	\$916.43		10/17/2019	
	CHQ#21274-2144944087	\$2,901.21		10/17/2019	
	CHQ#21304-2144945998	\$974.00		10/17/2019	
	CHQ#21310-2145228184	\$3,898.50		10/17/2019	
	CHQ#21299-3143557814	\$93.08		10/17/2019	
	CHQ#21302-3144179177	\$1,105.14		10/17/2019	
	CHQ#21249-4141224888	\$360.00		10/17/2019	
	BCRS PAYMENT	\$525,000.00		10/17/2019	\$202.59
	SDG COUNTIES AP		\$691.00	10/18/2019	
	FSP-ONTARIO Z9U3W4	\$200.00		10/18/2019	
	FSP-ONTARIO Z9U3W8	\$1,050.00		10/18/2019	
	EMP DVLP CAN Z9U3X6	\$334.70		10/18/2019	
	TWPMUSKOKALAKES AP		\$904.76	10/18/2019	
	RDC DEPOSIT		\$6,155.77	10/18/2019	
	ARI 57386 AP		\$2,501.54	10/18/2019	
	Fowler Construc AP		\$5,258.94	10/18/2019	
	CIBC CPD MSP	\$13,301.78		10/18/2019	
	ELAVON MRCII SVC MSP		\$382.81	10/18/2019	
	ELAVON MRCII SVC MSP		\$1,714.26	10/18/2019	
	ELAVON MRCII SVC MSP		\$4,798.67	10/18/2019	
	CHQ#21305-0147193451	\$5,599.92		10/18/2019	
	CHQ#21311-1142506581	\$441.14		10/18/2019	
	CHQ#21264-3145053737	\$6,207.32		10/18/2019	
	CHQ#21285-3144579473	\$406.80		10/18/2019	
	CHQ#21315-3145188755	\$890.89		10/18/2019	
	CHQ#21318-4142321109	\$500.00		10/18/2019	
	BCRS ADVANCE		\$10,000.00	10/18/2019	\$3,677.79
	TOWN OF ESPANOL AP		\$2,478.07	10/21/2019	
	RDC DEPOSIT		\$168,108.24	10/21/2019	
	RDC DEPOSIT		\$741.79	10/21/2019	
	RBCINS-LIFE INS	\$217.80		10/21/2019	
	Hydro One BPY	\$365.51		10/21/2019	
	Hydro One BPY	\$9,529.72		10/21/2019	
	D/L INT 920278514	\$678.80		10/21/2019	
	D/L INT 920278511	\$392.25		10/21/2019	
	D/L INT 920278504	\$120.54		10/21/2019	
	ELAVON MRCII SVC MSP		\$786.59	10/21/2019	
	ELAVON MRCII SVC MSP		\$37,067.88	10/21/2019	
	CHQ#21306-0148675184	\$40,139.64		10/21/2019	
	CHQ#21316-3141239174	\$656.74		10/21/2019	
	CHQ#21321-3141253856	\$11,300.00		10/21/2019	
	CHQ#21292-4143179127	\$361.60		10/21/2019	
	BCRS PAYMENT	\$145,000.00		10/21/2019	\$4,097.76
	CERVUS EQUIPMEN PAY		\$96,681.90	10/22/2019	
	City of Kingsto AP		\$1,698.04	10/22/2019	
	AMEX A9W5Z3	\$1,876.24		10/22/2019	
	AMEX A9W5Z8	\$419.50		10/22/2019	
	CAFO Inc INS	\$23,239.72		10/22/2019	
	ELAVON MRCII SVC MSP		\$6,354.70	10/22/2019	
	CHQ#21295-2142664636	\$2,236.84		10/22/2019	
	CHQ#21270-3141413033	\$793.15		10/22/2019	
	BCRS PAYMENT	\$80,000.00		10/22/2019	\$266.95
	RDC DEPOSIT		\$4,617.28	10/23/2019	
	G Tackaberry MSP		\$566.66	10/23/2019	
	C.P. ALLIANCE ( LOAN	\$10,000.00		10/23/2019	
	ELAVON MRCII SVC MSP		\$1,755.70	10/23/2019	

B/D	Description	Debit	Credit	Date	Balance
	ELAVON MRCH SVC MSP		\$2,002.29	10/23/2019	
	CHQ#21344-3142509704	\$109,570.18		10/23/2019	
	CHQ#21356-3142523462	\$1,828.54		10/23/2019	
	CHQ#21353-2143427242	\$2,080.46		10/23/2019	
	CHQ#21325-2143440127	\$10,000.22		10/23/2019	
	CHQ#21347-2143654165	\$7,298.59		10/23/2019	
	CHQ#21361-3142232852	\$451.30		10/23/2019	
	CHQ#21333-4145088240	\$2,141.62		10/23/2019	
	CHQ#21335-4145105868	\$42,896.33		10/23/2019	
	CHQ#21354-3142576127	\$2,846.47		10/23/2019	
	BCRS ADVANCE		\$180,000.00	10/23/2019	\$95.17
	City of Greater AP		\$9,625.67	10/24/2019	
	RDC DEPOSIT		\$48,872.92	10/24/2019	
	ARI 57496 AP		\$5,421.47	10/24/2019	
	CITY OF SSM AP		\$11,208.22	10/24/2019	
	ELAVON MRCH SVC MSP		\$353.75	10/24/2019	
	CHQ#21336-0141065678	\$89.78		10/24/2019	
	CHQ#21334-0141518822	\$748.27		10/24/2019	
	CHQ#21342-0141524279	\$660.60		10/24/2019	
	CHQ#21329-1140839052	\$2,316.82		10/24/2019	
	CHQ#21324-0141384545	\$712.87		10/24/2019	
	CHQ#21346-1141038357	\$6,424.82		10/24/2019	
	CHQ#21360-2144314093	\$211.82		10/24/2019	
	CHQ#21345-3143007380	\$8,884.70		10/24/2019	
	CHQ#21358-3143008553	\$3,807.39		10/24/2019	
	CHQ#21232-3143333285	\$74,233.09		10/24/2019	
	BCRS ADVANCE		\$25,000.00	10/24/2019	\$2,487.04
	Closing Balance			10/24/2019	\$2,487.04
<b>Totals:</b>		<b>\$10,415,335.83</b>	<b>\$10,416,724.91</b>		
<b>Item Count:</b>		<b>392</b>	<b>243</b>		

**TAB H**

Exhibit "H" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.

  
\_\_\_\_\_  
C. John D'Agostino

A Commissioner of Oaths, etc.

John D'Agostino  
John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
1500 Lakeshore, North Bay, ON, P1B 2C8  
C.B.C. No. 33213Q



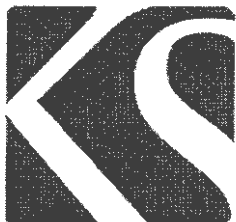
**Rahul Shastri**

---

**From:** Rahul Shastri  
**Sent:** October 29, 2019 5:35 PM  
**To:** 'jwadden@goodmans.ca'  
**Cc:** 'stam@gsnh.com'; 'parent@gsnh.com'; David Winer  
**Subject:** DEL CCAA - File 19054  
**Attachments:** 20191029-Counsel.pdf; 20191024-Gincor Current Account Transaction History.pdf

Please see our letter of today's date together with referenced attachments.

Rahul Shastri  
Kagan Shastri LLP  
P. 416.368.2100 Ext. 223  
E. [rshastri@ksllp.ca](mailto:rshastri@ksllp.ca)  
Privilege not waived.



**Kagan  
Shastri** <sup>LLP</sup>

LAWYERS

RAHUL SHASTRI  
T.416.368.2100 Ext. 223  
F.416.324.4200  
E. [rshastri@ksllp.ca](mailto:rshastri@ksllp.ca)

110

File No.: 19054

October 29, 2019

EMAIL: [jwadden@goodmans.ca](mailto:jwadden@goodmans.ca)

Jason Wadden  
Goodmans LLP  
Barristers & Solicitors  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON., M5H 2S7

Counsel to the Applicant

Dear Mr. Wadden:

Re: *Companies Creditors Arrangement Act* Proceedings of Del Equipment Inc.  
Court File No. CV-19-629552-CL

---

Thank you for your letter of October 28, 2019. We have reviewed same.

We disagree that Gin-Cor has misconstrued Justice Hainey's Order. We further disagree that Gin-Cor is in breach of the same.

The Order was made pursuant to r.45.02 and mandates that Gin-Cor deliver to the Monitor the specific funds it received from Mack Defence on August 28, 2019 and September 5, 2019. Under r.45.02, the requirement at law is that the funds have not been commingled and remain in existence as at the date of the Order. Based on our review of the materials since provided to us by Gin-Cor, neither circumstance is present.

From and after August 28, 2019 through to October 23, 2019, Gin-Cor's operating account, into which the funds from Mack Defence were deposited, had debits and credits totaling in excess of \$10MM all of which represented normal operating expenses including third party supplier payments, payroll and advances and repayments under its operating line. We attach the transaction history from the account for the period in question.

Should the Applicant (or the Monitor) continue to disagree with the matters noted above, an attendance before Justice Hainey will be required.

We look forward to your advice.

Yours truly,

KAGAN SHASTRI LLP



Rahul Shastri

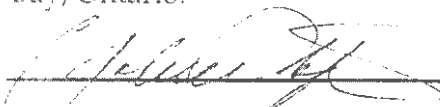
RS\*en

Encl.

c.c. client (by email with encl)  
Jennifer Stam (by email with encl.)  
Katie Parent (by email, with encl.)

# TAB I

Exhibit "I" to the Affidavit of Renzo Silveri, sworn  
this 3<sup>rd</sup> day of November 2019 in the City of North  
Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
140 Fisher Street, North Bay, ON, P1B 2C8  
SUC No. 33213Q



DURABODY INDUSTRIES LIMITED  
 Loan Account Statement (Bank)  
 Sunday, September 01, 2019 - Monday, September 30, 2019

<b>Account Name:</b> GCI-Loan 92027	<b>Account:</b> 9202785001	<b>Branch:</b> 3120	<b>Currency:</b> CAD
--	-------------------------------	------------------------	-------------------------

Description	Advances	Payments	Date	Balance
Balance Forward			08/31/2019	\$2,610,000.00
	\$75,000.00		09/03/2019	\$2,685,000.00
	\$120,000.00		09/04/2019	\$2,805,000.00
		\$1,140,000.00	09/05/2019	\$1,665,000.00
	\$545,000.00		09/06/2019	\$2,210,000.00
		\$205,000.00	09/09/2019	\$2,005,000.00
	\$70,000.00		09/10/2019	\$2,075,000.00
	\$40,000.00		09/11/2019	\$2,115,000.00
		\$395,000.00	09/12/2019	\$1,720,000.00
	\$10,000.00		09/13/2019	\$1,730,000.00
	\$35,000.00		09/16/2019	\$1,765,000.00
	\$60,000.00		09/17/2019	\$1,825,000.00
	\$210,000.00		09/18/2019	\$2,035,000.00
	\$100,000.00		09/19/2019	\$2,135,000.00
		\$60,000.00	09/20/2019	\$2,075,000.00
	\$310,000.00		09/23/2019	\$2,385,000.00
		\$85,000.00	09/24/2019	\$2,300,000.00
	\$30,000.00		09/25/2019	\$2,330,000.00
		\$400,000.00	09/26/2019	\$1,930,000.00
		\$675,000.00	09/27/2019	\$1,255,000.00
	\$140,000.00		09/30/2019	\$1,395,000.00
Closing Balance			09/30/2019	\$1,395,000.00

**Summary**

Total Advances	\$1,745,000.00
Total Item Payments	7
Total Item Advances	13
Total Payments	\$2,960,000.00
Average Balance - September	\$2,006,666.67
12 Month Avg Balance	\$2,671,919.70
Minimum Balance - September	\$1,255,000.00
Maximum Balance - September	\$2,805,000.00
Interest Collected - September	\$8,576.41
Interest Collected - YTD	\$106,392.37
Authorised Credit	\$3,995,000.00
Credit Still Available	\$2,600,000.00



DURABODY INDUSTRIES LIMITED  
 Loan Account Statement (Bank)  
 Tuesday, October 01, 2019 - Thursday, October 31, 2019

<b>Account Name:</b> GCI-Loan 92027	<b>Account:</b> 9202785001	<b>Branch:</b> 3120	<b>Currency:</b> CAD
--	-------------------------------	------------------------	-------------------------

Description	Advances	Payments	Date	Balance
Balance Forward			09/30/2019	\$1,395,000.00
	\$60,000.00		10/01/2019	\$1,455,000.00
	\$80,000.00		10/02/2019	\$1,535,000.00
	\$30,000.00		10/03/2019	\$1,565,000.00
		\$200,000.00	10/04/2019	\$1,365,000.00
		\$245,000.00	10/07/2019	\$1,120,000.00
	\$195,000.00		10/08/2019	\$1,315,000.00
		\$795,000.00	10/09/2019	\$520,000.00
	\$10,000.00		10/10/2019	\$530,000.00
	\$65,000.00		10/11/2019	\$595,000.00
	\$235,000.00		10/15/2019	\$830,000.00
	\$265,000.00		10/16/2019	\$1,095,000.00
		\$525,000.00	10/17/2019	\$570,000.00
	\$10,000.00		10/18/2019	\$580,000.00
		\$145,000.00	10/21/2019	\$435,000.00
		\$80,000.00	10/22/2019	\$355,000.00
	\$180,000.00		10/23/2019	\$535,000.00
	\$25,000.00		10/24/2019	\$560,000.00
		\$125,000.00	10/25/2019	\$435,000.00
	\$485,000.00		10/28/2019	\$920,000.00
		\$75,000.00	10/29/2019	\$845,000.00
	\$245,000.00		10/30/2019	\$1,090,000.00
	\$65,000.00		10/31/2019	\$1,155,000.00
Closing Balance			10/31/2019	\$1,155,000.00

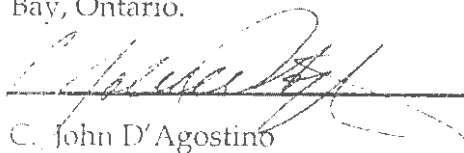
**Summary**

Total Advances	\$1,950,000.00
Total Item Payments	8
Total Item Advances	14
Total Payments	\$2,190,000.00
Average Balance - October	\$837,096.77
12 Month Avg Balance	\$2,499,392.82
Minimum Balance - October	\$355,000.00
Maximum Balance - October	\$1,565,000.00
Interest Collected - October	\$3,696.97
Interest Collected - YTD	\$110,089.34
Authorised Credit	\$3,995,000.00
Credit Still Available	\$2,840,000.00

**TAB J**



Exhibit "J" to the Affidavit of Renzo Silveri, sworn  
this 3<sup>rd</sup> day of November 2019 in the City of North  
Bay, Ontario.



---

C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
255C Fisher Street, North Bay, ON, P1B 2C2  
LSUC No. 33213Q

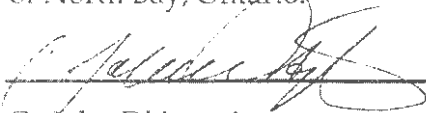
## CGI Cash Position

Date	Operating Account 5202***	Operating Loan 9202*****	Cumulative Balance
28-Aug-19	\$1,097.96	-\$2,190,000.00	-\$2,188,902.04
29-Aug-19	\$2,774.66	-\$2,365,000.00	-\$2,362,225.34
30-Aug-19	\$293.60	-\$2,610,000.00	-\$2,609,706.40
03-Sep-19	\$4,668.31	-\$2,685,000.00	-\$2,680,331.69
04-Sep-19	\$1,705.52	-\$2,805,000.00	-\$2,803,294.48
05-Sep-19	\$80.36	-\$1,665,000.00	-\$1,664,919.64
06-Sep-19	\$3,270.18	-\$2,210,000.00	-\$2,206,729.82
09-Sep-19	\$1,674.06	-\$2,005,000.00	-\$2,003,325.94
10-Sep-19	\$907.93	-\$2,075,000.00	-\$2,074,092.07
11-Sep-19	\$1,130.32	-\$2,115,000.00	-\$2,113,869.68
12-Sep-19	\$2,243.59	-\$1,720,000.00	-\$1,717,756.41
13-Sep-19	\$4,264.38	-\$1,730,000.00	-\$1,725,735.62
16-Sep-19	\$3,289.18	-\$1,765,000.00	-\$1,761,710.82
17-Sep-19	\$3,490.82	-\$1,825,000.00	-\$1,821,509.18
18-Sep-19	\$1,025.00	-\$2,035,000.00	-\$2,033,975.00
19-Sep-19	\$3,092.62	-\$2,135,000.00	-\$2,131,907.38
20-Sep-19	\$1,538.99	-\$2,075,000.00	-\$2,073,461.01
23-Sep-19	\$871.83	-\$2,385,000.00	-\$2,384,128.17
24-Sep-19	\$2,275.57	-\$2,300,000.00	-\$2,297,724.43
25-Sep-19	\$3,739.25	-\$2,330,000.00	-\$2,326,260.75
26-Sep-19	\$1,315.26	-\$1,930,000.00	-\$1,928,684.74
27-Sep-19	\$4,671.53	-\$1,255,000.00	-\$1,250,328.47
30-Sep-19	\$2,512.68	-\$1,395,000.00	-\$1,392,487.32
01-Oct-19	\$708.03	-\$1,455,000.00	-\$1,454,291.97
02-Oct-19	\$3,465.39	-\$1,535,000.00	-\$1,531,534.61
03-Oct-19	\$4,011.96	-\$1,565,000.00	-\$1,560,988.04
04-Oct-19	\$4,454.28	-\$1,365,000.00	-\$1,360,545.72
08-Oct-19	\$2,111.84	-\$1,120,000.00	-\$1,117,888.16
09-Oct-19	\$524.86	-\$520,000.00	-\$519,475.14

10-Oct-19	\$3,101.26	-\$530,000.00	-\$526,898.74
11-Oct-19	\$2,500.55	-\$595,000.00	-\$592,499.45
15-Oct-19	\$2,490.52	-\$830,000.00	-\$827,509.48
16-Oct-19	\$3,249.14	-\$1,095,000.00	-\$1,091,750.86
17-Oct-19	\$202.59	-\$570,000.00	-\$569,797.41
18-Oct-19	\$3,677.79	-\$580,000.00	-\$576,322.21
21-Oct-19	\$4,097.76	-\$435,000.00	-\$430,902.24
22-Oct-19	\$266.95	-\$355,000.00	-\$354,733.05
23-Oct-19	\$95.17	-\$535,000.00	-\$534,904.83
24-Oct-19	\$2,487.04	-\$560,000.00	-\$557,512.96

**TAB K**

Exhibit "K" to the Affidavit of Renzo Silveri,  
sworn this 3<sup>rd</sup> day of November 2019 in the City  
of North Bay, Ontario.



C. John D'Agostino

A Commissioner of Oaths, etc.

C. John D'Agostino  
C. John D'Agostino Law  
Professional Corporation  
Barristers & Solicitors  
2550 Fisher Street, North Bay, ON, P1A 2C6  
LEUC No. 332130

## OPTION AGREEMENT

**THIS OPTION AGREEMENT** is made as of the 30<sup>th</sup> day of April, 2018.

BETWEEN

**HOLT INDUSTRIES, INC.**, a corporation incorporated under the laws of the State of New York

(hereinafter the "Shareholder")

OF THE FIRST PART

-and-

**GCD HOLDINGS (2017) LIMITED**, a corporation incorporated under the laws of the Province of Ontario

(hereinafter the "Option Holder")

OF THE SECOND PART

**WHEREAS** the Shareholder is the absolute owner of all of the Common Shares in Del Hydraulics, Inc. (the "Corporation") as more specifically described below;

**AND WHEREAS** the Shareholder has agreed to grant to the Option Holder the right to purchase all of its Common Shares in the Corporation at a prescribed price and within a prescribed period of time;

**NOW THEREFORE**, in consideration of all covenants, premises, representations and warranties described below, and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Shareholder and Option Holder agree as follows:

### 1.0 INTERPRETATION

1.1 **Definitions.** In this agreement unless otherwise stated the following terms shall have the meaning prescribed for each:

"**Agreement**" means the terms and conditions described in Articles 1.0 through 10.0 inclusive, and the Schedules described in Article 2.0 incorporated by reference. This Agreement also includes all subsequent amendments in writing and executed by the Parties;

“**Business Day**” means any day other than Saturday or Sunday or a statutory holiday so recognized by the Province of Ontario;

“**Charge**” means any one of any; lien, mortgage, pledge, encumbrance or other security interest of any nature or kind, and “**Charges**” means more than one of them;

“**Common Shares**” means all of the common shares in the Corporation owned by the Shareholder;

“**EBITDA**” means earnings before interest expense, income taxes, depreciation, amortization, long-lived asset impairment, restructuring charges (for example, charges to accounts receivable and inventory, employee severance costs, plant consolidation charges, branch closure), and other one-time charges and gains.

“**GAAP**” means generally accepted accounting principles in effect from time to time in Canada or the United States, as the case may be, applicable to the relevant Person, applied in a consistent manner from period to period;

“**Option Holder Notification**” means the option holder notification appended as Schedule A;

“**Parties**” means the Shareholder and the Option Holder, and “**Party**” means one of them, as the context provides; and

- 1.2 **Accounting Terms.** Unless otherwise stated in this Agreement, all accounting terms shall be interpreted in accordance with GAAP.
- 1.3 **Currency.** All amounts described in this Agreement are in United States of America funds unless otherwise noted.
- 1.4 **Assignment.** Neither the Shareholder nor the Option Holder may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of either the Shareholder or the Option Holder as the case may be. Notwithstanding the above, the Option Holder may, without the prior consent of the Shareholder, assign this Agreement to any member of the Gin-Cor Group of Companies provided that any such assignee is a wholly owned subsidiary of Stang Holdings Inc. Each of the Shareholder and the Option Holder covenants that they will not allow the sale, assignment, donation, encumber, transfer, mortgage, pledge, charge, subject to a security interest, hypothecate, or otherwise permit the disposal of or in any way whatsoever directly or indirectly, deal with the ownership of any of the Shares of the Shareholder or the Option Holder or securities convertible into Shares of

the Shareholder now or hereafter beneficially owned by him, except in accordance with the terms of this Agreement, or except with the prior written consent of the Shareholder or the Option Holder.

- 1.5 **Sections, Headings and Contra Proferentum.** The division of this Agreement into Articles, Sections, Paragraphs and Schedules, and the insertion of headings are for convenience of reference only and shall not affect the interpretation of construction of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section, Paragraph or Schedule refers to the prescribed Article, Section, Paragraph or Schedules to this Agreement. The Shareholder and Option Holder each acknowledges that is has participated in determining the terms and conditions of this Agreement and that any rule of construction or doctrine of interpretation, including *contra proferentum*, construing or interpreting any ambiguity against the drafting party shall not apply.
- 1.6 **Gender and Number.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing one gender include the other gender.
- 1.7 **Invalidity.** Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this Agreement.
- 1.8 **Further Assurances.** The Parties shall with reasonable diligence do all things and provide all reasonable assurance as may be required to implement the provisions of this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect thereto.
- 1.9 **Waiver.** No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.
- 1.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ontario other than rules regarding conflict of laws. Subject to the arbitration provision of this Agreement, the courts of Ontario shall have exclusive jurisdiction to entertain any legal proceedings arising hereunder.



- 1.11 **Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof, and no extension or variation to this Agreement shall operate as a waiver of this provision.
- 1.12 **Amendment.** This Agreement may only be changed by a document in writing signed by both Parties.
- 1.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. It supersedes all prior agreements, understandings, representations, warranties, proposals, negotiations and discussions, whether oral or written, of the Parties.

## 2.0 SCHEDULES

- 2.1 The Schedule appended to and forming part of this Agreement are described in subsection 2.2 hereof. In the event of any inconsistency, ambiguity or conflict between the terms and conditions of this Agreement and any Schedule, the terms and conditions of this Agreement shall prevail.
- 2.2 The Schedules to this Agreement are as follows:
- |             |                             |
|-------------|-----------------------------|
| Schedule A: | Option Holder Notification  |
| Schedule B: | Purchase Price Calculation  |
| Schedule C  | Sustainable Working Capital |

## 3.0 OPTION GRANT

- 3.1 Subject to the terms and conditions of this Agreement including, without limitation, for the consideration described in Article 5.0 hereof and in accordance with the procedure described in Article 4.0, the Shareholder grants to the Option Holder, a right to purchase all right, title and beneficial interest in all of the Common Shares owned by the Shareholder.
- 3.2 The right to purchase the Common Shares granted by the Shareholder to the Option Holder under subsection 3.1 shall be in effect from the date of this Agreement until such time as the Option Holder has acquired a 51% interest in the common shares of Del Equipment Inc. or the third anniversary date of the execution of that certain Shareholders Agreement between Del Equipment Limited, GCD Holdings (2017) Limited, Paul H. Martin, Luc Stang, Stang Holdings Inc. and Del Equipment Inc. dated the 30<sup>th</sup> day of April, 2018 (the "Shareholders' Agreement") whichever date shall first occur after which

date said right shall automatically expire, forthwith, without the requirement of further notification or other communication from the Shareholder to the Option Holder.

#### **4.0 PROCEDURE FOR EXERCISE OF THE OPTION GRANT**

- 4.1 The Option Holder shall exercise the right granted by the Shareholder to purchase all of the Common Shares for the total price and the price per Common Share described in Article 6.0 by submission to the Shareholder of a signed Option Holder Notification, in the form appended to this Agreement as Schedule A, confirming the decision of the Option Holder to purchase all of the Common Shares.
- 4.2 Failure by the Option Holder to inform the Shareholder of its decision to purchase all of the Common Shares within the time period described in subsection 3.2, and by submission of the Option Holder Notification in writing described in subsection 4.1, shall void the right granted by the Shareholder to the Option Holder under this Agreement to purchase all of the Common Shares.

#### **5.0 OPTION PRICE AND PAYMENT TERMS**

- 5.1 As consideration for the right granted by the Shareholder to the Option Holder to purchase all of the Common Shares, the Option Holder shall pay to the Shareholder a deposit on account of the Purchase Price for the Common Shares the sum of THREE HUNDRED THOUSAND CDN DOLLARS (\$300,000.00 CDN) (the "Deposit"). Payment of the Deposit shall be held in trust for the Shareholder by the Del Equipment Limited's legal counsel, and delivered to the Del Equipment Limited's legal counsel concurrently with the execution of this Agreement by the Parties. Del Equipment Limited's legal counsel shall provide a confirmation notification when the Deposit has been received and placed into trust by Del Equipment Limited's legal counsel.
- 5.2 The Option Holder acknowledges and agrees that the Deposit paid to Del Equipment Limited's legal counsel under this Agreement is solely and exclusively for the right granted by the Shareholder to the Option Holder to purchase all of the Common Shares and the Deposit shall be applied to and deducted from the Purchase Price identified in Option Holder Notification contemplated in Article 6.0 herein. Except pursuant to the terms of Section 7.1.7 below, this payment is not refundable or otherwise returnable by the Shareholder to the Option Holder under any circumstance, and whether or not the Option Holder exercises the right to purchase all of the Common Shares.

## 6.0 PRICE FOR COMMON SHARES AND PAYMENT TERMS

6.1 For exercise of the right granted by the Shareholder to the Option Holder under this Agreement to purchase all of the Common Shares, the Option Holder shall pay to the Shareholder the sum of the fair market value of the Common Shares, which for these purposes shall be calculated as 4.7 times weighted average normalized EBITDA calculated from the Corporation's management prepared financial statements. For the purposes of this paragraph weighted average normalized EBITDA means the Corporation's earnings before interest, taxes, depreciation and amortization ("EBITDA") for the three years preceding the effective transfer date, weighting 3 times for the most current year, 2 times for the second preceding year and 1 time for the third preceding year divided by six and less all debt. The years shall be computed as follows:

- (a) the current year being the twelve-month period preceding the exercise of the right
- (b) the second preceding year being the twelve-month period preceding the current year
- (c) the third preceding year being the twelve-month period preceding the second preceding year.

Notwithstanding the above, the fair market value of the Common Shares on the effective transfer date as calculated following the valuation methodology described in this paragraph shall not be less than the figure calculated as the fair market value of the Common Shares as at the date upon which the Shareholders' Agreement has been executed by all parties following the valuation methodology described in this paragraph. An example of the calculation as at December 31, 2016 is appended at Schedule B.

6.1A The Purchase Price shall be increased or decreased by the excess or the shortfall, as the case may be, between the average of the sustainable working capital of the Corporation as set out in Schedule C attached hereto as adjusted to reflect normalized sustainable working capital based upon the average of the 2014, 2015 and 2016 fiscal year end financial statements of the Corporation and the actual sustainable working capital of the Corporation as at the date of the Option Holder Notification. For these purposes, nonnormalized sustainable working capital shall exclude Advance Receivable, Affiliates and Accounts Receivable, Affiliates, Non-Trade.

6.2 Payment by Option Holder of the Purchase Price for all of the Common Shares shall be delivered concurrently with delivery to the Shareholder of a signed Option Holder Notification in the form appended as Schedule A to this Agreement exercising the right granted by the Shareholder to the Option Holder to purchase all of the Common Shares.

6.3 The \$300,000.00 CDN payment referred to in paragraph 5.1 shall be creditable towards the purchase price for the Common Shares as calculated as described in paragraph 6.1.

## **7.0 REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER**

7.1 The Shareholder makes the following representations and warranties to the Option Holder acknowledging that the Option Holder is relying on each such representation and warranty in connection with the right granted by the Shareholder to the Option Holder to purchase all of the Common Shares, and with the further acknowledgment that the Option Holder would not have entered into this Agreement for the right to purchase all of the Common Shares without any of the representations and warranties of the Shareholder.

7.1.1 The Shareholder represents and warrants to the Option Holder that it has all necessary legal authority and capacity to enter into this Agreement and to the sale and transfer of all of the Common Shares to the Option Holder. There is no legal prohibition or other impediment to the sale and transfer of all of the Common Shares to the Option Holder or to any of the rights and obligations assumed by the Shareholder under this Agreement other than the required approval of the Bank of Montreal and the Royal Bank of Canada.

7.1.2 The Shareholder represents and warrants to the Option Holder that this Agreement has been duly executed and delivered by the Shareholder and is a set of legal and binding obligations of the Shareholder enforceable in accordance with its terms, except only as such enforcement may be restricted or limited by any applicable laws in regard to bankruptcy, insolvency or the enforcement of creditors' rights generally.

7.1.3 The Shareholder represents and warrants to the Option Holder that this Agreement, and its enforcement, does not conflict with any other agreement or legal obligation of the Shareholder, or cause a violation of any law, or order or judgment of any court or other legally constituted tribunal other than the agreements with the Bank of Montreal and the Royal Bank of Canada as disclosed to the Option Holder by the Shareholder.

7.1.4 The Shareholder represents and warrants to the Option Holder that it has good, complete and marketable title to, and ownership of, the Common Shares, free and clear of all Charges, and no other party has any option or other claim to ownership or any other beneficial interest in the Common Shares other than the interest of the Bank of Montreal and the Royal Bank of Canada as disclosed to the Option Holder by the Shareholder.

7.1.5 The Shareholder represents and warrants to the Option Holder that there are no other agreements, options, understandings, rights, privileges or commitments for the sale and transfer of Common Shares to any other party.

- 7.1.6 The Shareholder represents and warrants to the Option Holder that there are no claims, actions or other proceedings before any court or lawfully constituted tribunal, commission or agency that are pending, or to the knowledge of the Shareholder threatened, that could prohibit or otherwise compromise, delay or impede the sale and transfer of all of the Common Shares to the Option Holder under this Agreement, or in any manner or to any extent compromise the rights of the Option Holder under this Agreement to purchase all right, title and beneficial interest in all of the Common Shares.
- 7.1.7 In the event that either or both of the Bank of Montreal or Royal Bank of Canada do not provide their consent to the transaction contemplated herein, then the deposit referred to in Article 5.0 hereof, together with all interest accrued thereon shall be returned to the Option Holder within twenty business days of the denial of the consent of either the Bank of Montreal or Royal Bank of Canada.
- 7.1.8 The Corporation and the Shareholder jointly and severally represent and warrant that there are no known negative environmental conditions within the meaning of the Environmental Protection Act relating to any real property owned or leased by the Corporation and the Shareholder agree to indemnify and save harmless the Option Holder from and against any and all liabilities, losses, claims, damages and costs (hereinafter "Loss"), and lawyer's fees, on a substantial indemnity basis, and environmental consultant's fees and expenses, court costs and all other out-of-pocket expenses (the "Expenses") incurred or suffered by the Option Holder by reason of, resulting from, in connection with, or arising in any manner from the breach of the above representation and warranty or the inaccuracy of the above representation of the Corporation and Shareholder.
- 7.2 EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 7.0, ALL REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER TO THE OPTION HOLDER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXCLUDED.

## **8.0 REPRESENTATIONS AND WARRANTIES OF THE OPTION HOLDER**

- 8.1 The Option Holder makes the following representations and warranties to the Shareholder acknowledging that the Shareholder is relying on each such representation and warranty in connection with the right granted by the Shareholder to the Option Holder to purchase all of the Common Shares, and with the further acknowledgment that the Shareholder would not have entered into this Agreement for the right to purchase all of the Common Shares without any of the representations and warranties of the Option Holder.

- 8.1.1 The Option Holder represents and warrants to the Shareholder that it has all necessary legal authority and capacity to enter into this Agreement and to purchase and receive of all of the Common Shares from the Shareholder. There is no legal prohibition or other impediment to the purchase and receipt of all of the Common Shares from the Shareholder or to any of the rights and obligations assumed by the Option Holder under this Agreement.
- 8.1.2 The Option Holder represents and warrants to the Shareholder that this Agreement has been duly executed and delivered by the Option Holder and is a set of legal and binding obligations of the Option Holder enforceable in accordance with its terms, except only as such enforcement may be restricted or limited by any applicable laws in regard to bankruptcy, insolvency or the enforcement of creditors' rights generally.
- 8.1.3 The Option Holder represents and warrants to the Shareholder that this Agreement, and its enforcement, does not conflict with any other agreement or legal obligation of the Option Holder, or cause a violation of any law, or order or judgment of any court or other legally constituted tribunal.
- 8.1.4 [Intentionally Deleted].
- 8.1.5 The Option Holder represents and warrants to the Shareholder that the Option Holder has the financial capacity to pay for all of the Common Shares in accordance with the price and payment terms set out in Article 6.0.
- 8.2 EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 8.0, ALL REPRESENTATIONS AND WARRANTIES OF THE OPTION HOLDER TO THE SHAREHOLDER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXCLUDED.

## 9.0 ARBITRATION

- 9.1 **Arbitration.** If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, such dispute shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Toronto Region, upon the application of any of the said parties and a Judge of the Ontario Superior Court of Justice sitting in the Judicial District of Toronto Region shall be entitled to act as such arbitrator, if he so desires. The arbitration shall be held in the Municipality of Metropolitan Toronto. The procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the

arbitrator. The arbitration shall proceed in accordance with the provisions of the Arbitrations Act (Ontario), S.O. 1991, c. 17. The arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the board of arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## 10.0 GENERAL PROVISIONS

- 10.1 *Notice.* Except only as otherwise stated in this Agreement, all notices, requests, demands, claims and other communications under this Agreement shall be in writing and duly given if personally delivered, sent by prepaid registered mail, facsimile, electronic mail or other form of recorded communications tested prior to transmission, addressed to the other Parties as follows:

Shareholder: Holt Industries, Inc.  
571 Howard Street  
Buffalo NY 14623  
USA

Attention: Paul H. Martin, President  
[pmartin@delequipment.com](mailto:pmartin@delequipment.com)

Option Holder: GCD Holdings (2017) Limited  
51 Marine Drive  
Callander  
Ontario P0H 1H0

Attention: Luc Stang, President and Secretary-Treasurer  
[LucStang@gincor.com](mailto:LucStang@gincor.com)

Notice may be sent to such other address of which prior notice has been given by the recipient. Notice shall be deemed to have been received: (i) if personally delivered, as of the day it is delivered to the recipient; (ii) if mailed by prepaid registered mail, on the third (3<sup>rd</sup>) Business Day following the date of mailing; (iii) if by facsimile, at 9:00 am on the first (1<sup>st</sup>) Business Day following transmission; and (iv) if by electronic mail the first (1<sup>st</sup>) Business Day the electronic mail arrives in the recipient's electronic mail in-box,

provided only that the Party sending the message has not received any automatic reply indicating that the notice has not been delivered to the recipient.

- 10.2 **Independent Legal Advice.** The Parties acknowledge that they have been afforded the opportunity to obtain independent legal advice in regard to their respective rights and obligations under this Agreement. The Parties further acknowledge having read this Agreement in its entirety and have executed the same, voluntarily, without duress, coercion or undue influence.
- 10.3 **Enurement.** This Agreement shall enure and be binding upon the respective and permitted successors, heirs and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first mentioned above.

HOLT INDUSTRIES, INC.

Per: 

Paul H. Martin, President

I have authority to bind the Corporation

GCD HOLDINGS (2017) LIMITED

Per: 

Luc Stang, President and  
Secretary- Treasurer

I have authority to bind the Corporation



**SCHEDULE A****OPTION HOLDER NOTIFICATION**

In accordance with subsection 4.1 of the Option Agreement dated April 30<sup>th</sup>, 2018, Between GCD Holdings (2017) Limited (hereinafter the "Option Holder") and Holt Industries, Inc. (hereinafter the "Shareholder"), the Option Holder hereby declares its irrevocable decision to purchase all of the Common Shares in Del Hydraulics, Inc. (the "Corporation") from the Shareholder.

Further in accordance with subsection 6.1 of the Option Agreement dated April 30<sup>th</sup>, 2018 between the Option Holder and the Shareholder, the Option Holder confirms that payment to the Shareholder for all of the Common Shares in the Corporation shall be in the amount of \$ \_\_\_\_\_ US, and payable by means of a Certified Cheque which is delivered to the Shareholder concurrent with the delivery of this Option Holder Notification.

Signed and dated at \_\_\_\_\_, and delivered by the Option Holder to the Shareholder this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GCD HOLDINGS (2017) LIMITED.

Per: \_\_\_\_\_  
Luc Stang, President and Secretary-  
Treasurer

I have authority to bind the Corporation

## SCHEDULE B

## PARAGRAPH 6.1 CALCULATION AS AT DECEMBER 31, 2016

Holt Industries Inc.Option Agreement Paragraph 6.1 Calculation as of December 31, 201613-Oct-17

Prepared in \$US

Years ended	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>Total</u>
Net income	\$ 448,181	\$ 421,477	\$ 253,192	
Interest	-	-	-	
Taxes	243,570	229,629	133,028	
Depreciation and amortization	11,109	4,212	3,644	
EBITDA	<u>\$ 702,860</u>	<u>\$ 655,318</u>	<u>\$ 389,864</u>	
Factor	<u>4.7</u>	<u>4.7</u>	<u>4.7</u>	
Weighting	<u>3/6</u>	<u>2/6</u>	<u>1/6</u>	
Applied	<u>\$ 1,651,721</u>	<u>\$ 1,026,665</u>	<u>\$ 305,393</u>	<u>\$ 2,983,779</u>

## SCHEDULE C

## SUSTAINABLE WORKING CAPITAL OF THE CORPORATION RE PARAGRAPH 6.1A

Holt Industries Inc.Option Agreement Paragraph 6.1A Calculation as of December 31, 201613-Oct-17

Prepared in \$US

December 31	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>Average</u>
Cash	\$ 26,103	\$ 33,692	\$ 21,748	
Accounts receivable	314,697	419,206	295,311	
Advance to suppliers	20,029	4,078	34,641	
Inventory	723,876	792,396	1,106,684	
Deferred income taxes	2,094	100	5,164	
Prepaid income taxes	-	-	16,574	
Prepaid and other	10,639	3,775	7,057	
Prepaid insurance	-	-	15,572	
Taxes, property	-	403	392	
Total current liabilities	(279,219)	(567,150)	(203,285)	
Year end working capital	<u>\$ 818,219</u>	<u>\$ 686,500</u>	<u>\$ 1,299,858</u>	<u>\$ 934,859</u>

# TAB 2

Court File No. CV-19-629552-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE	)	TUESDAY, THE 22 <sup>nd</sup>
	)	
JUSTICE HAINES	)	DAY OF OCTOBER, 2019

BETWEEN:

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF ARRANGEMENT  
OF DEL EQUIPMENT INC.**

Applicant



**PRESERVATION ORDER**

(October 22, 2019)

THIS MOTION, made by Del Equipment Inc. (the "**Applicant**" or "**DEL**"), pursuant to Rule 45.02 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg 194 (the "**Rules**"). was heard without notice on this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas Lucky sworn October 20, 2019, and the Exhibits thereto (the "**Lucky Affidavit**"), and on hearing the submissions of counsel for the Applicant, counsel for MNP Ltd. (the "**Monitor**"), and those other parties present as indicated on the counsel sheet,

## SERVICE

1. THIS COURT ORDERS that the time for service, if applicable, for the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

## PRESERVATION OF FUNDS

2. THIS COURT ORDERS that funds in the amount of \$874,107.08, representing the funds received by Gin-Cor Industries Inc. ("**Gin-Cor**") from Mack Defense, LLC ("**Mack Defense**") via wire transfers made on or about August 28, 2019 and September 5, 2019 (the "**Funds**"), are to be transferred by Gin-Cor to the Monitor forthwith and in any event no later than October 25, 2019.

3. THIS COURT ORDERS that the Monitor shall continue to hold the Funds and to account for the Funds until further Order of the Court.

4. THIS COURT ORDERS that the Monitor shall incur no liability or obligation as a result of its carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the Initial Order made in these proceedings on October 22, 2019, the CCAA or any applicable legislation.

5. THIS COURT ORDERS that the Monitor shall have no obligation or duty to deposit the Funds in an interest bearing account and shall not be required to take any steps with respect to the Funds without further Order of this Court.

6. THIS COURT ORDERS that this Order is without prejudice to any argument that Gin-Cor may wish to make on a motion to set aside or vary this Order.

7. THIS COURT ORDERS that any of the Company, Gin-Cor and the Monitor may make a motion to this Court to set aside or vary this Order on seven days' notice to each of the Company and the Monitor provided that any such motion to set aside or vary this Order must be brought by no later than November 14, 2019.

~~8. THIS COURT ORDERS that the Company and Gin-Cor shall attend at a 9:30 Chambers appointment by no later than \_\_\_\_\_, 2019, to set a timetable for the hearing to determine the entitlement to the Funds.~~ *ZH*

9. THIS COURT ORDERS that in addition to the above, the Monitor may make a motion to this Court to seek advice and directions on any matter relating to this Order.

*Hainey J*

ENTERED AT THE OFFICE OF THE CLERK OF THE COURT  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.

OCT 22 2019

PER / PAR: *JT*

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
DEL EQUIPMENT INC.**

Court File No: C-11-19-629552-0001

Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER**

**GOODMANS LLP**  
Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, Canada M5H 2S7

**Jason Wadden** LSO #: 46757M

**Chris Armstrong** LSO#: 55148B

**Andrew Harmes** LSO#: 73221A

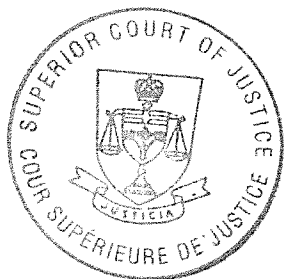
Tel: (416) 979-2211

Fax: (416) 979-1234

Lawyers for the Applicant,  
Del Equipment Inc.



# TAB 3



Court File No. CV-19-629552-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

<p><b>THE HONOURABLE MR. )</b></p> <p><b>JUSTICE HAINEY )</b></p>	<p>)</p> <p>)</p> <p>)</p>	<p><b>TUESDAY THE 5<sup>th</sup> DAY</b></p> <p><b>OF NOVEMBER, 2019</b></p>
---	----------------------------	--

BETWEEN:

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c.C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF  
ARRANGEMENT OF DEL EQUIPMENT INC.**

Applicant

---

**ORDER**

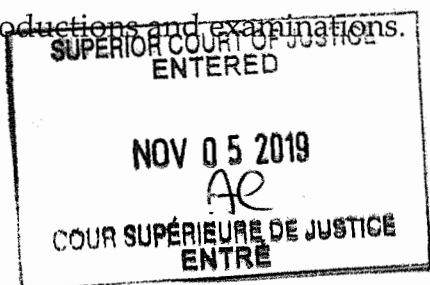
---

**THIS MOTION** brought by the Applicant for Directions and this Cross-Motion brought by Gin-Cor Industries Inc. (Gin-Cor") for an Order setting aside or otherwise varying the Preservation Order made October 22, 2019 (the "Preservation Order") was heard this day at Toronto, Ontario.

**ON BEING ADVISED** of the Consent of the Applicant, Gin-Cor and the Monitor, filed,

1. **THIS COURT ORDERS** that paragraphs 2 - 5 of the Preservation Order are hereby deleted.

2. **THIS COURT ORDERS** that the sum of \$874,107.08 (the "Fund") shall be paid by or on behalf of Gin-Cor to its lawyers, Kagan Shastri LLP. The Fund shall be paid forthwith and in no event no later than the comeback date on the underlying Application.
3. **THIS COURT FURTHER ORDERS** that Kagan Shastri LLP shall hold the Fund in a segregated interest bearing trust account pending further Court Order or the consent of the Applicant, Gin-Cor and the Monitor.
4. **THIS COURT FURTHER ORDERS** that payment of the Fund shall be without prejudice to Gin-Cor asserting that \$874,107.08 received by it from Mack Defence LLC was not a "specific fund" as referred to in r.45.02 or that such amount was commingled and/or disbursed prior to the date of the Preservation Order, or any other defence available to it at law or equity, including set-off.
5. **THIS COURT FURTHER ORDERS** that the costs of the Motion for the Preservation Order and the within Motions shall be reserved to the Judge who ultimately determines the parties' rights to the Fund.
6. **THIS COURT ORDERS AND DIRECTS** counsel for the Applicant, Gin-Cor and the Monitor to use best efforts to work out an expedited schedule for the determination of the issues as between the Applicant and Gin-Cor, including the exchange of pleadings, productions and examinations.



*Hainey J.*

DEL EQUIPMENT INC.  
Applicant

Court File No. CV-19-629552-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**KAGAN SHASTRI LLP**  
Lawyers  
188 Avenue Road  
Toronto ON M5R 2J1

**Rahul Shastri (33475V)**  
**David Winer (39330D)**  
P. (416) 368-2100 ext. 223/225  
F. (416) 324-4200/4202  
E. [rshastri@ksllp.ca](mailto:rshastri@ksllp.ca) / [dwiner@ksllp.ca](mailto:dwiner@ksllp.ca)  
Lawyers for the non-party,  
Gin-Cor Industries Inc.

RCP-E 4C (May 1, 2016)

# TAB 4

#	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
723	NRC INDUSTRIES INC.	4,573.99	398,740.76	182.33	-	-	403,497.08
ALB	7124 ARCTIC SNOWPLOW	3,799.69	-	1,410.43	-	-	5,210.12
ALB	8045 TBEI-RUGBY MNFG. CO.	-	-	18,984.00	-	-	18,984.00
ALB	8046 MAXON LIFT CORP	-	1,144.33	-	-	(1,019.48)	124.85
ALB	8050 AUTO CRANE CO (CALGARY)	247.32	3,368.95	1,943.59	-	-	5,559.86
ALB	8064 ZONE DEFENSE INC	-	407.82	-	-	-	407.82
ALB	9011 BOSS INDUSTRIES LLC.	-	222.70	-	-	-	222.70
ALB	9013 NORTH AMERICAN SIGNAL COMPANY	-	-	2,126.27	-	-	2,126.27
ALB	9019 BUYERS PRODUCT CO	4,702.35	4,663.58	3,587.67	-	-	12,953.60
ALB	9032 Optronics INTERNATIONAL LLC	-	-	1,453.10	-	-	1,453.10
ALB	9036 MILLER ELECTRIC MFG CO	-	408.70	1,474.05	-	(880.00)	1,002.75
ALB	9050 AUTO CRANE CO.	249,149.79	26,168.30	256,887.56	218,814.00	-	751,019.65
ALB	9056 EFFER/SOL.GE S.p.A.	1,329.15	5,004.07	1,743.99	4,050.09	4,604.00	16,731.30
ALB	9076 SWAPLOADER USA LTD.	-	-	20,008.45	-	-	20,008.45
ALB	9077 ROOT SPRING SCRAPER COMPANY	-	19,157.80	-	-	-	19,157.80
ALB	9084 RAMSEY WINCH CO	-	-	-	1,503.48	-	1,503.48
ALB	9089 SEALCO	1,452.90	-	-	-	-	1,452.90
ALB	9099 FEDEX FREIGHT	-	1,068.17	-	-	-	1,068.17
ALB	9106 GOLIGHT INC	-	867.94	-	-	(489.64)	378.30
ALB	9115 WIRED RITE SYSTEMS INC	406.13	-	-	-	-	406.13
ALB	9119 TOMMY GATE COMPANY	-	9,849.66	16,420.31	-	-	26,269.97
ALB	9132 SWENSON SPREADER	25,309.71	374,508.52	23,107.09	380.69	(958.22)	422,347.79
ALB	9250 VANAIR MANUFACTURING	17,210.96	1,643.95	3,446.14	-	-	22,301.05
ALB	9258 CERTIFIED CIRUS	-	395.95	17,908.31	-	-	18,304.26
ALB	101007 ABILITY HOSE	-	-	30.09	-	-	30.09
ALB	101056 ADVANCED COATINGS	8,943.06	4,175.92	5,324.56	-	-	18,443.54
ALB	101073 ASA ALLOYS	-	-	2,362.50	-	-	2,362.50
ALB	101076 AARON MACHINE SHOP	-	-	2,737.58	-	-	2,737.58
ALB	101083 ALSCO LINEN AND UNIFORM RENTAL	718.17	544.06	-	-	-	1,262.23
ALB	101135 ALL BLADES CANADA INC	-	459.62	-	-	-	459.62
ALB	101199 CAMPUS ENERGY	4,594.27	-	-	-	-	4,594.27
ALB	101200 CAMPUS ENERGY	1,234.10	-	-	-	-	1,234.10
ALB	102001 B & E IND ELECTRONICS LTD	-	-	48.46	-	-	48.46
ALB	102016 BOSS LUBRICANTS	1,779.23	-	-	-	-	1,779.23
ALB	102035 CANADIAN ENERGY	1,185.30	766.86	7,818.23	-	-	9,770.39
ALB	102084 BVD HOLDINGS CALGARY	-	-	-	36.00	-	36.00
ALB	103003 CALGARY FASTENERS & TOOLS LTD	1,570.62	1,309.27	5,849.08	-	1,422.72	10,151.69
ALB	103013 CAMPBELL-MACK SUPPLY (1985)LTD	498.75	-	-	-	-	498.75
ALB	103074 COLLINS MANUFACTURING CO. LTD.	172.95	2,450.34	844.33	-	-	3,467.62
ALB	103076 CAR-TISTIC CREATIONS	850.50	-	378.00	-	-	1,228.50
ALB	103089 CENTRAL AIR EQUIPMENT LTD.	-	-	-	-	688.26	688.26
ALB	103110 CLEAR CUT METAL WORKS INC.	168.00	-	319.20	-	-	487.20
ALB	103112 COMMERCIAL TRUCK EQUIP. CO.	-	-	145.76	-	-	145.76
ALB	103117 CALGARY TRUCK & TRAILER INC	-	-	210.00	-	-	210.00
ALB	103124 CANVAS MART (2002) LTD	-	236.25	-	-	-	236.25
ALB	103175 CRESTVIEW ELECTRIC LTD	-	-	262.08	-	-	262.08
ALB	103182 CANYON RIGGING & LIVESTOCK	190.81	-	-	-	-	190.81
ALB	103241 CITY OF REGINA	-	-	-	-	6,660.00	6,660.00
ALB	103461 CAM CLARK FORD	-	-	-	-	85,393.88	85,393.88
ALB	103997 ENMAX	-	339.30	-	-	-	339.30
ALB	104004 DAVIDSON ENMAN LUMBER LTD.	-	275.86	47.71	-	-	323.57
ALB	104010 DRIVE PRODUCTS - CALGARY	-	2,401.64	2,452.78	-	(1,221.12)	3,633.30
ALB	104042 CONQUR INDUSTRIES INC	-	-	31,815.00	-	-	31,815.00
ALB	104054 DRIVELINE SPECIALTIES INC	-	1,156.52	908.05	-	-	2,064.57
ALB	104084 DRIVE STAR SHUTTLE SYSTEMS LTD	-	236.25	-	-	-	236.25
ALB	104097 DHOLLANDIA CANADA	-	-	-	81.34	6.21	87.55
ALB	105002 CAN WEST LEGACY INC	33.96	63.00	109.25	-	-	206.21
ALB	105013 EVEREST EQUIPMENT CO	-	2,096.33	3,881.34	49,607.25	(3,946.71)	51,638.21
ALB	105018 EXPERTEC INNOVATIVE COMM VECH	1,160.15	41,755.75	-	-	-	42,915.90
ALB	105021 EECOL ELECTRIC CORP	-	10.18	-	-	-	10.18
ALB	105040 EZ STAK INC	-	7,020.24	-	-	-	7,020.24
ALB	106003 F & G SPECIALTY CHEMICALS LTD.	-	172.67	172.67	-	-	345.34
ALB	106005 FAUCHER INDUSTRIES INC	2,713.14	8,814.39	17,344.09	-	(42.28)	28,829.34
ALB	106012 FORT GARRY INDUSTRIES LTD	-	-	2,133.08	-	-	2,133.08
ALB	106021 FLO DRAULIC WEST	650.79	157.50	-	-	-	808.29
ALB	106031 FLUIDSEAL (AB) INC.	-	36.65	99.14	-	-	135.79
ALB	106113 FASTENAL CANADA COMPANY	-	1,200.09	-	-	-	1,200.09
ALB	107011 GRANDWEST ENTERPRISES INC.	5,204.77	2,351.01	3,661.44	-	-	11,217.22
ALB	107012 GREGG DISTRIBUTORS (CALG) LTD	7,108.29	13,502.01	51,758.98	428.66	-	72,797.94
ALB	107043 GINCOR GROUP	-	-	599.03	-	-	599.03
ALB	107056 GLOVER INT TRUCKS (PARTS)	-	-	43.28	-	-	43.28
ALB	108014 HI-WAY 9 EXPRESS LTD.	-	29.02	-	-	-	29.02
ALB	108064 HERCULES FORWARDING INC	244.64	-	-	-	-	244.64
ALB	109015 INTERIOR OFFROAD EQUIPMENT LTD	-	-	-	2,587.52	-	2,587.52
ALB	109081 INDUSTRIAL POWER TOOL MAINTEN	-	-	111.20	-	-	111.20
ALB	110075 JIMS CRANE SERVICE LTD	1,496.25	1,197.01	-	-	-	2,693.26
ALB	110086 JB AUTO CARRIER LTD	-	-	-	420.00	-	420.00
ALB	111004 KRISTIAN ELECTRIC LTD	-	115.50	-	-	-	115.50
ALB	111009 JUDY'S CARPET & CLEANING SERV.	-	1,308.28	1,155.84	-	-	2,464.12

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	111087	KT EXCAVATING LTD.	-	-	189.00	-	-	189.00
ALB	112121	LGM HARDWARE LTD	626.78	14.96	-	-	-	641.74
ALB	113001	MACLIN MOTORS LIMITED	-	-	523.44	-	-	523.44
ALB	113018	MODERN TOOL LTD	-	94.50	-	-	-	94.50
ALB	113033	METALS SUPERMARKETS (CALGARY)	-	-	72.91	-	-	72.91
ALB	113036	MEGA-TECH	-	773.38	-	-	-	773.38
ALB	113043	MONASHEE MFG CORP LTD	-	-	-	19,467.00	-	19,467.00
ALB	113076	MAXON LIFT CANADA LTD	-	7,560.00	-	-	-	7,560.00
ALB	113089	LAWSON PRODUCTS INC	-	-	-	134.82	-	134.82
ALB	114004	REVOLUTION ENVIRONMENTAL SOLUT	-	1,681.10	-	548.00	-	2,229.10
ALB	114005	NORWESCO INDUSTRIES (1983) LTD	2,474.87	-	-	(8.81)	-	2,466.06
ALB	114010	NORCAN FLUID POWER	34.86	-	-	-	-	34.86
ALB	114014	NEW WEST FREIGHTLINER INC.	473.34	-	-	-	-	473.34
ALB	114019	NORDSTRONG EQUIPMENT LIMITED	-	263.91	-	-	-	263.91
ALB	114036	UAP INC.	-	101.59	462.49	-	-	564.08
ALB	114037	NOR-MAR INDUSTRIES	-	91.68	-	-	-	91.68
ALB	114050	NEW LINE HOSE & FITTINGS	31.62	-	-	-	-	31.62
ALB	114132	NORAMCO A DIV OF NSC	-	1,777.96	-	-	-	1,777.96
ALB	115011	OXYGEN PRODUCTS CALGARY LTD.	-	346.50	367.47	-	-	713.97
ALB	115013	OE LOGISTICS	-	1,700.75	1,079.34	-	-	2,780.09
ALB	116019	PURULATOR INC	148.26	177.70	-	-	-	325.96
ALB	116025	PRAXAIR DISTRIBUTION	375.82	2,449.24	2,970.23	-	-	5,795.29
ALB	118010	RONA REVY INC	-	803.65	-	-	-	803.65
ALB	118021	RUSSEL METALS INC	13,675.41	8,337.74	17,329.41	333.90	-	39,676.46
ALB	118031	RANDSTAD CANADA	-	-	4,141.99	-	-	4,141.99
ALB	118049	RYAN'S COFFEE SERVICES LTD.	-	149.00	-	-	-	149.00
ALB	118074	RED ASSOCIATES ENGINEERING LTD	-	278.25	-	-	-	278.25
ALB	119019	SPAE-NAUR	-	147.47	-	-	-	147.47
ALB	119022	SPROUSE FIRE & SAFETY 1986	3,771.81	140.45	1,658.84	-	-	5,571.10
ALB	119024	STANDEN'S LTD	1,347.35	-	-	-	-	1,347.35
ALB	119025	SWS WARNING SYSTEMS INC.	-	-	1,528.79	-	-	1,528.79
ALB	119029	SUPERIOR PROPANE INC	91.99	100.55	157.15	-	-	349.69
ALB	119039	SUPREME BASICS	398.78	-	-	-	-	398.78
ALB	119049	STRONGCO C.M.E.	2,285.10	-	-	-	-	2,285.10
ALB	119100	SPARTA ENGINEERING	546.00	273.00	588.00	-	-	1,407.00
ALB	119106	SPARTAN SLING MFG INC.	-	2,750.46	-	-	-	2,750.46
ALB	120032	THE GEAR CENTRE	-	4,928.69	1,774.14	-	-	6,702.83
ALB	120054	TENAQUIP LIMITED	-	1,776.46	-	-	-	1,776.46
ALB	120093	TECHSPAN INDUSTRIES INC	1,678.46	2,139.06	2,856.81	-	-	6,674.33
ALB	120165	3 FAB METAL MANUFACTURING LTD	4,042.50	-	-	-	-	4,042.50
ALB	121008	UNITED PARCEL SERVICE	-	-	-	42.32	-	42.32
ALB	121025	UNICELL LIMITED	1,225.74	1,225.74	-	-	-	2,451.48
ALB	121114	UNIFIED ALLOYS	-	-	997.50	-	-	997.50
ALB	122001	VARSTEEL LTD	-	4,278.75	-	-	-	4,278.75
ALB	122003	VMAC	1,143.50	17,566.77	308.69	306.64	-	19,325.60
ALB	122083	VALTERRA POWER CA, LTD	1,600.88	-	1,124.78	-	-	2,725.66
ALB	123027	WALECTRIC INDUSTRIES INC.	-	-	689.47	-	-	689.47
ALB	123029	QUENCH CANADA INC	-	163.80	163.80	-	-	327.60
ALB	123031	WALTCO LIFT INC.	1,939.01	1,056.16	-	-	-	2,995.17
ALB	123035	WAJAX INDUSTRIAL COMPONENTS LP	681.32	900.49	-	-	-	1,581.81
ALB	123038	WURTH CANADA LIMITED	3,836.55	5,763.10	6,400.17	-	-	15,999.82
ALB	124002	XS HYDRAULICS	-	-	721.35	-	-	721.35
ALB	201014	A R W TRUCK EQUIPMENT LTD.	-	835.61	1,093.67	-	-	1,929.28
ALB	201090	AUTOMOTIVE RETAILERS PUBLISHIN	267.50	-	-	-	-	267.50
ALB	202023	BEAU-ROC INC.	1,580.65	-	-	-	-	1,580.65
ALB	203002	CANADIAN LINEN SUPPLY	332.63	431.06	72.93	-	-	836.62
ALB	203064	VALTERRA POWER	671.67	-	-	-	-	671.67
ALB	203075	CAMPUS ENERGY PARTNERS LP	2,781.98	-	-	-	-	2,781.98
ALB	204001	COMMERCIAL TRUCK EQUIPMENT CO.	-	123.63	-	-	-	123.63
ALB	204004	DRIVE PRODUCTS INC	13.07	1,129.79	-	-	-	1,142.86
ALB	204010	D M EXPRESS	-	473.29	245.44	-	-	718.73
ALB	204034	DIESEL TECH INDUSTRIES LTD.	1,732.50	-	-	-	-	1,732.50
ALB	204042	CONCUR INDUSTRIES INC.	-	15,913.80	-	-	-	15,913.80
ALB	205005	EPCOR	452.71	-	-	-	-	452.71
ALB	205017	EMPIRE HYDRAULICS & CHROME	-	3,663.70	1,756.92	-	-	5,420.62
ALB	205019	EVEREST EQUIPMENT CO	34,268.43	-	150,773.60	7,081.20	(918.75)	191,204.48
ALB	206008	FLUIDSEAL (AB) INC	9.64	-	203.02	-	-	212.66
ALB	206017	FAIRWAY TRANSPORTATION	11,320.00	-	-	-	-	11,320.00
ALB	206034	FINNING (CANADA)	-	-	370.06	-	-	370.06
ALB	207009	GREGG DISTRIBUTORS CO LTD	4,210.21	12,054.71	5,999.16	-	-	22,264.08
ALB	207020	GLOBAL HYDRAULIC SOLUTIONS	2,995.76	1,528.62	4,665.72	-	-	9,190.10
ALB	208013	HI-WAY 9 EXPRESS LTD.	246.11	-	-	-	-	246.11
ALB	209001	I M INDUSTRIES LTD	2,462.25	-	-	-	-	2,462.25
ALB	209009	IMPACT COATINGS INC.	729.54	1,015.06	2,770.26	-	-	4,514.86
ALB	209018	INLAND PLASTICS LTD	-	622.26	-	-	-	622.26
ALB	210009	JAN-PRO CLEANING SYSTEMS	-	782.25	782.25	-	-	1,564.50
ALB	210010	JETCO HEAVY DUTY LIGHTING	-	-	104.24	-	-	104.24
ALB	211004	KOVA ENGINEERING LTD	1,003.80	-	932.40	-	-	1,936.20

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	213006	MEGA-TECH	1,091.53	-	-	-	-	1,091.53
ALB	213021	MOTION CANADA	-	61.87	-	-	-	61.87
ALB	213025	MODERN TOOL LTD.	-	-	-	322.35	-	322.35
ALB	213039	MIDWEST FABRICATORS LTD	2,562.00	1,811.25	1,034.25	-	-	5,407.50
ALB	213041	MUTUAL PROPANE	72.45	150.60	198.90	99.45	17.93	539.33
ALB	214009	NORTH WEST CRANE LTD.	-	-	-	91.14	-	91.14
ALB	214010	NORDIC MECHANICAL SERVICES LTD	-	1,805.80	-	-	-	1,805.80
ALB	214012	NOR-MAR INDUSTRIES LTD.	5,502.45	3,428.05	-	-	-	8,930.50
ALB	215003	O'HARE SIGN CO.LTD.	70.35	-	-	-	-	70.35
ALB	215013	OVERHEAD CRANE SOLUTIONS INC	-	-	-	416.85	-	416.85
ALB	215014	OVERHEAD DOOR	-	-	1,440.08	-	-	1,440.08
ALB	216000	PACESETTER PRODUCTS	-	607.48	-	-	-	607.48
ALB	216024	POLAR MOBILITY RESEARCH LTD	126.00	-	-	-	-	126.00
ALB	216025	PRAXAIR CANADA INC. C9955	-	1,086.80	1,140.58	-	-	2,227.38
ALB	218008	RUSSEL METALS INC.	-	10,067.03	2,944.20	-	-	13,011.23
ALB	218037	RNR PORTABLE MACHINE & WELDING	-	420.00	115.50	-	-	535.50
ALB	218074	RPT INDUSTRIAL	-	2,439.99	-	-	-	2,439.99
ALB	219004	SUPERIOR LUMBER LTD	-	1,206.10	242.55	-	-	1,448.65
ALB	219016	STAHL PETERBILT INC.	-	414.82	-	-	-	414.82
ALB	219036	SATELITE PAINTING ENTERPRISES	1,198.84	-	9,719.33	9,261.00	-	20,179.17
ALB	219042	SCANRECO NORTH AMERICA	-	546.82	317.95	352.29	-	1,217.06
ALB	219050	STONY INSPECTION SERVICES INC	1,769.25	603.75	1,102.50	262.50	-	3,738.00
ALB	219132	STONY ENGINEERING INC.	-	-	-	630.00	-	630.00
ALB	219133	STEALTH BIN PRODUCTS	-	41,790.00	-	-	-	41,790.00
ALB	220007	THERMO KING WESTERN INC.	380.97	-	-	-	-	380.97
ALB	220009	TRACTION #561	162.32	693.71	-	-	-	856.03
ALB	220033	THE GEAR CENTRE	4,893.50	1,456.62	-	-	-	6,350.12
ALB	221001	UPS CANADA	195.46	1.84	-	-	-	197.30
ALB	221011	UNI-SELECT CANADA STORES INC.	-	136.56	-	-	-	136.56
ALB	222007	VAN HOUTTE COFFEE SERVICES	128.84	88.85	-	135.17	-	352.86
ALB	223011	WALECTRIC INDUSTRIES INC.	251.37	-	504.40	-	-	755.77
ALB	223017	WESTERN TRUCK BODY MFG. LTD.	-	-	2,345.23	419.90	-	2,765.13
ALB	223025	WESCO DISTRIBUTION	-	-	-	14.16	-	14.16
ALB	223026	WURTH CANADA LIMITED	164.70	2,454.58	1,863.95	-	-	4,483.23
ALB	223027	WELDPRO LIMITED	-	743.90	1,002.94	-	-	1,746.84
ALB	225002	YELLOWHEAD DRIVE-AWAY SERVICE	157.50	-	-	-	-	157.50
NSC	287	BDI DIV OF BELL MOBILITY INC.	994.37	-	-	-	-	994.37
NSC	310	PCM CANADA	-	6,955.52	2,864.55	-	-	9,820.07
NSC	312	DNSnetworks CORPORATION	-	-	1,247.24	-	-	1,247.24
NSC	321	LASER AGE INC.	-	-	5,400.00	-	-	5,400.00
NSC	325	WILSON VUKELICH LLP	-	-	-	-	4,731.56	4,731.56
NSC	336	GIN-COR INDUSTRIES INC.	-	-	97,824.97	135,109.03	16,665.52	249,599.52
NSC	354	DBIL HOLDINGS INC.	-	-	1,435.67	1,435.67	-	2,871.34
NSC	363	STUDIO G CREATIVE INC.	-	-	577.50	-	-	577.50
NSC	5000	SPOKANE COMPUTER INC	1,027.00	-	-	-	-	1,027.00
MTL	4001	NEXT HYDRAULICS SRL	5,247.50	-	-	-	-	5,247.50
MTL	5000	BUYERS PRODUCTS COMPANY	1,901.30	1,522.06	-	-	-	3,423.36
MTL	5002	JLG INDUSTRIES INC.(JERR-DAN)	541.77	2,838.50	203,995.97	-	-	207,376.24
MTL	5037	VANAIR MANUFACTURING INC.	-	249.75	-	-	-	249.75
MTL	30012	EXPRESS MONDOR	997.50	1,000.00	3,500.00	-	-	5,497.50
MTL	30015	BUCHER HYDRAULICS CORPORATION	1,117.51	592.09	-	-	-	1,709.60
MTL	30057	WESTBURNE, DIV. REXEL ELECT.	-	-	80.90	-	-	80.90
MTL	30064	VELVAC INC.	-	123.34	-	-	-	123.34
MTL	30086	FAUCHER INDUSTRIES INC.	3,735.89	-	-	-	-	3,735.89
MTL	30089	NORCAN ALUMINIUM PROD. INC.	21,799.95	15,286.97	5,612.06	-	0.00	42,698.98
MTL	30175	METAUX PROFUSION INC.	2,152.39	9,284.81	-	-	-	11,437.20
MTL	30192	ENVIRO CONNEXIONS	-	1,518.90	-	-	-	1,518.90
MTL	30239	MONTMORENCY FORD	-	335.83	-	-	-	335.83
MTL	30261	HYDRO QUEBEC	-	-	-	-	1,143.10	1,143.10
MTL	30280	FIBRES JASZTEX INC.	-	254.09	-	-	-	254.09
MTL	30288	DENIS OFFICE SUPPLIES AND FURN	-	533.93	-	-	-	533.93
MTL	30294	PUROLATOR INC.	145.44	-	-	-	-	145.44
MTL	30297	CANAFLEX INC.	60.09	-	-	-	-	60.09
MTL	30299	WALTCO LIFT INC.	4,397.61	-	-	-	-	4,397.61
MTL	30300	LES ATELIERS BEAU-ROC INC.	347.23	-	-	-	-	347.23
MTL	30303	ALCO TRANSPORT	1,793.69	403.62	-	-	-	2,197.31
MTL	30306	TECHSPAN INDUSTRIES INC.	1,427.58	54.50	314.10	-	-	1,796.18
MTL	30317	GROTE INDUSTRIES CO.	-	106.04	-	-	-	106.04
MTL	30318	ZONE TECHNOLOGIES	-	2,344.03	-	-	-	2,344.03
MTL	30323	WURTH CANADA LIMITED	1,098.14	3,454.87	-	-	-	4,553.01
MTL	30336	UPS CANADA	13.90	-	-	-	-	13.90
MTL	30345	SECURITRIM (2002) INC.	3,352.67	-	-	-	-	3,352.67
MTL	30347	UNICELL LIMITED	15,377.55	-	-	-	-	15,377.55
MTL	30408	SWS WARNING LIGHTS INC	-	126.00	-	-	-	126.00
MTL	30422	ACCELERATED CONNECTIONS INC	-	317.82	-	-	-	317.82
MTL	30444	HYMEC INC. HINO TROIS-RIVIERES	-	344.93	-	-	-	344.93
MTL	30458	LABRADOR	15.87	-	-	-	-	15.87
MTL	30467	HEBDRALUIQUE INC	149.10	187.55	-	-	-	336.65



Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
MTL	30501	ACKLANDS-GRAINGER INC.	219.37	-	-	-	-	219.37
MTL	30524	QUALITEK	3,326.18	1,101.96	-	-	-	4,428.14
MTL	30526	NOR-MAR INDUSTRIES LTD.	1,529.57	491.23	-	-	-	2,020.80
MTL	30553	DRIVETEC MANUFACTURING LTD	-	1,441.79	-	-	-	1,441.79
MTL	30607	TRI-STAR TRAFFIC & DIST. INC.	315.00	-	-	-	-	315.00
MTL	30629	TREBOR BUILDING PRODUCTS LTD	-	2,299.50	-	-	-	2,299.50
MTL	30717	ALSCO LINEN & UNIFORM	665.41	-	-	-	-	665.41
MTL	30743	DHOLLANDIA HYDRAULIC LIFTGATES	15,559.19	43,495.82	20,181.77	-	-	79,236.78
MTL	30755	CENTRE DU CAMION PROCAM	-	3,104.32	-	-	-	3,104.32
MTL	30765	MICHEL JEFFREY, SUSPENSIONS	413.95	-	-	-	-	413.95
MTL	30777	LES ENTREPRISES TERRA D	-	419.66	-	-	-	419.66
MTL	30785	VALPRO SERVICES D'ENTRETIEN	626.61	661.11	-	-	-	1,287.72
MTL	30789	GINCOR INDUSTRIES	35,616.09	78,810.79	85,643.71	-	-	200,070.59
MTL	30819	UAP INC (TRACTION ST-LAURENT)	132.23	340.03	64.90	-	-	537.16
MTL	30834	TST OVERLAND EXPRESS	211.62	-	-	-	-	211.62
MTL	30869	PULVERISATION DE LA CAPITALE	49.74	-	-	-	-	49.74
MTL	30877	ARC ELECTRONIQUE SL	608.80	-	-	-	-	608.80
MTL	30886	SIMARD SUSPENSIONS INC	689.85	-	-	-	-	689.85
MTN	5002	BUYERS PRODUCTS CO	6,917.92	8,802.92	-	-	-	15,720.84
MTN	5010	DEL HYDRAULICS INC	-	1,083.36	-	-	-	1,083.36
MTN	5011	CERTIFIED CIRUS CONTROL SYSTEM	-	-	-	-	18.86	18.86
MTN	5012	MIDLAND TRANSPORT-US FUNDS	379.06	-	-	-	-	379.06
MTN	5013	BEZARES USA	1,214.80	-	-	-	-	1,214.80
MTN	5014	STAHL	7,735.00	6,384.10	-	-	-	14,119.10
MTN	5016	SWAPLOADER USA LTD.	305.04	-	-	-	-	305.04
MTN	5046	SWENSON SPREADER	-	-	-	-	2,831.38	2,831.38
MTN	5050	B/A PRODUCTS CO.	-	513.45	518.82	-	-	1,032.27
MTN	5078	RAMSEY WINCH COMPANY	-	-	124.93	-	-	124.93
MTN	5088	NORTH AMERICAN SIGNAL COMPANY	-	2,008.13	-	-	-	2,008.13
MTN	5300	AUTO CRANE COMPANY	166.14	-	-	-	-	166.14
MTN	5506	JLG INDUSTRIES(JERR-DAN)	-	31,549.20	835.83	-	-	32,385.03
MTN	5511	MAXON LIFT CORP	179.39	-	-	-	-	179.39
MTN	30004	A.P.M. LIMITED	-	-	-	24.71	-	24.71
MTN	30040	LUTES MOUNTAIN TIRE	-	151.80	-	-	-	151.80
MTN	30044	MIDLAND TRANSPORT LIMITED	990.88	-	-	-	-	990.88
MTN	30062	THE GEAR CENTRE	-	1,459.32	886.03	-	10.31	2,355.66
MTN	30077	VELVAC	168.08	-	-	-	-	168.08
MTN	30116	BRUNSWICK CRANE RENTALS INC.	-	775.00	387.50	775.00	-	1,937.50
MTN	30129	D. R. Beers & Son Construction	-	126.50	5,327.20	-	-	5,453.70
MTN	30141	EASTERN SPRING WORKS LTD.	372.85	-	-	-	-	372.85
MTN	30146	FAIRVIEW FITTINGS	-	453.10	1,098.02	-	-	1,551.12
MTN	30147	FASTENAL CANADA	132.35	2,669.55	2,403.17	-	-	5,205.07
MTN	30153	GOODFELLOW INC.	-	3,101.10	-	-	-	3,101.10
MTN	30155	HOME HARDWARE(ELMWOOD)	35.17	-	34.49	-	-	69.66
MTN	30158	HYDROSTATIC SERVICES LTD.	-	-	2,486.48	1,375.25	-	3,861.73
MTN	30169	LIFTOW LTD	-	11.82	50.99	-	-	62.81
MTN	30178	MacDonald Pontiac Buick GMC Lt	-	110.31	-	-	-	110.31
MTN	30180	EASTCOAST MAINTENANCE SERVICES	25.07	-	-	-	-	25.07
MTN	30197	ODYSSEY CLEANING SOLUTIONS INC	621.00	776.25	621.00	-	-	2,018.25
MTN	30209	RUSSELL METALS INC.	8,255.63	7,722.94	2,395.11	-	-	18,373.68
MTN	30211	ARCTIC EQUIPMENT	-	-	616.17	-	-	616.17
MTN	30217	TARP-RITE INC.	1,172.31	3,972.33	291.07	-	-	5,435.71
MTN	30221	UAP INC	495.88	3,231.46	624.39	-	-	4,351.73
MTN	30223	TRI PROVINCE ENTERPRISES	-	-	773.63	-	-	773.63
MTN	30226	UPS CANADA	143.23	-	-	-	-	143.23
MTN	30228	Universal Truck & Trailer	13.58	35.98	41.30	-	(21.28)	69.58
MTN	30229	VAIL'S FABRIC SERVICES LTD.	510.68	404.28	219.88	-	-	1,134.84
MTN	30249	BRUNSWICK INDUSTRIAL SUPPLIES	-	-	23.81	-	787.41	811.22
MTN	30255	DRIVE PRODUCTS-HALIFAX	365.73	15,893.26	-	-	-	16,258.99
MTN	30277	APRIL SUPER FLO	2,367.98	2,518.73	2,652.21	-	-	7,538.92
MTN	30282	ARMSTRONG'S COMMUNICATION LTD	-	-	302.91	-	-	302.91
MTN	30286	A-PLUS DRIVE SHAFT INC.	362.25	-	-	-	468.95	831.20
MTN	30287	BEAU-ROC	-	74,444.35	-	-	-	74,444.35
MTN	30300	GROTE INDUSTRIES CANADA	409.52	272.21	1,135.08	-	-	1,816.81
MTN	30305	SAF-HOLLAND CANADA LIMITED	3,997.58	-	-	-	-	3,997.58
MTN	30307	KINEDYNE CANADA LTD	52.37	-	751.64	-	-	804.01
MTN	30309	LES PRODUITS METALLIQUES A.T	-	-	591.84	-	-	591.84
MTN	30315	POMAR HARDWARE & SUPPLY INC.	441.26	278.51	-	-	-	719.77
MTN	30323	SWS WARNING SYSTEMS INC	45.21	-	-	-	-	45.21
MTN	30326	WALCO LIFT INC.	1,626.75	3,288.20	(183.43)	-	-	4,731.52
MTN	30330	WHITING DOOR MANUFACTURING	(310.50)	92.38	1,537.95	-	-	1,319.83
MTN	30347	HYDRAULEX	-	-	3,636.33	-	-	3,636.33
MTN	30348	Unicell Ltd.	356.50	21,727.47	-	-	13,377.00	35,460.97
MTN	30366	EVEREST EQUIPMENT	352,490.20	-	100,089.73	-	-	452,579.93
MTN	30367	FAUCHER	-	563.49	-	-	-	563.49
MTN	30370	MESSER CANADA INC	1,629.10	-	-	-	-	1,629.10
MTN	30377	NORCAN ALUMINUM INC	-	3,376.98	-	-	-	3,376.98
MTN	30382	CAMROSE SAND & GRAVEL LTD	-	-	-	-	226.00	226.00

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
MTN	30402	MARITIME INDUSTRIAL RUBBER	9,677.94	6,278.35	11,517.13	-	-	27,473.42
MTN	30411	TECHSPAN INDUSTRIES INC.	248.49	2,285.64	-	-	-	2,534.13
MTN	30412	VOLTFLEX INNOVATIONS INC	256.08	-	-	-	-	256.08
MTN	30416	PURULATOR INC	233.18	-	-	-	-	233.18
MTN	30420	DISTRIBUTION 83 PPM INC.	115.50	28.00	70.00	-	-	213.50
MTN	30422	SHERWIN-WILLIAMS AUTOMOTIVE	5,810.27	4,530.71	844.78	-	-	11,185.76
MTN	30423	MIDLAND COURIER	443.11	-	-	-	-	443.11
MTN	30425	MYLES MUMFORD	6,900.00	-	-	-	-	6,900.00
MTN	30434	DESJARDINS CARD SERVICES	-	46.25	-	-	-	46.25
MTN	30436	MAILHOT INDUSTRIES	-	16,977.91	-	-	-	16,977.91
MTN	30450	GROENEVELD LUBRICATION	-	12,816.66	14,095.84	-	-	26,912.50
MTN	30460	ACTION TRUCK ACCESSORIES	1,011.39	-	-	-	-	1,011.39
MTN	30462	MIROMI ENTERPRISES ENRG	-	-	68.88	-	-	68.88
MTN	30475	ROGERS	218.88	-	-	-	-	218.88
MTN	30476	YELLOW PAGES GROUP	-	23.00	17.25	-	-	40.25
MTN	30478	EQUIP ELECTRIQUES REID 2002 IN	-	160.23	-	-	-	160.23
MTN	30479	MCSHEFFERY INDUSTRIES LTD	-	-	323.15	-	-	323.15
MTN	30516	DRIVETEC	-	(528.06)	780.55	-	-	252.49
MTN	30539	CRAIG MANUFACTURING	-	47,231.88	-	-	-	47,231.88
MTN	30541	BERENDSEN FLUID POWER	-	-	36,868.49	-	-	36,868.49
MTN	30542	HYDROLICO INTERNATIONAL INC.	1,150.00	-	-	-	-	1,150.00
MTN	30544	LOAD COVERING SOLUTIONS LTD	178.99	-	-	-	-	178.99
MTN	30549	WAJAX POWER SYSTEMS	6,542.14	-	-	-	-	6,542.14
MTN	30576	MARITIME HYDRAULIC REPAIR CENT	396.26	-	-	-	-	396.26
MTN	30584	METALTECH	448.50	-	-	-	-	448.50
MTN	30614	MONCTON GOLF&COUNTRY CLUB	-	-	690.00	-	-	690.00
MTN	30620	COASTAL ALUMINIUM MANUFACTURIN	10,005.00	-	-	-	-	10,005.00
MTN	30622	ADVANTAGE PERSONNEL LTD	-	2,976.50	-	-	-	2,976.50
MTN	30653	DENTS&STONES AUTOMOTIVE LTD	-	944.07	1,610.00	-	-	2,554.07
MTN	30660	DHOLLANDIA CANADA	-	-	12,990.74	-	-	12,990.74
MTN	30675	RPT INDUSTRIAL	-	2,935.74	-	-	-	2,935.74
MTN	30681	THERMO KING EASTERN CANADA	-	11,408.00	-	-	-	11,408.00
MTN	30682	GIN-COR INDUSTRIES INC	149.70	3,672.50	250.00	90,252.86	-	94,325.06
MTN	30692	GROUPE BIBEAU INC	1,860.89	43,740.90	37,161.67	-	-	82,763.46
MTN	30698	WALMAC TRANSPORTATION	2,500.00	3,500.00	-	-	-	6,000.00
MTN	30700	MARITIME COFFEE SERVICE	176.33	222.98	154.98	-	-	554.29
MTN	30701	CLASSIC FREIGHT SYSTEMS	5,060.00	-	-	-	-	5,060.00
MTN	30705	SELECT PRINTING & SIGNS	-	391.00	-	-	-	391.00
MTN	30707	PRICE SIGNS & DECALS	311.54	-	-	-	-	311.54
MTN	30708	VISUALIIZ MANAGEMENT CONSULTIN	8,625.00	-	-	-	-	8,625.00
MTN	(blank)	SUPPLIER MASTER NOT FOUND	-	1,343.30	5,132.48	-	362.69	6,838.47
NWMRKT	1000	NEXT HYDRAULICS	-	414.73	2,752.86	-	-	3,167.59
NWMRKT	5000	BUYERS PRODUCTS CO.	-	15,052.26	-	-	-	15,052.26
NWMRKT	5005	DEL HYDRAULICS INC.	-	11,520.46	-	7,284.00	551.20	19,355.66
NWMRKT	5019	ROLL RITE LLC	-	111.54	-	-	-	111.54
NWMRKT	5023	SWAPLOADER USA LTD	-	1,650.07	-	-	-	1,650.07
NWMRKT	5034	AUTO CRANE COMPANY	195.47	738.34	-	158.22	-	1,092.03
NWMRKT	5039	OPTRONICS INTERNATIONAL LLC	-	-	-	41.84	-	41.84
NWMRKT	5067	VANAIR MANUFACTURING	(12,285.00)	8,826.38	5,147.88	79,210.38	-	80,899.64
NWMRKT	5074	TOMMY GATE COMPANY	151.86	2,602.53	-	-	-	2,754.39
NWMRKT	5086	HORIZON GLOBAL AMERICAS	-	172.04	-	2,669.06	184.76	3,025.86
NWMRKT	5120	MANITOULIN GLOBAL FORWARDING	-	-	2,115.00	-	-	2,115.00
NWMRKT	10002	ABFLEX RUBBER INC.	-	12,839.06	13,514.80	3,378.70	-	29,732.56
NWMRKT	10018	APOGEE STEEL FABRICATION INC.	15,089.58	-	41,090.60	-	-	56,180.18
NWMRKT	10022	ASA ALLOYS INC.	-	-	410.91	-	-	410.91
NWMRKT	10029	BDI CANADA INC.	-	1,869.40	9,797.81	403.55	-	12,070.76
NWMRKT	10046	CAMFIL FARR INC.	1,573.59	-	-	-	-	1,573.59
NWMRKT	10052	CANADIAN THREADALL LTD.	-	1,871.17	6,793.46	-	-	8,664.63
NWMRKT	10053	CAPS'N PLUGS	-	949.20	-	-	-	949.20
NWMRKT	10075	CRAWFORD METAL CORP.	35,345.96	11,313.77	11,531.51	3,745.88	-	61,937.12
NWMRKT	10077	CUMMINS HYDRAULICS LTD.	-	217.54	474.60	2,034.00	-	2,726.14
NWMRKT	10090	DGI SUPPLY	-	-	1,549.12	-	-	1,549.12
NWMRKT	10092	THE FLUID POWER HOUSE INC.	-	-	-	-	1,299.95	1,299.95
NWMRKT	10105	DRIVE PRODUCTS INC.	-	1,094.26	-	-	-	1,094.26
NWMRKT	10106	DRIVETEC MANUFACTURING INC.	-	50.39	9,967.84	-	-	10,018.23
NWMRKT	10108	CARDINAL COURIERS LTD	94.00	14.59	12.98	-	-	121.57
NWMRKT	10109	ELASTO PROXY INC.	-	-	1,412.50	6,584.51	-	7,997.01
NWMRKT	10110	ELECTRO SONIC INC.	-	-	2,063.38	-	-	2,063.38
NWMRKT	10116	FAUCHER INDUSTRIES INC.	-	1,747.34	7.82	-	-	1,755.16
NWMRKT	10136	GIN-COR INDUSTRIES INC.	495.96	1,695.74	-	2,642.77	5,169.92	10,004.39
NWMRKT	10139	GROTE INDUSTRIES CO.	4,167.62	2,590.46	1,324.36	13,948.16	-	22,030.60
NWMRKT	10142	HALTON CHEMICAL INC.	-	1,702.58	-	-	-	1,702.58
NWMRKT	10160	HOSEPOWER CANADA	598.60	3,396.37	3,148.47	444.13	-	7,587.57
NWMRKT	10164	J & K DIE CASTING LTD.	-	29,684.65	34,142.79	27,770.94	189.84	91,788.22
NWMRKT	10168	KINEDYNE CANADA LTD.	337.53	-	-	-	-	337.53
NWMRKT	10176	MAILHOT ONTARIO	-	-	5,416.36	3,715.66	-	9,132.02
NWMRKT	10188	MISTER MECHANIC	-	1,237.35	1,237.35	(1,587.65)	-	887.05
NWMRKT	10189	MOBILE INDUSTRIAL SALES	-	-	699.20	-	-	699.20

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NWMRKT	10192	MOTION INDUSTRIES INC	-	-	-	356.05	-	356.05
NWMRKT	10194	MP FILTRI (CANADA) INC.	-	522.06	196.06	-	-	718.12
NWMRKT	10203	NEWARK-PREMIER FARNELL CANADA	-	-	292.76	-	-	292.76
NWMRKT	10204	NEWCOMB SPRING OF CANADA LTD.	-	1,624.00	5,723.45	1,968.35	-	9,315.80
NWMRKT	10217	BOCK NORTH AMERICA LTD.	-	-	48,350.79	-	-	48,350.79
NWMRKT	10222	PPG CANADA INC.	-	26,117.60	21,962.18	599.08	-	48,678.86
NWMRKT	10223	PRAXAIR DISTRIBUTION	-	12,531.13	17,001.83	20,408.25	-	49,941.21
NWMRKT	10227	PURULATOR INC.	598.80	-	-	-	-	598.80
NWMRKT	10237	RUSSEL METALS INC.	35,280.10	15,219.62	131,201.15	1,476.21	-	183,177.08
NWMRKT	10239	SAFETY-KLEEN LTD.	-	-	2,889.41	-	-	2,889.41
NWMRKT	10243	SAMUEL PLATE SALES	-	-	14,387.18	-	-	14,387.18
NWMRKT	10253	SIMBA POWDER COATING	-	-	1,130.00	11,298.53	-	12,428.53
NWMRKT	10254	SLING-CHOKER MFG. (HAMILTON)	-	465.47	303.28	404.86	-	1,173.61
NWMRKT	10263	SWS WARNING LIGHTS INC.	1,094.91	4,068.86	431.43	2,693.30	-	8,288.50
NWMRKT	10265	STANLEY MANUFACTURING INC.	-	1,163.45	-	-	-	1,163.45
NWMRKT	10266	STINSON EQUIPMENT LTD	-	-	1,514.92	-	-	1,514.92
NWMRKT	10268	SUNSOURCE	1,902.76	-	-	-	-	1,902.76
NWMRKT	10271	SWISSWAY MACHINING LIMITED	1,712.85	49,387.23	-	-	-	51,100.08
NWMRKT	10274	TECTRAN CO.	-	79.10	-	-	-	79.10
NWMRKT	10275	TECHSPAN INDUSTRIES INC	-	2,950.52	2,523.62	4,054.42	(321.25)	9,207.31
NWMRKT	10285	UPS CANADA	78.58	94.72	-	-	-	173.30
NWMRKT	10289	WALTCO LIFT INC.	641.81	2,082.42	332.14	-	-	3,056.37
NWMRKT	10294	UNICELL LTD. (TORONTO)	89,708.96	10,366.62	-	-	32,231.10	132,306.68
NWMRKT	10296	VANGUARD STEEL LTD.	-	-	2,630.08	-	-	2,630.08
NWMRKT	10299	VERSA FITTINGS INC.	-	404.54	-	-	-	404.54
NWMRKT	10300	VIC SAFETY INC.	8,647.23	-	3,928.51	-	-	12,575.74
NWMRKT	10305	WESTERN TARPULIN & CO.	4,244.39	3,937.16	1,338.37	1,274.72	-	10,794.64
NWMRKT	10307	WES-GARDE COMPONENTS GROUP INC	-	-	-	406.10	-	406.10
NWMRKT	10316	WURTH CANADA LTD.	-	-	-	-	236.46	236.46
NWMRKT	10339	LIGHTNING EQUIPMENT SALES INC	-	-	953.72	687.04	135.60	1,776.36
NWMRKT	10350	SPECTRUM ABRASIVES LIMITED	-	631.39	-	-	-	631.39
NWMRKT	10411	BEAU-ROC	1,353.19	-	2,471.03	-	-	3,824.22
NWMRKT	10434	EARLE M. JORGENSEN INC.	-	14,367.25	-	-	-	14,367.25
NWMRKT	10488	SWISS-O-MATIC	-	1,830.60	4,874.14	-	-	6,704.74
NWMRKT	10489	NORDSTRONG EQUIPMENT LTD.	-	-	1,967.27	-	-	1,967.27
NWMRKT	10509	HERCULES SEALING PRODUCTS CAN.	-	5,322.37	348.70	-	-	5,671.07
NWMRKT	10548	CINTAS CANADA LIMITED	2,680.79	5,278.59	1,453.46	-	-	9,412.84
NWMRKT	10603	PROVIX INC	1,056.55	-	-	-	-	1,056.55
NWMRKT	10666	THE FLUID POWER HOUSE INC	1,072.26	-	-	-	-	1,072.26
NWMRKT	10677	PRIMUS CANADA	0.79	-	0.39	-	-	1.18
NWMRKT	10695	HYDRO ONE NETWORKS INC.	77.12	73.13	94.97	149.09	207.25	601.56
NWMRKT	10750	PRECISION WASTE SYSTEMS LTD	8,650.00	-	-	-	-	8,650.00
NWMRKT	10788	RIDE-AIR CONTROLS INC.	-	-	-	108.07	-	108.07
NWMRKT	10866	D&D ENGINEERED PRODUCTS INC.	773.19	1,039.60	578.12	5,240.94	932.25	8,564.10
NWMRKT	10880	ICONIC ELEMENTS INC.	-	-	35,787.10	-	-	35,787.10
NWMRKT	10964	HYDROLIC INTERNATIONAL INC.	-	628.14	1,275.81	-	-	1,903.95
NWMRKT	11020	RUST STOP CANADA	-	-	632.80	-	-	632.80
NWMRKT	11035	BRAVE TRANSPORT INC.	3,707.06	-	1,264.73	-	-	4,971.79
NWMRKT	11071	STRADER TECHNOLOGIES	11,664.43	-	-	-	-	11,664.43
NWMRKT	11118	CHAMPION COMMERCIAL PRODCTS	-	-	922.76	-	-	922.76
NWMRKT	11119	VENTURE CHEM INC	-	-	-	-	790.29	790.29
NWMRKT	11122	THE GEAR CENTRE	5,242.69	(480.25)	656.47	8,035.46	-	13,454.37
NWMRKT	11169	TREBOR MANUFACTURING	-	-	2,538.75	-	-	2,538.75
NWMRKT	11177	KWIKSAVE LOGISTICS INC.	851.14	101.69	-	-	-	952.83
NWMRKT	11182	FREEWAY LIMITED	-	224.64	-	359.67	-	584.31
NWMRKT	11188	KLONDIKE LUBRICANTS CORP	-	-	5,330.89	-	-	5,330.89
NWMRKT	11191	MOUSER ELECTRONICS, INC.	-	-	-	1,043.65	-	1,043.65
NWMRKT	11196	LAIRD TRANSPORTATION & LOGISTS	-	11,440.99	-	-	-	11,440.99
NWMRKT	11233	SUPERIOR ALLOY TECHNOLOGY	-	-	2,681.49	-	-	2,681.49
NWMRKT	11257	ACCURATE SCREEN	-	-	203.40	6,226.30	-	6,429.70
NWMRKT	11289	PAT'S DRIVELINE	3,186.29	677.27	213.49	-	-	4,077.05
NWMRKT	11301	MADISON GENERATOR SERVICE	-	-	-	-	3,257.93	3,257.93
NWMRKT	11310	HINO, SOMERVILLE	-	-	146.90	-	-	146.90
NWMRKT	11349	DURABODY INDUSTRIES LIMITED	-	24,152.36	294,510.77	-	-	318,663.13
NWMRKT	11353	ANCR CANADA	-	-	111.42	-	-	111.42
NWMRKT	11357	RPT INDUSTRIAL	-	8,031.22	-	-	-	8,031.22
NWMRKT	11362	CIMMASTER INC	2,373.00	203.40	14,826.73	1,378.60	222.44	19,004.17
NWMRKT	11365	DHOLLANDIA LIFTGATE	-	-	-	7,926.51	-	7,926.51
NWMRKT	11368	FASTENAL CANADA NEWMARKET	4,350.22	25,773.13	16,379.73	2,854.87	116.98	49,474.93
NWMRKT	11373	EAGLE EQUIPMENT	3,955.00	-	-	-	-	3,955.00
NWMRKT	11387	MAXON LIFT CANADA, LTD.	-	50,456.65	4,536.00	-	-	54,992.65
NWMRKT	11392	FS TOOL	-	240.89	-	-	-	240.89
NWMRKT	11401	SHANAHAN FORD	-	22.13	-	5,766.53	-	5,788.66
NWMRKT	11408	IST SURFACE	-	-	1,072.09	-	-	1,072.09
NWMRKT	11416	GREENWAY PROPERTY SOLUTION INC	-	3,729.00	-	-	-	3,729.00
NWMRKT	11424	MAHER & CO. METALS	-	383.24	10,844.17	13,266.20	-	24,493.61
NWMRKT	11431	WHEELABRATOR GROUP	-	-	10,098.25	-	-	10,098.25
NWMRKT	11432	SNAP-ON	-	-	117.92	-	-	117.92

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NWMRKT	11457	CANADIAN CRANE	-	-	322.05	-	-	322.05
NWMRKT	11476	210 HARRY WALKERS HOLDING INC	23,948.41	-	-	-	-	23,948.41
NWMRKT	11481	MARKHAM MOWER LTD.	-	-	-	9,887.50	-	9,887.50
NWMRKT	11483	GROUPE CT	-	582.07	-	-	-	582.07
NWMRKT	11484	BRENNTAG CANADA INC	-	-	366.24	-	-	366.24
NWMRKT	11485	ALL TRADE RENTALS INC.	-	649.75	649.75	649.75	-	1,949.25
NWMRKT	11489	LEWIS MOTORS NEWMARKET	-	-	929.67	-	-	929.67
NWMRKT	11492	GROUPE BIBEAU INC	129.89	-	211.87	-	-	341.76
NWMRKT	11493	COMAIRCO EQUIPMENT LTD	-	-	2,061.65	-	-	2,061.65
NWMRKT	11497	BRASIER TRUCK SALES & SERVICE	-	-	-	-	120.29	120.29
NWMRKT	1001	EFFER S.p A	-	-	191.40	1,885.99	2,014.04	4,091.43
NWMRKT	5601	RUGBY MANUFACTURING CO.	119.37	-	-	-	-	119.37
NWMRKT	5602	AUTO CRANE COMPANY	-	396.56	-	-	-	396.56
NWMRKT	5603	SWENSON SPREADER CO.	1,162.54	974.75	6,927.81	-	-	9,065.10
NWMRKT	5623	JLG INDUSTRIES INC	-	-	-	-	251.63	251.63
NWMRKT	5641	B/A PRODUCTS	-	1,244.91	-	-	-	1,244.91
NWMRKT	5651	MAXON LIFT CORP	82.23	82.17	207.50	-	-	371.90
NWMRKT	5691	TOMMY GATE COMPANY	-	-	2,083.89	-	-	2,083.89
NWMRKT	60002	CANCADE CBI LIMITED	188.37	-	-	-	-	188.37
NWMRKT	60004	WHITING DOOR MANUFACTURING LTD	-	1,100.33	189.37	-	-	1,289.70
NWMRKT	60006	THE BOLT SUPPLY HOUSE LTD	37.38	53.80	33.52	-	-	124.70
NWMRKT	60021	MAILHOT INDUSTRIES ALTA	-	2,293.20	-	-	-	2,293.20
NWMRKT	60023	DAY & ROSS (HARTLAND) INC.	-	324.16	81.73	-	-	405.89
NWMRKT	60032	HBI OFFICE PLUS INC	-	92.77	-	-	-	92.77
NWMRKT	60037	AUTOMOTIVE & IND. SUPPLIES INC	47.36	741.67	178.05	-	-	967.08
NWMRKT	60040	BOSS LUBRICANTS	2,710.06	337.52	-	-	-	3,047.58
NWMRKT	60043	CANADIAN LINEN SUPPLY	327.44	338.60	146.69	-	-	812.73
NWMRKT	60044	CAPITAL FORD LINCOLN( SK)	172.28	-	-	-	-	172.28
NWMRKT	60047	CLOVERDALE PAINT INC	-	936.26	-	-	-	936.26
NWMRKT	60050	COOPER TOOLS & EQPT. WAREHOUSE	-	13.23	-	-	-	13.23
NWMRKT	60054	FORT GARRY (REG) INDUSTRIES	194.41	1,987.62	216.23	-	-	2,398.26
NWMRKT	60059	HYDRATEC HYDRAULICS	-	-	21.00	-	-	21.00
NWMRKT	60063	LORAAS' DISPOSAL SOUTH LTD	-	256.37	254.65	-	-	511.02
NWMRKT	60064	MAXIM TRUCK & TRAILER	-	38.20	-	-	26.78	64.98
NWMRKT	60067	PROVINCIAL HYDRAULICS	118.62	-	-	-	-	118.62
NWMRKT	60069	REGINA FASTENERS & TOOLS LTD	-	227.33	1,055.50	-	-	1,282.83
NWMRKT	60084	TRACTION HEAVY DUTY PARTS	530.50	-	-	-	-	530.50
NWMRKT	60091	ACE MANUFACTURING INC.	-	2,877.74	-	-	-	2,877.74
NWMRKT	60094	KOVA ENGINEERING SASK LTD	-	386.40	-	-	-	386.40
NWMRKT	60096	PRAXAIR DISTRIBUTION	-	145.01	735.15	-	-	880.16
NWMRKT	60098	MICHEL'S INDUSTRIES LTD.	657.08	-	-	-	-	657.08
NWMRKT	60099	FAUCHER INDUSTRIES INC. (QUE)	-	152.81	239.02	-	-	391.83
NWMRKT	60110	ALLWYNN STEEL	-	188.50	166.32	1,346.15	-	1,700.97
NWMRKT	60114	YRC	1,259.73	-	-	-	-	1,259.73
NWMRKT	60117	ACKLANDS-GRAINGER INC (WIN)	24.90	-	122.77	-	-	147.67
NWMRKT	60130	ERIKS INDUSTRIAL SERVICES LP	-	-	56.49	-	-	56.49
NWMRKT	60135	TS&M SUPPLY	9.86	55.15	-	-	-	65.01
NWMRKT	60138	VELVAC INC.	-	232.76	-	-	-	232.76
NWMRKT	60143	SAF-HOLLAND CANADA LTD	-	-	1,405.59	-	-	1,405.59
NWMRKT	60148	ARCTIC EQUIPMENT MFG. LTD.	-	-	-	-	412.52	412.52
NWMRKT	60152	WIL-TECH	603.51	-	811.92	60.34	-	1,475.77
NWMRKT	60154	WJAX POWER SYSTEMS	-	-	-	22.06	-	22.06
NWMRKT	60170	CMS METAL PRODUCTS	-	53.74	74.76	-	-	128.50
NWMRKT	60172	VMAC	89.08	7,064.58	4,674.97	-	-	11,828.63
NWMRKT	60174	WINACOTT WESTERN STAR	53.95	32.18	82.59	-	-	168.72
NWMRKT	60213	ACCELERATED CONNECTIONS INC	-	-	7.27	-	-	7.27
NWMRKT	60218	GREGG DISTRIBUTORS CO. LTD.	-	36.20	-	-	-	36.20
NWMRKT	60224	CAPITAL FIRE PROTECTION	-	350.76	-	-	-	350.76
NWMRKT	60225	BUSY-BEE ENTERPRISES	-	500.56	-	-	-	500.56
NWMRKT	60226	GROTE INDUSTRIES	-	-	206.64	-	-	206.64
NWMRKT	61464	SPRING SERVICE LTD	-	759.97	-	-	-	759.97
NWMRKT	61467	MAINLINE FLEET SERVICE	199.85	-	-	-	-	199.85
NWMRKT	61473	AUTO ELECTRIC SERVICE	-	-	21.15	-	-	21.15
NWMRKT	61512	3-D Delivery Ltd	-	-	12.92	-	-	12.92
NWMRKT	61515	RICOH CANADA INC.	-	-	1,175.32	-	-	1,175.32
NWMRKT	61554	ROSS MACHINE SHOP	-	-	878.73	-	-	878.73
NWMRKT	61561	ALTEC INDUSTRIES LTD	-	-	609.75	-	-	609.75
NWMRKT	61588	THE GEAR CENTER	-	2,326.29	-	-	-	2,326.29
NWMRKT	61599	ABLE COURIER	-	147.53	169.58	-	-	317.11
NWMRKT	61615	SECURITY BUILDING SUPPLIES	-	-	12.10	-	-	12.10
NWMRKT	61630	SASKBATTERY	-	-	207.90	-	-	207.90
NWMRKT	61649	ROME TRANSPORTATION INC	-	399.00	-	-	-	399.00
NWMRKT	61684	NIMBUS WATER	10.00	-	-	-	-	10.00
NWMRKT	61688	JAGR INDUSTRIAL ELECTRONICS	-	-	79.70	-	-	79.70
NWMRKT	61742	REGINA METAL WORKS	-	-	-	-	107.73	107.73
NWMRKT	61750	RCAP LEASING	-	-	245.98	-	-	245.98
NWMRKT	61754	MAXON CANADA LTD	-	-	6,882.75	-	-	6,882.75
NWMRKT	61773	KLS PATCHING INC	-	1,110.00	-	-	-	1,110.00

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NWMRKT	61774	PARKER HANNIFIN T9639U	-	2,701.99	-	-	-	2,701.99
NWMRKT	61775	ALLISTON TRUCK EQUIPMENT	-	232.30	-	-	-	232.30
VAN	1000	EFFER	-	979.39	-	-	-	979.39
VAN	5500	SWENSON SPREADER CO.	(711.49)	3,300.89	-	-	-	2,589.40
VAN	5506	JLG INDUSTRIES INC	2,368.83	4,772.78	-	-	-	7,141.61
VAN	5507	SWAPLOADER USA LTD	249.98	-	-	-	-	249.98
VAN	5508	PULLTARPS MFG.	-	2,835.50	-	-	-	2,835.50
VAN	5513	BUYERS PRODUCTS COMPANY	2,535.75	11,452.69	2,605.10	-	-	16,593.54
VAN	5518	HARPER INDUSTRIES INC.	1,454.25	-	219.02	-	-	1,673.27
VAN	5524	DEL HYDRAULICS	-	9,409.16	-	-	-	9,409.16
VAN	5525	TOWMATE	-	-	1,020.00	-	-	1,020.00
VAN	5526	MAXXIMA DIV OF PANOR CORP	-	1,311.75	-	-	-	1,311.75
VAN	5545	AUTOCRANE COMPANY	186.81	621.97	-	-	-	808.78
VAN	5554	VANAIR MANUFACTURING	-	-	11,723.48	-	-	11,723.48
VAN	5556	CODE 3	-	-	-	3,362.72	-	3,362.72
VAN	5558	CERTIFIED CIRUS CONTROL SYSTEM	14,873.05	-	-	-	-	14,873.05
VAN	5569	DIVERSIFIED METAL FABRICATORS	-	20,350.00	-	-	-	20,350.00
VAN	5579	CONTRACT MANUFACTURER,LLC	10,156.05	-	-	-	-	10,156.05
VAN	5696	MAXON LIFT CANADA LTD	-	-	238.36	-	-	238.36
VAN	50014	MESSER CANADA INC.	469.78	251.20	681.23	-	-	1,402.21
VAN	50015	WAJAX INDUSTRIAL COMPONENTS	3,492.84	-	-	-	-	3,492.84
VAN	50025	B C HYDRO	1,278.48	-	-	-	-	1,278.48
VAN	50026	WASTE CONNECTIONS OF CANADA IN	-	2,562.85	2,474.06	-	-	5,036.91
VAN	50028	CBS PARTS LTD.	-	-	226.47	-	-	226.47
VAN	50045	WILKINSON STEEL AND METALS INC	-	-	1,866.23	-	-	1,866.23
VAN	50047	BISON WIRE ROPE COMPANY LTD.	-	250.24	314.27	-	-	564.51
VAN	50049	CANADIAN LINEN SUPPLY B.C.	740.70	544.30	678.66	-	-	1,963.66
VAN	50050	CORPORATE EXPRESS CANADA INC.	90.55	474.09	226.08	-	-	790.72
VAN	50061	TWIN MAPLE MARKETING LTD.	-	736.31	-	-	-	736.31
VAN	50066	DAMS FORD LINCOLN SALES LTD	-	-	-	-	180.35	180.35
VAN	50068	HYPOWER SYSTEMS INC. - VANCVR	720.56	-	-	-	(78.97)	641.59
VAN	50076	COAST WELDING SUP. & RENTAL LT	554.78	420.18	100.38	-	-	1,075.34
VAN	50077	MONASHEE MANUFACTURING CORP.	-	-	6,065.85	-	-	6,065.85
VAN	50078	FORTIS B C	101.87	333.24	-	-	-	435.11
VAN	50080	ACCURATE ALARMS LTD.	-	-	78.75	-	-	78.75
VAN	50086	CHASE AUTO BODY SUPPLIES LTD	1,462.85	3,096.54	1,149.07	-	998.75	6,707.21
VAN	50095	SUPER SAVE DISPOSAL INC.	1,499.34	-	1,499.34	-	-	2,998.68
VAN	50097	BRENCO INDUSTRIES LTD.	4,731.30	-	-	-	-	4,731.30
VAN	50098	FAUCHER INDUSTRIES INC. (QUE)	-	1,350.12	442.28	-	-	1,792.40
VAN	50103	COMOX PACIFIC EXPRESS LTD.	-	219.25	-	-	-	219.25
VAN	50106	PURULATOR	123.66	-	-	-	-	123.66
VAN	50107	MANITOULIN TRANSPORT INC.	-	657.45	-	-	-	657.45
VAN	50109	MAILHOT INDUSTRIES ALTA	-	2,587.64	-	-	-	2,587.64
VAN	50112	DRIVE PRODUCTS	2,211.55	4,904.31	-	-	-	7,115.86
VAN	50122	GREGG DISTRIBUTORS	4,081.91	4,241.63	4,777.55	-	-	13,101.09
VAN	50126	BEAU-ROC	25,802.86	232.55	-	-	-	26,035.41
VAN	50136	HI-LITE TRUCK ACCESSORIES LTD	211.55	-	-	-	-	211.55
VAN	50148	REVENUE SERVICES OF B C	645.52	562.50	-	-	-	1,208.02
VAN	50152	EVEREST	-	8,354.14	-	-	-	8,354.14
VAN	50165	KOVA ENGINEERING BC LTD	446.25	-	-	-	-	446.25
VAN	50172	EXPRESS EMPLOYMENT PROFESS.	1,309.37	-	-	-	-	1,309.37
VAN	50177	WESTWOOD TIRE SERVICES	6,420.76	-	-	-	-	6,420.76
VAN	50189	ARCTIC EQUIPMENT MANUFACTURING	3,862.73	-	1,026.27	-	-	4,889.00
VAN	50191	TRIDENT FREIGHT LOGISTICS	3,465.00	7,500.00	-	-	-	10,965.00
VAN	50204	PSI FLUID POWER	-	811.06	-	-	-	811.06
VAN	50226	CANADIAN FREIGHTWAYS	-	1,479.89	-	-	-	1,479.89
VAN	50238	FALCON EQUIPMENT	-	-	28,301.92	-	-	28,301.92
VAN	50245	SWS WARNING LIGHTS INC	-	1,554.88	-	-	-	1,554.88
VAN	50260	ACE COURIER SERVICES	474.16	-	-	-	-	474.16
VAN	50273	COAST HOSE & FITTINGS	209.51	-	-	-	-	209.51
VAN	50290	NOR-MAR INDUSTRIES LTD	585.83	-	-	-	-	585.83
VAN	50308	A & B SHUTTLE SERVICES LTD.	157.50	367.50	-	-	-	525.00
VAN	50313	SHAW CABLE - ACCT 12325	-	592.76	-	-	-	592.76
VAN	50361	WURTH CANADA LIMITED	1,081.40	2,474.01	93.32	-	-	3,648.73
VAN	50424	ORKIN CANADA CORPORATION	-	121.80	121.80	-	-	243.60
VAN	50436	MANCORP INDUSTRIAL SALES LTD.	-	86.63	86.63	-	-	173.26
VAN	50447	NEWLINE HOSE & FITTINGS	-	126.04	-	-	-	126.04
VAN	50460	VERSA FITTINGS INC.	1,180.41	95.74	-	-	-	1,276.15
VAN	50461	VMAC	1,247.32	-	572.08	-	-	1,819.40
VAN	50471	PAT'S DRIVELINE	-	7,298.58	2,212.73	-	-	9,511.31
VAN	50480	EARTHQUAKE INDUSTRIES	-	-	72.45	-	-	72.45
VAN	50481	GOLDEN EARS	-	3,360.03	-	-	-	3,360.03
VAN	50502	SAF-HOLLAND CANADA LTD	392.74	-	-	-	-	392.74
VAN	50547	LEVITT-SAFETY LTD.	-	249.38	-	-	-	249.38
VAN	50549	GRAINMASTER MANUFACTURING LTD	23,677.50	-	-	-	-	23,677.50
VAN	50572	RICOH CANADA INC	-	1,350.76	-	-	-	1,350.76
VAN	50603	QUALITY FIRST BUILDING MAINT.	304.50	609.00	-	-	-	913.50
VAN	50619	EXPRESS CUSTOM TRAILER MFG INC	-	-	9,607.50	-	-	9,607.50

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
VAN	50648	SHAW BUSINESS 014-2141-1038	-	123.15	-	-	-	123.15
VAN	50669	RPT INDUSTRIAL	-	-	1,848.00	-	-	1,848.00
VAN	50672	CITY OF PORT COQUITLAM	-	1,369.76	-	-	-	1,369.76
VAN	50682	DURABODY IND. LTD.	36.75	-	-	-	-	36.75
VAN	50690	SHUR-CO CANADA ULC	-	-	59.52	-	-	59.52
VAN	50692	SPI LOGISTICS	-	718.82	-	-	-	718.82
VAN	50698	THE GEAR CENTRE	2,316.98	-	-	-	-	2,316.98
VAN	50699	PACIFIC INTERIOR TRUCKS	-	3,215.22	-	-	-	3,215.22
			1,458,428.67	2,212,237.75	2,377,785.77	814,432.89	179,156.14	7,042,041.22

# TAB 5

	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
	08 A & B SHUTTLE SERVICES LTD.	553.91	-	-	-	-	553.91
VAN	50117 A J FORSYTH	6,018.48	-	-	-	-	6,018.48
VAN	50080 ACCURATE ALARMS LTD.	78.75	-	-	-	-	78.75
VAN	50260 ACE COURIER SERVICES	68.69	-	-	-	-	68.69
VAN	5545 AUTOCRANE COMPANY	5,100.47	-	-	-	-	5,100.47
VAN	50027 B & J PARTS & MACHINE LTD.	171.70	-	-	-	-	171.70
VAN	50025 B C HYDRO	1,234.57	-	-	-	-	1,234.57
VAN	5523 B/A PRODUCTS CO.	1,390.66	-	-	-	-	1,390.66
VAN	50126 BEAU-ROC	46,559.31	13,927.13	-	-	-	60,486.44
VAN	50097 BRENCO INDUSTRIES LTD.	1,707.30	-	-	-	-	1,707.30
VAN	50226 CANADIAN FREIGHTWAYS	574.73	-	-	-	-	574.73
VAN	50049 CANADIAN LINEN SUPPLY B.C.	1,430.48	819.94	134.52	-	-	2,384.94
VAN	50622 CARIBOU ROAD SERVICES	278.59	-	-	-	-	278.59
VAN	5558 CERTIFIED CIRUS CONTROL SYSTEM	-	15,275.35	-	-	-	15,275.35
VAN	50302 CHAMPION INDUSTRIAL EQUIPMENT	853.48	-	-	-	-	853.48
VAN	50672 CITY OF PORT COQUITLAM	13,324.00	13,324.00	1,369.76	-	-	28,017.76
VAN	50086 COLOR COMPASS	13,887.42	-	-	-	-	13,887.42
VAN	50103 COMOX PACIFIC EXPRESS LTD.	-	220.11	-	-	-	220.11
VAN	50050 CORPORATE EXPRESS CANADA INC.	229.81	-	175.62	-	-	405.43
VAN	5524 DEL HYDRAULICS	3,571.16	-	-	-	-	3,571.16
VAN	50031 DIAMOND DELIVERY SERVICES	916.61	-	-	-	-	916.61
VAN	5569 DIVERSIFIED METAL FABRICATORS	-	20,350.00	-	-	-	20,350.00
VAN	50112 DRIVE PRODUCTS	527.20	-	-	-	-	527.20
VAN	50682 DURABODY IND. LTD.	-	36.75	-	-	-	36.75
VAN	50480 EARTHQUAKE INDUSTRIES	-	-	72.45	-	-	72.45
VAN	1000 EFFER	2,237.76	-	-	-	-	2,237.76
VAN	50152 EVEREST	19,964.98	-	-	-	-	19,964.98
VAN	50238 FALCON EQUIPMENT	-	-	28,301.92	-	-	28,301.92
VAN	50098 FAUCHER INDUSTRIES INC. (QUE)	1,533.16	-	-	-	-	1,533.16
VAN	50078 FORTIS B C	57.74	-	-	-	-	57.74
VAN	50481 GOLDEN EARS	12,966.16	-	-	-	-	12,966.16
VAN	50122 GREGG DISTRIBUTORS	10,590.49	-	-	-	-	10,590.49
VAN	50136 HI-LITE TRUCK ACCESSORIES LTD	341.25	-	-	-	-	341.25
VAN	50161 HOSE POWER CANADA	6,786.65	-	-	-	-	6,786.65
VAN	50068 HYPower SYSTEMS INC. - VANCVR	3,530.70	-	-	-	-	3,530.70
VAN	5506 JLG INDUSTRIES INC	29,316.80	-	-	-	-	29,316.80
VAN	50369 KROWN	-	2,575.11	-	-	-	2,575.11
VAN	50332 LEAVITT MACHINERY	242.43	-	-	-	-	242.43
VAN	50109 MAILHOT INDUSTRIES ALTA	-	-	2,587.64	-	-	2,587.64
VAN	50014 MESSER CANADA INC.	495.50	-	-	-	-	495.50
VAN	50055 METRO MOTORS LTD.	739.39	-	-	-	-	739.39
VAN	50077 MONASHEE MANUFACTURING CORP.	19,467.00	-	-	-	-	19,467.00
VAN	50447 NEWLINE HOSE & FITTINGS	1,781.87	-	-	-	-	1,781.87
VAN	50424 ORKIN CANADA CORPORATION	258.30	-	-	-	-	258.30
VAN	50471 PAT'S DRIVELINE	476.78	3,137.79	(3,137.79)	-	-	476.78
VAN	5512 POWER UP PRODUCTS	969.39	-	-	-	-	969.39
VAN	50204 PSI FLUID POWER	-	-	811.06	-	-	811.06
VAN	50106 PUROLATOR	985.16	-	-	-	-	985.16
VAN	50603 QUALITY FIRST BUILDING MAINT.	609.00	-	-	-	-	609.00
VAN	50176 QUENCH CANADA INC.	532.22	-	-	-	-	532.22
VAN	50679 REDWOOD PLASTICS & RUBBER CORP	955.50	-	-	-	-	955.50
VAN	50148 REVENUE SERVICES OF B C	562.50	-	-	-	-	562.50
VAN	50572 RICOH CANADA INC	-	1,350.76	-	-	-	1,350.76
VAN	50181 ROYAL CITY FIRE SUPPLIES LTD	449.38	-	-	-	-	449.38
VAN	5701 SECURE TOW	479.73	-	-	-	-	479.73
VAN	50692 SPI LOGISTICS	802.08	-	-	-	-	802.08
VAN	50095 SUPER SAVE DISPOSAL INC.	1,499.34	-	-	-	-	1,499.34
VAN	5500 SWENSON SPREADER CO.	1,280.87	18.31	-	-	-	1,299.18
VAN	50693 TEAM EAGLE LTD.	287,595.00	-	-	-	-	287,595.00
VAN	50614 TEAM TUBE	2,037.00	-	-	-	-	2,037.00
VAN	50698 THE GEAR CENTRE	2,393.73	-	-	-	-	2,393.73
VAN	50191 TRIDENT FREIGHT LOGISTICS	19,900.00	-	-	-	-	19,900.00
VAN	5568 TRUCK BODIES & EQUIP IN. INC.	5,306.00	-	-	-	-	5,306.00
VAN	50460 VERSA FITTINGS INC.	-	1,180.41	-	-	-	1,180.41
VAN	50461 VMAC	1,399.50	-	-	-	-	1,399.50
VAN	50015 WAJAX INDUSTRIAL COMPONENTS	-	3,492.84	-	-	-	3,492.84
VAN	50192 WALTCO LIFT INC.	97.14	-	-	-	-	97.14
VAN	50026 WASTE CONNECTIONS OF CANADA IN	2,561.29	-	-	-	-	2,561.29
VAN	50140 WESTERN SAFETY PRODUCTS	130.10	-	-	-	-	130.10
VAN	50177 WESTWOOD TIRE SERVICES	6,420.76	-	-	-	-	6,420.76
VAN	50680 WORK TRUCK WEST	3,801.00	-	-	-	-	3,801.00
ALB	101056 ADVANCED COATINGS	100.68	-	-	-	-	100.68
ALB	201057 AGILITY LOGISTICS CO.	10,305.39	855.31	-	-	-	11,160.70
ALB	8050 AUTO CRANE CO (CALGARY)	-	6,229.32	327.60	-	-	6,556.92
ALB	9050 AUTO CRANE CO.	81,075.63	496,872.63	-	247,455.00	181,814.00	1,007,217.26
ALB	102038 BEAU-ROC INC.	34,784.84	(48.00)	-	1,068.90	(331.27)	35,474.47
ALB	9121 BEZARES USA	145.33	-	-	-	-	145.33
ALB	202018 BOON-TEK INDUSTRIES LTD	83.75	-	-	-	-	83.75
ALB	102016 BOSS LUBRICANTS	210.60	-	-	-	-	210.60



Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	103003	CALGARY FASTENERS & TOOLS LTD	115.58	-	-	-	-	115 58
ALB	203063	CANADIAN ENERGY	2,038.57	-	-	-	-	2,038 57
ALB	203002	CANADIAN LINEN SUPPLY	43.36	-	-	-	-	43 36
ALB	203057	CANADIAN TOWING EQUIPMENT	950.48	-	-	-	-	950.48
ALB	9258	CERTIFIED CIRUS	2,316.56	-	-	-	-	2,316 56
ALB	103241	CITY OF REGINA	-	-	660.00	-	-	660 00
ALB	103027	CITY WIDE RADIATOR LTD	7.68	-	-	-	-	7.68
ALB	204042	CONQR INDUSTRIES INC.	-	51,777.18	-	-	-	51,777.18
ALB	103041	CONTINENTAL WIRE CLOTH	-	72.56	-	-	-	72 56
ALB	204010	D M EXPRESS	666.75	-	-	-	-	666.75
ALB	204034	DIESEL TECH INDUSTRIES LTD.	3,547.50	-	-	-	-	3,547 50
ALB	204012	DINERS CLUB	18,830.35	-	-	-	-	18,830 35
ALB	104054	DRIVELINE SPECIALTIES INC	-	-	55.07	-	-	55 07
ALB	205018	EDMONTON NUT & BOLT	191.44	-	-	-	-	191.44
ALB	9056	EFFER/SOL.GE S.p A.	150,480.96	-	-	-	-	150,480 96
ALB	9130	ELLIOTT EQUIPMENT COMPANY	-	183.78	-	-	-	183.78
ALB	205017	EMPIRE HYDRAULICS & CHROME	3,895.21	-	-	-	-	3,895 21
ALB	205019	EVEREST EQUIPMENT CO	2,003.37	-	-	-	-	2,003 37
ALB	105018	EXPERTEC INNOVATIVE COMM VECH	-	22,434.90	-	-	-	22,434 90
ALB	206008	FLUIDSEAL (AB) INC	0.51	-	-	-	-	0 51
ALB	107043	GINCOR GROUP	1,674.08	-	599.03	-	-	2,273.11
ALB	207020	GLOBAL HYDRAULIC SOLUTIONS	5,476.96	-	-	-	-	5,476 96
ALB	9106	GOLIGHT INC	-	867.94	-	-	321.12	1,189 06
ALB	107012	GREGG DISTRIBUTORS (CALG) LTD	6,753.76	177.53	-	-	-	6,931 29
ALB	207009	GREGG DISTRIBUTORS CO LTD	7,724.97	0.14	-	-	-	7,725.11
ALB	208013	HI-WAY 9 EXPRESS LTD.	103.75	-	-	-	-	103.75
ALB	209009	IMPACT COATINGS INC.	71.14	-	-	-	-	71.14
ALB	209017	IROC SERVICE SUPPLY INC.	2,063.70	-	-	-	-	2,063.70
ALB	210009	JAN-PRO CLEANING SYSTEMS	74.50	-	-	-	-	74 50
ALB	210010	JETCO HEAVY DUTY LIGHTING	241.48	-	-	-	-	241.48
ALB	211019	KINDERSLEY TRANSPORT LTD.	13.14	-	-	-	-	13.14
ALB	211004	KOVA ENGINEERING LTD	40.90	-	-	-	-	40 90
ALB	111087	KT EXCAVATING LTD.	-	-	-	9.00	-	9 00
ALB	220020	KTL EXPRESS	31.38	-	-	-	-	31 38
ALB	212003	LGM HARDWARE LTD.	45.13	-	-	-	-	45.13
ALB	213039	MIDWEST FABRICATORS LTD	2,661.75	-	-	-	-	2,661.75
ALB	9036	MILLER ELECTRIC MFG CO	-	-	408.70	-	-	408.70
ALB	213041	MUTUAL PROPANE	12.07	-	-	-	-	12 07
ALB	114037	NOR-MAR INDUSTRIES	-	-	-	-	3,767.44	3,767.44
ALB	214012	NOR-MAR INDUSTRIES LTD.	793.05	-	-	-	-	793 05
ALB	214010	NORDIC MECHANICAL SERVICES LTD	155.00	-	-	-	-	155 00
ALB	9013	NORTH AMERICAN SIGNAL COMPANY	3,537.20	-	-	-	-	3,537 20
ALB	214009	NORTH WEST CRANE LTD.	105.00	-	-	-	-	105 00
ALB	7122	NRC INDUSTRIES INC.	18,461.11	10,022.47	2,154.46	738 93	3,717.34	35,094 31
ALB	9022	O.M.F.B. SpA	2,962.30	-	-	-	-	2,962 30
ALB	9088	ONSPOT OF NORTH AMERICA	1,606.98	-	-	-	(1,257.40)	349 58
ALB	215013	OVERHEAD CRANE SOLUTIONS INC	52.75	-	-	-	-	52.75
ALB	115011	OXYGEN PRODUCTS CALGARY LTD.	-	-	34.00	-	-	34 00
ALB	216025	PRAXAIR CANADA INC. C9955	101.12	-	-	-	-	101.12
ALB	116025	PRAXAIR DISTRIBUTION	73.15	-	-	-	-	73.15
ALB	216007	PSI FLUID POWER LTD	10.21	-	-	-	-	10 21
ALB	116019	PULORATOR INC	107.69	-	-	-	-	107.69
ALB	9084	RAMSEY WINCH CO	3,357.93	-	-	-	-	3,357 93
ALB	218037	RNR PORTABLE MACHINE & WELDING	651.00	-	-	-	-	651 00
ALB	118054	RODA DEACO VALVE LTD.	-	2,080.00	-	-	-	2,080 00
ALB	218008	RUSSEL METALS INC	8,276.37	1,687.30	-	-	-	9,963.67
ALB	118052	RYERSON CANADA INC.	1,397.55	-	-	-	-	1,397 55
ALB	9057	SNOWWAY INTERNATIONAL CO	-	-	324.37	379.47	1,892.20	2,596 04
ALB	219016	STAHL PETERBILT INC.	52.06	-	-	-	-	52 06
ALB	219050	STONY INSPECTION SERVICES INC	115.25	-	-	-	-	115 25
ALB	119049	STRONGCO C.M.E.	-	2,285.10	-	-	-	2,285.10
ALB	9132	SWENSON SPREADER	39,187.27	94,689.97	1,028.56	-	-	134,905 80
ALB	220004	THE COFFEE CONNECTION	6.74	-	-	-	-	6.74
ALB	220033	THE GEAR CENTRE	7,805.09	-	-	-	-	7,805 09
ALB	9119	TOMMY GATE COMPANY	11,024.20	-	-	-	-	11,024 20
ALB	221011	UNI-SELECT CANADA STORES INC.	863.27	-	-	-	-	863 27
ALB	123035	WJAX INDUSTRIAL COMPONENTS LP	4,128.44	100.05	-	-	-	4,228.49
ALB	223027	WELDPRO LIMITED	3.60	-	-	-	-	3.60
ALB	223017	WESTERN TRUCK BODY MFG. LTD.	3,107.31	-	-	-	-	3,107 31
ALB	223026	WURTH CANADA LIMITED	93.80	-	-	-	-	93 80
ALB	120165	3 FAB METAL MANUFACTURING LTD	3,074.61	4,042.50	-	-	-	7,117.11
ALB	101007	ABILITY HOSE	654.17	-	-	-	-	654.17
ALB	101056	ADVANCED COATINGS	9,085.05	-	-	-	-	9,085 05
ALB	4017	ALFRED LANGKOWSKI	664.45	-	-	-	-	664.45
ALB	101083	ALSCO LINEN AND UNIFORM RENTAL	813.96	-	-	-	-	813 96
ALB	126018	AMARTUVSHIN AZZAYA	192.24	-	-	-	-	192 24
ALB	7124	ARCTIC SNOWPLOW	7,045.56	-	-	-	-	7,045 56
ALB	101073	ASA ALLOYS	1,023.75	-	-	-	-	1,023.75

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	8050	AUTO CRANE CO (CALGARY)	80.53	247.32	-	-	-	327.85
ALB	102001	B & E IND ELECTRONICS LTD	30.16	-	-	-	-	30.16
ALB	9243	BLAYLOCK INDUSTRIES INC.	359.60	-	-	-	-	359.60
ALB	102016	BOSS LUBRICANTS	4,259.77	-	-	-	-	4,259.77
ALB	9019	BUYERS PRODUCT CO	442.08	-	-	-	-	442.08
ALB	103003	CALGARY FASTENERS & TOOLS LTD	6,990.61	-	-	-	-	6,990.61
ALB	105002	CAN WEST LEGACY INC	144.80	-	-	-	-	144.80
ALB	103118	CANADIAN TOWING EQUIPMENT	552.76	-	-	-	-	552.76
ALB	103130	CANADIAN TRUCK WASH & LUBE LTD	483.00	-	-	-	-	483.00
ALB	103019	CANWEST PROPANE	116.56	-	-	-	-	116.56
ALB	103076	CAR-TISTIC CREATIONS	1,732.50	-	-	-	-	1,732.50
ALB	103102	CASCADIA METAL LTD.	2,106.30	-	-	-	-	2,106.30
ALB	103089	CENTRAL AIR EQUIPMENT LTD.	1,153.51	-	-	-	-	1,153.51
ALB	9258	CERTIFIED CIRUS	239.36	-	-	-	-	239.36
ALB	103087	CHARIOT EXPRESS	631.05	-	-	-	-	631.05
ALB	4030	CHARN NARANG	351.05	-	-	-	-	351.05
ALB	103241	CITY OF REGINA	-	-	6,000.00	-	-	6,000.00
ALB	103027	CITY WIDE RADIATOR LTD	153.50	-	-	-	-	153.50
ALB	104042	CONQUR INDUSTRIES INC	44,909.55	-	-	-	-	44,909.55
ALB	4091	DAVE HINECKER	351.34	-	-	-	-	351.34
ALB	4004	DAVE NIEUWKERK	1,412.81	-	-	-	-	1,412.81
ALB	104097	DHOLLANDIA CANADA	1,545.22	-	-	-	-	1,545.22
ALB	104098	DINERS CLUB	5,529.56	-	-	-	-	5,529.56
ALB	104084	DRIVE STAR SHUTTLE SYSTEMS LTD	3,243.64	-	-	-	-	3,243.64
ALB	104054	DRIVELINE SPECIALTIES INC	502.22	-	1,101.45	-	-	1,603.67
ALB	104091	DURABODY INDUSTRIES LIMITED	31,131.45	-	-	-	-	31,131.45
ALB	105067	ECONOMY GLASS	1,813.35	-	-	-	-	1,813.35
ALB	105021	EECOL ELECTRIC CORP	151.85	-	-	-	-	151.85
ALB	9056	EFFER/SOL.GE S.p.A.	399.37	-	-	-	-	399.37
ALB	103997	ENMAX	315.80	-	-	-	-	315.80
ALB	105013	EVEREST EQUIPMENT CO	62,222.56	32,506.95	-	-	-	94,729.51
ALB	105018	EXPERTEC INNOVATIVE COMM VECH	-	9,604.14	-	-	-	9,604.14
ALB	106003	F & G SPECIALTY CHEMICALS LTD.	177.19	-	-	-	-	177.19
ALB	106005	FAUCHER INDUSTRIES INC	12,958.32	-	-	-	-	12,958.32
ALB	106021	FLO DRAULIC WEST	-	650.79	-	-	-	650.79
ALB	107056	GLOVER INT TRUCKS (PARTS)	508.37	-	-	-	-	508.37
ALB	107075	GLOVER INT'L TRUCKS LTD.	671.06	-	-	-	-	671.06
ALB	107011	GRANDWEST ENTERPRISES INC.	5,924.27	-	-	-	-	5,924.27
ALB	107012	GREGG DISTRIBUTORS (CALG) LTD	15,246.01	4,199.11	-	-	-	19,445.12
ALB	107083	GROENVELD TRANSPORT EFFICIENCY	18,805.23	-	-	-	-	18,805.23
ALB	110075	JIMS CRANE SERVICE LTD	448.88	-	-	-	-	448.88
ALB	111009	JUDY'S CARPET & CLEANING SERV.	1,155.84	-	-	-	-	1,155.84
ALB	111004	KRISTIAN ELECTRIC LTD	215.25	-	-	-	-	215.25
ALB	111087	KT EXCAVATING LTD.	-	-	-	180.00	-	180.00
ALB	112121	LGM HARDWARE LTD	1,910.91	-	-	-	-	1,910.91
ALB	8046	MAXON LIFT CORP	(65.29)	336.93	-	-	-	271.64
ALB	9036	MILLER ELECTRIC MFG CO	-	677.48	-	880.00	-	1,557.48
ALB	114050	NEW LINE HOSE & FITTINGS	339.99	-	-	-	-	339.99
ALB	114132	NORAMCO A DIV OF NSC	1,783.79	-	-	-	-	1,783.79
ALB	9013	NORTH AMERICAN SIGNAL COMPANY	-	2,756.25	-	-	-	2,756.25
ALB	115013	OE LOGISTICS	223.07	-	-	-	-	223.07
ALB	115011	OXYGEN PRODUCTS CALGARY LTD.	-	-	679.97	-	-	679.97
ALB	116025	PRAXAIR DISTRIBUTION	7,473.72	-	-	-	-	7,473.72
ALB	116019	PURULATOR INC	139.65	-	-	-	-	139.65
ALB	123029	QUENCH CANADA INC	163.80	-	-	-	-	163.80
ALB	118021	RUSSEL METALS INC	14,929.37	8,252.00	-	-	-	23,181.37
ALB	118049	RYAN'S COFFEE SERVICES LTD.	153.00	535.50	-	-	-	688.50
ALB	118052	RYERSON CANADA INC.	5,707.53	-	-	-	-	5,707.53
ALB	119130	SEALION CARGO	3,465.00	-	-	-	-	3,465.00
ALB	119162	SHAW CABLE PAYMENT CENTRE	1,084.34	-	-	-	-	1,084.34
ALB	8076	SHUR-CO LLC	121.76	-	-	-	-	121.76
ALB	119100	SPARTA ENGINEERING	273.00	-	-	-	-	273.00
ALB	119022	SPOUSE FIRE & SAFETY 1986	-	876.54	-	-	-	876.54
ALB	119024	STANDEN'S LTD	-	1,347.35	-	-	-	1,347.35
ALB	119029	SUPERIOR PROPANE INC	61.64	-	-	-	-	61.64
ALB	119039	SUPREME BASICS	-	398.78	-	-	-	398.78
ALB	9076	SWAPLOADER USA LTD.	156.43	-	-	-	-	156.43
ALB	9132	SWENSON SPREADER	213,236.19	378.77	145,089.96	-	-	358,704.92
ALB	9249	TG INDUSTRIES LTD	505.30	-	-	-	-	505.30
ALB	120032	THE GEAR CENTRE	3,017.23	-	-	-	-	3,017.23
ALB	120081	THE POWDER COATING SHOP LTD	735.00	-	-	-	-	735.00
ALB	120023	TITAN SUPPLY LP	-	-	-	-	622.55	622.55
ALB	120027	TRIWAY SERVICES LTD.	472.51	-	-	-	-	472.51
ALB	120199	TYCO INTEGRATED SECURITY	-	313.95	-	-	-	313.95
ALB	121001	UNITED PARCEL SERVICE	804.14	-	-	-	-	804.14
ALB	122083	VALTERRA POWER CA, LTD	1,308.02	-	-	-	-	1,308.02
ALB	122003	VMAC	440.38	-	-	-	-	440.38
ALB	123035	WAJAX INDUSTRIAL COMPONENTS LP	900.49	2,682.41	-	-	-	3,582.90

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	9115	WIRED RITE SYSTEMS INC	-	406.13	-	-	-	406.13
ALB	123038	WURTH CANADA LIMITED	5,378.81	-	-	-	-	5,378.81
ALB	8064	ZONE DEFENSE INC	300.25	-	-	-	-	300.25
ALB	202018	BOON-TEK INDUSTRIES LTD	1,675.00	-	-	-	-	1,675.00
ALB	203002	CANADIAN LINEN SUPPLY	867.60	-	-	-	-	867.60
ALB	204034	DIESEL TECH INDUSTRIES LTD.	1,650.00	-	-	-	-	1,650.00
ALB	204012	DINERS CLUB	3,207.09	-	-	-	-	3,207.09
ALB	9056	EFFER/SOL.GE S.p.A.	1,950.00	-	-	-	-	1,950.00
ALB	205005	EPCOR	375.55	-	-	-	-	375.55
ALB	206008	FLUIDSEAL (AB) INC	10.20	-	-	-	-	10.20
ALB	207020	GLOBAL HYDRAULIC SOLUTIONS	19.10	-	-	-	-	19.10
ALB	207009	GREGG DISTRIBUTORS CO LTD	6,016.24	2.73	-	-	-	6,018.97
ALB	209009	IMPACT COATINGS INC.	1,422.89	-	-	-	-	1,422.89
ALB	209017	IROC SERVICE SUPPLY INC.	450.00	-	-	-	-	450.00
ALB	210009	JAN-PRO CLEANING SYSTEMS	1,490.00	-	-	-	-	1,490.00
ALB	211019	KINDERSLEY TRANSPORT LTD.	262.88	-	-	-	-	262.88
ALB	211004	KOVA ENGINEERING LTD	818.00	-	-	-	-	818.00
ALB	213041	MUTUAL PROPANE	241.50	-	-	-	-	241.50
ALB	214010	NORDIC MECHANICAL SERVICES LTD	3,100.00	-	-	-	-	3,100.00
ALB	7122	NRC INDUSTRIES INC.	-	-	225.00	25.00	675.00	925.00
ALB	215013	OVERHEAD CRANE SOLUTIONS INC	1,055.00	-	-	-	-	1,055.00
ALB	216025	PRAXAIR CANADA INC. C9955	2,041.99	-	-	-	-	2,041.99
ALB	216007	PSI FLUID POWER LTD	204.08	-	-	-	-	204.08
ALB	219050	STONY INSPECTION SERVICES INC	2,305.00	-	-	-	-	2,305.00
ALB	220004	THE COFFEE CONNECTION	134.85	-	-	-	-	134.85
ALB	221001	UPS CANADA	12.00	-	-	-	-	12.00
ALB	222007	VAN HOUTTE COFFEE SERVICES	138.76	-	-	-	-	138.76
ALB	223027	WELDPRO LIMITED	71.80	-	-	-	-	71.80
ALB	223026	WURTH CANADA LIMITED	1,875.79	-	-	-	-	1,875.79
REG	61512	3-D Delivery Ltd	-	-	-	12.92	-	12.92
REG	61599	ABLE COURIER	-	211.05	147.53	169.58	-	528.16
REG	60213	ACCELERATED CONNECTIONS INC	-	21.60	-	7.27	-	28.87
REG	60091	ACE MANUFACTURING INC.	4,560.21	-	-	-	-	4,560.21
REG	60133	AIR TECH PRODUCTS	63.09	110.89	(115.79)	-	-	58.19
REG	61775	ALLISTON TRUCK EQUIPMENT	-	-	232.30	-	-	232.30
REG	60110	ALLWYNN STEEL	-	887.63	-	-	-	887.63
REG	61561	ALTEC INDUSTRIES LTD	-	-	-	609.75	-	609.75
REG	60039	APPLIED INDUSTRIAL TECHNOLOGIE	489.34	-	-	-	-	489.34
REG	5602	AUTO CRANE CO.	804.75	-	-	-	-	804.75
REG	61473	AUTO ELECTRIC SERVICE	126.25	-	-	-	-	126.25
REG	60037	AUTOMOTIVE & IND. SUPPLIES INC	178.36	-	-	-	-	178.36
REG	60040	BOSS LUBRICANTS	-	2,710.06	-	-	-	2,710.06
REG	61645	BUCHER HYDRAULICS CORPORATION	247.86	-	-	-	-	247.86
REG	60043	CANADIAN LINEN SUPPLY	691.71	339.47	-	-	-	1,031.18
REG	60002	CANCADE CBI LIMITED	-	188.37	-	-	-	188.37
REG	60224	CAPITAL FIRE PROTECTION	-	-	350.76	-	-	350.76
REG	60044	CAPITAL FORD LINCOLN( SK)	2,620.76	172.28	-	-	-	2,793.04
REG	60047	CLOVERDALE PAINT INC	-	374.55	936.26	-	-	1,310.81
REG	60170	CMS METAL PRODUCTS	-	-	53.74	74.76	-	128.50
REG	60050	COOPER TOOLS & EQPT. WAREHOUSE	-	116.08	13.23	-	-	129.31
REG	60023	DAY & ROSS INC	445.07	-	-	-	-	445.07
REG	1001	EFFER S.p A	146.71	666.81	-	-	-	813.52
REG	60130	ERIKS INDUSTRIAL SERVICES LP	-	-	-	56.49	-	56.49
REG	60099	FAUCHER INDUSTRIES INC.	1,476.43	-	-	-	-	1,476.43
REG	61779	FIRST TRUCK SENTRE LLOYDMINSTE	7,480.25	-	-	-	-	7,480.25
REG	60054	FORT GARRY (REG) INDUSTRIES	897.22	-	-	-	-	897.22
REG	61772	GENERATION GIRLS CLEANING SERV	530.00	-	-	-	-	530.00
REG	60218	GREGG DISTRIBUTORS CO LTD	-	275.90	36.20	-	-	312.10
REG	60059	HYDRATEC HYDRAULICS	-	-	-	-	21.00	21.00
REG	61688	JAGR INDUSTRIAL ELECTRONICS	-	-	79.70	-	-	79.70
REG	5623	JLG INDUSTRIES INC.(JERR-DAN)	-	-	-	-	251.63	251.63
REG	61497	KEMSOL PRODUCTS LTD	56.99	-	-	-	-	56.99
REG	61693	KONE CRANES LIFTING BUSINESS	2,186.70	-	-	-	-	2,186.70
REG	60094	KOVA ENGINEERING SASK LTD	-	-	386.40	-	-	386.40
REG	60063	LORAAS' DISPOSAL SOUTH LTD	-	252.93	-	-	-	252.93
REG	60021	MAILHOT INDUSTRIES ALTA	-	-	2,293.20	-	-	2,293.20
REG	61467	MAINLINE FLEET SERVICE	92.61	-	-	-	-	92.61
REG	5652	MASTERACK, LLC	-	2,277.66	-	-	-	2,277.66
REG	60064	MAXIM TRUCK & TRAILER	-	-	-	-	26.78	26.78
REG	60098	MICHEL'S INDUSTRIES LTD.	-	674.50	-	-	-	674.50
REG	1000	NEXT HYDRAULICS, sri	-	2,102.50	-	-	-	2,102.50
REG	61684	NIMBUS WATER	-	40.98	10.00	-	-	50.98
REG	60119	NORDSTRONG EQUIPMENT LTD.	-	315.00	-	-	-	315.00
REG	61774	PARKER HANNIFIN T9639U	2,573.32	-	2,701.99	-	-	5,275.31
REG	60096	PRAXAIR DISTRIBUTION	679.12	259.72	-	-	-	938.84
REG	60067	PROVINCIAL HYDRAULICS	195.58	118.62	-	-	-	314.20
REG	60089	PUROLATOR INC.,	68.62	-	-	-	-	68.62
REG	61750	RCAP LEASING	590.34	-	-	-	-	590.34

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
REG	60069	REGINA FASTENERS & TOOLS LTD	532.14	-	-	-	-	532.14
REG	61742	REGINA METAL WORKS	-	-	-	-	107.73	107.73
REG	61777	REMA TIP TOP AGENCY LTD	-	740.57	-	-	-	740.57
REG	61515	RICOH CANADA INC.	-	-	-	1,175.32	-	1,175.32
REG	5601	RUGBY MANUFACTURING CO.	-	-	119.37	-	-	119.37
REG	61630	SASKATTERY	93.98	-	-	207.90	-	301.88
REG	61615	SECURITY BUILDING SUPPLIES	-	39.43	12.10	-	-	51.53
REG	61464	SPRING SERVICE LTD	-	588.50	171.47	-	-	759.97
REG	5603	SWENSON SPREADER CO.	6,989.11	-	-	-	-	6,989.11
REG	60006	THE BOLT SUPPLY HOUSE LTD	-	3.96	-	-	-	3.96
REG	61588	THE GEAR CENTER	2,321.39	-	-	-	-	2,321.39
REG	60166	THE TRUCK OUTFITTERS	288.75	-	-	-	-	288.75
REG	60084	TRACTION HEAVY DUTY PARTS	27.44	-	-	-	-	27.44
REG	60135	TS&M SUPPLY	-	9.86	-	-	-	9.86
REG	60138	VELVAC INC.	-	-	232.76	-	-	232.76
REG	60172	VMAC	367.50	4,636.68	-	-	-	5,004.18
REG	60154	WAJAX POWER SYSTEMS	-	179.29	-	-	-	179.29
REG	60181	WALTCO LIFT INC.	333.40	-	-	-	-	333.40
REG	60004	WHITING DOOR MANUFACTURING LTD	253.72	-	1,100.33	189.37	-	1,543.42
REG	60152	WIL-TECH	597.35	428.03	-	-	-	1,025.38
REG	60114	YRC	-	1,259.73	1,259.73	-	-	2,519.46
NWMRKT	5000	BUYERS PRODUCTS CO.	-	30.00	-	-	-	30.00
NWMRKT	5005	DEL HYDRAULICS INC.	-	-	179.85	-	-	179.85
NWMRKT	5023	SWAPLOADER USA LTD	913.76	31,430.28	597.82	-	-	32,941.86
NWMRKT	5034	AUTO CRANE COMPANY	-	2,009.40	1,169.35	(150.88)	-	3,027.87
NWMRKT	5067	VANAIR MANUFACTURING	-	-	(12,285.00)	8,826.38	80,492.75	77,034.13
NWMRKT	5085	BEZARES USA	-	199.73	-	-	-	199.73
NWMRKT	5086	HORIZON GLOBAL AMERICAS	-	171.20	-	-	-	171.20
NWMRKT	5130	OMNITRANS INC.	-	531.17	-	-	-	531.17
NWMRKT	10002	ABFLEX RUBBER INC.	-	-	-	12,839.06	-	12,839.06
NWMRKT	10005	ACKLANDS- GRAINGER INC.	-	345.69	-	-	-	345.69
NWMRKT	10018	APOGEE STEEL FABRICATION INC.	9,785.80	6,282.80	15,457.40	-	-	31,526.00
NWMRKT	10029	BDI CANADA INC.	-	3,765.16	-	128.01	1,741.39	5,634.56
NWMRKT	10033	BERENDSEN FLUID POWER LTD.	-	184.74	-	-	-	184.74
NWMRKT	10043	DEL REGINA	-	5,807.18	-	-	-	5,807.18
NWMRKT	10046	CAMFIL FARR INC.	1,573.59	192.23	-	-	-	1,765.82
NWMRKT	10052	CANADIAN THREADALL LTD.	-	-	-	1,871.17	-	1,871.17
NWMRKT	10053	CAPS'N PLUGS	360.70	-	-	-	-	360.70
NWMRKT	10058	DEL CALGARY - CAYTEC	1,400.00	54,538.23	-	-	16,481.37	72,419.60
NWMRKT	10075	CRAWFORD METAL CORP.	5,315.52	5,136.80	37,354.88	12,954.53	-	60,761.73
NWMRKT	10090	DGI SUPPLY	59.38	189.21	4,128.97	-	-	4,377.56
NWMRKT	10105	DRIVE PRODUCTS INC.	-	-	-	1,020.03	5,710.46	6,730.49
NWMRKT	10106	DRIVETEC MANUFACTURING INC.	-	7,006.49	11,921.13	-	-	18,927.62
NWMRKT	10108	CARDINAL COURIERS LTD	37.51	-	-	-	-	37.51
NWMRKT	10109	ELASTO PROXY INC.	-	6,561.91	-	-	-	6,561.91
NWMRKT	10110	ELECTRO SONIC INC.	1,494.99	-	-	-	-	1,494.99
NWMRKT	10116	FAUCHER INDUSTRIES INC.	4,812.44	605.23	925.88	-	-	6,343.55
NWMRKT	10136	GIN-COR INDUSTRIES INC.	-	43,485.81	34,674.36	2,191.70	7,812.69	88,164.56
NWMRKT	10139	GROTE INDUSTRIES CO.	5,181.06	4,004.49	14,368.71	4,762.95	-	28,317.21
NWMRKT	10142	HALTON CHEMICAL INC.	-	1,702.58	1,702.58	-	-	3,405.16
NWMRKT	10160	HOSEPOWER CANADA	1,323.74	2,164.74	2,981.76	-	-	6,470.24
NWMRKT	10164	J & K DIE CASTING LTD.	25,863.70	49,112.61	14,438.69	-	-	89,415.00
NWMRKT	10168	KINEDYNE CANADA LTD.	1,054.75	-	-	-	-	1,054.75
NWMRKT	10176	MAILHOT ONTARIO	-	349.80	-	-	-	349.80
NWMRKT	10177	MANITOU LIN TRANSPORT INC.	-	-	788.66	-	-	788.66
NWMRKT	10188	MISTER MECHANIC	-	1,237.35	3,142.14	-	-	4,379.49
NWMRKT	10204	NEWCOMB SPRING OF CANADA LTD.	1,540.76	892.70	10,051.51	-	-	12,484.97
NWMRKT	10210	HIGGINSON EQUIPMENT SALES	-	-	4,540.34	-	-	4,540.34
NWMRKT	10222	PPG CANADA INC.	-	36,899.95	25,204.40	-	135.60	62,239.95
NWMRKT	10223	PRAXAIR DISTRIBUTION	4,366.61	16,759.66	4,638.04	3,508.53	-	29,272.84
NWMRKT	10237	RUSSEL METALS INC.	35,916.46	28,178.70	28,145.03	15,442.58	-	107,682.77
NWMRKT	10239	SAFETY-KLEEN LTD.	-	-	1,095.54	-	-	1,095.54
NWMRKT	10243	SAMUEL PLATE SALES	-	22,190.18	-	-	(1,654.03)	20,536.15
NWMRKT	10253	SIMBA POWDER COATING	7,345.79	-	-	-	-	7,345.79
NWMRKT	10254	SLING-CHOKER MFG. (HAMILTON)	-	-	511.46	-	-	511.46
NWMRKT	10263	SWS WARNING LIGHTS INC.	34.45	2,053.97	-	-	-	2,088.42
NWMRKT	10268	SUNSOURCE	-	-	-	1,902.76	-	1,902.76
NWMRKT	10271	SWISSWAY MACHINING LIMITED	10,178.70	36,025.72	45,825.13	12,713.18	-	104,742.73
NWMRKT	10275	TECHSPAN INDUSTRIES INC	-	-	7,552.45	-	1,460.95	9,013.40
NWMRKT	10285	UPS CANADA	3.96	53.61	117.27	-	-	174.84
NWMRKT	10286	PK WELDING & FABRICATORS INC.	-	-	12,430.00	-	-	12,430.00
NWMRKT	10289	WALTCO LIFT INC.	-	5,026.39	20,454.14	641.81	-	26,122.34
NWMRKT	10294	UNICELL LTD. (TORONTO)	107,120.15	55,236.45	-	-	-	162,356.60
NWMRKT	10299	VERSA FITTINGS INC.	404.54	-	-	-	-	404.54
NWMRKT	10300	VIC SAFETY INC.	5,702.26	12,991.83	-	-	-	18,694.09
NWMRKT	10305	WESTERN TARPULIN & CO.	3,631.69	2,571.99	4,244.39	-	-	10,448.07
NWMRKT	10339	LIGHTNING EQUIPMENT SALES INC	-	2,412.55	-	-	-	2,412.55
NWMRKT	10350	SPECTRUM ABRASIVES LIMITED	-	-	-	631.39	-	631.39

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NWMRKT	10397	DEL MONTREAL	-	-	-	-	238,750.00	238,750.00
NWMRKT	10411	BEAU-ROC	1,200.03	285.75	3,408.19	-	-	4,893.97
NWMRKT	10434	EARLE M. JORGENSEN INC.	2,755.22	4,827.09	10,863.98	-	-	18,446.29
NWMRKT	10445	GENWELD WELDERS SERVICE LTD.	-	467.68	999.47	-	-	1,467.15
NWMRKT	10483	NORDICA PLASTICS LTD.	-	5,526.63	-	-	-	5,526.63
NWMRKT	10486	DEL MONCTON	-	-	192.23	-	252.53	444.76
NWMRKT	10488	SWISS-O-MATIC	17,118.37	4,925.44	3,058.23	-	-	25,102.04
NWMRKT	10489	NORDSTRONG EQUIPMENT LTD.	-	6,220.99	-	-	-	6,220.99
NWMRKT	10491	PURULATOR INC.	-	1,017.46	673.75	-	-	1,691.21
NWMRKT	10509	HERCULES SEALING PRODUCTS CAN.	-	-	-	3,797.02	-	3,797.02
NWMRKT	10548	CINTAS CANADA LIMITED	5,657.32	8,095.57	4,724.64	-	-	18,477.53
NWMRKT	10567	FORD MOTOR CO OF CAN LTD	-	-	339.00	-	-	339.00
NWMRKT	10603	PROVIX INC	-	-	1,056.55	-	-	1,056.55
NWMRKT	10621	CARRIER CENTERS	234.94	-	-	-	-	234.94
NWMRKT	10677	PRIMUS CANADA	-	-	-	-	11.24	11.24
NWMRKT	10750	PRECISION WASTE SYSTEMS LTD	-	-	9,774.50	-	-	9,774.50
NWMRKT	10800	CREEKSIDE INSTALLATIONS LTD.	-	3,121.06	-	-	-	3,121.06
NWMRKT	10866	D&D ENGINEERED PRODUCTS INC.	2,017.62	694.95	(8.76)	8.76	-	2,712.57
NWMRKT	10880	ICONIC ELEMENTS INC.	1,977.50	22,862.16	-	-	-	24,839.66
NWMRKT	10964	HYDROLICO INTERNATIONAL INC.	247.28	-	-	-	-	247.28
NWMRKT	11035	BRAVE TRANSPORT INC.	4,746.76	3,365.31	2,594.55	-	-	10,706.62
NWMRKT	11040	AIRCON SERVICES & REEFER SALES	-	-	-	-	11,865.00	11,865.00
NWMRKT	11059	BRY AIR SYSTEMS INC.	-	8,475.00	734.50	-	-	9,209.50
NWMRKT	11071	STRADER TECHNOLOGIES	-	10,901.69	-	-	-	10,901.69
NWMRKT	11122	THE GEAR CENTRE	3,546.29	61.09	1,908.49	4,762.44	-	10,278.31
NWMRKT	11176	OMNITRANS INC.,	-	267.00	578.51	-	-	845.51
NWMRKT	11177	KWIKSAVE LOGISTICS INC.	168.55	1,119.02	2,899.97	-	-	4,187.54
NWMRKT	11178	BLUE SPRINGS	-	-	1,084.80	-	-	1,084.80
NWMRKT	11181	ZONE DEFENSE INC.	-	718.68	-	-	-	718.68
NWMRKT	11182	FREEWAY LIMITED	2,413.68	-	781.17	-	-	3,194.85
NWMRKT	11188	KLONDIKE LUBRICANTS CORP	-	-	4,258.52	-	-	4,258.52
NWMRKT	11196	LAIRD TRANSPORTATION & LOGISTS	-	-	-	11,440.99	2,311.12	13,752.11
NWMRKT	11257	ACCURATE SCREEN	513.02	-	152.55	-	-	665.57
NWMRKT	11289	PAT'S DRIVELINE	-	-	3,186.29	-	-	3,186.29
NWMRKT	11349	DURABODY INDUSTRIES LIMITED	-	25,491.67	80,121.52	24,152.36	214,271.73	344,037.28
NWMRKT	11362	CIMMASTER INC	-	4,223.38	30,606.06	9,136.90	-	43,966.34
NWMRKT	11368	FASTENAL CANADA NEWMARKET	5,757.28	3,686.70	1,274.65	-	-	10,718.63
NWMRKT	11373	EAGLE EQUIPMENT	-	-	3,955.00	-	-	3,955.00
NWMRKT	11387	MAXON LIFT CANADA, LTD.	-	3,171.91	-	-	-	3,171.91
NWMRKT	11391	INTERNET ACCESS SOLUTIONS LTD.	446.16	446.16	-	-	-	892.32
NWMRKT	11392	FS TOOL	-	188.71	-	-	-	188.71
NWMRKT	11402	MILLER WASTE SYSTEMS INC.	-	1,114.02	-	-	-	1,114.02
NWMRKT	11408	IST SURFACE	-	-	2,656.91	-	-	2,656.91
NWMRKT	11416	GREENWAY PROPERTY SOLUTION INC	-	2,994.50	2,994.50	3,729.00	-	9,718.00
NWMRKT	11424	MAHER & CO. METALS	-	-	23,267.60	15,891.42	-	39,159.02
NWMRKT	11457	CANADIAN CRANE	299.45	-	-	-	-	299.45
NWMRKT	11464	TST OVERLAND EXPRESS	-	235.79	121.96	120.21	-	477.96
NWMRKT	11476	210 HARRY WALKERS HOLDING INC	-	24,783.79	-	-	-	24,783.79
NWMRKT	11480	CWB NATIONAL LEASING	-	1,728.06	-	-	3,416.32	5,144.38
NWMRKT	11483	GROUPE CT	-	443.64	346.40	-	-	790.04
NWMRKT	11485	ALL TRADE RENTALS INC.	649.75	649.75	649.75	-	-	1,949.25
NWMRKT	11501	HEALTHY WATER SYSTEMS	-	-	475.09	-	-	475.09
NWMRKT	11510	GENERAL BODY AND EQUIPMENT	3,230.85	-	-	-	-	3,230.85
MTL	30717	ALSCO LINEN & UNIFORM	242.60	-	-	-	-	242.60
MTL	5000	BUYERS PRODUCTS COMPANY	477.24	-	-	-	-	477.24
MTL	30288	DENIS OFFICE SUPPLIES AND FURN	418.91	-	-	-	-	418.91
MTL	30743	DHOLLANDIA HYDRAULIC LIFTGATES	20,094.93	15,543.18	12,853.06	-	-	48,491.17
MTL	30172	DRIVESHAFT INC., ATELIERS M.	2,897.37	-	-	-	-	2,897.37
MTL	30327	DURABODY INDUSTRIES LIMITED	14,208.62	-	-	-	-	14,208.62
MTL	30189	ENTREPRISE ROBERT THIBERT INC.	348.88	-	-	-	-	348.88
MTL	30192	ENVIRO CONNEXIONS	1,535.19	-	-	-	-	1,535.19
MTL	30012	EXPRESS MONDOR	1,750.00	-	-	-	-	1,750.00
MTL	30614	FASTENAL CANADA LTD.	316.26	-	-	-	-	316.26
MTL	30086	FAUCHER INDUSTRIES INC.	1,379.76	-	-	-	-	1,379.76
MTL	30865	FIBRENOIRE INC	678.35	-	-	-	-	678.35
MTL	30789	GINCOR INDUSTRIES	54,981.47	421.00	-	-	-	55,402.47
MTL	30467	HEBDRALUIQUE INC	101.18	-	-	-	-	101.18
MTL	30794	JC TRAILERS DESIGN &	49,917.75	-	-	-	-	49,917.75
MTL	5002	JLG INDUSTRIES INC.(JERR-DAN)	29,543.55	90,048.64	67,536.48	-	-	187,128.67
MTL	30777	LES ENTREPRISES TERRA D	419.66	-	-	-	-	419.66
MTL	30175	METAUX PROFUSION INC.	455.02	-	-	-	-	455.02
MTL	30765	MICHEL JEFFREY, SUSPENSIONS	3,245.19	-	-	-	-	3,245.19
MTL	4001	NEXT HYDRAULICS SRL	5,735.00	5,247.50	-	-	-	10,982.50
MTL	30089	NORCAN ALUMINIUM PROD. INC.	34,488.21	-	-	-	-	34,488.21
MTL	5006	SWENSON SPREADER LLC	-	-	-	5,886.09	-	5,886.09
MTL	30819	UAP INC (TRACTION ST-LAURENT)	80.69	-	-	-	-	80.69
MTL	30347	UNICELL LIMITED	12,036.42	-	-	-	-	12,036.42
MTL	30336	UPS CANADA	277.95	-	-	-	-	277.95

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
MTL	30785	VALPRO SERVICES D'ENTRETIEN	1,310.71	-	-	-	-	1,310.71
MTL	30199	VAN PRO INC.	-	14,774.29	-	-	-	14,774.29
MTL	30299	WALTCO LIFT INC.	213.17	4,397.61	-	-	-	4,610.78
MTL	30323	WURTH CANADA LIMITED	2,472.73	-	-	-	-	2,472.73
MTN	30286	A-PLUS DRIVE SHAFT INC.	2,553.00	-	-	-	468.95	3,021.95
MTN	30004	A.P.M. LIMITED	717.03	-	-	-	-	717.03
MTN	30460	ACTION TRUCK ACCESSORIES	(389.85)	878.58	-	-	-	488.73
MTN	30277	APRIL SUPER FLO	2,518.73	-	-	-	-	2,518.73
MTN	5050	B/A PRODUCTS CO.	420.63	-	-	-	-	420.63
MTN	30287	BEAU-ROC	556.66	1,732.80	-	-	-	2,289.46
MTN	5013	BEZARES USA	912.13	1,064.90	-	-	-	1,977.03
MTN	30117	BRUNSWICK FYR & SAFETY ACC LTD	179.93	-	-	-	-	179.93
MTN	5002	BUYERS PRODUCTS CO	1,192.66	-	-	-	-	1,192.66
MTN	30382	CAMROSE SAND & GRAVEL LTD	-	-	-	-	226.00	226.00
MTN	30001	CLARKE'S TOWING LTD.	747.50	-	-	-	-	747.50
MTN	30701	CLASSIC FREIGHT SYSTEMS	4,163.00	-	-	-	-	4,163.00
MTN	30678	CRAMARO TARPULIN SYSTEMS LTD	844.39	-	-	-	-	844.39
MTN	30023	DAY & ROSS INC	284.63	-	-	-	-	284.63
MTN	5010	DEL HYDRAULICS INC	4,472.48	-	-	-	-	4,472.48
MTN	30653	DENTS&STONES AUTOMOTIVE LTD	460.00	-	-	-	-	460.00
MTN	30434	DESJARDINS CARD SERVICES	565.42	-	-	-	-	565.42
MTN	30660	DHOLLANDIA CANADA	6,753.17	-	-	-	-	6,753.17
MTN	30420	DISTRIBUTION 83 PPM INC.	140.00	-	-	-	-	140.00
MTN	30255	DRIVE PRODUCTS-HALIFAX	2,780.69	2,378.23	2,376.72	-	-	7,535.64
MTN	30709	DRIVE STAR SHUTTLE SYSTEMS LTD	4,945.00	-	-	-	-	4,945.00
MTN	30188	EAST COAST INTERNATIONAL	48.19	-	(31.05)	-	-	17.14
MTN	30180	EASTCOAST MAINTENANCE SERVICES	120.75	-	-	-	-	120.75
MTN	30366	EVEREST EQUIPMENT	181,234.18	12,048.47	-	-	-	193,282.65
MTN	30147	FASTENAL CANADA	3,468.21	1,779.10	-	-	-	5,247.31
MTN	30367	FAUCHER	212.14	-	-	-	-	212.14
MTN	30682	GIN-COR INDUSTRIES INC	1,641.23	149.70	3,672.50	-	5,045.46	10,508.89
MTN	30153	GOODFELLOW INC.	1,518.75	-	-	-	-	1,518.75
MTN	30450	GROENEVELD LUBRICATION	44,631.46	3,276.86	-	-	-	47,908.32
MTN	30300	GROTE INDUSTRIES CANADA	2,871.89	-	-	-	-	2,871.89
MTN	30692	GROUPE BIBEAU INC	32,452.79	1,860.89	57,935.05	-	-	92,248.73
MTN	30155	HOME HARDWARE(ELMWOOD)	-	40.25	-	-	-	40.25
MTN	30347	HYDRAULEX	23,900.46	-	-	-	-	23,900.46
MTN	30542	HYDROLICO INTERNATIONAL INC.	4,858.75	-	-	-	-	4,858.75
MTN	30158	HYDROSTATIC SERVICES LTD.	715.06	-	-	-	-	715.06
MTN	30160	IRVING ENERGY DISTRIBUTION	3.19	-	-	-	-	3.19
MTN	5506	JLG INDUSTRIES(JERR-DAN)	49,917.10	-	-	-	-	49,917.10
MTN	30307	KINEDYNE CANADA LTD	1,740.99	-	-	-	-	1,740.99
MTN	30309	LES PRODUITS METALLIQUES A.T	-	-	591.84	-	-	591.84
MTN	30169	LIFTOW LTD	1,844.31	-	-	-	-	1,844.31
MTN	30544	LOAD COVERING SOLUTIONS LTD	-	178.99	-	-	-	178.99
MTN	30648	M.LEBLANC DELIVERIES	22.92	-	-	-	-	22.92
MTN	30436	MAILHOT INDUSTRIES	(1,727.50)	33,955.82	-	-	-	32,228.32
MTN	30700	MARITIME COFFEE SERVICE	428.96	-	-	-	-	428.96
MTN	30402	MARITIME INDUSTRIAL RUBBER	19,403.16	-	-	-	-	19,403.16
MTN	30452	MASTER PROMOTIONS LTD	575.00	-	-	-	-	575.00
MTN	5511	MAXON LIFT CORP	56.87	-	-	-	-	56.87
MTN	30441	MBW COURIER INC.	40.31	-	-	-	-	40.31
MTN	30479	MCSHEFFERY INDUSTRIES LTD	676.20	-	-	-	-	676.20
MTN	30370	MESSER CANADA INC	1,880.33	-	-	-	-	1,880.33
MTN	30584	METALTECH	431.25	-	-	-	-	431.25
MTN	30423	MIDLAND COURIER	700.61	-	-	-	-	700.61
MTN	30044	MIDLAND TRANSPORT LIMITED	1,483.43	-	-	-	-	1,483.43
MTN	30426	MILLER WASTE SYSTEMS	322.60	-	-	-	-	322.60
MTN	30219	MINISTER OF FINANCE	75.00	-	-	-	-	75.00
MTN	30462	MIROMI ENTERPRISES ENRG	-	-	68.88	-	-	68.88
MTN	30351	MP FILTRI CANADA INC	496.80	-	-	-	-	496.80
MTN	30048	MULTI RADIATOR SERVICES LTD	327.75	-	-	-	-	327.75
MTN	5040	NATIONAL LIFTGATE PARTS INC.	637.75	-	-	-	-	637.75
MTN	30418	ON-TARGET COURIER & CARGO LTD	113.37	-	-	-	-	113.37
MTN	30618	PARKER HANNIFIN CANADA T9639	1,588.31	-	-	-	-	1,588.31
MTN	30416	PURULATOR INC	227.27	-	-	-	-	227.27
MTN	30623	REVOLUTION ENVIRO SOLUTIONS LP	352.45	-	-	-	-	352.45
MTN	30209	RUSSELL METALS INC.	8,191.62	7,712.25	-	-	-	15,903.87
MTN	30305	SAF-HOLLAND CANADA LIMITED	-	7,328.90	-	-	-	7,328.90
MTN	30321	SAMEDAY WORLDWIDE	73.66	-	-	-	-	73.66
MTN	30422	SHERWIN-WILLIAMS AUTOMOTIVE	12,512.26	-	-	-	-	12,512.26
MTN	30437	SPRING SPECIALTY LTD	368.00	-	-	-	-	368.00
MTN	30513	ST. JOHN AMBULANCE	360.00	-	-	-	-	360.00
MTN	5014	STAHL	-	7,735.00	-	-	-	7,735.00
MTN		SUPPLIER MASTER NOT FOUND	48.19	269.40	1,343.30	5,132.48	362.69	7,156.06
MTN	5016	SWAPLOADER USA LTD.	-	73.17	-	-	-	73.17
MTN	5046	SWENSON SPREADER	785.07	-	-	-	-	785.07
MTN	30323	SWS WARNING SYSTEMS INC	-	45.21	-	-	-	45.21

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
MTN	30217	TARP-RITE INC.	8,713.85	-	-	-	-	8,713.85
MTN	30411	TECHSPAN INDUSTRIES INC.	703.56	248.49	2,285.64	-	-	3,237.69
MTN	30062	THE GEAR CENTRE	616.74	-	-	-	-	616.74
MTN	30681	THERMO KING EASTERN CANADA	26,204.52	2,852.00	-	-	-	29,056.52
MTN	30343	TIMBREN	389.76	-	-	-	-	389.76
MTN	5018	TOMMY GATE COMPANY	9,774.72	87.05	-	-	(90.00)	9,771.77
MTN	30245	TRC MANUFACTURING	50,608.63	-	-	-	-	50,608.63
MTN	30223	TRI PROVINCE ENTERPRISES	37.95	-	-	-	-	37.95
MTN	30710	TRUX ACCESSORIES	1,645.08	-	-	-	-	1,645.08
MTN	30221	UAP INC	1,762.67	-	-	-	-	1,762.67
MTN	30348	Unicell Ltd.	9,541.01	-	-	-	-	9,541.01
MTN	30228	Universal Truck & Trailer	420.92	13.58	-	-	(21.28)	413.22
MTN	30229	VAIL'S FABRIC SERVICES LTD.	638.35	-	-	-	-	638.35
MTN	30077	VELVAC	193.60	(29.24)	-	-	-	164.36
MTN	30412	VOLTFLEX INNOVATIONS INC	-	256.08	-	-	-	256.08
MTN	30549	WAJAX POWER SYSTEMS	677.58	6,542.14	-	-	-	7,219.72
MTN	30698	WALMAC TRANSPORTATION	3,000.00	2,500.00	-	-	-	5,500.00
MTN	30326	WALTCO LIFT INC.	23,317.36	-	-	183.43	-	23,500.79
MTN	30330	WHITING DOOR MANUFACTURING	2,522.61	(310.50)	-	-	-	2,212.11
MTN	30036	WORK & PLAY	206.98	-	-	-	-	206.98
MTN	30476	YELLOW PAGES GROUP	46.00	-	-	-	-	46.00
NSC	122	DISCOVERNET LTD	-	15,036.73	15,036.73	16,336.23	-	46,409.69
NSC	231	ACCUTEL INC	-	41.67	-	-	-	41.67
NSC	246	GRANT THORNTON LLP	0.00	-	11,486.45	6,045.50	201,315.15	218,847.10
NSC	288	JADE ABL SERVICES INC	-	6,438.51	-	-	-	6,438.51
NSC	309	JUMP NETWORK TEL LTD.	-	168.37	168.37	-	-	336.74
NSC	311	CDW CANADA INC.	579.98	-	-	(3,051.00)	4,360.83	1,889.81
NSC	312	DNSnetworks CORPORATION	-	1,190.74	-	1,190.74	-	2,381.48
NSC	321	LASER AGE INC.	-	-	-	-	5,400.00	5,400.00
NSC	325	WILSON VUKELICH LLP	-	-	176.12	-	4,731.56	4,907.68
NSC	336	GIN-COR INDUSTRIES INC.	-	74,463.24	105,707.08	160,264.60	258,553.78	598,988.70
NSC	348	FRONTIER NETWORKS INC.	-	50.51	-	-	-	50.51
NSC	354	DBIL HOLDINGS INC.	-	6,031.38	6,031.38	-	2,871.34	14,934.10
NSC	361	DINER CLUB COMMERCIAL	-	-	3.00	-	-	3.00
NSC	365	DINERS CLUB INTERNATIONAL	-	-	176.12	-	-	176.12
NSC	5000	SPOKANE COMPUTER INC	1,270.75	1,108.50	4,053.50	-	-	6,432.75
			2,691,641.25	1,786,294.13	986,583.25	597,550.03	1,257,911.72	7,319,980.38

# TAB 6



Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NSC	122	DISCOVERNET LTD	-	15,036.73	15,036.73	16,336.23	-	46,409.69
NSC	132	PITNEY WORKS	1,177.04	-	-	-	-	1,177.04
NSC	231	ACCUTEL INC	-	41.67	-	-	-	41.67
NSC	244	FORD CREDIT CANADA LTD	-	1,801.95	-	-	-	1,801.95
NSC	246	GRANT THORNTON LLP	-	-	11,486.45	6,045.50	201,315.15	218,847.10
NSC	288	JADE ABL SERVICES INC	-	6,438.51	-	-	-	6,438.51
NSC	309	JUMP NETWORK TEL LTD.	-	168.37	168.37	-	-	336.74
NSC	311	CDW CANADA INC.	579.98	-	-	(3,051.00)	4,360.83	1,889.81
NSC	312	DNSnetworks CORPORATION	-	1,190.74	-	1,190.74	-	2,381.48
NSC	321	LASER AGE INC.	-	-	-	-	5,400.00	5,400.00
NSC	325	WILSON VUKELICH LLP	-	-	176.12	-	4,731.56	4,907.68
NSC	336	GIN-COR INDUSTRIES INC	-	74,463.24	105,707.08	160,264.60	258,553.78	598,988.70
NSC	348	FRONTIER NETWORKS INC.	-	50.51	-	-	-	50.51
NSC	349	SECURTEK MONITORING SOLUTION	101.63	-	-	-	-	101.63
NSC	354	DBIL HOLDINGS INC.	-	6,031.38	6,031.38	-	2,871.34	14,934.10
NSC	361	DINERS CLUB	-	-	3.00	-	-	3.00
NSC	365	DINERS CLUB	-	-	176.12	-	-	176.12
NSC	5000	SPOKANE COMPUTER INC	1,662.25	1,108.50	4,053.50	-	-	6,824.25
VAN	1000	EFFER S.P.A.	-	2,033.46	204.30	-	-	2,237.76
VAN	5500	SWENSON SPREADER CO. CO.	23,507.35	1,095.54	(536.69)	-	-	24,066.20
VAN	5506	JLG INDUSTRIES INC.(JERR-DAN)	26,854.32	2,462.48	-	-	-	29,316.80
VAN	5507	SWAPLOADER USA LTD	11,573.10	-	-	-	-	11,573.10
VAN	5508	PULLTARPS MFG.	13,290.66	-	-	-	-	13,290.66
VAN	5509	COLLINS-MANUFACTURING CORP..	399.00	-	-	-	-	399.00
VAN	5512	POWER UP PRODUCTS	-	969.39	-	-	-	969.39
VAN	5524	DEL HYDRAULICS INC	-	1,098.06	2,473.10	-	-	3,571.16
VAN	5558	CERTIFIED CIRUS CONTROL SYSTEM	-	-	15,275.35	-	-	15,275.35
VAN	5569	DIVERSIFIED METAL FABRICATORS	-	-	-	20,350.00	-	20,350.00
VAN	5701	SECURE TOW	-	479.73	-	-	-	479.73
VAN	50014	MESSER CANADA INC	487.11	109.76	-	-	-	596.87
VAN	50015	WAJAX INDUSTRIAL COMPONENTS	-	-	2,328.56	-	-	2,328.56
VAN	50025	B C HYDRO	-	1,234.57	-	-	-	1,234.57
VAN	50026	WASTE CONNECTIONS OF CANADA IN	-	2,561.29	-	-	-	2,561.29
VAN	50027	B & J PARTS & MACHINE LTD.	171.70	-	-	-	-	171.70
VAN	50031	DIAMOND DELIVERY SERVICES	688.27	598.98	-	-	-	1,287.25
VAN	50049	CANADIAN LINEN SUPPLY	604.93	536.78	845.36	575.65	-	2,562.72
VAN	50050	CORPORATE EXPRESS CANADA INC.	-	229.81	-	175.62	-	405.43
VAN	50055	METRO MOTORS LTD.	-	739.39	-	-	-	739.39
VAN	50068	HYPower SYSTEMS INC. - VANCVR	-	-	3,530.70	-	-	3,530.70
VAN	50077	MONASHEE MANUFACTURING CORP.	-	-	19,467.00	-	-	19,467.00
VAN	50078	FORTIS B C	57.74	-	-	-	-	57.74
VAN	50080	ACCURATE ALARMS LTD.	-	78.75	-	-	-	78.75
VAN	50086	COLOR COMPASS	6,270.48	4,763.72	3,179.50	-	-	14,213.70
VAN	50087	MAGNUM TRAILER & EQUIPMENT INC	5,616.45	-	-	-	-	5,616.45
VAN	50095	SUPER SAVE DISPOSAL INC.	-	1,499.34	-	-	-	1,499.34
VAN	50098	FAUCHER INDUSTRIES INC.	1,533.16	-	-	-	-	1,533.16
VAN	50103	COMOX PACIFIC EXPRESS LTD.	-	-	220.11	-	-	220.11
VAN	50106	PUROLATOR INC..	907.99	77.17	-	-	-	985.16
VAN	50112	DRIVE PRODUCTS INC.	638.57	260.96	-	-	-	899.53
VAN	50117	A J FORSYTH	6,018.48	-	-	-	-	6,018.48
VAN	50122	GREGG DISTRIBUTORS CO LTD	8,243.50	1,989.98	723.01	-	-	10,956.49
VAN	50126	BEAU-ROC	-	284.69	60,201.75	-	-	60,486.44
VAN	50136	HI-LITE TRUCK ACCESSORIES LTD	-	341.25	-	-	-	341.25
VAN	50140	WESTERN SAFETY PRODUCTS	-	-	130.10	-	-	130.10
VAN	50148	REVENUE SERVICES OF B C	562.50	-	-	-	-	562.50
VAN	50152	EVEREST EQUIPMENT	19,962.88	-	-	-	-	19,962.88
VAN	50161	HOSE POWER CANADA	-	6,786.65	-	-	-	6,786.65
VAN	50176	QUENCH CANADA INC	-	532.22	-	-	-	532.22
VAN	50177	WESTWOOD TIRE SERVICES	-	-	6,420.76	-	-	6,420.76
VAN	50181	ROYAL CITY FIRE SUPPLIES LTD	449.38	-	-	-	-	449.38
VAN	50191	TRIDENT FREIGHT LOGISTICS	12,325.00	7,575.00	-	-	-	19,900.00
VAN	50226	CANADIAN FREIGHTWAYS	-	574.73	-	-	-	574.73
VAN	50238	FALCON EQUIPMENT	-	-	-	-	20,301.92	20,301.92
VAN	50260	ACE COURIER SERVICES	68.69	-	-	-	-	68.69
VAN	50302	CHAMPION INDUSTRIAL EQUIPMENT	-	853.48	-	-	-	853.48
VAN	50308	A & B SHUTTLE SERVICES LTD.	553.91	-	-	78.75	-	632.66
VAN	50332	LEAVITT MACHINERY	242.43	-	-	-	-	242.43
VAN	50369	KROWN	-	-	2,575.11	-	-	2,575.11
VAN	50424	ORKIN CANADA CORPORATION	-	-	258.30	-	-	258.30
VAN	50447	NEWLINE HOSE & FITTINGS	-	686.45	-	-	-	686.45
VAN	50460	VERSA FITTINGS INC.	-	-	1,180.41	-	-	1,180.41
VAN	50461	VMAC	-	152.18	1,247.32	-	-	1,399.50
VAN	50471	PAT'S DRIVELINE	33.74	443.04	-	-	-	476.78
VAN	50480	EARTHQUAKE INDUSTRIES	-	-	-	-	72.45	72.45
VAN	50481	GOLDEN EARS	8,236.96	4,729.20	-	-	-	12,966.16
VAN	50572	RICOH CANADA INC	-	-	-	1,350.76	-	1,350.76
VAN	50603	QUALITY FIRST BUILDING MAINT.	304.50	304.50	-	-	-	609.00
VAN	50614	TEAM TUBE	-	2,037.00	-	-	-	2,037.00
VAN	50622	CARIBOU ROAD SERVICES	-	278.59	-	-	-	278.59
VAN	50672	CITY OF PORT COQUITLAM	2,865.19	-	-	-	-	2,865.19
VAN	50679	REDWOOD PLASTICS & RUBBER CORP	955.50	-	-	-	-	955.50
VAN	50680	WORK TRUCK WEST	3,801.00	-	-	-	-	3,801.00
VAN	50682	DURABODY IND. LTD.	-	-	-	36.75	-	36.75
VAN	50692	SPI LOGISTICS	-	802.08	-	-	-	802.08
VAN	50693	TEAM EAGLE LTD.	-	287,595.00	-	-	-	287,595.00
VAN	50698	THE GEAR CENTER	1,828.47	149.93	415.33	-	-	2,393.73
ALB	4001	KERRY FRENCH	-	406.62	-	-	-	406.62
ALB	4004	DAVE NIEUWKERK	1,412.81	-	-	-	-	1,412.81

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	4017	ALFRED LANGKOWSKI	664.45	-	-	-	-	664.45
ALB	4030	CHARN NARANG	351.05	-	-	-	-	351.05
ALB	4047	MYRON WENTLAND	853.20	-	-	-	-	853.20
ALB	4091	DAVE HINECKER	351.34	-	-	-	-	351.34
ALB	7122	NRC INDUSTRIES INC.	1,778.19	39.00	4,857.85	1,492.06	(3,843.11)	4,323.99
ALB	7123	NRC INDUSTRIES INC.	14,304.21	3,711.68	-	-	-	18,015.89
ALB	7124	ARCTIC SNOWPLOW	7,045.56	-	-	-	-	7,045.56
ALB	8050	AUTO CRANE CO.	-	80.53	3,187.97	3,616.27	-	6,884.77
ALB	8064	ZONE DEFENSE INC.	-	300.25	-	-	-	300.25
ALB	8076	SHUR-CO LLC	-	121.76	-	-	-	121.76
ALB	9013	NORTH AMERICAN SIGNAL COMPANY	3,537.20	129.30	-	-	-	3,666.50
ALB	9019	BUYERS PRODUCTS CO.	1,916.40	-	-	-	-	1,916.40
ALB	9022	O.M.F.B. SpA	-	-	2,962.30	-	-	2,962.30
ALB	9050	AUTO CRANE CO.	(1,299.60)	8,029.82	289,219.19	247,531.50	406,453.04	949,933.95
ALB	9056	EFFER S.P.A.	286.81	4,819.17	147,724.35	-	-	152,830.33
ALB	9076	SWAPLOADER USA LTD	6,112.40	-	-	-	-	6,112.40
ALB	9084	RAMSEY WINCH CO	-	336.03	-	-	-	336.03
ALB	9106	GOLIGHT INC	-	-	-	867.94	(489.64)	378.30
ALB	9121	BEZARES USA	-	145.33	-	-	-	145.33
ALB	9132	SWENSON SPREADER CO.	93,164.84	27,692.77	11,168.09	410,290.23	-	542,315.93
ALB	9243	BLAYLOCK INDUSTRIES INC.	359.60	-	-	-	-	359.60
ALB	9247	NEXT HYDRAULICS SRL	-	198,285.00	-	-	-	198,285.00
ALB	9249	TG INDUSTRIES LTD	505.30	-	-	-	-	505.30
ALB	9258	CERTIFIED CIRUS CONTROL SYSTEM	963.19	-	-	-	-	963.19
ALB	101007	ABILITY HOSE	-	500.22	153.95	-	-	654.17
ALB	101056	ADVANCED COATINGS	3,743.13	4,168.76	-	-	-	7,911.89
ALB	101073	ASA ALLOYS	-	1,023.75	-	-	-	1,023.75
ALB	101083	ALSCO LINEN AND UNIFORM RENTAL	492.96	321.00	-	-	-	813.96
ALB	101100	ACE MANUFACTURING INC.	1,018.74	-	-	-	-	1,018.74
ALB	102001	B & E IND ELECTRONICS LTD	30.16	-	-	-	-	30.16
ALB	102016	BOSS LUBRICANTS	47.77	-	4,422.60	-	-	4,470.37
ALB	102038	BEAU-ROC	-	1,025.62	102,594.27	(1,008.00)	737.63	103,349.52
ALB	103003	CALGARY FASTENERS & TOOLS LTD	2,683.66	1,995.27	2,427.26	-	-	7,106.19
ALB	103019	CANWEST PROPANE	116.56	-	-	-	-	116.56
ALB	103076	CAR-TISTIC CREATIONS	1,071.00	567.00	-	-	-	1,638.00
ALB	103089	CENTRAL AIR EQUIPMENT LTD.	-	1,153.51	-	-	-	1,153.51
ALB	103102	CASCADIA METAL LTD.	-	2,106.30	-	-	-	2,106.30
ALB	103118	CANADIAN TOWING EQUIPMENT	552.76	-	-	-	-	552.76
ALB	103130	CANADIAN TRUCK WASH & LUBE LTD	-	483.00	-	-	-	483.00
ALB	103240	CITY OF RED DEER	275.61	-	-	-	-	275.61
ALB	103241	CITY OF REG	-	-	-	-	6,660.00	6,660.00
ALB	103997	ENMAX	315.80	-	-	-	-	315.80
ALB	104042	CONQUR INDUSTRIES INC	-	-	5,049.45	39,860.10	-	44,909.55
ALB	104054	DRIVELINE SPECIALTIES INC	-	-	-	502.22	-	502.22
ALB	104084	DRIVE STAR SHUTTLE SYSTEMS LTD	-	2,009.62	-	-	-	2,009.62
ALB	104091	DURABODY IND. LTD.	-	31,131.45	-	-	-	31,131.45
ALB	104097	DHOLLANDIA CANADA	-	1,545.22	-	-	-	1,545.22
ALB	104098	DINERS CLUB	4,436.38	(80.97)	-	-	-	4,355.41
ALB	105002	CAN WEST LEGACY INC	-	144.80	-	-	-	144.80
ALB	105013	EVEREST EQUIPMENT	-	57,792.00	36,759.45	-	178.06	94,729.51
ALB	105018	EXPERTEC INNOVATIVE COMM VECH	-	-	913.50	31,125.54	-	32,039.04
ALB	105021	ECCOL ELECTRIC CORP	151.85	-	-	-	-	151.85
ALB	105067	ECONOMY GLASS	-	-	1,813.35	-	-	1,813.35
ALB	106003	F & G SPECIALTY CHEMICALS LTD.	177.19	-	-	-	-	177.19
ALB	106005	FAUCHER INDUSTRIES INC.	5,552.67	5,130.81	-	-	-	10,683.48
ALB	107011	GRANDWEST ENTERPRISES INC.	1,479.21	3,068.89	-	-	-	4,548.10
ALB	107012	GREGG DISTRIBUTORS CO LTD	6,410.94	6,466.11	3,389.03	-	-	16,266.08
ALB	107043	GIN-COR INDUSTRIES INC	-	-	-	-	599.03	599.03
ALB	107056	GLOVER INT'L TRUCKS LTD.	-	508.37	-	-	-	508.37
ALB	107075	GLOVER INT'L TRUCKS LTD.	671.06	-	-	-	-	671.06
ALB	107083	GROENVELD TRANSPORT EFFICIENCY	-	18,805.23	-	-	-	18,805.23
ALB	110075	JIMS CRANE SERVICE LTD	448.88	-	-	-	-	448.88
ALB	111004	KRISTIAN ELECTRIC LTD	215.25	-	-	-	-	215.25
ALB	111009	JUDY'S CARPET & CLEANING SERV.	1,180.52	1,155.84	-	-	-	2,336.36
ALB	111087	KT EXCAVATING LTD.	-	-	-	-	189.00	189.00
ALB	112121	LGM HARDWARE LTD	270.73	1,640.18	-	-	-	1,910.91
ALB	114050	NEW LINE HOSE & FITTINGS	1,888.95	139.86	200.13	-	-	2,228.94
ALB	114092	NEW WEST FREIGHTLINER INC	809.10	-	-	-	-	809.10
ALB	114132	NORAMCO A DIV OF NSC	-	1,783.79	-	-	-	1,783.79
ALB	115011	OXYGEN PRODUCTS CALGARY LTD.	-	-	-	346.50	367.47	713.97
ALB	115013	OE LOGISTICS	223.07	-	-	-	-	223.07
ALB	116019	PURULATOR INC..	-	107.69	-	-	-	107.69
ALB	116025	PRAXAIR DISTRIBUTION	1,130.73	-	-	-	-	1,130.73
ALB	118021	RUSSEL METALS INC.	3,144.12	919.80	-	-	-	4,063.92
ALB	118049	RYAN'S COFFEE SERVICES LTD.	-	306.00	382.50	-	-	688.50
ALB	118052	RYERSON CANADA INC.	4,462.12	1,245.41	1,397.55	-	-	7,105.08
ALB	118054	RODA DEACO VALVE LTD.	-	-	2,080.00	-	-	2,080.00
ALB	119022	SPROUSE FIRE & SAFETY 1986	-	-	876.54	-	-	876.54
ALB	119024	STANDEN'S LTD	-	-	1,347.35	-	-	1,347.35
ALB	119029	SUPERIOR PROPANE INC	-	61.64	-	-	-	61.64
ALB	119039	SUPREME BASICS	-	-	97.63	301.15	-	398.78
ALB	119049	STRONGCO C.M.E.	-	-	-	2,285.10	-	2,285.10
ALB	119100	SPARTA ENGINEERING	-	273.00	-	-	-	273.00
ALB	119130	SEALION CARGO	3,465.00	-	-	-	-	3,465.00
ALB	119162	SHAW CABLE PAYMENT CENTRE	-	1,084.34	-	-	-	1,084.34
ALB	120027	TRIWAY SERVICES LTD.	-	165.38	-	-	-	165.38

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	120032	THE GEAR CENTER	1,294.89	1,722.34	-	-	-	3,017.23
ALB	120081	THE POWDER COATING SHOP LTD	-	735.00	-	-	-	735.00
ALB	120165	3 FAB METAL MANUFACTURING LTD	-	-	7,117.11	-	-	7,117.11
ALB	120199	TYCO INTEGRATED SECURITY	-	-	313.95	-	-	313.95
ALB	122003	VMAC	440.38	-	-	-	-	440.38
ALB	122083	VALTERRA POWER CA, LTD	1,308.02	-	-	-	-	1,308.02
ALB	123029	QUENCH CANADA INC	-	163.80	-	-	-	163.80
ALB	123035	WAJAX INDUSTRIAL COMPONENTS	-	900.49	2,782.46	-	-	3,682.95
ALB	123038	WURTH CANADA LTD.	858.43	4,520.38	-	-	-	5,378.81
ALB	126018	AMARTUVSHIN AZZAYA	192.24	-	-	-	-	192.24
ALB	201057	AGILITY LOGISTICS CO.	10,305.39	855.31	-	-	-	11,160.70
ALB	201065	ANDIAMO ELECTRIC LTD.	532.98	-	-	-	-	532.98
ALB	202018	BOON-TEK INDUSTRIES LTD	1,758.75	-	-	-	-	1,758.75
ALB	202019	BOSS LUBRICANTS	3,737.95	-	-	-	-	3,737.95
ALB	202023	BEAU-ROC	-	-	31,072.04	-	-	31,072.04
ALB	203002	CANADIAN LINEN SUPPLY	211.77	202.04	-	-	-	413.81
ALB	203057	CANADIAN TOWING EQUIPMENT	950.48	-	-	-	-	950.48
ALB	204034	DIESEL TECH INDUSTRIES LTD.	-	1,732.50	-	-	-	1,732.50
ALB	204042	CONQUR INDUSTRIES INC	-	-	-	51,777.18	-	51,777.18
ALB	205005	EPCOR	375.55	-	-	-	-	375.55
ALB	205017	EMPIRE HYDRAULICS & CHROME	347.29	-	-	-	-	347.29
ALB	205019	EVEREST EQUIPMENT	-	-	2,003.37	-	-	2,003.37
ALB	206037	FORT MOTORS LTD	1,844.77	-	-	-	-	1,844.77
ALB	207009	GREGG DISTRIBUTORS CO LTD	4,676.12	7,444.80	912.30	-	-	13,033.22
ALB	207012	GIN-COR INDUSTRIES INC	-	1,674.08	-	-	-	1,674.08
ALB	207020	GLOBAL HYDRAULIC SOLUTIONS	2,649.02	2,608.20	-	-	-	5,257.22
ALB	208018	HERCULES SLR INC	52.42	-	-	-	-	52.42
ALB	209009	IMPACT COATINGS INC.	-	1,062.19	-	-	-	1,062.19
ALB	209017	IROC SERVICE SUPPLY INC.	2,513.70	-	-	-	-	2,513.70
ALB	210009	JAN-PRO CLEANING SYSTEMS	-	782.25	-	-	-	782.25
ALB	210010	JETCO HEAVY DUTY LIGHTING	-	38.62	-	-	-	38.62
ALB	211004	KOVA ENGINEERING LTD	429.45	858.90	-	-	-	1,288.35
ALB	211019	KINDERSLEY TRANSPORT LTD.	-	276.02	-	-	-	276.02
ALB	213006	MEGA-TECH	1,577.21	-	-	-	-	1,577.21
ALB	213039	MIDWEST FABRICATORS LTD	367.50	225.75	-	-	-	593.25
ALB	213041	MUTUAL PROPANE	72.45	72.45	-	-	-	144.90
ALB	214010	NORDIC MECHANICAL SERVICES LTD	-	3,255.00	-	-	-	3,255.00
ALB	214012	NOR-MAR INDUSTRIES	1,683.21	-	-	-	-	1,683.21
ALB	214015	NORTECH INNOVATIVE PRODUCTS	335.43	-	-	-	-	335.43
ALB	216025	PRAXAIR CANADA INC. C9955	1,070.19	-	-	-	-	1,070.19
ALB	218037	RNR PORTABLE MACHINE & WELDING	178.50	-	-	-	-	178.50
ALB	219050	STONY INSPECTION SERVICES INC	1,228.50	288.75	-	-	-	1,517.25
ALB	220007	THERMO KING WESTERN INC.	1,090.19	-	-	-	-	1,090.19
ALB	220009	TRACTION HEAVY DUTY PARTS	137.21	-	-	-	-	137.21
ALB	220033	THE GEAR CENTER	7,319.55	-	-	-	-	7,319.55
ALB	221011	UNI-SELECT CANADA STORES INC.	117.06	20.76	-	-	-	137.82
ALB	222002	VMAC	5,465.90	-	-	-	-	5,465.90
ALB	222007	VAN HOUTTE COFFEE SERVICES	149.25	-	-	-	-	149.25
ALB	223016	WAJAX EQUIPMENT	1,969.21	-	-	-	-	1,969.21
ALB	223026	WURTH CANADA LTD.	1,042.73	-	-	-	-	1,042.73
ALB	223029	WAJAX INDUSTRIAL COMPONENTS	943.21	-	-	-	-	943.21
REG	1000	NEXT HYDRAULICS SRL	-	-	-	-	2,102.50	2,102.50
REG	1001	EFFER S.P.A.	-	146.71	666.81	-	-	813.52
REG	5601	RUGBY MANUFACTURING CO.	-	-	-	119.37	-	119.37
REG	5602	AUTO CRANE CO.	-	133.16	671.59	-	-	804.75
REG	5603	SWENSON SPREADER CO. CO.	-	5,209.31	1,779.80	-	-	6,989.11
REG	5623	JLG INDUSTRIES INC.(JERR-DAN)	-	-	-	-	251.63	251.63
REG	5652	MASTERACK, LLC	-	-	2,277.66	-	-	2,277.66
REG	60002	CANCADE CBI LIMITED	-	-	-	188.37	-	188.37
REG	60004	WHITING DOOR MANUFACTURING LTD LTD	-	253.72	-	1,100.33	189.37	1,543.42
REG	60006	THE BOLT SUPPLY HOUSE LTD	-	-	3.96	-	-	3.96
REG	60021	MAILHOT INDUSTRIES	-	-	-	-	2,293.20	2,293.20
REG	60023	DAY & ROSS INC	-	445.07	-	-	-	445.07
REG	60037	AUTOMOTIVE & IND. SUPPLIES INC	-	178.36	-	-	-	178.36
REG	60039	APPLIED INDUSTRIAL TECHNOLOGIE	-	489.34	-	-	-	489.34
REG	60040	BOSS LUBRICANTS	-	-	2,710.06	-	-	2,710.06
REG	60043	CANADIAN LINEN SUPPLY	-	359.78	517.92	153.48	-	1,031.18
REG	60044	CAPITAL FORD LINCOLN(SK)	2,620.76	-	172.28	-	-	2,793.04
REG	60047	CLOVERDALE PAINT INC	-	-	374.55	347.13	589.13	1,310.81
REG	60050	COOPER TOOLS & EQPT. WAREHOUSE	-	-	46.62	82.69	-	129.31
REG	60054	FORT GARRY (REG) INDUSTRIES	-	-	897.22	-	-	897.22
REG	60059	HYDRATEC HYDRAULICS	-	-	-	-	21.00	21.00
REG	60063	LORAAS' DISPOSAL SOUTH LTD	-	-	252.93	-	-	252.93
REG	60064	MAXIM TRUCK & TRAILER	-	-	-	-	26.78	26.78
REG	60067	PROVINCIAL HYDRAULICS	-	121.99	73.59	118.62	-	314.20
REG	60069	REG FASTENERS & TOOLS LTD	-	513.38	18.76	-	-	532.14
REG	60084	TRACTION HEAVY DUTY PARTS	-	27.44	-	-	-	27.44
REG	60089	PUROLATOR INC..	-	68.62	-	-	-	68.62
REG	60091	ACE MANUFACTURING INC.	1,232.13	3,328.08	-	-	-	4,560.21
REG	60094	KOVA ENGINEERING LTD	-	-	-	386.40	-	386.40
REG	60096	PRAXAIR DISTRIBUTION	-	267.00	259.72	-	412.12	938.84
REG	60098	MICHEL'S INDUSTRIES LTD.	-	-	17.42	657.08	-	674.50
REG	60099	FAUCHER INDUSTRIES INC.	-	-	1,476.43	-	-	1,476.43
REG	60110	ALLWYNN STEEL	-	-	887.63	-	-	887.63
REG	60114	YRC	-	-	1,259.73	1,259.73	-	2,519.46
REG	60119	NORDSTRONG EQUIPMENT LTD.	-	-	315.00	-	-	315.00

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
REG	60130	ERIKS INDUSTRIAL SERVICES LP	-	-	-	-	56.49	56.49
REG	60133	AIR TECH PRODUCTS	-	40.15	109.73	(91.69)	-	58.19
REG	60135	TS&M SUPPLY	-	-	-	9.86	-	9.86
REG	60138	VELVAC INC.	-	-	-	232.76	-	232.76
REG	60152	WIL-TECH	-	597.35	-	428.03	-	1,025.38
REG	60154	WAJAX POWER SYSTEMS	-	-	179.29	-	-	179.29
REG	60166	THE TRUCK OUTFITTERS	-	252.00	-	-	36.75	288.75
REG	60170	CMS METAL PRODUCTS	-	-	-	53.74	74.76	128.50
REG	60172	VMAC	-	367.50	4,636.68	-	-	5,004.18
REG	60181	WALTCO LIFT INC.	-	-	333.40	-	-	333.40
REG	60213	ACCELERATED CONNECTIONS INC	-	-	8.72	12.88	7.27	28.87
REG	60218	GREGG DISTRIBUTORS CO LTD	-	-	-	312.10	-	312.10
REG	60224	CAPITAL FIRE PROTECTION	-	-	-	-	350.76	350.76
REG	61464	SPRING SERVICE LTD	-	-	-	759.97	-	759.97
REG	61467	MAINLINE FLEET SERVICE	-	92.61	-	-	-	92.61
REG	61473	AUTO ELECTRIC SERVICE	-	126.25	-	-	-	126.25
REG	61497	KEMSOL PRODUCTS LTD	-	-	56.99	-	-	56.99
REG	61512	3-D Delivery Ltd	-	-	-	-	12.92	12.92
REG	61515	RICOH CANADA INC	-	-	-	-	1,175.32	1,175.32
REG	61561	ALTEC INDUSTRIES LTD	-	-	-	-	609.75	609.75
REG	61588	THE GEAR CENTER	-	-	-	2,321.39	-	2,321.39
REG	61599	ABLE COURIER	-	-	75.60	177.45	275.11	528.16
REG	61615	SECURITY BUILDING SUPPLIES	-	-	39.43	-	12.10	51.53
REG	61630	SASKBATTERY	-	93.98	-	-	207.90	301.88
REG	61645	BUCHER HYDRAULICS CORP	-	247.86	-	-	-	247.86
REG	61684	NIMBUS WATER	-	-	40.98	10.00	-	50.98
REG	61688	JAGR INDUSTRIAL ELECTRONICS	-	-	-	-	79.70	79.70
REG	61693	KONE CRANES LIFTING BUSINESS	-	2,186.70	-	-	-	2,186.70
REG	61742	REG METAL WORKS	-	-	-	-	107.73	107.73
REG	61750	RCAP LEASING	-	590.34	-	-	-	590.34
REG	61772	GENERATION GIRLS CLEANING SERV	-	530.00	-	-	-	530.00
REG	61774	PARKER HANNIFIN CANADA T9639	-	-	2,573.32	-	2,701.99	5,275.31
REG	61775	ALLISTON TRUCK EQUIPMENT	-	-	-	232.30	-	232.30
REG	61777	REMA TIP TOP AGENCY LTD	-	-	740.57	-	-	740.57
REG	61779	FIRST TRUCK CENTRE	-	7,480.25	-	-	-	7,480.25
NWMRKT	5000	BUYERS PRODUCTS CO.	4,753.73	30.00	-	-	-	4,783.73
NWMRKT	5005	DEL HYDRAULICS INC	-	-	179.85	-	-	179.85
NWMRKT	5023	SWAPLOADER USA LTD	-	32,344.04	-	-	-	32,344.04
NWMRKT	5034	AUTO CRANE CO.	-	2,009.40	1,169.35	(150.88)	-	3,027.87
NWMRKT	5067	VANAIR MANUFACTURING	-	-	-	(3,848.62)	80,882.75	77,034.13
NWMRKT	5085	BEZARES USA	-	199.73	-	-	-	199.73
NWMRKT	5086	HORIZON GLOBAL AMERICAS	-	171.20	-	-	-	171.20
NWMRKT	5130	OMNITRANS INC.	-	531.17	-	-	-	531.17
NWMRKT	10002	ABFLEX RUBBER INC.	-	-	-	8,784.62	4,054.44	12,839.06
NWMRKT	10005	ACKLANDS- GRAINGER INC.	-	345.69	-	-	-	345.69
NWMRKT	10018	APOGEE STEEL FABRICATION INC.	9,785.80	6,282.80	15,457.40	-	-	31,526.00
NWMRKT	10029	BDI CANADA INC.	-	-	3,765.16	-	-	3,765.16
NWMRKT	10033	BERENDSEN FLUID POWER LTD.	-	184.74	-	-	-	184.74
NWMRKT	10046	CAMFIL FARR INC.	1,573.59	192.23	-	-	-	1,765.82
NWMRKT	10052	CANADIAN THREADALL LTD.	-	-	-	1,871.17	-	1,871.17
NWMRKT	10053	CAPS'N PLUGS	-	360.70	-	-	-	360.70
NWMRKT	10075	CRAWFORD METAL CORP.	4,176.48	1,897.50	17,573.58	30,998.61	-	54,646.17
NWMRKT	10090	DGI SUPPLY	600.78	189.21	4,128.97	-	-	4,918.96
NWMRKT	10105	DRIVE PRODUCTS INC.	-	-	-	1,020.03	5,710.46	6,730.49
NWMRKT	10106	DRIVETEC MANUFACTURING INC.	-	1,831.84	17,095.78	-	-	18,927.62
NWMRKT	10108	CARDINAL COURIERS LTD	37.51	-	-	-	75.16	112.67
NWMRKT	10109	ELASTO PROXY INC.	-	6,561.91	-	-	-	6,561.91
NWMRKT	10110	ELECTRO SONIC INC.	1,494.99	-	-	-	-	1,494.99
NWMRKT	10116	FAUCHER INDUSTRIES INC.	4,812.44	605.23	925.88	-	-	6,343.55
NWMRKT	10136	GIN-COR INDUSTRIES INC	-	43,485.81	34,674.36	2,191.70	7,812.69	88,164.56
NWMRKT	10139	GROTE INDUSTRIES CANADA	1,661.10	5,936.80	11,788.74	4,167.62	-	23,554.26
NWMRKT	10142	HALTON CHEMICAL INC.	-	-	3,405.16	-	-	3,405.16
NWMRKT	10160	HOSE POWER CANADA	2,029.67	1,984.91	864.35	-	-	4,878.93
NWMRKT	10164	J & K DIE CASTING LTD.	25,863.70	14,541.21	38,341.01	8,757.10	-	87,503.02
NWMRKT	10168	KINEDYNE CANADA LTD	1,054.75	-	-	-	-	1,054.75
NWMRKT	10176	MAILHOT INDUSTRIES	-	349.80	-	-	-	349.80
NWMRKT	10177	MANITOULIN TRANSPORT INC.	-	-	788.66	-	-	788.66
NWMRKT	10188	MISTER MECHANIC	1,576.35	-	4,379.49	-	-	5,955.84
NWMRKT	10204	NEWCOMB SPRING OF CANADA LTD.	1,540.76	892.70	10,051.51	-	-	12,484.97
NWMRKT	10210	HIGGINSON EQUIPMENT SALES	-	-	4,540.34	-	-	4,540.34
NWMRKT	10222	PPG CANADA INC.	-	36,899.95	6,375.89	18,828.51	135.60	62,239.95
NWMRKT	10223	PRAXAIR DISTRIBUTION	3,111.23	12,799.36	8,554.27	1,299.45	-	25,764.31
NWMRKT	10237	RUSSEL METALS INC.	22,105.93	36,673.62	17,261.74	16,954.64	-	92,995.93
NWMRKT	10239	SAFETY-KLEEN LTD.	-	-	1,095.54	-	-	1,095.54
NWMRKT	10243	SAMUEL PLATE SALES	-	13,240.58	8,949.60	-	(1,654.03)	20,536.15
NWMRKT	10253	SIMBA POWDER COATING	7,345.79	-	-	-	-	7,345.79
NWMRKT	10254	SLING-CHOKER MFG. (HAMILTON)	-	-	176.30	335.16	-	511.46
NWMRKT	10263	SWS WARNING LIGHTS INC.	-	1,808.04	280.38	-	-	2,088.42
NWMRKT	10271	SWISSWAY MACHINING LIMITED	10,178.70	36,025.72	45,825.13	-	-	92,029.55
NWMRKT	10275	TECHSPAN INDUSTRIES INC	-	-	4,779.19	2,773.26	-	7,552.45
NWMRKT	10285	UPS CANADA	42.99	36.23	135.62	-	-	214.84
NWMRKT	10286	PK WELDING & FABRICATORS INC.	-	-	12,430.00	-	-	12,430.00
NWMRKT	10289	WALTCO LIFT INC.	-	5,026.39	3,640.87	-	-	8,667.26
NWMRKT	10294	Unicell Ltd.	62,488.25	99,868.35	-	-	(0.00)	162,356.60
NWMRKT	10299	VERSA FITTINGS INC.	404.54	-	-	-	-	404.54
NWMRKT	10300	VIC SAFETY INC.	5,702.26	8,556.58	4,435.25	-	-	18,694.09

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NWMRKT	10305	WESTERN TARPAULIN & CO.	3,631.69	2,571.99	-	4,244.39	-	10,448.07
NWMRKT	10307	WES-GARDE COMPONENTS GROUP INC	410.19	-	-	-	-	410.19
NWMRKT	10329	BUCHER HYDRAULICS CORP	394.94	-	-	-	-	394.94
NWMRKT	10339	LIGHTNING EQUIPMENT SALES INC	-	2,412.55	-	-	-	2,412.55
NWMRKT	10411	BEAU-ROC	1,200.03	-	3,693.94	-	-	4,893.97
NWMRKT	10434	EARLE M. JORGENSEN INC.	-	7,582.31	10,863.98	-	-	18,446.29
NWMRKT	10445	GENWELD WELDERS SERVICE LTD.	-	-	1,467.15	-	-	1,467.15
NWMRKT	10483	NORDICA PLASTICS LTD.	-	5,526.63	-	-	-	5,526.63
NWMRKT	10488	SWISS-O-MATIC	17,118.37	4,925.44	-	-	-	22,043.81
NWMRKT	10489	NORDSTRONG EQUIPMENT LTD.	-	6,220.99	-	-	-	6,220.99
NWMRKT	10491	PURULATOR INC.	315.40	1,205.69	673.75	-	-	2,194.84
NWMRKT	10509	HERCULES SLR INC	-	-	-	3,797.02	-	3,797.02
NWMRKT	10548	CINTAS CANADA LIMITED	4,259.65	8,068.12	6,149.76	-	-	18,477.53
NWMRKT	10567	FORT MOTORS LTD	-	-	339.00	-	-	339.00
NWMRKT	10603	PROVIX INC	-	-	1,056.55	-	-	1,056.55
NWMRKT	10621	CARRIER CENTERS	234.94	-	-	-	-	234.94
NWMRKT	10677	PRIMUS CANADA	-	-	-	-	11.24	11.24
NWMRKT	10800	CREEKSIDE INSTALLATIONS LTD.	-	-	3,121.06	-	-	3,121.06
NWMRKT	10866	D&D ENGINEERED PRODUCTS INC.	763.32	1,502.90	-	-	-	2,266.22
NWMRKT	10880	ICONIC ELEMENTS INC.	1,977.50	4,384.40	18,477.76	-	-	24,839.66
NWMRKT	10964	HYDROLICO INTERNATIONAL INC.	494.56	-	-	-	-	494.56
NWMRKT	11035	BRAVE TRANSPORT INC.	8,546.76	3,765.31	2,594.55	-	-	14,906.62
NWMRKT	11059	BRY AIR SYSTEMS INC.	-	-	9,209.50	-	-	9,209.50
NWMRKT	11071	STRADER TECHNOLOGIES	-	8,627.56	2,274.13	-	-	10,901.69
NWMRKT	11122	THE GEAR CENTER	3,546.29	61.09	1,695.00	4,975.93	-	10,278.31
NWMRKT	11176	OMNITRANS INC.	-	267.00	578.51	-	-	845.51
NWMRKT	11177	KWIKSAVE LOGISTICS INC.	1,054.11	1,119.02	3,602.07	-	-	5,775.20
NWMRKT	11178	BLUE SPRINGS	-	-	1,084.80	-	-	1,084.80
NWMRKT	11181	ZONE DEFENSE INC.	-	718.68	-	-	-	718.68
NWMRKT	11182	FREEWAY LIMITED	2,413.68	-	781.17	-	-	3,194.85
NWMRKT	11188	KLONDIKE LUBRICANTS CORP	-	-	4,258.52	-	-	4,258.52
NWMRKT	11192	PARKER HANNIFIN CANADA T9639	-	-	698.33	-	-	698.33
NWMRKT	11196	LAIRD TRANSPORTATION & LOGISTS	-	-	-	8,778.52	4,973.59	13,752.11
NWMRKT	11257	ACCURATE SCREEN	-	513.02	152.55	-	-	665.57
NWMRKT	11289	PAT'S DRIVELINE	-	-	1,695.00	1,491.29	-	3,186.29
NWMRKT	11292	MOBILE BUSINESS COMMUNICATION	170.63	-	-	-	-	170.63
NWMRKT	11349	DURABODY IND. LTD.	-	14,073.02	91,540.17	24,152.36	214,271.73	344,037.28
NWMRKT	11362	CIMMASTER INC	-	4,223.38	30,606.06	2,373.00	6,763.90	43,966.34
NWMRKT	11368	FASTENAL CANADA	3,542.91	14,113.76	11,978.05	-	-	29,634.72
NWMRKT	11373	EAGLE EQUIPMENT	-	-	3,955.00	-	-	3,955.00
NWMRKT	11387	MAXON LIFT CORP	-	3,171.91	-	-	-	3,171.91
NWMRKT	11391	INTERNET ACCESS SOLUTIONS LTD.	446.16	446.16	-	-	-	892.32
NWMRKT	11392	FS TOOL	-	188.71	-	-	-	188.71
NWMRKT	11402	MILLER WASTE SYSTEMS INC.	-	1,114.02	-	-	-	1,114.02
NWMRKT	11408	IST SURFACE	-	-	2,656.91	-	-	2,656.91
NWMRKT	11416	GREENWAY PROPERTY SOLUTION INC	-	2,994.50	2,994.50	3,729.00	-	9,718.00
NWMRKT	11424	MAHER & CO. METALS	-	-	23,267.60	7,203.75	4,959.12	35,430.47
NWMRKT	11437	BOLTS PLUS INC.	20.32	-	-	-	-	20.32
NWMRKT	11457	CANADIAN CRANE	299.45	-	-	-	-	299.45
NWMRKT	11464	TST OVERLAND EXPRESS	-	235.79	121.96	120.21	-	477.96
NWMRKT	11476	210 HARRY WALKERS HOLDING INC	-	-	24,783.79	-	-	24,783.79
NWMRKT	11480	CWB NATIONAL LEASING	-	1,728.06	-	-	3,416.32	5,144.38
NWMRKT	11483	GROUPE CT	-	443.64	346.40	-	-	790.04
NWMRKT	11485	ALL TRADE RENTALS INC.	649.75	649.75	-	-	-	1,299.50
NWMRKT	11501	HEALTHY WATER SYSTEMS	-	-	475.09	-	-	475.09
NWMRKT	11510	GENERAL BODY AND EQUIPMENT	3,230.85	-	-	-	-	3,230.85
MTL	4001	NEXT HYDRAULICS SRL	-	5,735.00	-	5,247.50	-	10,982.50
MTL	5000	BUYERS PRODUCTS CO.	477.24	-	-	-	-	477.24
MTL	5002	JLG INDUSTRIES INC.(JERR-DAN)	296.60	-	29,246.95	-	157,585.12	187,128.67
MTL	5006	SWENSON SPREADER CO. CO.	-	-	-	-	5,886.09	5,886.09
MTL	30089	NORCAN ALUMINIUM PROD. INC.	2,168.89	14,655.01	15,492.89	-	(0.00)	32,316.79
MTL	30172	DRIVESHAFT INC., ATELIERS M.	2,897.37	-	-	-	-	2,897.37
MTL	30199	VAN PRO INC.	-	-	14,774.29	-	-	14,774.29
MTL	30288	DENIS OFFICE SUPPLIES AND FURN	418.91	-	-	-	-	418.91
MTL	30327	DURABODY IND. LTD.	-	14,208.62	-	-	-	14,208.62
MTL	30347	Unicell Ltd.	12,036.42	-	-	-	-	12,036.42
MTL	30467	HEBDRALIQUE INC	101.18	-	-	-	-	101.18
MTL	30743	DHOLLANDIA CANADA	7,061.47	13,033.46	4,305.52	11,237.66	12,853.06	48,491.17
MTL	30777	LES ENTREPRISES TERRA D	-	419.66	-	-	-	419.66
MTL	30785	VALPRO SERVICES D'ENTRETIEN	684.10	-	-	-	-	684.10
MTL	30789	GIN-COR INDUSTRIES INC	19,087.52	277.86	35,616.09	421.00	-	55,402.47
MTL	30794	JC TRAILERS DESIGN & FABRICATI	-	49,917.75	-	-	-	49,917.75
MTL	30865	FIBRENOIRE INC	-	678.35	-	-	-	678.35
MTN	5002	BUYERS PRODUCTS CO.	-	422.05	-	-	-	422.05
MTN	5010	DEL HYDRAULICS INC	3,921.28	551.20	-	-	-	4,472.48
MTN	5013	BEZARES USA	-	912.13	1,064.90	-	-	1,977.03
MTN	5014	STAHL	-	-	-	7,735.00	-	7,735.00
MTN	5018	TOMMY GATE COMPANY	-	9,774.72	-	-	(90.00)	9,684.72
MTN	5040	NATIONAL LIFTGATE PARTS INC.	-	519.75	118.00	-	-	637.75
MTN	5046	SWENSON SPREADER CO.	785.07	-	-	-	-	785.07
MTN	5050	B/A PRODUCTS CO.	-	420.63	-	-	-	420.63
MTN	5506	JLG INDUSTRIES INC.(JERR-DAN)	-	49,917.10	-	-	-	49,917.10
MTN	5511	MAXON LIFT CORP	(53.07)	109.94	-	-	-	56.87
MTN	30001	CLARKE'S TOWING LTD.	-	517.50	-	-	-	517.50
MTN	30004	A.P.M. LIMITED	4.49	712.54	-	-	-	717.03
MTN	30023	DAY & ROSS INC	-	284.63	-	-	-	284.63

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
MTN	30036	WORK & PLAY	103.49	-	-	-	-	103.49
MTN	30044	MIDLAND TRANSPORT LIMITED	356.61	1,126.82	-	-	-	1,483.43
MTN	30048	MULTI RADIATOR SERVICES LTD	-	-	327.75	-	-	327.75
MTN	30062	THE GEAR CENTER	586.81	29.93	-	-	-	616.74
MTN	30077	VELVAC INC.	-	193.60	(71.13)	-	-	122.47
MTN	30117	BRUNSWICK FYR & SAFETY ACC LTD	179.93	-	-	-	-	179.93
MTN	30147	FASTENAL CANADA	-	3,468.21	-	-	-	3,468.21
MTN	30153	GOODFELLOW INC.	-	-	1,518.75	-	-	1,518.75
MTN	30158	HYDROSTATIC SERVICES LTD.	-	715.06	-	-	-	715.06
MTN	30160	IRVING ENERGY DISTRIBUTION	-	3.19	-	-	-	3.19
MTN	30169	LIFTOW LTD	-	1,844.31	-	-	-	1,844.31
MTN	30180	EAST COAST INTERNATIONAL	-	120.75	-	-	-	120.75
MTN	30188	EAST COAST INTERNATIONAL	48.19	-	-	(31.05)	-	17.14
MTN	30209	RUSSEL METALS INC.	3,076.65	5,114.97	7,712.25	-	-	15,903.87
MTN	30217	TARP-RITE INC.	268.64	4,181.58	4,088.65	-	-	8,538.87
MTN	30221	UAP INC	1,465.69	-	-	-	-	1,465.69
MTN	30228	Universal Truck & Trailer	372.94	47.98	-	-	(21.28)	399.64
MTN	30229	VAIL'S FABRIC SERVICES LTD.	383.01	127.67	-	-	-	510.68
MTN	30245	TRC MANUFACTURING	50,608.63	-	-	-	-	50,608.63
MTN	30255	DRIVE PRODUCTS INC.	-	2,780.69	2,378.23	-	-	5,158.92
MTN	30277	APRIL SUPER FLO	-	-	2,518.73	-	-	2,518.73
MTN	30286	A-PLUS DRIVE SHAFT INC.	-	2,553.00	-	-	468.95	3,021.95
MTN	30287	BEAU-ROC	556.66	-	-	-	-	556.66
MTN	30300	GROTE INDUSTRIES CANADA	169.98	2,338.10	278.42	-	-	2,786.50
MTN	30305	SAF-HOLLAND CANADA LIMITED	-	-	-	7,328.90	-	7,328.90
MTN	30307	KINEDYNE CANADA LTD	-	1,740.99	-	-	-	1,740.99
MTN	30309	LES PRODUITS METALLIQUES A.T	-	-	-	-	591.84	591.84
MTN	30321	SAMEDAY WORLDWIDE	73.66	-	-	-	-	73.66
MTN	30326	WALTCO LIFT INC.	5,347.41	665.56	-	-	183.43	6,196.40
MTN	30330	WHITING DOOR MANUFACTURING LTD	149.16	-	2,062.95	-	-	2,212.11
MTN	30347	HYDRAULEX	-	23,900.46	-	-	-	23,900.46
MTN	30348	Unicell Ltd.	-	9,541.01	-	-	-	9,541.01
MTN	30351	MP FILTRI CANADA INC	496.80	-	-	-	-	496.80
MTN	30366	EVEREST EQUIPMENT	1,155.59	180,078.59	12,048.47	-	-	193,282.65
MTN	30367	FAUCHER INDUSTRIES INC.	-	212.14	-	-	-	212.14
MTN	30370	MESSER CANADA INC	621.20	1,259.13	-	-	-	1,880.33
MTN	30382	CAMROSE SAND & GRAVEL LTD	-	-	-	-	226.00	226.00
MTN	30402	MARITIME INDUSTRIAL RUBBER	7,750.94	6,522.47	878.09	-	-	15,151.50
MTN	30411	TECHSPAN INDUSTRIES INC	703.56	-	-	-	-	703.56
MTN	30416	PUROLATOR INC.	146.23	81.04	-	-	-	227.27
MTN	30418	ON-TARGET COURIER & CARGO LTD	-	113.37	-	-	-	113.37
MTN	30420	DISTRIBUTION 83 PPM INC.	91.00	-	49.00	-	-	140.00
MTN	30422	SHERWIN-WILLIAMS AUTOMOTIVE	4,394.25	7,245.19	-	-	-	11,639.44
MTN	30423	MIDLAND COURIER	433.29	267.32	-	-	-	700.61
MTN	30426	MILLER WASTE SYSTEMS INC.	-	322.60	-	-	-	322.60
MTN	30434	DESJARDINS CARD SERVICES	-	-	565.42	-	-	565.42
MTN	30436	MAILHOT INDUSTRIES	-	(1,727.50)	33,955.82	-	-	32,228.32
MTN	30437	SPRING SPECIALTY LTD	368.00	-	-	-	-	368.00
MTN	30441	MBW COURIER INC.	-	40.31	-	-	-	40.31
MTN	30450	GROENEVELD LUBRICATION	13,240.94	31,390.52	3,276.86	-	-	47,908.32
MTN	30452	MASTER PROMOTIONS LTD	575.00	-	-	-	-	575.00
MTN	30462	MIROMI ENTERPRISES ENRG	-	-	-	-	68.88	68.88
MTN	30476	YELLOW PAGES GROUP	23.00	23.00	-	-	-	46.00
MTN	30479	MCSHEFFER S.P.A.Y INDUSTRIES LTD	-	676.20	-	-	-	676.20
MTN	30513	ST. JOHN AMBULANCE	-	120.00	240.00	-	-	360.00
MTN	30542	HYDROLICO INTERNATIONAL INC.	-	2,242.50	2,616.25	-	-	4,858.75
MTN	30549	WJAX POWER SYSTEMS	(217.94)	895.52	6,542.14	-	-	7,219.72
MTN	30584	METALTECH	-	431.25	-	-	-	431.25
MTN	30618	PARKER HANNIFIN CANADA T9639	-	1,588.31	-	-	-	1,588.31
MTN	30623	REVOLUTION ENVIRO SOLUTIONS LP	-	352.45	-	-	-	352.45
MTN	30648	M.LEBLANC DELIVERIES	22.92	-	-	-	-	22.92
MTN	30653	DENTS&STONES AUTOMOTIVE LTD	460.00	-	-	-	-	460.00
MTN	30660	DHOLLANDIA CANADA	-	6,637.17	-	-	-	6,637.17
MTN	30678	CRAMARO TARPULIN SYSTEMS LTD	-	844.39	-	-	-	844.39
MTN	30681	THERMO KING EASTERN CANADA	5,704.00	11,944.52	11,408.00	-	-	29,056.52
MTN	30682	GIN-COR INDUSTRIES INC	-	1,641.23	-	149.70	8,717.96	10,508.89
MTN	30692	GROUPE BIBEAU INC	-	158.04	32,529.55	46,632.29	12,928.85	92,248.73
MTN	30698	WALMAC TRANSPORTATION	-	3,000.00	-	2,500.00	-	5,500.00
MTN	30700	MARITIME COFFEE SERVICE	137.98	91.33	-	-	-	229.31
MTN	30701	CLASSIC FREIGHT SYSTEMS	1,173.00	2,990.00	-	-	-	4,163.00
MTN	30709	DRIVE STAR SHUTTLE SYSTEMS LTD	-	4,945.00	-	-	-	4,945.00
MTN	30710	TRUX ACCESSORIES	-	951.63	693.45	-	-	1,645.08
MTN		SUPPLIER MASTER	-	48.19	269.40	1,265.30	5,573.17	7,156.06
			782,404.05	1,853,376.01	1,730,445.73	1,238,547.52	1,456,437.83	7,061,211.14

# TAB 7

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NSC	122	DISCOVERNET LTD	-	-	15,036.73	15,036.73	-	30,073.46
NSC	132	PITNEY WORKS	1,057.23	-	-	-	-	1,057.23
NSC	244	FORD CREDIT CANADA LTD	339.00	4,532.17	-	-	-	4,871.17
NSC	246	GRANT THORNTON LLP	-	-	-	11,486.45	150,860.65	162,347.10
NSC	262	RSA TRAVEL INSURANCE INC	-	-	-	-	192.72	192.72
NSC	288	JADE ABL SERVICES INC	-	-	6,438.51	-	-	6,438.51
NSC	299	BELL CANADA	711.90	994.40	-	-	-	1,706.30
NSC	309	JUMP NETWORK TEL LTD.	168.37	-	-	-	-	168.37
NSC	310	PCM CANADA	-	400.02	-	-	-	400.02
NSC	311	CDW CANADA INC.	-	218.08	-	-	2,991.11	3,209.19
NSC	312	DNSnetworks CORPORATION	-	4,126.42	-	-	-	4,126.42
NSC	321	LASER AGE INC.	-	-	-	-	5,400.00	5,400.00
NSC	325	WILSON VUKELICH LLP	-	-	237.30	176.12	4,731.56	5,144.98
NSC	336	GIN-COR INDUSTRIES INC.	-	19,564.24	91,295.04	105,707.08	418,818.38	635,384.74
NSC	349	SECURTEK MONITORING SOLUTION	-	101.63	-	-	-	101.63
NSC	354	DBIL HOLDINGS INC.	-	-	6,031.38	6,031.38	2,871.34	14,934.10
NSC	361	DINER CLUB COMMERCIAL	-	-	-	3.00	-	3.00
NSC	365	DINERS CLUB INTERNATIONAL	-	-	-	176.12	-	176.12
NSC	5000	SPOKANE COMPUTER INC	1,952.00	1,662.25	1,835.50	300.00	-	5,749.75
VAN	1000	EFFER S.p.a	-	-	1,441.32	592.14	-	2,033.46
VAN	5500	SWENSON SPREADER CO.	1,237.05	24,308.20	(34.40)	(333.20)	(1,199.10)	23,978.55
VAN	5502	CVG ALABAMA, LLC	-	3,433.04	-	-	-	3,433.04
VAN	5506	JLG INDUSTRIES INC.(JERR-DAN)	1,011.13	-	26,854.32	-	-	27,865.45
VAN	5507	SWAPLOADER USA LTD	-	-	11,573.10	-	-	11,573.10
VAN	5508	PULLTARPS MFG.	-	13,290.66	-	-	-	13,290.66
VAN	5509	COLLINS-MANUFACTURING CORP..	-	-	399.00	-	-	399.00
VAN	5512	POWER UP PRODUCTS	-	-	-	969.39	-	969.39
VAN	5513	BUYERS PRODUCTS COMPANY	2,702.85	1,281.83	-	-	-	3,984.68
VAN	5518	HARPER INDUSTRIES INC.	-	1,051.03	-	-	-	1,051.03
VAN	5569	DIVERSIFIED METAL FABRICATORS	-	-	-	-	10,175.00	10,175.00
VAN	5701	SECURE TOW	-	-	479.73	-	-	479.73
VAN	50000	MOTION INDUSTRIES INC. (BC)	1,122.96	-	-	-	-	1,122.96
VAN	50014	MESSER CANADA INC.	229.32	319.36	385.74	-	-	934.42
VAN	50015	WAJAX INDUSTRIAL COMPONENTS	361.76	-	-	-	-	361.76
VAN	50024	BANDSTRA TRANSPORTATION SYSTEM	210.81	-	-	-	-	210.81
VAN	50025	B C HYDRO	1,354.59	-	-	-	-	1,354.59
VAN	50026	WASTE CONNECTIONS OF CANADA IN	2,470.35	2,514.28	-	-	-	4,984.63
VAN	50027	B & J PARTS & MACHINE LTD.	-	-	171.70	-	-	171.70
VAN	50029	DICK'S LUMBER	257.19	-	-	-	-	257.19
VAN	50031	DIAMOND DELIVERY SERVICES	873.34	695.53	916.61	-	-	2,485.48
VAN	50047	BISON WIRE ROPE COMPANY LTD.	-	357.90	-	-	-	357.90
VAN	50049	CANADIAN LINEN SUPPLY	635.35	592.19	444.18	-	-	1,671.72
VAN	50050	CORPORATE EXPRESS CANADA INC.	103.73	168.75	68.32	-	-	340.80
VAN	50065	CANADIAN ASS. OF FLEET SUPERS.	-	110.00	-	-	-	110.00
VAN	50066	DAMS FORD LINCOLN SALES LTD	-	-	332.99	-	-	332.99
VAN	50068	HYPower SYSTEMS INC. - VANCVR	-	-	-	3,530.70	-	3,530.70
VAN	50076	COAST WELDING SUP. & RENTAL LT	1,745.66	-	-	-	-	1,745.66
VAN	50077	MONASHEE MANUFACTURING CORP.	-	-	-	14,600.25	-	14,600.25
VAN	50078	FORTIS B C	-	185.27	-	-	-	185.27
VAN	50080	ACCURATE ALARMS LTD.	-	-	78.75	-	-	78.75
VAN	50086	COLOR COMPASS	2,502.88	2,959.14	5,920.70	-	-	11,382.72
VAN	50087	MAGNUM TRAILER & EQUIPMENT INC	-	5,616.45	-	-	-	5,616.45
VAN	50095	SUPER SAVE DISPOSAL INC.	-	1,499.34	-	-	-	1,499.34
VAN	50097	BRENCO INDUSTRIES LTD.	2,508.66	-	-	-	-	2,508.66
VAN	50098	FAUCHER INDUSTRIES INC.	4,138.07	-	1,533.16	-	-	5,671.23
VAN	50106	PUROLATOR	827.65	313.52	-	-	-	1,141.17
VAN	50107	MANITOULIN TRANSPORT INC.	-	583.42	-	-	-	583.42
VAN	50117	A J FORSYTH	-	1,079.14	6,018.48	-	-	7,097.62
VAN	50122	GREGG DISTRIBUTORS CO LTD	5,741.01	4,913.00	6,021.81	-	-	16,675.82
VAN	50136	HI-LITE TRUCK ACCESSORIES LTD	13,227.33	25,426.17	341.25	-	-	38,994.75
VAN	50140	WESTERN SAFETY PRODUCTS	-	-	-	130.10	-	130.10
VAN	50152	EVEREST EQUIPMENT CO	-	23,800.40	(2,557.52)	-	-	21,242.88
VAN	50176	QUENCH CANADA INC.	-	-	532.22	-	-	532.22
VAN	50177	WESTWOOD TIRE SERVICES	-	-	-	6,420.76	-	6,420.76
VAN	50181	ROYAL CITY FIRE SUPPLIES LTD	-	449.38	-	-	-	449.38
VAN	50189	ARCTIC EQUIPMENT MANUFACTURING	4,888.11	45,263.44	-	-	450.71	50,602.26
VAN	50191	TRIDENT FREIGHT LOGISTICS	8,925.00	13,325.00	4,100.00	-	-	26,350.00
VAN	50192	WALTCO LIFT INC.	-	12,688.62	-	-	-	12,688.62
VAN	50222	STEEL CONTAINER SYSTEMS INC	-	5,670.68	-	19,960.88	-	25,631.56
VAN	50226	CANADIAN FREIGHTWAYS	-	-	574.73	-	-	574.73
VAN	50243	PITNEY BOWES	-	217.76	-	-	-	217.76
VAN	50245	SWS WARNING LIGHTS INC	1,029.01	-	-	-	-	1,029.01
VAN	50260	ACE COURIER SERVICES	22.70	80.07	-	-	-	102.77
VAN	50294	SS LASER TECH (BBY) LTD	-	-	-	-	191.44	191.44
VAN	50308	A & B SHUTTLE SERVICES LTD.	669.38	969.39	78.75	-	-	1,717.52
VAN	50332	LEAVITT MACHINERY	-	242.43	-	-	-	242.43
VAN	50361	WURTH CANADA LIMITED	42.10	4,410.74	-	-	-	4,452.84
VAN	50413	VAN HINO TRUCK SALES	208.38	-	-	-	-	208.38
VAN	50424	ORKIN CANADA CORPORATION	-	129.15	129.15	258.30	-	516.60
VAN	50447	NEWLINE HOSE & FITTINGS	1,735.94	-	-	-	-	1,735.94
VAN	50460	BRENNAN INDUSTRIES	80.64	-	-	-	-	80.64
VAN	50461	VMAC	9,365.13	-	-	-	-	9,365.13
VAN	50480	EARTHQUAKE INDUSTRIES	-	-	-	-	72.45	72.45
VAN	50481	GOLDEN EARS	7,829.27	8,236.96	-	-	-	16,066.23
VAN	50547	LEVITT-SAFETY LTD.	-	-	-	-	249.38	249.38
VAN	50571	HYTEK MECHANICAL INC	-	1,223.20	-	-	-	1,223.20
VAN	50572	RICOH CANADA INC	-	1,326.31	-	-	-	1,326.31
VAN	50603	QUALITY FIRST BUILDING MAINT.	304.50	304.50	304.50	-	-	913.50



Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
VAN	50614	TEAM TUBE	-	-	2,037.00	-	-	2,037.00
VAN	50622	CARIBOU ROAD SERVICES	-	-	278.59	-	-	278.59
VAN	50623	CATALYS LUBRICANTS	2,419.68	-	-	-	-	2,419.68
VAN	50672	CITY OF PORT COQUITLAM	13,324.00	-	-	-	-	13,324.00
VAN	50679	REDWOOD PLASTICS & RUBBER CORP	-	955.50	-	-	-	955.50
VAN	50680	WORK TRUCK WEST	-	-	3,801.00	-	-	3,801.00
VAN	50682	DURABODY INDUSTRIES LIMITED	-	-	-	-	36.75	36.75
VAN	50692	SPI LOGISTICS	-	-	-	802.08	-	802.08
VAN	50693	TEAM EAGLE LTD.	-	-	287,595.00	-	-	287,595.00
VAN	50698	THE GEAR CENTRE	18,096.45	9,847.29	1,312.27	-	-	29,256.01
VAN	50700	TEXTRAIL TRAILER PARTS	84.68	-	-	-	-	84.68
VAN	50702	DINERS CLUB INTERNATIONAL	1,175.96	-	-	-	-	1,175.96
VAN	50704	VILLAGE OF CUMBERLAND	-	(89.42)	596.87	-	-	507.45
VAN	50705	CHAMPION COMMERCIAL PROD.INC.	-	-	-	853.48	-	853.48
ALB	7122	NRC INDUSTRIES INC.	32,669.81	472.50	31,015.69	-	-	64,158.00
ALB	7123	NRC INDUSTRIES INC.	642.08	102,648.52	11,114.51	-	-	114,405.11
ALB	7124	ARCTIC SNOWPLOWS	2,215.33	15,695.66	7,045.56	-	-	24,956.55
ALB	8049	AEBI SCHMIDT INTERNATIONAL AG	-	-	-	2,054.05	(1,454.90)	599.15
ALB	8050	AUTO CRANE CO.(CAL)	-	(1,911.92)	-	80.53	6,719.24	4,887.85
ALB	8064	ZONE DEFENSE INC	-	-	-	-	111.65	111.65
ALB	9013	NORTH AMERICAN SIGNAL COMPANY	1,753.50	-	4,112.58	-	-	5,866.08
ALB	9019	BUYERS PRODUCT CO	-	6,294.17	2,593.69	-	-	8,887.86
ALB	9036	MILLER ELECTRIC MFG CO	136.07	804.24	-	-	-	940.31
ALB	9039	AGILITY LOGISTICS CO	-	8,130.00	-	-	-	8,130.00
ALB	9050	AUTO CRANE CO.	3,410.10	-	463.50	6,266.72	760,294.55	770,434.87
ALB	9056	EFFER S.p.a	1,133.24	2,891.74	98,422.87	5,645.33	144,656.40	252,749.58
ALB	9057	SNOWWAY INTERNATIONAL CO	-	8,826.31	-	-	(4,956.32)	3,869.99
ALB	9076	SWAPLOADER USA LTD.	-	428.55	156.43	-	-	584.98
ALB	9079	PULLTARPS MFG	-	173.16	1,803.42	-	-	1,976.58
ALB	9084	RAMSEY WINCH CO	-	-	336.03	-	-	336.03
ALB	9088	ONSPOT OF NORTH AMERICA	-	1,606.60	-	-	-	1,606.60
ALB	9119	TOMMY GATE COMPANY	3,562.24	-	-	-	-	3,562.24
ALB	9132	SWENSON SPREADER	-	1,451.60	93,164.84	4,106.25	354,373.32	453,096.01
ALB	9243	BLAYLOCK INDUSTRIES INC.	-	-	359.60	-	-	359.60
ALB	9247	NEXT HYDRAULICS	-	-	-	198,285.00	-	198,285.00
ALB	9249	TG INDUSTRIES LTD	-	80.75	505.30	-	-	586.05
ALB	9250	VAN AIR MANUFACTURING	2,629.40	-	-	-	-	2,629.40
ALB	9258	CERTIFIED CIRUS	-	-	963.19	-	-	963.19
ALB	101011	ADVANCE ENG PRODUCTS LTD	-	323.81	-	-	-	323.81
ALB	101034	AZTEC MACHINE WORKS LTD	787.50	-	-	-	-	787.50
ALB	101056	ADVANCED COATINGS	3,446.28	8,429.86	-	-	-	11,876.14
ALB	101083	ALSCO LINEN AND UNIFORM RENTAL	130.57	-	-	-	-	130.57
ALB	101098	AUTO LIQUIDATORS CALGARY LIMIT	-	-	-	-	2,677.50	2,677.50
ALB	101100	ACE MANUFACTURING INC.	-	2,045.87	-	-	-	2,045.87
ALB	101199	CAMPUS ENERGY	3,887.13	-	-	-	-	3,887.13
ALB	101200	CAMPUS ENERGY	760.47	677.30	-	-	-	1,437.77
ALB	102001	B & E IND ELECTRONICS LTD	-	42.98	-	-	-	42.98
ALB	102009	WASTE CONNECTIONS OF CANADA IN	750.50	-	-	-	-	750.50
ALB	102014	BOLT SUPPLY HOUSE LTD	-	12.83	-	-	-	12.83
ALB	102016	BOSS LUBRICANTS	4,386.31	-	-	-	-	4,386.31
ALB	102027	BOSCH REXROTH CANADA CORP.	-	48,725.17	-	-	-	48,725.17
ALB	102038	BEAU-ROC	-	-	-	1,025.62	69,039.25	70,064.87
ALB	103003	CALGARY FASTENERS & TOOLS LTD	2,363.74	1,929.91	-	-	-	4,293.65
ALB	103028	CITY WIDE TOWING & RECOVER LTD	-	290.51	-	-	-	290.51
ALB	103041	CONTINENTAL WIRE CLOTH	-	520.91	-	-	-	520.91
ALB	103076	CAR-TISTIC CREATIONS	-	-	1,386.00	598.50	357.00	2,341.50
ALB	103087	CHARIOT EXPRESS	623.70	548.10	-	-	-	1,171.80
ALB	103089	CENTRAL AIR EQUIPMENT LTD.	243.23	-	-	-	-	243.23
ALB	103097	CARGO BED INTERNATIONAL INC	1,453.20	-	-	-	-	1,453.20
ALB	103102	CASCADIA METAL LTD.	-	1,626.19	1,486.80	-	-	3,112.99
ALB	103175	CRESTVIEW ELECTRIC LTD	798.05	-	-	-	-	798.05
ALB	103182	CANYON RIGGING INC.	-	131.25	-	-	-	131.25
ALB	103190	CASCADE CAPITAL MACHINE SALES	-	378.00	-	-	-	378.00
ALB	103195	CALGARY BINZ INC	-	401.31	-	-	-	401.31
ALB	103199	CALGARY POLICE SERVICE	-	-	-	-	20.00	20.00
ALB	103241	CITY OF REG	-	-	-	-	6,660.00	6,660.00
ALB	104004	DAVIDSON ENMAN LUMBER LTD.	-	5,590.70	-	-	-	5,590.70
ALB	104042	CONQR INDUSTRIES INC	-	-	-	5,049.45	6,197.10	11,246.55
ALB	104054	DRIVELINE SPECIALTIES INC	-	2,167.78	-	-	-	2,167.78
ALB	104084	DRIVE STAR SHUTTLE SYSTEMS LTD	656.25	2,089.68	-	-	236.25	2,982.18
ALB	104091	DURABODY INDUSTRIES LIMITED	-	-	31,131.45	-	-	31,131.45
ALB	105002	CAN WEST LEGACY INC	847.08	278.22	-	-	-	1,125.30
ALB	105013	EVEREST EQUIPMENT CO	1,267.03	4,918.83	12,814.20	44,977.80	178.06	64,155.92
ALB	105018	EXPERTEC INNOVATIVE COMM VECH	-	-	-	-	21,162.18	21,162.18
ALB	106003	F & G SPECIALTY CHEMICALS LTD.	-	-	177.19	-	-	177.19
ALB	106005	FAUCHER INDUSTRIES INC.	6,214.28	10,416.42	-	-	-	16,630.70
ALB	106012	FORT GARRY INDUSTRIES LTD	125.95	203.91	-	-	-	329.86
ALB	106022	FAIRWAY TRANSPORTATION	1,680.00	-	-	-	-	1,680.00
ALB	107012	GREGG DISTRIBUTORS (CALG) LTD	3,497.38	9,946.96	6,520.34	58.20	80.68	20,103.56
ALB	107043	GIN-COR INDUSTRIES INC.	-	-	-	-	599.03	599.03
ALB	107083	GROENVELD TRANSPORT EFFICIENCY	-	-	12,536.82	-	-	12,536.82
ALB	108014	HI-WAY 9 EXPRESS LTD.	35.15	54.02	-	-	-	89.17
ALB	108064	HERCULES FORWARDING INC	-	1,009.49	-	-	-	1,009.49
ALB	109015	INTERIOR OFFROAD EQUIPMENT LTD	-	-	-	-	2,323.67	2,323.67
ALB	109081	INDUSTRIAL POWER TOOL MAINTEN	-	697.07	-	-	-	697.07
ALB	111002	KINDERSLEY TRANSPORT LTD	-	4,034.57	-	-	-	4,034.57

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	111004	KRISTIAN ELECTRIC LTD	-	-	215.25	-	-	215.25
ALB	111006	KUEHNE & NAGEL	-	15,500.00	-	-	-	15,500.00
ALB	111009	JUDY'S CARPET & CLEANING SERV.	1,230.37	1,180.52	-	-	-	2,410.89
ALB	111087	KT EXCAVATING LTD.	-	-	-	-	189.00	189.00
ALB	112121	LGM HARDWARE LTD	-	425.64	1,650.59	-	-	2,076.23
ALB	113009	MANUFACTURERS HEALTH & SAFETY	466.20	-	-	-	-	466.20
ALB	113025	MERX AT CEBRA INC.	-	-	-	-	96.59	96.59
ALB	113086	MICHEL'S INDUSTRIES LTD	3,098.55	186.32	-	-	-	3,284.87
ALB	114004	REVOLUTION ENVIRONMENTAL SOLUT	-	1,762.90	-	-	-	1,762.90
ALB	114010	NORCAN FLUID POWER	944.97	-	-	-	-	944.97
ALB	114037	NOR-MAR INDUSTRIES	-	539.49	-	-	-	539.49
ALB	114050	NEW LINE HOSE & FITTINGS	-	-	1,888.95	-	-	1,888.95
ALB	114132	NORAMCO A DIV OF NSC	-	-	1,783.79	-	-	1,783.79
ALB	115011	OXYGEN PRODUCTS CALGARY LTD.	-	31.50	-	-	346.50	378.00
ALB	115013	OE LOGISTICS	391.42	820.43	-	-	-	1,211.85
ALB	116019	PUROLATOR INC	239.67	765.61	-	-	-	1,005.28
ALB	116025	PRAXAIR DISTRIBUTION	-	665.44	1,155.78	-	-	1,821.22
ALB	118049	RYAN'S COFFEE SERVICES LTD.	-	-	-	-	149.00	149.00
ALB	118052	RYERSON CANADA INC.	4,281.90	10,431.18	-	-	-	14,713.08
ALB	118054	RODA DEACO VALVE LTD.	-	-	-	-	2,080.00	2,080.00
ALB	119022	SPROUSE FIRE & SAFETY 1986	-	211.21	-	-	-	211.21
ALB	119024	STANDEN'S LTD	2,242.48	-	-	-	-	2,242.48
ALB	119025	SWS WARNING SYSTEMS INC.	25,783.68	152.62	-	-	-	25,936.30
ALB	119029	SUPERIOR PROPANE INC	98.23	100.46	-	-	-	198.69
ALB	119039	SUPREME BASICS	178.40	-	-	-	398.78	577.18
ALB	119049	STRONGCO C.M.E.	-	-	-	-	2,285.10	2,285.10
ALB	119060	STAMCO SPECIALTY TOOL & MFG	956.81	-	-	-	-	956.81
ALB	119100	SPARTA ENGINEERING	-	388.50	1,296.75	-	-	1,685.25
ALB	120004	THERMO KING WESTERN	-	2,370.58	-	-	-	2,370.58
ALB	120032	THE GEAR CENTRE	-	-	1,294.89	-	-	1,294.89
ALB	120036	TRIPLE C RUBBER AND PLASTIC	6,579.88	-	-	-	-	6,579.88
ALB	120038	THERMEX ENGINEERED SYSTEMS INC	-	3,916.46	-	-	-	3,916.46
ALB	120165	3 FAB METAL MANUFACTURING LTD	2,257.50	-	-	-	-	2,257.50
ALB	120199	TYCO INTEGRATED SECURITY	-	824.25	-	-	-	824.25
ALB	121001	UNITED PARCEL SERVICE	286.45	27.27	-	-	-	313.72
ALB	122003	VMAC	702.69	4,517.58	-	-	-	5,220.27
ALB	122083	VALTERRA POWER CA, LTD	-	-	1,308.02	-	-	1,308.02
ALB	123027	WALECTRIC INDUSTRIES INC.	-	504.40	-	-	-	504.40
ALB	123031	WALTCO LIFT INC.	5,222.59	7,793.94	-	-	-	13,016.53
ALB	123035	WJAX INDUSTRIAL COMPONENTS LP	-	215.21	-	-	-	215.21
ALB	123038	WURTH CANADA LIMITED	4,367.30	2,839.38	-	-	-	7,206.68
ALB	124002	XS HYDRAULICS	-	52.50	-	-	-	52.50
ALB	201014	A R W TRUCK EQUIPMENT LTD.	44.13	-	-	-	-	44.13
ALB	201022	AIRTEK SYSTEMS	646.59	-	-	-	-	646.59
ALB	201065	ANDIAMO ELECTRIC LTD.	-	-	532.98	-	-	532.98
ALB	202007	BOSCH HYDRAULIC CONNECTIONS	9.74	-	-	-	-	9.74
ALB	202014	BOSCH REXROTH CANADA CORP.	-	35,087.92	-	-	-	35,087.92
ALB	202018	BOON-TEK INDUSTRIES LTD	-	-	1,758.75	-	-	1,758.75
ALB	202019	BOSS LUBRICANTS	3,295.69	-	-	-	-	3,295.69
ALB	202021	BI-METAL INDUSTRIAL PRODUCTS	154.22	-	-	-	-	154.22
ALB	203001	CANADIAN FREIGHTWAYS LTD	-	92.87	-	-	-	92.87
ALB	203002	CANADIAN LINEN SUPPLY	392.13	318.18	-	-	-	710.31
ALB	203029	CONTROL FLOW HYDRAULICS LTD	-	846.68	-	-	-	846.68
ALB	203052	CUSTOM TRUCK PARTS	-	852.39	-	-	-	852.39
ALB	203057	CANADIAN TOWING EQUIPMENT	-	-	950.48	-	-	950.48
ALB	203063	CANADIAN ENERGY	251.98	1,586.30	-	-	-	1,838.28
ALB	203064	VALTERRA POWER	-	839.59	-	-	-	839.59
ALB	203075	CAMPUS ENERGY PARTNERS LP	1,965.81	-	-	-	-	1,965.81
ALB	203077	CRANESMART SYSTEMS	-	1,572.18	-	-	-	1,572.18
ALB	204004	DRIVE PRODUCTS INC	3,317.90	754.09	-	-	-	4,071.99
ALB	204010	D M EXPRESS	455.70	-	-	-	-	455.70
ALB	204034	DIESEL TECH INDUSTRIES LTD.	1,783.95	1,732.50	-	-	-	3,516.45
ALB	204042	CONQUR INDUSTRIES INC	-	-	-	32,052.30	-	32,052.30
ALB	204077	DHOLLANDIA LIFTGATES	-	13,078.89	-	-	-	13,078.89
ALB	205005	EPCOR	399.40	-	-	-	-	399.40
ALB	205017	EMPIRE HYDRAULICS & CHROME	-	-	347.29	-	-	347.29
ALB	205019	EVEREST EQUIPMENT CO	-	9,592.89	1,296.85	-	-	10,889.74
ALB	206008	FLUIDSEAL (AB) INC	-	108.16	-	-	-	108.16
ALB	206017	FAIRWAY TRANSPORTATION	3,017.50	-	-	-	-	3,017.50
ALB	207003	GENERAL BODY & EQUIPMENT LTD	125.67	-	-	-	-	125.67
ALB	207009	GREGG DISTRIBUTORS CO LTD	5,310.85	5,883.74	3,553.09	-	-	14,747.68
ALB	207012	GIN-COR INDUSTRIES INC.	(0.00)	-	-	1,674.08	-	1,674.08
ALB	207016	GENERAL BODY & EQUIPMENT LTD	-	237.48	-	-	-	237.48
ALB	207020	GLOBAL HYDRAULIC SOLUTIONS	1,108.05	1,420.04	-	-	-	2,528.09
ALB	208018	HERCULES SLR INC	-	67.73	-	-	-	67.73
ALB	210009	JAN-PRO CLEANING SYSTEMS	782.25	782.25	-	-	-	1,564.50
ALB	210010	JETCO HEAVY DUTY LIGHTING	152.15	100.84	-	-	-	252.99
ALB	211004	KOVA ENGINEERING LTD	-	463.58	-	-	-	463.58
ALB	212003	LGM HARDWARE LTD.	53.16	104.06	-	-	-	157.22
ALB	213006	MEGA-TECH	-	-	1,577.21	-	-	1,577.21
ALB	213015	MIKLYN MOBILE SERVICE INC	-	369.28	-	-	-	369.28
ALB	213026	MRO INDUSTRIAL SUPPLY	266.99	37.54	-	-	-	304.53
ALB	213037	MICHEL'S INDUSTRIES LTD	325.28	-	-	-	-	325.28
ALB	213039	MIDWEST FABRICATORS LTD	99.75	1,023.75	-	-	-	1,123.50
ALB	213041	MUTUAL PROPANE	72.45	72.45	-	-	-	144.90
ALB	214003	NISKU DISPATCH LTD	15.75	-	-	-	-	15.75

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
ALB	214010	NORDIC MECHANICAL SERVICES LTD	-	1,346.64	-	-	-	1,346.64
ALB	214012	NOR-MAR INDUSTRIES LTD.	10,308.96	9,817.37	-	-	-	20,126.33
ALB	215003	O'HARE SIGN CO.LTD.	-	-	36.75	-	-	36.75
ALB	216012	PITNEY BOWES LEASING	26.40	-	-	-	-	26.40
ALB	216024	POLAR MOBILITY RESEARCH LTD	64.84	-	-	-	-	64.84
ALB	216025	PRAXAIR CANADA INC. C9955	-	-	-	-	43.39	43.39
ALB	216026	PITNEYWORKS	24.24	-	-	-	-	24.24
ALB	218005	REID ELECTRIC & EQUIPMENT	11,478.16	-	-	-	-	11,478.16
ALB	218008	RUSSEL METALS INC	3,228.24	749.91	-	-	-	3,978.15
ALB	218037	RNR PORTABLE MACHINE & WELDING	315.00	1,008.00	-	-	-	1,323.00
ALB	219000	SNAP-ON TOOLS	-	809.92	-	-	-	809.92
ALB	219050	STONY INSPECTION SERVICES INC	1,485.75	525.00	-	-	-	2,010.75
ALB	220004	THE COFFEE CONNECTION	141.59	-	-	-	-	141.59
ALB	220007	THERMO KING WESTERN INC.	783.87	664.80	-	-	-	1,448.67
ALB	220009	TRACTION #561	125.87	-	-	-	-	125.87
ALB	220021	TRUCK ZONE	174.05	-	-	-	-	174.05
ALB	220033	THE GEAR CENTRE	8,515.76	1,110.19	-	-	-	9,625.95
ALB	221001	UPS CANADA	712.97	-	-	-	-	712.97
ALB	221011	UNI-SELECT CANADA STORES INC.	176.91	9.19	-	-	-	186.10
ALB	222002	VMAC	1,076.81	1,182.04	-	-	-	2,258.85
ALB	222007	VAN HOUTTE COFFEE SERVICES	240.57	-	-	-	-	240.57
ALB	223011	WALECTRIC INDUSTRIES INC.	754.11	-	-	-	-	754.11
ALB	223013	WALTCO LIFT INC.	825.43	-	-	-	-	825.43
ALB	223017	WESTERN TRUCK BODY MFG. LTD.	-	327.92	-	-	-	327.92
ALB	223026	WURTH CANADA LIMITED	1,931.31	1,333.55	780.76	-	-	4,045.62
ALB	223027	WELDPRO LIMITED	-	85.46	96.60	-	-	182.06
ALB	223029	WAJAX INDUSTRIAL COMPONENTS LP	-	-	-	-	335.39	335.39
REG	1000	NEXT HYDRAULICS, sri	-	-	-	-	2,102.50	2,102.50
REG	1001	EFFER S.p.a	-	-	-	813.52	-	813.52
REG	5601	RUGBY MANUFACTURING CO.	-	-	236.93	-	119.37	356.30
REG	5602	AUTO CRANE CO.	-	-	-	804.75	-	804.75
REG	5603	SWENSON SPREADER CO.	-	-	-	6,989.11	-	6,989.11
REG	5614	METARIS INC.-HYDRAULICS	-	-	-	-	1,531.56	1,531.56
REG	5623	JLG INDUSTRIES INC.(JERR-DAN)	-	-	-	-	251.63	251.63
REG	5652	MASTERACK, LLC	-	-	-	-	2,277.66	2,277.66
REG	60004	WHITING DOOR MANUFACTURING LTD	-	-	45.85	207.87	1,289.70	1,543.42
REG	60006	THE BOLT SUPPLY HOUSE LTD	-	-	-	-	3.96	3.96
REG	60017	METARIS INC	-	-	-	-	1,210.50	1,210.50
REG	60021	MAILHOT INDUSTRIES ALTA	-	-	-	-	2,293.20	2,293.20
REG	60023	DAY & ROSS INC	-	-	-	445.07	-	445.07
REG	60037	AUTOMOTIVE & IND. SUPPLIES INC	-	-	178.36	-	-	178.36
REG	60039	APPLIED INDUSTRIAL TECHNOLOGIE	-	-	-	489.34	-	489.34
REG	60040	BOSS LUBRICANTS	-	-	-	-	2,710.06	2,710.06
REG	60043	CANADIAN LINEN SUPPLY	-	-	906.53	703.91	153.48	1,763.92
REG	60044	CAPITAL FORD LINCOLN( SK)	-	2,620.76	-	-	172.28	2,793.04
REG	60047	CLOVERDALE PAINT INC	-	-	-	374.55	936.26	1,310.81
REG	60050	COOPER TOOLS & EQPT. WAREHOUSE	-	-	-	-	129.31	129.31
REG	60054	FORT GARRY (REG) INDUSTRIES	-	-	-	897.22	75.39	972.61
REG	60059	HYDRATEC HYDRAULICS	-	-	-	-	21.00	21.00
REG	60063	LORAAS' DISPOSAL SOUTH LTD	496.46	250.52	250.87	252.93	-	1,250.78
REG	60064	MAXIM TRUCK & TRAILER	-	-	-	-	26.78	26.78
REG	60066	NATIONAL BATTERIES ALTERNATORS	-	-	-	-	10.50	10.50
REG	60067	PROVINCIAL HYDRAULICS	-	-	121.99	73.59	118.62	314.20
REG	60069	REG FASTENERS & TOOLS LTD	-	-	-	532.14	-	532.14
REG	60072	SASKATCHEWAN POWER CORP.	3,089.33	-	-	-	-	3,089.33
REG	60082	SUPREME OFFICE PRODUCTS	-	-	110.98	-	-	110.98
REG	60084	TRACTION HEAVY DUTY PARTS	-	-	-	27.44	-	27.44
REG	60089	PUROLATOR INC.,	-	-	393.12	-	-	393.12
REG	60091	ACE MANUFACTURING INC.	-	-	3,985.86	574.35	-	4,560.21
REG	60093	KINDERSLEY TRANSPORT LTD.	-	280.80	-	-	-	280.80
REG	60094	KOVA ENGINEERING SASK LTD	-	-	-	-	386.40	386.40
REG	60096	PRAXAIR DISTRIBUTION	-	-	267.00	259.72	412.12	938.84
REG	60098	MICHEL'S INDUSTRIES LTD.	-	-	72.14	-	674.50	746.64
REG	60110	ALLWYNN STEEL	-	-	-	412.29	475.34	887.63
REG	60114	YRC	-	-	-	1,259.73	1,259.73	2,519.46
REG	60119	NORDSTRONG EQUIPMENT LTD.	-	-	-	315.00	-	315.00
REG	60130	ERIKS INDUSTRIAL SERVICES LP	-	-	-	-	56.49	56.49
REG	60133	AIR TECH PRODUCTS	-	-	40.15	109.73	(91.69)	58.19
REG	60135	TS&M SUPPLY	-	-	-	-	9.86	9.86
REG	60138	VELVAC INC.	-	-	-	-	232.76	232.76
REG	60139	WAJAX INDUSTRIES	-	-	-	-	73.60	73.60
REG	60143	SAF-HOLLAND CANADA LTD	-	844.33	-	-	-	844.33
REG	60152	WIL-TECH	-	-	613.17	6.21	428.03	1,047.41
REG	60154	WAJAX POWER SYSTEMS	-	-	-	179.29	561.42	740.71
REG	60166	THE TRUCK OUTFITTERS	-	-	252.00	-	36.75	288.75
REG	60170	CMS METAL PRODUCTS	-	-	-	-	128.50	128.50
REG	60185	FAIRWAY TRANSPORTATION SERVICE	1,995.00	1,995.00	-	-	-	3,990.00
REG	60213	ACCELERATED CONNECTIONS INC	-	-	-	8.72	20.15	28.87
REG	60218	GREGG DISTRIBUTORS CO LTD	-	-	-	38.01	275.90	313.91
REG	60224	CAPITAL FIRE PROTECTION	-	-	-	-	350.76	350.76
REG	61441	JAY'S TRANSPORTATION GROUP LTD	-	-	-	171.64	-	171.64
REG	61463	DRIVE PRODUCTS (CALGARY)	-	-	9,087.23	-	-	9,087.23
REG	61464	SPRING SERVICE LTD	-	-	96.01	-	759.97	855.98
REG	61467	MAINLINE FLEET SERVICE	-	-	236.87	-	-	236.87
REG	61473	AUTO ELECTRIC SERVICE	-	-	-	126.25	106.51	232.76
REG	61497	KEMSOL PRODUCTS LTD	-	-	-	56.99	-	56.99

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
REG	61498	AIR LIQUIDE CANADA INC	-	-	-	-	62.43	62.43
REG	61512	3-D Delivery Ltd	-	-	-	-	12.92	12.92
REG	61515	RICOH CANADA INC.	-	-	-	-	1,175.32	1,175.32
REG	61542	CURTIS ADDISON	-	-	-	-	392.88	392.88
REG	61561	ALTEC INDUSTRIES LTD	-	-	-	-	609.75	609.75
REG	61588	THE GEAR CENTER	-	-	-	-	2,321.39	2,321.39
REG	61599	ABLE COURIER	-	-	75.60	176.41	502.96	754.97
REG	61615	SECURITY BUILDING SUPPLIES	-	-	-	39.43	12.10	51.53
REG	61630	SASKBATTERY	-	-	102.28	-	207.90	310.18
REG	61684	NIMBUS WATER	-	-	-	40.98	10.00	50.98
REG	61688	JAGR INDUSTRIAL ELECTRONICS	-	-	-	-	79.70	79.70
REG	61693	KONE CRANES LIFTING BUSINESS	-	-	-	2,186.70	-	2,186.70
REG	61734	AARON PARASZCZYEC	-	-	-	-	252.39	252.39
REG	61742	REG METAL WORKS	-	-	-	-	134.66	134.66
REG	61750	RCAP LEASING	-	196.78	590.34	393.56	-	1,180.68
REG	61774	PARKER HANNIFIN T9639U	-	-	-	2,573.32	-	2,573.32
REG	61775	ALLISTON TRUCK EQUIPMENT	-	-	-	-	232.30	232.30
REG	61777	REMA TIP TOP AGENCY LTD	-	-	-	740.57	-	740.57
REG	61781	OMNITRANS INC.	-	-	146.09	-	-	146.09
NWMRKT	5000	BUYERS PRODUCT CO	-	1,750.54	4,724.53	3,787.95	30.00	10,293.02
NWMRKT	5019	ROLL RITE LLC	-	-	1,423.13	-	-	1,423.13
NWMRKT	5023	SWAPLOADER USA LTD	-	-	-	1,145.54	31,198.50	32,344.04
NWMRKT	5067	VANAIR MANUFACTURING	-	-	-	-	77,034.13	77,034.13
NWMRKT	5130	OMNITRANS INC.	-	-	-	-	531.26	531.26
NWMRKT	10018	APOGEE STEEL FABRICATION INC.	-	-	9,785.80	-	-	9,785.80
NWMRKT	10023	ATLAS POLAR COMPANY LTD.	-	-	1,085.70	-	-	1,085.70
NWMRKT	10029	BDI CANADA INC.	-	-	-	-	3,765.16	3,765.16
NWMRKT	10046	CAMFIL FARR INC.	-	-	195.04	1,765.82	-	1,960.86
NWMRKT	10053	CAPS'N PLUGS	-	-	360.70	360.70	-	721.40
NWMRKT	10062	CDW CANADA INC.SEE 311 NSC	-	180.80	-	-	-	180.80
NWMRKT	10075	CRAWFORD METAL CORP.	-	-	3,037.44	4,303.04	5,136.80	12,477.28
NWMRKT	10090	DGI SUPPLY	-	-	1,135.22	-	3,236.09	4,371.31
NWMRKT	10092	THE FLUID POWER HOUSE INC.	-	-	731.56	-	-	731.56
NWMRKT	10106	DRIVETEC MANUFACTURING INC.	-	5,197.75	2,594.48	-	9,473.62	17,265.85
NWMRKT	10110	ELECTRO SONIC INC.	-	-	1,494.99	-	-	1,494.99
NWMRKT	10116	FAUCHER INDUSTRIES INC.	-	-	-	4,812.44	-	4,812.44
NWMRKT	10136	GIN-COR INDUSTRIES INC.	-	-	-	43,185.38	45,764.49	88,949.87
NWMRKT	10139	GROTE INDUSTRIES CO.	-	8,373.31	4,939.24	5,004.78	-	18,317.33
NWMRKT	10160	HOSEPOWER CANADA	-	560.08	2,816.80	1,370.47	74.58	4,821.93
NWMRKT	10164	J & K DIE CASTING LTD.	-	-	6,965.66	25,863.70	33,990.43	66,819.79
NWMRKT	10168	KINEDYNE CANADA LTD	-	1,183.08	-	-	-	1,183.08
NWMRKT	10188	MISTER MECHANIC	-	-	1,237.35	1,576.35	3,385.08	6,198.78
NWMRKT	10204	NEWCOMB SPRING OF CANADA LTD.	-	-	2,841.95	2,433.46	2,580.01	7,855.42
NWMRKT	10217	BOCK NORTH AMERICA LTD.	-	170.00	-	-	-	170.00
NWMRKT	10222	PPG CANADA INC.	-	11,520.70	12,311.75	11,206.29	25,693.66	60,732.40
NWMRKT	10223	PRAXAIR DISTRIBUTION	-	8,971.66	5,073.29	6,368.87	8,104.77	28,518.59
NWMRKT	10237	RUSSEL METALS INC.	-	-	671.22	43,237.95	15,541.60	59,450.77
NWMRKT	10253	SIMBA POWDER COATING	-	-	-	7,345.79	-	7,345.79
NWMRKT	10254	SLING-CHOKER MFG. (HAMILTON)	-	328.83	-	-	-	328.83
NWMRKT	10263	SWS WARNING LIGHTS INC.	-	1,314.74	-	685.84	1,402.58	3,403.16
NWMRKT	10265	STANLEY MANUFACTURING INC.	-	-	1,562.57	-	-	1,562.57
NWMRKT	10271	SWISSWAY MACHINING LIMITED	-	20,765.34	49,961.05	11,765.67	5,593.44	88,085.50
NWMRKT	10275	TECHSPAN INDUSTRIES INC	-	-	17,216.09	-	-	17,216.09
NWMRKT	10285	UPS CANADA	-	169.58	130.31	19.68	-	319.57
NWMRKT	10286	PK WELDING & FABRICATORS INC.	-	-	-	-	12,430.00	12,430.00
NWMRKT	10289	WALTCO LIFT INC.	-	268.67	-	-	-	268.67
NWMRKT	10296	VANGUARD STEEL LTD.	-	1,169.55	-	-	-	1,169.55
NWMRKT	10299	VERSA FITTINGS INC.	-	-	-	404.54	-	404.54
NWMRKT	10300	VIC SAFETY INC.	-	237.30	6,091.26	5,674.80	-	12,003.36
NWMRKT	10305	WESTERN TARPAULIN & CO.	-	-	3,168.09	2,763.02	-	5,931.11
NWMRKT	10307	WES-GARDE COMPONENTS GROUP INC	-	-	1,501.35	-	-	1,501.35
NWMRKT	10339	LIGHTNING EQUIPMENT SALES INC	-	-	-	2,412.55	-	2,412.55
NWMRKT	10411	BEAU-ROC	-	13,600.75	-	1,200.03	-	14,800.78
NWMRKT	10434	EARLE M. JORGENSEN INC.	-	-	1,237.35	7,941.36	-	9,178.71
NWMRKT	10488	SWISS-O-MATIC	-	-	-	20,005.87	-	20,005.87
NWMRKT	10489	NORDSTRONG EQUIPMENT LTD.	-	3,007.16	2,311.92	3,827.20	2,393.79	11,540.07
NWMRKT	10491	PUROLATOR INC.	-	1,077.26	362.70	123.51	-	1,563.47
NWMRKT	10516	LANDSCAPE ONTARIO	-	-	-	765.01	-	765.01
NWMRKT	10548	CINTAS CANADA LIMITED	-	2,528.22	2,863.41	4,226.33	-	9,617.96
NWMRKT	10676	LASER AGE	-	-	-	-	6,991.54	6,991.54
NWMRKT	10677	PRIMUS CANADA	-	-	-	-	11.24	11.24
NWMRKT	10721	MICHAEL NIMCHUK	-	-	-	-	240.28	240.28
NWMRKT	10750	PRECISION WASTE SYSTEMS LTD	-	-	7,404.89	-	-	7,404.89
NWMRKT	10800	CREEKSIDE INSTALLATIONS LTD.	-	4,365.19	-	-	-	4,365.19
NWMRKT	10866	D&D ENGINEERED PRODUCTS INC.	-	-	878.01	763.32	-	1,641.33
NWMRKT	10880	ICONIC ELEMENTS INC.	-	1,949.25	-	6,361.90	-	8,311.15
NWMRKT	10933	MDS POWER INC.	-	-	420.00	-	-	420.00
NWMRKT	10964	HYDROLICO INTERNATIONAL INC.	-	247.28	741.83	247.28	-	1,236.39
NWMRKT	11035	BRAVE TRANSPORT INC.	-	1,654.30	5,292.26	6,157.50	862.31	13,966.37
NWMRKT	11045	ROY FOSS CHEVROLET BUICK GMC	-	-	-	1,060.12	-	1,060.12
NWMRKT	11059	BRY AIR SYSTEMS INC.	-	-	-	-	8,475.00	8,475.00
NWMRKT	11071	STRADER TECHNOLOGIES	-	8,192.50	-	5,279.93	-	13,472.43
NWMRKT	11118	CHAMPION COMMERCIAL PRODCTS	-	-	883.21	-	-	883.21
NWMRKT	11119	VENTURE CHEM INC	-	2,062.48	5,454.51	-	790.29	8,307.28
NWMRKT	11122	THE GEAR CENTRE	-	2,391.27	3,546.29	-	-	5,937.56
NWMRKT	11169	TREBOR MANUFACTURING	-	-	26,055.60	-	-	26,055.60

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
NWMRKT	11176	OMNITRANS INC.,	-	-	-	-	252.00	252.00
NWMRKT	11177	KWIKSAVE LOGISTICS INC.	-	3,100.83	3,087.94	2,025.64	2,002.13	10,216.54
NWMRKT	11178	BLUE SPRINGS	-	-	-	-	1,084.80	1,084.80
NWMRKT	11181	ZONE DEFENSE INC.	-	-	-	718.68	-	718.68
NWMRKT	11182	FREEWAY LIMITED	-	-	-	2,413.68	-	2,413.68
NWMRKT	11188	KLONDIKE LUBRICANTS CORP	-	-	-	-	3,384.44	3,384.44
NWMRKT	11196	LAIRD TRANSPORTATION & LOGISTS	-	-	2,588.83	-	13,752.11	16,340.94
NWMRKT	11292	MOBILE BUSINESS COMMUNICATION	-	-	-	170.63	-	170.63
NWMRKT	11349	DURABODY INDUSTRIES LIMITED	-	-	39,014.38	14,073.02	329,964.26	383,051.66
NWMRKT	11362	CIMMASTER INC	-	-	2,766.24	-	30,794.20	33,560.44
NWMRKT	11364	HOME DEPOT	-	-	-	-	111.29	111.29
NWMRKT	11368	FASTENAL CANADA	-	2,266.79	3,599.49	15,933.77	11,978.05	33,778.10
NWMRKT	11375	D&L FIRE PROTECTION LIMITED	-	-	3,620.52	2,135.70	-	5,756.22
NWMRKT	11387	MAXON LIFT CANADA, LTD.	-	-	-	6,343.82	-	6,343.82
NWMRKT	11391	INTERNET ACCESS SOLUTIONS LTD.	-	446.16	-	-	-	446.16
NWMRKT	11402	MILLER WASTE SYSTEMS INC.	-	781.65	-	-	-	781.65
NWMRKT	11408	IST SURFACE	-	-	2,144.74	-	-	2,144.74
NWMRKT	11416	GREENWAY PROPERTY SOLUTION INC	-	2,994.50	2,994.50	2,994.50	-	8,983.50
NWMRKT	11421	RONDEX	-	-	688.71	-	-	688.71
NWMRKT	11424	MAHER & CO. METALS	-	224.87	17,025.87	9,024.18	2,722.85	28,997.77
NWMRKT	11437	BOLTS PLUS INC.	-	-	20.32	-	-	20.32
NWMRKT	11464	TST OVERLAND EXPRESS	-	-	292.72	-	-	292.72
NWMRKT	11476	210 HARRY WALKERS HOLDING INC	-	-	82,400.73	112,386.20	24,783.79	219,570.72
NWMRKT	11480	CWB NATIONAL LEASING	-	-	-	1,728.06	3,416.32	5,144.38
NWMRKT	11483	GROUPE CT	-	-	431.62	-	-	431.62
NWMRKT	11485	ALL TRADE RENTALS INC.	-	649.75	649.75	649.75	-	1,949.25
NWMRKT	11497	BRASIER TRUCK SALES & SERVICE	-	-	-	-	120.29	120.29
NWMRKT	11501	HEALTHY WATER SYSTEMS	-	-	852.68	-	-	852.68
NWMRKT	11503	GAMBLE LOCK DOOR & SAFE	-	264.99	-	-	-	264.99
NWMRKT	11506	BARRIE FRAME	-	-	1,064.12	-	-	1,064.12
NWMRKT	11510	GENERAL BODY AND EQUIPMENT	-	-	-	3,230.85	-	3,230.85
NWMRKT	11522	EQUIPMENT FDS	-	-	-	730.59	-	730.59
NWMRKT	11529	DYNACARE	-	-	329.96	-	-	329.96
MTL	5000	BUYERS PRODUCT CO	1,230.80	-	-	-	-	1,230.80
MTL	5002	JLG INDUSTRIES INC.(JERR-DAN)	1,052.59	1,086.57	-	29,246.95	112,560.80	143,946.91
MTL	30086	FAUCHER INDUSTRIES INC.	1,468.90	-	-	-	-	1,468.90
MTL	30170	MICCA PAINT 3695361 CANADA INC	-	243.41	-	-	-	243.41
MTL	30175	METAUX PROFUSION INC.	-	-	1,537.96	-	-	1,537.96
MTL	30181	APDQ - ASSOCIATION DES	632.36	-	-	-	-	632.36
MTL	30192	ENVIRO CONNEXIONS	87.19	-	-	-	-	87.19
MTL	30258	PIECES D'AUTO HYMUS	7.70	-	-	-	-	7.70
MTL	30280	FIBRES JASZTEX INC.	74.73	-	-	-	-	74.73
MTL	30294	PUROLATOR INC.	747.09	-	-	-	-	747.09
MTL	30299	WALCO LIFT INC.	(506.24)	2,236.66	-	-	-	1,730.42
MTL	30303	TFT-ALCO GROUP INC	668.96	-	921.81	-	-	1,590.77
MTL	30306	TECHSPAN INDUSTRIES INC.	76.95	-	-	-	-	76.95
MTL	30327	DURABODY INDUSTRIES LIMITED	-	-	14,208.62	-	-	14,208.62
MTL	30334	PRAXAIR CANADA INC	322.27	-	-	-	-	322.27
MTL	30336	UPS CANADA	-	281.17	-	-	-	281.17
MTL	30362	ISOLATION UNIK INC.	-	977.29	-	-	-	977.29
MTL	30460	COMITE DE GESTION DE LA TAXE	-	-	-	961.15	-	961.15
MTL	30467	HEBDRAULIQUE INC	144.39	-	-	-	-	144.39
MTL	30553	DRIVETEC MANUFACTURING LTD	4,772.46	-	-	-	-	4,772.46
MTL	30614	FASTENAL CANADA LTD.	37.35	-	316.26	-	-	353.61
MTL	30717	ALSCO LINEN & UNIFORM	301.51	86.74	121.30	-	-	509.55
MTL	30773	GROUPE TRANSCOL	-	283.42	-	-	-	283.42
MTL	30785	VALPRO SERVICES D'ENTRETIEN	626.61	-	-	-	-	626.61
MTL	30789	GIN-COR INDUSTRIES INC.	-	-	19,087.52	277.86	36,037.09	55,402.47
MTL	30794	JC TRAILERS DESIGN & FABRICATI	-	-	-	49,917.75	-	49,917.75
MTL	30795	ULINE CANADA CORPORATION	606.49	-	-	-	412.66	1,019.15
MTL	30808	GESTION MILI-CAM INC	201.21	-	-	-	-	201.21
MTL	30865	FIBRENOIRE INC	678.35	-	-	-	-	678.35
MTN	5002	BUYERS PRODUCTS CO	2,664.95	648.22	-	-	-	3,313.17
MTN	5011	CERTIFIED CIRUS CONTROL SYSTEM	-	-	414.36	-	-	414.36
MTN	5014	STAHL	-	-	4,854.35	-	-	4,854.35
MTN	5018	TOMMY GATE COMPANY	-	-	9,571.38	-	-	9,571.38
MTN	5033	WAUSAU EQUIPMENT COMPANY, INC.	-	-	-	2,407.57	-	2,407.57
MTN	5040	NATIONAL LIFTGATE PARTS INC.	-	-	-	568.00	-	568.00
MTN	5050	B/A PRODUCTS CO.	153.98	-	-	-	-	153.98
MTN	5506	JLG INDUSTRIES(JERR-DAN)	-	604.60	48,609.46	1,307.64	-	50,521.70
MTN	30001	CLARKE'S TOWING LTD.	-	230.00	-	-	-	230.00
MTN	30030	CONSOLIDATED FASTFRATE INC	-	361.51	-	-	-	361.51
MTN	30062	THE GEAR CENTRE	-	3.50	-	-	-	3.50
MTN	30077	VELVAC	-	205.97	-	193.60	-	399.57
MTN	30104	STELLAR INDUSTRIAL SALES	-	98.62	3,829.95	-	-	3,928.57
MTN	30115	HERCULES SLR	-	245.51	-	-	-	245.51
MTN	30125	CITY OF MTN	68.30	-	-	-	-	68.30
MTN	30137	DPT COMMUNICATIONS INC.	-	112.70	-	-	-	112.70
MTN	30147	FASTENAL CANADA	2,093.54	-	-	1,779.10	-	3,872.64
MTN	30149	FUNDY BEARINGS INC.	40.37	-	-	-	-	40.37
MTN	30153	GOODFELLOW INC.	-	3,474.56	-	-	-	3,474.56
MTN	30169	LIFTOW LTD	1,542.35	-	-	-	-	1,542.35
MTN	30188	EAST COAST INTERNATIONAL	3.31	-	-	-	-	3.31
MTN	30197	ODYSSEY CLEANING SOLUTINS INC	662.40	817.65	-	-	-	1,480.05
MTN	30209	RUSSELL METALS INC.	3,955.66	2,243.42	-	-	-	6,199.08
MTN	30217	TARP-RITE INC.	3,547.75	179.40	437.69	8,101.18	-	12,266.02

Branch	Supplier #	Supplier Name	1-30 Days Past	31-60 Days Past	61-90 Days Past	91-120 Days Past	121+ Days Past	Net Amount
MTN	30221	UAP INC	969.15	254.98	-	-	-	1,224.13
MTN	30222	TRC Hydraulics Inc.	-	109.25	-	-	-	109.25
MTN	30226	UPS CANADA	28.60	-	-	-	-	28.60
MTN	30228	Universal Truck & Trailer	111.78	205.26	-	-	-	317.04
MTN	30229	VAIL'S FABRIC SERVICES LTD.	510.68	383.01	-	-	-	893.69
MTN	30245	TRC MANUFACTURING	16,827.08	50,499.38	-	-	-	67,326.46
MTN	30277	APRIL SUPER FLO	-	4,459.75	2,426.50	-	-	6,886.25
MTN	30286	A-PLUS DRIVE SHAFT INC.	-	-	-	2,553.00	468.95	3,021.95
MTN	30287	BEAU-ROC	11,360.26	-	-	-	-	11,360.26
MTN	30300	GROTE INDUSTRIES CO.	747.50	-	-	-	-	747.50
MTN	30326	WALTCO LIFT INC.	2,782.26	6,615.91	-	-	-	9,398.17
MTN	30334	BUCHER HYDRAULICS CORP	751.76	-	-	-	-	751.76
MTN	30347	HYDRAULEX	-	2,355.09	-	23,900.46	-	26,255.55
MTN	30366	EVEREST EQUIPMENT CO	2,483.58	34,233.20	59,504.38	53,150.77	1,992.15	151,364.08
MTN	30370	MESSER CANADA INC	2,171.89	1,088.77	-	-	-	3,260.66
MTN	30377	NORCAN ALUMINUM INC	595.63	1,594.66	-	-	-	2,190.29
MTN	30382	CAMROSE SAND & GRAVEL LTD	-	-	-	-	226.00	226.00
MTN	30402	MARITIME INDUSTRIAL RUBBER	10,982.50	10,200.66	-	-	-	21,183.16
MTN	30411	TECHSPAN INDUSTRIES INC.	-	109.54	-	-	-	109.54
MTN	30412	VOLTFLEX INNOVATIONS INC	1,293.75	-	-	-	-	1,293.75
MTN	30416	PUROLATOR INC	49.77	-	-	-	-	49.77
MTN	30419	LIBERTY UTILITIES	363.18	-	-	-	-	363.18
MTN	30420	DISTRIBUTION 83 PPM INC.	-	35.00	-	-	-	35.00
MTN	30422	SHERWIN-WILLIAMS AUTOMOTIVE	5,907.84	6,433.88	-	-	-	12,341.72
MTN	30423	MIDLAND COURIER	-	411.01	-	-	-	411.01
MTN	30425	MYLES MUMFORD	6,580.52	-	-	-	-	6,580.52
MTN	30434	DESIJARDINS CARD SERVICES	-	9.58	-	565.42	-	575.00
MTN	30436	MAILHOT INDUSTRIES	-	(5,182.50)	(1,727.50)	33,955.82	-	27,045.82
MTN	30450	GROENEVELD LUBRICATION	-	-	44,631.46	4,484.36	-	49,115.82
MTN	30452	MASTER PROMOTIONS LTD	-	575.00	-	-	-	575.00
MTN	30462	MIROMI ENTERPRISES ENRG	-	-	-	-	68.88	68.88
MTN	30475	ROGERS	226.73	225.02	-	-	-	451.75
MTN	30476	YELLOW PAGES GROUP	-	23.00	-	-	-	23.00
MTN	30479	MCSHEFFERY INDUSTRIES LTD	-	59.80	-	-	-	59.80
MTN	30515	APEX INDUSTRIES INC.	161.09	-	-	-	-	161.09
MTN	30516	DRIVETEC	-	226.78	-	-	-	226.78
MTN	30542	HYDROLICO INTERNATIONAL INC.	-	-	2,242.50	-	-	2,242.50
MTN	30584	METALTECH	-	-	-	431.25	-	431.25
MTN	30643	E.A DELIVERIES	18.33	-	-	-	-	18.33
MTN	30648	M.LEBLANC DELIVERIES	45.85	68.77	-	-	-	114.62
MTN	30653	DENTS&STONES AUTOMOTIVE LTD	1,840.00	230.00	230.00	-	-	2,300.00
MTN	30660	DHOLLANDIA CANADA	-	-	141.80	6,495.37	-	6,637.17
MTN	30670	ROBERT STEEVES	60.00	-	-	-	-	60.00
MTN	30678	CRAMARO TARPULIN SYSTEMS LTD	-	-	-	844.39	-	844.39
MTN	30681	THERMO KING EASTERN CANADA	15,678.54	8,556.00	8,556.00	-	-	32,790.54
MTN	30682	GIN-COR INDUSTRIES INC	-	-	-	1,641.23	8,867.66	10,508.89
MTN	30692	GROUPE BIBEAU INC	-	-	-	32,452.79	59,795.94	92,248.73
MTN	30700	MARITIME COFFEE SERVICE	205.98	102.00	-	-	-	307.98
MTN	30708	VISUALIIZ MANAGEMENT CONSULTIN	-	-	8,625.00	-	-	8,625.00
MTN	30713	SNT SOLUTIONS INC	-	-	11,883.79	-	-	11,883.79
MTN	30714	BRO TILT LOAD LTD	97.75	97.75	-	-	-	195.50
MTN	30716	NOVA TRUCK	-	-	-	1,437.50	-	1,437.50
MTN	30717	SUSPENSIONS & RESSORTS MICHEL	17,438.45	-	-	-	-	17,438.45
MTN	(blank)	SUPPLIER MASTER NOT FOUND	411.38	-	48.19	269.40	6,838.47	7,567.44
			<b>460,634.86</b>	<b>916,383.66</b>	<b>1,444,602.39</b>	<b>1,187,811.55</b>	<b>2,955,004.14</b>	<b>6,964,436.60</b>

# TAB 8

August				October							
BRANC	SUPPLIER_NUM1	SUPPLIER_NAME	NO_OF_REC	NET_AMOUNT	TOTAL_SUM	BRANC	SUPPLIER_NUMB1	SUPPLIER_NAME1	NO_OF_REC	COL_6_SUM	Variance
ALB	107043	GINCOR GROUP	1	2,273.11		ALB	107043	GIN-COR INDUSTRIES INC.	1	599.03	(1,674.08)
MTL	30794	JC TRAILERS DESIGN &	1	49,917.75		MTL	30794	JC TRAILERS DESIGN & FABRICATI	1	49,917.75	-
MTN	30682	GIN-COR INDUSTRIES INC	1	10,508.89		MTN	30682	GIN-COR INDUSTRIES INC	1	10,508.89	-
MTL	30789	GINCOR INDUSTRIES	1	55,402.47		MTL	30789	GIN-COR INDUSTRIES INC.	1	55,402.47	-
ALB	104091	DURABODY INDUSTRIES LIMITED	1	31,131.45		ALB	104091	DURABODY INDUSTRIES LIMITED	1	31,131.45	-
MTL	30327	DURABODY INDUSTRIES LIMITED	1	14,208.62		MTL	30327	DURABODY INDUSTRIES LIMITED	1	14,208.62	-
VAN	50682	DURABODY IND. LTD.	1	36.75		VAN	50682	DURABODY INDUSTRIES LIMITED	1	36.75	-
NSC	354	DBIL HOLDINGS INC.	1	14,934.10		NSC	354	DBIL HOLDINGS INC.	1	14,934.10	-
NWMR	10136	GIN COR INDUSTRIES INC.	1	88,164.56		NWMRK	10136	GIN-COR INDUSTRIES INC.	1	88,949.87	785.31
NSC	336	GIN-COR INDUSTRIES INC.	1	598,988.70		NSC	336	GIN-COR INDUSTRIES INC.	1	635,384.74	36,396.04
NWMF	11349	DURABODY INDUSTRIES LIMITED	1	344,037.28		NWMRK	11349	DURABODY INDUSTRIES LIMITED	1	383,051.66	39,014.38
NWMR	11476	210 HARRY WALKERS HOLDING INC	1	24,783.79		NWMRK	11476	210 HARRY WALKERS HOLDING INC	1	219,570.72	194,786.93





# TAB 9

LUCKY

April 20, 2020

B

August					October					
BRANCH	SUPPLIER_NUM	SUPPLIER_NAME	NO_OF_REC	NET_AMOUNT_TOTAL	BRANCH	SUPPLIER_NUM	SUPPLIER_NAME1	NO_OF_RECS	COL_6_SUM	Variance
	10397	DEL MONTREAL	1	238,750.00				0	-	(238,750.00)
	9050	AUTO CRANE CO.	1	1,007,217.26	ALB	9050	AUTO CRANE CO.	1	770,434.87	(236,782.39)
	10294	UNICELL LTD. (TORONTO	1	162,356.60				0	-	(162,356.60)
NWMR	10058	DEL CALGARY - CAYTEC	1	72,419.60				0	-	(72,419.60)
VAN	50126	BEAU-ROC	1	60,486.44				0	-	(60,486.44)
NSC	246	GRANT THORNTON LLP	1	218,847.10	NSC	246	GRANT THORNTON LLP	1	162,347.10	(56,500.00)
MTL	30743	DHOLLANDIA HYDRAULIK	1	48,491.17				0	-	(48,491.17)
NWMR	10075	CRAWFORD METAL CORI	1	60,761.73	NWMRK	10075	CRAWFORD METAL CORI	1	12,477.28	(48,284.45)
NWMR	10237	RUSSEL METALS INC.	1	107,682.77	NWMRK	10237	RUSSEL METALS INC.	1	59,450.77	(48,232.00)
MTL	5002	JLG INDUSTRIES INC.(JER	1	187,128.67	MTL	5002	JLG INDUSTRIES INC.(JER	1	143,946.91	(43,181.76)
MTN	30366	EVEREST EQUIPMENT	1	193,282.65	MTN	30366	EVEREST EQUIPMENT CC	1	151,364.08	(41,918.57)
ALB	9132	SWENSON SPREADER	2	493,610.72	ALB	9132	SWENSON SPREADER	1	453,096.01	(40,514.71)
MTL	30089	NORCAN ALUMINIUM PF	1	34,488.21				0	-	(34,488.21)
ALB	104042	CONQR INDUSTRIES IN	1	44,909.55	ALB	104042	CONQR INDUSTRIES IN	1	11,246.55	(33,663.00)
ALB	105013	EVEREST EQUIPMENT CC	1	94,729.51	ALB	105013	EVEREST EQUIPMENT CC	1	64,155.92	(30,573.59)
VAN	50238	FALCON EQUIPMENT	1	28,301.92				0	-	(28,301.92)
NWMR	10289	WALTCO LIFT INC.	1	26,122.34	NWMRK	10289	WALTCO LIFT INC.	1	268.67	(25,853.67)
ALB	118021	RUSSEL METALS INC	1	23,181.37				0	-	(23,181.37)
NWMR	10164	J & K DIE CASTING LTD.	1	89,415.00	NWMRK	10164	J & K DIE CASTING LTD.	1	66,819.79	(22,595.21)
ALB	204012	DINERS CLUB	2	22,037.44				0	-	(22,037.44)
NWMR	10018	APOGEE STEEL FABRICAT	1	31,526.00	NWMRK	10018	APOGEE STEEL FABRICAT	1	9,785.80	(21,740.20)
NWMR	10243	SAMUEL PLATE SALES	1	20,536.15				0	-	(20,536.15)
ALB	204042	CONQR INDUSTRIES IN	1	51,777.18	ALB	204042	CONQR INDUSTRIES IN	1	32,052.30	(19,724.88)
NWMR	10271	SWISSWAY MACHINING	1	104,742.73	NWMRK	10271	SWISSWAY MACHINING	1	88,085.50	(16,657.23)
NWMR	10880	ICONIC ELEMENTS INC.	1	24,839.66	NWMRK	10880	ICONIC ELEMENTS INC.	1	8,311.15	(16,528.51)
NSC	122	DISCOVERNET LTD	1	46,409.69	NSC	122	DISCOVERNET LTD	1	30,073.46	(16,336.23)
VAN	5558	CERTIFIED CIRUS CONTR	1	15,275.35				0	-	(15,275.35)
MTL	30199	VAN PRO INC.	1	14,774.29				0	-	(14,774.29)
VAN	50672	CITY OF PORT COQUITLA	1	28,017.76	VAN	50672	CITY OF PORT COQUITLA	1	13,324.00	(14,693.76)
MTN	30326	WALTCO LIFT INC.	1	23,500.79	MTN	30326	WALTCO LIFT INC.	1	9,398.17	(14,102.62)
NWMR	10002	ABFLEX RUBBER INC.	1	12,839.06				0	-	(12,839.06)
MTL	30347	UNICELL LIMITED	1	12,036.42				0	-	(12,036.42)
NWMR	11040	AIRCON SERVICES & REE	1	11,865.00				0	-	(11,865.00)
ALB	201057	AGILITY LOGISTICS CO.	1	11,160.70				0	-	(11,160.70)
MTL	4001	NEXT HYDRAULICS SRL	1	10,982.50				0	-	(10,982.50)
ALB	105018	EXPERTEC INNOVATIVE C	2	32,039.04	ALB	105018	EXPERTEC INNOVATIVE C	1	21,162.18	(10,876.86)
NWMR	11362	CIMMASTER INC	1	43,966.34	NWMRK	11362	CIMMASTER INC	1	33,560.44	(10,405.90)
VAN	5569	DIVERSIFIED METAL FABI	1	20,350.00	VAN	5569	DIVERSIFIED METAL FABI	1	10,175.00	(10,175.00)

NWMR	11424 MAHER & CO. METALS	1	39,159.02	NWMRK	11424 MAHER & CO. METALS	1	28,997.77	(10,161.25)
NWMR	10139 GROTE INDUSTRIES CO.	1	28,317.21	NWMRK	10139 GROTE INDUSTRIES CO.	1	18,317.33	(9,999.88)
MTN	30209 RUSSELL METALS INC.	1	15,903.87	MTN	30209 RUSSELL METALS INC.	1	6,199.08	(9,704.79)
MTN	30348 Unicell Ltd.	1	9,541.01		0	0	-	(9,541.01)
NWMR	10434 EARLE M. JORGENSEN IN	1	18,446.29	NWMRK	10434 EARLE M. JORGENSEN IN	1	9,178.71	(9,267.58)
NWMR	10548 CINTAS CANADA LIMITEI	1	18,477.53	NWMRK	10548 CINTAS CANADA LIMITEI	1	9,617.96	(8,859.57)
ALB	123035 WAJAX INDUSTRIAL COM	2	7,811.39	ALB	123035 WAJAX INDUSTRIAL COM	1	215.21	(7,596.18)
MTN	30255 DRIVE PRODUCTS-HALIF	1	7,535.64		0	0	-	(7,535.64)
REG	61779 FIRST TRUCK SENTRE LLC	1	7,480.25		0	0	-	(7,480.25)
ALB	9119 TOMMY GATE COMPAN\	1	11,024.20	ALB	9119 TOMMY GATE COMPAN\	1	3,562.24	(7,461.96)
MTN	30305 SAF-HOLLAND CANADA I	1	7,328.90		0	0	-	(7,328.90)
MTN	30549 WAJAX POWER SYSTEMS	1	7,219.72		0	0	-	(7,219.72)
MTN	0 SUPPLIER MASTER NOT F	1	7,156.06		0	0	-	(7,156.06)
VAN	50161 HOSE POWER CANADA	1	6,786.65		0	0	-	(6,786.65)
NWMR	10105 DRIVE PRODUCTS INC.	1	6,730.49		0	0	-	(6,730.49)
NWMR	10300 VIC SAFETY INC.	1	18,694.09	NWMRK	10300 VIC SAFETY INC.	1	12,003.36	(6,690.73)
NWMR	10109 ELASTO PROXY INC.	1	6,561.91		0	0	-	(6,561.91)
ALB	107012 GREGG DISTRIBUTORS (C	2	26,376.41	ALB	107012 GREGG DISTRIBUTORS (C	1	20,103.56	(6,272.85)
ALB	107083 GROENVELD TRANSPORT	1	18,805.23	ALB	107083 GROENVELD TRANSPORT	1	12,536.82	(6,268.41)
ALB	218008 RUSSEL METALS INC	1	9,963.67	ALB	218008 RUSSEL METALS INC	1	3,978.15	(5,985.52)
ALB	107011 GRANDWEST ENTERPRIS	1	5,924.27		0	0	-	(5,924.27)
MTL	5006 SWENSON SPREADER LL	1	5,886.09		0	0	-	(5,886.09)
NWMR	10043 DEL REGINA	1	5,807.18		0	0	-	(5,807.18)
ALB	116025 PRAXAIR DISTRIBUTION	2	7,546.87	ALB	116025 PRAXAIR DISTRIBUTION	1	1,821.22	(5,725.65)
ALB	104098 DINERS CLUB	1	5,529.56		0	0	-	(5,529.56)
NWMR	10483 NORDICA PLASTICS LTD.	1	5,526.63		0	0	-	(5,526.63)
MTN	30698 WALMAC TRANSPORTAT	1	5,500.00		0	0	-	(5,500.00)
VAN	5568 TRUCK BODIES & EQUIP	1	5,306.00		0	0	-	(5,306.00)
MTN	30436 MAILHOT INDUSTRIES	1	32,228.32	MTN	30436 MAILHOT INDUSTRIES	1	27,045.82	(5,182.50)
VAN	5545 AUTOCRANE COMPANY	1	5,100.47		0	0	-	(5,100.47)
NWMR	10488 SWISS-O-MATIC	1	25,102.04	NWMRK	10488 SWISS-O-MATIC	1	20,005.87	(5,096.17)
REG	60172 VMAC	1	5,004.18		0	0	-	(5,004.18)
MTN	30709 DRIVE STAR SHUTTLE SY	1	4,945.00		0	0	-	(4,945.00)
VAN	50077 MONASHEE MANUFACTI	1	19,467.00	VAN	50077 MONASHEE MANUFACTI	1	14,600.25	(4,866.75)
ALB	120165 3 FAB METAL MANUFAC	1	7,117.11	ALB	120165 3 FAB METAL MANUFAC	1	2,257.50	(4,859.61)
NWMR	10204 NEWCOMB SPRING OF C	1	12,484.97	NWMRK	10204 NEWCOMB SPRING OF C	1	7,855.42	(4,629.55)
NWMR	10210 HIGGINSON EQUIPMENT	1	4,540.34		0	0	-	(4,540.34)
NWMR	10305 WESTERN TARPULIN &	1	10,448.07	NWMRK	10305 WESTERN TARPULIN &	1	5,931.11	(4,516.96)
MTN	5010 DEL HYDRAULICS INC	1	4,472.48		0	0	-	(4,472.48)
NWMR	11122 THE GEAR CENTRE	1	10,278.31	NWMRK	11122 THE GEAR CENTRE	1	5,937.56	(4,340.75)

MTN	30701	CLASSIC FREIGHT SYSTEM	1	4,163.00		0	0	-	(4,163.00)	
NWMR	11373	EAGLE EQUIPMENT	1	3,955.00		0	0	-	(3,955.00)	
NWMR	10509	HERCULES SEALING PROI	1	3,797.02		0	0	-	(3,797.02)	
VAN	5524	DEL HYDRAULICS	1	3,571.16		0	0	-	(3,571.16)	
ALB	205017	EMPIRE HYDRAULICS & C	1	3,895.21	ALB	205017	EMPIRE HYDRAULICS & C	1	347.29	(3,547.92)
ALB	119130	SEALION CARGO	1	3,465.00		0	0	-	(3,465.00)	
NWMR	10142	HALTON CHEMICAL INC.	1	3,405.16		0	0	-	(3,405.16)	
MTL	30765	MICHEL JEFFREY, SUSPEP	1	3,245.19		0	0	-	(3,245.19)	
ALB	114037	NOR-MAR INDUSTRIES	1	3,767.44	ALB	114037	NOR-MAR INDUSTRIES	1	539.49	(3,227.95)
NWMR	11289	PAT'S DRIVELINE	1	3,186.29		0	0	-	(3,186.29)	
VAN	50015	WAJAX INDUSTRIAL COM	1	3,492.84	VAN	50015	WAJAX INDUSTRIAL COM	1	361.76	(3,131.08)
MTN	30411	TECHSPAN INDUSTRIES I	1	3,237.69	MTN	30411	TECHSPAN INDUSTRIES I	1	109.54	(3,128.15)
NWMR	5034	AUTO CRANE COMPANY	1	3,027.87		0	0	-	(3,027.87)	
ALB	9084	RAMSEY WINCH CO	1	3,357.93	ALB	9084	RAMSEY WINCH CO	1	336.03	(3,021.90)
ALB	207020	GLOBAL HYDRAULIC SOL	2	5,496.06	ALB	207020	GLOBAL HYDRAULIC SOL	1	2,528.09	(2,967.97)
ALB	9022	O.M.F.B. SpA	1	2,962.30		0	0	-	(2,962.30)	
MTL	30172	DRIVESHAFT INC., ATELIE	1	2,897.37		0	0	-	(2,897.37)	
MTN	5014	STAHL	1	7,735.00	MTN	5014	STAHL	1	4,854.35	(2,880.65)
MTL	30299	WALTCO LIFT INC.	1	4,610.78	MTL	30299	WALTCO LIFT INC.	1	1,730.42	(2,880.36)
ALB	103003	CALGARY FASTENERS & T	2	7,106.19	ALB	103003	CALGARY FASTENERS & T	1	4,293.65	(2,812.54)
ALB	223017	WESTERN TRUCK BODY F	1	3,107.31	ALB	223017	WESTERN TRUCK BODY F	1	327.92	(2,779.39)
REG	61774	PARKER HANNIFIN T963S	1	5,275.31	REG	61774	PARKER HANNIFIN T963S	1	2,573.32	(2,701.99)
MTN	30542	HYDROLICO INTERNATIO	1	4,858.75	MTN	30542	HYDROLICO INTERNATIO	1	2,242.50	(2,616.25)
VAN	50109	MAILHOT INDUSTRIES AI	1	2,587.64		0	0	-	(2,587.64)	
VAN	50369	KROWN	1	2,575.11		0	0	-	(2,575.11)	
ALB	209017	IROC SERVICE SUPPLY IN	2	2,513.70		0	0	-	(2,513.70)	
VAN	50086	COLOR COMPASS	1	13,887.42	VAN	50086	COLOR COMPA55	1	11,382.72	(2,504.70)
MTL	30323	WURTH CANADA LIMITE	1	2,472.73		0	0	-	(2,472.73)	
NWMR	10750	PRECISION WASTE SYSTE	1	9,774.50	NWMRK	10750	PRECISION WASTE SYSTE	1	7,404.89	(2,369.61)
MTN	30330	WHITING DOOR MANUF.	1	2,212.11		0	0	-	(2,212.11)	
MTN	30300	GROTE INDUSTRIES CAN.	1	2,871.89	MTN	30300	GROTE INDUSTRIES CO.	1	747.50	(2,124.39)
ALB	216025	PRAXAIR CANADA INC. C	2	2,143.11	ALB	216025	PRAXAIR CANADA INC. C	1	43.39	(2,099.72)
ALB	8050	AUTO CRANE CO (CALGA	2	6,884.77	ALB	8050	AUTO CRANE CO.(CAL)	1	4,887.85	(1,996.92)
MTN	5013	BEZARES USA	1	1,977.03		0	0	-	(1,977.03)	
ALB	214010	NORDIC MECHANICAL SE	2	3,255.00	ALB	214010	NORDIC MECHANICAL SE	1	1,346.64	(1,908.36)
NWMR	10268	SUNSOURCE	1	1,902.76		0	0	-	(1,902.76)	
NWMR	10052	CANADIAN THREADALL L	1	1,871.17		0	0	-	(1,871.17)	
NWMR	10029	BDI CANADA INC.	1	5,634.56	NWMRK	10029	BDI CANADA INC.	1	3,765.16	(1,869.40)
ALB	105067	ECONOMY GLASS	1	1,813.35		0	0	-	(1,813.35)	
MTL	30012	EXPRESS MONDOR	1	1,750.00		0	0	-	(1,750.00)	

MTN	30307 KINEDYNE CANADA LTD	1	1,740.99		0	0	-	(1,740.99)
ALB	120032 THE GEAR CENTRE	1	3,017.23	ALB	120032 THE GEAR CENTRE	1	1,294.89	(1,722.34)
ALB	204034 DIESEL TECH INDUSTRIES	2	5,197.50	ALB	204034 DIESEL TECH INDUSTRIES	1	3,516.45	(1,681.05)
ALB	107043 GINCOR GROUP	1	2,273.11	ALB	107043 GIN-COR INDUSTRIES INC	1	599.03	(1,674.08)
NWMR	10106 DRIVETEC MANUFACTUR	1	18,927.62	NWMRK	10106 DRIVETEC MANUFACTUR	1	17,265.85	(1,661.77)
NWMR	10160 HOSEPOWER CANADA	1	6,470.24	NWMRK	10160 HOSEPOWER CANADA	1	4,821.93	(1,648.31)
MTN	30710 TRUX ACCESSORIES	1	1,645.08		0	0	-	(1,645.08)
ALB	9258 CERTIFIED CIRUS	2	2,555.92	ALB	9258 CERTIFIED CIRUS	1	963.19	(1,592.73)
MTN	30618 PARKER HANNIFIN CANA	1	1,588.31		0	0	-	(1,588.31)
ALB	104097 DHOLLANDIA CANADA	1	1,545.22		0	0	-	(1,545.22)
ALB	213039 MIDWEST FABRICATORS	1	2,661.75	ALB	213039 MIDWEST FABRICATORS	1	1,123.50	(1,538.25)
NWMR	10116 FAUCHER INDUSTRIES IN	1	6,343.55	NWMRK	10116 FAUCHER INDUSTRIES IN	1	4,812.44	(1,531.11)
NWMR	10222 PPG CANADA INC.	1	62,239.95	NWMRK	10222 PPG CANADA INC.	1	60,732.40	(1,507.55)
ALB	209009 IMPACT COATINGS INC.	2	1,494.03		0	0	-	(1,494.03)
MTN	30044 MIDLAND TRANSPORT LI	1	1,483.43		0	0	-	(1,483.43)
REG	60099 FAUCHER INDUSTRIES IN	1	1,476.43		0	0	-	(1,476.43)
NWMR	10445 GENWELD WELDERS SER	1	1,467.15		0	0	-	(1,467.15)
VAN	5506 JLG INDUSTRIES INC	1	29,316.80	VAN	5506 JLG INDUSTRIES INC.(JER	1	27,865.45	(1,451.35)
MTL	30192 ENVIRO CONNEXIONS	1	1,535.19	MTL	30192 ENVIRO CONNEXIONS	1	87.19	(1,448.00)
ALB	4004 DAVE NIEUWKERK	1	1,412.81		0	0	-	(1,412.81)
VAN	5523 8/A PRODUCTS CO.	1	1,390.66		0	0	-	(1,390.66)
MTN	30147 FASTENAL CANADA	1	5,247.31	MTN	30147 FASTENAL CANADA	1	3,872.64	(1,374.67)
ALB	9106 GOLIGHT INC	1	1,189.06		0	0	-	(1,189.06)
ALB	215013 OVERHEAD CRANE SOLU	2	1,107.75		0	0	-	(1,107.75)
VAN	50460 VERSA FITTINGS INC.	1	1,180.41	VAN	50460 BRENNAN INDUSTRIES	1	80.64	(1,099.77)
NWMR	10239 SAFETY-KLEEN LTD.	1	1,095.54		0	0	-	(1,095.54)
ALB	119162 SHAW CABLE PAYMENT I	1	1,084.34		0	0	-	(1,084.34)
NWMR	10866 D&D ENGINEERED PROD	1	2,712.57	NWMRK	10866 D&D ENGINEERED PROD	1	1,641.33	(1,071.24)
NWMR	10603 PROVIX INC	1	1,056.55		0	0	-	(1,056.55)
ALB	9036 MILLER ELECTRIC MFG C	2	1,966.18	ALB	9036 MILLER ELECTRIC MFG C	1	940.31	(1,025.87)
ALB	101073 ASA ALLOYS	1	1,023.75		0	0	-	(1,023.75)
ALB	103089 CENTRAL AIR EQUIPMEN	1	1,153.51	ALB	103089 CENTRAL AIR EQUIPMEN	1	243.23	(910.28)
NWMR	11188 KLONDIKE LUBRICANTS C	1	4,258.52	NWMRK	11188 KLONDIKE LUBRICANTS C	1	3,384.44	(874.08)
VAN	50302 CHAMPION INDUSTRIAL	1	853.48		0	0	-	(853.48)
VAN	50204 PSI FLUID POWER	1	811.06		0	0	-	(811.06)
NWMR	10177 MANITOULIN TRANSPOR	1	788.66		0	0	-	(788.66)
MTN	5046 SWENSON SPREADER	1	785.07		0	0	-	(785.07)
NWMR	11182 FREEWAY LIMITED	1	3,194.85	NWMRK	11182 FREEWAY LIMITED	1	2,413.68	(781.17)
NWMR	10223 PRAXAIR DISTRIBUTION	1	29,272.84	NWMRK	10223 PRAXAIR DISTRIBUTION	1	28,518.59	(754.25)
VAN	50055 METRO MOTORS LTD.	1	739.39		0	0	-	(739.39)

ALB	120081	THE POWDER COATING S	1	735.00		0	0	-	(735.00)	
NWMR	11059	BRY AIR SYSTEMS INC.	1	9,209.50	NWMRK	11059	BRY AIR SYSTEMS INC.	1	8,475.00	(734.50)
NWMR	11416	GREENWAY PROPERTY S	1	9,718.00	NWMRK	11416	GREENWAY PROPERTY S	1	8,983.50	(734.50)
MTN	30004	A.P.M. LIMITED	1	717.03		0	0	-	(717.03)	
MTN	30158	HYDROSTATIC SERVICES	1	715.06		0	0	-	(715.06)	
VAN	50049	CANADIAN LINEN SUPPL'	1	2,384.94	VAN	50049	CANADIAN LINEN SUPPL'	1	1,671.72	(713.22)
MTL	30785	VALPRO SERVICES D'ENT	1	1,310.71	MTL	30785	VALPRO SERVICES D'ENT	1	626.61	(684.10)
ALB	101083	ALSCO LINEN AND UNIFC	1	813.96	ALB	101083	ALSCO LINEN AND UNIFC	1	130.57	(683.39)
NSC	5000	SPOKANE COMPUTER IN	1	6,432.75	NSC	5000	SPOKANE COMPUTER IN	1	5,749.75	(683.00)
ALB	221011	UNI-SELECT CANADA STC	1	863.27	ALB	221011	UNI-SELECT CANADA STC	1	186.10	(677.17)
ALB	107075	GLOVER INT'L TRUCKS LT	1	671.06		0	0	-	(671.06)	
NWMR	11257	ACCURATE SCREEN	1	665.57		0	0	-	(665.57)	
ALB	119022	SPROUSE FIRE & SAFETY	1	876.54	ALB	119022	SPROUSE FIRE & SAFETY	1	211.21	(665.33)
ALB	4017	ALFRED LANGKOWSKI	1	664.45		0	0	-	(664.45)	
ALB	101007	ABILITY HOSE	1	654.17		0	0	-	(654.17)	
ALB	106021	FLO DRAULIC WEST	1	650.79		0	0	-	(650.79)	
NWMR	10350	SPECTRUM ABRASIVES LI	1	631.39		0	0	-	(631.39)	
ALB	120023	TITAN SUPPLY LP	1	622.55		0	0	-	(622.55)	
MTN	30479	MCSHEFFERY INDUSTRIE	1	676.20	MTN	30479	MCSHEFFERY INDUSTRIE	1	59.80	(616.40)
MTN	30062	THE GEAR CENTRE	1	616.74	MTN	30062	THE GEAR CENTRE	1	3.50	(613.24)
NWMR	5023	SWAPLOADER USA LTD	1	32,941.86	NWMRK	5023	SWAPLOADER USA LTD	1	32,344.04	(597.82)
NWMR	11176	OMNITRANS INC.,	1	845.51	NWMRK	11176	OMNITRANS INC.,	1	252.00	(593.51)
MTN	30309	LES PRODUITS METALLIC	1	591.84		0	0	-	(591.84)	
VAN	50148	REVENUE SERVICES OF B	1	562.50		0	0	-	(562.50)	
ALB	103118	CANADIAN TOWING EQL	1	552.76		0	0	-	(552.76)	
ALB	118049	RYAN'S COFFEE SERVICE!	1	688.50	ALB	118049	RYAN'S COFFEE SERVICE!	1	149.00	(539.50)
MTN	30221	UAP INC	1	1,762.67	MTN	30221	UAP INC	1	1,224.13	(538.54)
REG	61772	GENERATION GIRLS CLE#	1	530.00		0	0	-	(530.00)	
VAN	50112	DRIVE PRODUCTS	1	527.20		0	0	-	(527.20)	
MTN	30001	CLARKE'S TOWING LTD.	1	747.50	MTN	30001	CLARKE'S TOWING LTD.	1	230.00	(517.50)
NWMR	11408	IST SURFACE	1	2,656.91	NWMRK	11408	IST SURFACE	1	2,144.74	(512.17)
ALB	107056	GLOVER INT TRUCKS (PA	1	508.37		0	0	-	(508.37)	
MTN	30351	MP FILTRI CANADA INC	1	496.80		0	0	-	(496.80)	
ALB	121001	UNITED PARCEL SERVICE	1	804.14	ALB	121001	UNITED PARCEL SERVICE	1	313.72	(490.42)
MTN	30460	ACTION TRUCK ACCESSO	1	488.73		0	0	-	(488.73)	
ALB	103130	CANADIAN TRUCK WASH	1	483.00		0	0	-	(483.00)	
VAN	50471	PAT'S DRIVELINE	1	476.78		0	0	-	(476.78)	
ALB	120027	TRIWAY SERVICES LTD.	1	472.51		0	0	-	(472.51)	
ALB	110075	JIMS CRANE SERVICE LTC	1	448.88		0	0	-	(448.88)	
NWMR	11391	INTERNET ACCESS SOLU1	1	892.32	NWMRK	11391	INTERNET ACCESS SOLU1	1	446.16	(446.16)

NWMP	10486 DEL MONCTON	1	444.76		0	0	-	(444.76)
ALB	9013 NORTH AMERICAN SIGN.	2	6,293.45	ALB	9013 NORTH AMERICAN SIGN.	1	5,866.08	(427.37)
MTL	30777 LES ENTREPRISES TERRA	1	419.66		0	0	-	(419.66)
MTL	30288 DENIS OFFICE SUPPLIES /	1	418.91		0	0	-	(418.91)
ALB	219050 STONY INSPECTION SERV	2	2,420.25	ALB	219050 STONY INSPECTION SERV	1	2,010.75	(409.50)
ALB	9115 WIRED RITE SYSTEMS IN:	1	406.13		0	0	-	(406.13)
ALB	211004 KOVA ENGINEERING LTD	2	858.90	ALB	211004 KOVA ENGINEERING LTD	1	463.58	(395.32)
MTN	30343 TIMBREN	1	389.76		0	0	-	(389.76)
MTN	30437 SPRING SPECIALTY LTD	1	368.00		0	0	-	(368.00)
MTN	30513 ST. JOHN AMBULANCE	1	360.00		0	0	-	(360.00)
NWMP	11483 GROUPE CT	1	790.04	NWMP	11483 GROUPE CT	1	431.62	(358.42)
MTN	30623 REVOLUTION ENVIRO SC	1	352.45		0	0	-	(352.45)
ALB	4091 DAVE HINECKER	1	351.34		0	0	-	(351.34)
ALB	4030 CHARN NARANG	1	351.05		0	0	-	(351.05)
NWMP	10176 MAILHOT ONTARIO	1	349.80		0	0	-	(349.80)
MTL	30189 ENTREPRISE ROBERT THI	1	348.88		0	0	-	(348.88)
NWMP	10005 ACKLANDS- GRAINGER IN	1	345.69		0	0	-	(345.69)
NWMP	10567 FORD MOTOR CO OF CA.	1	339.00		0	0	-	(339.00)
ALB	115011 OXYGEN PRODUCTS CALI	2	713.97	ALB	115011 OXYGEN PRODUCTS CALI	1	378.00	(335.97)
REG	60181 WALTCO LIFT INC.	1	333.40		0	0	-	(333.40)
NWMP	11402 MILLER WASTE SYSTEMS	1	1,114.02	NWMP	11402 MILLER WASTE SYSTEMS	1	781.65	(332.37)
MTN	30048 MULTI RADIATOR SERVIK	1	327.75		0	0	-	(327.75)
MTN	30426 MILLER WASTE SYSTEMS	1	322.60		0	0	-	(322.60)
ALB	103997 ENMAX	1	315.80		0	0	-	(315.80)
MTN	30169 LIFTOW LTD	1	1,844.31	MTN	30169 LIFTOW LTD	1	1,542.35	(301.96)
NWMP	11457 CANADIAN CRANE	1	299.45		0	0	-	(299.45)
MTN	30423 MIDLAND COURIER	1	700.61	MTN	30423 MIDLAND COURIER	1	411.01	(289.60)
MTN	30023 DAY & ROSS INC	1	284.63		0	0	-	(284.63)
ALB	211019 KINDERSLEY TRANSPORT	2	276.02		0	0	-	(276.02)
ALB	8046 MAXON LIFT CORP	1	271.64		0	0	-	(271.64)
MTN	5050 B/A PRODUCTS CO.	1	420.63	MTN	5050 B/A PRODUCTS CO.	1	153.98	(266.65)
ALB	104084 DRIVE STAR SHUTTLE SY:	1	3,243.64	ALB	104084 DRIVE STAR SHUTTLE SY:	1	2,982.18	(261.46)
REG	61645 BUCHER HYDRAULICS CC	1	247.86		0	0	-	(247.86)
NWMP	10621 CARRIER CENTERS	1	234.94		0	0	-	(234.94)
VAN	50103 COMOX PACIFIC EXPRES:	1	220.11		0	0	-	(220.11)
ALB	216007 PSI FLUID POWER LTD	2	214.29		0	0	-	(214.29)
MTN	30367 FAUCHER	1	212.14		0	0	-	(212.14)
ALB	204010 D M EXPRESS	1	666.75	ALB	204010 D M EXPRESS	1	455.70	(211.05)
MTN	30036 WORK & PLAY	1	206.98		0	0	-	(206.98)
VAN	1000 EFFER	1	2,237.76	VAN	1000 EFFER S.p.a	1	2,033.46	(204.30)

ALB	203002	CANADIAN LINEN SUPPL'	2	910.96	ALB	203002	CANADIAN LINEN SUPPL'	1	710.31	(200.65)
MTN	5018	TOMMY GATE COMPAN'	1	9,771.77	MTN	5018	TOMMY GATE COMPAN'	1	9,571.38	(200.39)
ALB	203063	CANADIAN ENERGY	1	2,038.57	ALB	203063	CANADIAN ENERGY	1	1,838.28	(200.29)
NWMR	5085	BEZARES USA	1	199.73				0	-	(199.73)
ALB	126018	AMARTUVSHIN AZZAYA	1	192.24				0	-	(192.24)
ALB	205018	EDMONTON NUT & BOL'	1	191.44				0	-	(191.44)
NWMR	11392	FS TOOL	1	188.71				0	-	(188.71)
ALB	8064	ZONE DEFENSE INC	1	300.25	ALB	8064	ZONE DEFENSE INC	1	111.65	(188.60)
REG	60002	CANCADE CBI LIMITED	1	188.37				0	-	(188.37)
NWMR	11464	TST OVERLAND EXPRESS	1	477.96	NWMRK	11464	TST OVERLAND EXPRESS	1	292.72	(185.24)
NWMR	10033	BERENDSEN FLUID POWI	1	184.74				0	-	(184.74)
ALB	9130	ELLIOTT EQUIPMENT CO	1	183.78				0	-	(183.78)
NWMR	10254	SLING-CHOKER MFG. (H/	1	511.46	NWMRK	10254	SLING-CHOKER MFG. (H/	1	328.83	(182.63)
MTN	30117	BRUNSWICK FYR & SAFE	1	179.93				0	-	(179.93)
NWMR	5005	DEL HYDRAULICS INC.	1	179.85				0	-	(179.85)
MTN	30544	LOAD COVERING SOLUTI	1	178.99				0	-	(178.99)
MTN	30416	PUROLATOR INC	1	227.27	MTN	30416	PUROLATOR INC	1	49.77	(177.50)
NWMR	5086	HORIZON GLOBAL AMER	1	171.20				0	-	(171.20)
MTN	30422	SHERWIN-WILLIAMS AU'	1	12,512.26	MTN	30422	SHERWIN-WILLIAMS AU'	1	12,341.72	(170.54)
NSC	309	JUMP NETWORK TEL LTC	1	336.74	NSC	309	JUMP NETWORK TEL LTC	1	168.37	(168.37)
ALB	123029	QUENCH CANADA INC	1	163.80				0	-	(163.80)
ALB	103027	CITY WIDE RADIATOR LT	2	161.18				0	-	(161.18)
ALB	105021	EECOL ELECTRIC CORP	1	151.85				0	-	(151.85)
ALB	9121	BEZARES USA	1	145.33				0	-	(145.33)
NWMR	10491	PUROLATOR INC.	1	1,691.21	NWMRK	10491	PUROLATOR INC.	1	1,563.47	(127.74)
ALB	8076	SHUR-CO LLC	1	121.76				0	-	(121.76)
MTN	30700	MARITIME COFFEE SERV	1	428.96	MTN	30700	MARITIME COFFEE SERV	1	307.98	(120.98)
MTN	30180	EASTCOAST MAINTENAN	1	120.75				0	-	(120.75)
ALB	103019	CANWEST PROPANE	1	116.56				0	-	(116.56)
MTN	30660	DHOLLANDIA CANADA	1	6,753.17	MTN	30660	DHOLLANDIA CANADA	1	6,637.17	(116.00)
MTN	30418	ON-TARGET COURIER & I	1	113.37				0	-	(113.37)
ALB	213041	MUTUAL PROPANE	2	253.57	ALB	213041	MUTUAL PROPANE	1	144.90	(108.67)
ALB	214009	NORTH WEST CRANE LTC	1	105.00				0	-	(105.00)
MTN	30420	DISTRIBUTION 83 PPM II	1	140.00	MTN	30420	DISTRIBUTION 83 PPM II	1	35.00	(105.00)
ALB	208013	HI-WAY 9 EXPRESS LTD.	1	103.75				0	-	(103.75)
MTN	30228	Universal Truck & Trailer	1	413.22	MTN	30228	Universal Truck & Trailer	1	317.04	(96.18)
ALB	102016	BOSS LUBRICANTS	2	4,470.37	ALB	102016	BOSS LUBRICANTS	1	4,386.31	(84.06)
MTL	30819	UAP INC (TRACTION ST-L	1	80.69				0	-	(80.69)
MTN	30219	MINISTER OF FINANCE	1	75.00				0	-	(75.00)
MTN	30321	SAMEDAY WORLDWIDE	1	73.66				0	-	(73.66)



MTN	5016 SWAPLOADER USA LTD.	1	73.17		0	0	-	(73.17)
MTN	5040 NATIONAL LIFTGATE PAF	1	637.75	MTN	5040 NATIONAL LIFTGATE PAF	1	568.00	(69.75)
VAN	50050 CORPORATE EXPRESS CA	1	405.43	VAN	50050 CORPORATE EXPRESS CA	1	340.80	(64.63)
MTN	5511 MAXON LIFT CORP	1	56.87		0	0	-	(56.87)
ALB	219016 STAHL PETERBILT INC.	1	52.06		0	0	-	(52.06)
NSC	348 FRONTIER NETWORKS IN	1	50.51		0	0	-	(50.51)
VAN	50447 NEWLINE HOSE & FITTIN	1	1,781.87	VAN	50447 NEWLINE HOSE & FITTIN	1	1,735.94	(45.93)
MTN	30323 SWS WARNING SYSTEMS	1	45.21		0	0	-	(45.21)
NSC	231 ACCUTEL INC	1	41.67		0	0	-	(41.67)
MTN	30441 MBW COURIER INC.	1	40.31		0	0	-	(40.31)
MTN	30155 HOME HARDWARE(ELM)	1	40.25		0	0	-	(40.25)
MTN	30223 TRI PROVINCE ENTERPRI	1	37.95		0	0	-	(37.95)
NWMR	10108 CARDINAL COURIERS LTC	1	37.51		0	0	-	(37.51)
ALB	220020 KTL EXPRESS	1	31.38		0	0	-	(31.38)
VAN	50572 RICOH CANADA INC	1	1,350.76	VAN	50572 RICOH CANADA INC	1	1,326.31	(24.45)
MTN	30476 YELLOW PAGES GROUP	1	46.00	MTN	30476 YELLOW PAGES GROUP	1	23.00	(23.00)
MTN	30188 EAST COAST INTERNATIC	1	17.14	MTN	30188 EAST COAST INTERNATIC	1	3.31	(13.83)
NWMR	10090 DGI SUPPLY	1	4,377.56	NWMRK	10090 DGI SUPPLY	1	4,371.31	(6.25)
MTN	30160 IRVING ENERGY DISTRIBL	1	3.19		0	0	-	(3.19)
ALB	9243 BLAYLOCK INDUSTRIES II	1	359.60	ALB	9243 BLAYLOCK INDUSTRIES II	1	359.60	-
ALB	103241 CITY OF REGINA	2	6,660.00	ALB	103241 CITY OF REG	1	6,660.00	-
ALB	104091 DURABODY INDUSTRIES	1	31,131.45	ALB	104091 DURABODY INDUSTRIES	1	31,131.45	-
ALB	106003 F & G SPECIALTY CHEMIC	1	177.19	ALB	106003 F & G SPECIALTY CHEMIC	1	177.19	-
ALB	111004 KRISTIAN ELECTRIC LTD	1	215.25	ALB	111004 KRISTIAN ELECTRIC LTD	1	215.25	-
ALB	111087 KT EXCAVATING LTD.	2	189.00	ALB	111087 KT EXCAVATING LTD.	1	189.00	-
ALB	114132 NORAMCO A DIV OF NSC	1	1,783.79	ALB	114132 NORAMCO A DIV OF NSC	1	1,783.79	-
ALB	118054 RODA DEACO VALVE LTD	1	2,080.00	ALB	118054 RODA DEACO VALVE LTD	1	2,080.00	-
ALB	119049 STRONGCO C.M.E.	1	2,285.10	ALB	119049 STRONGCO C.M.E.	1	2,285.10	-
ALB	122083 VALTERRA POWER CA, L	1	1,308.02	ALB	122083 VALTERRA POWER CA, LI	1	1,308.02	-
ALB	202018 BOON-TEK INDUSTRIES L	2	1,758.75	ALB	202018 BOON-TEK INDUSTRIES L	1	1,758.75	-
ALB	203057 CANADIAN TOWING EQL	1	950.48	ALB	203057 CANADIAN TOWING EQL	1	950.48	-
ALB	210009 JAN-PRO CLEANING SYST	2	1,564.50	ALB	210009 JAN-PRO CLEANING SYST	1	1,564.50	-
ALB	220004 THE COFFEE CONNECTIO	2	141.59	ALB	220004 THE COFFEE CONNECTIO	1	141.59	-
MTL	30327 DURABODY INDUSTRIES	1	14,208.62	MTL	30327 DURABODY INDUSTRIES	1	14,208.62	-
MTL	30789 GINCOR INDUSTRIES	1	55,402.47	MTL	30789 GIN-COR INDUSTRIES INC	1	55,402.47	-
MTL	30794 JC TRAILERS DESIGN &	1	49,917.75	MTL	30794 JC TRAILERS DESIGN & F/	1	49,917.75	-
MTL	30865 FIBRENOIRE INC	1	678.35	MTL	30865 FIBRENOIRE INC	1	678.35	-
MTN	30286 A-PLUS DRIVE SHAFT INC	1	3,021.95	MTN	30286 A-PLUS DRIVE SHAFT INC	1	3,021.95	-
MTN	30382 CAMROSE SAND & GRAV	1	226.00	MTN	30382 CAMROSE SAND & GRAV	1	226.00	-
MTN	30452 MASTER PROMOTIONS L	1	575.00	MTN	30452 MASTER PROMOTIONS L	1	575.00	-

MTN	30462 MIROMI ENTERPRISES EI	1	68.88	MTN	30462 MIROMI ENTERPRISES EI	1	68.88	-
MTN	30584 METALTECH	1	431.25	MTN	30584 METALTECH	1	431.25	-
MTN	30678 CRAMARO TARPAULIN S'	1	844.39	MTN	30678 CRAMARO TARPAULIN S'	1	844.39	-
MTN	30682 GIN-COR INDUSTRIES INC	1	10,508.89	MTN	30682 GIN-COR INDUSTRIES INC	1	10,508.89	-
MTN	30692 GROUPE BIBEAU INC	1	92,248.73	MTN	30692 GROUPE BIBEAU INC	1	92,248.73	-
NSC	288 JADE ABL SERVICES INC	1	6,438.51	NSC	288 JADE ABL SERVICES INC	1	6,438.51	-
NSC	321 LASER AGE INC.	1	5,400.00	NSC	321 LASER AGE INC.	1	5,400.00	-
NSC	354 DBIL HOLDINGS INC.	1	14,934.10	NSC	354 DBIL HOLDINGS INC.	1	14,934.10	-
NSC	361 DINER CLUB COMMERCIAL	1	3.00	NSC	361 DINER CLUB COMMERCIAL	1	3.00	-
NSC	365 DINERS CLUB INTERNATI	1	176.12	NSC	365 DINERS CLUB INTERNATI	1	176.12	-
NWMR	5067 VANAIR MANUFACTURING	1	77,034.13	NWMR	5067 VANAIR MANUFACTURING	1	77,034.13	-
NWMR	10110 ELECTRO SONIC INC.	1	1,494.99	NWMR	10110 ELECTRO SONIC INC.	1	1,494.99	-
NWMR	10253 SIMBA POWDER COATING	1	7,345.79	NWMR	10253 SIMBA POWDER COATING	1	7,345.79	-
NWMR	10286 PK WELDING & FABRICAT	1	12,430.00	NWMR	10286 PK WELDING & FABRICAT	1	12,430.00	-
NWMR	10299 VERSA FITTINGS INC.	1	404.54	NWMR	10299 VERSA FITTINGS INC.	1	404.54	-
NWMR	10339 LIGHTNING EQUIPMENT	1	2,412.55	NWMR	10339 LIGHTNING EQUIPMENT	1	2,412.55	-
NWMR	10677 PRIMUS CANADA	1	11.24	NWMR	10677 PRIMUS CANADA	1	11.24	-
NWMR	11178 BLUE SPRINGS	1	1,084.80	NWMR	11178 BLUE SPRINGS	1	1,084.80	-
NWMR	11181 ZONE DEFENSE INC.	1	718.68	NWMR	11181 ZONE DEFENSE INC.	1	718.68	-
NWMR	11480 CWB NATIONAL LEASING	1	5,144.38	NWMR	11480 CWB NATIONAL LEASING	1	5,144.38	-
NWMR	11485 ALL TRADE RENTALS INC.	1	1,949.25	NWMR	11485 ALL TRADE RENTALS INC.	1	1,949.25	-
NWMR	11510 GENERAL BODY AND EQUI	1	3,230.85	NWMR	11510 GENERAL BODY AND EQUI	1	3,230.85	-
REG	1000 NEXT HYDRAULICS, sri	1	2,102.50	REG	1000 NEXT HYDRAULICS, sri	1	2,102.50	-
REG	1001 EFFER S.p.A	1	813.52	REG	1001 EFFER S.p.A	1	813.52	-
REG	5602 AUTO CRANE CO.	1	804.75	REG	5602 AUTO CRANE CO.	1	804.75	-
REG	5603 SWENSON SPREADER CO	1	6,989.11	REG	5603 SWENSON SPREADER CO	1	6,989.11	-
REG	5623 JLG INDUSTRIES INC.(JER	1	251.63	REG	5623 JLG INDUSTRIES INC.(JER	1	251.63	-
REG	5652 MASTERACK, LLC	1	2,277.66	REG	5652 MASTERACK, LLC	1	2,277.66	-
REG	60004 WHITING DOOR MANUF.	1	1,543.42	REG	60004 WHITING DOOR MANUF.	1	1,543.42	-
REG	60006 THE BOLT SUPPLY HOUSE	1	3.96	REG	60006 THE BOLT SUPPLY HOUSE	1	3.96	-
REG	60021 MAILHOT INDUSTRIES AI	1	2,293.20	REG	60021 MAILHOT INDUSTRIES AI	1	2,293.20	-
REG	60023 DAY & ROSS INC	1	445.07	REG	60023 DAY & ROSS INC	1	445.07	-
REG	60037 AUTOMOTIVE & IND. SU	1	178.36	REG	60037 AUTOMOTIVE & IND. SU	1	178.36	-
REG	60039 APPLIED INDUSTRIAL TEC	1	489.34	REG	60039 APPLIED INDUSTRIAL TEC	1	489.34	-
REG	60040 BOSS LUBRICANTS	1	2,710.06	REG	60040 BOSS LUBRICANTS	1	2,710.06	-
REG	60044 CAPITAL FORD LINCOLN(	1	2,793.04	REG	60044 CAPITAL FORD LINCOLN(	1	2,793.04	-
REG	60047 CLOVERDALE PAINT INC	1	1,310.81	REG	60047 CLOVERDALE PAINT INC	1	1,310.81	-
REG	60050 COOPER TOOLS & EQPT.	1	129.31	REG	60050 COOPER TOOLS & EQPT.	1	129.31	-
REG	60059 HYDRATEC HYDRAULICS	1	21.00	REG	60059 HYDRATEC HYDRAULICS	1	21.00	-
REG	60064 MAXIM TRUCK & TRAILER	1	26.78	REG	60064 MAXIM TRUCK & TRAILER	1	26.78	-

REG	60067	PROVINCIAL HYDRAULIC	1	314.20	REG	60067	PROVINCIAL HYDRAULIC	1	314.20	-
REG	60069	REGINA FASTENERS & TC	1	532.14	REG	60069	REG FASTENERS & TOOL	1	532.14	-
REG	60084	TRACTION HEAVY DUTY I	1	27.44	REG	60084	TRACTION HEAVY DUTY I	1	27.44	-
REG	60091	ACE MANUFACTURING II	1	4,560.21	REG	60091	ACE MANUFACTURING II	1	4,560.21	-
REG	60094	KOVA ENGINEERING SAS	1	386.40	REG	60094	KOVA ENGINEERING SAS	1	386.40	-
REG	60096	PRAXAIR DISTRIBUTION	1	938.84	REG	60096	PRAXAIR DISTRIBUTION	1	938.84	-
REG	60110	ALLWYNN STEEL	1	887.63	REG	60110	ALLWYNN STEEL	1	887.63	-
REG	60114	YRC	1	2,519.46	REG	60114	YRC	1	2,519.46	-
REG	60119	NORDSTRONG EQUIPME	1	315.00	REG	60119	NORDSTRONG EQUIPME	1	315.00	-
REG	60130	ERIKS INDUSTRIAL SERVI	1	56.49	REG	60130	ERIKS INDUSTRIAL SERVI	1	56.49	-
REG	60133	AIR TECH PRODUCTS	1	58.19	REG	60133	AIR TECH PRODUCTS	1	58.19	-
REG	60135	TS&M SUPPLY	1	9.86	REG	60135	TS&M SUPPLY	1	9.86	-
REG	60138	VELVAC INC.	1	232.76	REG	60138	VELVAC INC.	1	232.76	-
REG	60166	THE TRUCK OUTFITTERS	1	288.75	REG	60166	THE TRUCK OUTFITTERS	1	288.75	-
REG	60170	CMS METAL PRODUCTS	1	128.50	REG	60170	CMS METAL PRODUCTS	1	128.50	-
REG	60213	ACCELERATED CONNECT	1	28.87	REG	60213	ACCELERATED CONNECT	1	28.87	-
REG	60224	CAPITAL FIRE PROTECTIC	1	350.76	REG	60224	CAPITAL FIRE PROTECTIC	1	350.76	-
REG	61497	KEMSOL PRODUCTS LTD	1	56.99	REG	61497	KEMSOL PRODUCTS LTD	1	56.99	-
REG	61512	3-D Delivery Ltd	1	12.92	REG	61512	3-D Delivery Ltd	1	12.92	-
REG	61515	RICOH CANADA INC.	1	1,175.32	REG	61515	RICOH CANADA INC.	1	1,175.32	-
REG	61561	ALTEC INDUSTRIES LTD	1	609.75	REG	61561	ALTEC INDUSTRIES LTD	1	609.75	-
REG	61588	THE GEAR CENTER	1	2,321.39	REG	61588	THE GEAR CENTER	1	2,321.39	-
REG	61615	SECURITY BUILDING SUP	1	51.53	REG	61615	SECURITY BUILDING SUP	1	51.53	-
REG	61684	NIMBUS WATER	1	50.98	REG	61684	NIMBUS WATER	1	50.98	-
REG	61688	JAGR INDUSTRIAL ELECTI	1	79.70	REG	61688	JAGR INDUSTRIAL ELECTI	1	79.70	-
REG	61693	KONE CRANES LIFTING B	1	2,186.70	REG	61693	KONE CRANES LIFTING B	1	2,186.70	-
REG	61775	ALLISTON TRUCK EQUIPM	1	232.30	REG	61775	ALLISTON TRUCK EQUIPM	1	232.30	-
REG	61777	REMA TIP TOP AGENCY L	1	740.57	REG	61777	REMA TIP TOP AGENCY L	1	740.57	-
VAN	5512	POWER UP PRODUCTS	1	969.39	VAN	5512	POWER UP PRODUCTS	1	969.39	-
VAN	5701	SECURE TOW	1	479.73	VAN	5701	SECURE TOW	1	479.73	-
VAN	50027	B & J PARTS & MACHINE	1	171.70	VAN	50027	B & J PARTS & MACHINE	1	171.70	-
VAN	50068	HYPOWER SYSTEMS INC.	1	3,530.70	VAN	50068	HYPOWER SYSTEMS INC.	1	3,530.70	-
VAN	50080	ACCURATE ALARMS LTD.	1	78.75	VAN	50080	ACCURATE ALARMS LTD.	1	78.75	-
VAN	50095	SUPER SAVE DISPOSAL IP	1	1,499.34	VAN	50095	SUPER SAVE DISPOSAL IP	1	1,499.34	-
VAN	50140	WESTERN SAFETY PRODI	1	130.10	VAN	50140	WESTERN SAFETY PRODI	1	130.10	-
VAN	50176	QUENCH CANADA INC.	1	532.22	VAN	50176	QUENCH CANADA INC.	1	532.22	-
VAN	50177	WESTWOOD TIRE SERVIC	1	6,420.76	VAN	50177	WESTWOOD TIRE SERVIC	1	6,420.76	-
VAN	50181	ROYAL CITY FIRE SUPPLIE	1	449.38	VAN	50181	ROYAL CITY FIRE SUPPLIE	1	449.38	-
VAN	50226	CANADIAN FREIGHTWAY	1	574.73	VAN	50226	CANADIAN FREIGHTWAY	1	574.73	-
VAN	50332	LEAVITT MACHINERY	1	242.43	VAN	50332	LEAVITT MACHINERY	1	242.43	-

VAN	50480 EARTHQUAKE INDUSTRIE	1	72.45	VAN	50480 EARTHQUAKE INDUSTRIE	1	72.45	-
VAN	50614 TEAM TUBE	1	2,037.00	VAN	50614 TEAM TUBE	1	2,037.00	-
VAN	50622 CARIBOU ROAD SERVICE	1	278.59	VAN	50622 CARIBOU ROAD SERVICE	1	278.59	-
VAN	50679 REDWOOD PLASTICS & R	1	955.50	VAN	50679 REDWOOD PLASTICS & R	1	955.50	-
VAN	50680 WORK TRUCK WEST	1	3,801.00	VAN	50680 WORK TRUCK WEST	1	3,801.00	-
VAN	50682 DURABODY IND. LTD.	1	36.75	VAN	50682 DURABODY INDUSTRIES	1	36.75	-
VAN	50692 SPI LOGISTICS	1	802.08	VAN	50692 SPI LOGISTICS	1	802.08	-
VAN	50693 TEAM EAGLE LTD.	1	287,595.00	VAN	50693 TEAM EAGLE LTD.	1	287,595.00	-
NWMR	5130 OMNITRANS INC.	1	531.17	NWMRK	5130 OMNITRANS INC.	1	531.26	0.09
REG	60218 GREGG DISTRIBUTORS C	1	312.10	REG	60218 GREGG DISTRIBUTORS C	1	313.91	1.81
MTL	30336 UPS CANADA	1	277.95	MTL	30336 UPS CANADA	1	281.17	3.22
	0	0	-	MTL	30258 PIECES D'AUTO HYMUS	1	7.70	7.70
REG	61630 SASKBATTERY	1	301.88	REG	61630 SASKBATTERY	1	310.18	8.30
MTN	30434 DESJARDINS CARD SERVI	1	565.42	MTN	30434 DESJARDINS CARD SERVI	1	575.00	9.58
	0	0	-	ALB	202007 BOSCH HYDRAULIC CONI	1	9.74	9.74
	0	0	-	REG	60066 NATIONAL BATTERIES AL	1	10.50	10.50
ALB	210010 JETCO HEAVY DUTY LIGH	1	241.48	ALB	210010 JETCO HEAVY DUTY LIGH	1	252.99	11.51
ALB	102001 B & E IND ELECTRONICS	1	30.16	ALB	102001 B & E IND ELECTRONICS	1	42.98	12.82
	0	0	-	ALB	102014 BOLT SUPPLY HOUSE LTC	1	12.83	12.83
	0	0	-	ALB	214003 NISKU DISPATCH LTD	1	15.75	15.75
	0	0	-	MTN	30643 E.A DELIVERIES	1	18.33	18.33
	0	0	-	ALB	103199 CALGARY POLICE SERVIC	1	20.00	20.00
	0	0	-	NWMRK	11437 BOLTS PLUS INC.	1	20.32	20.32
REG	60152 WIL-TECH	1	1,025.38	REG	60152 WIL-TECH	1	1,047.41	22.03
ALB	205005 EPCOR	1	375.55	ALB	205005 EPCOR	1	399.40	23.85
	0	0	-	ALB	216026 PITNEYWORKS	1	24.24	24.24
	0	0	-	ALB	216012 PITNEY BOWES LEASING	1	26.40	26.40
REG	61742 REGINA METAL WORKS	1	107.73	REG	61742 REG METAL WORKS	1	134.66	26.93
	0	0	-	MTN	30226 UPS CANADA	1	28.60	28.60
VAN	50260 ACE COURIER SERVICES	1	68.69	VAN	50260 ACE COURIER SERVICES	1	102.77	34.08
	0	0	-	ALB	215003 O'HARE SIGN CO.LTD.	1	36.75	36.75
MTL	30614 FASTENAL CANADA LTD.	1	316.26	MTL	30614 FASTENAL CANADA LTD.	1	353.61	37.35
	0	0	-	MTN	30149 FUNDY BEARINGS INC.	1	40.37	40.37
MTL	30467 HEBDRAULIQUE INC	1	101.18	MTL	30467 HEBDRAULIQUE INC	1	144.39	43.21
	0	0	-	ALB	201014 A R W TRUCK EQUIPMEN	1	44.13	44.13
	0	0	-	ALB	124002 XS HYDRAULICS	1	52.50	52.50
	0	0	-	MTN	30670 ROBERT STEEVES	1	60.00	60.00
	0	0	-	REG	61498 AIR LIQUIDE CANADA IN	1	62.43	62.43
	0	0	-	ALB	216024 POLAR MOBILITY RESEAF	1	64.84	64.84
	0	0	-	ALB	208018 HERCULES SLR INC	1	67.73	67.73

	0	0	-	MTN	30125 CITY OF MTN	1	68.30	68.30
REG	60098 MICHEL'S INDUSTRIES LT	1	674.50	REG	60098 MICHEL'S INDUSTRIES LT	1	746.64	72.14
	0	0	-	REG	60139 WAJAX INDUSTRIES	1	73.60	73.60
	0	0	-	MTL	30280 FIBRES JASZTEX INC.	1	74.73	74.73
REG	60054 FORT GARRY (REG) INDU	1	897.22	REG	60054 FORT GARRY (REG) INDU	1	972.61	75.39
	0	0	-	MTL	30306 TECHSPAN INDUSTRIES I	1	76.95	76.95
ALB	9249 TG INDUSTRIES LTD	1	505.30	ALB	9249 TG INDUSTRIES LTD	1	586.05	80.75
	0	0	-	VAN	S0700 TEXTRAIL TRAILER PARTS	1	84.68	84.68
MTL	30086 FAUCHER INDUSTRIES IN	1	1,379.76	MTL	30086 FAUCHER INDUSTRIES IN	1	1,468.90	89.14
	0	0	-	ALB	108014 HI-WAY 9 EXPRESS LTD.	1	89.17	89.17
MTN	30648 M.LEBLANC DELIVERIES	1	22.92	MTN	30648 M.LEBLANC DELIVERIES	1	114.62	91.70
	0	0	-	ALB	203001 CANADIAN FREIGHTWAY	1	92.87	92.87
REG	61464 SPRING SERVICE LTD	1	759.97	REG	61464 SPRING SERVICE LTD	1	855.98	96.01
	0	0	-	ALB	113025 MERX AT CEBRA INC.	1	96.59	96.59
ALB	206008 FLUIDSEAL (AB) INC	2	10.71	ALB	206008 FLUIDSEAL (AB) INC	1	108.16	97.45
	0	0	-	NSC	349 SECURTEK MONITORING	1	101.63	101.63
ALB	222007 VAN HOUTTE COFFEE SE	1	138.76	ALB	222007 VAN HOUTTE COFFEE SE	1	240.57	101.81
REG	61473 AUTO ELECTRIC SERVICE	1	126.25	REG	61473 AUTO ELECTRIC SERVICE	1	232.76	106.51
ALB	223027 WELDPRO LIMITED	2	75.40	ALB	223027 WELDPRO LIMITED	1	182.06	106.66
	0	0	-	MTN	30222 TRC Hydraulics Inc.	1	109.25	109.25
	0	0	-	VAN	50065 CANADIAN ASS. OF FLEE'	1	110.00	110.00
	0	0	-	REG	60082 SUPREME OFFICE PRODU	1	110.98	110.98
	0	0	-	NWMRK	11364 HOME DEPOT	1	111.29	111.29
ALB	212003 LGM HARDWARE LTD.	1	45.13	ALB	212003 LGM HARDWARE LTD.	1	157.22	112.09
	0	0	-	MTN	30137 DPT COMMUNICATIONS	1	112.70	112.70
VAN	50025 B C HYDRO	1	1,234.57	VAN	50025 B C HYDRO	1	1,354.59	120.02
	0	0	-	NWMRK	11497 BRASIER TRUCK SALES &	1	120.29	120.29
	0	0	-	ALB	207003 GENERAL BODY & EQUIP	1	125.67	125.67
	0	0	-	ALB	220009 TRACTION #561	1	125.87	125.87
VAN	50078 FORTIS B C	1	57.74	VAN	50078 FORTIS B C	1	185.27	127.53
NWMR	10168 KINEDYNE CANADA LTD.	1	1,054.75	NWMRK	10168 KINEDYNE CANADA LTD	1	1,183.08	128.33
	0	0	-	ALB	103182 CANYON RIGGING INC.	1	131.25	131.25
ALB	119029 SUPERIOR PROPANE INC	1	61.64	ALB	119029 SUPERIOR PROPANE INC	1	198.69	137.05
REG	61467 MAINLINE FLEET SERVICE	1	92.61	REG	61467 MAINLINE FLEET SERVICE	1	236.87	144.26
NWMR	10285 UPS CANADA	1	174.84	NWMRK	10285 UPS CANADA	1	319.57	144.73
	0	0	-	REG	61781 OMNITRANS INC.	1	146.09	146.09
	0	0	-	ALB	202021 BI-METAL INDUSTRIAL PI	1	154.22	154.22
VAN	50106 PUROLATOR	1	985.16	VAN	50106 PUROLATOR	1	1,141.17	156.01
	0	0	-	MTN	30515 APEX INDUSTRIES INC.	1	161.09	161.09
ALB	112121 LGM HARDWARE LTD	1	1,910.91	ALB	112121 LGM HARDWARE LTD	1	2,076.23	165.32

	0	0	-	NWMRK	10217 BOCK NORTH AMERICA I	1	170.00	170.00
	0	0	-	NWMRK	11292 MOBILE BUSINESS COMF	1	170.63	170.63
	0	0	-	REG	61441 JAY'S TRANSPORTATION	1	171.64	171.64
	0	0	-	ALB	220021 TRUCK ZONE	1	174.05	174.05
ALB	119039 SUPREME BASICS	1	398.78	ALB	119039 SUPREME BASICS	1	577.18	178.40
	0	0	-	NWMRK	10062 CDW CANADA INC.SEE 3	1	180.80	180.80
	0	0	-	VAN	50294 SS LASER TECH (BBY) LTC	1	191.44	191.44
	0	0	-	NSC	262 RSA TRAVEL INSURANCE	1	192.72	192.72
NWMR	10046 CAMFIL FARR INC.	1	1,765.82	NWMRK	10046 CAMFIL FARR INC.	1	1,960.86	195.04
	0	0	-	MTN	30714 BRO TILT LOAD LTD	1	195.50	195.50
	0	0	-	MTL	30808 GESTION MILI-CAM INC	1	201.21	201.21
	0	0	-	VAN	50413 VAN HINO TRUCK SALES	1	208.38	208.38
	0	0	-	VAN	50024 BANDSTRA TRANSPORTA	1	210.81	210.81
	0	0	-	VAN	50243 PITNEY BOWES	1	217.76	217.76
	0	0	-	MTN	30516 DRIVETEC	1	226.78	226.78
REG	61599 ABLE COURIER	1	528.16	REG	61599 ABLE COURIER	1	754.97	226.81
MTN	30077 VELVAC	1	164.36	MTN	30077 VELVAC	1	399.57	235.21
REG	5601 RUGBY MANUFACTURIN	1	119.37	REG	5601 RUGBY MANUFACTURIN	1	356.30	236.93
NSC	325 WILSON VUKELICH LLP	1	4,907.68	NSC	325 WILSON VUKELICH LLP	1	5,144.98	237.30
	0	0	-	ALB	207016 GENERAL BODY & EQUIP	1	237.48	237.48
	0	0	-	NWMRK	10721 MICHAEL NIMCHUK	1	240.28	240.28
	0	0	-	MTL	30170 MICCA PAINT 3695361 C	1	243.41	243.41
	0	0	-	MTN	30115 HERCULES SLR	1	245.51	245.51
	0	0	-	VAN	50547 LEVITT-SAFETY LTD.	1	249.38	249.38
	0	0	-	REG	61734 AARON PARASZCZYEC	1	252.39	252.39
MTN	30229 VAIL'S FABRIC SERVICES	1	638.35	MTN	30229 VAIL'S FABRIC SERVICES	1	893.69	255.34
	0	0	-	VAN	50029 DICK'S LUMBER	1	257.19	257.19
VAN	50424 ORKIN CANADA CORPOR	1	258.30	VAN	50424 ORKIN CANADA CORPOR	1	516.60	258.30
	0	0	-	NWMRK	11503 GAMBLE LOCK DOOR & S	1	264.99	264.99
MTL	30717 ALSCO LINEN & UNIFORM	1	242.60	MTL	30717 ALSCO LINEN & UNIFORM	1	509.55	266.95
	0	0	-	REG	60093 KINDERSLEY TRANSPORT	1	280.80	280.80
	0	0	-	MTL	30773 GROUPE TRANSCOL	1	283.42	283.42
	0	0	-	ALB	103028 CITY WIDE TOWING & RE	1	290.51	290.51
VAN	50603 QUALITY FIRST BUILDING	1	609.00	VAN	50603 QUALITY FIRST BUILDING	1	913.50	304.50
	0	0	-	ALB	213026 MRO INDUSTRIAL SUPPL	1	304.53	304.53
	0	0	-	MTL	30334 PRAXAIR CANADA INC	1	322.27	322.27
	0	0	-	ALB	101011 ADVANCE ENG PRODUCT	1	323.81	323.81
REG	60089 PUROLATOR INC.,	1	68.62	REG	60089 PUROLATOR INC.,	1	393.12	324.50
	0	0	-	ALB	213037 MICHEL'S INDUSTRIES LT	1	325.28	325.28
	0	0	-	ALB	106012 FORT GARRY INDUSTRIES	1	329.86	329.86

	0	0	-	NWMRK	11529 DYNACARE	1	329.96	329.96
	0	0	-	VAN	50066 DAMS FORD LINCOLN SA	1	332.99	332.99
	0	0	-	ALB	223029 WAJAX INDUSTRIAL COM	1	335.39	335.39
	0	0	-	VAN	50047 BISON WIRE ROPE COMF	1	357.90	357.90
NWMR	10053 CAPS'N PLUGS	1	360.70	NWMRK	10053 CAPS'N PLUGS	1	721.40	360.70
	0	0	-	MTN	30030 CONSOLIDATED FASTFRA	1	361.51	361.51
	0	0	-	MTN	30419 LIBERTY UTILITIES	1	363.18	363.18
	0	0	-	ALB	213015 MIKLYN MOBILE SERVICE	1	369.28	369.28
NWMR	11501 HEALTHY WATER SYSTEM	1	475.09	NWMRK	11501 HEALTHY WATER SYSTEM	1	852.68	377.59
	0	0	-	ALB	103190 CASCADE CAPITAL MACH	1	378.00	378.00
	0	0	-	REG	61542 CURTIS ADDISON	1	392.88	392.88
	0	0	-	VAN	5509 COLLINS-MANUFACTURI	1	399.00	399.00
	0	0	-	NSC	310 PCM CANADA	1	400.02	400.02
	0	0	-	ALB	103195 CALGARY BINZ INC	1	401.31	401.31
	0	0	-	MTN	5011 CERTIFIED CIRUS CONTR	1	414.36	414.36
	0	0	-	NWMRK	10933 MDS POWER INC.	1	420.00	420.00
ALB	9076 SWAPLOADER USA LTD.	1	156.43	ALB	9076 SWAPLOADER USA LTD.	1	584.98	428.55
VAN	50014 MESSER CANADA INC.	1	495.50	VAN	50014 MESSER CANADA INC.	1	934.42	438.92
ALB	103041 CONTINENTAL WIRE CLO	1	72.56	ALB	103041 CONTINENTAL WIRE CLO	1	520.91	448.35
	0	0	-	MTN	30475 ROGERS	1	451.75	451.75
	0	0	-	ALB	113009 MANUFACTURERS HEAL	1	466.20	466.20
	0	0	-	ALB	123027 WALECTRIC INDUSTRIES	1	504.40	504.40
	0	0	-	VAN	50704 VILLAGE OF CUMBERLAN	1	507.45	507.45
ALB	104054 DRIVELINE SPECIALTIES I	2	1,658.74	ALB	104054 DRIVELINE SPECIALTIES I	1	2,167.78	509.04
ALB	120199 TYCO INTEGRATED SECU	1	313.95	ALB	120199 TYCO INTEGRATED SECU	1	824.25	510.30
	0	0	-	ALB	201065 ANDIAMO ELECTRIC LTD	1	532.98	532.98
ALB	103087 CHARIOT EXPRESS	1	631.05	ALB	103087 CHARIOT EXPRESS	1	1,171.80	540.75
REG	60154 WAJAX POWER SYSTEMS	1	179.29	REG	60154 WAJAX POWER SYSTEMS	1	740.71	561.42
	0	0	-	VAN	50107 MANITOULIN TRANSPOR	1	583.42	583.42
REG	61750 RCAP LEASING	1	590.34	REG	61750 RCAP LEASING	1	1,180.68	590.34
	0	0	-	ALB	8049 AEBI SCHMIDT INTERNA	1	599.15	599.15
MTN	5506 JLG INDUSTRIES(JERR-DA	1	49,917.10	MTN	5506 JLG INDUSTRIES(JERR-DA	1	50,521.70	604.60
ALB	103076 CAR-TISTIC CREATIONS	1	1,732.50	ALB	103076 CAR-TISTIC CREATIONS	1	2,341.50	609.00
	0	0	-	MTL	30181 APDQ - ASSOCIATION DE	1	632.36	632.36
	0	0	-	ALB	201022 AIRTEK SYSTEMS	1	646.59	646.59
ALB	218037 RNR PORTABLE MACHIN	1	651.00	ALB	218037 RNR PORTABLE MACHIN	1	1,323.00	672.00
	0	0	-	NWMRK	11421 RONDEX	1	688.71	688.71
	0	0	-	ALB	109081 INDUSTRIAL POWER TOC	1	697.07	697.07
ALB	221001 UPS CANADA	1	12.00	ALB	221001 UPS CANADA	1	712.97	700.97
	0	0	-	NWMRK	11522 EQUIPMENT FDS	1	730.59	730.59

	0	0	-	NWMRK	10092 THE FLUID POWER HOUSE	1	731.56	731.56
REG	60043 CANADIAN LINEN SUPPL'	1	1,031.18	REG	60043 CANADIAN LINEN SUPPL'	1	1,763.92	732.74
	0	0	-	MTL	30294 PUROLATOR INC.	1	747.09	747.09
	0	0	-	ALB	102009 WASTE CONNECTIONS O	1	750.50	750.50
	0	0	-	MTN	30334 BUCHER HYDRAULICS CC	1	751.76	751.76
MTL	5000 BUYERS PRODUCTS COM	1	477.24	MTL	5000 BUYERS PRODUCT CO	1	1,230.80	753.56
	0	0	-	ALB	223011 WALELECTRIC INDUSTRIES	1	754.11	754.11
ALB	116019 PUROLATOR INC	2	247.34	ALB	116019 PUROLATOR INC	1	1,005.28	757.94
	0	0	-	NWMRK	10516 LANDSCAPE ONTARIO	1	765.01	765.01
NWMR	10136 GIN-COR INDUSTRIES INC	1	88,164.56	NWMRK	10136 GIN-COR INDUSTRIES INC	1	88,949.87	785.31
	0	0	-	ALB	101034 AZTEC MACHINE WORKS	1	787.50	787.50
	0	0	-	ALB	103175 CRESTVIEW ELECTRIC LTI	1	798.05	798.05
VAN	50097 BRESCO INDUSTRIES LTE	1	1,707.30	VAN	50097 BRESCO INDUSTRIES LTE	1	2,508.66	801.36
	0	0	-	ALB	219000 SNAP-ON TOOLS	1	809.92	809.92
	0	0	-	ALB	223013 WALTCO LIFT INC.	1	825.43	825.43
	0	0	-	ALB	203064 VALTERRA POWER	1	839.59	839.59
	0	0	-	REG	60143 SAF-HOLLAND CANADA I	1	844.33	844.33
	0	0	-	ALB	203029 CONTROL FLOW HYDRAL	1	846.68	846.68
	0	0	-	ALB	203052 CUSTOM TRUCK PARTS	1	852.39	852.39
	0	0	-	VAN	50705 CHAMPION COMMERCIA	1	853.48	853.48
	0	0	-	NWMRK	11118 CHAMPION COMMERCIA	1	883.21	883.21
ALB	119024 STANDEN'S LTD	1	1,347.35	ALB	119024 STANDEN'S LTD	1	2,242.48	895.13
	0	0	-	ALB	114010 NORCAN FLUID POWER	1	944.97	944.97
	0	0	-	ALB	119060 STAMCO SPECIALTY TOO	1	956.81	956.81
	0	0	-	MTL	30460 COMITE DE GESTION DE	1	961.15	961.15
	0	0	-	MTL	30362 ISOLATION UNIK INC.	1	977.29	977.29
ALB	105002 CAN WEST LEGACY INC	1	144.80	ALB	105002 CAN WEST LEGACY INC	1	1,125.30	980.50
ALB	115013 OE LOGISTICS	1	223.07	ALB	115013 OE LOGISTICS	1	1,211.85	988.78
NWMR	10964 HYDROLICO INTERNATIO	1	247.28	NWMRK	10964 HYDROLICO INTERNATIO	1	1,236.39	989.11
REG	60063 LORAAS' DISPOSAL SOUT	1	252.93	REG	60063 LORAAS' DISPOSAL SOUT	1	1,250.78	997.85
ALB	207009 GREGG DISTRIBUTORS CI	2	13,744.08	ALB	207009 GREGG DISTRIBUTORS CI	1	14,747.68	1,003.60
ALB	103102 CASCADIA METAL LTD.	1	2,106.30	ALB	103102 CASCADIA METAL LTD.	1	3,112.99	1,006.69
	0	0	-	ALB	108064 HERCULES FORWARDING	1	1,009.49	1,009.49
	0	0	-	MTL	30795 ULINE CANADA CORPOR.	1	1,019.15	1,019.15
	0	0	-	VAN	50245 SWS WARNING LIGHTS II	1	1,029.01	1,029.01
MTN	30412 VOLTIFLEX INNOVATIONS	1	256.08	MTN	30412 VOLTIFLEX INNOVATIONS	1	1,293.75	1,037.67
	0	0	-	VAN	5518 HARPER INDUSTRIES INC	1	1,051.03	1,051.03
	0	0	-	NSC	132 PITNEY WORKS	1	1,057.23	1,057.23
	0	0	-	NWMRK	11045 ROY FOSS CHEVROLET BI	1	1,060.12	1,060.12
	0	0	-	NWMRK	11506 BARRIE FRAME	1	1,064.12	1,064.12



VAN	50117 A J FORSYTH	1	6,018.48	VAN	50117 A J FORSYTH	1	7,097.62	1,079.14
MTL	30175 METAUX PROFUSION INK	1	455.02	MTL	30175 METAUX PROFUSION INK	1	1,537.96	1,082.94
	0	0	-	NWMRK	10023 ATLAS POLAR COMPANY	1	1,085.70	1,085.70
	0	0	-	VAN	50000 MOTION INDUSTRIES INC	1	1,122.96	1,122.96
VAN	50308 A & B SHUTTLE SERVICES	1	553.91	VAN	50308 A & B SHUTTLE SERVICES	1	1,717.52	1,163.61
	0	0	-	NWMRK	10296 VANGUARD STEEL LTD.	1	1,169.55	1,169.55
	0	0	-	VAN	50702 DINERS CLUB INTERNATI	1	1,175.96	1,175.96
MTN	30450 GROENEVELD LUBRICATI	1	47,908.32	MTN	30450 GROENEVELD LUBRICATI	1	49,115.82	1,207.50
	0	0	-	REG	60017 METARIS INC	1	1,210.50	1,210.50
	0	0	-	VAN	50571 HYTEK MECHANICAL INC	1	1,223.20	1,223.20
NWMR	10800 CREEKSIDE INSTALLATIO	1	3,121.06	NWMRK	10800 CREEKSIDE INSTALLATIO	1	4,365.19	1,244.13
ALB	111009 JUDY'S CARPET & CLEAN	1	1,155.84	ALB	111009 JUDY'S CARPET & CLEAN	1	2,410.89	1,255.05
ALB	9088 ONSPOT OF NORTH AME	1	349.58	ALB	9088 ONSPOT OF NORTH AME	1	1,606.60	1,257.02
ALB	9057 SNOWWAY INTERNATIONAL	1	2,596.04	ALB	9057 SNOWWAY INTERNATIONAL	1	3,869.99	1,273.95
VAN	50152 EVEREST	1	19,964.98	VAN	50152 EVEREST EQUIPMENT CC	1	21,242.88	1,277.90
NWMR	10263 SWS WARNING LIGHTS II	1	2,088.42	NWMRK	10263 SWS WARNING LIGHTS II	1	3,403.16	1,314.74
NSC	311 CDW CANADA INC.	1	1,889.81	NSC	311 CDW CANADA INC.	1	3,209.19	1,319.38
MTN	30370 MESSER CANADA INC	1	1,880.33	MTN	30370 MESSER CANADA INC	1	3,260.66	1,380.33
ALB	119100 SPARTA ENGINEERING	1	273.00	ALB	119100 SPARTA ENGINEERING	1	1,685.25	1,412.25
	0	0	-	NWMRK	5019 ROLL RITE LLC	1	1,423.13	1,423.13
	0	0	-	MTN	30716 NOVA TRUCK	1	1,437.50	1,437.50
	0	0	-	ALB	101200 CAMPUS ENERGY	1	1,437.77	1,437.77
	0	0	-	ALB	220007 THERMO KING WESTERN	1	1,448.67	1,448.67
	0	0	-	ALB	103097 CARGO BED INTERNATIO	1	1,453.20	1,453.20
	0	0	-	MTN	30197 ODYSSEY CLEANING SOLI	1	1,480.05	1,480.05
	0	0	-	NWMRK	10307 WES-GARDE COMPONENT	1	1,501.35	1,501.35
	0	0	-	REG	5614 METARIS INC.-HYDRAULI	1	1,531.56	1,531.56
ALB	114050 NEW LINE HOSE & FITTIN	1	339.99	ALB	114050 NEW LINE HOSE & FITTIN	1	1,888.95	1,548.96
	0	0	-	NWMRK	10265 STANLEY MANUFACTURI	1	1,562.57	1,562.57
VAN	50031 DIAMOND DELIVERY SER	1	916.61	VAN	50031 DIAMOND DELIVERY SER	1	2,485.48	1,568.87
	0	0	-	ALB	203077 CRANESMART SYSTEMS	1	1,572.18	1,572.18
	0	0	-	ALB	213006 MEGA-TECH	1	1,577.21	1,577.21
	0	0	-	MTL	30303 TFT-ALCO GROUP INC	1	1,590.77	1,590.77
	0	0	-	ALB	207012 GIN-COR INDUSTRIES INC	1	1,674.08	1,674.08
	0	0	-	ALB	106022 FAIRWAY TRANSPORTAT	1	1,680.00	1,680.00
	0	0	-	NSC	299 BELL CANADA	1	1,706.30	1,706.30
NSC	312 DNSnetworks CORPORAT	1	2,381.48	NSC	312 DNSnetworks CORPORAT	1	4,126.42	1,744.94
	0	0	-	VAN	50076 COAST WELDING SUP. &	1	1,745.66	1,745.66
	0	0	-	ALB	114004 REVOLUTION ENVIRONN	1	1,762.90	1,762.90
MTN	30402 MARITIME INDUSTRIAL F	1	19,403.16	MTN	30402 MARITIME INDUSTRIAL F	1	21,183.16	1,780.00

NWMR	10188 MISTER MECHANIC	1	4,379.49	NWMRK	10188 MISTER MECHANIC	1	6,198.78	1,819.29
ALB	220033 THE GEAR CENTRE	1	7,805.09	ALB	220033 THE GEAR CENTRE	1	9,625.95	1,820.86
ALB	123038 WURTH CANADA LIMITE	1	5,378.81	ALB	123038 WURTH CANADA LIMITE	1	7,206.68	1,827.87
MTN	30653 DENTS&STONES AUTOM	1	460.00	MTN	30653 DENTS&STONES AUTOM	1	2,300.00	1,840.00
MTN	30153 GOODFELLOW INC.	1	1,518.75	MTN	30153 GOODFELLOW INC.	1	3,474.56	1,955.81
	0	0	-	ALB	203075 CAMPUS ENERGY PARTN	1	1,965.81	1,965.81
	0	0	-	ALB	9079 PULLTARPS MFG	1	1,976.58	1,976.58
	0	0	-	ALB	101100 ACE MANUFACTURING II	1	2,045.87	2,045.87
ALB	223026 WURTH CANADA LIMITE	2	1,969.59	ALB	223026 WURTH CANADA LIMITE	1	4,045.62	2,076.03
MTN	5002 BUYERS PRODUCTS CO	1	1,192.66	MTN	5002 BUYERS PRODUCTS CO	1	3,313.17	2,120.51
	0	0	-	MTN	30377 NORCAN ALUMINUM INI	1	2,190.29	2,190.29
	0	0	-	ALB	222002 VMAC	1	2,258.85	2,258.85
	0	0	-	ALB	109015 INTERIOR OFFROAD EQU	1	2,323.67	2,323.67
MTN	30347 HYDRAULEX	1	23,900.46	MTN	30347 HYDRAULEX	1	26,255.55	2,355.09
	0	0	-	ALB	120004 THERMO KING WESTERN	1	2,370.58	2,370.58
	0	0	-	MTN	5033 WAUSAU EQUIPMENT C	1	2,407.57	2,407.57
	0	0	-	VAN	50623 CATALYS LUBRICANTS	1	2,419.68	2,419.68
VAN	50026 WASTE CONNECTIONS O	1	2,561.29	VAN	50026 WASTE CONNECTIONS O	1	4,984.63	2,423.34
NWMR	11071 STRADER TECHNOLOGIE!	1	10,901.69	NWMRK	11071 STRADER TECHNOLOGIE!	1	13,472.43	2,570.74
NWMR	11196 LAIRD TRANSPORTATION	1	13,752.11	NWMRK	11196 LAIRD TRANSPORTATION	1	16,340.94	2,588.83
	0	0	-	ALB	9250 VANAIR MANUFACTURIN	1	2,629.40	2,629.40
	0	0	-	ALB	101098 AUTO LIQUIDATORS CAL	1	2,677.50	2,677.50
ALB	101056 ADVANCED COATINGS	2	9,185.73	ALB	101056 ADVANCED COATINGS	1	11,876.14	2,690.41
	0	0	-	ALB	206017 FAIRWAY TRANSPORTAT	1	3,017.50	3,017.50
	0	0	-	REG	60072 SASKATCHEWAN POWER	1	3,089.33	3,089.33
VAN	50481 GOLDEN EARS	1	12,966.16	VAN	50481 GOLDEN EARS	1	16,066.23	3,100.07
NWMR	11387 MAXON LIFT CANADA, L'	1	3,171.91	NWMRK	11387 MAXON LIFT CANADA, L'	1	6,343.82	3,171.91
NWMR	11035 BRAVE TRANSPORT INC.	1	10,706.62	NWMRK	11035 BRAVE TRANSPORT INC.	1	13,966.37	3,259.75
	0	0	-	ALB	113086 MICHEL'S INDUSTRIES LT	1	3,284.87	3,284.87
	0	0	-	ALB	202019 BOSS LUBRICANTS	1	3,295.69	3,295.69
	0	0	-	VAN	5502 CVG ALABAMA, LLC	1	3,433.04	3,433.04
MTN	30217 TARP-RITE INC.	1	8,713.85	MTN	30217 TARP-RITE INC.	1	12,266.02	3,552.17
ALB	106005 FAUCHER INDUSTRIES IN	1	12,958.32	ALB	106005 FAUCHER INDUSTRIES IN	1	16,630.70	3,672.38
MTN	30681 THERMO KING EASTERN	1	29,056.52	MTN	30681 THERMO KING EASTERN	1	32,790.54	3,734.02
	0	0	-	ALB	101199 CAMPUS ENERGY	1	3,887.13	3,887.13
	0	0	-	ALB	120038 THERMEX ENGINEERED S	1	3,916.46	3,916.46
	0	0	-	MTN	30104 STELLAR INDUSTRIAL SAI	1	3,928.57	3,928.57
	0	0	-	VAN	5513 BUYERS PRODUCTS COM	1	3,984.68	3,984.68
	0	0	-	REG	60185 FAIRWAY TRANSPORTAT	1	3,990.00	3,990.00
	0	0	-	ALB	111002 KINDERSLEY TRANSPORT	1	4,034.57	4,034.57

	0	0	-	ALB	204004 DRIVE PRODUCTS INC	1	4,071.99	4,071.99
VAN	50098 FAUCHER INDUSTRIES IN	1	1,533.16	VAN	50098 FAUCHER INDUSTRIES IN	1	5,671.23	4,138.07
MTN	30277 APRIL SUPER FLO	1	2,518.73	MTN	30277 APRIL SUPER FLO	1	6,886.25	4,367.52
	0	0	-	VAN	50361 WURTH CANADA LIMITE	1	4,452.84	4,452.84
	0	0	-	MTL	30553 DRIVETEC MANUFACTUF	1	4,772.46	4,772.46
ALB	122003 VMAC	1	440.38	ALB	122003 VMAC	1	5,220.27	4,779.89
	0	0	-	NSC	244 FORD CREDIT CANADA L'	1	4,871.17	4,871.17
NWMR	10489 NORDSTRONG EQUIPME	1	6,220.99	NWMRK	10489 NORDSTRONG EQUIPME	1	11,540.07	5,319.08
	0	0	-	ALB	104004 DAVIDSON ENMAN LUM	1	5,590.70	5,590.70
	0	0	-	VAN	50087 MAGNUM TRAILER & EQ	1	5,616.45	5,616.45
	0	0	-	NWMRK	11375 D&L FIRE PROTECTION LI	1	5,756.22	5,756.22
NWMR	11177 KWIKSAVE LOGISTICS INK	1	4,187.54	NWMRK	11177 KWIKSAVE LOGISTICS INK	1	10,216.54	6,029.00
VAN	50122 GREGG DISTRIBUTORS	1	10,590.49	VAN	50122 GREGG DISTRIBUTORS CI	1	16,675.82	6,085.33
VAN	50191 TRIDENT FREIGHT LOGIS'	1	19,900.00	VAN	50191 TRIDENT FREIGHT LOGIS'	1	26,350.00	6,450.00
	0	0	-	ALB	120036 TRIPLE C RUBBER AND PI	1	6,579.88	6,579.88
	0	0	-	MTN	30425 MYLES MUMFORD	1	6,580.52	6,580.52
	0	0	-	NWMRK	10676 LASER AGE	1	6,991.54	6,991.54
				Blank	SUPPLIER MASTER NOT FOUND	1	7,156.06	7,156.06
ALB	118052 RYERSON CANADA INC.	2	7,105.08	ALB	118052 RYERSON CANADA INC.	1	14,713.08	7,608.00
VAN	50461 VMAC	1	1,399.50	VAN	50461 VMAC	1	9,365.13	7,965.63
	0	0	-	ALB	9039 AGILITY LOGISTICS CO	1	8,130.00	8,130.00
NWMR	10275 TECHSPAN INDUSTRIES I	1	9,013.40	NWMRK	10275 TECHSPAN INDUSTRIES I	1	17,216.09	8,202.69
	0	0	-	NWMRK	11119 VENTURE CHEM INC	1	8,307.28	8,307.28
ALB	9019 BUYERS PRODUCT CO	1	442.08	ALB	9019 BUYERS PRODUCT CO	1	8,887.86	8,445.78
	0	0	-	MTN	30708 VISUALIIZ MANAGEMEN'	1	8,625.00	8,625.00
ALB	205019 EVEREST EQUIPMENT CC	1	2,003.37	ALB	205019 EVEREST EQUIPMENT CC	1	10,889.74	8,886.37
MTN	30287 BEAU-ROC	1	2,289.46	MTN	30287 BEAU-ROC	1	11,360.26	9,070.80
	0	0	-	REG	61463 DRIVE PRODUCTS (CALG.	1	9,087.23	9,087.23
NWMR	10411 BEAU-ROC	1	4,893.97	NWMRK	10411 BEAU-ROC	1	14,800.78	9,906.81
NWMR	5000 BUYERS PRODUCTS CO.	1	30.00	NWMRK	5000 BUYERS PRODUCT CO	1	10,293.02	10,263.02
	0	0	-	ALB	218005 REID ELECTRIC & EQUIPA	1	11,478.16	11,478.16
	0	0	-	VAN	5507 SWAPLOADER USA LTD	1	11,573.10	11,573.10
	0	0	-	MTN	30713 SNT SOLUTIONS INC	1	11,883.79	11,883.79
VAN	50192 WALTCO LIFT INC.	1	97.14	VAN	50192 WALTCO LIFT INC.	1	12,688.62	12,591.48
	0	0	-	ALB	123031 WALTCO LIFT INC.	1	13,016.53	13,016.53
	0	0	-	ALB	204077 DHOLLANDIA LIFTGATES	1	13,078.89	13,078.89
	0	0	-	VAN	5508 PULLTARPS MFG.	1	13,290.66	13,290.66
	0	0	-	ALB	111006 KUEHNE & NAGEL	1	15,500.00	15,500.00
MTN	30245 TRC MANUFACTURING	1	50,608.63	MTN	30245 TRC MANUFACTURING	1	67,326.46	16,717.83
	0	0	-	MTN	30717 SUSPENSIONS & RESSOR	1	17,438.45	17,438.45

ALB	7124	ARCTIC SNOWPLOW	1	7,045.56	ALB	7124	ARCTIC SNOWPLOW	1	24,956.55	17,910.99
ALB	214012	NOR-MAR INDUSTRIES L	1	793.05	ALB	214012	NOR-MAR INDUSTRIES L	1	20,126.33	19,333.28
VAN	5500	SWENSON SPREADER CC	1	1,299.18	VAN	5500	SWENSON SPREADER CC	1	23,978.55	22,679.37
NWMR	11368	FASTENAL CANADA NEW	1	10,718.63	NWMRK	11368	FASTENAL CANADA	1	33,778.10	23,059.47
	0		0	-	VAN	50222	STEEL CONTAINER SYSTE	1	25,631.56	25,631.56
	0		0	-	ALB	119025	SWS WARNING SYSTEMS	1	25,936.30	25,936.30
	0		0	-	NWMRK	11169	TREBOR MANUFACTURIN	1	26,055.60	26,055.60
VAN	50698	THE GEAR CENTRE	1	2,393.73	VAN	50698	THE GEAR CENTRE	1	29,256.01	26,862.28
ALB	7122	NRC INDUSTRIES INC.	2	35,280.38	ALB	7122	NRC INDUSTRIES INC.	1	64,158.00	28,877.62
ALB	102038	BEAU-ROC INC.	1	35,474.47	ALB	102038	BEAU-ROC	1	70,064.87	34,590.40
	0		0	-	ALB	202014	BOSCH REXROTH CANAD	1	35,087.92	35,087.92
NSC	336	GIN-COR INDUSTRIES INC	1	598,988.70	NSC	336	GIN-COR INDUSTRIES INC	1	635,384.74	36,396.04
VAN	50136	HI-LITE TRUCK ACCESSOI	1	341.25	VAN	50136	HI-LITE TRUCK ACCESSOI	1	38,994.75	38,653.50
NWMR	11349	DURABODY INDUSTRIES	1	344,037.28	NWMRK	11349	DURABODY INDUSTRIES	1	383,051.66	39,014.38
	0		0	-	ALB	102027	BOSCH REXROTH CANAD	1	48,725.17	48,725.17
	0		0	-	VAN	50189	ARCTIC EQUIPMENT MA'	1	50,602.26	50,602.26
ALB	9056	EFFER/SOL.GE S.p.A.	1	152,830.33	ALB	9056	EFFER S.p.a	1	252,749.58	99,919.25
	0		0	-	ALB	7123	NRC INDUSTRIES INC.	1	114,405.11	114,405.11
NWMR	11476	210 HARRY WALKERS HC	1	24,783.79	NWMRK	11476	210 HARRY WALKERS HC	1	219,570.72	194,786.93
	0		0	-	ALB	9247	NEXT HYDRAULICS	1	198,285.00	198,285.00

DEL EQUIPMENT INC.  
Applicant

Court File No. CV-19-629552-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**RESPONDING MOTION RECORD OF THE  
RESPONDING PARTY,  
GIN-COR INDUSTRIES INC.  
*Returnable May 5, 2020***

**KAGAN SHASTRI LLP**  
Lawyers  
188 Avenue Road  
Toronto ON M5R 2J1

**Rahul Shastri (33475V)**  
P. (416) 368-2100 ext. 223  
F. (416) 324-4200  
E. [rshastri@ksllp.ca](mailto:rshastri@ksllp.ca)

**David Winer (39330D)**  
P. (416) 368-2100 ext. 225  
F. (416) 324-4202  
E. [dwiner@ksllp.ca](mailto:dwiner@ksllp.ca)

Lawyers for the Respondent,  
Gin-Cor Industries Inc.