

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

LAPLANTE WELDING OF CORNWALL INC.

Respondent

FIRST REPORT OF THE RECEIVER

DATED JANUARY 16, 2019

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EXHIBITS

- A Appointment Order of the Honourable Mr. Justice Calum MacLeod of the Ontario Superior Court of Justice dated November 29, 2018
- B Notice and Statement of Receiver dated December 5, 2018
- C Certificate of appointment issued by the Office of the Superintendent in Bankruptcy on December 3, 2018
- D **Confidential** – Auction Proposal of Infinity Asset Solutions dated December 14, 2018
- E Equipment list
- F Invoices from Raymond Chabot Inc. issued to Kimco Steel Sales Limited
- G CWB National Leasing Inc. leases
- H Wells Fargo Equipment Finance Company lease
- I Soloway Wright LLP opinion letter dated January 14, 2019 on validity of National Leasing security in Total Station
- J Soloway Wright LLP opinion letter dated January 14, 2019 on validity of National Leasing security in Software
- K Soloway Wright LLP opinion letter dated January 14, 2019 on validity of Wells Fargo security
- L **Confidential** – Appraisal by Platinum Asset Appraisals dated September 7, 2018
- M **Confidential** – Comparative analysis of offers
- N Notice of Seizure of Rents dated November 30, 2018
- O Statement of Receipts and Disbursements for the period from November 29, 2018 to January 11, 2019
- P Affidavit of Stanley Loiselle of Raymond Chabot Inc. sworn January 14, 2019
- Q Affidavit of Roxanne Chapman of Soloway Wright sworn January 16, 2019

INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated November 29, 2018 (the “**Appointment Order**”), Raymond Chabot Inc. (“**RCI**”) was appointed as the receiver (the “**Receiver**”) of all the assets, undertakings and properties of Laplante Welding of Cornwall Inc. (the “**Company**”) acquired for or used in relation to its business operations (the “**Property**”). The Appointment Order is attached hereto as **Exhibit A**.
2. The Appointment Order authorizes the Receiver to, among other things, take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - a. without the approval of the Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - b. with the approval of the Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amounts set out in the preceding clause.
3. Shortly following the issuance of the Appointment Order, the Receiver issued a Notice and Statement of the Receiver (“**Notice to Creditors**”) pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the Company. The Notice to Creditors is attached hereto as **Exhibit B**.
4. The Appointment Order, together with the Notice to Creditors and this first report to the Court (the “**First Report**”) have been posted on the Receiver’s website at <https://www.raymondchabot.com/en/public-records/>.
5. Subsequent to the issuance of the Appointment Order, the Company filed a voluntary assignment in bankruptcy on December 3, 2018, with RCI also acting as the Licensed Insolvency Trustee. The Certificate of Appointment is attached hereto as **Exhibit C**.

PURPOSE OF REPORT

6. The purpose of this First Report is to:
 - a. provide a summary of the Receiver's activities to date;
 - b. provide details of the marketing activities undertaken by the Receiver with respect to the sale of the assets owned or used by the Company in its business operations; and
 - c. provide the Court with the evidentiary basis to make an Order:
 - i. authorizing and directing the Receiver to enter into and carry out the terms of the net minimum guarantee auction proposal from Infinity Asset Solutions ("**Infinity**") dated December 14, 2018 and attached hereto as **Confidential Exhibit D**, between the Receiver as Vendor and Infinity, together with any further amendments thereto reasonably deemed necessary by the Receiver, and vesting in Infinity title to the assets more particularly described in **Exhibit E** attached hereto;
 - ii. issuing a Sealing Order sealing certain documents containing details of the transactions relating to the equipment appraisal and auction proposals given that they contain information that could taint the potential market for the sale of the Company's Property if made public;
 - iii. approving the sale of steel inventory to Kimco Steel Sales Limited ("**Kimco**") as outlined in the invoices attached hereto as **Exhibit F**;
 - iv. approving the release of equipment subject to lease agreements with CWB National Leasing Inc. ("**National Leasing**"), being a 2015 Trimble RTS773 Robotic Total Station ("**Total Station**") and all related instruments, as well as the ProNest 2017 software ("**Software**"). Copies of the leases are attached hereto as **Exhibit G**;
 - v. approving the release of equipment subject to a lease agreement with Wells Fargo Equipment Finance Company ("**Wells Fargo**"), being a 2013 PC-1000 Plasma machine with all attachments and accessories ("**Plasma Table**"), a copy of which lease is attached hereto as **Exhibit H**;
 - vi. approving the activities and conduct of the Receiver and of its counsel as described in this First Report including, without limitation, the steps taken by the Receiver pursuant to the marketing and sales process of certain assets of the Company subject to the auction proposal; and

- vii. approving the Receiver’s Interim Statement of Receipts and Disbursements for the period of November 29, 2018 to January 11, 2019 and approving the professional fees of the Receiver and its legal counsel set out herein and authorizing the Receiver to pay all such fees and disbursements from available funds.

TERMS OF REFERENCE

- 7. In preparing this First Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Company’s books and records, discussions with former management of the Company, and information from third-party sources (collectively, the “**Information**”). Except as described in this First Report:
 - a. the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - b. the Receiver has prepared this First Report in its capacity as a Court-appointed officer to support the Court’s approval of the sale of certain assets of the Company and the other relief being sought. Parties using the First Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes.
- 8. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.
- 9. Unless otherwise provided, all other capitalized terms not otherwise defined in this First Report are as defined in the Appointment Order.

BACKGROUND

10. The Company is an Ontario corporation which operated a metal fabrication shop and installation service from the leased premises located at 200 St-Georges Street West, Alexandria, Ontario, where its head office and place of business is located.
11. As at the date of the Appointment Order, the sole director of the Company was Kevin Laplante.
12. The Company had filed a Notice of Intention to file a Proposal on August 20, 2018. It ceased operating its installation division in the ordinary course of business prior to the date of the Appointment Order. The Company had ongoing projects with Dymon Storage which were subject to several construction lien claims and was unable to recover sufficient money to continue operating this division. The Company did not have access to working capital to allow it to maintain its operations.

TAKING POSSESSION AND SAFEGUARDING ASSETS

13. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
 - a. Established the Receiver's website and issued the Notice to Creditors in respect of the Company;
 - b. Reviewed available books and records;
 - c. Arranged for the backing up of all financial information;
 - d. Arranged for the recovery of all keys for the Company's leased premises;
 - e. Prepared a detailed list of equipment (including known leased and 3rd party assets) located at the Premises based on available records;
 - f. Insured all assets of the Company for \$1,555,950 and obtained commercial general liability coverage of \$10,000,000;
 - g. Made inquiries of the landlord with respect to the leased premises and the status of payments required pursuant to the terms of the lease;
 - h. Made arrangements to retain certain employees to complete work-in-progress and ship orders to customers;
 - i. Followed up on the processing of ROE and T4 slips for the former employees of the Company; and

- j. Obtained the required information from the Company and issued notices to the former employees of the Company regarding the rights to submit claims pursuant to the *Wages Earners Protection Program Act*.

VETTING OF THE NATIONAL LEASING SECURITIES

14. Legal counsel for the Receiver has prepared and provided the Receiver with legal opinions regarding the validity and enforceability of the security interests of National Leasing, copies of which are attached hereto as **Exhibit I** and **Exhibit J**.
15. Based on this legal opinion, it appears that National Leasing's securities are valid and enforceable as against the Total Station and Software.

VETTING OF THE WELLS FARGO SECURITY

16. Legal counsel for the Receiver has prepared and provided the Receiver with a legal opinion regarding the validity and enforceability of the security interest of Wells Fargo, a copy of which is attached hereto as **Exhibit K**.
17. Based on this legal opinion, it appears that Wells Fargo's security is valid and enforceable as against the Plasma Table.

MARKETING AND SALE PROCESS

18. Shortly following the issuance of the Appointment Order, the Receiver received an offer of \$0.25/lb for the estimated 400,000 pounds of steel inventory on hand from Kimco, for an estimated sale price of \$100,000. Given the composition of the remaining steel inventory, the Receiver believes this was a fair and reasonable offer since going rates range from \$0.06 to \$0.60/lb based on the type and weight of steel and concluded the sale to Kimco as authorized by the Appointment Order.

19. The Receiver obtained liquidation proposals from three qualified and reputable commercial liquidators that all had an opportunity to view the assets. The Receiver also received an offer from Kimco to purchase substantially all of the Company's assets. Kimco had been in discussions with the Company and Royal Bank of Canada prior to the Appointment Order and has knowledge of the assets and operations of the Company.
20. The Receiver relied on an appraisal of the Company's assets prepared by Platinum Asset Appraisals ("**Platinum**") dated September 7, 2018, a copy of which is attached hereto as **Confidential Exhibit L**, to prepare a comparative analysis of the offers received by the Receiver, which analysis is attached hereto as **Confidential Exhibit M**.
21. The Receiver confirmed with Platinum that the appraisal assumed that all of the Company's equipment was in good working order and certified, which the Receiver has since confirmed with Platinum is not the case. As such, the Receiver believes that the liquidation value of the assets is likely on the lower end of the range provided in the appraisal.
22. Certain assets included in the Platinum appraisal have no equity and the Receiver will be seeking approval to release them to the lessors of the assets in issue. These assets include the Total Station and Software leased by National Leasing, and the Plasma Table leased by Wells Fargo. The appraised value of these assets is approximately \$170,000, whereas the amounts owed to the lessors exceed \$313,000.
23. The Receiver recommends that the Court authorize and direct the Receiver to accept and complete the sale of the assets of the Company for the following reasons:
 - a. the net minimum guarantee auction proposal received from Infinity, attached hereto as **Confidential Exhibit D**, provides a greater net realization (before professional fees) compared to the other offers received from liquidators and from Kimco;
 - b. no better offer was forthcoming from the other liquidators or from Kimco;
 - c. the auction proposals and offers received are in a form acceptable to the Receiver and its legal counsel; and
 - d. this transaction is, in the view of the Receiver, superior to other options available to the Receiver and will result in better net realizations, which will better benefit the Company's stakeholders.

LEASED PREMISES

24. As outlined above, the Company operated from leased premises located at 200 St-Georges Street West, Alexandria, Ontario.
25. Further to the Appointment Order, the Receiver contacted the landlord to make arrangements for the payment of occupation rent of \$15,000 per month and approximately \$15,000 per month in utilities.
26. On November 30, 2018 the Receiver received a Notice of Seizure of Rents from Business Development Bank of Canada's ("**BDC**") legal counsel attached hereto as **Exhibit N**. As such, the Receiver has issued payment of occupation rent to BDC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

27. Attached as **Exhibit O** is the Statement of Receipts and Disbursements for the receivership of the Company for the period from November 29, 2018 to January 11, 2019 (the "**Receivership Period**"). As at January 11, 2019, the closing cash balance was \$4,218.92.
28. Total receipts of \$33,710.50 for the Receivership Period are comprised mostly of accounts receivable collections.
29. Total cash disbursements for the Receivership Period of \$29,491.58 were primarily comprised of:
 - e. \$15,000.00 of occupation rent;
 - f. \$3,910.69 for the cost of labour to complete work in progress; and
 - g. \$8,400.14 for the cost of labour for loading the steel inventory for shipment to Kimco.

PROFESSIONAL FEES

30. The Receiver, and its legal counsel, Soloway Wright LLP ("**SW**"), have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraph 17 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before this Honourable Court and were granted a Receiver's Charge over the Property.

31. The total fees of the Receiver during the period ended January 5, 2019 amount to \$65,562.50 plus harmonized sales tax (“**HST**”) of \$8,523.13 totalling \$74,085.63. The time spent by the Receiver is more particularly described in the Affidavit of Stanley Loiselle, sworn January 14, 2019 (the “**Loiselle Affidavit**”) in support hereof and attached hereto as **Exhibit P**.
32. The total legal fees incurred by the Receiver during the period ended January 15, 2019 for services provided by SW amount to \$7,420.00 (inclusive of HST) together with disbursements in the sum of \$499.00 and HST of \$981.49 for a total amount of \$8,900.49. The time spent by SW personnel is more particularly described in the Affidavit of Roxanne Chapman, sworn January 16, 2019 (the “**Chapman Affidavit**”) in support hereof and attached hereto as **Exhibit Q**.
33. The Receiver is of the view that the fees and disbursements set out in the fee affidavits are reasonable in the circumstances.

RECEIVER’S RECOMMENDATIONS

34. For the reasons set out above, the Receiver recommends that the Court make an Order:
 - h. authorizing and directing the Receiver to enter into the terms of the net minimum guarantee auction proposal from Infinity, together with any amendments thereto reasonably deemed necessary by the Receiver, and vesting title in the Company’s assets in and to Infinity free and clear of any encumbrances;
 - i. issuing a Sealing Order sealing **Confidential Exhibits D, L and M** from the public record;
 - j. approving the sale of the steel inventory to Kimco;
 - k. approving the release of the Total Station and Software to National Leasing, and the Plasma Table to Wells Fargo;
 - l. approving the activities and conduct of the Receiver and its counsel as described in this First Report including, without limitation, the steps taken by the Receiver pursuant to the sale of certain assets of the Company;
 - m. approving the Receiver’s Interim Statement of Receipts and Disbursements for the period from November 29, 2018 to January 16, 2019; and
 - n. approving the professional fees and disbursements of the Receiver and its legal counsel set out in the Loiselle Affidavit and the Chapman Affidavit and authorizing the Receiver to pay all such fees and disbursements from available funds.

All of which is respectfully submitted at Ottawa, Ontario this 16th day of January 2019.

RAYMOND CHABOT INC.

Receiver of the assets, undertakings and properties of Laplante Welding of Cornwall Inc.,
and not in its personal capacity.

A handwritten signature in black ink, appearing to read 'Stanley Loiselle', written in a cursive style.

Per:

Stanley Loiselle, CIRP, LIT

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THURSDAY, THE 29TH DAY
MR. JUSTICE CALUM MACLEOD) OF NOVEMBER, 2018.

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

LAPLANTE WELDING OF CORNWALL INC.

Respondent

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Raymond Chabot Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondent (hereinafter the "Debtor") acquired for, or used in relation to the Debtor's operations, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

ON READING the Affidavit of Wajahat Mahmood, sworn on October 16, 2018 and the Exhibits thereto, the Factum and Authorities of the Applicant, on hearing the submissions of counsel for the parties, no one appearing on behalf of any other creditors on the Service List although duly served as appears from the Affidavits of Service of André A. Ducasse and of Roxanne Chapman, sworn on October 19, 2018 and on reading the consent of the Receiver dated October 16, 2018 to act as the Receiver in respect of the assets of the Debtor referred to

herein, and reading the Debtor's October 30, 2018 consent to the issuance of this Receivership Order,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Raymond Chabot Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties (the "Property") of the Debtor acquired for, or used in relation to the Debtor's business operations.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and

to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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

(i) without the approval of this Court in respect of any transaction not exceeding \$ 500,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1. million and

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

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

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

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating

to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

PIPEDA

13. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

19. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

GENERAL

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

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

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

26. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

ENTERED AT OTTAWA
INSCRIT A OTTAWA
ON/LE NOV 29 2018
DOCUMENT # 0411
IN BOOK NO. 73-13
AU REGISTRE NO. 73-13



THE HONOURABLE MR. JUSTICE CALUM MACLEOD

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Raymond Chabot Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 29TH day of November, 2018 (the "Order") made in an action having Court file number CV-18-00078176-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

DATED the _____ day of _____, 20____.

[_____]

By: _____
Name:
Title:
Debtor/Firm:

ROYAL BANK OF CANADA
Applicant

- and -

LAPLANTE WELDING OF CORNWALL INC.
Respondent

Court File No. CV-18-00078176-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding Commenced at Ottawa

ORDER

SOLOWAY WRIGHT LLP

Lawyers

700-427 Laurier Avenue West

Ottawa ON K1R 7Y2

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(613) 236-0111 telephone

(613) 238-8507 facsimile

Lawyers for the Applicant

Box 379



Raymond Chabot inc.

**Affiliated Company of
Raymond Chabot Grant Thornton**
General Partnership
Suite 1000
116 Albert Street
Ottawa (ON) K1P 5G3
Phone: (613) 236-5678
Fax: (613) 236-9817
www.raymondchabot.com

NOTICE OF RECEIVER
Sec. 245 (1) and 246 (1)
of the Bankruptcy and Insolvency Act

In the matter of the receivership of the property of Laplante Welding of Cornwall Inc.

Take notice that:

1. On the 29th day of November 2018, the undersigned RAYMOND, CHABOT INC. became a receiver in respect of the property of Laplante Welding of Cornwall Inc., an insolvent company, which is described below:
 - Inventory
 - Equipment
 - Accounts receivable
 - All other assets of the company
2. The undersigned became a receiver in respect of the property described above pursuant to an order issued by the Ontario Superior Court of Justice on application of the secured creditor, Royal Bank of Canada.
3. The undersigned took possession and control of the property described above on the 29th day of November 2018.

4. The following information relates to the receivership:

Address of insolvent company:	200 St-Georges St. West Alexandria, ON, K0C 1A0
Principal line of business:	Steel fabrication and installation
Location of Business:	Same as above
Amount owed to the Royal Bank of Canada:	\$1,929,276

Contact person for receiver: Mathieu Loiselle
116 Albert Street, Suite 1000
Ottawa, Ontario, K1P 5G3
Telephone number: (613) 317-2423
Fax number: (613) 236-9817
Email: Loiselle.Mathieu@rcgt.com

Also take notice that enclosed on **Schedule "A"** are:

- summary of the debtor's assets and the appraised value;
- the intended plan of realization;
- the name of each creditor of the debtor and amount owed to those creditors;

Dated at Ottawa, this 5th day of December 2018.

RAYMOND CHABOT INC.

Per: 
Stanley Loiselle, CIRP, LIT

SCHEDULE "A"

SUMMARY OF ASSETS

Description	Estimated Value	Basis for Value
Inventory	\$ 100,000.00	Liquidation
Equipment	2,746,650.00	Book Value
Accounts Receivables	156,900.00	Book Value
Total Assets	<u>\$ 2,903,550.00</u>	

INTENDED PLAN OF REALIZATION

The assets will be sold either privately, by tender or by public auction as soon as possible.

THE LIST OF CREDITORS (ATTACHED)

Creditor List

Raymond Chabot Inc.

Date of Report: 05/12/2018

Laplante Welding of Cornwall Inc. File: 367387-002

IT - Ottawa

Generated By: Mathieu Loiseau

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	2480367 Ontario Inc. 5216 Ste-Catherine Street PO box 396, St. Isidore, Ontario, K0C2B0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$68,285.28	\$0.00	\$0.00	N
U	407 ETR PO Box 407 STN D, Scarborough, Ontario, M1R5J8, Canada	Account 834304686	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,330.04	\$0.00	\$0.00	N
U	730 Permit Services Inc. BOX 755, Cardinal, Ontario, K0E1E0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$303.97	\$0.00	\$0.00	N
U	A & E Industries P.O.Box 1027, Saint Lazare, Quebec, J7T2Z7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$878.15	\$0.00	\$0.00	N
U	Access Mast Climbers 2575 Deisotto, Unit F, Ottawa, Ontario, K1T3V6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$574.33	\$0.00	\$0.00	N
U	Action Scaffold Services 7151 Fir Tree Drive, Mississauga, Ontario, L5S1G4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$392.70	\$0.00	\$0.00	N
U	Agence du Revenu du Canada Attn: Centre d'arrivages de l'insolvabilité du Québec 4695, boul. de Shawinigan-Sud, Shawinigan, Quebec, G9P5H9, Canada	RT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$65,018.32	\$0.00	\$0.00	N
U	Agence du Revenu du Canada Attn: Centre d'arrivages de l'insolvabilité du Québec 4695, boul. de Shawinigan-Sud, Shawinigan, Quebec, G9P5H9, Canada	RP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$203,786.10	\$0.00	\$0.00	N
U	AGENT SYLVER BOND 003 INC. 2090 Rue Notre Dame Ouest Bureau 1b, Victoriaville, Quebec, G6T2E1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Alquire Cranes Inc 5 Hall Street, Cornwall, Ontario, K6K0A8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6,562.48	\$0.00	\$0.00	N
U	Amcan Jumar 175 Sunpac Blvd, Unit 1, Brampton, Ontario, L6S6E4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$13,259.98	\$0.00	\$0.00	N
U	ATCO Structure & Logistics 115 Peacekeepers Drive SW, Calgary, Alberta, T3E7X4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,754.17	\$0.00	\$0.00	N
U	AutoMak Assembly Inc 1190 Arrowhead Ct., Crown Point, Indiana, 46307, USA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$19,069.49	\$0.00	\$0.00	N
U	Banque de Développement du Canada 700 Silver Seven Road Suite 100, Ottawa, Ontario, K2V 1C3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	BDI P.O. Box 4100 PO A, Etobicoke, Ontario, M9C0A8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,782.85	\$0.00	\$0.00	N
U	Bell Canada BOX 9000 Don Mills Station, North York, Ontario, M3C2X7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$9,186.39	\$0.00	\$0.00	N
U	BELL MOBILITY PO Box 11095 STN Centre Ville, Montreal, Quebec, H3C5E7, Canada	525232488	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$4,296.68	\$0.00	\$0.00	N
U	Benson Truck and Trailer 680 Tollgate Road, Cornwall, Ontario, K6H0B9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6.04	\$0.00	\$0.00	N
U	BGM Services 692 route de Mansonville, Mansonville, Quebec, J0E1X0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$5,650.00	\$0.00	\$0.00	N
U	Bleu Crystal 467 Rue Domaine-Lauzon, Saint-Faustin-Lac-Carré, Quebec, J0T1J2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Bowman Steel Management Inc. 2027 Kingsgrove Crescent, Gloucester, Ontario, K1J6E9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$14,690.00	\$0.00	\$0.00	N
U	Buidling Point 618 Cure Boivin, Boisbriand, Quebec, J7G2A7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$29,261.82	\$0.00	\$0.00	N
U	BW Haggart Crane Rentals 557 Dixon Road Unit 123, Toronto, Ontario, M9W6K1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,166.55	\$0.00	\$0.00	N
U	Canadian Inst. Of Steel Const. 3760 14th Ave Suite 200, Markham, Ontario, L3R3T7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$7,291.89	\$0.00	\$0.00	N
U	Canadian Metal Buildings Inc. 8377 English Church Road, Mount Hope, Ontario, L0R1W0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$10,596.58	\$0.00	\$0.00	N
U	Canam Building and Structures Inc. 1739 Drew Rd., Mississauga, Ontario, L5S1J5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$864,585.00	\$0.00	\$0.00	N
U	Chico & Jo Trophies and Sportswear 106 Main St. S. Box 1583, Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,348.63	\$0.00	\$0.00	N
U	Choice Distribution 425 D Fourth Street West, Cornwall, Ontario, K6J2S7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$562.45	\$0.00	\$0.00	N
U	CINTAS Canada Limited C/O C3005 PO BOX 2572 STN M, Calgary, Alberta, T2P3L4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$197.34	\$0.00	\$0.00	N

Creditor List

Date of Report: 05/12/2018

Laplante Welding of Cornwall Inc. File: 367387-002

IT - Ottawa

Generated By: Mathieu Loisel

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	Cleland Jardine Engineering Ltd. 580 Terry Fox Drive, Suite 200, Kanata, Ontario, K2L4B9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,695.00	\$0.00	\$0.00	N
U	Construction Market Data Group LB T9951C PO Box 9510 Stn A, Toronto, Ontario, M5W2K3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$524.77	\$0.00	\$0.00	N
U	Controlled Automation Inc. PO Box 888, Bryant, Arkansas, 72089, USA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$57.73	\$0.00	\$0.00	N
U	Cooper Rentals Canada 6335 Edwards Blvd, Mississauga, Ontario, L5T2W7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$408,722.79	\$0.00	\$0.00	N
U	Corbec Inc. 201-1, rue Provost, Lachine, Quebec, H8S4H2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Cornwall & The Counties Community Futures Development Corporation 850 Boundary Road, Suite 9, South Glengarry, Ontario, K6J 7P6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Cropac Equipment Inc. 1007 South Service Rd. West, Oakville, Ontario, L6L6R3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,474.15	\$0.00	\$0.00	N
U	Demo Plus 17631 County Rd 44 RR #1, Long Sault, Ontario, K0C1P0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6,683.95	\$0.00	\$0.00	N
U	DRILLMEX CUTTING TOOLS INC. 2105 rue Bombardier, Sainte-Julie, Quebec, J3E2N1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,829.75	\$0.00	\$0.00	N
U	DULUX (ICI Paints Colour Your World) 1307 Brookdale Ave., Cornwall, Ontario, K6J5B3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$83.19	\$0.00	\$0.00	N
U	Dynamic Hosting PO Box 51035, Halifax, Nova Scotia, B3M4R8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$541.44	\$0.00	\$0.00	N
U	Eastern Welding Ltd. 6857 Richmond Rd., Summerstown, Ontario, K0C2E0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$4,462.94	\$0.00	\$0.00	N
U	EASTLINK PO BOX 8720, Halifax, Nova Scotia, B3K5M4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$370.90	\$0.00	\$0.00	N
U	Emard Bros.Lumber Co. Ltd. P. O. Box 365, Cornwall, Ontario, K6H5T1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Empire Life 1600A-600 de Maisonneuve Blvd. W., Montreal, Quebec, H3A3J2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$22,617.47	\$0.00	\$0.00	N
U	Enbridge PO Box 644, Scarborough, Ontario, M1K5H1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$15,272.62	\$0.00	\$0.00	N
U	Equipment Sales & Service Limited 1030 Martin Grove Road, Toronto, Ontario, M9W4W3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$7,443.40	\$0.00	\$0.00	N
U	Esso/Imperial Oil BOX 1250, North York, Ontario, M3C3G6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$15,293.85	\$0.00	\$0.00	N
U	Falco Steel Fabricators Inc 323 Deerhurst Drive, Brampton, Ontario, L6T5K3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$55,336.10	\$0.00	\$0.00	N
U	Fastenal Ind. & Const. Supplies 860 Trillium Dr Suite 118, Kitchener, Ontario, N2R1K4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	FICEP CORPORATION 2301 Industry Court, Forest Hill Ind. Park, Forest Hill, Maryland, 21050, USA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$32,666.83	\$0.00	\$0.00	N
U	Future Office Products 34 Eighth St. West, Cornwall, Ontario, K6J2Z2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,514.75	\$0.00	\$0.00	N
U	G.C. Fire Protection 70 Park Ave, PO Box 376, Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	GE Canada Equipment Financing 2300 Meadowvale Blvd. Suite 100, Mississauga, Ontario, L5N 5P9, Canada	9717688001	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Goldie Mohr Ltd. PO Box 34009 3862 Moodie Drive, Ottawa, Ontario, K2J5B1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6,881.70	\$0.00	\$0.00	N
U	Grand Financial Management (Andre Transport) 16-8750 Jane St, Vaughan, Ontario, L4K2M9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$8,576.70	\$0.00	\$0.00	N
U	Hamster PO Box 456, Napanee, Ontario, K7R3P5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$174.63	\$0.00	\$0.00	N
U	Hicks Morley Hamilton Stewart Storie LLP 77 King St W 39th box 371, TD Centre, Toronto, Ontario, M5K1K8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,687.09	\$0.00	\$0.00	N
U	Hilti (Canada) Corporation PO Box 4206 Stn A, Toronto, Ontario, M5W5L5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$10,397.25	\$0.00	\$0.00	N
U	Home Hardware 3524 Highway #34, Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$22,392.68	\$0.00	\$0.00	N

Creditor List

Raymond Chabot Inc.

Date of Report: 05/12/2018

Laplante Welding of Cornwall Inc. File: 367387-002

IT - Ottawa

Generated By: Mathieu Loiseau

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	Hubert Sabourin Inc. 135, Rue Sandfield, Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$16,642.45	\$0.00	\$0.00	N
U	Hydro One PO Box 4102 STN A, Toronto, Ontario, M5W3L3, Canada	200074106654 & 200010212047	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$32,879.55	\$0.00	\$0.00	N
U	Insulated Panel Structures Inc. 52 Mill St S PO Box 87, Waterdown, Ontario, L0R2H0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$24,000.00	\$0.00	\$0.00	N
U	International Paint C/O T9660 PO Box 9660 STN A, Toronto, Ontario, M5W1P8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$19,922.06	\$0.00	\$0.00	N
U	Ivybridge Steel Construction Inc. 18 Ivybridge Drive, Brampton, Ontario, L6V2X2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$9,401.60	\$0.00	\$0.00	N
U	J M Hauling 5660 Power Dam Dr, Long Sault, Ontario, K0C1P0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$45.20	\$0.00	\$0.00	N
U	John Pyke Enterprises 4615 Avonmore Rd, Lunenburg, Ontario, K0C1R0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$22,600.00	\$0.00	\$0.00	N
U	Johnston Beaudette 55 Water Street West, suite 20, Cornwall, Ontario, K6J1A1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$16,950.00	\$0.00	\$0.00	N
U	Kimco Steel Ltd. 1325 John Counter Blvd. Box 300, Kingston, Ontario, K7L4W1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,051,085.50	\$0.00	\$0.00	N
U	Kingspan Insulated Panels Ltd. PO Box 4090 STN A, Toronto, Ontario, M5W0E9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$30,000.00	\$0.00	\$0.00	N
U	Larin Sheet Metal 171 South Branch Rd, Cornwall, Ontario, K6H0C, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$33.90	\$0.00	\$0.00	N
U	Linde Canada Limited PO BOX 15687 Station A, Toronto, Ontario, M5W1C1, Canada	15687	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$60,878.38	\$0.00	\$0.00	N
U	London Life Insurance Co 1450-2001 Robert Bourassa Blvd, Montreal, Quebec, H3A1T9, Canada	Pension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$30,631.49	\$0.00	\$0.00	N
U	London Life Insurance Co. PO Box 5200 STN CTR CSC, London, Ontario, N6A5E2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,619.18	\$0.00	\$0.00	N
U	MacEwen Petroleum Inc. Box 100, Maxville, Ontario, K0C1T0, Canada	105991	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$7,379.45	\$0.00	\$0.00	N
U	Machitech 225 Boulevard Bona-Dussault, Saint-Marc-des-Carières, Quebec, G0A4B0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,350.35	\$0.00	\$0.00	N
U	MasterLift INC. 2899 Plymouth Drive, Oakville, Ontario, L6H6G7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6,124.60	\$0.00	\$0.00	N
U	McCann Equipment Ltd. 10255 Cote de Liesse, Dorval, Quebec, H9P1A3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$10,311.36	\$0.00	\$0.00	N
U	McDougall Energy Inc. 421 Bay Street, SAULT Sainte-MARIE, Ontario, P6A1X3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$7,323.43	\$0.00	\$0.00	N
U	McIntosh Automotive Centre Inc. 10471 HWY #7 Unit E, Carleton Place, Ontario, K7C3P2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Metalium 4020 Garand Street, Laval, Quebec, H7L5C9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$182,210.17	\$0.00	\$0.00	N
U	Metalltech Omega 1735 St-Elzear Blvd. West, Laval, Quebec, H7L3N6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,782.14	\$0.00	\$0.00	N
U	Miller Mobile Offices 1732 Dundas Highway East, Mississauga, Ontario, L4X1L8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,387.33	\$0.00	\$0.00	N
U	Minister of Finance 33 King St. W, PO BOX 620, Oshawa, Ontario, L1H8E9, Canada	Ont/EHT 100-947-224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$21,681.76	\$0.00	\$0.00	N
U	Ministry of Community and Social Services P.O. Box 2204, Station P, Downsview, Ontario, M5S3E9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Mobie MecElder Inc. 10250 Hyndman Rd RR #2, Mountain, Ontario, K0E1S0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,019.83	\$0.00	\$0.00	N
U	National Leasing Group Inc. 1525 Buffalo Place, Winnipeg, Manitoba, R3T1L9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Norsab Inc. 3982 Deguire Street, RR#2, Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$33,887.92	\$0.00	\$0.00	N
U	Novexco 950 Place Paul-Kane, Laval, Quebec, H7C2T2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$527.73	\$0.00	\$0.00	N
U	ORAPI North America Ltd. 7521 Henri Bourassa East, Montreal, Quebec, H1E1N9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$156.08	\$0.00	\$0.00	N

Creditor List

Raymond Chabot Inc.

Date of Report: 05/12/2018

Laplante Welding of Cornwall Inc. File: 367387-002

IT - Ottawa

Generated By: Mathieu Loisel

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	P.J. Machinage 1381 Rte Cite Des Jeunes, Saint Lazare, Quebec, J7T2B8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,816.97	\$0.00	\$0.00	N
U	P38 Energy 683 Chemin Larocque, Salabery de Valleyfield, Quebec, J6T4E1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$46.71	\$0.00	\$0.00	N
U	Pacific Steel Inc. 845 Munck, Laval, Quebec, H7S1A9, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$433,245.09	\$0.00	\$0.00	N
U	Paris Holdings 800 Second Street West, Cornwall, Ontario, K6J1H6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$66,134.90	\$0.00	\$0.00	N
U	Platinum Power Group 390 Edgeley Blvd Unit 29, Concord, Ontario, L4K3Z6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,623.25	\$0.00	\$0.00	N
U	Precision Bolts 12770 Brault Street, Mirabel, Quebec, J7J0W3, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$25,546.22	\$0.00	\$0.00	N
U	Profile Deck and Shear Studs Ltd 1703 Concession # 10, Duntroon, Ontario, L0M1H0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$77,760.95	\$0.00	\$0.00	N
U	Promax Machinerie Inc. 2632 Boulevard Jacques-Cartier Est, Longueuil, Quebec, J4N1P8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$990.45	\$0.00	\$0.00	N
U	Purolator Inc. PO Box 4800 Stn. Main, Concord, Ontario, L4K0K1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$41.96	\$0.00	\$0.00	N
U	Questor Financial Corp 675 Cochrane Dr East Tower 6th floor, Markham, Ontario, L3R0B8, Canada	software	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	R & B Trucking Inc. 4780 Frank Kenny Road, Vars, Ontario, K0A3H0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,734.60	\$0.00	\$0.00	N
U	R. S. I. Industrial Supply Co. 2851 Marleau Ave, Cornwall, Ontario, K6H7B6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6,421.19	\$0.00	\$0.00	N
U	R.C. Holdings 215 Saunders Drive, Cornwall, Ontario, K6H5R6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,373.00	\$0.00	\$0.00	N
U	Red-D-Arc Limited P.O. Box 4269, Postal Station A c/o TH0046C, Toronto, Ontario, M5W5V4, Canada	TH0046C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$24,187.20	\$0.00	\$0.00	N
U	Regional Crane Rentals Ltd. 1409 Cyrville Road, Gloucester, Ontario, K1B3L7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$14,173.04	\$0.00	\$0.00	N
U	Rome Logistics 100 Campbell Ave Unit 2, Kitchener, Ontario, N2H4X8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$5,644.35	\$0.00	\$0.00	N
U	Romeo's Service Center 19 Linsley East, Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,289.92	\$0.00	\$0.00	N
U	Royal Bank of Canada Attn: Wajahat Mahmood 222 Bay St. 24th Floor, Toronto, Ontario, M5K 1G8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,929,276.00	\$0.00	\$0.00	N
U	Russel Metals Inc. 6600 Financial Drive, Mississauga, Ontario, L5N7J6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$63,138.98	\$0.00	\$0.00	N
U	RVA Steel Works Ltd. 419 Main ST. N., Alexandria, Ontario, K0C1A0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$158.20	\$0.00	\$0.00	N
U	Ryan Computer Services 983 Sydenham Road, Kingston, Ontario, K7M3L8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,004.57	\$0.00	\$0.00	N
U	Scaffold - Fast 1500 Michael St, Ottawa, Ontario, K1B3S1, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$56.50	\$0.00	\$0.00	N
U	SELECTONE PAINTS LIMITED 30 GAIL GROVE, North York, Ontario, M9M1M4, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$11,051.22	\$0.00	\$0.00	N
U	Shaver-Kudell MFG. Inc. 19192 Hay Rd. PO Box 9649, Summerstown, Ontario, K0C2E0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$610.20	\$0.00	\$0.00	N
U	Steel Plus Network LLC PO Box 25030, Truro, Nova Scotia, B2N7B8, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$10,714.51	\$0.00	\$0.00	N
U	Sun Life Financial 227 King Street South, Waterloo, Ontario, N2A 4J5, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Tecrane Service 3399 Valance Road, Apple Hill, Ontario, K0C1B0, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,160.07	\$0.00	\$0.00	N
U	Telus Mobility P.O. Box 5300, Burlington, Ontario, L7R4S8, Canada	18015174	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$549.93	\$0.00	\$0.00	N
U	Trailer Wizards Ltd 4649 Hastings Street, Burnaby, British Columbia, V5C2K6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$5,728.54	\$0.00	\$0.00	N

Creditor List

Raymond Chabot Inc.

Date of Report: 05/12/2018

Laplante Welding of Cornwall Inc. File: 367387-002

IT - Ottawa

Generated By: Mathieu Loiseau

T	Creditor's Name and Address	Ref No	170 Report	Material Change	Amended Payments	Meeting Requested	Amount Declared	Amount Filed	Amount Admitted	CS
U	Uni-Tech Inspection Services LTD. 6727 Purcell Road, South Glengarry, Ontario, K6H7T6, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$669.53	\$0.00	\$0.00	N
U	United Way of Stormont Dundas Glengarry PO Box 441, Cornwall, Ontario, K6H5T2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	UserBase Systems Inc. 160 Terrance Mathews Crescent Unit F2, Nepean, Ontario, K2M0B2, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$5,500.17	\$0.00	\$0.00	N
U	W.O. Stinson & Son Ltd. 4728 Bank Street, Gloucester, Ontario, K1T3W7, Canada		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3,853.39	\$0.00	\$0.00	N
U	Wells Fargo Equipment Finance Company 1290 Central Parkway W Suite 1100, 11th Floor, Mississauga, Ontario, L5C4R3, Canada	Plasma Table	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1.00	\$0.00	\$0.00	N
U	Workplace Safety & Insurance Board PO Box 4115, Station A, Toronto, Ontario, M5W2V3, Canada	Acc't # 4463129 200	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$72,155.27	\$0.00	\$0.00	N
Unsecured			Sub count of creditors		124	Sub Total		\$6,332,043.25	\$0.00	\$0.00
Total count for all creditors				124	Grand Total		\$6,332,043.25	\$0.00	\$0.00	



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of: ONTARIO
Division No.: 12 - Ottawa
Court No.: 33-2411625
Estate No.: 33-2411625

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Bankruptcy of:
Laplante Welding of Cornwall Inc.
Debtor

RAYMOND CHABOT INC.
Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$*,***

Date and time of bankruptcy: December 3, 2018, 16:05
Date of trustee appointment: December 3, 2018
Meeting of creditors: December 20, 2018, 10:00
116 Albert Street, Suite 1000
Ottawa, ONTARIO

Chair: Trustee

CERTIFICATE OF APPOINTMENT Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned debtor, in respect of whom a notice of intention was filed under section 50.4 or a proposal filed under section 62, subsequently filed prior to Court approval, an assignment under section 49 of the Bankruptcy and Insolvency Act;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

E-File / Dépôt électronique

Official Receiver

Place Bell Canada, 160 Elgin Street, 11th Floor, Suite B-100, Ottawa, ONTARIO,
K2P 2P7, 877/376-9902

Canada

Laplante Welding - Equipment Listing

Equipment Description	VIN or S/N
2000 75 ton Crane	sn:F2J0-2906/vin:1F9F2T029YL028906
90 ton Crane	Serial# N4K1-2263
DLR 4000 Self Disconnect System	1005085
Johnson 4 Sheave 60 ton Lifting Block	11-2453
2007JCB 508C Forklift	serial #: 1290483
2007 JCB Quick Connect Hyd Fork Attachment	n/a
Ingersoll VR-843, 8000# Forklift	167840
Ingersoll Rand Hydraulic Swivel Quick Attach Forks	n/a
(4) Site Tool Containers 20' long	n/a
2012 Combi Lift Model CL20080LC47	serial#18768 Mod#CL20080LC47
2003 Combi lift Model C8000-15	9625
Cat Forklift model GC40kSTR	AT870064Z
Demag 30 ton crane, Serial 62759	62759
Demag 10 ton crane, Serial 63493	63493
300', 30 ton crane rail beams.	n/a
400' 10 ton crane rail	n/a
8, 30 ton crane columns	n/a
9, 10 ton crane columns	n/a
325' Crane electrical bus bar	n/a
8, 10/30 ton columns	n/a
7 ton Transcrane	
Kone Crane XL100, 2 ton Capacity	MF07LA104-130294018-1PG65 NR689470
Omega Forklift Model 4DH14Q62UP	S/N OM217ML14 (CI)
30 ton Cambering Machine	n/a
Nelson Stud Welder 4000	
Landis-Maiden MB Series Threader	2-1/2" size 8349
Hypertherm Power Max 1250 G3 Series Hand Plasma	1250-021380
Miller Delta Weld 452 Welding Machine	MB80S0617U, 903394-01-13, Deltaweld 452
Miller 22A Wire Feeder	MC120098V
Miller XMT 350 CC/CV Welder	LG240073A
Miller 22A Wire Feeder	LH030033W
Miller Deltaweld 452 Welder	MD230051C
Miller 22A Wire Feeder	LF344301
Red D Arc Extreme 360 Welder	LK121053A
Miller Deltaweld 452 Welder	MC070659U
Miller 22A Wire Feeder	LG231176W
Red D Arc Extreme 360 Welder	LJ100337A
Lincoln Electric LF-72 Wire Feeder	
Miller Deltaweld 452 Welder	MC070661U
Miller 22A Wire Feeder	LG181069W
Miller Deltaweld 452 Welder	MD230053C
Miller 22A Wire Feeder	MC130372V
Miller XMT 350 CC/CV	LH160463A
Miller 22A Wire Feeder	LF284063
Miller XMT 350 CC/CV Welder	LH160462A
Miller 22A Wire Feeder	LF344032

Laplante Welding - Equipment Listing

Equipment Description	VIN or S/N
Lincoln CV-4000 Welder	C1000200282
Lincoln Wire Feeder	
Lincoln Idealarc CV-400	310580
Lincoln LN-7 Wire Feeder	U1071106953
Lincoln CV-400 Welder	311684
Lincoln LN-9 Wire Feeder	U1071106956
Lincoln LF-72 Wire Feeder	
Rigid 535 Threader	n/a
Alfra Rotabest Midi 50/50 Mag drill	50120746
Controlled Automations Plasma/Torch BTL1063 - 1040	01-073
Controlled Automation AngleMaster ASBL-100	02-023
Piranha Shear and Punch	801W16320
TCA-25 ERLO Pedestal Drill	
Acme S20A Bandsaw	10187163
E899 2009 Ficep Drill Type 1001 DFB	
E899 - 2009 Ficep 65' power exit rollers.	
E899 - 2009 Ficep Saw Serial 32187	
E899 - 2009 Ficep 65' In Feed Power roller benches.	n/a
E951 Spinblast Wheelabrator	
V223 2008 International ProStar Premium	2HSCUAPT99C077938
T764, 2002 Manac Tandem extendable trailer.	2M512146521084700
E765, 2002 Load King 53' tandem.	2LDPF5328A037232
V221 1999 International 9200	2HSFMAXR2XC044598
V222 1993 Frieghtliner	2FUW3LYA9PA432514
E766 2002 LoadKing 53' Tandem	2LDPF53262A037228
2002 LoadKing 53' Tandem	2LDPF53262A037231
2002 LoadKing 53' Tandem	2LDPF53282A037229
2002 LoadKing 53' Tandem	2LDPF53242A037230
2003 Manac 48' tri-axle	2M513146831091848
Graco Xtreme 33:1 paint system	208356
Joy Twistair Compressor	111612
Empire Abrasive Portable Sandblaster	350
14" Evalution Cutting Saw	
ALMI Belt Coper	
Rockwell Press Drill	G-14314
ATRA ACE UOJ-3500 Mag Drill	3000062003

Laplante Welding - Equipment Listing

Equipment Description	VIN or S/N
MISC SITE TOOLS per below	
Wild LNA2L Rotary Lazer	n/a
Skidmore Bolt and Tension Gun Calibrator	17255
Lincoln IdealArc 250 Electric Welder	24907
Miller Suitcase X-Treme12VS Welder	n/a
Thermal Arc 110 Welder	n/a
Tone Shear Wrench S-90EZ	n/a
Tone Shear Wrench S-90EZ	n/a
Tone Shear Wrench S-90EZ	n/a
Misc. Shop Tools per below	
Graco - King Paint System	207647
DeWalt Radial Arm Saw and table.	
2 Metal Strapping Despcncers	
Pneutorque Air Wrench	n/a
Hilti DX 460 Nail Gun	
Miller Mighty Light Retractable Life Lines	n/a
Hilti Screw Gun Stand Up Applicators.	n/a
Gulco Rod Oven	n/a
Gulco Rod Oven	n/a
Gulco Rod Oven	n/a
Makita 5402NA IMP Cutting Saw	13526A
Makita 5" Grinders	
Hand Deck Crimpers	n/a
Bessy Clamps	n/a
Powerfist Hand Torque Wrench	n/a
Hilti DD 200 Core Drill	n/a
Hilti Water Supply Pressure Reservoir	n/a
Hilti Pressure Pump	n/a
Hilti Portable Drill Mounting Stand	n/a
Hilti Diamond Tip Bits 1/2" up to 8" Diameter.	n/a
Hilti DD 100 Core Drill	n/a
Hilti Pressure Pump	n/a
Hilti DD100 mounting brackets	PA370
Hilti DD100 Core Drill Stand	n/a
Scissor Deck Crimper	n/a
Tufx BI 135 Hand Cement Mixer	n/a
Torch Carts	n/a
Hilti Rotary Lasers	
Hilti DX860-HSN Nail Gun	4664
Hilti DX 869 HSN Nail Gun	
2 ton Chanfall	n/a
Two Ton Chain Falls	n/a
Idealarc 250 AC Welder	235977
Beetle IK12 Robotic Cutting Torch	405312
WH Drill Press	84085
Hydraulic Transfere Table Drive Motor and Hydraulic Tank	

Laplante Welding - Equipment Listing

Equipment Description	VIN or S/N
Kleton Straping Dispenser	
T028-Champion Generator	14NOV2200623
DeWalt 5" Hand Grinders	
chain pullers 1.5 ton, 1, chain puller 3 tons.	n/a
Tiger Torches	
Victor Rose Bud Torch c/w hoses.	n/a
13" Porter Skill Saw	
Arc Gouging Torches	n/a
Bessy Clamp	n/a
DeWalt 7" Grinders	
Air Descalers	
Victor Torch, Hose, Gages	n/a
T1004 Alfra Rotabest Mag Drill	50120746
Makita 5" Grinders	
3 Sets of 3/8" Hoisting Chain 15' Long	n/a
1/2" Lifting Chain 15' Long	n/a
Samuel Packaging Dispensor	n/a
Delta 10" Tilting Arbor Saw	180782
Ladders 6' Long	n/a
9 " Alfra Rotaspeed Steel Saw	
14" DeWalt Metal Chop Saw	
Office Equipment	
Vehicles	
2013 Chev Silverado (149,596 KM)	3GCPKSE70DG227586
2008 Chevrolet Uplander	1GN DU23178D149748
2013 Passat (272,507 KM)	1VW CN7A31DC064338
2011 Ford F-150 Supercrew 4X4	1FTFW1ET2BFC54407
2007 Land Rover HSE (159,531 KM)	SALMF15407A243547
2009 Chev Silverado	1GCEK19J99Z265705
2013 Toyota Prius	JTDKN3DU3D1697866
2010 Econ 085 trailer	5NHUEDT27A1063726



Raymond Chabot inc.

Affiliated Company of
Raymond Chabot Grant Thornton
General Partnership
Suite 1000
116 Albert Street
Ottawa (ON) K1P 5G3
Phone: (613) 236-5678
Fax: (613) 236-9817
www.raymondchabot.com

IN THE MATTER OF THE RECEIVERSHIP OF LAPLANTE WELDING OF CORNWALL INC.

INVOICE

ISSUE CERTIFIED CHEQUE TO : **Raymond Chabot Inc.**

Date : December 12, 2018

Sold to : Kimco Steel Sales Ltd.

Address : 1325 John Counter Blvd. BOX 300, Kingston, Ontario, K7L 4W1

Quantity (lb)	Description	Unit price	Total
78730.13	Load #1 - December 4, 2018	0.25 \$	19,682.53 \$
61293.32	Load #2 - December 5, 2018	0.25 \$	15,323.33 \$
60181.80	Load #3 - December 7, 2018	0.25 \$	15,045.45 \$
78127.88	Load #4 - December 11, 2018	0.25 \$	19,531.97 \$
			- \$
			- \$
			- \$
			- \$
		SUB-TOTAL	69,583.28 \$
	HST N° 102971025RT0002 (13%)		9,045.83 \$
		Total	78,629.11 \$
		Amount to pay	78,629.11 \$



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0001

From

Laplante Welding of Cornwall Inc. (Alexandria)

200 St. Georges St. W
 Alexandria ON K0C 1A0

Attn: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 04/Dec/18

Deliver by:

Total qty loaded: 38

Total wt loaded: 78,730.13lb

Directions:

Customer:

Reference: Load#1

FOB point:

Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L1		W 14x26 350W	40' 2"	1,044.33lb	1,044.33lb
1	L2		W 14x26 350W	35' 1"	912.17lb	912.17lb
1	L3		W 8x24 350W	40' 0"	960.00lb	960.00lb
1	L4		W 10x22 350W	50' 2"	1,103.67lb	1,103.67lb
1	L5		W 14x43 350W	42' 4"	1,820.33lb	1,820.33lb
1	L6		S 6x12.5 350W	38' 0"	475.00lb	475.00lb
1	L7		W 21x83 350W	60' 0"	4,980.00lb	4,980.00lb
4	L8		W 18x46 350W	55' 0"	2,530.00lb	10,120.00lb
1	L9		W 16x40 350W	60' 0"	2,400.00lb	2,400.00lb
1	L10		W 14x53 350W	45' 0"	2,385.00lb	2,385.00lb
1	L11		W 10x45 350W	50' 0"	2,250.00lb	2,250.00lb
2	L12		W 14x61 350W	60' 0"	3,660.00lb	7,320.00lb
1	L13		W 14x61 350W	55' 0"	3,355.00lb	3,355.00lb
1	L14		W 5x19 350W	40' 4"	766.33lb	766.33lb
1	L15		W 24x55 350W	50' 1-1/2"	2,756.87lb	2,756.87lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L16		W 24x104 350W	49' 8-1/2"	5,169.67lb	5,169.67lb
1	L17		W 21x44 350W	50' 1"	2,203.67lb	2,203.67lb
1	L18		W 12x16 350W	40' 0"	640.00lb	640.00lb
1	L19		W 8x10 350W	45' 0"	450.00lb	450.00lb
1	L20		W 8x18 350W	40' 0"	720.00lb	720.00lb
1	L21		W 24x84 350W	40' 7"	3,409.00lb	3,409.00lb
1	L22		W 21x44 350W	40' 0"	1,760.00lb	1,760.00lb
1	L23		W 18x35 350W	48' 7"	1,700.42lb	1,700.42lb
1	L24		W 18x35 350W	48' 6"	1,697.50lb	1,697.50lb
1	L25		W 18x35 350W	48' 6"	1,697.50lb	1,697.50lb
1	L26		W 24x55 350W	41' 4"	2,273.33lb	2,273.33lb
1	L27		W 21x50 350W	30' 8"	1,533.33lb	1,533.33lb
1	L28		W 21x50 350W	29' 10"	1,491.67lb	1,491.67lb
1	L29		W 8x18 350W	16' 0"	288.00lb	288.00lb
1	L30		W 8x18 350W	20' 3"	364.50lb	364.50lb
1	L31		W 16x26 350W	50' 0"	1,300.00lb	1,300.00lb
1	L32		W 14x22 350W	45' 5"	999.17lb	999.17lb
1	L33		W 18x86 350W	35' 3"	3,031.50lb	3,031.50lb
1	L34		W 12x136 350W	39' 4-1/4"	5,352.17lb	5,352.17lb

38**Total wt:****78,730.13lb**



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0002

From

Laplante Welding of Cornwall Inc. (Alexandria)

200 St. Georges St. W
 Alexandria ON K0C 1A0

Attn: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 05/Dec/18

Deliver by:

Total qty loaded: 74

Total wt loaded: 61,293.32lb

Directions:

Customer:

Reference: Load#2

FOB point:

Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L35		W 14x48 350W	27' 0"	1,296.00lb	1,296.00lb
1	L36		W 18x40 350W	35' 1-1/2"	1,405.00lb	1,405.00lb
1	L37		W 18x40 350W	35' 2-1/2"	1,408.33lb	1,408.33lb
1	L38		W 18x40 350W	35' 1-1/2"	1,405.00lb	1,405.00lb
1	L39		W 18x40 350W	43' 2"	1,726.67lb	1,726.67lb
1	L40		W 24x68 350W	21' 2-1/2"	1,442.17lb	1,442.17lb
1	L41		W 24x68 350W	19' 9-1/2"	1,345.83lb	1,345.83lb
1	L42		W 24x68 350W	19' 0"	1,292.00lb	1,292.00lb
1	L43		W 14x48 350W	18' 7"	892.00lb	892.00lb
1	L44		W 8x40 350W	30' 5"	1,216.67lb	1,216.67lb
1	L45		W 16x36 350W	23' 1"	831.00lb	831.00lb
1	L46		W 16x36 350W	17' 2"	618.00lb	618.00lb
1	L47		W 16x36 350W	17' 0"	612.00lb	612.00lb
1	L48		W 16x31 350W	16' 11"	524.42lb	524.42lb
1	L49		W 18x55 350W	28' 8"	1,576.67lb	1,576.67lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L50		W 16x40 350W	26' 11"	1,076.67lb	1,076.67lb
1	L52		W 16x57 350W	23' 8-1/4"	1,350.19lb	1,350.19lb
1	L53		W 14x48 350W	26' 2"	1,256.00lb	1,256.00lb
1	L54		W 14x48 350W	26' 2"	1,256.00lb	1,256.00lb
1	L55		W 12x26 350W	29' 1-1/2"	757.25lb	757.25lb
1	L56		W 18x46 350W	24' 3"	1,115.50lb	1,115.50lb
1	L57		W 21x55 350W	24' 4"	1,338.33lb	1,338.33lb
1	L58		W 18x40 350W	22' 4-1/2"	895.00lb	895.00lb
1	L59		W 24x55 350W	19' 2"	1,054.17lb	1,054.17lb
1	L60		W 12x26 350W	27' 8"	719.33lb	719.33lb
1	L61		W 14x22 350W	20' 9-1/2"	457.42lb	457.42lb
1	L62		W 16x26 350W	25' 6-1/2"	664.08lb	664.08lb
1	L63		W 12x19 350W	19' 4"	367.33lb	367.33lb
1	L64		W 16x31 350W	21' 3-1/2"	660.04lb	660.04lb
1	L65		W 12x58 350W	22' 5"	1,300.17lb	1,300.17lb
1	L66		W 8x58 350W	20' 11-1/2"	1,215.58lb	1,215.58lb
1	L67		W 21x48 350W	24' 0"	1,152.00lb	1,152.00lb
1	L68		W 18x35 350W	16' 0-1/2"	561.46lb	561.46lb
1	L69		W 18x40 350W	16' 11-1/2"	678.33lb	678.33lb
1	L70		W 16x26 350W	23' 11"	621.83lb	621.83lb
7	L71		W 12x14 350W	23' 0"	322.00lb	2,254.00lb
1	L72		W 16x31 350W	24' 8"	764.67lb	764.67lb
3	L73		W 8x35 350W	17' 8"	618.33lb	1,854.99lb
1	L74		W 12x26 350W	26' 8"	693.33lb	693.33lb
1	L75		W 18x40 350W	25' 3"	1,010.00lb	1,010.00lb
1	L76		W 18x35 350W	25' 8-1/2"	899.79lb	899.79lb
1	L77		W 18x40 350W	26' 11"	1,076.67lb	1,076.67lb
1	L78		S 10x25.4 350W	31' 9"	806.45lb	806.45lb
1	L79		S 10x25.4 350W	21' 5"	543.98lb	543.98lb
1	L80		W 12x30 350W	30' 0"	900.00lb	900.00lb
1	L81		W 18x35 350W	25' 0"	875.00lb	875.00lb
1	L82		W 6x12 350W	16' 1"	193.00lb	193.00lb
1	L83		W 6x12 350W	16' 0"	192.00lb	192.00lb
1	L84		W 6x12 350W	17' 8"	212.00lb	212.00lb
1	L85		W 6x12 350W	16' 1"	193.00lb	193.00lb
1	L86		W 24x62 350W	21' 2"	1,312.33lb	1,312.33lb
1	L87		W 14x22 350W	25' 0"	550.00lb	550.00lb
1	L89		W 12x16 350W	35' 0"	560.00lb	560.00lb
1	L90		W 16x40 350W	29' 3"	1,170.00lb	1,170.00lb
1	L91		W 21x44 350W	26' 7"	1,169.67lb	1,169.67lb
1	L92		W 12x40 350W	18' 3"	730.00lb	730.00lb
1	L93		W 16x31 350W	18' 1"	560.58lb	560.58lb
1	L94		W 24x55 350W	19' 1"	1,049.58lb	1,049.58lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L95		W 24x62 350W	17' 10"	1,105.67lb	1,105.67lb
1	L96		W 18x55 350W	20' 2"	1,109.17lb	1,109.17lb
1	L97		W 21x44 350W	18' 3"	803.00lb	803.00lb
1	L98		W 18x40 350W	18' 7-1/2"	745.00lb	745.00lb
1	L99		W 12x19 350W	16' 11"	321.42lb	321.42lb
1	L100		W 12x19 350W	17' 0"	323.00lb	323.00lb
1	L101		W 12x16 350W	17' 10"	285.33lb	285.33lb
1	L102		W 16x36 350W	26' 1-3/4"	941.25lb	941.25lb
74					Total wt:	61,293.32lb



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0003

From

Laplante Welding of Cornwall Inc. (Alexandria)

200 St. Georges St. W
 Alexandria ON K0C 1A0

Attn: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 07/Dec/18

Deliver by:

Total qty loaded: 64

Total wt loaded: 60,181.80lb

Directions:

Customer:

Reference: Trailer#3

FOB point:

Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L88		W 10x100 350W	30' 2-1/2"	3,020.83lb	3,020.83lb
1	L103		W 8x35 350W	33' 10-1/2"	1,185.62lb	1,185.62lb
1	L104		W 8x28 350W	36' 10"	1,031.33lb	1,031.33lb
1	L105		W 8x21 350W	35' 0"	2,205.00lb	2,205.00lb
1	L106		W 8x13 350W	20' 0"	260.00lb	260.00lb
1	L107		W 8x21 350W	50' 0"	1,050.00lb	1,050.00lb
1	L108		W 8x21 350W	35' 0"	735.00lb	735.00lb
1	L109		W 8x21 350W	25' 0"	525.00lb	525.00lb
1	L110		W 24x55 350W	20' 1"	1,104.58lb	1,104.58lb
1	L111		W 24x131 350W	22' 9"	2,980.25lb	2,980.25lb
1	L112		W 24x76 350W	18' 9"	2,850.00lb	2,850.00lb
1	L113		W 24x84 350W	30' 1-3/4"	2,532.25lb	2,532.25lb
1	L114		W 12x50 350W	15' 9"	787.50lb	787.50lb
1	L115		W 12x50 350W	17' 3"	862.50lb	862.50lb
1	L116		W 10x60 350W	19' 5"	1,165.00lb	1,165.00lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L117		W 10x60 350W	19' 6"	2,340.00lb	2,340.00lb
1	L118		W 10x60 350W	19' 7"	1,175.00lb	1,175.00lb
1	L119		W 10x33 350W	20' 0"	660.00lb	660.00lb
1	L120		W 10x30 350W	12' 7"	1,510.00lb	1,510.00lb
1	L121		W 24x62 350W	20' 8"	1,281.33lb	1,281.33lb
1	L122		W 21x55 350W	22' 5"	1,232.92lb	1,232.92lb
1	L123		W 18x50 350W	20' 0"	1,000.00lb	1,000.00lb
1	L124		W 16x26 350W	21' 6"	559.00lb	559.00lb
1	L125		W 8x58 350W	17' 0"	986.00lb	986.00lb
1	L126		W 8x58 350W	16' 7"	961.83lb	961.83lb
1	L127		W 12x16 350W	16' 6"	264.00lb	264.00lb
1	L128		W 12x19 350W	20' 0"	380.00lb	380.00lb
1	L129		W 10x33 350W	18' 5"	607.75lb	607.75lb
1	L130		W 21x44 350W	14' 10"	652.67lb	652.67lb
1	L131		W 18x55 350W	20' 0"	1,100.00lb	1,100.00lb
1	L132		W 16x57 350W	23' 1-1/2"	1,318.12lb	1,318.12lb
1	L133		W 8x28 350W	20' 0"	1,120.00lb	1,120.00lb
1	L134		W 8x13 350W	23' 8"	307.67lb	307.67lb
1	L135		W 6x12 350W	20' 0"	240.00lb	240.00lb
1	L136		W 12x26 350W	16' 9"	435.50lb	435.50lb
1	L137		W 12x19 350W	19' 3"	365.75lb	365.75lb
1	L138		W 8x35 350W	15' 3"	533.75lb	533.75lb
1	L139		W 12x40 350W	18' 0"	720.00lb	720.00lb
1	L140		W 8x31 350W	14' 6"	449.50lb	449.50lb
1	L141		W 12x40 350W	12' 1"	483.33lb	483.33lb
1	L142		W 18x35 350W	13' 9"	481.25lb	481.25lb
1	L143		W 18x35 350W	14' 9"	516.25lb	516.25lb
1	L144		W 12x26 350W	13' 8-1/2"	356.42lb	356.42lb
1	L145		W 10x26 350W	13' 1"	340.17lb	340.17lb
1	L146		W 18x60 350W	14' 3"	855.00lb	855.00lb
1	L147		W 21x44 350W	12' 8-1/2"	559.17lb	559.17lb
1	L148		W 18x35 350W	17' 8"	618.33lb	618.33lb
1	L149		W 18x40 350W	14' 2"	566.67lb	566.67lb
1	L150		W 5x19 350W	40' 4"	766.33lb	766.33lb
1	L151		L 8x8x1 300W	11' 0"	561.00lb	561.00lb
1	L152		L 8x8x1 300W	15' 11"	811.75lb	811.75lb
1	L153		L 8x8x7/8 300W	12' 4"	555.00lb	555.00lb
1	L154		L 8x8x7/8 300W	10' 3"	461.25lb	461.25lb
1	L155		L 4x4x3/4 300W	17' 4-1/2"	321.44lb	321.44lb
1	L156		L 5x5x1/2 300W	20' 0"	3,564.00lb	3,564.00lb
1	L157		L 6x6x5/8 300W	20' 0"	484.00lb	484.00lb
1	L158		L 6x6x3/4 300W	10' 0"	287.00lb	287.00lb
1	L159		L 7x4x3/4 300W	19' 0"	2,489.00lb	2,489.00lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
4	L160		L 7x4x3/4 300W	19' 7"	513.08lb	2,052.32lb
1	L161		L 7x4x3/4 300W	18' 5"	482.52lb	482.52lb
1	L162		L 4x3x1/4 300W	12' 9"	73.95lb	73.95lb
64				Total wt:		60,181.80lb



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0004

From

Laplante Welding of Cornwall Inc. (Alexandria)

200 St. Georges St. W
 Alexandria ON K0C 1A0

Attn: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 11/Dec/18

Deliver by:

Total qty loaded: 125

Total wt loaded: 78,127.88lb

Directions:

Customer:

Reference: Trailer#4

FOB point:

Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L163		HSS 12x12x.250 A500-Gr.C	42' 2"	1,661.37lb	1,661.37lb
1	L164		HSS 12x12x.375 A500-Gr.C	37' 7-1/2"	2,183.38lb	2,183.38lb
1	L165		HSS 12x8x.313 A500-Gr.C	40' 0"	1,614.40lb	1,614.40lb
1	L166		HSS 12x8x.313 A500-Gr.C	40' 0"	1,614.40lb	1,614.40lb
1	L167		HSS 12x12x.500 A500-Gr.C	15' 5"	1,170.74lb	1,170.74lb
1	L168		HSS 12x12x.500 A500-Gr.C	22' 4-1/2"	1,699.16lb	1,699.16lb
1	L169		HSS 12x8x.500 A500-Gr.C	18' 3"	1,137.52lb	1,137.52lb
1	L170		HSS 12x8x.500 A500-Gr.C	14' 4"	893.40lb	893.40lb
1	L171		HSS 12x8x.250 A500-Gr.C	12' 3-1/2"	400.71lb	400.71lb
1	L172		HSS 12x8x.250 A500-Gr.C	12' 9-1/4"	416.33lb	416.33lb
1	L173		HSS 12x8x.375 A500-Gr.C	20' 0"	956.40lb	956.40lb
1	L174		HSS 12x8x.500 A500-Gr.C	15' 8-1/2"	979.10lb	979.10lb
1	L175		HSS 12x8x.250 A500-Gr.C	19' 1"	622.12lb	622.12lb
1	L176		HSS 12x12x.500 A500-Gr.C	12' 9"	968.23lb	968.23lb
1	L177		HSS 12x12x.500 A500-Gr.C	13' 4-1/4"	1,014.12lb	1,014.12lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L178		HSS 12x12x.500 A500-Gr.C	10' 9"	816.35lb	816.35lb
1	L179		HSS 12x12x.500 A500-Gr.C	10' 1"	765.73lb	765.73lb
1	L180		HSS 12x12x.500 A500-Gr.C	9' 10-1/2"	749.91lb	749.91lb
1	L181		HSS 10x10x.500 A500-Gr.C	34' 5"	2,145.19lb	2,145.19lb
1	L182		HSS 10x10x.500 A500-Gr.C	34' 4"	2,140.00lb	2,140.00lb
1	L183		HSS 10x10x.500 A500-Gr.C	25' 10"	1,610.19lb	1,610.19lb
1	L184		HSS 10x10x.375 A500-Gr.C	20' 11"	1,000.23lb	1,000.23lb
1	L185		HSS 10x6x.250 A500-Gr.C	30' 0"	773.70lb	773.70lb
1	L186		HSS 10x6x.313 A500-Gr.C	31' 1"	989.69lb	989.69lb
1	L187		HSS 12x8x.500 A500-Gr.C	15' 8-1/2"	979.10lb	979.10lb
1	L188		HSS 8x8x.250 A500-Gr.C	27' 2"	700.63lb	700.63lb
1	L189		HSS 8x6x.375 A500-Gr.C	16' 10"	547.25lb	547.25lb
1	L190		HSS 8x6x.188 A500-Gr.C	43' 6"	743.85lb	743.85lb
1	L191		HSS 8x6x.188 A500-Gr.C	42' 6"	726.75lb	726.75lb
1	L192		HSS 7x7x.188 A500-Gr.C	51' 1"	871.48lb	871.48lb
1	L193		HSS 7x7x.250 A500-Gr.C	55' 0"	1,231.45lb	1,231.45lb
1	L194		HSS 7x7x.188 A500-Gr.C	48' 0"	818.88lb	818.88lb
1	L195		HSS 7x5x.250 A500-Gr.C	38' 8"	734.28lb	734.28lb
1	L196		HSS 6x3x.250 A500-Gr.C	48' 1"	667.40lb	667.40lb
1	L197		HSS 12x8x.750 A500-Gr.C	30' 1-3/4"	2,698.35lb	2,698.35lb
1	L198		HSS 4x3x.375 A500-Gr.C	60' 0"	879.00lb	879.00lb
1	L199		HSS 4x3x.375 A500-Gr.C	60' 0"	879.00lb	879.00lb
1	L200		HSS 8x4x.188 A500-Gr.C	60' 0"	872.40lb	872.40lb
1	L201		HSS 8x4x.188 A500-Gr.C	60' 0"	872.40lb	872.40lb
1	L202		HSS 3x3x.250 A500-Gr.C	33' 0"	289.74lb	289.74lb
1	L203		HSS 3-1/2x3-1/2x.250 A500-Gr.C	40' 0"	419.20lb	419.20lb
1	L204		HSS 6x6x.313 A500-Gr.C	24' 2"	562.84lb	562.84lb
1	L205		HSS 6x6x.188 A500-Gr.C	24' 2"	350.66lb	350.66lb
1	L206		HSS 6x6x.375 A500-Gr.C	32' 0"	879.36lb	879.36lb
1	L207		HSS 7x7x.188 A500-Gr.C	26' 11"	459.20lb	459.20lb
1	L208		HSS 7x7x.250 A500-Gr.C	24' 11-1/2"	558.82lb	558.82lb
1	L209		HSS 6x6x.500 A500-Gr.C	26' 11"	945.04lb	945.04lb
1	L210		HSS 8x6x.313 A500-Gr.C	25' 1-5/16"	692.52lb	692.52lb
1	L211		HSS 8x6x.313 A500-Gr.C	23' 8-5/8"	654.16lb	654.16lb
1	L212		HSS 7x7x.188 A500-Gr.C	21' 5"	365.37lb	365.37lb
1	L213		HSS 8x6x.313 A500-Gr.C	17' 6"	482.65lb	482.65lb
1	L214		C 15x50 300W	40' 0"	2,000.00lb	2,000.00lb
1	L215		C 13x31.8 300W	30' 10"	955.83lb	955.83lb
1	L216		C 13x31.8 300W	30' 10"	955.83lb	955.83lb
1	L217		C 12x20.7 300W	19' 1"	395.02lb	395.02lb
1	L218		C 12x20.7 300W	35' 5"	733.12lb	733.12lb
1	L219		C 5x6.7 300W	40' 0"	268.00lb	268.00lb
1	L220		C 5x6.7 300W	40' 0"	268.00lb	268.00lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L221		C 7x19.1 300W	20' 0"	382.00lb	382.00lb
1	L222		C 10x30 300W	40' 0"	1,200.00lb	1,200.00lb
1	L223		C 10x30 300W	40' 0"	1,200.00lb	1,200.00lb
1	L224		C 12x10.6 300W	37' 1"	370.83lb	370.83lb
1	L225		L 3x2x1/4 300W	40' 0"	164.00lb	164.00lb
1	L226		L 2-1/2x1-1/2x3/16 300W	40' 0"	98.80lb	98.80lb
1	L227		L 3x3x3/16 300W	40' 0"	148.40lb	148.40lb
1	L228		L 3x2-1/2x5/16 300W	38' 4"	214.67lb	214.67lb
1	L229		L 3x3x3/16 300W	40' 0"	148.40lb	148.40lb
1	L230		L 3-1/2x3-1/2x1/2 300W	40' 0"	444.00lb	444.00lb
1	L231		L 3-1/2x3x1/2 300W	40' 0"	408.00lb	408.00lb
1	L232			0' 0"	0.00lb	0.00lb
1	L233		L 3x2-1/2x5/16 300W	40' 0"	224.00lb	224.00lb
1	L234		L 2-1/2x2-1/2x3/16 300W	40' 0"	122.80lb	122.80lb
1	L235		L 3x2-1/2x5/16 300W	40' 0"	224.00lb	224.00lb
1	L236		L 3x2-1/2x1/4 300W	40' 0"	180.00lb	180.00lb
2	L237		L 3x2x1/4 300W	40' 0"	164.00lb	328.00lb
1	L238		L 6x6x1/2 300W	40' 0"	784.00lb	784.00lb
1	L239		L 6x6x5/16 300W	40' 0"	496.00lb	496.00lb
7	L240		L 4x3x5/16 300W	40' 0"	288.00lb	2,016.00lb
2	L241		L 3x3x3/16 300W	40' 0"	148.40lb	296.80lb
2	L242		L 3-1/2x3-1/2x5/16 300W	40' 0"	288.00lb	576.00lb
1	L243		L 3x3x1/4 300W	40' 0"	196.00lb	196.00lb
4	L244		L 3-1/2x3-1/2x5/16 300W	40' 0"	288.00lb	1,152.00lb
1	L245		L 3-1/2x2-1/2x1/2 300W	40' 0"	376.00lb	376.00lb
1	L246		L 4x3-1/2x1/2 300W	40' 0"	476.00lb	476.00lb
1	L247		L 4x3x5/16 300W	40' 0"	288.00lb	288.00lb
2	L248		L 6x4x1/2 300W	40' 0"	648.00lb	1,296.00lb
1	L249		L 6x4x3/4 300W	40' 0"	944.00lb	944.00lb
1	L250		L 6x4x3/4 300W	37' 4"	881.07lb	881.07lb
1	L251		L 6x3-1/2x5/16 300W	40' 0"	392.00lb	392.00lb
1	L252		L 5x3-1/2x1/2 300W	40' 0"	544.00lb	544.00lb
1	L253		L 6x4x5/8 300W	40' 0"	800.00lb	800.00lb
2	L255		L 6x4x3/4 300W	40' 0"	944.00lb	1,888.00lb
1	L256		L 4x4x3/4 300W	20' 0"	370.00lb	370.00lb
1	L258		L 3x2x3/16 300W	40' 0"	122.80lb	122.80lb
1	L259		L 6x6x3/4 300W	28' 7-1/2"	821.54lb	821.54lb
9	L260		L 3x2x3/16 300W	20' 0"	61.40lb	552.60lb
1	L261		L 4x4x5/16 300W	25' 1"	205.68lb	205.68lb
1	L262		L 5x5x1/2 300W	17' 10"	288.90lb	288.90lb
1	L263		L 5x5x5/16 300W	20' 0"	206.00lb	206.00lb
1	L264		L 3x2x3/16 300W	20' 3"	62.17lb	62.17lb
1	L265		L 7x4x3/4 300W	19' 9"	517.45lb	517.45lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L266		HSS 12x4x.250 A500-Gr.C	19' 0"	490.01lb	490.01lb
1	L267		HSS 8x4x.250 A500-Gr.C	23' 9"	451.01lb	451.01lb
125					Total wt:	78,127.88lb



Raymond Chabot inc.

**Affiliated Company of
Raymond Chabot Grant Thornton**
General Partnership
Suite 1000
116 Albert Street
Ottawa (ON) K1P 5G3
Phone: (613) 236-5678
Fax: (613) 236-9817
www.raymondchabot.com

IN THE MATTER OF THE RECEIVERSHIP OF LAPLANTE WELDING OF CORNWALL INC.

FINAL INVOICE

ISSUE CERTIFIED CHEQUE TO : **Raymond Chabot Inc.**

Date : December 21, 2018

Sold to : Kimco Steel Sales Ltd.

Address : 1325 John Counter Blvd. BOX 300, Kingston, Ontario, K7L 4W1

Quantity (lb)	Description	Unit price	Total
37614.03	Load #5 - December 15, 2018	0.25 \$	9,403.51 \$
33310.26	Load #6 - December 15, 2018	0.25 \$	8,327.57 \$
74084.43	Load #7 - December 18, 2018	0.25 \$	18,521.11 \$
18463.52	Load #8 - December 21, 2018	0.25 \$	4,615.88 \$
76579.73	Load #9 - December 21, 2018	0.25 \$	19,144.93 \$
		SUB-TOTAL	60,012.99 \$
		HST N° 102971025RT0002 (13%)	7,801.69 \$
		Total	67,814.68 \$



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0005

From

Laplante Welding of Cornwall Inc. (Alexandria)

200 St. Georges St. W
 Alexandria ON K0C 1A0

Attn: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 15/Dec/18

Deliver by:

Total qty loaded: 147

Total wt loaded: 37,614.03lb

Directions:

Customer:

Reference: L4-Bin#1

FOB point:

Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
10	L268		W 8x15 350W	10' 1"	151.25lb	1,512.50lb
1	L269		HSS 8x6x.188 A500-Gr.C	11' 9-1/2"	201.64lb	201.64lb
1	L270		HSS 8x6x.188 A500-Gr.C	11' 9-1/2"	201.64lb	201.64lb
1	L271		HSS 8x6x.188 A500-Gr.C	12' 5"	212.32lb	212.32lb
1	L272		HSS 10x6x.375 A500-Gr.C	15' 1"	567.28lb	567.28lb
1	L273		HSS 6x6x.250 A500-Gr.C	15' 1"	286.43lb	286.43lb
1	L274		C 10x15.3 300W	16' 4"	249.90lb	249.90lb
5	L275		C 12x30 300W	14' 0"	420.00lb	2,100.00lb
1	L276		C 10x15.3 300W	9' 11"	151.72lb	151.72lb
1	L277		C 10x15.3 300W	9' 7"	146.62lb	146.62lb
1	L278		C 10x15.3 300W	9' 3"	141.52lb	141.52lb
1	L279		C 10x15.3 300W	8' 4"	127.50lb	127.50lb
6	L280		C 10x15.3 300W	15' 3"	233.32lb	1,399.92lb
1	L281		L 6x4x3/8 300W	10' 2"	125.05lb	125.05lb
1	L282		HSS 8x8x.250 A500-Gr.C	15' 6"	399.74lb	399.74lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L283		HSS 6x6x.250 A500-Gr.C	12' 0-3/4"	229.07lb	229.07lb
1	L284		HSS 8x6x.250 A500-Gr.C	14' 0"	313.46lb	313.46lb
1	L285		HSS 6x6x.188 A500-Gr.C	10' 10"	157.19lb	157.19lb
1	L286		HSS 7x7x.313 A500-Gr.C	10' 4"	284.58lb	284.58lb
1	L287		HSS 7x7x.313 A500-Gr.C	10' 1"	277.69lb	277.69lb
1	L288		HSS 8x4x.250 A500-Gr.C	16' 4"	310.17lb	310.17lb
1	L289		HSS 10x6x.313 A500-Gr.C	15' 10"	504.13lb	504.13lb
1	L290		HSS 10x6x.313 A500-Gr.C	8' 8"	275.95lb	275.95lb
1	L291		HSS 10x6x.313 A500-Gr.C	10' 6"	334.32lb	334.32lb
1	L292		HSS 8x6x.313 A500-Gr.C	10' 6"	289.59lb	289.59lb
1	L293		HSS 6x6x.313 A500-Gr.C	9' 3"	215.43lb	215.43lb
1	L294		HSS 10x6x.250 A500-Gr.C	6' 5"	165.49lb	165.49lb
1	L295		HSS 7x7x.250 A500-Gr.C	9' 9"	218.30lb	218.30lb
1	L296		HSS 10x6x.250 A500-Gr.C	11' 3"	290.14lb	290.14lb
1	L297		HSS 10x6x.313 A500-Gr.C	7' 7"	241.45lb	241.45lb
1	L298		HSS 5x5x.188 A500-Gr.C	6' 0"	71.76lb	71.76lb
1	L299		HSS 8x4x.313 A500-Gr.C	17' 4"	404.21lb	404.21lb
1	L300		HSS 8x6x.375 A500-Gr.C	13' 7-1/2"	442.95lb	442.95lb
1	L301		HSS 7x7x.375 A500-Gr.C	11' 1"	360.32lb	360.32lb
1	L302		HSS 7x7x.250 A500-Gr.C	12' 5-3/4"	279.41lb	279.41lb
2	L303		C 10x15.3 300W	18' 8"	285.60lb	571.20lb
1	L304		C 10x15.3 300W	8' 10"	135.15lb	135.15lb
1	L305		C 10x15.3 300W	5' 0"	76.50lb	76.50lb
1	L306		C 10x15.3 300W	10' 0"	153.00lb	153.00lb
2	L307		C 10x15.3 300W	11' 1"	169.57lb	339.14lb
1	L308		C 10x15.3 300W	7' 2"	109.65lb	109.65lb
1	L309		C 10x15.3 300W	11' 4"	173.40lb	173.40lb
1	L310		C 6x8.2 300W	8' 0-1/2"	65.94lb	65.94lb
1	L311		REB 25M ReBar A615 Gr.60	8' 0"	21.10lb	21.10lb
1	L312		C 15x33.9 300W	14' 2"	480.25lb	480.25lb
1	L313		C 15x33.9 300W	14' 10"	502.85lb	502.85lb
1	L314		C 15x33.9 300W	15' 1"	511.32lb	511.32lb
1	L315		MC 18x45.8 300W	17' 9"	812.95lb	812.95lb
1	L316		HSS 6x6x.250 A500-Gr.C	9' 8"	183.57lb	183.57lb
1	L317		HSS 6x6x.375 A500-Gr.C	8' 1"	222.13lb	222.13lb
1	L318		HSS 7x7x.250 A500-Gr.C	6' 4"	141.80lb	141.80lb
1	L319		HSS 8x8x.250 A500-Gr.C	9' 9"	251.45lb	251.45lb
1	L320		HSS 7x7x.250 A500-Gr.C	10' 8"	238.83lb	238.83lb
1	L321		HSS 6x6x.188 A500-Gr.C	3' 8"	53.20lb	53.20lb
1	L322		HSS 8x8x.250 A500-Gr.C	7' 2"	184.83lb	184.83lb
1	L323		HSS 6x6x.188 A500-Gr.C	8' 10"	128.17lb	128.17lb
1	L324		HSS 7x7x.250 A500-Gr.C	6' 1"	136.21lb	136.21lb
2	L325		HSS 8x8x.250 A500-Gr.C	9' 9"	251.45lb	502.90lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L326		HSS 6x6x.250 A500-Gr.C	9' 7"	181.99lb	181.99lb
1	L327		HSS 8x8x.250 A500-Gr.C	9' 8"	249.30lb	249.30lb
1	L328		HSS 8x8x.313 A500-Gr.C	9' 10"	312.60lb	312.60lb
1	L329		HSS 8x6x.375 A500-Gr.C	17' 3"	560.80lb	560.80lb
1	L330		HSS 8x8x.250 A500-Gr.C	10' 0"	257.90lb	257.90lb
1	L331		HSS 8x8x.250 A500-Gr.C	9' 6"	245.00lb	245.00lb
1	L332		W 16x31 350W	11' 9"	364.25lb	364.25lb
1	L333		W 16x31 350W	12' 1"	374.58lb	374.58lb
1	L334		W 16x31 350W	10' 8"	330.67lb	330.67lb
1	L335		W 21x50 350W	8' 4"	416.67lb	416.67lb
1	L336		W 8x13 350W	11' 5"	148.42lb	148.42lb
1	L337		HSS 10x6x.375 A500-Gr.C	5' 5"	203.72lb	203.72lb
1	L338		C 12x20.7 300W	8' 9"	181.12lb	181.12lb
1	L339		C 12x30 300W	10' 1"	302.50lb	302.50lb
1	L340		C 12x30 300W	10' 1"	302.50lb	302.50lb
1	L341		W 12x35 350W	9' 2"	320.83lb	320.83lb
1	L342		W 12x35 350W	8' 11"	312.08lb	312.08lb
1	L343		C 6x13 300W	7' 1"	92.08lb	92.08lb
1	L344		L 5x5x5/8 300W	11' 8"	233.33lb	233.33lb
1	L346		L 5x5x5/8 300W	6' 0"	120.00lb	120.00lb
1	L347		C 8x11.5 300W	8' 0"	92.00lb	92.00lb
1	L348		C 9x15 300W	6' 4"	95.00lb	95.00lb
1	L349		C 10x20 300W	13' 8"	273.33lb	273.33lb
1	L350		MC 18x45.8 300W	18' 3"	835.85lb	835.85lb
1	L351		C 9x13.4 300W	10' 1"	135.12lb	135.12lb
1	L352		C 10x15.3 300W	6' 0"	91.80lb	91.80lb
1	L353		C 12x30 300W	9' 4"	280.00lb	280.00lb
1	L354		C 10x15.3 300W	13' 8"	209.10lb	209.10lb
1	L355		C 13x31.8 300W	11' 0"	341.00lb	341.00lb
1	L356		C 10x20 300W	18' 10"	376.67lb	376.67lb
1	L357		HSS 6x6x.250 A500-Gr.C	12' 0"	227.88lb	227.88lb
1	L358		HSS 8x4x.250 A500-Gr.C	4' 11"	93.37lb	93.37lb
1	L359		C 10x15.3 300W	13' 0"	198.90lb	198.90lb
1	L360		C 6x8.2 300W	12' 4"	101.13lb	101.13lb
1	L361		HSS 6x6x.313 A500-Gr.C	17' 8"	411.46lb	411.46lb
1	L362		L 2-1/2x2-1/2x3/16 300W	7' 3"	22.26lb	22.26lb
1	L363		C 12x20.7 300W	12' 5"	257.02lb	257.02lb
1	L364		C 12x20.7 300W	12' 3"	253.57lb	253.57lb
1	L365		C 6x8.2 300W	11' 0"	90.20lb	90.20lb
1	L366		L 8x8x1 300W	10' 8"	544.00lb	544.00lb
1	L367		L 8x8x1 300W	12' 8"	646.00lb	646.00lb
2	L368		L 8x8x1 300W	12' 4"	629.00lb	1,258.00lb
2	L369		L 8x8x1 300W	10' 10"	552.50lb	1,105.00lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
2	L370		L 8x8x1 300W	10' 11"	556.75lb	1,113.50lb
1	L371		L 8x8x1 300W	9' 9"	497.25lb	497.25lb
1	L372		L 8x8x3/4 300W	11' 2"	434.38lb	434.38lb
3	L373		L 5x3x1/2 300W	12' 0"	153.60lb	460.80lb
1	L374		L 5x3x1/2 300W	4' 10"	61.87lb	61.87lb
1	L521		C 10x20 300W	13' 0"	260.00lb	260.00lb
1	L522		C 9x15 300W	9' 9"	146.25lb	146.25lb
1	L523		C 5x6.7 300W	5' 7"	37.41lb	37.41lb
1	L524		L 4x3-1/2x3/8 300W	10' 3"	93.27lb	93.27lb
1	L525		C 12x20.7 300W	6' 10"	141.45lb	141.45lb
1	L526		L 4x3-1/2x3/8 300W	10' 3"	93.27lb	93.27lb
1	L527		L 5x3-1/2x1/4 300W	14' 2"	99.17lb	99.17lb
1	L528		L 5x3-1/2x1/4 300W	10' 1"	70.58lb	70.58lb
1	L529		L 5x3-1/2x1/4 300W	12' 8"	88.67lb	88.67lb
1	L531		L 5x5x1/2 300W	14' 3"	230.85lb	230.85lb
1	L532		L 5x5x5/16 300W	15' 2"	156.22lb	156.22lb
1	L533		L 5x5x5/16 300W	12' 10"	132.18lb	132.18lb
1	L534		L 5x5x5/16 300W	13' 11"	143.34lb	143.34lb
1	L535		L 4x3x1/2 300W	10' 11"	121.17lb	121.17lb
1	L536		L 6x6x5/8 300W	12' 4"	298.47lb	298.47lb

147

Total wt:

37,614.03lb



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0006

From

Laplante Welding of Cornwall Inc. (Alexandria)

200 St. Georges St. W
 Alexandria ON K0C 1A0

Attn: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco

1325 John Counter Blvd
 Kingston On K7L 4W1

Attn: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 15/Dec/18

Deliver by:

Total qty loaded: 158

Total wt loaded: 33,310.26lb

Directions:

Customer:

Reference: Trailer#6-Bin#2

FOB point:

Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L375		FB 1/4x4 300W	9' 4"	31.74lb	31.74lb
1	L376		FB 1/2x5-1/2 300W	7' 10"	73.24lb	73.24lb
1	L377		FB 3/4x7 300W	10' 5"	185.94lb	185.94lb
1	L378		FB 3/4x4 300W	11' 2"	113.90lb	113.90lb
1	L379		FB 3/4x2 300W	13' 7"	69.27lb	69.27lb
1	L380		FB 1/2x3 300W	8' 3"	42.07lb	42.07lb
1	L381		FB 3/4x4 300W	9' 10"	100.30lb	100.30lb
1	L382		FB 3/4x5-1/2 300W	8' 10"	123.93lb	123.93lb
1	L383		FB 1/2x7 300W	5' 5"	64.46lb	64.46lb
1	L384		FB 1x10 300W	5' 6"	187.00lb	187.00lb
1	L385		FB 5/8x3 300W	9' 10"	62.69lb	62.69lb
1	L386		FB 1/2x7 300W	14' 9"	175.52lb	175.52lb
1	L387		FB 5/8x3-1/2 300W	14' 3"	105.99lb	105.99lb
1	L388		FB 1/2x6 300W	16' 2"	164.90lb	164.90lb
1	L389		FB 1/4x8 300W	9' 3"	62.90lb	62.90lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L390		FB 1/2x7 300W	10' 6"	124.95lb	124.95lb
1	L391		FB 3/4x6 300W	8' 6"	130.05lb	130.05lb
1	L392		FB 1/4x10 300W	6' 2"	52.42lb	52.42lb
1	L393		FB 1/4x10 300W	9' 1"	77.21lb	77.21lb
1	L394		FB 1/4x10 300W	10' 10"	92.08lb	92.08lb
1	L395		FB 5/8x6 300W	18' 5"	234.81lb	234.81lb
1	L396		FB 5/8x5 300W	14' 8"	155.91lb	155.91lb
1	L397		FB 1/2x3 300W	16' 4"	83.30lb	83.30lb
1	L398		FB 1/2x2-1/2 300W	13' 5"	55.30lb	55.30lb
1	L399		FB 1/2x3-1/2 300W	14' 10"	88.26lb	88.26lb
1	L400		FB 1/2x2 300W	19' 2"	65.17lb	65.17lb
1	L401		FB 1x9 300W	9' 9"	298.35lb	298.35lb
1	L402		FB 1x9 300W	10' 6"	321.30lb	321.30lb
1	L403		FB 1x6 300W	12' 5"	253.30lb	253.30lb
1	L404		FB 1x6 300W	18' 0"	367.20lb	367.20lb
1	L405		FB 5/8x10 300W	18' 5"	391.35lb	391.35lb
1	L406		FB 1x5 300W	8' 5"	143.08lb	143.08lb
1	L407		FB 3/4x12 300W	16' 0"	489.60lb	489.60lb
1	L408		FB 3/4x12 300W	14' 3"	436.05lb	436.05lb
1	L409		FB 3/4x7 300W	15' 3"	272.22lb	272.22lb
1	L410		FB 3/4x7 300W	17' 4"	309.40lb	309.40lb
1	L411		FB 3/4x7 300W	16' 10"	300.48lb	300.48lb
1	L412		FB 3/4x7 300W	17' 8"	315.35lb	315.35lb
1	L413		FB 1x3 300W	13' 3"	135.15lb	135.15lb
1	L414		FB 3/4x8 300W	19' 1"	389.30lb	389.30lb
1	L415		FB 1/2x4-1/2 300W	14' 9"	112.84lb	112.84lb
1	L416		FB 1x8 300W	12' 6"	340.00lb	340.00lb
1	L417		FB 3/4x12 300W	18' 7"	568.65lb	568.65lb
1	L418		FB 1/2x2-1/2 300W	17' 4"	71.45lb	71.45lb
1	L419		W 18x35 350W	17' 1"	597.92lb	597.92lb
1	L420		W 16x26 350W	11' 3"	292.50lb	292.50lb
1	L421		W 18x35 350W	12' 2"	425.83lb	425.83lb
1	L422		W 10x45 350W	13' 5"	603.75lb	603.75lb
1	L423		W 8x10 350W	17' 11"	179.17lb	179.17lb
1	L424		W 14x22 350W	15' 9"	346.50lb	346.50lb
1	L425		W 12x72 350W	9' 0"	648.00lb	648.00lb
1	L426		W 16x31 350W	14' 8"	454.67lb	454.67lb
1	L427		W 16x36 350W	10' 8"	384.00lb	384.00lb
1	L428		W 16x31 350W	11' 4"	351.33lb	351.33lb
1	L429		C 8x11.5 300W	9' 0"	103.50lb	103.50lb
1	L430		FB 3/4x6 300W	19' 4"	295.80lb	295.80lb
1	L431		FB 5/16x7 300W	16' 0"	119.01lb	119.01lb
1	L432		FB 5/8x4 300W	12' 0"	102.00lb	102.00lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L433		FB 5/8x4 300W	18' 0"	153.00lb	153.00lb
1	L434		W 14x48 350W	11' 1"	532.00lb	532.00lb
1	L435		W 8x35 350W	15' 1"	527.92lb	527.92lb
1	L436		C 15x33.9 300W	12' 1"	409.62lb	409.62lb
1	L437		C 15x33.9 300W	14' 10"	502.85lb	502.85lb
1	L438		C 15x33.9 300W	12' 1"	409.62lb	409.62lb
1	L439		C 15x33.9 300W	13' 0"	440.70lb	440.70lb
1	L440		C 15x33.9 300W	8' 0"	271.20lb	271.20lb
1	L441		L 5x3x5/16 350W	9' 10"	80.63lb	80.63lb
1	L442		L 5x3-1/2x1/4 300W	13' 10"	96.83lb	96.83lb
1	L443		L 3-1/2x3-1/2x1/4 300W	8' 3"	47.85lb	47.85lb
1	L444		L 3-1/2x3-1/2x1/4 300W	12' 0"	69.60lb	69.60lb
1	L445		L 5x3-1/2x1/4 300W	13' 2"	92.17lb	92.17lb
1	L446		L 5x3-1/2x1/4 300W	11' 1"	77.58lb	77.58lb
1	L447		C 6x8.2 300W	5' 1"	41.68lb	41.68lb
1	L448		W 18x40 350W	11' 2"	446.67lb	446.67lb
1	L449		W 12x30 350W	16' 0"	480.00lb	480.00lb
1	L450		W 14x22 350W	8' 3"	181.50lb	181.50lb
1	L451		C 12x20.7 300W	12' 9"	263.92lb	263.92lb
1	L452		C 12x20.7 300W	12' 8"	262.20lb	262.20lb
1	L453		C 6x10.5 300W	10' 6"	110.25lb	110.25lb
1	L454		C 10x20 300W	8' 4"	166.67lb	166.67lb
1	L455		L 3x3x3/16 300W	14' 9"	54.72lb	54.72lb
1	L456		MC 12x45 300W	10' 2"	457.50lb	457.50lb
1	L457		C 3x5 300W	10' 1"	50.42lb	50.42lb
1	L458		C 10x15.3 300W	7' 0"	107.10lb	107.10lb
1	L459		L 5x3x1/4 300W	13' 6"	89.10lb	89.10lb
1	L460		HSS 6x6x.375 A500-Gr.C	6' 3"	171.75lb	171.75lb
1	L461		HSS 6x6x.375 A500-Gr.C	4' 0"	109.92lb	109.92lb
1	L462		HSS 5x5x.250 A500-Gr.C	16' 0"	249.92lb	249.92lb
1	L463		HSS 5x5x.500 A500-Gr.C	17' 3"	488.17lb	488.17lb
1	L464		HSS 8x6x.500 A500-Gr.C	9' 5"	394.65lb	394.65lb
1	L465		HSS 4x4x.500 A500-Gr.C	14' 1"	302.79lb	302.79lb
1	L466		HSS 6x6x.250 A500-Gr.C	10' 6"	199.39lb	199.39lb
1	L467		W 14x30 350W	13' 7"	407.50lb	407.50lb
1	L468		W 14x30 350W	12' 9"	382.50lb	382.50lb
1	L469		W 14x30 350W	13' 7"	407.50lb	407.50lb
1	L470		W 8x15 350W	5' 4"	80.00lb	80.00lb
1	L471		W 10x15 350W	16' 10"	252.50lb	252.50lb
1	L472		W 10x45 350W	6' 4"	285.00lb	285.00lb
9	L473		W 8x15 350W	9' 11"	148.75lb	1,338.75lb
1	L474		C 8x11.5 300W	8' 4"	95.83lb	95.83lb
1	L475		C 12x30 300W	12' 11"	387.50lb	387.50lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L476		C 6x8.2 300W	12' 4"	101.13lb	101.13lb
1	L477		C 10x15.3 300W	6' 10"	104.55lb	104.55lb
1	L478		C 10x25 300W	9' 7"	239.58lb	239.58lb
1	L479		C 10x25 300W	11' 3"	281.25lb	281.25lb
1	L480		C 8x11.5 300W	18' 3"	209.87lb	209.87lb
4	L481		C 8x11.5 300W	11' 7"	133.21lb	532.84lb
1	L482		L 6x6x1/2 300W	16' 5"	321.77lb	321.77lb
1	L483		L 6x6x1/2 300W	15' 10"	310.33lb	310.33lb
1	L484		L 6x6x1/2 300W	9' 8"	189.47lb	189.47lb
1	L485		L 6x6x1/2 300W	15' 10"	310.33lb	310.33lb
1	L486		L 6x6x1/2 300W	9' 8"	189.47lb	189.47lb
1	L487		C 10x25 300W	9' 0"	225.00lb	225.00lb
1	L488		L 3x3x1/4 300W	8' 6"	41.65lb	41.65lb
1	L489		PL 3/16 x31" 300W bent	8' 0"	158.10lb	158.10lb
1	L490		PL 3/16 x23-1/2" 300W bent	8' 0"	119.85lb	119.85lb
1	L491		C 12x20.7 300W	4' 9"	98.32lb	98.32lb
2	L492		PL 3/16 x21-1/2" 300W bent	9' 2"	125.64lb	251.28lb
1	L493		C 10x15.3 300W	8' 3"	126.22lb	126.22lb
1	L494		C 10x25 300W	13' 2"	329.17lb	329.17lb
1	L495		C 8x18.75 300W	13' 10"	259.37lb	259.37lb
1	L496		C 10x15.3 300W	12' 2"	186.15lb	186.15lb
1	L497		C 10x20 300W	8' 3"	165.00lb	165.00lb
1	L498		W 6x15 350W	10' 7"	158.75lb	158.75lb
1	L499		C 10x15.3 300W	8' 6"	130.05lb	130.05lb
1	L500		W 14x48 350W	10' 2"	488.00lb	488.00lb
1	L501		C 10x15.3 300W	9' 2"	140.25lb	140.25lb
1	L502		C 8x18.75 300W	8' 0"	150.00lb	150.00lb
1	L503		C 6x8.2 300W	10' 3"	84.05lb	84.05lb
1	L504		C 6x8.2 300W	8' 10"	72.43lb	72.43lb
1	L505		W 8x15 350W	10' 1"	151.25lb	151.25lb
1	L506		C 10x15.3 300W	10' 0"	153.00lb	153.00lb
1	L507		HSS 8x8x.313 A500-Gr.C	5' 11"	188.09lb	188.09lb
1	L508		C 10x15.3 300W	10' 0"	153.00lb	153.00lb
1	L509		C 10x15.3 300W	10' 9"	164.47lb	164.47lb
1	L510		C 10x15.3 300W	8' 6"	130.05lb	130.05lb
1	L511		C 10x15.3 300W	8' 3"	126.22lb	126.22lb
1	L512		C 3x4.1 300W	8' 9"	35.87lb	35.87lb
1	L513		C 12x20.7 300W	9' 9"	201.82lb	201.82lb
1	L514		C 8x11.5 300W	10' 3"	117.87lb	117.87lb
1	L515		C 12x20.7 300W	7' 4"	151.80lb	151.80lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L516		C 3x4.1 300W	5' 4"	21.87lb	21.87lb
1	L517		HSS 6x3x.250 A500-Gr.C	10' 4"	143.43lb	143.43lb
1	L518		C 5x6.7 300W	7' 9"	51.92lb	51.92lb
1	L519		C 12x25 300W	10' 8"	266.67lb	266.67lb
1	L520		C 10x15.3 300W	10' 5"	159.37lb	159.37lb
158				Total wt:		33,310.26lb



Project: inventory

Inventory Sale to Kimco- Dec.3.18

Load number: S0007

From

Laplante Welding of Cornwall Inc. (Alexandria)
 200 St. Georges St. W
 Alexandria ON K0C 1A0

Attr: NA
 Phone: 613.525.1100
 Fax: 613.525.0100

Ship To

Kimco
 1325 John Counter Blvd
 Kingston On K7L 4M1

Attr: Evan
 Phone: 800.267.09025
 Fax:

Carrier

Kimco
 1325 John Counter Blvd
 Kingston On K7L 4M1

Attr: Evan
 Phone: 800.267.09025
 Fax:

Load Summary

Shipped date: 18/Dec/18
 Deliver by:
 Total qty loaded: 363
 Total wt loaded: 74,084.43lb
 Directions:

Customer:
 Reference:
 FOB point:
 Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L537		FB 1x10 300W	20' 0"	680.00lb	680.00lb
5	L538		FB 1/4x12 300W	20' 0"	204.00lb	1,020.00lb
4	L539		FB 1/2x7 300W	20' 0"	238.00lb	952.00lb
2	L540		FB 5/8x7 300W	20' 0"	297.60lb	595.20lb
6	L541		FB 5/8x6 300W	20' 0"	255.00lb	1,530.00lb
9	L542		FB 3/8x7 300W	20' 0"	178.50lb	1,606.50lb
2	L543		FB 3/8x6 300W	20' 0"	153.00lb	306.00lb
2	L544		FB 3/4x4 300W	20' 0"	204.00lb	408.00lb
1	L545		FB 3/4x10 300W	20' 0"	510.00lb	510.00lb
1	L546		FB 3/4x6 300W	20' 0"	306.00lb	306.00lb
3	L547		FB 1/2x8 300W	20' 0"	272.00lb	816.00lb
1	L548		FB 1x4-1/2 300W	20' 0"	306.00lb	306.00lb
2	L549		FB 1/4x6 300W	20' 0"	102.00lb	204.00lb
1	L550		FB 3/4x6 300W	20' 0"	306.00lb	306.00lb
1	L551		FB 5/8x6 300W	20' 0"	255.00lb	255.00lb

Laplante Welding of Cornwall Inc. (Alexandria)
 613.525.1100

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L552		FB 5/16x6 300W			
1	L553		FB 5/8x4 300W	20' 0"	127.50lb	127.50lb
1	L554		FB 5/8x4-1/2 300W	20' 0"	170.00lb	170.00lb
1	L555		FB 5/8x5 300W	20' 0"	191.26lb	191.26lb
2	L556		FB 3/4x4 300W	20' 0"	212.60lb	212.60lb
1	L557		FB 5/8x5-1/2 300W	20' 0"	204.00lb	408.00lb
1	L558		FB 3/4x5 300W	20' 0"	233.80lb	233.80lb
1	L559		FB 1/2x2 300W	20' 0"	255.00lb	255.00lb
2	L560		FB 5/8x4 300W	20' 0"	68.01lb	68.01lb
1	L561		FB 3/8x7 300W	20' 0"	170.00lb	340.00lb
1	L562		FB 3/8x7 300W	15' 4"	136.85lb	136.85lb
1	L563		FB 1x9 300W	20' 3"	619.65lb	619.65lb
1	L564		FB 1x6 300W	20' 0"	408.00lb	408.00lb
1	L564		FB 3/4x7 300W	20' 1"	358.49lb	358.49lb
1	L565		FB 1/2x6 300W	20' 0"	204.00lb	204.00lb
1	L566		FB 3/4x10 300W	20' 0"	510.00lb	510.00lb
2	L567		FB 5/8x10 300W	20' 0"	425.00lb	850.00lb
3	L568		FB 1/2x2-1/2 300W	20' 0"	82.44lb	247.32lb
1	L569		FB 1/2x3 300W	20' 0"	102.00lb	102.00lb
4	L570		FB 1/2x3-1/2 300W	20' 0"	119.00lb	476.00lb
4	L571		FB 3/8x4 300W	20' 0"	102.00lb	408.00lb
1	L572		FB 1/2x4 300W	20' 0"	136.01lb	136.01lb
1	L573		FB 5/8x5 300W	20' 0"	212.60lb	212.60lb
5	L574		FB 3/8x5 300W	20' 0"	127.51lb	637.55lb
8	L575		FB 1/2x5 300W	20' 0"	170.00lb	1,360.00lb
1	L576		FB 3/8x6 300W	20' 0"	153.00lb	153.00lb
7	L577		FB 3/4x12 300W	20' 0"	612.00lb	4,284.00lb
1	L578		FB 3/4x7 300W	20' 0"	357.00lb	357.00lb
1	L579		FB 1/2x8 300W	20' 0"	272.00lb	272.00lb
1	L580		FB 1/4x8 300W	20' 0"	136.00lb	136.00lb
8	L581		FB 5/16x6 300W	20' 0"	127.50lb	1,020.00lb
8	L582		FB 3/4x8 300W	20' 0"	408.00lb	3,264.00lb
1	L583		FB 3/4x7 300W	20' 0"	357.00lb	357.00lb
1	L584		FB 3/4x12 300W	20' 0"	612.00lb	612.00lb
1	L585		FB 1x7 300W	20' 0"	476.00lb	476.00lb
2	L586		FB 3/8x4 300W	20' 0"	102.00lb	204.00lb
2	L587		FB 1/4x6 300W	20' 0"	102.00lb	204.00lb
2	L588		FB 1/4x2 300W	20' 0"	34.00lb	68.00lb
23	L589		FB 1/4x4 300W	20' 0"	68.01lb	1,564.23lb
6	L590		FB 3/8x3 300W	20' 0"	76.50lb	459.00lb
1	L591		FB 1/2x3-1/2 300W	20' 0"	119.00lb	119.00lb
1	L592		FB 3/8x3-1/2 300W	20' 0"	89.26lb	89.26lb
2	L593		FB 3/8x5 300W	20' 0"	127.51lb	255.02lb
1	L594		FB 1/4x4 300W	20' 0"	68.01lb	68.01lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
4	L595		FB 3/8x6 300W			
2	L596		FB 1/2x4 300W	20' 0"	153.00lb	612.00lb
1	L597		FB 3/4x7 300W	20' 0"	136.01lb	272.02lb
1	L598		FB 3/8x6 300W	20' 0"	357.00lb	357.00lb
2	L599		FB 1/2x6 300W	20' 0"	153.00lb	153.00lb
1	L600		FB 5/8x12 300W	20' 0"	204.00lb	408.00lb
1	L601		L 6x4x3/8 300W	19' 0"	484.50lb	484.50lb
2	L602		L 2x2x1/8 300W	20' 0"	246.00lb	246.00lb
1	L603		L 2-1/2x2-1/2x3/8 300W	20' 0"	33.00lb	66.00lb
2	L604		L 4x3x1/4 300W	20' 0"	118.00lb	118.00lb
2	L605		L 4x4x5/16 300W	20' 0"	116.00lb	232.00lb
1	L606		L 4x4x1/4 300W	20' 0"	164.00lb	328.00lb
1	L607		C 6x8.2 300W	20' 0"	132.00lb	132.00lb
9	L608		L 3x2-1/2x3/8 300W	20' 0"	164.00lb	164.00lb
10	L609		L 5x3-1/2x3/8 300W	20' 0"	132.00lb	1,188.00lb
1	L610		L 2-1/2x2-1/2x1/4 300W	20' 0"	208.00lb	2,080.00lb
1	L611		L 2-1/2x2-1/2x3/8 300W	14' 4"	58.77lb	58.77lb
1	L612		L 5x3x3/8 300W	20' 0"	118.00lb	118.00lb
1	L613		L 3-1/2x2-1/2x1/4 300W	20' 0"	196.00lb	196.00lb
1	L614		L 3-1/2x3-1/2x5/16 300W	20' 0"	98.00lb	98.00lb
5	L615		L 3-1/2x3-1/2x1/4 300W	20' 0"	144.00lb	144.00lb
1	L616		L 3x3x3/16 300W	20' 0"	116.00lb	580.00lb
1	L617		L 3x3x3/16 300W	12' 2"	45.14lb	45.14lb
2	L618		L 3x3x3/16 300W	16' 4"	60.60lb	60.60lb
1	L619		L 4x3x1/4 300W	20' 0"	74.20lb	148.40lb
2	L620		L 3-1/2x3x1/4 300W	20' 0"	116.00lb	116.00lb
6	L621		L 5x3x1/2 300W	20' 0"	108.00lb	216.00lb
1	L622		L 1x1x1/4 300W	20' 0"	108.00lb	216.00lb
2	L623		L 6x6x1/2 300W	16' 0"	204.80lb	1,228.80lb
1	L624		L 5x5x3/8 350W	20' 0"	29.80lb	29.80lb
2	L625		L 4x4x3/8 300W	20' 0"	392.00lb	784.00lb
2	L626		L 3-1/2x3-1/2x3/8 300W	20' 0"	246.00lb	246.00lb
1	L627		L 3x2-1/2x5/16 300W	20' 0"	196.00lb	392.00lb
2	L628		L 3x3x3/8 300W	20' 0"	170.00lb	340.00lb
2	L629		L 3x3x5/16 300W	17' 3"	96.60lb	96.60lb
1	L630		L 3x3x3/8 300W	20' 0"	144.00lb	288.00lb
1	L631		FB 3/8x5 300W	20' 0"	122.00lb	244.00lb
1	L632		FB 3/4x4 300W	20' 0"	129.60lb	129.60lb
1	L633		FB 3/4x5 300W	20' 0"	127.51lb	127.51lb
1	L634		FB 3/8x6 300W	20' 0"	204.00lb	204.00lb
1	L635		FB 3/4x6 300W	20' 0"	255.00lb	255.00lb
2	L636		FB 1/2x8 300W	20' 0"	153.00lb	153.00lb
1	L637		FB 5/8x3-1/2 300W	20' 0"	306.00lb	306.00lb

Load List

S0007

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Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
3	L638		FB 3/8x8 300W			
2	L639		FB 3/8x7 300W	20' 0"	204.00lb	612.00lb
1	L640		FB 5/16x6 300W	20' 0"	178.50lb	357.00lb
3	L641		FB 3/8x6 300W	20' 0"	127.50lb	127.50lb
6	L642		FB 5/16x3 300W	20' 0"	153.00lb	459.00lb
1	L643		FB 1/4x3 300W	20' 0"	63.76lb	382.56lb
1	L644		FB 5/16x2-1/2 300W	20' 0"	51.00lb	51.00lb
1	L645		FB 5/8x6 300W	20' 0"	53.20lb	53.20lb
3	L646		FB 3/8x6 300W	20' 0"	255.00lb	255.00lb
1	L647		FB 5/16x4 300W	20' 0"	153.00lb	459.00lb
2	L648		L 6x3-1/2x1/2 300W	20' 0"	85.01lb	85.01lb
1	L649		L 6x4x5/8 300W	20' 0"	306.00lb	612.00lb
1	L650		L 6x4x5/8 300W	14' 0"	280.00lb	280.00lb
1	L651		L 6x4x5/8 300W	20' 0"	400.00lb	400.00lb
1	L651		L 6x3-1/2x1/2 300W	21' 2"	323.85lb	323.85lb
1	L652		L 6x3-1/2x1/2 300W	13' 3"	202.72lb	202.72lb
1	L653		L 6x4x5/8 300W	11' 0"	220.00lb	220.00lb
2	L654		L 6x4x5/8 300W	16' 8"	333.33lb	666.66lb
1	L655		L 6x4x5/8 300W	22' 2"	443.33lb	443.33lb
1	L656		L 6x4x1/2 300W	14' 10"	240.30lb	240.30lb
1	L657		L 6x4x5/8 300W	20' 3"	405.00lb	405.00lb
1	L658		L 6x4x5/8 300W	20' 0"	400.00lb	400.00lb
1	L659		L 6x3-1/2x1/2 300W	20' 1"	307.27lb	307.27lb
1	L660		L 6x4x3/4 300W	11' 5"	269.43lb	269.43lb
2	L661		L 6x4x3/4 300W	20' 0"	472.00lb	944.00lb
1	L662		L 6x6x3/4 300W	20' 0"	574.00lb	574.00lb
1	L663		L 4x3-1/2x1/4 300W	20' 0"	124.00lb	124.00lb
1	L664		L 3x3x3/16 300W	20' 0"	74.20lb	74.20lb
1	L665		L 4x3-1/2x3/8 300W	20' 0"	182.00lb	182.00lb
1	L666		L 3-1/2x2-1/2x3/8 300W	14' 6"	104.40lb	104.40lb
1	L667		L 3x2x3/8 300W	20' 0"	118.00lb	118.00lb
1	L668		L 4x4x5/16 300W	20' 0"	164.00lb	164.00lb
2	L669		L 6x4x5/16 300W	20' 0"	206.00lb	412.00lb
1	L670		L 4x3x5/16 300W	10' 10"	78.00lb	78.00lb
2	L671		L 4x3x5/16 300W	20' 0"	144.00lb	288.00lb
1	L672		L 4x3x5/16 300W	20' 0"	144.00lb	144.00lb
1	L673		L 6x4x3/4 300W	17' 11"	422.83lb	422.83lb
1	L674		L 6x4x3/4 300W	9' 1"	214.37lb	214.37lb
4	L675		L 6x4x3/4 300W	20' 0"	472.00lb	1,888.00lb
9	L676		L 6x6x5/16 300W	17' 4"	214.93lb	1,934.37lb
4	L677		L 6x6x1/2 300W	20' 0"	392.00lb	1,568.00lb
2	L678		L 6x6x1/2 300W	14' 2"	277.67lb	555.34lb
2	L679		L 6x6x1/2 300W	14' 9"	289.10lb	578.20lb
1	L680		L 6x6x1/2 300W	16' 5"	321.77lb	321.77lb

Load List

S0007

18/Dec/18

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Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
5	L681		L 6x6x1/2 300W	20' 0"	392.00lb	1,960.00lb
1	L682		L 6x6x3/4 300W	19' 8"	564.43lb	564.43lb
1	L683		L 6x6x3/4 300W	20' 0"	574.00lb	574.00lb
1	L684		L 6x6x3/4 300W	14' 9"	423.32lb	423.32lb
3	L685		L 4x3x5/16 300W	20' 0"	144.00lb	432.00lb
2	L686		C 4x5.4 300W	20' 3"	109.35lb	218.70lb
1	L687		L 4x3x5/16 300W	20' 0"	144.00lb	144.00lb
7	L688		L 3-1/2x3-1/2x5/16 300W	20' 0"	144.00lb	1,008.00lb
1	L689		L 5x5x5/16 300W	13' 2"	135.62lb	135.62lb
2	L690		L 5x5x5/16 300W	20' 0"	206.00lb	412.00lb
2	L691		L 5x3-1/2x1/4 300W	20' 0"	140.00lb	280.00lb
1	L692		L 5x3-1/2x1/4 300W	9' 1"	63.58lb	63.58lb
3	L693		L 5x3-1/2x1/4 300W	20' 0"	140.00lb	420.00lb
7	L694		L 3x2x3/16 300W	40' 0"	122.80lb	859.60lb
2	L695		L 2x2x1/8 300W	40' 0"	66.00lb	132.00lb
1	L696		L 5x3-1/2x1/4 300W	40' 0"	280.00lb	280.00lb
1	L697		L 2-1/2x2-1/2x5/16 300W	27' 8"	138.33lb	138.33lb
1	L698		C 10x20 300W	20' 0"	400.00lb	400.00lb
1	L699		C 10x15.3 300W	6' 10"	104.55lb	104.55lb
1	L700		C 10x20 300W	13' 8-3/4"	274.58lb	274.58lb
1	L701		C 10x15.3 300W	25' 2"	385.05lb	385.05lb

Total wt:

74,084.43lb



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: S0008

From

Laplante Welding of Cornwall Inc. (Alexandria)
200 St. Georges St. W
Alexandria ON K0C 1A0

Attn: NA
Phone: 613.525.1100
Fax: 613.525.0100

Ship To

Kimco
1325 John Counter Blvd
Kingston On K7L 4W1

Attn: Evan
Phone: 800.267.09025
Fax:

Carrier

Kimco
1325 John Counter Blvd
Kingston On K7L 4W1

Attn: Evan
Phone: 800.267.09025
Fax:

Load Summary

Shipped date: 21/Dec/18
Deliver by:
Total qty loaded: 138
Total wt loaded: 18,463.52lb
Directions:

Customer:
Reference: Dec.21- Bin#3 L#8
FOB point:
Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
1	L702		L 6x3-1/2x5/16 300W	14' 7"	142.92lb	142.9 21 b
1	L703		L 5x3x1/4 300W	12' 6"	82.50lb	82.5 01 b
1	L704		L 5x3x1/4 300W	14' 0"	92.40lb	92.4 01 b
1	L705		L 5x3x1/4 300W	12' 2"	80.30lb	80.3 01 b
1	L706		L 5x3-1/2x3/8 300W	9' 4"	97.07lb	97.0 71 b
1	L707		L 5x3-1/2x3/8 300W	13' 10"	143.87lb	143.8 71 b
1	L708		L 5x3-1/2x3/8 300W	8' 7"	89.27lb	89.2 71 b
1	L709		L 5x3-1/2x3/8 300W	13' 2"	136.93lb	136.9 31 b
1	L710		L 5x5x5/16 300W	10' 3"	105.57lb	105.5 71 b
1	L711		L 4x3x1/4 300W	16' 3"	94.25lb	94.2 51 b
1	L712		L 4x3x1/4 300W	16' 1"	93.28lb	93.2 81 b
1	L713		L 5x3x3/8 300W	18' 9"	183.75lb	183.7 51 b
1	L714		L 5x3x3/8 300W	9' 10"	96.37lb	96.3 71 b
1	L715		L 5x3x5/16 350W	17' 3"	141.45lb	141.4 51 b
1	L716		L 4x3x1/4 300W	16' 2"	93.77lb	93.7 71 b

Laplante Welding of Cornwall Inc. (Alexandria)
613.525.1100

Printed: 20/Dec/18 15:27 :15

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L717		L 8x6x3/4 300W	16' 0"	540.80lb	540.80lb
1	L718		L 8x6x3/4 300W	10' 9"	363.35lb	363.35lb
1	L719		L 3-1/2x2-1/2x1/2 300W	15' 0"	141.00lb	141.00lb
1	L720		L 7x4x1/2 300W	10' 5"	186.46lb	186.46lb
1	L721		L 4x3-1/2x5/16 300W	12' 0"	92.40lb	92.40lb
1	L722		L 4x4x5/16 300W	12' 0"	98.40lb	98.40lb
1	L723		L 2-1/2x2x3/8 300W	14' 1"	74.64lb	74.64lb
1	L724		HSS 2x2x.250 A500-Gr.C	8' 0"	43.04lb	43.04lb
1	L725		L 3x3x3/8 300W	17' 8"	127.20lb	127.20lb
1	L726		L 3x2x3/8 300W	14' 8"	86.53lb	86.53lb
1	L750		HSS 5x2-1/2x.250 A500-Gr.C	16' 5"	186.00lb	186.00lb
1	L751		HSS 3x2x.250 A500-Gr.C	15' 0"	106.20lb	106.20lb
1	L752		HSS 4x2x.125 A500-Gr.C	16' 0"	76.00lb	76.00lb
1	L753		HSS 1 3/4x1 3/4x3/16 350W-C	18' 0"	33.84lb	33.84lb
3	L754		HSS 8x6x.250 A500-Gr.C	5' 7"	125.01lb	375.03lb
1	L755		W 18x40 350W	7' 3"	290.00lb	290.00lb
1	L756		W 18x40 350W	5' 9"	230.00lb	230.00lb
1	L757		L 4x4x1/4 300W	7' 7"	50.05lb	50.05lb
1	L758		L 3x2x5/16 300W	12' 9"	63.75lb	63.75lb
1	L759		L 5x3x1/4 300W	8' 2"	53.90lb	53.90lb
1	L760		C 12x20.7 300W	5' 0"	103.50lb	103.50lb
1	L761		C 3x4.1 300W	7' 0"	28.70lb	28.70lb
1	L762		C 10x25 300W	14' 0"	350.00lb	350.00lb
1	L763		C 10x25 300W	18' 8"	466.67lb	466.67lb
1	L764		C 5x9 300W	8' 6"	76.50lb	76.50lb
1	L765		C 8x11.5 300W	6' 7"	75.71lb	75.71lb
1	L766		L 4x4x3/8 300W	13' 1"	128.22lb	128.22lb
1	L767		L 3-1/2x3x3/8 300W	7' 8"	60.57lb	60.57lb
1	L768		L 4x3x3/8 300W	16' 1"	136.71lb	136.71lb
1	L769		L 4x4x3/8 300W	10' 0"	98.00lb	98.00lb
1	L770		L 4x3-1/2x1/2 300W	16' 0"	190.40lb	190.40lb
1	L771		L 4x4x1/4 300W	8' 5"	55.55lb	55.55lb
1	L772		L 6x6x3/8 300W	10' 3"	152.72lb	152.72lb
1	L773		L 6x6x3/8 300W	8' 8"	129.13lb	129.13lb
1	L774		L 6x6x3/8 300W	8' 11"	132.86lb	132.86lb
1	L775		L 6x6x3/8 300W	10' 3"	152.72lb	152.72lb
1	L776		L 6x6x3/8 300W	8' 5"	125.41lb	125.41lb
2	L777		PL 1/8 x11" 300W bent	1' 0"	4.67lb	9.34lb
1	L778		C 3x6 300W	11' 4"	68.00lb	68.00lb
1	L779		C 3x5 300W	17' 2"	85.83lb	85.83lb
2	L780		C 4x6.25 300W	15' 9"	98.44lb	196.88lb
1	L781		C 4x6.25 300W	9' 11"	61.98lb	61.98lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L782		C 7x9.8 300W	18' 2"	178.03lb	178.03lb
1	L783		L 6x3-1/2x3/8 300W	12' 3"	143.32lb	143.32lb
1	L784		L 2-1/2x2-1/2x1/4 300W	11' 0"	45.10lb	45.10lb
1	L785		L 3x3x5/16 300W	9' 2"	55.92lb	55.92lb
1	L786		L 3x2-1/2x3/8 300W	12' 4"	81.40lb	81.40lb
1	L787		L 3-1/2x2-1/2x5/16 300W	6' 5"	39.14lb	39.14lb
1	L788		L 4x4x3/8 300W	10' 11"	106.98lb	106.98lb
1	L789		L 5x3-1/2x3/8 300W	8' 3"	85.80lb	85.80lb
1	L790		FB 3/8x3-1/2 300W	19' 2"	85.54lb	85.54lb
1	L791		FB 3/8x4 300W	17' 11"	91.37lb	91.37lb
1	L792		HSS 5x.375 A500-Gr.C	17' 0"	315.18lb	315.18lb
1	L793		HSS 4x.188 A500-Gr.C	8' 0"	61.28lb	61.28lb
1	L794		HSS 8.625x.322 A500-Gr.C	7' 9"	221.49lb	221.49lb
1	L795		HSS 1.66x.125 A500-C	10' 6"	21.52lb	21.52lb
1	L796		HSS 3x.125 A500-Gr.C	11' 2"	42.88lb	42.88lb
1	L797		HSS 7x.188 A500-Gr.C	8' 0"	109.52lb	109.52lb
1	L798		HSS 8.625x.188 A500-Gr.C	8' 0"	135.68lb	135.68lb
1	L799		HSS 5x.250 A500-Gr.C	12' 11"	163.91lb	163.91lb
1	L800		HSS 8.625x.375 A500-Gr.C	10' 0"	330.70lb	330.70lb
1	L801		HSS 5x.188 A500-Gr.C	15' 7"	150.69lb	150.69lb
1	L802		HSS 7x.188 A500-Gr.C	8' 0"	109.52lb	109.52lb
1	L803		HSS 8.625x.250 A500-Gr.C	15' 5"	345.02lb	345.02lb
1	L804		HSS 3.500x.250 A500-Gr.C	9' 8"	84.00lb	84.00lb
1	L805		C 15x33.9 300W	14' 8"	497.20lb	497.20lb
1	L806		C 8x11.5 300W	10' 2"	116.92lb	116.92lb
1	L807		C 13x31.8 300W	11' 5"	353.92lb	353.92lb
1	L808		C 10x20 300W	6' 4"	126.67lb	126.67lb
1	L809		C 10x25 300W	18' 10"	470.83lb	470.83lb
1	L810		C 10x20 300W	12' 11"	258.33lb	258.33lb
1	L811		C 12x30 300W	16' 11"	507.50lb	507.50lb
1	L812		C 12x30 300W	16' 11"	507.50lb	507.50lb
1	L813		C 9x15 300W	6' 5"	96.25lb	96.25lb
1	L814		C 7x9.8 300W	17' 8"	173.13lb	173.13lb
1	L815		C 15x33.9 300W	10' 2"	344.65lb	344.65lb
1	L816		C 7x9.8 300W	17' 5"	170.68lb	170.68lb
1	L817		L 5x3x5/16 350W	14' 7"	119.58lb	119.58lb
1	L818		L 4x4x5/16 300W	17' 4"	142.13lb	142.13lb
1	L819		L 2x2x3/8 300W	16' 7"	77.94lb	77.94lb
1	L820		L 4x4x3/8 300W	17' 2"	168.23lb	168.23lb
1	L821		L 3x2x1/4 300W	17' 1"	70.04lb	70.04lb
1	L822		L 2x2x1/4 300W	15' 2"	48.38lb	48.38lb
1	L823		L 6x4x1/2 300W	17' 4"	280.80lb	280.80lb
1	L824		L 3x3x1/4 300W	11' 4"	55.53lb	55.53lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L825		L 2x2x1/8 300W	9' 8"	15.95lb	15.95lb
1	L826		L 3x2x1/4 300W	5' 0"	20.50lb	20.50lb
1	L827		FB 5/16x3-1/2 300W	13' 3"	49.28lb	49.28lb
1	L828		FB 1/4x3-1/2 300W	15' 2"	45.13lb	45.13lb
1	L829		FB 1/4x3-1/2 300W	16' 9"	49.84lb	49.84lb
1	L830		FB 1/4x3-1/2 300W	17' 9"	52.81lb	52.81lb
1	L831		FB 1/2x4 300W	15' 11"	108.24lb	108.24lb
1	L844		L 7x4x3/4 300W	8' 5"	220.52lb	220.52lb
1	L846		HSS 5x3x.375 A500-Gr.C	7' 10"	134.73lb	134.73lb
1	L878		L 6x6x5/8 300W	6' 6"	157.30lb	157.30lb
1	L879		L 3-1/2x3-1/2x5/16 300W	7' 10"	56.40lb	56.40lb
1	L880		L 3x3x3/16 300W	4' 9"	17.62lb	17.62lb
1	L916		C 2x1x1/8 300W	17' 2"	30.56lb	30.56lb
1	L917		L 6x3-1/2x5/16 300W	11' 5"	111.88lb	111.88lb
1	L918		L 6x3-1/2x5/16 300W	12' 1"	118.42lb	118.42lb
2	L919		L 6x3-1/2x5/16 300W	1' 1-3/4"	11.23lb	22.46lb
1	L920		L 4x4x1/4 300W	2' 9-3/4"	18.56lb	18.56lb
1	L921		HSS 4-1/2x4-1/2x.250 A500-Gr.C	13' 0"	180.44lb	180.44lb
1	L922		L 6x6x1/2 300W	10' 9"	210.70lb	210.70lb
1	L923		L 6x6x1/2 300W	10' 3-3/4"	202.12lb	202.12lb
1	L924		L 6x6x1/2 300W	10' 3-3/4"	202.12lb	202.12lb
1	L925		L 6x6x1/2 300W	10' 4"	202.53lb	202.53lb
1	L926		L 6x6x1/2 300W	11' 5"	223.77lb	223.77lb
1	L927		L 5x3x1/2 300W	11' 9"	150.40lb	150.40lb
3	L928		L 5x3-1/2x1/4 300W	2' 6"	17.50lb	52.50lb
1	L929		L 5x3-1/2x1/4 300W	3' 2-1/2"	22.46lb	22.46lb
1	L930		L 5x3-1/2x1/4 300W	13' 4-3/4"	93.77lb	93.77lb
1	L931		L 5x3-1/2x1/4 300W	11' 5"	79.92lb	79.92lb
1	L932		L 5x3-1/2x1/4 300W	8' 4-3/4"	58.77lb	58.77lb
1	L933		L 5x3-1/2x1/4 300W	11' 11-3/4"	83.85lb	83.85lb
1	L934		L 5x3-1/2x1/4 300W	14' 7"	102.08lb	102.08lb

Total wt: 18,463.52lb

TRAILER

Load List



Project: inventory
Inventory Sale to Kimco- Dec.3.18

Load number: 50009

From

Laplante Welding of Cornwall Inc. (Alexandria)
200 St. Georges St. W
Alexandria ON K0C 1A0

Attn: NA
Phone: 613.525.1100
Fax: 613.525.0100

Ship To

Kimco
1325 John Counter Blvd
Kingston On K7L 4W1

Attn: Evan
Phone: 800.267.09025
Fax:

Carrier

Kimco
1325 John Counter Blvd
Kingston On K7L 4W1

Attn: Evan
Phone: 800.267.09025
Fax:

Load Summary

Shipped date: 21/Dec/18
Deliver by:
Total qty loaded: 161
Total wt loaded: 76,579.73lb
Directions:

Customer:
Reference: Trailer#6 L#9
FOB point:
Staged at:

Loaded Items List

Qty	Mark	Assembly type	Main member description	Main member length	Weight each	Extended weight
Sequence: 0		Lot: 0				
2	L727		L 6x3-1/2x5/16 300W	20' 0"	196.00lb	392.00lb
1	L728		L 4x4x5/8 300W	20' 0"	314.00lb	314.00lb
1	L729		L 6x3-1/2x3/8 300W	20' 0"	234.00lb	234.00lb
1	L730		L 5x5x5/16 300W	20' 0"	206.00lb	206.00lb
1	L731		L 6x3-1/2x1/2 300W	20' 0"	306.00lb	306.00lb
1	L732		L 5x3x3/8 300W	21' 3"	208.25lb	208.25lb
1	L733		L 5x3x3/8 300W	20' 0"	196.00lb	196.00lb
1	L734		L 4x3x1/4 300W	20' 0"	116.00lb	116.00lb
1	L735		L 6x4x3/8 300W	20' 0"	246.00lb	246.00lb
1	L736		L 5x5x3/8 350W	20' 2"	248.05lb	248.05lb
1	L737		L 7x4x1/2 300W	20' 0"	358.00lb	358.00lb
1	L738		L 4x3x1/2 300W	20' 0"	222.00lb	222.00lb
2	L739		L 5x3x5/16 350W	20' 0"	164.00lb	328.00lb
3	L740		L 3-1/2x3-1/2x1/4 300W	20' 0"	116.00lb	348.00lb
1	L741		L 5x5x5/16 300W	20' 3"	208.57lb	208.57lb

Laplante Welding of Cornwall Inc. (Alexandria)
613.525.1100

Printed: 20/Dec/18 15:17:34

Michael Stearns ^{TH.} 54

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
9	L742		HSS 2-1/2x2-1/2x.125 A500-Gr.C	24' 0"	93.60lb	842.40lb
1	L743		HSS 3x2x.250 A500-Gr.C	24' 0"	169.92lb	169.92lb
4	L744		HSS 2x2x.125 A500-Gr.C	24' 0"	72.96lb	291.84lb
3	L745		HSS 3x3x.125 A500-Gr.C	24' 0"	114.00lb	342.00lb
2	L746		C 4x5.4 300W	40' 0"	216.00lb	432.00lb
1	L747		C 3x4.1 300W	40' 0"	164.00lb	164.00lb
1	L748		L 3x2x3/8 300W	20' 0"	118.00lb	118.00lb
1	L749		L 5x3x1/4 300W	23' 1"	152.35lb	152.35lb
2	L832		L 3x3x1/4 300W	20' 0"	98.00lb	196.00lb
4	L833		C 6x8.2 300W	20' 0"	164.00lb	656.00lb
7	L834		HSS 1.660x.140 A500-C	20' 0"	45.40lb	317.80lb
1	L835		L 1x1x3/16 300W	20' 0"	23.20lb	23.20lb
1	L836		L 8x8x1/2 300W	20' 0"	528.00lb	528.00lb
1	L837		L 4x4x1/2 300W	20' 0"	256.00lb	256.00lb
1	L838		L 4x4x1/4 300W	20' 0"	132.00lb	132.00lb
4	L839		FB 3/8x6 300W	20' 0"	153.00lb	612.00lb
1	L840		C 4x6.25 300W	20' 1"	125.52lb	125.52lb
1	L841		FB 3/8x8 300W	20' 0"	204.00lb	204.00lb
1	L842		WT 10.5x31 350W	22' 7"	700.08lb	700.08lb
1	L843		HSS 3x3x.250 A500-Gr.C	20' 2"	177.06lb	177.06lb
1	L845		HSS 3-1/2x3-1/2x.250 A500-Gr.C	24' 0"	251.52lb	251.52lb
3	L847		HSS 3x3x.125 A500-Gr.C	24' 0"	114.00lb	342.00lb
7	L848		FB 3/8x3-1/2 300W	20' 0"	89.26lb	624.82lb
1	L849		FB 1/2x2 300W	20' 0"	68.01lb	68.01lb
1	L850		L 4x4x3/4 300W	20' 0"	370.00lb	370.00lb
1	L851		HSS 5x5x.188 A500-Gr.C	22' 8"	271.09lb	271.09lb
1	L852		HSS 5x5x.188 A500-Gr.C	25' 1"	300.00lb	300.00lb
1	L853		HSS 5x5x.188 A500-Gr.C	22' 8"	271.09lb	271.09lb
2	L854		HSS 5x5x.188 A500-Gr.C	22' 8"	271.09lb	542.18lb
1	L855		HSS 6x6x.313 A500-Gr.C	20' 0"	465.80lb	465.80lb
3	L856		HSS 8.625x.250 A500-Gr.C	22' 11"	512.87lb	1,538.61lb
1	L857		HSS 8.625x.375 A500-Gr.C	36' 7"	1,209.81lb	1,209.81lb
1	L858		HSS 8.625x.375 A500-Gr.C	30' 0"	992.10lb	992.10lb
1	L859		HSS 10.750x.375 A500-Gr.C	23' 0"	956.57lb	956.57lb
1	L860		HSS 8.625x.322 A500-Gr.C	20' 3"	578.74lb	578.74lb
1	L861		HSS 3x.188 A500-Gr.C	36' 1"	203.87lb	203.87lb
1	L862		HSS 3x.250 A500-Gr.C	18' 2"	133.52lb	133.52lb
1	L863		HSS 8.625x.188 A500-Gr.C	25' 0"	424.00lb	424.00lb
1	L864		HSS 3.500x.313 A500-Gr.C	24' 1"	256.73lb	256.73lb
1	L865		HSS 2.375x.250 A500-Gr.C	24' 1"	136.79lb	136.79lb
1	L866		C 12x20.7 300W	20' 0"	414.00lb	414.00lb
1	L867		C 15x33.9 300W	23' 1"	782.52lb	782.52lb
1	L868		C 12x20.7 300W	24' 4"	503.70lb	503.70lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
1	L869		L 6x6x5/16 300W	23' 2"	287.27lb	287.27lb
1	L870		L 3x3x3/16 300W	25' 7"	94.91lb	94.91lb
3	L871		L 6x3-1/2x5/16 300W	20' 0"	196.00lb	588.00lb
1	L872		L 6x3-1/2x3/8 300W	15' 11"	186.22lb	186.22lb
1	L873		L 6x4x5/8 300W	20' 0"	400.00lb	400.00lb
1	L874		L 4x3x1/4 300W	40' 0"	232.00lb	232.00lb
1	L875		L 3x2x1/4 300W	40' 0"	164.00lb	164.00lb
1	L876		L 8x8x1/2 300W	40' 0"	1,056.00lb	1,056.00lb
1	L881		L 5x5x5/16 300W	20' 1"	206.86lb	206.86lb
2	L882		W 16x57 350W	35' 0"	1,995.00lb	3,990.00lb
2	L883		W 18x50 350W	27' 9"	1,387.50lb	2,775.00lb
1	L884		HSS 6x6x.188 A500-Gr.C	42' 7"	617.88lb	617.88lb
1	L885		W 18x35 350W	31' 11"	1,117.08lb	1,117.08lb
1	L886		W 14x26 350W	28' 0"	728.00lb	728.00lb
1	L887		W 12x26 350W	25' 9"	669.50lb	669.50lb
1	L888		W 14x34 350W	30' 6"	1,037.00lb	1,037.00lb
1	L889		W 12x22 350W	35' 11"	790.17lb	790.17lb
1	L890		W 21x44 350W	20' 11"	920.33lb	920.33lb
1	L891		W 18x35 350W	17' 4"	606.67lb	606.67lb
1	L892		W 10x22 350W	20' 3"	445.50lb	445.50lb
1	L893		S 8x18.4 350W	20' 4"	374.13lb	374.13lb
2	L894		L 3x3x1/4 300W	20' 0"	98.00lb	196.00lb
1	L895		L 3x3x1/4 300W	20' 0"	98.00lb	98.00lb
1	L896		WT 8x25 350W	27' 3"	681.25lb	681.25lb
12	L897		WT 12x96 350W	27' 1"	2,600.00lb	31,200.00lb
1	L898		W 18x50 350W	29' 6"	1,475.00lb	1,475.00lb
1	L899		W 21x44 350W	18' 11"	832.33lb	832.33lb
1	L900		W 12x16 350W	18' 3"	292.00lb	292.00lb
1	L901		FB 1/4x3-1/2 300W	20' 2"	60.00lb	60.00lb
1	L902		HSS 3x1x.188 A500-Gr.C	21' 3"	91.59lb	91.59lb
1	L903		HSS 5x2-1/2x.188 A500-Gr.C	21' 9"	191.18lb	191.18lb
1	L904		HSS 3-1/2x1-1/2x.188 A500-Gr.C	20' 2"	112.73lb	112.73lb
2	L905		HSS 3x2x.188 A500-Gr.C	24' 2"	135.09lb	270.18lb
1	L906		HSS 7x3x.250 A500-Gr.C	20' 7"	320.69lb	320.69lb
1	L907		HSS 3x1-1/2x.125 A500-Gr.C	24' 2"	83.86lb	83.86lb
1	L908		HSS 5x3x.250 A500-Gr.C	24' 1"	293.33lb	293.33lb
1	L909		HSS 4x4x.188 A500-Gr.C	20' 9"	195.05lb	195.05lb
1	L910		HSS 2x1x.188 350W-C	24' 0"	72.72lb	72.72lb
1	L911		HSS 3x3x.375 A500-Gr.C	20' 9"	250.87lb	250.87lb
1	L912		HSS 3x3x.250 A500-Gr.C	24' 0"	210.72lb	210.72lb
1	L913		L 4x4x1/4 300W	20' 0"	132.00lb	132.00lb
1	L914		L 4x3-1/2x5/16 300W	20' 0"	154.00lb	154.00lb
2	L915		C 2x1x1/8 300W	20' 0"	35.60lb	71.20lb

Qty	Mark	Assembly Name	Main member description	Main member length	Weight each	Extended weight
161					Total wt:	76,579.73lb

Nov 28, 2016

LAPLANTE WELDING OF CORNWALL INC.
800 Second Street W
Cornwall, ON, K6J 1H6

Total Station

Agreement Number / Numéro d'entente 2794749

As required under the Personal Property Security Act for the **Province of Ontario**, enclosed is a copy of the Verification Statement confirming the registration done by National Leasing Group Inc. This is for your records only.

Tel que requis d'après la Loi sur les Sûretés mobilières de la **province de l'Ontario**, vous trouverez ci-jointe une copie de l'Etat de vérification confirmant l'enregistrement sur vos biens par National Leasing Group Inc. Pour vos dossiers seulement.

Financing Change Statement/Change Statement
État de modification du financement/État de modification

2016/11/29 334 04555
 CCCL587 6005A20161129C

Registration No. (for office use only) / N° d'enregistrement (usage interne)
 YYYY/AAAA MM/MM DD/JJ Time/Heure Branch/Bureau Sequence/Séquence



Form **3C**
 Formule 3C 10553(03/95)

Registered Under (office use only) / Enregistré aux termes de (usage interne)

PPSA

31 Reference File Number / N° de dossier de référence: **722921382** Renewal (B) OR Discharge (C) / Renouvellement (B) OU Mainlevée(C) Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

32 Individual Debtor (as recorded) / Débiteur particulier (tel qu'inscrit)
 First Given Name / Premier prénom Initial / Initiale Surname / Nom de famille

33 Business Debtor (as recorded) / Débiteur commercial (tel qu'inscrit): **LAPLANTE WELDING OF CORNWALL INC.**
 Ontario Corporation No. / N° matricule de la personne morale en Ontario

08/16 Secured Party/Lien Claimant/ Registering Agent / Créancier garanti/ Créancier privilégié/ Agent d'enregistrement

09/17 Address / Adresse City, etc / Ville, etc Prov. / Prov. Postal Code / Code postal

NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE,
WINNIPEG MB R3T 1L9

Authorized Signature / Signature autorisée
 Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant / Nom et signature du créancier garanti/créancier privilégié OU Nom du créancier garanti/créancier privilégié ET nom et signature de l'agent du créancier garanti/créancier privilégié

This form must not be reproduced for registration purposes. / Cette formule ne doit pas être reproduite aux fins d'enregistrement.

(Cut along dotted line / Détachez à la ligne pointillée)

This is not a Certificate issued under the PPSA. It is provided as a courtesy to assist you! / Le présent n'est pas un certificat délivré en vertu de PPSA. Il est délivré à titre gracieux pour vous aider.

Verification Statement / État de vérification

Form Type / Type de formule	Page	Line / Ligne	*The expiry date calculated by the system may exceed the date on which the registration ceases to be effective / La date d'expiration établie en vertu du système peut être postérieure à la date à laquelle l'enregistrement cesse d'être en vigueur	Page / Page	OF / DE	Total Pages / Nombre de pages	*Expiry Date / Date d'expiration YYYY/AAAA-MM/MM-DD/JJ
				1		2	2020/11/29

1C 1 00 722921382
 1C 1 01 CAUTION FILING/AVERTIS: PAGE: 1 OF/DE: 2 MV SCHEDULE
 1C 1 01 ATTACHED/LISTE VA: REG NUM/NO ENREGIST: 20161129 1624 6005 1764
 1C 1 01 REG UNDER/T. ENREG: P REG PERIOD/PERIODE: 04
 1C 1 03 LAPLANTE WELDING OF CORNWALL INC.
 1C 1 04 800 SECOND STREET WEST,
 1C 1 04 CORNWALL ON K6J 1H6
 1C 1 08 NATIONAL LEASING GROUP INC.
 1C 1 09 1525 BUFFALO PLACE,
 1C 1 09 WINNIPEG MB R3T 1L9
 1C 1 10 CONS GOODS/BIENS CONS: INVTRY/STOCK: EQUIP/MATER: X
 1C 1 10 ACCTS/COMPT: OTHER/AUTRE: MV INCL/VA INCLUS:
 1C 1 10 AMOUNT/MONTANT: DATE OF MATURITY/DATE ECHEANCE:
 1C 1 10 NO FIXED MAT DATE/D ECHE PAS DET:
 1C 1 13 ALL SURVEYING EQUIPMENT-TRIMBLE AND RELATED COMPONENTS OF EVERY
 1C 1 14 NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2794749, BETWEEN THE
 1C 1 15 SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER

*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***

Financing Change Statement/Change Statement
État de modification du financement/État de modification

2016/11/29 334 04556
 CCCL587 6005A20161129C

Registration No. (for office use only) / N° d'enregistrement (usage interne)
 YYYY/AAAA MM/MM DD/JJ Time/Heure Branch/Bureau Sequence/Séquence

01



Registered Under (office use only) / Enregistré aux termes de l'usage interne

31 Reference File Number / N° de dossier de référence: **722921382** Renewal (B) OR Discharge (C) / Rencouvellement (B) OU Mainlevée (C) Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

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 First Given Name / Premier prénom Initial / Initiale Surname / Nom de famille

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 Ontario Corporation No. / N° matricule de la personne morale en Ontario

08 16 Secured Party/Lien Claimant/Registering Agent / Créancier garanti/ Créancier privilégié/Agent d'enregistrement
 Address/Adresse City, etc / Ville, etc Prov. /Prov. Postal Code /Code postal

NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE,
WINNIPEG MB R3T 1L9

Authorized Signature/Signature autorisée
 Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant / Nom et signature du créancier garanti/créancier privilégié OU Nom du créancier garanti/créancier privilégié ET nom et signature de l'agent du créancier garanti/créancier privilégié

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(Cut along dotted line / Détachez à la ligne pointillée)

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Verification Statement/État de vérification

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				2		2	2020/11/29

1C	2	00	722921382				
1C	2	01	CAUTION FILING/AVERTIS:	PAGE:	2 OF/DE:	2	MV SCHEDULE
1C	2	01	ATTACHED/LISTE VA:	REG NUM/NO ENREGIST:	20161129	1624	6005 1764
1C	2	01	REG UNDER/T. ENREG:	REG PERIOD/PERIODE:			
1C	2	13	WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.				

*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***



1525 Buffalo Place
Winnipeg, Manitoba
Canada R3T 1L9
tel: 204-954-9000
toll free tel: 888-599-1966
www.nationalleasing.com
customer.service@nationalleasing.com

November 29, 2016

Laplante Welding Of Cornwall Inc.
800 Second ST W
Cornwall, ON K6J 1H6

RE: YOUR LEASE NO. 2794749: Surveying Equipment

Thank you for using National Leasing to finance your lease.

It is important to protect your investment in this equipment by obtaining insurance coverage. As stated in your lease contract, you are required to insure the leased equipment during the term of the lease.

Please arrange for your insurance agent to complete, date and sign the enclosed confirmation of insurance form, and return it to us within the next 30 days.

If we do not receive the required confirmation of insurance from you, you will be charged a loss damage waiver fee in accordance with the provisions of your lease contract. This service fee of \$31.26 plus applicable taxes will be added to your lease payments after the first 60 days of your lease.

The terms of our Loss Damage Waiver Program are enclosed and are posted on our website at <http://www.nationalleasing.com/products/lossdamagewaiver.php>.

If you have any questions regarding your lease obligations including your obligation to obtain insurance to cover the leased equipment for loss or damage, please contact our Customer Service Department by phone at 1-888-599-1966, by fax at 1-800-882-0560 or by email at customerservice@nationalleasing.com, or visit our website at www.nationalleasing.com.

Yours truly,

National Leasing

LESSOR LOSS DAMAGE WAIVER PROGRAM

1. **IMPLEMENTATION OF PROGRAM.** If a lessee does not obtain insurance covering leased equipment for loss or damage as required by the lease contract or if the lessee does not provide the lessor with proof of such insurance coverage, indicating the lessor as loss payee, then the lessee will be charged a loss damage waiver fee. The lessor will waive the lessee's obligation to obtain such insurance, as set out in the lease contract provided that the lessee pays and continues to pay the applicable loss damage waiver fee to the lessor during the term of the lease. The amount of the loss damage waiver fee will be calculated and provided to the lessee by the lessor at the commencement of the lease term. The fee amount is fixed for the term of the lease.

2. **GENERAL SCOPE.** In the event of loss or damage to eligible leased equipment, the lessor shall at its option either repair the leased equipment if repairable or replace the leased equipment provided that all of the following conditions are satisfied by the lessee:

- (a) the equipment is eligible property as described in paragraph 3 and 4 of this Program;
- (b) the lessee pays to the lessor the first \$250 of the cost of replacement or repair (the first \$500 for portable lap top computers);
- (c) the loss or damage to the equipment is caused by an event set out in paragraph 5 of this Program;
- (d) the loss, damage or the equipment is not otherwise excluded from the scope of this Program;
- (e) Replacement cost value on items two (2) years or newer;
- (f) Actual cash value on items beyond two (2) years; and
- (g) all of the other conditions set out in this Program are otherwise satisfied.

3. **LOCATION OF ELIGIBLE EQUIPMENT.** Only leased equipment located within Canada or in transit or temporarily stored at a location not owned by the lessee in the continental United States is eligible for the Program.

4. **INELIGIBLE EQUIPMENT.** The lessee remains responsible for and the lessor does not waive the lessee's responsibility for damage or loss to leased equipment if the equipment is:

- (a) Equipment which is waterborne;
- (b) Aircraft or watercraft, including their motors, equipment and accessories;
- (c) Automobiles, trucks, or any self-propelled vehicles or machines primarily designed and licensed for road use;
- (d) Trailers or semi-trailers, unless the trailer is part of a single work unit and is intended primarily to provide mobility to the main item of equipment; and both the trailer and the main item of equipment are covered under one agreement;
- (e) Equipment used in mining, logging, lumbering, or oil or gas explorations or processing;
- (f) Underground equipment or equipment while located underground; or
- (g) Equipment valued in excess of \$100,000.

5. **EVENTS.** Under the lease contract, the lessee is responsible for and accepts the risk of loss or damage to the leased equipment. In consideration of the payment of the loss damage waiver fee, the lessor will waive the lessee's responsibility in this regard but only in the event the leased equipment is damaged or lost due to one of the following events:

- (a) Burglary
- (b) Theft
- (c) Attempted Theft
- (d) Fire
- (e) Lightning
- (f) Windstorm
- (g) Tornado; or
- (h) Vandalism

6. **MINIMUM REPAIR OR REPLACEMENT VALUES.** The lessee remains responsible for and the lessor does not waive the lessee's responsibility for damage or loss to the eligible leased equipment if:

- (a) The eligible leased equipment is a portable lap top computer and the cost to replace the lost equipment or to repair the damage, as determined by the lessor's Program Administrator, does not exceed \$500 in which case the lessee remain entirely responsible for and accepts the risk of such loss or damage; or
- (b) The eligible leased equipment is any other type of eligible equipment and the cost to replace the lost equipment or to repair the damage, as determined by the lessor's Program Administrator, does not exceed \$250 in which case the lessee remains entirely responsible for and accepts the risk of such loss or damage.

7. **EXCLUDED DAMAGE OR LOSS.** The lessee remains responsible for and the lessor does not waive the lessee's obligations for damage or loss to eligible leased equipment resulting from:

- (a) Wear and tear;
- (b) Mechanical breakdown;
- (c) Loss of market;
- (d) Damage caused by dampness, dryness, changes in or extremes of temperature;
- (e) Loss disclosed upon taking inventory; or unexplained loss;
- (f) Artificially generated electric current;
- (g) Water damage;
- (h) Any earth movement;
- (i) Voluntary parting with any property;
- (j) Conversion;
- (k) Breakage, unless caused by a covered peril such as fire, theft, wind, etc.; and
- (l) All insured articles must be stored under lock and key.

8. **WITHDRAWING FROM THE PROGRAM.** The lessee can withdraw from the Program at any time by obtaining insurance covering the leased equipment for loss or damage as required by the lease contract and providing the lessor with proof of such insurance coverage, indicating the lessor as loss payee.

9. **REPORTING LOSS OR DAMAGE.** If your eligible leased equipment is lost or damaged, contact the lessor with the details of the loss or damage. Call us at 888-599-1966 or email information to insurance@nationalleasing.com. The lessor will forward the details of the loss or damage to our Program Administrator who will contact you if additional information is required.

Updated March 2014

LESSEE	Lessee Name: LAPLANTE WELDING OF CORNWALL INC.		
	Address: 800 Second Street W, Cornwall ON K6J 1H6		
	Contact Name:		Telephone: (613) 938-7886
PAYMENT TERMS	Term: 36 months		Payment Period: Monthly
	Total # of Rent Payments: 36		Security Deposit: \$0.00
	Purchase Option Date: End of Term's 36th Calendar Month		Purchase Option Price: \$1.00
	Rent: \$1,214.93 plus applicable taxes		
EQUIPMENT	Equipment Location: See Equipment Schedule		
	Equipment Description: See Equipment Schedule		
ATTACHMENTS	SEE ATTACHMENTS FOR ADDITIONAL TERMS AND CONDITIONS		
	Terms and Conditions Attachment		Equipment Schedule
DELIVERY AND ACCEPTANCE OF EQUIPMENT			
STRIKE THROUGH IF EQUIPMENT HAS NOT BEEN DELIVERED		Lessee certifies that all Equipment has been received, is fully installed and is in good operating order in accordance with all requirements and specifications. Lessee unconditionally accepts the Equipment and acknowledges that Lessor relies on this acceptance to pay the supplier of the Equipment and commence this Agreement.	

Date: Nov 25/16

LAPLANTE WELDING OF CORNWALL INC.
By:

Signature X [Signature]
Name: STEWART STEWART
Title: Controller



INVOICE

1525 Buffalo Place
Winnipeg, MB R3T 1L9
Toll Free Phone: 888-599-1966
Toll Free Fax: 800-882-0560
customerservice@nationalleasing.com

INVOICE DATE: 15-Nov-2016

Bill to: LAPLANTE WELDING OF CORNWALL INC.
800 Second Street W, Cornwall ON K6J 1H6

Agreement No.: 2794749

Description	Amount	PST/QST	GST/HST	Total
Documentation/Arrangement Fee	\$250.00	\$0.00	\$32.50	\$282.50
Amount Due Upon Receipt:				\$282.50
Lease Billing	\$1,214.93	\$0.00	\$157.94	\$1,372.87
Due 01-Dec-2016				\$1,372.87

Comments:

The Pre-Authorized Payment Provisions of the Agreement, if any, are incorporated by reference into this Invoice to authorize National Leasing Group Inc. to debit any amounts due under this Invoice from Customer's account.

GST/HST No.	103850269
QST No.	1008298501

Remittance Form
(For use if remitting payment by cheque)
Please detach and send with your cheque.

CUSTOMER No. 50533100
LAPLANTE WELDING OF CORNWALL INC.

1525 Buffalo Place
Winnipeg, Manitoba
Canada, R3T 1L9

Total: \$1,655.37

INVOICE NO. 2794749-1



1525 Buffalo Place | Winnipeg, MB. R3T 1L9
1-888-599-1966 | nationalleasing.com
customerservice@nationalleasing.com

November 30, 2016

LAPLANTE WELDING OF CORNWALL INC.
800 SECOND STREET W
CORNWALL, ON
K6J 1H6

Re: Agreement # 2794749 - Welcome!

Hello,

Thank you for choosing National Leasing. A copy of your contract is attached. Please save it in a secure place for future reference. We have adjusted and noted any clerical changes on the enclosed copy.

For us, success means continually innovating to meet your ever-changing needs. This is only possible through feedback you provide. Please take 5 minutes to share your experience at:

Web Address: finance.getfeedback.com/welcome

Survey Code: 9427749

I am confident this financing will help your business grow and if you have questions or need help at any time, give us a call at (888) 599-1966.

Thanks again!

Tom Pundyk
President and CEO
National Leasing

TERMS AND CONDITIONS ATTACHMENT

6. Return of Equipment: Lessee will return the Equipment to Lessor on the termination of this Agreement, at Lessee's cost to a location directed by Lessor, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not purchased or returned to Lessor at the end of the Term, then provided that no unremedied default exists, this Agreement will be automatically renewed on a month to month basis.

7. Insurance Loss, Damage: Lessee is responsible for and accepts the risk of loss or damage to the Equipment. Lessee will insure the Equipment against all risk of loss at replacement value in amounts and on terms acceptable to Lessor. Proceeds of such insurance may be applied, at Lessor's option, to replacement or repair of the Equipment or toward payment of Lessee's obligations under this Agreement. Lessee will also obtain, at Lessor's request, comprehensive commercial general liability insurance and insurance against any other risks, in amounts and on terms acceptable to Lessor. Lessee will name Lessor as first loss payee and/or additional insured and provide Lessor written proof of this insurance. If Lessee does not provide Lessor with such proof of insurance, at Lessor's request, Lessee will pay Lessor a monthly loss damage waiver fee in consideration of Lessor waiving Lessee's obligation to obtain and provide proof of insurance. The amount of such fee will be calculated and provided to Lessee within the first month of the Term and payable on the same date as Rent commencing on the third month of the Term. Written notice of this fee is incorporated by reference into this Lease. Lessor may (but is not obligated to) obtain insurance coverage to protect its interest in the Equipment.

8. Assignment: Lessee consents to the Lessor's assignment of this Agreement to a third party provided that the Lessor continues to be liable for its obligations, as lessor, under this Agreement. Any assignee will be entitled to enforce all of Lessor's rights but will have no obligations under this Agreement. Lessee will not assign this Agreement or transfer, sublease, encumber or give up possession of the Equipment without Lessor's prior written consent.

9. Indemnity: Lessee indemnifies and saves Lessor harmless from and against all losses, expenses, damages, liabilities, claims and orders, including solicitor's fees on a solicitor and client basis arising from this Agreement or the Equipment, including any obligations imposed on Lessor by the Equipment supplier, except for loss caused solely by the negligence of Lessor. This indemnity will survive the termination of this Agreement.

10. Other Fees and Charges: If any payment of Rent or other amount payable under this Agreement is late, Lessee will pay a late fee, when it accrues, of 2% per month (24% per annum) on the unpaid amount or \$10 per month, whichever is greater, both before and after judgment. Lessee will also pay an insufficient funds charge of \$45 for any dishonoured cheque or pre-authorized payment on the date that the check or payment is dishonoured. Lessee will pay (a) arrangement, documentation, sale and lease back transaction (if applicable) fees for document processing costs on the due date of the first Rent payment, (b) a re-documentation fee if and when this Agreement is cancelled and re-documented, (c) an assignment fee if this Lease is assigned by Lessee, (d) a fixture filing fee, if and when a fixture filing is required, and (e) a lease expiry fee on the date this Agreement expires. A statement of the amount of all fees payable is available on request.

11. Default: If: (a) Lessee fails to pay any Rent or other amount payable under this Agreement when due; (b) Lessee fails to comply with any other term of this Agreement; (c) Lessee defaults under any other agreement with Lessor; (d) any representation made by Lessee in connection with this Agreement is or becomes untrue; (e) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (f) any Equipment is subjected to any lien, charge, encumbrance, seizure, attachment, adverse

claim or other judicial process; (g) Lessee makes any assignment for the benefit of Lessee's creditors, becomes insolvent, commits or threatens to commit any act of bankruptcy, winding up or dissolution, ceases or threatens to cease to carry on business or seeks any arrangement or compromise with Lessee's creditors; (h) any bankruptcy, receivership, winding up, dissolution, liquidation, or insolvency proceeding is commenced against Lessee, or (i) Lessor believes, acting reasonably and in good faith, that the prospect of payment under this Agreement is impaired; then, all Rent and any other amounts to become due under this Agreement to the end of the Term, shall immediately become due and payable on demand. Lessee will at its own cost on Lessor's demand immediately deliver the Equipment to a location directed by Lessor. Lessor may, without notice and without resort to legal process, take immediate possession of the Equipment. Lessor may enter the premises where the Equipment is located for purposes of disabling or removal of the Equipment without incurring any liability to Lessee. Lessee will pay Lessor's costs of collection, re-possession of the Equipment and of the enforcement of Lessor's rights, including legal costs on a solicitor and client basis.

12. Miscellaneous: Lessee consents to the collection, use and disclosure of personal information by Lessor and its assignees, for the purposes set out in this Agreement, to enable Lessor to provide leasing services to Lessee and to promote the products and services of Lessor and its affiliates. Lessor is entitled to conduct a personal investigation or credit check upon Lessee, subject to applicable legislation. A signed copy of this Agreement transmitted by email, facsimile or other electronic means is deemed to be an original. Time is of the essence of this Agreement. This Agreement will be construed according to the laws of the Province of the Location of the Equipment. To the extent permitted by law Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. The parties agree that this Agreement and all related documents be written in English. Les parties aux présentes consentent à ce que le présent Contract et tous les documents connexes soient rédigés en anglais. This Agreement constitutes a leasing as defined in the Civil Code of Quebec if the Equipment Location is in Quebec. Lessee will allow Lessor access to the Equipment for inspection during the Term. The Equipment is and will remain the sole property of Lessor during the Term. This Agreement will not become binding upon Lessor until accepted by Lessor. This Agreement is binding on Lessee's heirs, executors, administrators, successors and permitted assigns. If more than one Lessee is named in this Agreement, the liability of each Lessee will be joint and several and will not be affected by any amendment or renewal of this Agreement. Notice required under this Agreement will be provided to the Lessee in writing to the address set forth in this Agreement. Clerical errors will not affect the validity of this Agreement and Lessor may correct clerical errors provided that Lessor gives notice of the correction to Lessee. This Agreement constitutes the entire agreement between Lessee as lessee and Lessor as lessor. Lessee acknowledges that the Equipment suppliers or their sales representatives or any lease brokers, are not Lessor's agents and are not authorized to waive or change the terms of the Agreement or act on behalf of Lessor. Lessee acknowledges receipt of a copy of this Agreement and waives the delivery of a copy of any financing statement registered in respect of this Agreement. Where permitted, Lessor grants to Lessee and Lessee accepts a non-transferable and non-exclusive license to use any software referred to in this Agreement with the Equipment. Lessee may not alter such software and will not copy, disclose or make such software available to any other person without Lessor's prior written consent.

 **NATIONAL LEASING** EQUIPMENT SCHEDULE

This schedule is attached to and forms part of:

Agreement No.: 2794749

Lessee/Borrower: LAPLANTE WELDING OF CORNWALL INC.



Equipment Location: 800 Second Street W, Cornwall ON K6J 1H6

Description of Equipment:

- (1) 2015 Trimble RTS773 Demo Robotic total station including: 1 calibration, batteries and chargers, mini pole seco, red. tripod and prism MT1000 S/N: 96515832 S/N: 73610572 ✓
- (1) Trimble Yuma2 Tablet including: Trimble field link (TFL) Software & Trimble Field link office (TFL) software S/N: T71SY124900807 ✓

LESSEE	Lessee Name: LAPLANTE WELDING OF CORNWALL INC.		
	Address: 800 Second Street W, Cornwall ON K6J 1H6		
TERMS	Contact Name:	Telephone: (613) 938-7886	
	Email:	Fax:	
PAYMENT	Term: 36 months	Payment Period: Monthly	Security Deposit: \$0.00
	Total # of Rent Payments: 36		Rent: \$1,214.93 plus applicable taxes
	Purchase Option Date: End of Term's 36th Calendar Month		Purchase Option Price: \$1.00
EQUIPMENT	Equipment Location: See Equipment Schedule		
	Equipment Description: See Equipment Schedule		
ATTACHMENTS	SEE ATTACHMENTS FOR ADDITIONAL TERMS AND CONDITIONS		
	Terms and Conditions Attachment		Equipment Schedule

STRIKE THROUGH IF EQUIPMENT HAS NOT BEEN DELIVERED	DELIVERY AND ACCEPTANCE OF EQUIPMENT
	Lessee certifies that all Equipment has been received, is fully installed and is in good operating order in accordance with all requirements and specifications. Lessee unconditionally accepts the Equipment and acknowledges that Lessor relies on this acceptance to pay the supplier of the Equipment and commence this Agreement.

Date: Nov 25/16

LAPLANTE WELDING OF CORNWALL INC.

By:

Signature X [Signature]
 Name: JULIET STEWART
 Title: Contrôleur



INVOICE

1525 Buffalo Place
Winnipeg, MB R3T 1L9
Toll Free Phone: 888-599-1966
Toll Free Fax: 800-882-0560
customerservice@nationalleasing.com

INVOICE DATE: 15-Nov-2016

Bill to: LAPLANTE WELDING OF CORNWALL INC.
800 Second Street W, Cornwall ON K6J 1H6

Agreement No.: 2794749

Description	Amount	PST/QST	GST/HST	Total
Documentation/Arrangement Fee	\$250.00	\$0.00	\$32.50	\$282.50
Amount Due Upon Receipt:				\$282.50
Lease Billing	\$1,214.93	\$0.00	\$157.94	\$1,372.87
Due 01-Dec-2016				\$1,372.87

Comments:

The Pre-Authorized Payment Provisions of the Agreement, if any, are incorporated by reference into this Invoice to authorize National Leasing Group Inc. to debit any amounts due under this Invoice from Customer's account.

GST/HST No.	103850269
QST No.	1008298501

Remittance Form
(For use if remitting payment by cheque)
Please detach and send with your cheque.

CUSTOMER No. 50533100
LAPLANTE WELDING OF CORNWALL INC.

1525 Buffalo Place
Winnipeg, Manitoba
Canada, R3T 1L9

Total: **\$1,655.37**

INVOICE NO. 2794749-I

TERMS AND CONDITIONS ATTACHMENT

This attachment is attached to and forms part of:

Agreement No. 2794749

Lessee: LAPLANTE WELDING OF CORNWALL INC.

Capitalized words not defined in these terms and conditions refer to terms described in the first page of the Agreement.

1. Lease, Term, Rent: National Leasing Group Inc. ("Lessor") leases to Lessee and Lessee leases from Lessor the Equipment, together with all affixed parts and accessories during the Term for the Rent and subject to the terms of this Agreement. The Term begins on the commencement date to be established by Lessor on its acceptance of this Agreement, but will be no earlier than the date the Equipment is delivered to Lessee, unless Lessee directs otherwise in writing ("Commencement Date"). Lessee will pay the Rent during the Term and will also pay partial Rent for the period between the date Lessor pays Equipment supplier for the Equipment and the due date of the first Rent payment, in an amount pro-rated to the number of days of such period. Rent is payable in advance on the first day of each month (or other payment period) during the Term without set-off. Lessee will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes applicable to the Equipment and this Agreement. Any Security Deposit will be non-interest bearing and may be held by Lessor and applied by it to any amount due under this Agreement. Upon termination of this Agreement, Lessor will return any balance of the Security Deposit to Lessee. Lessee will pay partial Rent and the Security Deposit on the date Lessor pays Equipment supplier for the Equipment.

2. Pre-Authorized Payment Plan: Lessee authorizes Lessor to debit from Lessee's account for business purposes, the Rent and all other amounts due under this Agreement. Each amount will be debited on its respective due date as determined under this Agreement. Lessee has attached a sample cheque marked 'void' identifying the particulars of the account to be debited or has separately provided Lessor with Lessee's account information. Lessee will immediately notify Lessor in writing of any change in Lessee's account. The signatory/ies to this Agreement is/are authorized to debit Lessee's bank account. If Lessor waives the requirement for pre-authorized debit, then Lessee will pay a service charge for other payment methods. Lessee (a) may change or cancel this authorization at any time on 10 days' written notice to Lessor; and (b) has certain recourse rights if any debit does not comply with this Agreement (for example, the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement). To obtain information on recourse rights, a sample cancellation form or information on the right to cancel an authorization, Lessee may contact its financial institution or visit www.cdnpay.com. Lessor will obtain the specific prior authorization of Lessee for one-time or other sporadic debits, the amounts or due dates of which are not identified in this Agreement. **Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of future changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this Agreement.** Lessee will be notified of the identity and contact information of any such assignee. This authorization applies to any fees and charges due under this Lease and any payments due pursuant to any invoice, interim funding agreement or other agreement relating to this Lease and the Equipment.

3. No Warranties, No Cancellation: Lessee is leasing the Equipment "as is". Lessor does not make any warranty or representation whatsoever with respect to the Equipment,

including, without limitation as to the durability, quality, condition or suitability of the Equipment for Lessee's purposes. Lessor will not be liable to Lessee for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage however caused. Where permitted, Lessor assigns all manufacturer's and supplier's warranties related to the Equipment to Lessee during the Term. This Agreement cannot be cancelled by Lessee during the Term for any reason, including equipment failure, loss or damage. Lessee may not revoke acceptance of the Equipment. Lessee acknowledges that Lessee selected the Equipment and the Equipment supplier. Lessor purchased the Equipment at Lessee's request and on Lessee's instructions. Lessee shall perform, satisfy and discharge any purchaser obligations under any agreements with the Equipment supplier relating to the purchase of the Equipment, other than payment of the purchase price of the Equipment. Lessor is not responsible for equipment failure, software defects, the Equipment supplier's acts or the failure of the Equipment supplier or manufacturer to comply with any of its obligations. If any such failure or defects occur, Lessee may pursue any claim it may have against the Equipment supplier or manufacturer and will continue to comply with this Agreement.

4. Use, Location, Maintenance: Lessee certifies that the Equipment will be used solely for lawful business purposes and that the Equipment is not acquired for use primarily for personal, family or householder purposes. Lessee will operate and maintain the Equipment in accordance with any applicable manufacturer's instructions and recommendations and applicable laws. The Equipment will remain personal property and will not be affixed or attached to any lands or buildings without Lessor's prior written consent. Lessee will not relocate the Equipment from the Equipment Location or operate the Equipment outside the Province of the Equipment Location without Lessor's prior written consent. Lessee will: (a) maintain the Equipment, at Lessee's cost in good repair and working order; (b) pay all costs relating to the use and operation of the Equipment; and (c) not alter the Equipment in any manner without Lessor's prior written consent. Any replacements, alterations or improvements to the Equipment will form part of the Equipment and immediately become the property of Lessor.

5. Purchase Option: If no unremedied default exists, Lessee will have an option to purchase the Equipment, on the Purchase Option Date for the Purchase Option Price. If the Purchase Option Price is "Fair Market Value", then the Purchase Option Price will be the fair market value of the Equipment as of the Purchase Option Date, as determined by Lessor. Lessee may exercise this purchase option by giving written notice to exercise to Lessor at least 60 days before the Purchase Option Date and paying the Purchase Option Price, plus applicable taxes, at least 30 days before the Purchase Option Date. If the required notice and payment are not received by Lessor by the specified dates, the purchase option will terminate. Upon payment by Lessee of the Purchase Option Price, Lessor will transfer Lessor's interest in the Equipment to Lessee, on an "as is, where is" basis, free of any security interests created by Lessor.

TERMS AND CONDITIONS ATTACHMENT

6. Return of Equipment: Lessee will return the Equipment to Lessor on the termination of this Agreement, at Lessee's cost to a location directed by Lessor, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not purchased or returned to Lessor at the end of the Term, then provided that no unremedied default exists, this Agreement will be automatically renewed on a month to month basis.

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11. Default: If: (a) Lessee fails to pay any Rent or other amount payable under this Agreement when due; (b) Lessee fails to comply with any other term of this Agreement; (c) Lessee defaults under any other agreement with Lessor; (d) any representation made by Lessee in connection with this Agreement is or becomes untrue; (e) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (f) any Equipment is subjected to any lien, charge, encumbrance, seizure, attachment, adverse

claim or other judicial process; (g) Lessee makes any assignment for the benefit of Lessee's creditors, becomes insolvent, commits or threatens to commit any act of bankruptcy, winding up or dissolution, ceases or threatens to cease to carry on business or seeks any arrangement or compromise with Lessee's creditors; (h) any bankruptcy, receivership, winding up, dissolution, liquidation, or insolvency proceeding is commenced against Lessee; or (i) Lessor believes, acting reasonably and in good faith, that the prospect of payment under this Agreement is impaired; then, all Rent and any other amounts to become due under this Agreement to the end of the Term, shall immediately become due and payable on demand. Lessee will at its own cost on Lessor's demand immediately deliver the Equipment to a location directed by Lessor. Lessor may, without notice and without resort to legal process, take immediate possession of the Equipment. Lessor may enter the premises where the Equipment is located for purposes of disabling or removal of the Equipment without incurring any liability to Lessee. Lessee will pay Lessor's costs of collection, re-possession of the Equipment and of the enforcement of Lessor's rights, including legal costs on a solicitor and client basis.

12. Miscellaneous: Lessee consents to the collection, use and disclosure of personal information by Lessor and its assignees, for the purposes set out in this Agreement, to enable Lessor to provide leasing services to Lessee and to promote the products and services of Lessor and its affiliates. Lessor is entitled to conduct a personal investigation or credit check upon Lessee, subject to applicable legislation. A signed copy of this Agreement transmitted by email, facsimile or other electronic means is deemed to be an original. Time is of the essence of this Agreement. This Agreement will be construed according to the laws of the Province of the Location of the Equipment. To the extent permitted by law Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. The parties agree that this Agreement and all related documents be written in English. Les parties aux présentes consentent à ce que le présent Contract et tous les documents connexes soient rédigés en anglais. This Agreement constitutes a leasing as defined in the Civil Code of Quebec if the Equipment Location is in Quebec. Lessee will allow Lessor access to the Equipment for inspection during the Term. The Equipment is and will remain the sole property of Lessor during the Term. This Agreement will not become binding upon Lessor until accepted by Lessor. This Agreement is binding on Lessee's heirs, executors, administrators, successors and permitted assigns. If more than one Lessee is named in this Agreement, the liability of each Lessee will be joint and several and will not be affected by any amendment or renewal of this Agreement. Notice required under this Agreement will be provided to the Lessee in writing to the address set forth in this Agreement. Clerical errors will not affect the validity of this Agreement and Lessor may correct clerical errors provided that Lessor gives notice of the correction to Lessee. This Agreement constitutes the entire agreement between Lessee as lessee and Lessor as lessor. Lessee acknowledges that the Equipment suppliers or their sales representatives or any lease brokers, are not Lessor's agents and are not authorized to waive or change the terms of the Agreement or act on behalf of Lessor. Lessee acknowledges receipt of a copy of this Agreement and waives the delivery of a copy of any financing statement registered in respect of this Agreement. Where permitted, Lessor grants to Lessee and Lessee accepts a non-transferable and non-exclusive license to use any software referred to in this Agreement with the Equipment. Lessee may not alter such software and will not copy, disclose or make such software available to any other person without Lessor's prior written consent.

This schedule is attached to and forms part of:

Agreement No.: 2794749

Lessee/Borrower: LAPLANTE WELDING OF CORNWALL INC.

Equipment Location: 800 Second Street W, Cornwall ON K6J 1H6

Description of Equipment:

(1) 2005 Trimble RTS773 Demo Robotic total station including: 1 calibration, batteries and chargers, mini pole seco, rod, tripod and prism MT1000 S/N: 96515832 S/N: 73610572

(1) Trimble Yuma2 Tablet including: Trimble field link (TFL) Software & Trimble Field link office (TFL) software S/N: T71SY1249000807

RECEIVED APR 26 2018



Questor Financial Corp.
675 Cochrane Dr., East Tower, 6th Floor
Markham, Ontario L3R 0B8
Ph: (905) 695-0955
Fax: (877) 889-8807

April 19, 2018

LAPLANTE WELDING OF CORNWALL INC
800 Second Street
Cornwall, ON
K6J1H6

Re: Agreement # 2867914 - Welcome!

Hello,

Thank you for choosing Questor Financial Corp. A copy of your contract is attached. Please save it in a secure place for future reference. We have adjusted and noted any clerical changes on the enclosed copy.

For us, success means continually innovating to meet your ever-changing needs. This is only possible through feedback you provide. Please take 5 minutes to share your experience at:

Web Address: finance.getfeedback.com/welcome

Survey Code: 4128976

I am confident this financing will help your business grow and if you have questions or need help at any time, give us a call at (905) 695-0955.

Thanks again!

A handwritten signature in black ink, appearing to read 'Ezio Traunero', followed by a period.

Ezio Traunero
Vice President and General Manager
Questor Financial Corp



Questor Financial Corp
 675 Cochrane Drive, East Tower, 6th Floor
 Markham, Ontario L3R 0B8
 Tel: 905-695-0955 Fax: 1-877-899-8807
 Email: custom@questorfinancial.com

LEASE CONTRACT

Lessee LAPLANTE WELDING OF CORNWALL INC		Address 800 Second St W Cornwall Ontario K6J1H6	
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary 1 ProNest 2017 Software c/w Automatic Nesting, Collision Avoidance, Drill Machine Interface, Advanced Plasma Post and Machitech Hypertherm Drill Post		Contact Julie Stewart	Telephone No Ext 230
		Facsimile No	Email Address jstewart@laplantewelding.com
Location Of Equipment (If Different Than Above) 200 St-George W Alexandria Ontario K9C1A0 Canada			
Term (No. of Months) 36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Annual <input type="checkbox"/> Other	Total No. Of Rent Payments 36	Periodic Rent Amount 676.12 \$679.75 L.B. plus applicable taxes
		Purchase Option Date The End Of The Term's 36 Calendar Month	Option Price \$ 10.00 or <input type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means Questor Financial Corp.

- Rent and Term:** You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.
- Pre-Authorized Payment Plan:** You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked 'void' or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnipay.ca.
- Sales Tax:** You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes

- applicable to the Equipment and this Lease.
- Non-Cancelable:** This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.
- No Warranties:** You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.
- Use:** You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the equipment, at your cost in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

LAPLANTE WELDING OF CORNWALL INC

Authorized Signature
 President
 Title

For office use only				
Accepted By Lessor By:	Date Of Acceptance	Lease Commencement Date:	No. of Attachments	Lease No: 2867914N

Lease Contract LF

Rev: 05/11

TERMS AND CONDITIONS CONTINUED FROM PAGE 1

7. **Loss, Damage and Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.

8. **Purchase Option:** If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. **Assignment:** You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever is greater. We will assign all our interest in this Lease and the Equipment to National Leasing Group Inc. only. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof, without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. **Late Charges and Administration Fees:** If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. **Default:** If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act

of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor-client basis. Our remedies shall be cumulative and not alternative.

12. **Miscellaneous:** You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux presentes conviennent a ce document soit redige en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

LAPLANTE WELDING OF CORNWALL INC



Authorized Signature
President

Title

FOREIGN EXCHANGE ATTACHMENT

This attachment is attached to and forms part of:

Lease No.: 2867914N

(the "Lease")

Lessee: LAPLANTE WELDING OF CORNWALL INC

("you" or "your")

Lessor: NATIONAL LEASING GROUP INC.

("we" or "us")

Equipment: ProNest 2017 Software c/w Automatic Nesting, Collision Avoidance,
Drill Machine Interface, Advanced Plasma Post and Machitech
Hypertherm Drill Post (the "Equipment")

You acknowledge that we are required to pay the purchase price for the Equipment and all applicable duties and taxes in the Equipment supplier's local currency and that the rent and option purchase price, which are payable in Canadian funds have been calculated using the current rate of exchange.

If the total cost for the Equipment in Canadian funds on the date of purchase of the Equipment (the "Purchase Date") is greater than the total cost of the Equipment in Canadian funds on the date of execution of the Lease (the "Execution Date"), then the rent and the option purchase price shall be increased to reflect this increase, or at your option, you can pay the difference to us.

If the total cost for the Equipment in Canadian funds on the Purchase Date is less than the total cost of the Equipment in Canadian funds on the Execution Date, then we shall reduce the rent and option purchase price to reflect this decrease.

LAPLANTE WELDING OF
CORNWALL INC

Full Legal Name of Lessee

Full Legal Name of Lessee

Full Legal Name of Lessee



Authorized Signature

Accepted By Lessor By:

LEASE CONTRACT

Lessee LAPLANTE WELDING OF CORNWALL INC		Address 800 Second St W Cornwall Ontario K6J1H6	
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary 1 ProNest 2017 Software c/w Automatic Nesting, Collision Avoidance, Drill Machine Interface, Advanced Plasma Post and Machitech Hypertherm Drill Post		Contact Julie Stewart	Telephone No Ext 230
		Facsimile No	Email Address jstewart@laplantewelding.com
Location Of Equipment (If Different Than Above) 200 St-George W Alexandria Ontario K0C1A0 Canada			
Term (No. of Months) 36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Semi Annual	Total No. Of Rent Payments 36	Periodic Rent Amount \$679.75 plus applicable taxes
		Purchase Option Date The End Of The Term's 36 Calendar Month.	Option Price \$ \$10.00; or <input type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means Questor Financial Corp.

1. Rent and Term: You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.

2. Pre-Authorized Payment Plan: You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked 'void' or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnpay.ca.

3. Sales Tax: You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes

applicable to the Equipment and this Lease.

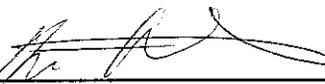
4. Non-Cancelable: This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.

5. No Warranties: You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.

6. Use: You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the equipment, at your cost in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

LAPLANTE WELDING OF CORNWALL INC



Authorized Signature
President

Title

For office use only				
Accepted By Lessor By:	Date Of Acceptance	Lease Commencement Date:	No. of Attachments	Lease No: 2867914N

TERMS AND CONDITIONS CONTINUED FROM PAGE 1

7. Loss, Damage and Insurance: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.

8. Purchase Option: If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. Assignment: You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever is greater. We will assign all our interest in this Lease and the Equipment to National Leasing Group Inc. only. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof, without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. Late Charges and Administration Fees: If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. Default: If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act

of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor-client basis. Our remedies shall be cumulative and not alternative.

12. Miscellaneous: You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux presentes conviennent a ce document soit redige en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

LAPLANTE WELDING OF CORNWALL INC



Authorized Signature
President

Title



Invoice/Lease Commencement

Lessee: LAPLANTE WELDING OF CORNWALL INC

800 Second St W
Cornwall Ontario
K6JH6

Lease No: 2867914N

The undersigned hereby authorizes NATIONAL LEASING GROUP INC. and/or its Assignees to commence the reference lease by withdrawing the following payment(s) from the account below:

Description	Amount	PST	GST/HST	Total
First Payment	\$679.75		\$88.37	\$768.12
Last Payment	\$679.75		\$88.37	\$768.12
Documentation Fee	\$180.00		\$23.40	\$203.40
Down Payment				

Lessor's GST Registration Number: 103850269

Initial Payment \$1739.64

I authorize the above amounts to be withdrawn from my account when due as stated above as well as a partial payment which will be calculated based on the full periodic rental amount pre-rated to the number of days from the date of delivery and installation of the Equipment to the Lease Commencement Date.

LAPLANTE WELDING OF CORNWALL INC

X 
SIGNATURE OF AUTHORIZED SIGNING OFFICER

FOREIGN EXCHANGE ATTACHMENT

This attachment is attached to and forms part of:

Lease No.: 2867914N (the "Lease")
Lessee: LAPLANTE WELDING OF CORNWALL INC ("you" or "your")
Lessor: NATIONAL LEASING GROUP INC. ("we" or "us")
Equipment: ProNest 2017 Software c/w Automatic Nesting, Collision Avoidance, (the "Equipment")
Drill Machine Interface, Advanced Plasma Post and Machitech
Hypertherm Drill Post

You acknowledge that we are required to pay the purchase price for the Equipment and all applicable duties and taxes in the Equipment supplier's local currency and that the rent and option purchase price, which are payable in Canadian funds have been calculated using the current rate of exchange.

If the total cost for the Equipment in Canadian funds on the date of purchase of the Equipment (the "Purchase Date") is greater than the total cost of the Equipment in Canadian funds on the date of execution of the Lease (the "Execution Date"), then the rent and the option purchase price shall be increased to reflect this increase, or at your option, you can pay the difference to us.

If the total cost for the Equipment in Canadian funds on the Purchase Date is less than the total cost of the Equipment in Canadian funds on the Execution Date, then we shall reduce the rent and option purchase price to reflect this decrease.

LAPLANTE WELDING OF
CORNWALL INC

_____	_____	_____
Full Legal Name of Lessee	Full Legal Name of Lessee	Full Legal Name of Lessee
		
Authorized Signature		

For office use only
Accepted By Lessor
By:



LAPLANTE STEEL STRUCTURES INC.

October 19, 2017

1400 TENTH STREET
Cornwall, ON K6H 5R5

Tel.:
Fax:
Email:

RE: Waiver — Laplante Welding of Cornwall Inc. (the "Debtor")

As security for certain credit facilities extended or to be extended and/or leases made or to be made by Wells Fargo Equipment Finance Company ("Wells Fargo"), Wells Fargo has or will obtain rights, title, interests, mortgages, hypothecs, charges or security interests (collectively, a "Claim") in or to the property described in Schedule A hereto (please initial it) and all present and future attachments, accessories and accessions thereto and all spare parts, replacements, substitutions, exchanges and trade-ins therefor and all intangibles and proceeds (as defined by law) relating thereto, including all insurance payments and other indemnities or compensation for loss or damage thereto (the "Collateral").

Wells Fargo wishes to ensure that it will have at all times a first-ranking Claim in the Collateral. Would you kindly agree to the terms provided below by signing and returning this letter to Wells Fargo by telecopier at (866) 558-9281; Ashley KJonaas (514) 397-5380 ashley.kjonaas@wellsfargo.com. Upon execution by the undersigned of this letter as presented, this letter and the subordinations, postponements, acknowledgements and agreements contained herein shall be binding on the undersigned and deemed accepted by Wells Fargo.

The undersigned has not assigned any Claim that the undersigned may have in or to the Collateral and for good and valuable consideration:

- (a) The undersigned hereby confirms that that the undersigned has no Claim in or to the Collateral and, to the extent that the undersigned has any Claim, the undersigned hereby releases, renounces, waives and disclaims any Claim that the undersigned may have in or to the Collateral. The undersigned agrees upon Wells Fargo's request to amend or discharge any Claim granted by the Debtor in favour of the undersigned and any registration made by the undersigned against the Debtor so as to discharge the Collateral from any such Claim or registration; or
- (b) The undersigned hereby subordinates and postpones any present or future Claim that the undersigned has or may acquire in or to the Collateral to any Claim which Wells Fargo has or may acquire in or to the Collateral. The undersigned agrees not to perfect, assert or claim against Wells Fargo any Claim in or to the Collateral which ranks in priority to the Claim now or hereafter held or claimed by Wells Fargo.

The undersigned agrees not to rely on any registration made in favour of the undersigned either before or after Wells Fargo has made a registration to claim, in respect of any Claim that the undersigned may hold or take at any time hereafter, priority over the Claim of Wells Fargo in or to the Collateral, whether affixed or not. This waiver shall be binding upon and shall enure to the benefit of the undersigned and Wells Fargo and their respective successors and assigns.

ACKNOWLEDGED AND ACCEPTED by LAPLANTE STEEL STRUCTURES INC.:

By: Julie Stewart
(signature of an authorized officer)

Date: Oct 30/17

Name: JULIE STEWART
Title: Controller

SCHEDULE A

RE: Laplante Welding of Cornwall Inc.
Waiver in favour of Wells Fargo by LAPLANTE STEEL STRUCTURES INC.

Description of Collateral

One (1) Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table) S/N: 50880 c/w attachments and accessories


Creditor
Initials

REQUEST FOR ADVANCE

Reference is made to the Lease Agreement dated as of October 12, 2017 between Wells Fargo Equipment Finance Company ("**Creditor**") and the undersigned lessee (the "**Customer**") ("**Contract**") and the Interim Funding Agreement dated October 12, 2017 between Creditor and Customer ("**IFA**"). Terms not otherwise defined herein have the meanings assigned or referred to them in the IFA or the Contract.

Customer hereby requests Creditor to make Advances to the applicable Vendor(s) and in the amounts specified below, and hereby certifies that in accordance with the terms of the relevant Purchase Agreement(s) between Creditor (at the request of, or as assignee from Customer) and each Vendor, the requisite items of Equipment have been or will be delivered or the requisite amount of work has been or will be completed, and that each Vendor is lawfully entitled to interim advances in the amounts of the Advances requested below, and that such amounts are net of any applicable rebates, discounts or refunds available to Customer. Customer agrees that all amounts so advanced by Creditor shall be deemed "Advances" for purposes of the IFA.

Vendor(s) (Name & Address)	Purchase Agreement(s) (invoice # & date)	Amount of Advances Requested
Transport de Machinerie Demers Inc. (50% due to start the work)	#1221 Nov. 24, 2017	\$ 14,650.00
	TPS/GST 5%	\$732.50
	TVQ 9.975%	\$1,461.34
	Sub total	\$ 16,843.84

The Cut Off Date applicable to the Advances requested under this Request for Advance is December 12, 2017.

Customer represents, warrants and agrees that (a) the amount of the Advances requested hereunder, when taken together with all other Advances, do not exceed the Authorized Amount for the Equipment, (b) all representations and warranties of Customer contained in the Contract are hereby restated and are true and correct as of the date hereof, and the covenants of the Contract applicable to the Equipment have been completed with, (c) there has occurred no Default or Event of Default (as defined in this Contract) as of the date hereof, and (d) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Customer or any Guarantor.

IN WITNESS WHEREOF, Customer has duly executed this Request for Advance on November 24, 2017.

LAPLANTE WELDING OF CORNWALL INC.

By: *[Signature]*

Title: Controller

**Interim Funding Agreement
(Lease Agreement)**

This Agreement dated as of October 12, 2017 by and between Wells Fargo Equipment Finance Company ("**Creditor**") and the undersigned lessee (the "**Customer**").

WHEREAS Creditor has agreed to finance certain equipment for the Customer by way of a leasing agreement, dated the date hereof made between the Customer and the Creditor (the "**Contract**"), such equipment being described as follows (the "**Equipment**"):

One (1) Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table) S/N: 50880 c/w attachments and accessories.

WHEREAS the vendor or vendors (the "**Vendor**") of the Equipment require progress payments to be made, which the Customer may request Creditor to fund, pursuant to invoices, purchase orders or related documents, warranties or agreements (the "**Purchase Agreement**").

NOW THEREFORE the parties hereby agree as follows:

1. Creditor agrees, at the request of the Customer, to make progress payments to the Vendor of the Equipment subject to the terms of this Agreement.
2. The aggregate amount advanced by Creditor hereunder shall not exceed \$ 209,946.40 (**CDN**) (the "**Authorized Amount**"), and Creditor shall not advance any progress payment hereunder if: (i) the aggregate amount to be advanced is above the Authorized Amount, or (ii) it is after the Cutoff Date (as defined below), or (iii) an Event of Default (as defined in the Contract) has occurred, or (iv) the type and nature of the Equipment is different from that which has been approved by the Creditor. The Creditor shall make no more than 3 advances under this Agreement. The anticipated dates of the advance shall be as determined by the Creditor in consultation with the Customer to anticipate the date that payments are due to the Vendor.
3. Creditor shall not advance any progress payment hereunder until it shall have first received the following: (a) the Contract duly signed by the Customer which will set out all of the terms and conditions, except the economic terms of the transaction and all other related documentation that can be delivered prior to the Customer's acceptance of the Equipment or that is required by Creditor; (b) all advance payments and security deposits required by the Contract; and (c) any other items set out in Schedule "A".
4. The term "Cutoff Date" as used in this Agreement means the earliest to occur of the following dates: (a) 60 days from the first progress advance; (b) the date there occurs an Event of Default as defined in the Contract (notwithstanding that the Equipment has not then been delivered and accepted); (c) the date that the Equipment is accepted by the Customer under the Contract or (d) the date there occurs a material adverse change in the financial condition, business, or prospects of the Customer from that considered by Creditor, at the sole and absolute discretion of Creditor in making its decision to finance the Equipment. Creditor may but is not obligated to extend the Cutoff Date.
5. Upon all of the Equipment being delivered and accepted under this Agreement, the Creditor shall deliver to the Customer a letter of economic terms of the Contract ("**LOET**"), which LOET will set out all of the economic terms of the transaction. Within 5 days of the Customer receiving the LOET and the delivery and acceptance certificate, the Customer will deliver the executed LOET and delivery and acceptance certificate to the Creditor. The LOET shall form part of the Contract and any reference to the Contract under this Agreement shall include the LOET and the Contract.
- * 6. If on the Cutoff Date (i) the Equipment has not been delivered to and accepted by the Customer under the Contract as evidenced by a delivery and acceptance certificate executed by the Customer in form and substance satisfactory to Creditor; or (ii) any other condition set out in Schedule "A" required to be complied with prior to the transaction being completed (including the delivery of the executed LOET), has not been met, as determined by Creditor in its sole discretion, then, upon demand at any time after the Cutoff Date, the Customer shall pay Creditor the total amount advanced hereunder and remaining unpaid on the Cutoff Date together with accrued but unpaid interest thereon determined as provided below, and Creditor shall no longer be obligated to make advances hereunder. Upon such payment, Creditor shall transfer all of its right, title, and interest in the Equipment, the Purchase Agreement and in progress payments advanced hereunder to the

Customer without recourse or any warranty whatsoever. In order to protect its ability to acquire use of the Equipment, the Customer may, if Creditor has not demanded payment within 10 business days after the specific date set forth in clause (a) of the definition of Cutoff Date, pay Creditor within such period the amount that would have been due had such a demand been made, but if no such payment is made within such period, the Customer shall have no right to acquire use of the Equipment under the Contract, and Creditor may, at its option, by written notice to the Customer, declare the Contract and all of Creditor's obligations thereunder terminated and acquire the Equipment and the Purchase Agreement for its own account or make any other arrangement with the Vendor it can negotiate or demand payment from the Customer as provided above.

7. Whether or not the Equipment is accepted by the Customer under the Contract, the Customer agrees to pay Creditor interest on the unpaid balance of the aggregate amounts advanced hereunder from the date of the initial advance until the advances are fully paid at a rate equal to the 90 day BA Rate plus: **3.3484%** per annum. The rate hereunder shall be computed on the basis of the actual days elapsed in a year of 365-or 366 days, as the case may be. The yearly rate of interest to which the above rate of interest above is equivalent is the product of (a) such rate, multiplied by (b) the actual number of days in the calendar year in which the rate is to be ascertained divided by 365.
 - a) "90 Day BA Rate" as used herein, shall mean on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as published in the Bank of Canada Weekly Financial Statistics' every Friday for the next to last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month; provided however, that if such rate does not appear in the Bank of Canada Weekly Financial Statistics as contemplated, then the "BA Rate" shall be, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as displayed on the 'Reuters Screen CDOR Page' as at approximately 10:00 a.m. (Toronto Time) on the next to the last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month. Notwithstanding anything to the contrary, the BA Rate will never be less than 0.25%. As used herein "business day" shall mean a day when the office of Creditor at the address stated on the face hereof is open for business.
8. Interest shall be payable monthly beginning with the 1st day of the month in which the first advance is made, or the 1st day of the following month if the first advance is made after the 1st day of the current month and on the same day of each month thereafter and also on the maturity date. The maturity date of this obligation is the earliest of (a) the date Creditor demands payment pursuant to Section 6, (b) the date the Equipment is accepted by the Customer under the Contract, or (c) the date the Customer prepays as permitted by Section 6.
9. Some items of Equipment may be delivered by the Vendor to the Customer without the Customer having accepted the items under the Contract. The Customer agrees to abide by the terms of the Contract as if such Equipment had been accepted by the Customer, including without limitation, to maintain the Equipment and obtain insurance on each item of Equipment as required by the Contract from the date it is delivered to the Customer regardless of whether the Customer has accepted the item under the Contract. The Creditor shall have all rights and indemnities under the Contract as though the Equipment were subject to the Contract.
10. So long as any obligations remain under this Agreement, the Customer shall hold the Equipment in trust and as custodian for Creditor and the Customer acknowledges that it has no title to the Equipment whatsoever except that if the Equipment has been delivered to the Customer prior to being accepted, the Customer shall hold such Equipment as bailee for the benefit of Creditor and abide by the terms and conditions of the Contract as set out in Section 9 above. To the extent it is determined that the Customer has any right, title or interest in the Equipment and/or the Purchase Agreement (whether such Equipment is fully or partially completed), the Customer hereby grants to Creditor a security interest in the Equipment and/or the Purchase Agreement, all attachments, accessions and replacements thereto and all proceeds thereof, as security for payment and performance of all obligations of the Customer to Creditor under this Agreement.
11. Creditor makes no representation as to when the Equipment may be delivered by the Vendor thereof.
12. Customer agrees that Creditor shall be entitled to recover from Customer all losses, costs and fees (including legal fees and costs) incurred by Creditor in enforcing its right to payments due hereunder.
13. The Customer hereby indemnifies Creditor and holds it harmless from all losses, costs (including interest or carrying charges), and expenses which it may incur as a result of: (a) the Customer's failure to accept the Equipment and to perform its obligations under the Contract as contemplated herein; and (b) the purchase of the Equipment by Creditor pursuant to the Customer's instructions or any agreement or commitment that Creditor may have in that regard.

14. The Customer hereby represents and warrants to Creditor that execution of this Agreement by the Customer will create a valid, binding and enforceable obligation of the Customer, and such execution will not violate any agreement, bylaw or regulation to which the Customer is subject.
15. This Agreement may not be assigned by the Customer without the prior written consent of Creditor. Creditor may assign its rights in this Agreement, and the Customer hereby waives any right of set-off or defences as against any assignee of Creditor. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement. Any amendment or waiver hereof or hereto must be in writing. The Customer shall do all things and execute and obtain all documents as Creditor may require in order to give effect to this Agreement.
16. This Agreement shall be governed by the same substantive laws that govern the Contract.

Dated as of the date first written above.

Creditor

WELLS FARGO EQUIPMENT FINANCE COMPANY

By: _____

Name:
Title:

Customer

LAPLANTE WELDING OF CORNWALL INC.

By: _____

Name: *Julie Stewart*
Title: *Controller*

Schedule "A"

In addition to any other conditions precedent or requirements listed in this Agreement, the following conditions precedent must be met to Creditor's satisfaction, in its sole discretion, before any progress payment is made hereunder:

- a) Creditor has received proof of insurance on the Equipment;

In addition to any other conditions precedent or requirements listed in this Agreement, the following conditions precedent must be met to Creditor's satisfaction, in its sole discretion, before the final progress payment is made hereunder:

- a) Completed delivery and installation of the Equipment;
- b) Acceptance of the Equipment by the Customer;
- c) Creditor has received a sufficient and itemized description of the Equipment including make (manufacturer), model numbers and serial numbers of all major components;
- d) The completed Equipment is acceptable to Creditor including, as required by Creditor, the Creditor obtaining and being satisfied with a physical inspection and appraisal of the completed Equipment at the premises of the Customer by a qualified appraiser selected by Creditor;
- e) Creditor has received all required purchase orders, proofs of payment and other evidence to confirm Customer has good and valid title to the completed Equipment free and clear of liens other than liens in favor of Creditor;
- f) Creditor has received satisfactory evidence of the due and valid perfection of Creditor's interest in the completed Equipment and that its security in the completed Equipment is first ranking; and
- g) Creditor has received insurance confirmations.



REQUEST FOR ADVANCE

Reference is made to the Lease Agreement dated as of October 12, 2017 between Wells Fargo Equipment Finance Company ("**Creditor**") and the undersigned lessee (the "**Customer**") ("**Contract**") and the Interim Funding Agreement dated October 12, 2017 between Creditor and Customer ("**IFA**"). Terms not otherwise defined herein have the meanings assigned or referred to them in the IFA or the Contract.

Customer hereby requests Creditor to make Advances to the applicable Vendor(s) and in the amounts specified below, and hereby certifies that in accordance with the terms of the relevant Purchase Agreement(s) between Creditor (at the request of, or as assignee from Customer) and each Vendor, the requisite items of Equipment have been or will be delivered or the requisite amount of work has been or will be completed, and that each Vendor is lawfully entitled to interim advances in the amounts of the Advances requested below, and that such amounts are net of any applicable rebates, discounts or refunds available to Customer. Customer agrees that all amounts so advanced by Creditor shall be deemed "Advances" for purposes of the IFA.

Vendor(s) (Name & Address)	Purchase Agreement(s) (invoice # & date)	Amount of Advances Requested
CIA CANADIAN INDUSTRIAL AUCTIONEERS INC.	#434 Oct. 3, 2017	\$ 175,000.00
	HST 13%	\$22,750.00
	Sub total	\$ 197,750.00

The Cut Off Date applicable to the Advances requested under this Request for Advance is December 12, 2017.

Customer represents, warrants and agrees that (a) the amount of the Advances requested hereunder, when taken together with all other Advances, do not exceed the Authorized Amount for the Equipment, (b) all representations and warranties of Customer contained in the Contract are hereby restated and are true and correct as of the date hereof, and the covenants of the Contract applicable to the Equipment have been completed with, (c) there has occurred no Default or Event of Default (as defined in this Contract) as of the date hereof, and (d) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Customer or any Guarantor.

IN WITNESS WHEREOF, Customer has duly executed this Request for Advance on October 12, 2017.

LAPLANTE WELDING OF CORNWALL INC.

By: J. Stewart
Title: Controller



LEASING AGREEMENT
No: 9941094001

1290 Central Parkway W., Suite 1100, 11th Floor
 Mississauga, Ontario, L5C 4R3, Tel: (800) 242-2523

LESSEE: Laplante Welding of Cornwall Inc.	SUPPLIER: CIA Canadian Industrial Auctioneers Inc.
ADDRESS: 800 Second Street, W CORNWALL, Ontario K6J 1H6	ADDRESS: 3205 1ere rue Arrondissement St-Hubert Longueuil, Quebec J3V 8Y6
CONTACT: Julie Stewart Tel: (613) 938-7886	CONTACT: Nicolas St.-Germin Tel: (514) 577-1283

EQUIPMENT LOCATION(if at address other than above)	COST OF EQUIPMENT \$ TBD CAD
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EQUIPMENT UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
One (1)	PC-1000	2013	Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table) c/w attachments and accessories.	50880

RENTAL PAYMENT: \$TBD CAD	ANNUAL RENTAL ADJUSTMENT:	RENTAL PAYMENT DATE: In Advance
G.S.T.: TBD CAD		RENTAL FREQUENCY: Monthly
Lessor's tax no.: 870601564		
Prov. Taxes:		
Lessor's tax no.:		
Lessee's tax no.:		

TOTAL PERIODIC PAYMENT \$ TBD CAD	ADVANCE RENTAL	SECURITY DEPOSIT	TERM 60 months
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PURCHASE OPTION DATE: **On the last day of the 60th month of the term.** PURCHASE OPTION AMOUNT: **\$ 1,00 CAD**

ADDITIONAL PROVISIONS
 FINANCED FEES ON LEASES
 An amount of CAD \$ 695.00 representing transaction fees is included in the Cost of Equipment.

Lessee and Lessor hereby agree to the terms and conditions set forth above, on pages 1, 2, 3, 4 and 5 of document 15132E attached hereto, on all applicable schedules and other attachments hereto. LESSEE EXPRESSLY ACKNOWLEDGES THAT ALL EXTERNAL CLAUSES, IF ANY, REFERRED TO IN THIS LEASE WERE EXPRESSLY BROUGHT TO LESSEE'S ATTENTION AND KNOWLEDGE AT THE TIME OF SIGNING OF THIS LEASE, LESSEE ACKNOWLEDGES THAT, BEFORE SIGNING, LESSEE WAS GIVEN SUFFICIENT TIME TO READ, TO ASK FOR EXPLANATIONS AND CLARIFICATIONS AS TO THE TERMS AND CONDITIONS OF THIS LEASE, AND TO CONSULT ITS ADVISORS AND AS A RESULT LESSEE DECLARES THAT IT UNDERSTANDS AND IS SATISFIED WITH ALL OF THE PROVISIONS OF THIS LEASE.

IN WITNESS WHEREOF the parties hereto have executed this Leasing Agreement at CORNWALL in the province of Ontario, this 12th day of 2017.

<u>Laplante Welding of Cornwall Inc.</u>	<u>Wells Fargo Equipment Finance Company</u>
By: 	By: _____
Controller (LESSEE)	(LESSOR)
TITLE	TITLE
SIGNATURE OF AUTHORIZED OFFICERS	SIGNATURE OF AUTHORIZED OFFICERS
TITLE	TITLE



9941094001

**PRE-AUTHORIZED DEBIT AUTHORIZATION ("PAD Agreement")
FOR BUSINESS PURPOSES**

The undersigned hereby authorizes Wells Fargo Equipment Finance Company (hereinafter called the "Payee") to debit the account of the undersigned identified on the void cheque delivered to the Payee (the "Account") with the amount of each payment or other amount owing from time to time to the Payee under the Interim Funding Agreement dated October 12, 2017 and/or Leasing Agreement No. 9941094001 entered into between the undersigned and the Payee on or about October 12, 2017 (as same may be amended or otherwise modified from time to time, the "Financing Agreement"), on or shortly after the due date thereof as set out in the Financing Agreement, by issuing pre-authorized debit requests (each a "PAD") to the financial institution at which the Account is held, as identified on the void cheque delivered to the Payee (the "Processing Institution"). The undersigned undertakes to deliver a void cheque in respect of the Account to Payee concurrently with the execution hereof and will inform the Payee in writing of any change in the information related to the Account not less than 10 days prior to the next occurring PAD due date.

The undersigned acknowledges that this authorization is being given for the benefit of the Payee and the benefit of the Processing Institution and is provided in consideration of the Processing Institution agreeing to process PADs against the Account in accordance with the rules of the Canadian Payments Association (the "CPA Rules"). The Processing Institution is hereby authorized to pay from and to debit against the Account any payment order or request whatsoever, payable to the order of the Payee and drawn on the said Account by a bank acting in the name of the Payee. Any payment order or request whatsoever thus drawn by the Payee's bank shall be considered as having been signed by the undersigned.

The undersigned hereby acknowledges the payment terms of the Financing Agreement and agrees that each PAD may be processed without prior written notice from the Payee of either the amount of the PAD or the date that the PAD is to be processed.

The undersigned acknowledges: (i) that this authorization to the Payee also constitutes delivery thereof by the undersigned to the Processing Institution, and (ii) that the Processing Institution is not required to verify that each PAD submitted by the Payee has been issued in accordance with this PAD Agreement (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring such PAD.

The undersigned may revoke this authorization at any time by giving a 10-day written prior notice to the Payee at the address set forth below. We acknowledge that we may obtain a sample cancellation form, or further information on our right to cancel this authorization at the Processing Institution or by visiting www.cdnpay.ca. We acknowledge that we have certain recourse rights if any debit does not comply with this PAD Agreement. For example, we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on our recourse rights, we acknowledge that we may contact our financial institution or visit www.cdnpay.ca.

This PAD Agreement only relates to the method of payment under the Financing Agreement and neither this Agreement nor cancellation thereof affects your obligations under the Financing Agreement. **The Payee may assign or transfer its rights under this PAD Agreement.**

Each person whose signature is required on the Account must sign below.

Signed this 13th day of October, 2017

Laplante Welding of Cornwall Inc.

800 Second Street, W
CORNWALL, Ontario,
K6J 1H6 

Royal Bank
Cornwall, ON K6J 3P9
Institution #: 003
Transit #: 01082
Account #: 1020023

Authorized Signature(s) (as it appears on cheques)

Yes, please send me a monthly statement.

N.B.: Please attach a sample of a void cheque from the Processing Institution.

CONTACT INFORMATION OF THE PAYEE FOR NOTIFICATION OR INFORMATION:

Wells Fargo Equipment Finance Company
1290 Central Parkway W., Suite 1100, 11th Floor, Mississauga,
Ontario, L5C 4R3

Contact: Paul Beattie
Tel.: (905) 385-7789
Fax.: () - 0
E-mail: Paul.Beattie@WellsFargo.com

TRIPARTITE AGREEMENT

October 12, 2017

CIA Canadian Industrial Auctioneers Inc.
3205 1ere rue Arrondissement St-Hubert
Longueuil, Quebec
J3V 8Y6
(514) 577-1283

Attention: Nicolas St.-Germin

Re: Equipment Described in the Attached Purchase Order

Dear Sirs:

This confirms our mutual agreement to cancel any and all purchase orders and other agreements heretofore exchanged between CIA Canadian Industrial Auctioneers Inc. ("Seller") and Laplante Welding of Cornwall Inc. ("Lessee") in relation to the purchase and sale of the Equipment described in the attached Purchase Order (WFEF 14220), which supersedes and replaces all such previous documentation except as regards any and all Seller and Supplier Warranties as contemplated by the attached Purchase Order. Accordingly, it is agreed that Wells Fargo Equipment Finance Company will acquire title and ownership to the Equipment on the terms and conditions of the attached Purchase Order.

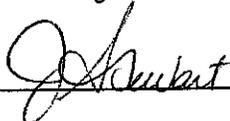
Would you please acknowledge your acceptance of the above and the attached Purchase Order by signing and returning to Wells Fargo Equipment Finance Company the attached copy of this letter at your earliest convenience.

Yours very truly,

Laplante Welding of Cornwall Inc.

Wells Fargo Equipment Finance Company

By: _____



By: _____

Acknowledged and accepted by CIA Canadian Industrial Auctioneers Inc. :

By: _____

Its: _____

(authorized officer)

Date: _____

Att.

1. Interpretation**1.1** For the purpose of this Leasing Agreement:

- (a) "Acceptance Certificate" means the certificate described in Section 3.
- (b) "Advance Rental" means a voluntary prepayment of Rental Payments.
- (c) "Affiliate" means in respect of a person, a person or persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person, and for the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities or otherwise, and "person" means an individual, corporation, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative.
- (d) "BA 90 Day Rate" or "BA Rate" means, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as published in the Bank of Canada Weekly Financial Statistics every Friday for the next to last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month; provided however, that if such rate does not appear in the Bank of Canada Weekly Financial Statistics as contemplated, then the "BA Rate" shall be, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as displayed on the 'Reuters Screen CDOR Page' as at approximately 10:00 a.m. (Toronto Time) on the next to the last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month. Notwithstanding anything to the contrary, the BA Rate will never be less than 0.25%.
- (e) "Business Day" means a day when Lessor's office at the address stated on the face hereof is open for business.
- (f) "Claims" has the meaning assigned in Section 22.
- (g) "Conversion Rate" means the rate, expressed in CAD for the purchase of one US dollar, determined by adding 0.0100 CAD/USD to the highest rate which appears on the Bloomberg CAD GIT Page between 7 AM and 5 PM (EST).
- (h) "Costs of Disposition" with respect to Equipment means all costs, disbursements, fees, commissions and other expenses (including legal fees and expenses) which Lessor may incur, pay or be or become liable for in connection with recovering possession of, dismantling, removing, transporting, repairing, processing, reconditioning, storing, preparing for disposition, selling, leasing or otherwise disposing of Equipment.
- (i) "Current Yield" means, solely for the purpose of the calculation of the Settlement Rate, the current yield on the CAD swap or US swap as the case may be that has the term closest to the remaining portion of the term of this Lease (plus, if applicable, any purchase option period), as published by Thomson Reuters (or its successors or assigns) on the Friday preceding the day the payment is made, should the required maturity of the current CAD Swap or US Swap not be available, Lessor will round up to the closest maturity available. In the event the Thomson Reuters (or its successors or assigns) screen is unavailable, reference will be made to the preceding Friday's closing swap yield provided by Bloomberg.
- (j) "Default" occurs when any of those events or circumstances specified in Section 18.1 occurs.
- (k) "Delivery" with respect to Equipment extends to and includes any assembly, erection, installation or testing of Equipment for which Supplier is liable to perform or conduct under the agreement to supply Equipment.
- (l) "Equipment" means the items of property stated on the face hereof which Lessor shall purchase and lease to Lessee for Lessee's use in its business and, when required by the context, individual items thereof.
- (m) "Equities" means existing or future rights of counterclaim, defense, set-off, compensation, abatement or off-set, legal or equitable.
- (n) "Lease" means this leasing agreement and any and all applicable schedules hereto, unless the context otherwise requires, and "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Lease.
- (o) "Lessor's Return" has the meaning assigned in Section 19(e).
- (p) "Lien" means any lien, privilege, mortgage, pledge, hypothec, prior claim, legal hypothec, charge, security interest, attachment, assignment, seizure, sequestration, distress, levy or other encumbrance of any nature or kind whatsoever.
- (q) "Loss of Equipment" means:
- (i) a total loss or a constructive total loss (being any loss of or damage to the Equipment, the cost of repair of which would exceed the fair market value of the Equipment immediately following such repair) of Equipment, or damage thereto which, in the reasonable opinion of Lessor, renders it impossible or impractical to use the Equipment for its intended purpose; or
- (ii) expropriation or confiscation of Equipment by any authority absolutely or for more than 180 days.
- (r) "Obligation" means any obligation to pay any Rental Payment, Lessor's Return or other amount which may be owing by Lessee under this Lease or to perform any other obligation of Lessee hereunder.
- (s) "Overdue Payment" means any Rental Payment, any other amount owing by Lessee hereunder or any sum disbursed by Lessor pursuant to Section 21 which is not paid when due hereunder, or any portion thereof.
- (t) "person" means any natural person, corporation, firm, partnership, trust, sole proprietorship or governmental agency, authority or other entity, however constituted or designated.
- (u) "Pledge" means mortgage, charge, pledge, hypothecate, assign or grant a security interest and the security resulting therefrom.
- (v) "Prime Rate" means the *per annum* rate of interest which National Bank of Canada announces from time to time in Canada as its prime rate which is a reference rate used by it to determine rates of interest charged by it for loans made in Canada in Canadian dollars to Canadian borrowers.
- (w) "Rental Payment" means the periodic leasing payments stated on the face hereof.
- (x) "Settlement Rate" has the following meaning: (i) if the Rental Payments are based on a fixed index, the lesser of 3% per annum or the Current Yield at the time the payment is made, or (ii) if the Rental Payments are based on a floating index, the lesser of 3% per annum or the BA 90 Day Rate at the time the payment is made.
- (y) "Supplier" means any manufacturer, supplier, vendor or dealer in Equipment or any other person from whom Lessor acquires Equipment for purposes of this Lease.
- (z) "Taxes" means any and all taxes, imposts, levies, fees, duties and charges imposed by any federal, provincial, territorial, municipal or other taxing authority on Lessor, Lessee or Equipment; its purchase, sale, ownership, delivery, possession, operation, use or lease including, without limitation, sales, health services, excise, use, property, business transfer, goods and services and value added taxes (including any penalties or interest based on late or non-payment), but excluding taxes imposed on or measured by Lessor's overall net income.
- (aa) "Warranties" means any and all warranties, guarantees, representations, service contracts, contracts to stock spare parts and similar agreements, oral or written, express, implied or statutory, relating to Equipment.
- 1.2 Unless the context otherwise requires, the singular includes the plural and vice-versa and words importing gender include each gender.
- 1.3 All references herein to statutes include the statute as it may be amended, restated or replaced with legislation of reasonably comparable effect.
- 2. Lease of Equipment**
- Lessee hereby leases from Lessor and Lessor hereby leases to Lessee the Equipment for the term and Rental Payments and upon the terms and conditions hereof. Lessee acknowledges that Equipment has been acquired by Lessor at the demand of and in accordance with Lessee's instructions. The Lease takes effect as of the date hereof.
- 3. Acceptance**
- Upon the Delivery by Supplier, Lessee shall inspect, test and accept Equipment and execute Lessor's usual form of Acceptance Certificate acknowledging that the Equipment is as ordered, is in good operating condition and repair and meets all conditions of purchase and of this Lease. Acceptance shall not be unreasonably withheld or delayed.
- 4. Term**
- The term of this Lease commences on the later of the date of execution of this Lease or the date of Delivery of Equipment and expires on the last day of the term stated on the face hereof, provided that the term shall be automatically extended or shortened to expire on the last day of the period covered by the last Rental Payment disregarding Advance Rental, and provided further that the term shall be automatically shortened to expire on any purchase under Section 20 or any termination under Section 12.4 or 19.
- 5. Rental Payments, Advance Rental and Security Deposit**
- 5.1 Lessee agrees to pay to Lessor at the address of Lessor stated on the face hereof or such other place notified by Lessor to Lessee the Rental Payments stated on the face hereof and all applicable Taxes. Unless otherwise stated the first Rental Payment is due when Lessee signs this Lease and subsequent Rental Payments are due on the date stated on the face hereof in each month, or other period (or the last day of the month, if there is no corresponding date), in advance or arrears, as indicated on the face hereof, throughout the term.
- 5.2 Any Advance Rental shall be applied to the last Rental Payments and if this Lease is terminated prior to expiry of its term Lessor shall, at Lessor's option, either: (a) return the Advance Rental; (b) apply it to the option price, if applicable; or (c) apply it to any other amounts then owing by Lessee. Taxes shall be adjusted on the application of Advance Rental. No Advance Rental will bear interest at any time.

- 5.3 Lessor may require that Lessee deposit with it the refundable security deposit stated on the face hereof to secure the due payment and performance of Lessee's Obligations. Such security deposit may, but need not, be applied by Lessor towards satisfaction, in whole or part, of Lessee's Obligations in default from time to time, whereupon, Lessee shall restore the security deposit to its original amount. At the completion of the term hereof, any balance of the security deposit shall be returned to Lessee. The security deposit will not bear interest at any time.
- 5.4 Amounts stated on the face hereof have been calculated based upon a total final cost of Equipment to Lessor stated on the face hereof. If the actual cost exceeds such stated cost, such amounts shall be proportionately increased to reflect such actual cost.
- 5.5 In order to preserve the Lessor's net economic return, Lessor in its sole discretion may adjust the pricing at any time prior to the disbursement or payment to the Supplier to reflect: (1) changes in the pricing assumptions of this Lease; (2) a change in the Lessor's funding index rate; (3) tax law changes applicable to the Lessor or the Lessee; and (4) general market conditions.
- 6. Annual Rental Adjustment**
If this Lease provides for Rental Payments based on BA Rate, Rental Payments shall be adjusted to reflect changes in BA Rate with the frequency stated on the face hereof during the term of this Lease and on the termination or expiry hereof. As soon as practicable after the end of each calendar year and the termination or expiry of this Lease, Lessor shall prepare and submit to Lessee a statement showing each such adjustment and the resulting net debit or credit balance which shall be paid by Lessor or Lessee, as applicable, within 10 days of the date of such statement. Each such statement shall be binding on Lessee, absent manifest error.
- 7. Title, Ownership, Security Interest and Hypothec**
- 7.1 Title to, ownership of, and all property in Equipment shall at all times be and remain exclusively in Lessor. Lessee's only rights therein are to quiet enjoyment and use on the terms and conditions of this Lease while not in Default, and to purchase Equipment under any option granted herein.
- 7.2 Lessee hereby Pledges (or where this Lease is governed by the laws of the Province of Quebec, Lessee hereby hypothecates in favour of Lessor in an amount equal to 120% of the Cost of Equipment shown on the face hereof) in favour of Lessor all Insurance claims and all proceeds (including proceeds of proceeds) therefrom or from any lease of Equipment and any Advance Rental to secure its Obligations.
- 8. Personal Property and Waivers**
- 8.1 Equipment shall at all times be and remain moveable personal property. Notwithstanding any purpose for which Equipment may be used or that it may become affixed, attached or joined to land or immovable property or any structure thereon, it shall remain subject to all rights of Lessor hereunder as if it were not so affixed or attached. Lessee shall not incorporate in, physically attach or join Equipment to any land or immovable property in such manner or to such extent as to cause it to lose its individuality.
- 8.2 Lessee agrees to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancer of the premises where Equipment is situated.
- 9. EXCLUSION AND ASSIGNMENT OF WARRANTIES**
- 9.1 LESSEE REPRESENTS, WARRANTIES AND COVENANTS THAT EQUIPMENT HAS BEEN SELECTED BY LESSEE WITHOUT RELIANCE ON THE JUDGMENT OR SKILL OF LESSOR AND ENTIRELY WITHOUT LESSOR'S ASSISTANCE, THAT IT IS AND WILL BE OF A MAKE, SIZE, DESIGN CAPACITY, QUALITY AND DURABILITY SUITABLE FOR LESSEE'S PURPOSES AND THAT IT WILL BE USED FOR COMMERCIAL, INDUSTRIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR FARMING PURPOSES.
- 9.2 LESSOR HEREBY ASSIGNS TO LESSEE, TO THE EXTENT ASSIGNABLE AND WITHOUT RECOURSE TO LESSOR, ALL WARRANTIES OF SUPPLIER AND RIGHTS TO ALL SOFTWARE AND OTHER INTELLECTUAL AND INDUSTRIAL PROPERTY LICENCES ACCOMPANYING EQUIPMENT: IF EQUIPMENT IS RETURNED TO OR REPOSSESSED BY LESSOR, ALL SUCH WARRANTIES AND RIGHTS SHALL BE AUTOMATICALLY REASSIGNED TO LESSOR WITHOUT FURTHER ACT OR DEED.
- 9.3 (A) LESSOR SHALL NOT BE BOUND BY OR BE DEEMED TO HAVE MADE OR BE LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE BY SUPPLIER; (B) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF EQUIPMENT, INCLUDING ANY LATENT DEFECT OR ALLEGED FUNDAMENTAL BREACH OF THIS LEASE; (C) NEITHER LESSOR NOR ANY OF ITS EMPLOYEES, SERVANTS OR AGENTS HAS MADE AND DOES NOT NOW MAKE, ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT OR ANY INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS THEREIN, INCLUDING, WITHOUT LIMITATION, THE DESIGN, SPECIFICATIONS, CONDITION, QUALITY, DURABILITY, MERCHANTABILITY OR FITNESS FOR LESSEE'S PURPOSES; AND (D) LESSOR SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ACTUAL OR ANTICIPATED, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT OR CIVIL LIABILITY OR LESSOR'S NEGLIGENCE. NOTHING HEREIN SHALL DEPRIVE LESSEE OF ITS RIGHTS AGAINST SUPPLIER OR ANY PERSON OTHER THAN LESSOR.
- 9.4 EACH ASSIGNMENT OF RIGHTS OR WARRANTIES TO LESSOR OR LESSEE UNDER THIS LEASE IS HEREBY ACCEPTED BY SUCH PARTY.
- 10. Maintenance, Use, Operation, Alterations, Upgrade, etc.**
- 10.1 Lessee shall at its own expense:
- maintain Equipment in good operating condition, repair and appearance, ordinary wear and tear only excepted;
 - comply with all recommendations or requirements of Supplier regarding Equipment so as to preserve all Warranties; and
 - at Lessor's request, enter into a maintenance agreement for Equipment for the full term of this Lease with Supplier or a competent service and maintenance person approved by Lessor.
- 10.2 Lessee shall not, without Lessor's prior consent, make any alterations, additions, accessions or attachments to Equipment. Such consent will only be granted if such changes:
- do not materially decrease the value of Equipment or limit, interfere with, or frustrate its intended use;
 - do not prejudice or adversely affect any Warranties; and
 - are free from, and do not subject Equipment to, any Lien.
- 10.3 All replacement parts and components, alterations, additions, accessions and attachments to Equipment shall be deemed hereby transferred and assigned to Lessor and become the sole property of Lessor and shall be subject to this Lease.
- 10.4 Lessee shall affix and keep affixed to Equipment any identification labels supplied by Lessor.
- 10.5 No Equipment shall be used for the transportation of passengers or the transportation, storage or processing of materials designated under applicable law as hazardous materials, hazardous goods, dangerous goods, hazardous substances, dangerous waste or hazardous waste, or which are radioactive or flammable.
- 11. Inspection**
Any representative of Lessor shall have the right to inspect Equipment and all of Lessee's books, maintenance and other records and other data maintained by Lessee with respect thereto at all reasonable times upon notice to Lessee.
- 12. Insurance**
- 12.1 Lessee shall at its own expense place and maintain with insurers acceptable to Lessor:
- comprehensive first party all risks insurance on Equipment for the greater of its full replacement value or the Lessor's Return. Such insurance shall include: (i) Lessor as a named insured; (ii) a loss payable clause in favour of Lessor; and (iii) a waiver of subrogation clause in favour of Lessor; and
 - comprehensive general public liability and property damage insurance with limits of liability at least equal to \$1,000,000 or such greater amounts as Lessor may require. Such insurance shall: (i) extend to all liabilities of Lessee under this Lease arising out of its use or possession of equipment; (ii) include Lessor as a named insured; and (iii) include a cross liability provision which insures each person insured thereunder in the same manner as to the same extent as if a separate policy had been issued to each. Any vehicle insurance shall also include a "Permission to Rent or Lease Endorsement" in favour of Lessee.
- 12.2 All insurance policies shall commence at the moment risk of loss of Equipment passes from Supplier to Lessor and cover Lessor and Lessee as their respective interests appear and shall contain endorsements providing that: (a) 30 days' written notice shall be given to Lessor before the policy lapses or is materially altered or cancelled; (b) the insurance shall be primary and not contributory; (c) Lessor's coverage and interest as a named insured shall not be invalidated or otherwise adversely affected by any act, neglect, omission or misrepresentation, deliberate, negligent or otherwise, of Lessee or its agents, servants or employees; (d) Lessor shall not be responsible for payment of any premiums; and (e) Lessor may elect to have all proceeds of loss payable only to itself.
- 12.3 Lessee shall supply Lessor with certified copies of all insurance policies, endorsements or other evidence of the required coverage satisfactory to Lessor within 30 days of the moment risk of loss of Equipment passes from Supplier to Lessor and on request.
- 12.4 In the event of damage amounting to Loss of Equipment, this Lease respecting such Equipment shall be deemed to have terminated and Lessor shall be entitled to receive immediate payment of Lessor's Return and may retain from the insurance proceeds an amount equal thereto, Lessee remaining liable for any deficiency.
- 13. Taxes, etc.**
Lessee shall have the sole responsibility for and shall duly and punctually pay all Taxes and licence and similar fees payable at any time upon, or in respect of, Equipment, this Lease, any Rental Payments and any other payments or transactions contemplated hereunder.
- 14. Liens**
Lessee shall keep Equipment free of Liens.
- 15. Laws and Regulations**
Lessee is and shall continue to be in compliance with all laws, regulations, permits, licenses and consents relating to use, operation or possession of Equipment or the ownership thereof by Lessor, and those relating to the prevention of money laundering and terrorism.
- 16. Capital Cost Allowance and Investment Tax Credit**
Lessee agrees that Lessor shall be entitled to claim any applicable capital cost allowance or investment tax credit or similar benefit under applicable federal and/or provincial income tax legislation pertaining to Equipment and Lessee shall not make any such claim in respect thereof without the consent of Lessor.

17. Sales of Equipment to Lessee

- 17.1 When Equipment is sold to Lessee hereunder this Lease respecting such Equipment shall terminate and Lessee shall be relieved of its relevant Obligations when the sale closes. No Rental Payments or other amounts paid under this Lease shall be refundable to Lessee on any such sale except any unearned Advance Rental and any remaining balance of any security deposit pertaining to such Equipment.
- 17.2 All sales of Equipment to Lessee hereunder shall be "as is, where is" (in its then actual state of repair, maintenance and location) at Lessee's own risk and peril and without any Warranty, except that Lessor has not created any Lien thereon.
- 17.3 Lessee shall be responsible for all costs of removing, packing and delivery of Equipment sold to Lessee.

18. Default

18.1 It shall be a Default under this Lease, if:

- (a) Lessee fails to pay any Rental Payment within 10 days of its due date;
- (b) any insurance coverage required to be obtained and maintained by Lessee hereunder shall lapse, expire or be cancelled;
- (c) any representation or warranty of Lessee made herein or in any instrument or document delivered to Lessor in connection herewith is false or materially incorrect or misleading;
- (d) Lessee defaults in any other Obligation, or any obligation under any other agreement with Lessor or any Affiliate of Lessor, and such default continues for 10 days after notice thereof by Lessor or such Affiliate, as applicable, to Lessee;
- (e) any act of bankruptcy takes place respecting Lessee, or any proceeding, petition or notice, voluntary or involuntary, is commenced, made, given or filed, as the case may be, by Lessee or any other person, under any present or future statute or law relating to bankruptcy, insolvency, or relief from or compromise or arrangement with creditors of Lessee;
- (f) Lessee ceases or threatens to cease to carry on business or makes or proposes to make any sale of its enterprise or of the whole or any substantial part of its assets in bulk, or otherwise out of the normal course of business;
- (g) any execution, sequestration, seizure, expropriation, restraint or similar process is brought or threatened, by way of notice or otherwise, against, or a distress or analogous process is levied upon the whole or any part of the property of Lessee or Equipment;
- (h) any trustee, receiver, interim receiver, administrator, manager or similar official is appointed with respect to all or any part of the property, assets, undertaking or enterprise of Lessee, whether pursuant to any private instrument or agreement or by order of any court;
- (i) if ownership of or control and direction over the property, assets, undertaking or enterprise of Lessee or the majority of its voting shares changes by amalgamation, merger, sale, transfer of shares or otherwise except pursuant to death of a shareholder, or Lessee passes any resolution concerning any matter addressed in paragraph (e) or with respect to or any proceedings, voluntary or involuntarily, are commenced under any present or future law relating to amalgamation, liquidation, winding-up or dissolution;
- (j) an event occurs which, in the opinion of Lessor, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, assets, liabilities or prospects of Lessee, Lessee's ability to perform any Obligation, or any obligation under any other agreement with Lessor or any Affiliate of Lessor, or on the rights and remedies of Lessor thereunder, and continues for 10 days after notice thereof by Lessor or such Affiliate, as applicable, to Lessee; or
- (k) any event or circumstance described in any of paragraphs (c) and (e) through (j) inclusive occurs with respect to any guarantor, surety or solidary co-debtor of Lessee respecting this Lease or any Affiliate of Lessee.

A Default under this Lease shall be deemed a default under all other present and future agreements entered into between Lessee and Lessor or any Affiliate of Lessor.

18.2 If any event or circumstance has arisen or occurred which, with notice and/or lapse of time, could become a Default, any or all Lessee's rights hereunder and Lessor's obligations hereunder shall, at the option of Lessor, be suspended.

19. Lessor's Remedies on Default

Upon Default, Lessor shall be entitled to do one or more of the following, subject to applicable law:

- (a) declare this Lease to be in default (with or without terminating this Lease) whereupon all Obligations shall be immediately due, payable and enforceable without any notice or demand whatsoever;
- (b) terminate this Lease;
- (c) take possession of Equipment, without demand, notice or legal proceeding and enter on any premises of Lessee or any other person for such purpose;
- (d) sell, lease or otherwise dispose of Equipment by public or private transaction for such consideration payable immediately and/or deferred and on such terms and conditions as Lessor in its discretion determines;
- (e) (whether or not this Lease may have been or be deemed to have been terminated, demand, sue for and recover damages arising out of such Default, which damages shall include, as a genuine pre-estimate of

Lessor's liquidated damages for loss of bargain and not as a penalty, the "Lessor's Return", namely the sum of (a) all Overdue Payments, (b) all future Rental Payments up to the Purchase Option Date, discounted to present value at the Settlement Rate, compounded monthly, and (c) the Purchase Option Amount (should the Purchase Option Amount be at Fair Market Value, it is agreed that the amount shall be equal to the Lessor's residual investment in the Equipment) less the aggregate of (i) the balance of any security deposit pertaining to the Equipment and any unearned Advance Rental, and (ii) the net proceeds derived from the sale, re-leasing or other disposition of Equipment, after deducting all Costs of Disposition;

- (f) repudiate any agreement made under Section 20; and
- (g) exercise any other rights or remedies and/or take any proceedings available to Lessor hereunder at law or in equity.

In lieu of selling, re-leasing or otherwise disposing of Equipment, Lessor may retain and cause Equipment to be valued by a qualified appraiser selected by it and such value shall be substituted for and deducted as net proceeds under Section 19 (e)(ii) above. Proceeds of sale, re-lease or other disposition need be deducted only when received, unless Lessor elects to take the present value of payments to be received under such sale, re-lease or other disposal, discounted at the Settlement Rate, compounded monthly.

20. Option to Purchase

20.1 Lessee shall have the option to purchase Equipment on the option date and for the amount stated on the face hereof on the terms and conditions set forth in this Lease.

20.2 Such option may be exercised by Lessee giving to Lessor at least 90 days' prior notice of intended purchase. Receipt of such notice creates a binding agreement of purchase and sale for cash to be completed upon the terms and conditions stated in Section 17.

21. Lessor's Right to Remedy Defaults

If Lessee fails to perform or comply with any Obligation, Lessor may, but has no obligation to perform same in the name of Lessee or Lessor and make all necessary disbursements in connection therewith, which shall be reimbursed by Lessee immediately on demand. Lessor is hereby appointed Lessee's lawful attorney and mandatory to take any such action in Lessee's name.

22. Lessee's General Indemnities

Lessee shall indemnify and save harmless Lessor from and against all existing or future loss, costs, charges, expenses, liabilities, claims, demands, penalties, damages, suits, actions and causes of action of every nature and kind whatsoever ("Claims") sustained or suffered by Lessor or for which Lessor may become liable, resulting from or arising out of:

- (a) the purchase of Equipment by Lessor whether or not Lessee accepts such Equipment for the purposes of this Lease or such Equipment is delivered to Lessee;
- (b) Lessor's lawful exercise or performance of its rights or obligations under this Lease;
- (c) any Default;
- (d) any personal injury or property damage or other commercial loss arising out of the sale or delivery to, installation, ownership, use, operation, maintenance, condition, return, removal and re-delivery of Equipment including strict liability in tort or in civil responsibility;
- (e) any use or operation of Equipment which infringes any patent or other industrial or intellectual property right, unless caused by the gross negligence or willful misconduct of Lessor its employees, servants or agents; or
- (f) any impairment or pollution of or damage to the environment caused by or arising from the installation, use, operation, maintenance or lack thereof, misuse or over-use of Equipment or due to or arising from any failure by Lessee to comply with or any act by Lessee in violation of any term, condition or restriction of any license, permit, consent or similar document issued in respect of Equipment or the operation thereof.

23. Interest on Overdue Payments

Each Overdue Payment, including interest, shall bear interest at 24% per annum, calculated on the daily outstanding balance and compounded monthly from its due date, both before and after demand, Default and judgment, until paid.

24. Delivery at Termination and Overholding

24.1 Except in the case of termination hereof pursuant to Section 12.4, 19 or 20, Lessee shall, at the direction of Lessor but at Lessee's expense on the expiration or termination of this Lease remove, pack, ship and surrender Equipment to Lessor at a place in Canada designated by Lessor, in as good condition, order, repair and appearance as when originally delivered to Lessee, ordinary wear and tear only excepted.

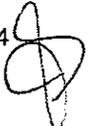
24.2 If Lessee remains in possession of Equipment after expiration of the term hereof other than pursuant to Section 20, all provisions of this Lease shall continue to apply thereto and Rental Payments shall continue to be payable until surrender of Equipment. Nothing herein shall have the effect of extending or renewing the term of this Lease without the consent of Lessor.

25. Notices

Any notice, demand, consent or other communication required or permitted hereunder ("Notice") shall be in writing and may be delivered, or sent by prepaid registered mail, or by telex, telecopier or other means which produces a permanent written record (a "transmission"). Mailed Notice shall be deemed

- to have been given two business days after mailing provided there is no disruption or stoppage of postal services; delivered Notice shall be effective upon delivery during business hours to an apparently responsible adult and transmissions shall be deemed to have been received at the opening of the next Business Day. Addresses for Notice shall be those addresses stated on the face hereof and may be changed in accordance with the foregoing.
- 26. Assignment and Sub-Letting**
Lessee shall not assign any rights hereunder or give up possession of or sub-let Equipment without the prior consent of Lessor, and such consent may be withheld by Lessor in its discretion. No assignment of rights hereunder or giving up possession or sub-letting of Equipment shall relieve Lessee of its Obligations.
- 27. Lessee's General Representations, Warranties and Covenants**
Lessee represents and warrants to and covenants with Lessor that: (a) if Lessee is a corporation, it is and will continue to be a corporation or other legal entity duly and validly incorporated or otherwise established, organized and existing in good standing under the laws of its jurisdiction of incorporation or establishment, with all necessary power and authority to execute, deliver and perform this Lease; (b) if Lessee is a corporation, all of the foregoing actions have been and will be duly authorized by all necessary action, are not and will not be in conflict with the constituting documents or by-laws of Lessee or any indenture, instrument, agreement or undertaking to which it is or will be a party or by which it or its assets are or may become bound; (c) this Lease is and will continue to be the legal, valid and binding obligation of Lessee, enforceable against it in accordance with its terms; (d) all information as defined in Section 47 provided by Lessee to Lessor is accurate; and (e) all payments to Lessor are and will be derived from legal sources. Lessee agrees to furnish Lessor a copy of its most recent annual financial statements, audited if applicable, promptly upon availability and in any event within 90 days of each financial year end during the term of this Lease. Upon request by Lessor, Lessee agrees also to furnish its quarterly financial statements promptly upon availability and in any event within 60 days of each financial quarter-end.
- 28. Forbearance, Indulgence and Waivers**
Forbearance or indulgence by Lessor in any instance shall not constitute a general waiver of the Obligation to which the same applies. Any waiver by Lessor of its rights must be in writing and shall not extend to any other Obligation or right waived.
- 29. Statutory Waivers and Acknowledgement**
29.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor and of any related verification statement.
29.2 Lessee waives, to the fullest extent permitted by law, the application of the provisions of (a) *The Limitation of Civil Rights Act* (Saskatchewan); (b) *The Distress Act* (Manitoba); (c) Articles 1848 and 1849 of the *Civil Code of Quebec*; and (d) the sale of goods legislation of any applicable jurisdiction. Lessee agrees that the provisions of this Lease are commercially reasonable.
- 30. Successors and Assigns**
This Lease shall inure to the benefit of and be binding upon Lessor and Lessee, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns and sub-lessees. Lessor may assign or transfer in whole or part its rights under this Lease or Equipment and/or Pledge its rights hereunder or in Equipment and any assignee, transferee or beneficiary of such Pledge ("Assignee") shall be unrestricted in the exercise of such rights. Lessee shall recognize any such assignment, transfer or Pledge and shall not assert against any Assignee any Claims or Equities which it may have against the original Lessor respecting this Lease or Equipment and waives all Claims and Equities against Assignee's rights to enforce this Lease based on Lessor's alleged failure to perform same.
- 31. Location of Equipment**
31.1 Except as otherwise permitted hereunder, Lessee shall not part with possession of Equipment nor remove the same from Canada.
31.2 Lessee covenants that Equipment will continue to be located where stated on the face hereof, or at any other location consented to by Lessor.
- 32. NO SET-OFF — NON-CANCELLABLE LEASE**
LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL EQUITIES AGAINST ANY RENTAL PAYMENT AND OTHER AMOUNT DUE TO LESSOR HEREUNDER AND AGREES TO PAY EACH SUCH RENTAL PAYMENT AND OTHER AMOUNT WITHOUT REGARD TO ANY EQUITIES, NEITHER DEFECTS IN, DAMAGE TO, NOR LOSS, DESTRUCTION OR LATE DELIVERY OF EQUIPMENT SHALL TERMINATE THIS LEASE OR REDUCE LESSEE'S OBLIGATIONS HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.
- 33. Remedies Cumulative**
All rights and remedies of Lessor hereunder are cumulative and not exclusive or alternative and may be exercised by Lessor successively, separately or together, in any order, sequence or combination.
- 34. Time**
Time is and shall remain of the essence of this Lease.
- 35. Entire Agreement**
35.1 There are no representations, warranties, covenants, agreements or acknowledgments affecting this Lease or Equipment, other than expressed herein in writing.
35.2 No agreement purporting to amend or modify this Lease or any other statement, document, paper or writing relating hereto or to Equipment or connected herewith shall be binding unless in writing signed by both Lessor and Lessee.
- 36. Severability**
Any term, condition or provision of this Lease which is deemed void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed herefrom and ineffective to the extent of such invalidity, prohibition or unenforceability, without in any way invalidating the balance hereof.
- 37. No Merger in Judgment**
The taking of any judgment by Lessor under this Lease shall not operate as a merger or novation of any term or condition hereof or of any Obligation.
- 38. Further Assurances and Power of Attorney**
38.1 Lessee and Lessor shall do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby and, if applicable, to convey Equipment sold to Lessee. Lessor is hereby appointed Lessee's lawful attorney and mandatary to complete and/or correct any information on the face hereof.
38.2 Each power of attorney and mandate granted herein by Lessee is granted with full power of substitution, is irrevocable and is coupled with an interest, shall survive termination of this Lease and may be exercised during any subsequent legal incapacity of Lessee.
- 39. Choice of Law**
This Lease shall be governed, construed, performed and enforced in accordance with the laws of the Province where the address of Lessee is located as stated on the face of this Lease.
- 40. Currency**
Unless otherwise stated on the face of this Lease, all sums of money payable hereunder shall be paid in Canadian dollars. If any amount payable pursuant to this Agreement needs to be converted from US dollars to Canadian dollars, including for purposes of determining the amount of Rental Payment or the amount of any Obligation, such conversion shall be made by Lessor on the relevant date at the Conversion Rate and Lessor will notify Lessee of the Canadian dollar amount so converted.
- 41. Survival**
Notwithstanding any other Section, any accrued Obligations, and the Obligations of Lessee under Sections 6, 12.4, 13, 16, 22, 23, 24 and 45 and the rights, powers and remedies of Lessor hereunder, whether accrued or not shall survive the expiration or termination of this Lease and the payment of all Rental Payments and all other amounts payable hereunder.
- 42. Allocations**
Lessee hereby irrevocably and unconditionally waives any present or future right to allocate, apply and impute any payment made to Lessor to any specific obligation due under this Lease or under any other agreement with Lessor or any Affiliate of Lessor. Lessor may allocate, apply and impute any payment received to any obligation due hereunder or under any other agreement with Lessor and may reverse, reallocate, reapply and re-impute any such payment as many times and in such manners as Lessor from time to time sees fit. Payments received shall be allocated, applied and imputed upon receipt of legal tender or cleared funds. Lessor is hereby authorized to combine, set-off and compensate amounts payable by it to Lessee with amounts owing to it from Lessee (in each case whether matured or not and whether absolute or contingent) under the same or different agreements.
- 43. Joint and Several Liability — Solidary Obligations**
If more than one person executes this Lease as Lessee, their obligations hereunder shall be joint and several (or where this Lease is governed by the laws of the Province of Quebec their obligations shall be solidary) and, where the context so admits, each reference in this Lease to "Lessee" shall include reference to any one or more or all of such persons and the acts or omissions of any such persons shall bind all of them.
- 44. Administrative Fees and Expenses**
Lessee shall pay Lessor on demand Lessor's prevailing fees and all costs and disbursements (including legal fees and expenses) certified by Lessor as having been incurred or made in connection with the enforcement or preservation of any right or remedy arising on Default or in connection with the rendering of financial services under this Lease including, without limitation, for processing of payments and rendering statements to Lessee.
- 45. Pre-authorized Payments**
Lessee shall execute and deliver to Lessor from time to time upon request pre-authorized payment orders in such form as Lessor may reasonably request. Lessor is hereby authorized to deliver such orders to the financial institution named therein. Lessee hereby appoints Lessor its lawful attorney and mandatary to take all action contemplated by such payment orders to receive payment of any amount due under this Lease. Lessor may decline any other form of payment.
- 46. Receipt of Agreement**
Lessee hereby acknowledges receipt of a fully signed copy of this Lease.
- 47. Information**
Lessee hereby consents and authorizes Lessor and its Affiliates, agents, contractors and representatives, at any time, (a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and

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payment history, with respect to Lessee ("Information"), as Lessor deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; (b) to respond to inquiries from, and exchange any information with, third parties concerning Lessee's credit rating, financial capacity and payment history; (c) to provide Information to persons to whom Lessor considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and (d) to provide to any person copies of this Lease. This consent is in addition to and does not replace any consent previously given.

48. No representation

Lessor makes no representation and warranty of any kind, express or implied with respect to the legal, tax or accounting treatment of this Lease and the rentals hereunder for financial or tax purposes. Lessee will obtain its own legal, tax and accounting advice related to this Lease and will make its own determination of the proper lease terms and conditions to achieve its desired tax and accounting treatment.

49. Language

The parties hereto have expressly required that this Lease and all documents, agreements and notices relating thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent contrat de

crédit-bail et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

50. Fund off Fax

This Lease may be executed in several counterparts and such counterparts together shall constitute one and the same instrument and shall be effective as of the date stated on the face hereof. Each of the Lessee and the Lessor agrees that if the original of this Lease and/or related certificates, authorizations or other documents (collectively, the "Closing Documents") is not received by the Lessor, then the Lessor, in its sole discretion, may decide to treat and rely on the executed version of any such Closing Document that has been transmitted to the Lessor by facsimile transmission ("fax") or by the use of other electronic means such as email (any such other electronic transmission being herein referred to as "pdf") as the signed original of such Closing Document. Without limiting the generality of the foregoing, each of the Lessee and the Lessor further agrees that any Closing Document signed and transmitted by fax or pdf shall be treated for all purposes as an original document, the signature of any party on such Closing Document shall be considered as an original signature and the Closing Document transmitted by fax or pdf shall have the same effect as a counterpart thereof containing original signatures. No party shall raise as a defense to the enforcement of any Closing Document that a facsimile, email or other electronic transmission was used to transmit any signature of a party to such Closing Document.





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FILE NO: 50028-1072

BY EMAIL

January 14, 2019

Stanley Loiselle
Raymond Chabot Inc.
116 Albert Street, Suite 1000
Ottawa, ON K1P 5G3

Dear Mr. Loiselle:

Re: Vetting of Security Held by National Leasing Group Inc. ("NL") in respect of Laplante Welding of Cornwall Inc. (the "Debtor") – PPSA Registration #20161129 1624 6005 1764

Further to your request, we have reviewed the leasing documentation with respect to the above-noted matter.

Scope of Review

We have reviewed NL's lease documents generally to identify any of the documents or any registrations which do not appear complete and regular on their face or which appear to raise other problems.

In conducting our review, (unless otherwise noted), we have assumed that:

- (a) the persons signing NL's lease documents on behalf of NL were the authorized incumbent officers at the time and that their signatures are genuine;
- (b) any copies of documents which we received are authentic and conform to the originals;
- (c) any standard form documents used by NL are effective to create legal, valid and binding security and other obligations in its favour in accordance with their terms; and

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- (d) there are no agreements to which the Debtor or its principals are parties which might impair their ability to grant the security or perform their obligations under the security.

NL Leasing Documents

We have been provided with the following documents with respect to NL's secured claim:

- Leasing Agreement no. 2794749, dated November 25, 2016;
- PPSA Verification Statement with respect to agreement no. 2794749, dated November 29, 2016; and
- Correspondence to Debtor re: agreement no. 2794749.

For convenience, the foregoing documents are hereinafter collectively referred to as the "Leasing Documents" and are enclosed herewith for your ease of reference.

We have also been provided with a statement of the accelerated balance owing to NL dated December 5, 2018 confirming that the balance owing to NL as of that date is \$18,027.50. The foregoing is also enclosed herewith for your ease of reference.

Each of the Leasing Documents was executed by Julie Stewart in her capacity as the Debtor's controller.

The Leasing Documents provide that NL was financing the purchase by the Debtor of specific equipment listed in the equipment schedule attached to the leasing agreement (the "Collateral").

The term of the lease is 36 months with monthly payments in the amount of \$1,214.93, plus HST. The Leasing Documents expressly provide that title in the Collateral remains with NL. The Leasing Documents also provide that NL is entitled to possession of the Collateral in the event of default.

The results of our search of the *Personal Property Security Act* ("PPSA") Registry confirm that NL's security interest in the Collateral was perfected by registration on November 29, 2016 and that the description of the collateral in the PPSA search results references the equipment in the Leasing Documents (see attached). Moreover, the Leasing Documents confirm that NL perfected its registration within 10 days of the Debtor obtaining possession of the Collateral. In this regard, the Leasing Documents confirm that the Debtor took delivery of and accepted the Collateral on November 25, 2016. As a result, NL would hold a purchase-money security interest in respect of the Collateral pursuant to ss. 33(2)(a) of the PPSA.

Opinion

The Leasing Documents with which we have been provided were executed by Julie Stewart on behalf of the Debtor in her capacity as the Debtor's controller. In this regard, she appears to have had authority to bind the Debtor at all material times and held herself out as such.

Subject to the comments made above, the Leasing Documents appear to have been properly executed by the Debtor and enforceable in accordance with their terms in the event of default.

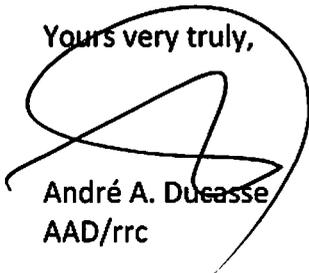
General Qualifications

The enforceability of the Lease Documents is also subject to the following qualifications which arise under laws of general application:

- (a) The effect of any applicable bankruptcy, insolvency, reorganization, preference, moratorium, liquidation or similar laws relating to or affecting creditors rights generally;
- (b) The equitable and statutory powers of the courts to stay proceedings before them;
- (c) The execution of judgments and equitable remedies, such as specific performance and injunctions, which are available only at the discretion of a court of competent jurisdiction;
- (d) The equitable and statutory powers of the courts to relieve against penalties of mortgagors and to impose such terms with respect to them as the court sees fit; and
- (e) The powers of a receiver being circumscribed by or subject to the review of the court.

I trust the foregoing is satisfactory and please do not hesitate to contact me should you wish to further discuss this matter.

Yours very truly,



André A. Ducasse
AAD/rrc

Encls.



LEASE AGREEMENT NO.: 2794749

LESSEE	Lessee Name: LAPLANTE WELDING OF CORNWALL INC.		
	Address: 800 Second Street W, Cornwall ON K6J 1H6		
PAYMENT TERMS	Contact Name:	Telephone: (613) 938-7886	
	Email:	Fax:	
ATTACHMENTS EQUIPMENT	Term: 36 months	Payment Period: Monthly	Security Deposit: \$0.00
	Total # of Rent Payments: 36	Rent: \$1,214.93 plus applicable taxes	
	Purchase Option Date: End of Term's 36th Calendar Month	Purchase Option Price: \$1.00	
Equipment Location: See Equipment Schedule			
Equipment Description: See Equipment Schedule			
SEE ATTACHMENTS FOR ADDITIONAL TERMS AND CONDITIONS			
Terms and Conditions Attachment		Equipment Schedule	

STRIKE THROUGH IF EQUIPMENT HAS NOT BEEN DELIVERED	DELIVERY AND ACCEPTANCE OF EQUIPMENT
	Lessee certifies that all Equipment has been received, is fully installed and is in good operating order in accordance with all requirements and specifications. Lessee unconditionally accepts the Equipment and acknowledges that Lessor relies on this acceptance to pay the supplier of the Equipment and commence this Agreement.

Date: Nov 25/16

LAPLANTE WELDING OF CORNWALL INC.

By:

Signature X [Signature]
 Name: Stéphane Szwedziński
 Title: Contrôleur

1525 Buffalo Place, Winnipeg MB R3T 1L9 | customerservice@nationalleasing.com | Phone: 868-599-1986 | Fax: 800-682-0560

For Office Use Only

v.2794749-Lease-1

Commencement Date:

Acceptance Date:

Accepted By Lessor:

Lease Agreement - R 08/14

TERMS AND CONDITIONS ATTACHMENT

This attachment is attached to and forms part of:

Agreement No. 2794749

Lessor: LAPLANTE WELDING OF CORNWALL INC.

Capitalized words not defined in these terms and conditions refer to terms described in the first page of the Agreement.

1. Lease, Term, Rent: National Leasing Group Inc. ("Lessor") leases to Lessee and Lessee leases from Lessor the Equipment, together with all affixed parts and accessories during the Term for the Rent and subject to the terms of this Agreement. The Term begins on the commencement date to be established by Lessor on its acceptance of this Agreement, but will be no earlier than the date the Equipment is delivered to Lessee, unless Lessee directs otherwise in writing ("Commencement Date"). Lessee will pay the Rent during the Term and will also pay partial Rent for the period between the date Lessor pays Equipment supplier for the Equipment and the due date of the first Rent payment, in an amount pro-rated to the number of days of such period. Rent is payable in advance on the first day of each month (or other payment period) during the Term without set-off. Lessee will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes applicable to the Equipment and this Agreement. Any Security Deposit will be non-interest bearing and may be held by Lessor and applied by it to any amount due under this Agreement. Upon termination of this Agreement, Lessor will return any balance of the Security Deposit to Lessee. Lessee will pay partial Rent and the Security Deposit on the date Lessor pays Equipment supplier for the Equipment.

2. Pre-Authorized Payment Plan: Lessee authorizes Lessor to debit from Lessee's account for business purposes, the Rent and all other amounts due under this Agreement. Each amount will be debited on its respective due date as determined under this Agreement. Lessee has attached a sample cheque marked "void" identifying the particulars of the account to be debited or has separately provided Lessor with Lessee's account information. Lessee will immediately notify Lessor in writing of any change in Lessee's account. The signatory/ies to this Agreement is/are authorized to debit Lessee's bank account. If Lessor waives the requirement for pre-authorized debit, then Lessee will pay a service charge for other payment methods. Lessee (a) may change or cancel this authorization at any time on 10 days' written notice to Lessor; and (b) has certain recourse rights if any debit does not comply with this Agreement (for example, the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement). To obtain information on recourse rights, a sample cancellation form or information on the right to cancel an authorization, Lessee may contact its financial institution or visit www.schnpay.com. Lessor will obtain the specific prior authorization of Lessee for one-time or other sporadic debits, the amounts or due dates of which are not identified in this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of future changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this Agreement. Lessee will be notified of the identity and contact information of any such assignee. This authorization applies to any fees and charges due under this Lease and any payments due pursuant to any invoice, interim funding agreement or other agreement relating to this Lease and the Equipment.

3. No Warranties, No Cancellation: Lessee is leasing the Equipment "as is". Lessor does not make any warranty or representation whatsoever with respect to the Equipment,

including, without limitation as to the durability, quality, condition or suitability of the Equipment for Lessee's purposes. Lessor will not be liable to Lessee for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage however caused. Where permitted, Lessor assigns all manufacturer's and supplier's warranties related to the Equipment to Lessee during the Term. This Agreement cannot be cancelled by Lessee during the Term for any reason, including equipment failure, loss or damage. Lessee may not revoke acceptance of the Equipment. Lessee acknowledges that Lessee selected the Equipment and the Equipment supplier. Lessor purchased the Equipment at Lessee's request and on Lessee's instructions. Lessee shall perform, satisfy and discharge any purchaser obligations under any agreements with the Equipment supplier relating to the purchase of the Equipment, other than payment of the purchase price of the Equipment. Lessor is not responsible for equipment failure, software defects, the Equipment supplier's acts or the failure of the Equipment supplier or manufacturer to comply with any of its obligations. If any such failure or defects occur, Lessee may pursue any claim it may have against the Equipment supplier or manufacturer and will continue to comply with this Agreement.

4. Use, Location, Maintenance: Lessee certifies that the Equipment will be used solely for lawful business purposes and that the Equipment is not acquired for use primarily for personal, family or household purposes. Lessee will operate and maintain the Equipment in accordance with any applicable manufacturer's instructions and recommendations and applicable laws. The Equipment will remain personal property and will not be affixed or attached to any lands or buildings without Lessor's prior written consent. Lessee will not relocate the Equipment from the Equipment Location or operate the Equipment outside the Province of the Equipment Location without Lessor's prior written consent. Lessee will: (a) maintain the Equipment, at Lessor's cost in good repair and working order; (b) pay all costs relating to the use and operation of the Equipment; and (c) not alter the Equipment in any manner without Lessor's prior written consent. Any replacements, alterations or improvements to the Equipment will form part of the Equipment and immediately become the property of Lessor.

5. Purchase Option: If no unremedied default exists, Lessee will have an option to purchase the Equipment, on the Purchase Option Date for the Purchase Option Price. If the Purchase Option Price is "Fair Market Value", then the Purchase Option Price will be the fair market value of the Equipment as of the Purchase Option Date, as determined by Lessor. Lessee may exercise this purchase option by giving written notice to exercise to Lessor at least 60 days before the Purchase Option Date and paying the Purchase Option Price, plus applicable taxes, at least 30 days before the Purchase Option Date. If the required notice and payment are not received by Lessor by the specified dates, the purchase option will terminate. Upon payment by Lessee of the Purchase Option Price, Lessor will transfer Lessor's interest in the Equipment to Lessee, on an "as is, where is" basis, free of any security interests created by Lessor.

TERMS AND CONDITIONS ATTACHMENT

6. Return of Equipment: Lessee will return the Equipment to Lessor on the termination of this Agreement, at Lessee's cost to a location directed by Lessor, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not purchased or returned to Lessor at the end of the Term, then provided that no unremedied default exists, this Agreement will be automatically renewed on a month to month basis.

7. Insurance Loss, Damage: Lessee is responsible for and accepts the risk of loss or damage to the Equipment. Lessee will insure the Equipment against all risk of loss at replacement value in amounts and on terms acceptable to Lessor. Proceeds of such insurance may be applied, at Lessor's option, to replacement or repair of the Equipment or toward payment of Lessee's obligations under this Agreement. Lessee will also obtain, at Lessor's request, comprehensive commercial general liability insurance and insurance against any other risks, in amounts and on terms acceptable to Lessor. Lessor will name Lessor as first loss payee and/or additional insured and provide Lessor written proof of this insurance. If Lessee does not provide Lessor with such proof of insurance, at Lessor's request, Lessee will pay Lessor a monthly loss damage waiver fee in consideration of Lessor waiving Lessor's obligation to obtain and provide proof of insurance. The amount of such fee will be calculated and provided to Lessee within the first month of the Term and payable on the same date as Rent commencing on the third month of the Term. Written notice of this fee is incorporated by reference into this Lease. Lessor may (but is not obligated to) obtain insurance coverage to protect its interest in the Equipment.

8. Assignment: Lessee consents to the Lessor's assignment of this Agreement to a third party provided that the Lessor continues to be liable for its obligations, as lessor, under this Agreement. Any assignee will be entitled to enforce all of Lessor's rights but will have no obligations under this Agreement. Lessee will not assign this Agreement or transfer, sublease, encumber or give up possession of the Equipment without Lessor's prior written consent.

9. Indemnity: Lessee indemnifies and saves Lessor harmless from and against all losses, expenses, damages, liabilities, claims and orders, including solicitor's fees on a solicitor and client basis arising from this Agreement or the Equipment, including any obligations imposed on Lessor by the Equipment supplier, except for loss caused solely by the negligence of Lessor. This indemnity will survive the termination of this Agreement.

10. Other Fees and Charges: If any payment of Rent or other amount payable under this Agreement is late, Lessee will pay a late fee, when it accrues, of 2% per month (24% per annum) on the unpaid amount or \$10 per month, whichever is greater, both before and after judgment. Lessee will also pay an insufficient funds charge of \$45 for any dishonoured cheque or pre-authorized payment on the date that the cheque or payment is dishonoured. Lessee will pay (a) arrangement, documentation, sale and lease back transaction (if applicable) fees for document processing costs on the due date of the first Rent payment, (b) a re-documentation fee if and when this Agreement is cancelled and re-documented, (c) an assignment fee if this Lease is assigned by Lessee, (d) a fixture filing fee, if and when a fixture filing is required, and (e) a lease expiry fee on the date this Agreement expires. A statement of the amount of all fees payable is available on request.

11. Default: If: (a) Lessee fails to pay any Rent or other amount payable under this Agreement when due; (b) Lessee fails to comply with any other term of this Agreement; (c) Lessee defaults under any other agreement with Lessor; (d) any representation made by Lessee in connection with this Agreement is or becomes untrue; (e) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (f) any Equipment is subjected to any lien, charge, encumbrance, seizure, attachment, adverse

claim or other judicial process; (g) Lessee makes any assignment for the benefit of Lessee's creditors, becomes insolvent, commits or threatens to commit any act of bankruptcy, winding up or dissolution, ceases or threatens to cease to carry on business or seeks any arrangement or compromise with Lessor's creditors; (h) any bankruptcy, receivership, winding up, dissolution, liquidation, or insolvency proceeding is commenced against Lessee, or (i) Lessor believes, acting reasonably and in good faith, that the prospect of payment under this Agreement is impaired; then, all Rent and any other amounts to become due under this Agreement to the end of the Term, shall immediately become due and payable on demand. Lessee will at its own cost on Lessor's demand immediately deliver the Equipment to a location directed by Lessor. Lessor may, without notice and without resort to legal process, take immediate possession of the Equipment. Lessor may enter the premises where the Equipment is located for purposes of disabling or removal of the Equipment without incurring any liability to Lessee. Lessee will pay Lessor's costs of collection, re-possession of the Equipment and of the enforcement of Lessor's rights, including legal costs or a solicitor and client basis.

12. Miscellaneous: Lessee consents to the collection, use and disclosure of personal information by Lessor and its assignees, for the purposes set out in this Agreement, to enable Lessor to provide leasing services to Lessee and to promote the products and services of Lessor and its affiliates. Lessor is entitled to conduct a personal investigation or credit check upon Lessee, subject to applicable legislation. A signed copy of this Agreement transmitted by email, facsimile or other electronic means is deemed to be an original. This is of the essence of this Agreement. This Agreement will be construed according to the laws of the Province of the Location of the Equipment. To the extent permitted by law Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. The parties agree that this Agreement and all related documents be written in English. Les parties aux présentes consentent à ce que le présent Contrat et tous les documents connexes soient rédigés en anglais. This Agreement constitutes a leasing as defined in the Civil Code of Quebec if the Equipment Location is in Quebec. Lessee will allow Lessor access to the Equipment for inspection during the Term. The Equipment is and will remain the sole property of Lessor during the Term. This Agreement will not become binding upon Lessor until accepted by Lessor. This Agreement is binding on Lessee's heirs, executors, administrators, successors and permitted assigns, if more than one Lessee is named in this Agreement, the liability of each Lessee will be joint and several and will not be affected by any amendment or renewal of this Agreement. Notice required under this Agreement will be provided to the Lessee in writing to the address set forth in this Agreement. Clerical errors will not affect the validity of this Agreement and Lessor may correct clerical errors provided that Lessor gives notice of the correction to Lessee. This Agreement constitutes the entire agreement between Lessee as lessee and Lessor as lessor. Lessee acknowledges that the Equipment suppliers or their sales representatives or any lease brokers, are not Lessor's agents and are not authorized to waive or change the terms of the Agreement or act on behalf of Lessor. Lessee acknowledges receipt of a copy of this Agreement and waives the delivery of a copy of any financing statement registered in respect of this Agreement. Where permitted, Lessor grants to Lessee and Lessee accepts a non-transferable and non-exclusive license to use any software referred to in this Agreement with the Equipment. Lessee may not alter such software and will not copy, disclose or make such software available to any other person without Lessor's prior written consent.

 **NATIONAL LEASING** EQUIPMENT SCHEDULE

This schedule is attached to and forms part of:

Agreement No.: 2794749

Lessee/Borrower: LAPLANTE WELDING OF CORNWALL INC.



Equipment Location: 800 Second Street W, Cornwall, ON K6J 1H6

Description of Equipment:

- (1) 2015 Trimble RTS773 Demo Robotic total station including: 1 calibration, batteries and chargers, mini pole seco, rod, tripod and prism MT1000 S/N: 96515832 S/N: 73610572 ✓
- (1) Trimble Yuma2 Tablet including: Trimble field link (TFL) Software & Trimble Field link office (TFL) software S/N: T71SY1249000807 ✓

Nov 28, 2016

LAPLANTE WELDING OF CORNWALL INC.
800 Second Street W
Cornwall, ON, K6J 1H6

Total Station

Agreement Number / Numéro d'entente 2794749

As required under the Personal Property Security Act for the Province of Ontario, enclosed is a copy of the Verification Statement confirming the registration done by National Leasing Group Inc. This is for your records only.

Tel que requis d'après la Loi sur les Sûretés mobilières de la province de l'Ontario, vous trouverez ci-jointe une copie de l'Etat de vérification confirmant l'enregistrement sur vos biens par National Leasing Group Inc. Pour vos dossiers seulement.

Financing Change Statement / Change Statement
État de modification du financement / État de modification

2016/11/29 334 04555
 CCCL587 6005A20161129C

Registration No. (for office use only) / N° d'enregistrement (usage interne)
 YYYYAAAA MMMM DDJJ Time/Heure Branch/Bureau Sequence/Séquence



Ministry of Consumer and Business Services / Ministère des Services aux Consommateurs et aux Entreprises

Form Formule 3C

10553(03/05)

Registered Lender (office use only) / Enregistré aux fins de (usage interne) **PPSA**

81 Refinance File Number / N° de dossier de refinancement: **722921382** Renewed (R) OR Discharged (D) / Reconsolidation (R) OU Mainlevée (C) Enter Number of Additional Years if Renewal being requested / Indiquer le nombre d'années supplémentaires si s'agit d'un renouvellement (voir au verso)

82 Debtor's Name (as recorded) / Débiteur personnel (R) ou (F) First Given Name / Prénom Initials / Initiales Surname / Nom de famille

83 Business Debtor (as recorded) / Débiteur commercial (si pertinent)
LAPLANTE WELDING OF CORNWALL INC. Ontario Corporation No. / N° matricule de la personne morale en Ontario

84 Secured Party Lien Classification / Classification Agent / Colander parent / Colander principal / Agent d'enregistrement

85 Address / Adresse City, etc. / Ville, etc. Prov. / Prov. Postal Code / Code postal

NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE,
WINNIPEG MB R3T 1L9

Authorized Signature / Signature autorisée
 Name and Signature of Secured Party / Lien Claimant OR Name of Secured Party / Lien Claimant AND Name and Signature of Agent of Secured Party / Lien Claimant / Nom et signature du créancier garanti/principal ET nom et signature de l'agent du créancier garanti/principal

This form must not be reproduced for registration purposes. / Cette formule ne doit pas être reproduite aux fins d'enregistrement.

(Cut along dotted line / Découpez à la ligne pointillée)

This is not a Certificate issued under the PPSA. It is provided as a courtesy to assist you / Le présent n'est pas un certificat délivré en vertu de PPSA. Il est délivré à titre gracieux pour vous aider.

Verification Statement / État de vérification

Form Type / Type de formule	Page	Line / Ligne	The expiry date calculated by the system may exceed the date on which the registration ceases to be effective. / La date d'expiration établie en vertu du système peut être postérieure à la date à laquelle l'enregistrement cesse d'être en vigueur.	Page / Page	DE / DE	Total Pages / Nombre de pages	Expiry Date / Date d'expiration
				1		2	2020/11/29
1C	1	00	722921382				
1C	1	01	CAUTION FILING / AVERTIS: PAGE: 1 OF / DE: 2 MV SCHEDULE				
1C	1	01	ATTACHED / LISTE VA: REG NUM / NO ENREGIST: 20161129 1624 6005 1764				
1C	1	01	REG UNDER / T. ENREG: P REG PERIOD / PERIODE: 04				
1C	1	03	LAPLANTE WELDING OF CORNWALL INC.				
1C	1	04	800 SECOND STREET WEST,				
1C	1	04	CORNWALL ON K6J 1H6				
1C	1	08	NATIONAL LEASING GROUP INC.				
1C	1	09	1525 BUFFALO PLACE,				
1C	1	09	WINNIPEG MB R3T 1L9				
1C	1	10	CONS GOODS / BIENS CONS: INVTRY / STOCK: EQUIP / MATER: X				
1C	1	10	ACCTS / COMPT: OTHER / AUTRE: MV INCL / VA INCLUS:				
1C	1	10	AMOUNT / MONTANT: DATE OF MATURITY / DATE ECHEANCE:				
1C	1	10	NO FIXED MAT DATE / D ECHE PAS DET:				
1C	1	13	ALL SURVEYING EQUIPMENT - TRIMBLE AND RELATED COMPONENTS OF EVERY				
1C	1	14	NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2794749, BETWEEN THE				
1C	1	15	SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER				
			*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***				

Financing Change Statement / Change Statement 2016/11/29 334 04556
État de modification du financement / État de modification CCCL587 6005A20161129C

Registration No. (for office use only) / N° d'enregistrement (usage bureau)
 YYYY/AAA-MMM/DD/JJ Time/Heure Branch/Bureau Sequence/Séquence



Registered Under (office use only) / Enregistré aux termes de (usage bureau)

Reference File Number / N° de dossier de référence: **722921382** Renewal (R) OR Discharge (C) / Renouvellement (R) OU Libération (C) Enter Number of Additional Years of Renewal (see header) / Indiquer le nombre d'années supplémentaires si il s'agit d'un renouvellement (voir en-tête)

First Given Name / Premier prénom Initial/Initiale Surname / Nom de famille

Individual Owner (see remarks) / Individu propriétaire (voir remarques)

Business Owner (see remarks) / Entreprise propriétaire (voir remarques): **LAPLANTE WELDING OF CORNWALL INC.** Ontario Corporation No. / N° d'entreprise de la Province de l'Ontario

Secured Party/lien Claimant (Registered Agent) / Créancier garanti / Créancier privilégié / Agent d'enregistrement

Address / Adresse City, etc. / Ville, etc. Prov./Prov. Postal Code / Code postal

NATIONAL LEASING GROUP INC.
1525 BUFFALO PLACE,
WINNIPEG MB R3T 1L9

Authorized Signature / Signature autorisée
 Name and Signature of Secured Party, lien Claimant OR Name of Secured Party, lien Claimant AND Name and Signature of Agent of Secured Party, lien Claimant / Nom et signature du créancier garanti / Créancier privilégié OU Nom et signature du créancier garanti / Créancier privilégié ET nom et signature de l'agent du créancier garanti / Créancier privilégié

This form must not be reproduced for registration purposes. / Cette forme ne doit pas être reproduite aux fins d'enregistrement.
 (Cut along dotted line / Découper à la ligne pointillée)
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1C	2	01	ATTACHED / LISTE VA: REG NUM / NO ENREGIST: 20161129 1624 6005 1764				
1C	2	01	REG UNDER / T. ENREG: REG PERIOD / PERIODE:				
1C	2	13	WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.				
		***	VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***				

1053(03/05)



1525 Buffalo Place | Winnipeg, MB R3T 1L9
1-888-599-1966 | nationalleasing.com
customerservice@nationalleasing.com

November 30, 2016

LAPLANTE WELDING OF CORNWALL INC.
800 SECOND STREET W
CORNWALL, ON
K6J 1H6

Re: Agreement # 2794749 - Welcome!

Hello,

Thank you for choosing National Leasing. A copy of your contract is attached. Please save it in a secure place for future reference. We have adjusted and noted any clerical changes on the enclosed copy.

For us, success means continually innovating to meet your ever-changing needs. This is only possible through feedback you provide. Please take 5 minutes to share your experience at:

Web Address: finance.getfeedback.com/welcome

Survey Code: 9427749

I am confident this financing will help your business grow and if you have questions or need help at any time, give us a call at (888) 599-1966.

Thanks again!

Tom Pundyk
President and CEO
National Leasing

Protection of your personal information is important to National Leasing. Learn more at nationalleasing.com/privacy.

TERMS AND CONDITIONS ATTACHMENT

This attachment is attached to and forms part of:

Agreement No. 2794749

Lessee: LAPLANTE WELDING OF CORNWALL INC.

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2. Pre-Authorized Payment Plan: Lessee authorizes Lessor to debit from Lessee's account for business purposes, the Rent and all other amounts due under this Agreement. Each amount will be debited on its respective due date as determined under this Agreement. Lessee has attached a sample cheque marked 'void' identifying the particulars of the account to be debited or has separately provided Lessor with Lessee's account information. Lessee will immediately notify Lessor in writing of any change in Lessee's account. The signatory/ies to this Agreement is/are authorized to debit Lessee's bank account. If Lessor waives the requirement for pre-authorized debit, then Lessee will pay a service charge for other payment methods. Lessee (a) may change or cancel this authorization at any time on 10 days' written notice to Lessor; and (b) has certain recourse rights if any debit does not comply with this Agreement (for example, the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement). To obtain information on recourse rights, a sample cancellation form or information on the right to cancel an authorization, Lessee may contact its financial institution or visit www.cdnpay.com. Lessor will obtain the specific prior authorization of Lessee for one-time or other sporadic debits, the amounts or due dates of which are not identified in this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of future changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this Agreement. Lessee will be notified of the identity and contact information of any such assignee. This authorization applies to any fees and charges due under this Lease and any payments due pursuant to any invoice, interim funding agreement or other agreement relating to this Lease and the Equipment.

3. No Warranties, No Cancellation: Lessee is leasing the Equipment "as is". Lessor does not make any warranty or representation whatsoever with respect to the Equipment,

including, without limitation as to the durability, quality, condition or suitability of the Equipment for Lessee's purposes. Lessor will not be liable to Lessee for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage however caused. Where permitted, Lessor assigns all manufacturer's and supplier's warranties related to the Equipment to Lessee during the Term. This Agreement cannot be cancelled by Lessee during the Term for any reason, including equipment failure, loss or damage. Lessee may not revoke acceptance of the Equipment. Lessee acknowledges that Lessee selected the Equipment and the Equipment supplier. Lessor purchased the Equipment at Lessee's request and on Lessee's instructions. Lessee shall perform, satisfy and discharge any purchaser obligations under any agreements with the Equipment supplier relating to the purchase of the Equipment, other than payment of the purchase price of the Equipment. Lessor is not responsible for equipment failure, software defects, the Equipment supplier's acts or the failure of the Equipment supplier or manufacturer to comply with any of its obligations. If any such failure or defects occur, Lessee may pursue any claim it may have against the Equipment supplier or manufacturer and will continue to comply with this Agreement.

4. Use, Location, Maintenance: Lessee certifies that the Equipment will be used solely for lawful business purposes and that the Equipment is not acquired for use primarily for personal, family or householder purposes. Lessee will operate and maintain the Equipment in accordance with any applicable manufacturer's instructions and recommendations and applicable laws. The Equipment will remain personal property and will not be affixed or attached to any lands or buildings without Lessor's prior written consent. Lessee will not relocate the Equipment from the Equipment Location or operate the Equipment outside the Province of the Equipment Location without Lessor's prior written consent. Lessee will: (a) maintain the Equipment, at Lessee's cost in good repair and working order; (b) pay all costs relating to the use and operation of the Equipment; and (c) not alter the Equipment in any manner without Lessor's prior written consent. Any replacements, alterations or improvements to the Equipment will form part of the Equipment and immediately become the property of Lessor.

5. Purchase Option: If no unremedied default exists, Lessee will have an option to purchase the Equipment, on the Purchase Option Date for the Purchase Option Price. If the Purchase Option Price is "Fair Market Value", then the Purchase Option Price will be the fair market value of the Equipment as of the Purchase Option Date, as determined by Lessor. Lessee may exercise this purchase option by giving written notice to exercise to Lessor at least 60 days before the Purchase Option Date and paying the Purchase Option Price, plus applicable taxes, at least 30 days before the Purchase Option Date. If the required notice and payment are not received by Lessor by the specified dates, the purchase option will terminate. Upon payment by Lessee of the Purchase Option Price, Lessor will transfer Lessor's interest in the Equipment to Lessee, on an "as is, where is" basis, free of any security interests created by Lessor.

Page 1 of 2

TERMS AND CONDITIONS ATTACHMENT

6. Return of Equipment: Lessee will return the Equipment to Lessor on the termination of this Agreement, at Lessee's cost to a location directed by Lessor, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not purchased or returned to Lessor at the end of the Term, then provided that no unremedied default exists, this Agreement will be automatically renewed on a month to month basis.

7. Insurance Loss, Damage: Lessee is responsible for and accepts the risk of loss or damage to the Equipment. Lessee will insure the Equipment against all risk of loss at replacement value in amounts and on terms acceptable to Lessor. Proceeds of such insurance may be applied, at Lessor's option, to replacement or repair of the Equipment or toward payment of Lessee's obligations under this Agreement. Lessee will also obtain, at Lessor's request, comprehensive commercial general liability insurance and insurance against any other risks, in amounts and on terms acceptable to Lessor. Lessee will name Lessor as first loss payee and/or additional insured and provide Lessor written proof of this insurance. If Lessee does not provide Lessor with such proof of insurance, at Lessor's request, Lessee will pay Lessor a monthly loss damage waiver fee in consideration of Lessor waiving Lessee's obligation to obtain and provide proof of insurance. The amount of such fee will be calculated and provided to Lessee within the first month of the Term and payable on the same date as Rent commencing on the third month of the Term. Written notice of this fee is incorporated by reference into this Lease. Lessor may (but is not obligated to) obtain insurance coverage to protect its interest in the Equipment.

8. Assignment: Lessee consents to the Lessor's assignment of this Agreement to a third party provided that the Lessor continues to be liable for its obligations, as lessor, under this Agreement. Any assignee will be entitled to enforce all of Lessor's rights but will have no obligations under this Agreement. Lessee will not assign this Agreement or transfer, sublease, encumber or give up possession of the Equipment without Lessor's prior written consent.

9. Indemnity: Lessee indemnifies and saves Lessor harmless from and against all losses, expenses, damages, liabilities, claims and orders, including solicitor's fees on a solicitor and client basis arising from this Agreement or the Equipment, including any obligations imposed on Lessor by the Equipment supplier, except for loss caused solely by the negligence of Lessor. This indemnity will survive the termination of this Agreement.

10. Other Fees and Charges: If any payment of Rent or other amount payable under this Agreement is late, Lessee will pay a late fee, when it accrues, of 2% per month (24% per annum) on the unpaid amount or \$10 per month, whichever is greater, both before and after judgment. Lessee will also pay an insufficient funds charge of \$45 for any dishonoured cheque or pre-authorized payment on the date that the check or payment is dishonoured. Lessee will pay (a) arrangement, documentation, sale and lease back transaction (if applicable) fees for document processing costs on the due date of the first Rent payment, (b) a re-documentation fee if and when this Agreement is cancelled and re-documented, (c) an assignment fee if this Lease is assigned by Lessee, (d) a fixture filing fee, if and when a fixture filing is required, and (e) a lease expiry fee on the date this Agreement expires. A statement of the amount of all fees payable is available on request.

11. Default: If: (a) Lessee fails to pay any Rent or other amount payable under this Agreement when due; (b) Lessee fails to comply with any other term of this Agreement; (c) Lessee defaults under any other agreement with Lessor; (d) any representation made by Lessee in connection with this Agreement is or becomes untrue; (e) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (f) any Equipment is subjected to any lien, charge, encumbrance, seizure, attachment, adverse

claim or other judicial process; (g) Lessee makes any assignment for the benefit of Lessee's creditors, becomes insolvent, commits or threatens to commit any act of bankruptcy, winding up or dissolution, ceases or threatens to cease to carry on business or seeks any arrangement or compromise with Lessee's creditors; (h) any bankruptcy, receivership, winding up, dissolution, liquidation, or insolvency proceeding is commenced against Lessee; or (i) Lessor believes, acting reasonably and in good faith, that the prospect of payment under this Agreement is impaired; then, all Rent and any other amounts to become due under this Agreement to the end of the Term, shall immediately become due and payable on demand. Lessee will at its own cost on Lessor's demand immediately deliver the Equipment to a location directed by Lessor. Lessor may, without notice and without resort to legal process, take immediate possession of the Equipment. Lessor may enter the premises where the Equipment is located for purposes of disabling or removal of the Equipment without incurring any liability to Lessee. Lessee will pay Lessor's costs of collection, re-possession of the Equipment and of the enforcement of Lessor's rights, including legal costs on a solicitor and client basis.

12. Miscellaneous: Lessee consents to the collection, use and disclosure of personal information by Lessor and its assignees, for the purposes set out in this Agreement, to enable Lessor to provide leasing services to Lessee and to promote the products and services of Lessor and its affiliates. Lessor is entitled to conduct a personal investigation or credit check upon Lessee, subject to applicable legislation. A signed copy of this Agreement transmitted by email, facsimile or other electronic means is deemed to be an original. Time is of the essence of this Agreement. This Agreement will be construed according to the laws of the Province of the Location of the Equipment. To the extent permitted by law Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. The parties agree that this Agreement and all related documents be written in English. Les parties aux présentes consentent à ce que le présent Contract et tous les documents connexes soient rédigés en anglais. This Agreement constitutes a leasing as defined in the Civil Code of Quebec if the Equipment Location is in Quebec. Lessee will allow Lessor access to the Equipment for inspection during the Term. The Equipment is and will remain the sole property of Lessor during the Term. This Agreement will not become binding upon Lessor until accepted by Lessor. This Agreement is binding on Lessee's heirs, executors, administrators, successors and permitted assigns. If more than one Lessee is named in this Agreement, the liability of each Lessee will be joint and several and will not be affected by any amendment or renewal of this Agreement. Notice required under this Agreement will be provided to the Lessee in writing to the address set forth in this Agreement. Clerical errors will not affect the validity of this Agreement and Lessor may correct clerical errors provided that Lessor gives notice of the correction to Lessee. This Agreement constitutes the entire agreement between Lessee as lessee and Lessor as lessor. Lessee acknowledges that the Equipment suppliers or their sales representatives or any lease brokers, are not Lessor's agents and are not authorized to waive or change the terms of the Agreement or act on behalf of Lessor. Lessee acknowledges receipt of a copy of this Agreement and waives the delivery of a copy of any financing statement registered in respect of this Agreement. Where permitted, Lessor grants to Lessee and Lessee accepts a non-transferable and non-exclusive license to use any software referred to in this Agreement with the Equipment. Lessee may not alter such software and will not copy, disclose or make such software available to any other person without Lessor's prior written consent.

 **NATIONAL LEASING** EQUIPMENT SCHEDULE

This schedule is attached to and forms part of:

Agreement No.: 2794749

Lessee/Borrower: LAPLANTE WELDING OF CORNWALL INC.

Equipment Location: 800 Second Street W, Cornwall ON K6J 1H6

Description of Equipment:

(1) 2005 Trimble RTS773 Demo Robotic total station including: 1 calibration, batteries and chargers, mini pole seco, rod, tripod and prism MT1000 S/N: 96515832 S/N: 73610572

(1) Trimble Yuma2 Tablet including: Trimble field link (TFL) Software & Trimble Field link office (TFL) software S/N: T71SY124900807



1525 Buffalo Place, Winnipeg, MB R3T 1L9
 1-888-599-1966 | Fax: 1-800-882-0560
 customerservice@cwbnationalleasing.com
 cwbnationalleasing.com

ACCELERATED BALANCE

Date: 05-Dec-2018

Lessee/Guarantor: LAPLANTE WELDING OF CORNWALL INC.

Agreement Number: 2794749 Agreement Start Date: 01-Dec-2016
 Term (in months): 36 Date of Default: 01-Nov-2018
 Total Payments: \$43,737.48 * * Plus Applicable Taxes
 No. of Payments Remaining: 13

	Amount	PST/QST	GST/HST	Total
Total Payment Amount Remaining	\$15,794.09	\$0.00	\$2,053.23	\$17,847.32
Buyout Amount	\$1.00	\$0.00	\$0.13	\$1.13
NSF Fee	\$9.55	\$0.00	\$0.00	\$9.55
Registration Release Fee	\$150.00	\$0.00	\$19.50	\$169.50

Net of Charges and Credits: **\$18,027.50**

Past Due Interest \$343.65

Total Owing: **\$18,371.15**

Past Due Interest of \$343.65 is based on the net of charges and credits of \$18,027.50 and is calculated from 01-Nov-2018 up to and including 29-Nov-2018 at a rate of 24.00% per annum (2.00% per month) and will continue to accrue until paid in full.

No. of Days in Default: 29
 Per Diem (per day): \$11.85

RUN NUMBER : 208
 RUN DATE : 2018/07/27
 ID : 20180727112531.76
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LAPLANTE WELDING OF CORNWALL INC.
 FILE CURRENCY : 26JUL 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 13

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 722921382

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20161129 1624 6005 1764	P PPSA	04

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME LAPLANTE WELDING OF CORNWALL INC.

03 ADDRESS 800 SECOND STREET WEST, CORNWALL ONTARIO CORPORATION NO. ON K6J 1H6

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

06 ADDRESS NATIONAL LEASING GROUP INC.

07 SECURED PARTY / LIEN CLAIMANT ADDRESS 1525 BUFFALO PLACE, WINNIPEG MB R3T 1L9

08 COLLATERAL CLASSIFICATION CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	CR	NO FIXED MATURITY DATE
		X							

09 YEAR MAKE MODEL V.I.N.

10 MOTOR VEHICLE

11 GENERAL ALL SURVEYING EQUIPMENT-TRIMBLE AND RELATED COMPONENTS OF EVERY

12 COLLATERAL NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2794749, BETWEEN THE

13 DESCRIPTION SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER

14 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

RUN NUMBER : 208
 RUN DATE : 2018/07/27
 ID : 20180727112531.76
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LAPLANTE WELDING OF CORNWALL INC.
 FILE CURRENCY : 26JUL 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 14

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 722921382
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 01 002 2 20161129 1624 6005 1764
 02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 04 ADDRESS
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS
 COLLATERAL CLASSIFICATION
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 10 YEAR MAKE MODEL V.I.N.
 11 MOTOR
 12 VEHICLE
 13 GENERAL WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15



Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
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www.solowaywright.com

André A. Ducasse
Partner

Direct line: 613.782.3225
Email address: aducasse@solowaywright.com

FILE NO: 50028-1072

BY EMAIL

January 14, 2019

Stanley Loiselle
Raymond Chabot Inc.
116 Albert Street, Suite 1000
Ottawa, ON K1P 5G3

Dear Mr. Loiselle:

Re: Vetting of Security Held by National Leasing Group Inc. ("NL") in respect of Laplante Welding of Cornwall Inc. (the "Debtor") – PPSA Registration #20180426 1247 6005 1335

Further to your request, we have reviewed the leasing documentation with respect to the above-noted matter.

Scope of Review

We have reviewed NL's lease documents generally to identify any of the documents or any registrations which do not appear complete and regular on their face or which appear to raise other problems.

In conducting our review, (unless otherwise noted), we have assumed that:

- (a) the persons signing NL's lease documents on behalf of NL were the authorized incumbent officers at the time and that their signatures are genuine;
- (b) any copies of documents which we received are authentic and conform to the originals;
- (c) any standard form documents used by NL are effective to create legal, valid and binding security and other obligations in its favour in accordance with their terms; and

Ottawa Office
700 – 427 Laurier Avenue West, Ottawa ON K1R 7Y2
T: 613.236.0111 | 1.866.207.5880 | F: 613.238.8507

Kingston Office
510 – 366 King Street, Kingston ON K7K 6Y3
T: 613.544.7334 | 1.800.263.4257 | F: 1.800.263.4213

- (d) there are no agreements to which the Debtor or its principals are parties which might impair their ability to grant the security or perform their obligations under the security.

NL Leasing Documents

We have been provided with the following documents with respect to NL's secured claim:

- Lease Contract no. 2867914N, dated April 18, 2018 ;
- Correspondence to Debtor re: agreement no. 2867914, dated April 19, 2018;
- Email from NL, dated January 11, 2019, confirming delivery of Collateral (as defined below) to the Debtor on or about May 1, 2018.

For convenience, the foregoing documents are hereinafter collectively referred to as the "Leasing Documents" and are enclosed herewith for your ease of reference.

We have also been provided with a Master Assignment Agreement between Questor Financial Corp. and NL dated August 1, 2007 (see attached) pursuant to which the Leasing Documents were apparently assigned from Questor Financial Corp. to NL.

We have also been provided with a statement of the accelerated balance owing to NL dated December 5, 2018 confirming that the balance owing to NL as of that date is \$22,809.13. The foregoing is also enclosed herewith for your ease of reference.

The signatory's signature on the Leasing Documents on behalf of the Debtor is not legible and he/she did not print his/her name below his/her signature, which should have been done to confirm his/her identity, although he/she did confirm that he/she was signing in his/her capacity as the Debtor's president. We note from the Debtor's corporate profile report that the Debtor's registered president is Kevin Laplante. We further note that the signatures on the Leasing Documents are consistent in appearance to Mr. Laplante's signatures on other documents, including various RBC loan and security instruments that were filed with the Court. It therefore appears that Mr. Laplante signed the Leasing Documents on behalf of the Debtor in his capacity as its president.

The Leasing Documents provide that the Debtor was financing the purchase of certain software listed in the Leasing Documents (the "Collateral").

The term of the lease is 36 months with monthly payments in the amount of \$676.12, plus HST. The Leasing Documents expressly provide that title in the Collateral remains with NL. The Leasing Documents also provide that NL is entitled to possession of the Collateral in the event of default.

The results of our search of the *Personal Property Security Act* ("PPSA") Registry confirm that NL's security interest in the Collateral was perfected by registration on April 26, 2018 and that the description of the collateral in the PPSA search results references the Collateral in the Leasing

Documents (see attached). Moreover, the Leasing Documents confirm that NL perfected its registration before the Debtor obtained possession of the Collateral. In this regard, the Leasing Documents confirm that the Debtor took possession of the Collateral after NL registered its security in respect of the Collateral. As a result, NL would hold a purchase-money security interest in respect of the Collateral pursuant to ss. 33(2)(a) of the PPSA.

Opinion

The Leasing Documents with which we have been provided appear to have been executed by Mr. Laplante on behalf of the Debtor. In this regard, all of his signatures appear to be consistent in appearance on all of the Lease Documents, but it would have been preferable that he print his name under each of his signatures to confirm his identity. In the case of the Debtor, however, Mr. Laplante appears to have had authority to bind the Debtor at all material times, and he held himself out as such and as having the authority to bind the Debtor, and that all of his signatures are consistent in appearance, it is unlikely that these omissions will affect the validity and enforceability of the Leasing Documents.

Subject to the comments made above, the Leasing Documents appear to have been properly executed by the Debtor and enforceable in accordance with their terms in the event of default.

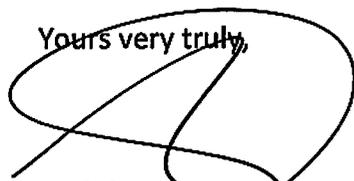
General Qualifications

The enforceability of the Lease Documents is also subject to the following qualifications which arise under laws of general application:

- (a) The effect of any applicable bankruptcy, insolvency, reorganization, preference, moratorium, liquidation or similar laws relating to or affecting creditors rights generally;
- (b) The equitable and statutory powers of the courts to stay proceedings before them;
- (c) The execution of judgments and equitable remedies, such as specific performance and injunctions, which are available only at the discretion of a court of competent jurisdiction;
- (d) The equitable and statutory powers of the courts to relieve against penalties of mortgagors and to impose such terms with respect to them as the court sees fit; and
- (e) The powers of a receiver being circumscribed by or subject to the review of the court.

I trust the foregoing is satisfactory and please do not hesitate to contact me should you wish to further discuss this matter.

Yours very truly,

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

André A. Ducasse
AAD/rrc

Encls.

ORIGINAL



QUESTOR Financial Corp
675 Cochran Drive, East Tower, 6th Floor
Markham, Ontario L3R 0B9
Tel: 905-605-0055 Fax: 1-877-668-8807
Email: customer@questorfinancial.com

LEASE CONTRACT

Lessee LAPLANTE WELDING OF CORNWALL INC		Address 800 Second St W Cornwall		Ontario K6H1H6		
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary 1 ProNest 2017 Software w/ Automatic Nesting, Collision Avoidance, Drill Machine Interface, Advanced Plasma Post and Machitech Hypertherm Drill Post		Contact Julie Stewart	Telephone No Ext 230			
		Facsimile No		Email Address jstewart@laplanteautowelding.com		
Location Of Equipment (If Different Than Above) 200 St-George W Alexandria Ontario K0C1A0 Canada						
Term (No. of Months) 36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual	<input type="checkbox"/> Annual <input type="checkbox"/> Other	Total No. Of Rent Payments 36	Periodic Rent Amount 676.12 3620.75 LAB. plus applicable taxes	Purchase Option Date The End Of The Term's 36 Calendar Month.	Option Price \$ 510.00 or <input type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means Questor Financial Corp.

- 1. Rent and Term:** You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.
- 2. Pre-Authorized Payment Plan:** You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked "void" or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnpay.ca.
- 3. Sales Tax:** You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes

- 4. Non-Cancelable:** This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.
- 5. No Warranties:** You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.
- 6. Use:** You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the equipment, at your cost in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

LAPLANTE WELDING OF CORNWALL INC

Authorized Signatory
Resident
Title

For office use only	Date Of Acceptance 18 APR 18	Lease Commencement Date 11 MAY 18	No. of Attachments	Lease No: 28679141N
Accepted By Lessor By: 				

Lease Contract #

Rev: 05/11

ORIGINAL

TERMS AND CONDITIONS CONTINUED FROM PAGE 1

7. **Loss, Damage and Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.

8. **Purchase Option:** If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. **Assignment:** You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever ever is greater. We will assign all our interest in this Lease and the Equipment to National Leasing Group Inc. only. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof, without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. **Late Charges and Administration Fees:** If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. **Default:** If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act

of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor-client basis. Our remedies shall be cumulative and not alternative.

12. **Miscellaneous:** You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux présentes conviennent a ce document soit rédigé en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

LAPLANTÉ WELDING OF CORNWALL INC

Authorized Signature

President

126

LEASE CONTACT I F

LEASE NO. 28270129

REV. 02/11

RECEIVED APR 26 2018



Questor Financial Corp.
675 Cochrane Dr., East Tower, 6th Floor
Markham, Ontario L3R 0B8
Ph: (905) 695-0955
Fax: (877) 889-8807

April 19, 2018

LAPLANTE WELDING OF CORNWALL INC
800 Second Street
Cornwall, ON
K6J1H6

Re: Agreement # 2867914 - Welcome!

Hello,

Thank you for choosing Questor Financial Corp. A copy of your contract is attached. Please save it in a secure place for future reference. We have adjusted and noted any clerical changes on the enclosed copy.

For us, success means continually innovating to meet your ever-changing needs. This is only possible through feedback you provide. Please take 5 minutes to share your experience at:

Web Address: finance.getfeedback.com/welcome

Survey Code: 4128976

I am confident this financing will help your business grow and if you have questions or need help at any time, give us a call at (905) 695-0955.

Thanks again!

A handwritten signature in black ink, appearing to read "Ezio Traunero", followed by a period.

Ezio Traunero
Vice President and General Manager
Questor Financial Corp



LEASE CONTRACT

Questor Financial Corp
 875 Cochran Drive, East Tower, 6th Floor
 Markham, Ontario L3R 0B8
 Tel: 905-695-0055 Fax: 1-877-895-8807
 Email: contracts@questorfinancial.com

Lessee LAPLANTE WELDING OF CORNWALL INC		Address 800 Second St W Cornwall Ontario K6J1H6	
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary) 1 ProNest 2017 Software c/w Automatic Nesting, Collision Avoidance, Drill Machine Interface, Advanced Plasma Post and Machitech Hypertherm Drill Post		Contact Julie Stewart	Telephone No Ext 230
		Fax/Email No	Email Address jstewart@laplantewelding.com
Location Of Equipment (If Different Than Above) 200 St George W Alexandria Ontario K9C1A0 Canada			
Term (No. of Months) 36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Annual <input type="checkbox"/> Other	Total No. Of Rent Payments 36	Periodic Rent Amount 676.12 5679.75 L.B. plus applicable taxes
		Purchase Option Date The End Of The Term's 36 Calendar Month.	Option Price \$ 510.00 ; or <input type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

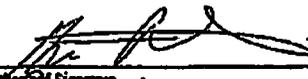
Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means Questor Financial Corp.

- Rent and Term:** You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.
- Pre-Authorized Payment Plan:** You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked "void" or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit (that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnpay.ca.
- Sales Tax:** You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes

- applicable to the Equipment and this Lease.
- Non-Cancelable:** This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.
- No Warranties:** You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.
- Use:** You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the equipment, at your cost in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

LAPLANTE WELDING OF CORNWALL INC


 Authorized Signature
 Resident
 Title

For office use only				
Accepted By Lessor By:	Date Of Acceptance	Lease Commencement Date:	No. of Attachments	Lease No: 2867914N

Lease Contract LF

Rev: 05/11

TERMS AND CONDITIONS CONTINUED FROM PAGE 1

7. **Loss, Damage and Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.

8. **Purchase Option:** If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. **Assignment:** You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever is greater. We will assign all our interest in this Lease and the Equipment to National Leasing Group Inc. only. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof, without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. **Late Charges and Administration Fees:** If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

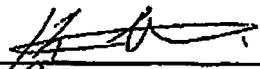
11. **Default:** If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act

of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor-client basis. Our remedies shall be cumulative and not alternative.

12. **Miscellaneous:** You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux presentes conviennent a ce document soit redige en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

LAPLANTE WELDING OF CORNWALL INC


Authorized Signature
President

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FOREIGN EXCHANGE ATTACHMENT

This attachment is attached to and forms part of:

Lease No.: 2867914N (the "Lease")

Lessee: LAPLANTE WELDING OF CORNWALL INC ("you" or "your")

Lessor: NATIONAL LEASING GROUP INC. ("we" or "us")

Equipment: ProNest 2017 Software c/w Automatic Nesting, Collision Avoidance, Drill Machine Interface, Advanced Plasma Post and Machitech Hyperterm Drill Post (the "Equipment")

You acknowledge that we are required to pay the purchase price for the Equipment and all applicable duties and taxes in the Equipment supplier's local currency and that the rent and option purchase price, which are payable in Canadian funds have been calculated using the current rate of exchange.

If the total cost for the Equipment in Canadian funds on the date of purchase of the Equipment (the "Purchase Date") is greater than the total cost of the Equipment in Canadian funds on the date of execution of the Lease (the "Execution Date"), then the rent and the option purchase price shall be increased to reflect this increase, or at your option, you can pay the difference to us.

If the total cost for the Equipment in Canadian funds on the Purchase Date is less than the total cost of the Equipment in Canadian funds on the Execution Date, then we shall reduce the rent and option purchase price to reflect this decrease.

LAPLANTE WELDING OF
CORNWALL INC

Full Legal Name of Lessee

Full Legal Name of Lessee

Full Legal Name of Lessee



Authorized Signature

Accepted By Lessor By:

Hi Anna,

Can you obtain confirmation/details for this UPS shipment?

Mathieu Loïselle | Assistant Manager
Raymond Chabot Inc.
Direct Line +1-613-317-2423, 7373 | Mobile +1-613-915-1959 | Fax +1-613-236-9817
116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

From: Anna9093@cwbnationalleasing.com <Anna9093@cwbnationalleasing.com>
Sent: Friday, January 11, 2019 2:37 PM
To: Loïselle, Mathieu <Loïselle.Mathieu@rcgt.com>
Cc: Loïselle, Stanley <Loïselle.Stanley@rcgt.com>
Subject: RE: Lease 2867914 Laplante Welding - document request

Hello Mathieu,

I'm looking into this a little further and this equipment on lease # 2867914 is only software. I just got off the phone with the vendor who advised they they shipped the software via UPS ground on May 1 2018.



Anna Neustaedter
Bankruptcy Designate
Phone: 204-954-9093
Toll Free Phone: 1-877-211-4061
Fax: 866-408-4852
www.cwbnationalleasing.com

From: "Loïselle, Mathieu" <Loïselle.Mathieu@rcgt.com>
To: "Anna9093@cwbnationalleasing.com" <Anna9093@cwbnationalleasing.com>
Cc: "Loïselle, Stanley" <Loïselle.Stanley@rcgt.com>
Date: 01/11/2019 01:15 PM
Subject: RE: Lease 2867914 Laplante Welding - document request

Hi Anna,

Our counsel needs to confirm whether National Leasing holds a PMSI (Purchase money security interest) pursuant to ss. 33(2)(a) of the PPSA. This section provides that for a secured creditor to hold a PMSI it must perfect its security interest by registration pursuant to the PPSA "before or within ten days after the debtor obtained possession of the collateral as a debtor". It is the responsibility of the lender to provide the delivery certificate or similar document(s).

Regards,

Mathieu Loïselle | Assistant Manager
Raymond Chabot Inc.
Direct Line +1-613-317-2423, 7373 | Mobile +1-613-915-1959 | Fax +1-613-236-9817
116 Albert Street, Suite 1000 Ottawa, ON K1P 5G3

From: Anna9093@cwbnationalleasing.com <Anna9093@cwbnationalleasing.com>



MASTER ASSIGNMENT AGREEMENT

TO: National Leasing Group Inc. ("National Leasing")

FROM: Questor Financial Corp. (the "Assignor")

DATE: August 1, 2007

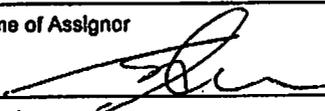
1. For valuable consideration, the Assignor, sells and assigns to National Leasing all rights and interests of the Assignor under: (a) all lease agreements and/or security agreements between the Assignor, as lessor and any and all subsequent lessees (the "Lessees"), that are accepted by National Leasing for assignment under this Assignment (the "Leases"), (b) the equipment leased or sold under the Lease (the "Equipment"), (c) all lease payments, option fees and all other monies owing or to become due and owing under the Leases together with all benefits and advantages to be derived therefrom, (d) all rights and proceeds under any insurance policies maintained by any Lessees in respect of the Equipment, (e) all of the Assignor's rights under any guarantees of the obligations and liabilities of any Lessees under the Leases, and (f) the right either in National Leasing's own or in the Assignor's name to take any action or institute any proceedings which National Leasing deems necessary, legal, equitable or otherwise in connection with the Lease subject to this Assignment.
2. A Lease shall be deemed to have been assigned under this Assignment if and when National Leasing accepts the Lease for funding.
3. The Assignor represents and warrants in respect of each Lease that: (a) the Assignor owns or is entitled to own the Equipment and upon payment of the purchase price of the Equipment to or on behalf of the Assignor, National Leasing will be the owner of the Equipment free of all liens, taxes and encumbrances except the Lease, (b) to the best knowledge of the Assignor after making reasonable inquiries, the Equipment is completely and accurately described in the Lease, has been delivered and accepted without condition by the Lessee and the Lessee did not obtain possession of the Equipment more than five days prior to the date of receipt of the executed Lease by National Leasing, (c) the Equipment has been installed and is currently situated at the premises referred to in the Lease and has been maintained by the Lessee in accordance with the terms of the Lease, (d) the Lease has been executed and delivered by the Lessee and is in good standing, complete and unamended, (e) there exists no unsatisfied conditions or events of default under the Lease and no event has occurred which would, with the giving of notice or a lapse of time or both, constitute an event of default under the Lease, (f) the Assignor has performed all of its obligations under the Lease and will continue to perform all such obligations, (g) the Lessee does not have any defense, set-off or counter claim against the Assignor, (h) the Lease is the only one executed with respect to the Equipment, (i) to the best knowledge of the Assignor after making reasonable inquiries, all signatures, names, addresses, amounts, Equipment and serial numbers and other statements contained in the information fields of the Lease are genuine, true and correct, (j) no deposit or prepayment has been made by the Lessee under the Lease or accepted by the Assignor, except as disclosed in writing to National Leasing, (k) this Assignment has been duly authorized and executed by the Assignor, (l) the Assignor has good and marketable title to the rights assigned by this Assignment free and clear of any claims or encumbrances and such rights are assignable without the notice or consent of any third party and have not been previously assigned or encumbered by the Assignor, and (m) the Assignor has complied with all applicable privacy legislation and has obtained the consent of the lessee to the collection, use and disclosure of any personal information by the Assignor and National Leasing, for credit adjudication, for the purposes set out in the Lease and to enable the Assignor and National Leasing to provide leasing services.
4. National Leasing is entitled to enforce all of the Assignor's rights under the Leases, but shall have no liability to perform any obligations under the Leases. The obligations of the Assignor under the Leases may be performed by National Leasing or any subsequent assignee without releasing

the Assignor. All rights acquired by National Leasing under this Assignment may be assigned to a subsequent assignee without notice to and without affecting the liability of the Assignor.

- 5. If any Lessee is unable to satisfy its financial obligations under the Lease, National Leasing shall have no recourse against the Assignor.
- 6. The Assignor irrevocably authorizes National Leasing and its assignees to execute, on behalf of the Assignor, all documents relating to the Leases, to demand and receive any and all rents and other payments due and to become due under the Leases, and to endorse any cheques, notes or other instruments received as payment under any Leases. National Leasing may release any and all rights which the Assignor or the Lessee may have under the Leases and may grant extensions of time of payment to the Lessees or any other person or agree to the substitution of a different Lessee for any existing Lessee.
- 7. The Assignor shall have no authority without National Leasing's prior written consent to accept payments or other collections, repossess or consent to the return of the Equipment, or to amend, cancel, extend, assign or encumber any Leases.
- 8. National Leasing may audit the books and records of the Assignor that relate to the Leases.
- 9. National Leasing's knowledge of any breach or non-compliance of any term of this Assignment by the Assignor shall not constitute any waiver by National Leasing.
- 10. The Assignor indemnifies and saves National Leasing harmless from any claims, expenses, damages, and liabilities, including legal fees on a solicitor and own client basis, which National Leasing may suffer, incur or sustain arising from or pertaining to this Assignment or the breach or default of the Assignor terms in this Assignment.
- 11. The Assignor subordinates any rights the Assignor may now or hereafter have or acquire under the Leases or in the Equipment to the rights of National Leasing under the Leases.

Questor Financial Corp.

Name of Assignor



 Signature

EZIO TRAUNERO

 *Name of Signing Officer/Partner

PRESIDENT

 **Title of Signing Officer

* Complete only if the Assignor is a Corporation or a Partnership

** Complete only if the Assignor is a Corporation



1525 Buffalo Place, Winnipeg, MB R3T 1L9
 1-888-599-1966 | Fax: 1-800-882-0560
 customerservice@cwbnationalleasing.com
 cwbnationalleasing.com

ACCELERATED BALANCE

Date: 05-Dec-2018

Lessee/Guarantor: LAPLANTE WELDING OF CORNWALL INC

Agreement Number: 2867914 Agreement Start Date: 01-May-2018
 Term (in months): 36 Date of Default: 01-Nov-2018
 Total Payments: \$24,340.32 * * Plus Applicable Taxes
 No. of Payments Remaining: 30

	Amount	PST/QST	GST/HST	Total
Total Payment Amount Remaining	\$20,283.60	\$0.00	\$2,636.87	\$22,920.47
Buyout Amount	\$10.00	\$0.00	\$1.30	\$11.30
NSF Fee	\$45.00	\$0.00	\$0.00	\$45.00
Registration Release Fee	\$150.00	\$0.00	\$19.50	\$169.50
Security Deposit	(\$764.02)			(\$764.02)

Net of Charges and Credits: **\$22,382.25**

Past Due Interest \$426.88

Total Owing: **\$22,809.13**

Past Due Interest of \$426.88 is based on the net of charges and credits of \$22,382.25 and is calculated from 01-Nov-2018 up to and including 29-Nov-2018 at a rate of 24.00% per annum (2.00% per month) and will continue to accrue until paid in full.

No. of Days in Default: 29
 Per Diem (per day): \$14.72

RUN NUMBER : 208
 RUN DATE : 2018/07/27
 ID : 20180727112531.76
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LAPLANTE WELDING OF CORNWALL INC.
 FILE CURRENCY : 26JUL 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 2

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER

00 738669861

01	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
		001	2		20180426 1247 6005 1335	P PPSA	04
02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
03	NAME	BUSINESS NAME	LAPLANTE WELDING OF CORNWALL INC.				
04		ADDRESS	800 SECOND STREET			CORNWALL	ONTARIO CORPORATION NO. CN K6J 1H6
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
06	NAME	BUSINESS NAME	ONTARIO CORPORATION NO.				
07		ADDRESS	ONTARIO CORPORATION NO.				
08	SECURED PARTY / LIEN CLAIMANT	ADDRESS	NATIONAL LEASING GROUP INC.				
09	COLLATERAL CLASSIFICATION	ADDRESS	1525 BUFFALO PLACE (2867914)		WINNIPEG		MB R1T 1L9
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL			V.I.N.	
12	GENERAL	ALL COMPUTER SOFTWARE OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT					
13	COLLATERAL	NUMBER 2867914, BETWEEN QUESTOR FINANCIAL CORP., AS ORIGINAL SECURED					
14	DESCRIPTION	PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED BY THE ORIGINAL					
15	REGISTERING						
16	AGENT						
17	ADDRESS	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***					

RUN NUMBER : 208
 RUN DATE : 2018/07/27
 ID : 20180727112531.76
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LAPLANTE WELDING OF CORNWALL INC.
 FILE CURRENCY : 26JUL 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 738669861

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20180426 1247 6005 1335		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

03 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

04 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

05 ADDRESS

06 SECURED PARTY / LIEN CLAIMANT ADDRESS

07 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

08 YEAR MAKE MODEL V.I.N.

09 MOTOR VEHICLE

10 GENERAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME,
 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

11 DESCRIPTION

12 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4



Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

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André A. Ducasse
Partner

Direct line: 613.782.3225
Email address: aducasse@solowaywright.com

FILE NO: 50028-1072

BY EMAIL

January 14, 2019

Stanley Loiselle
Raymond Chabot Inc.
116 Albert Street, Suite 1000
Ottawa, ON K1P 5G3

Dear Mr. Loiselle:

Re: Vetting of Security Held by Wells Fargo Equipment Finance Company ("Wells Fargo") in respect of Laplante Welding of Cornwall Inc. (the "Debtor") – PPSA Registration #20171012 1628 8077 1841

Further to your request, we have reviewed the leasing documentation with respect to the above-noted matter.

Scope of Review

We have reviewed Wells Fargo's lease documents generally to identify any of the documents or any registrations which do not appear complete and regular on their face or which appear to raise other problems.

In conducting our review, (unless otherwise noted), we have assumed that:

- (a) the persons signing Wells Fargo's lease documents on behalf of Wells Fargo were the authorized incumbent officers at the time and that their signatures are genuine;
- (b) any copies of documents which we received are authentic and conform to the originals;
- (c) any standard form documents used by Wells Fargo are effective to create legal, valid and binding security and other obligations in its favour in accordance with their terms; and

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- (d) there are no agreements to which the Debtor or its principals are parties which might impair their ability to grant the security or perform their obligations under the security.

Wells Fargo Leasing Documents

We have been provided with the following documents with respect to Wells Fargo's secured claim:

- Leasing Agreement, dated October 12, 2017;
- Interim Funding Agreement, dated October 12, 2017;
- Debtor's acknowledgment/waiver of claim in leased collateral, dated October 19, 2017;
- Request for Advance, dated November 24, 2017;
- Letter of Economic Terms, dated March 28, 2018; and
- Certificate of Completion and Acceptance, dated March 29, 2018.

For convenience, the foregoing documents are hereinafter collectively referred to as the "Leasing Documents" and are enclosed herewith for your ease of reference.

We have also been provided with a statement of account dated December 5, 2018 confirming that the balance owing to Wells Fargo as of that date is \$272,041.04, along with a statement of arrears dated January 10, 2019. The foregoing are also enclosed herewith for your ease of reference.

It appears that each of the Leasing Documents was executed by Julie Stewart in her capacity as the Debtor's controller. In most instances, she printed her name and confirmed that she was signing on behalf of the Debtor in her capacity as its controller. In a few instances, however, she failed to print her name, which should have been done to confirm her identity. However, her signature is legible and is consistent in appearance on each of the Lease Documents.

Additionally, although Wells Fargo signed the Leasing Agreement, it did not sign the Interim Funding Agreement or the Letter of Economic Terms. This should therefore be remedied and in each instance, including the Leasing Agreement, the signatory should print his/her name and confirm in what capacity he/she is signing on behalf of Wells Fargo.

The Lease Documents provide that Wells Fargo was financing the purchase by the Debtor of one "2013 PC-100 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32 FT Table) c/w attachments and accessories S/N 50880" (the "Collateral").

The term of the lease is 60 months with monthly payments in the amount of \$4,694.45, inclusive of HST. The Leasing Documents expressly provide that title in the Collateral remains with Wells Fargo until the entire amount owing pursuant to the lease is paid, and that the Debtor grants Wells Fargo a

first-ranking security interest in the Collateral. The Leasing Documents also provide that Wells Fargo is entitled to possession of the Collateral in the event of default.

The results of our search of the *Personal Property Security Act* ("PPSA") Registry confirm that Wells Fargo's security interest in the Collateral was perfected by registration on October 12, 2017 and that the description of the collateral in the PPSA search results is the same as in the Leasing Documents (see attached). Moreover, the Leasing Documents confirm that Wells Fargo perfected its registration before the Debtor obtained possession of the Collateral. In this regard, the Certificate of Completion and Acceptance dated March 29, 2018 confirms that the Debtor took possession of the Collateral on December 8, 2017. As a result, Wells Fargo would hold a purchase-money security interest in respect of the Collateral pursuant to ss. 33(2)(a) of the PPSA.

Opinion

As noted above, Wells Fargo should properly execute each of the Leasing Agreement, the Interim Funding Agreement and Letter of Economic Terms. Thus, the signatory should sign his/her name, print his/her name below the signature and confirm in what capacity he/she is signing. Notwithstanding the foregoing, it is clear from the Leasing Documents that the contracting parties were agreed on the terms of the agreement and that they conducted themselves in accordance with the said terms. In this regard, the Debtor acknowledged the terms of the Agreement at the request of Wells Fargo on more than one occasion.

The Leasing Documents with which we have been provided appear to have been executed by Julie Stewart on behalf of the Debtor. In this regard, all of her signatures appear to be relatively consistent in appearance on all of the Leasing Documents, but it would have been preferable that she print her name under each of her signatures. In the case of the Debtor, however, Ms. Stewart appears to have had authority to bind the Debtor at all material times, and held herself out as such and as having the authority to bind the Debtor, and that all of her signatures are consistent in appearance, it is unlikely that these minor omissions will affect the validity and enforceability of the Leasing Documents.

Subject to the comments made above, the Leasing Documents appear to have been properly executed by the Debtor and enforceable in accordance with their terms in the event of default.

General Qualifications

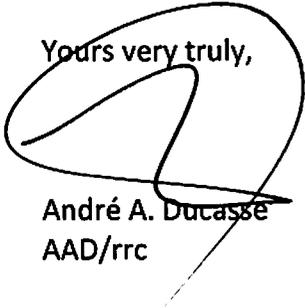
The enforceability of the Lease Documents is also subject to the following qualifications which arise under laws of general application:

- (a) The effect of any applicable bankruptcy, insolvency, reorganization, preference, moratorium, liquidation or similar laws relating to or affecting creditors rights generally;
- (b) The equitable and statutory powers of the courts to stay proceedings before them;

- (c) The execution of judgments and equitable remedies, such as specific performance and injunctions, which are available only at the discretion of a court of competent jurisdiction;
- (d) The equitable and statutory powers of the courts to relieve against penalties of mortgagors and to impose such terms with respect to them as the court sees fit; and
- (e) The powers of a receiver being circumscribed by or subject to the review of the court.

I trust the foregoing is satisfactory and please do not hesitate to contact me should you wish to further discuss this matter.

Yours very truly,

A handwritten signature in black ink, appearing to be "André A. Ducasse", written over the typed name. The signature is stylized with a large loop at the beginning.

André A. Ducasse
AAD/rrc

Encls.



LEASING AGREEMENT
 No: 9941094001

1290 Central Parkway W., Suite 1100, 11th Floor
 Mississauga, Ontario, L5C 4R3, Tel: (800) 242-2523

LESSEE: Laplante Welding of Cornwall Inc.	SUPPLIER: CIA Canadian Industrial Auctioneers Inc.
ADDRESS: 800 Second Street, W CORNWALL, Ontario K6J 1H6	ADDRESS: 3205 1ere rue Arrondissement St-Hubert Longueuil, Quebec J3V 8Y6
CONTACT: Julie Stewart Tel: (613) 938-7886	CONTACT: Nicolas St-Germin Tel: (514) 577-1283

EQUIPMENT LOCATION (if at address other than above)	COST OF EQUIPMENT \$ TBD CAD
--	--

EQUIPMENT UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
One (1)	PC-1000	2013	Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table) c/w attachments and accessories.	50880

RENTAL PAYMENT: STBD CAD	ANNUAL RENTAL ADJUSTMENT:	RENTAL PAYMENT DATE:
G.S.T.: TBD CAD		In Advance
Lessor's tax no.: 870601564		RENTAL FREQUENCY:
Prov. Taxes:		Monthly
Lessor's tax no.:		
Lessee's tax no.:		

TOTAL PERIODIC PAYMENT \$ TBD CAD	ADVANCE RENTAL	SECURITY DEPOSIT	TERM 60 months
--	-----------------------	-------------------------	-----------------------

PURCHASE OPTION DATE: On the last day of the 60th month of the term. **PURCHASE OPTION AMOUNT:** \$ 1,00 CAD

**ADDITIONAL PROVISIONS
 FINANCED FEES ON LEASES**

An amount of CAD \$ 695.00 representing transaction fees is included in the Cost of Equipment.

Lessee and Lessor hereby agree to the terms and conditions set forth above, on pages 1, 2, 3, 4 and 5 of document 15132E attached hereto, on all applicable schedules and other attachments hereto. LESSEE EXPRESSLY ACKNOWLEDGES THAT ALL EXTERNAL CLAUSES, IF ANY, REFERRED TO IN THIS LEASE WERE EXPRESSLY BROUGHT TO LESSEE'S ATTENTION AND KNOWN AT THE TIME OF SIGNING OF THIS LEASE, LESSEE ACKNOWLEDGES THAT, BEFORE SIGNING, LESSEE WAS GIVEN SUFFICIENT TIME TO READ, TO ASK FOR EXPLANATIONS AND CLARIFICATIONS AS TO THE TERMS AND CONDITIONS OF THIS LEASE, AND TO CONSULT ITS ADVISORS AND AS A RESULT LESSEE DECLARES THAT IT UNDERSTANDS AND IS SATISFIED WITH ALL OF THE PROVISIONS OF TI

IN WITNESS WHEREOF the parties hereto have executed this Leasing Agreement at CORNWALL in the province of Ontario, this 12th day of 2017.

Laplante Welding of Cornwall Inc.

Wells Fargo Equipment Finance Company

By: *Julie Stewart* (LESSEE)
 Controller

By: *Francois Poirier* (LESSOR)
 Controller

SIGNATURE OF AUTHORIZED OFFICERS TITLE

SIGNATURE OF AUTHORIZED OFFICERS TITLE

1. Interpretation**1.1** For the purpose of this Leasing Agreement:

- (a) "Acceptance Certificate" means the certificate described in Section 3.
- (b) "Advance Rental" means a voluntary prepayment of Rental Payments.
- (c) "Affiliate" means in respect of a person, a person or persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person, and for the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities or otherwise, and "person" means an individual, corporation, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative.
- (d) "BA 90 Day Rate" or "BA Rate" means, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as published in the Bank of Canada Weekly Financial Statistics' every Friday for the next to last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month; provided however, that if such rate does not appear in the Bank of Canada Weekly Financial Statistics as contemplated, then the "BA Rate" shall be, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as displayed on the 'Reuters Screen CDOR Page' as at approximately 10:00 a.m. (Toronto Time) on the next to the last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month. Notwithstanding anything to the contrary, the BA Rate will never be less than 0.25%.
- (e) "Business Day" means a day when Lessor's office at the address stated on the face hereof is open for business.
- (f) "Claims" has the meaning assigned in Section 22.
- (g) "Conversion Rate" means the rate, expressed in CAD for the purchase of one US dollar, determined by adding 0.0100 CAD/USD to the highest rate which appears on the Bloomberg CAD GIT Page between 7 AM and 5 PM (EST).
- (h) "Costs of Disposition" with respect to Equipment means all costs, disbursements, fees, commissions and other expenses (including legal fees and expenses) which Lessor may incur, pay or be or become liable for in connection with recovering possession of, dismantling, removing, transporting, repairing, processing, reconditioning, storing, preparing for disposition, selling, leasing or otherwise disposing of Equipment.
- (i) "Current Yield" means, solely for the purpose of the calculation of the Settlement Rate, the current yield on the CAD swap or US swap as the case may be that has the term closest to the remaining portion of the term of this Lease (plus, if applicable, any purchase option period), as published by Thomson Reuters (or its successors or assigns) on the Friday preceding the day the payment is made, should the required maturity of the current CAD Swap or US Swap not be available, Lessor will round up to the closest maturity available. In the event the Thomson Reuters (or its successors or assigns) screen is unavailable, reference will be made to the preceding Friday's closing swap yield provided by Bloomberg.
- (j) "Default" occurs when any of those events or circumstances specified in Section 18.1 occurs.
- (k) "Delivery" with respect to Equipment extends to and includes any assembly, erection, installation or testing of Equipment for which Supplier is liable to perform or conduct under the agreement to supply Equipment.
- (l) "Equipment" means the items of property stated on the face hereof which Lessor shall purchase and lease to Lessee for Lessee's use in its business and, when required by the context, individual items thereof.
- (m) "Equities" means existing or future rights of counterclaim, defense, set-off, compensation, abatement or off-set, legal or equitable.
- (n) "Lease" means this leasing agreement and any and all applicable schedules hereto, unless the context otherwise requires, and "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Lease.
- (o) "Lessor's Return" has the meaning assigned in Section 19(e).
- (p) "Lien" means any lien, privilege, mortgage, pledge, hypothec, prior claim, legal hypothec, charge, security interest, attachment, assignment, seizure, sequestration, distress, levy or other encumbrance of any nature or kind whatsoever.
- (q) "Loss of Equipment" means:
- (i) a total loss or a constructive total loss (being any loss of or damage to the Equipment, the cost of repair of which would exceed the fair market value of the Equipment immediately following such repair) of Equipment, or damage thereto which, in the reasonable opinion of Lessor, renders it impossible or impractical to use the Equipment for its intended purpose; or
- (ii) expropriation or confiscation of Equipment by any authority absolutely or for more than 180 days.
- (r) "Obligation" means any obligation to pay any Rental Payment, Lessor's Return or other amount which may be owing by Lessee under this Lease or to perform any other obligation of Lessee hereunder.
- (s) "Overdue Payment" means any Rental Payment, any other amount owing by Lessee hereunder or any sum disbursed by Lessor pursuant to Section 21 which is not paid when due hereunder, or any portion thereof.
- (t) "person" means any natural person, corporation, firm, partnership, trust, sole proprietorship or governmental agency, authority or other entity, however constituted or designated.
- (u) "Pledge" means mortgage, charge, pledge, hypothecate, assign or grant a security interest and the security resulting therefrom.
- (v) "Prime Rate" means the *per annum* rate of interest which National Bank of Canada announces from time to time in Canada as its prime rate which is a reference rate used by it to determine rates of interest charged by it for loans made in Canada in Canadian dollars to Canadian borrowers.
- (w) "Rental Payment" means the periodic leasing payments stated on the face hereof.
- (x) "Settlement Rate" has the following meaning: (i) if the Rental Payments are based on a fixed index, the lesser of 3% per annum or the Current Yield at the time the payment is made, or (ii) if the Rental Payments are based on a floating index, the lesser of 3% per annum or the BA 90 Day Rate at the time the payment is made.
- (y) "Supplier" means any manufacturer, supplier, vendor or dealer in Equipment or any other person from whom Lessor acquires Equipment for purposes of this Lease.
- (z) "Taxes" means any and all taxes, imposts, levies, fees, duties and charges imposed by any federal, provincial, territorial, municipal or other taxing authority on Lessor, Lessee or Equipment, its purchase, sale, ownership, delivery, possession, operation, use or lease including, without limitation, sales, health services, excise, use, property, business transfer, goods and services and value added taxes (including any penalties or interest based on late or non-payment), but excluding taxes imposed on or measured by Lessor's overall net income.
- (aa) "Warranties" means any and all warranties, guarantees, representations, service contracts, contracts to stock spare parts and similar agreements, oral or written, express, implied or statutory, relating to Equipment.
- 1.2 Unless the context otherwise requires, the singular includes the plural and vice-versa and words importing gender include each gender.
- 1.3 All references herein to statutes include the statute as it may be amended, restated or replaced with legislation of reasonably comparable effect.
2. **Lease of Equipment**
Lessee hereby leases from Lessor and Lessor hereby leases to Lessee the Equipment for the term and Rental Payments and upon the terms and conditions hereof. Lessee acknowledges that Equipment has been acquired by Lessor at the demand of and in accordance with Lessee's Instructions. The Lease takes effect as of the date hereof.
3. **Acceptance**
Upon the Delivery by Supplier, Lessee shall inspect, test and accept Equipment and execute Lessor's usual form of Acceptance Certificate acknowledging that the Equipment is as ordered, is in good operating condition and repair and meets all conditions of purchase and of this Lease. Acceptance shall not be unreasonably withheld or delayed.
4. **Term**
The term of this Lease commences on the later of the date of execution of this Lease or the date of Delivery of Equipment and expires on the last day of the term stated on the face hereof, provided that the term shall be automatically extended or shortened to expire on the last day of the period covered by the last Rental Payment disregarding Advance Rental, and provided further that the term shall be automatically shortened to expire on any purchase under Section 20 or any termination under Section 12.4 or 19.
5. **Rental Payments, Advance Rental and Security Deposit**
- 5.1 Lessee agrees to pay to Lessor at the address of Lessor stated on the face hereof or such other place notified by Lessor to Lessee the Rental Payments stated on the face hereof and all applicable Taxes. Unless otherwise stated the first Rental Payment is due when Lessee signs this Lease and subsequent Rental Payments are due on the date stated on the face hereof in each month, or other period (or the last day of the month, if there is no corresponding date), in advance or arrears, as indicated on the face hereof, throughout the term.
- 5.2 Any Advance Rental shall be applied to the last Rental Payments and if this Lease is terminated prior to expiry of its term Lessor shall, at Lessor's option, either: (a) return the Advance Rental; (b) apply it to the option price, if applicable; or (c) apply it to any other amounts then owing by Lessee. Taxes shall be adjusted on the application of Advance Rental. No Advance Rental will bear interest at any time.

- 5.3 Lessor may require that Lessee deposit with it the refundable security deposit stated on the face hereof to secure the due payment and performance of Lessee's Obligations. Such security deposit may, but need not, be applied by Lessor towards satisfaction, in whole or part, of Lessee's Obligations in default from time to time, whereupon, Lessee shall restore the security deposit to its original amount. At the completion of the term hereof, any balance of the security deposit shall be returned to Lessee. The security deposit will not bear interest at any time.
- 5.4 Amounts stated on the face hereof have been calculated based upon a total final cost of Equipment to Lessor stated on the face hereof. If the actual cost exceeds such stated cost, such amounts shall be proportionately increased to reflect such actual cost.
- 5.5 In order to preserve the Lessor's net economic return, Lessor in its sole discretion may adjust the pricing at any time prior to the disbursement or payment to the Supplier to reflect: (1) changes in the pricing assumptions of this Lease; (2) a change in the Lessor's funding index rate; (3) tax law changes applicable to the Lessor or the Lessee; and (4) general market conditions.
6. **Annual Rental Adjustment**
If this Lease provides for Rental Payments based on BA Rate, Rental Payments shall be adjusted to reflect changes in BA Rate with the frequency stated on the face hereof during the term of this Lease and on the termination or expiry hereof. As soon as practicable after the end of each calendar year and the termination or expiry of this Lease, Lessor shall prepare and submit to Lessee a statement showing each such adjustment and the resulting net debit or credit balance which shall be paid by Lessor or Lessee, as applicable, within 10 days of the date of such statement. Each such statement shall be binding on Lessee, absent manifest error.
7. **Title, Ownership, Security Interest and Hypothec**
- 7.1 Title to, ownership of, and all property in Equipment shall at all times be and remain exclusively in Lessor. Lessee's only rights therein are to quiet enjoyment and use on the terms and conditions of this Lease while not in Default, and to purchase Equipment under any option granted herein.
- 7.2 Lessee hereby Pledges (or where this Lease is governed by the laws of the Province of Quebec, Lessee hereby hypothecates in favour of Lessor in an amount equal to 120% of the Cost of Equipment shown on the face hereof) in favour of Lessor all insurance claims and all proceeds (including proceeds of proceeds) therefrom or from any lease of Equipment and any Advance Rental to secure its Obligations.
8. **Personal Property and Waivers**
- 8.1 Equipment shall at all times be and remain moveable personal property. Notwithstanding any purpose for which Equipment may be used or that it may become affixed, attached or joined to land or immovable property or any structure thereon, it shall remain subject to all rights of Lessor hereunder as if it were not so affixed or attached. Lessee shall not incorporate in, physically attach or join Equipment to any land or immovable property in such manner or to such extent as to cause it to lose its individuality.
- 8.2 Lessee agrees to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancer of the premises where Equipment is situated.
9. **EXCLUSION AND ASSIGNMENT OF WARRANTIES**
- 9.1 LESSEE REPRESENTS, WARRANTS AND COVENANTS THAT EQUIPMENT HAS BEEN SELECTED BY LESSEE WITHOUT RELIANCE ON THE JUDGMENT OR SKILL OF LESSOR AND ENTIRELY WITHOUT LESSOR'S ASSISTANCE, THAT IT IS AND WILL BE OF A MAKE, SIZE, DESIGN CAPACITY, QUALITY AND DURABILITY SUITABLE FOR LESSEE'S PURPOSES AND THAT IT WILL BE USED FOR COMMERCIAL, INDUSTRIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR FARMING PURPOSES.
- 9.2 LESSOR HEREBY ASSIGNS TO LESSEE, TO THE EXTENT ASSIGNABLE AND WITHOUT RECOURSE TO LESSOR, ALL WARRANTIES OF SUPPLIER AND RIGHTS TO ALL SOFTWARE AND OTHER INTELLECTUAL AND INDUSTRIAL PROPERTY LICENCES ACCOMPANYING EQUIPMENT. IF EQUIPMENT IS RETURNED TO OR REPOSSESSED BY LESSOR, ALL SUCH WARRANTIES AND RIGHTS SHALL BE AUTOMATICALLY REASSIGNED TO LESSOR WITHOUT FURTHER ACT OR DEED.
- 9.3 (A) LESSOR SHALL NOT BE BOUND BY OR BE DEEMED TO HAVE MADE OR BE LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE BY SUPPLIER; (B) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF EQUIPMENT, INCLUDING ANY LATENT DEFECT OR ALLEGED FUNDAMENTAL BREACH OF THIS LEASE; (C) NEITHER LESSOR NOR ANY OF ITS EMPLOYEES, SERVANTS OR AGENTS HAS MADE AND DOES NOT NOW MAKE, ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT OR ANY INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS THEREIN, INCLUDING, WITHOUT LIMITATION, THE DESIGN, SPECIFICATIONS, CONDITION, QUALITY, DURABILITY, MERCHANTABILITY OR FITNESS FOR LESSEE'S PURPOSES; AND (D) LESSOR SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ACTUAL OR ANTICIPATED, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT OR CIVIL LIABILITY OR LESSOR'S NEGLIGENCE. NOTHING HEREIN SHALL DEPRIVE LESSEE OF ITS RIGHTS AGAINST SUPPLIER OR ANY PERSON OTHER THAN LESSOR.
- 9.4 EACH ASSIGNMENT OF RIGHTS OR WARRANTIES TO LESSOR OR LESSEE UNDER THIS LEASE IS HEREBY ACCEPTED BY SUCH PARTY.
10. **Maintenance, Use, Operation, Alterations, Upgrade, etc.**
- 10.1 Lessee shall at its own expense:
- (a) maintain Equipment in good operating condition, repair and appearance, ordinary wear and tear only excepted;
 - (b) comply with all recommendations or requirements of Supplier regarding Equipment so as to preserve all Warranties; and
 - (c) at Lessor's request, enter into a maintenance agreement for Equipment for the full term of this Lease with Supplier or a competent service and maintenance person approved by Lessor.
- 10.2 Lessee shall not, without Lessor's prior consent, make any alterations, additions, accessions or attachments to Equipment. Such consent will only be granted if such changes:
- (a) do not materially decrease the value of Equipment or limit, interfere with, or frustrate its intended use;
 - (b) do not prejudice or adversely affect any Warranties; and
 - (c) are free from, and do not subject Equipment to, any Lien.
- 10.3 All replacement parts and components, alterations, additions, accessions and attachments to Equipment shall be deemed hereby transferred and assigned to Lessor and become the sole property of Lessor and shall be subject to this Lease.
- 10.4 Lessee shall affix and keep affixed to Equipment any identification labels supplied by Lessor.
- 10.5 No Equipment shall be used for the transportation of passengers or the transportation, storage or processing of materials designated under applicable law as hazardous materials, hazardous goods, dangerous goods, hazardous substances, dangerous waste or hazardous waste, or which are radioactive or flammable.
11. **Inspection**
Any representative of Lessor shall have the right to inspect Equipment and all of Lessee's books, maintenance and other records and other data maintained by Lessee with respect thereto at all reasonable times upon notice to Lessee.
12. **Insurance**
- 12.1 Lessee shall at its own expense place and maintain with insurers acceptable to Lessor:
- (a) comprehensive first party all risks insurance on Equipment for the greater of its full replacement value or the Lessor's Return. Such insurance shall include: (i) Lessor as a named insured; (ii) a loss payable clause in favour of Lessor; and (iii) a waiver of subrogation clause in favour of Lessor; and
 - (b) comprehensive general public liability and property damage insurance with limits of liability at least equal to \$1,000,000 or such greater amounts as Lessor may require. Such insurance shall: (i) extend to all liabilities of Lessee under this Lease arising out of its use or possession of equipment; (ii) include Lessor as a named insured; and (iii) include a cross liability provision which insures each person insured thereunder in the same manner as to the same extent as if a separate policy had been issued to each. Any vehicle insurance shall also include a "Permission to Rent or Lease Endorsement" in favour of Lessee.
- 12.2 All insurance policies shall commence at the moment risk of loss of Equipment passes from Supplier to Lessor and cover Lessor and Lessee as their respective interests appear and shall contain endorsements providing that: (a) 30 days' written notice shall be given to Lessor before the policy lapses or is materially altered or cancelled; (b) the insurance shall be primary and not contributory; (c) Lessor's coverage and interest as a named insured shall not be invalidated or otherwise adversely affected by any act, neglect, omission or misrepresentation, deliberate, negligent or otherwise, of Lessee or its agents, servants or employees; (d) Lessor shall not be responsible for payment of any premiums; and (e) Lessor may elect to have all proceeds of loss payable only to itself.
- 12.3 Lessee shall supply Lessor with certified copies of all insurance policies, endorsements or other evidence of the required coverage satisfactory to Lessor within 30 days of the moment risk of loss of Equipment passes from Supplier to Lessor and on request.
- 12.4 In the event of damage amounting to Loss of Equipment, this Lease respecting such Equipment shall be deemed to have terminated and Lessor shall be entitled to receive immediate payment of Lessor's Return and may retain from the insurance proceeds an amount equal thereto, Lessee remaining liable for any deficiency.
13. **Taxes, etc.**
Lessee shall have the sole responsibility for and shall duly and punctually pay all Taxes and licence and similar fees payable at any time upon, or in respect of, Equipment, this Lease, any Rental Payments and any other payments or transactions contemplated hereunder.
14. **Liens**
Lessee shall keep Equipment free of Liens.
15. **Laws and Regulations**
Lessee is and shall continue to be in compliance with all laws, regulations, permits, licenses and consents relating to use, operation or possession of Equipment or the ownership thereof by Lessor, and those relating to the prevention of money laundering and terrorism.
16. **Capital Cost Allowance and Investment Tax Credit**
Lessee agrees that Lessor shall be entitled to claim any applicable capital cost allowance or investment tax credit or similar benefit under applicable federal and/or provincial income tax legislation pertaining to Equipment and Lessee shall not make any such claim in respect thereof without the consent of Lessor.

17. Sales of Equipment to Lessee

- 17.1 When Equipment is sold to Lessee hereunder this Lease respecting such Equipment shall terminate and Lessee shall be relieved of its relevant Obligations when the sale closes. No Rental Payments or other amounts paid under this Lease shall be refundable to Lessee on any such sale except any unearned Advance Rental and any remaining balance of any security deposit pertaining to such Equipment.
- 17.2 All sales of Equipment to Lessee hereunder shall be "as is, where is" (in its then actual state of repair, maintenance and location) at Lessee's own risk and peril and without any Warranty, except that Lessor has not created any Lien thereon.
- 17.3 Lessee shall be responsible for all costs of removing, packing and delivery of Equipment sold to Lessee.

18. Default

18.1 It shall be a Default under this Lease, if:

- (a) Lessee fails to pay any Rental Payment within 10 days of its due date;
- (b) any insurance coverage required to be obtained and maintained by Lessee hereunder shall lapse, expire or be cancelled;
- (c) any representation or warranty of Lessee made herein or in any instrument or document delivered to Lessor in connection herewith is false or materially incorrect or misleading;
- (d) Lessee defaults in any other Obligation, or any obligation under any other agreement with Lessor or any Affiliate of Lessor, and such default continues for 10 days after notice thereof by Lessor or such Affiliate, as applicable, to Lessee;
- (e) any act of bankruptcy takes place respecting Lessee, or any proceeding, petition or notice, voluntary or involuntary, is commenced, made, given or filed, as the case may be, by Lessee or any other person, under any present or future statute or law relating to bankruptcy, insolvency, or relief from or compromise or arrangement with creditors of Lessee;
- (f) Lessee ceases or threatens to cease to carry on business or makes or proposes to make any sale of its enterprise or of the whole or any substantial part of its assets in bulk, or otherwise out of the normal course of business;
- (g) any execution, sequestration, seizure, expropriation, restraint or similar process is brought or threatened, by way of notice or otherwise, against, or a distress or analogous process is levied upon the whole or any part of the property of Lessee or Equipment;
- (h) any trustee, receiver, interim receiver, administrator, manager or similar official is appointed with respect to all or any part of the property, assets, undertaking or enterprise of Lessee, whether pursuant to any private instrument or agreement or by order of any court;
- (i) if ownership of or control and direction over the property, assets, undertaking or enterprise of Lessee or the majority of its voting shares changes by amalgamation, merger, sale, transfer of shares or otherwise except pursuant to death of a shareholder, or Lessee passes any resolution concerning any matter addressed in paragraph (e) or with respect to or any proceedings, voluntary or involuntarily, are commenced under any present or future law relating to amalgamation, liquidation, winding-up or dissolution;
- (j) an event occurs which, in the opinion of Lessor, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, assets, liabilities or prospects of Lessee, Lessee's ability to perform any Obligation, or any obligation under any other agreement with Lessor or any Affiliate of Lessor, or on the rights and remedies of Lessor thereunder, and continues for 10 days after notice thereof by Lessor or such Affiliate, as applicable, to Lessee; or
- (k) any event or circumstance described in any of paragraphs (c) and (e) through (j) inclusive occurs with respect to any guarantor, surety or solidary co-debtor of Lessee respecting this Lease or any Affiliate of Lessee.

A Default under this Lease shall be deemed a default under all other present and future agreements entered into between Lessee and Lessor or any Affiliate of Lessor.

- 18.2 If any event or circumstance has arisen or occurred which, with notice and/or lapse of time, could become a Default, any or all Lessee's rights hereunder and Lessor's obligations hereunder shall, at the option of Lessor, be suspended.

19. Lessor's Remedies on Default

Upon Default, Lessor shall be entitled to do one or more of the following, subject to applicable law:

- (a) declare this Lease to be in default (with or without terminating this Lease) whereupon all Obligations shall be immediately due, payable and enforceable without any notice or demand whatsoever;
- (b) terminate this Lease;
- (c) take possession of Equipment, without demand, notice or legal proceeding and enter on any premises of Lessee or any other person for such purpose;
- (d) sell, lease or otherwise dispose of Equipment by public or private transaction for such consideration payable immediately and/or deferred and on such terms and conditions as Lessor in its discretion determines;
- (e) (whether or not this Lease may have been or be deemed to have been terminated, demand, sue for and recover damages arising out of such Default, which damages shall include, as a genuine pre-estimate of

Lessor's liquidated damages for loss of bargain and not as a penalty, the "Lessor's Return", namely the sum of (a) all Overdue Payments, (b) all future Rental Payments up to the Purchase Option Date, discounted to present value at the Settlement Rate, compounded monthly, and (c) the Purchase Option Amount (should the Purchase Option Amount be at Fair Market Value, it is agreed that the amount shall be equal to the Lessor's residual investment in the Equipment) less the aggregate of (i) the balance of any security deposit pertaining to the Equipment and any unearned Advance Rental, and (ii) the net proceeds derived from the sale, re-leasing or other disposition of Equipment, after deducting all Costs of Disposition;

- (f) repudiate any agreement made under Section 20; and
- (g) exercise any other rights or remedies and/or take any proceedings available to Lessor hereunder at law or in equity.

In lieu of selling, re-leasing or otherwise disposing of Equipment, Lessor may retain and cause Equipment to be valued by a qualified appraiser selected by it and such value shall be substituted for and deducted as net proceeds under Section 19 (e)(ii) above. Proceeds of sale, re-lease or other disposition need be deducted only when received, unless Lessor elects to take the present value of payments to be received under such sale, re-lease or other disposal, discounted at the Settlement Rate, compounded monthly.

20. Option to Purchase

- 20.1 Lessee shall have the option to purchase Equipment on the option date and for the amount stated on the face hereof on the terms and conditions set forth in this Lease.

- 20.2 Such option may be exercised by Lessee giving to Lessor at least 90 days' prior notice of intended purchase. Receipt of such notice creates a binding agreement of purchase and sale for cash to be completed upon the terms and conditions stated in Section 17.

21. Lessor's Right to Remedy Defaults

If Lessee fails to perform or comply with any Obligation, Lessor may, but has no obligation to perform same in the name of Lessee or Lessor and make all necessary disbursements in connection therewith, which shall be reimbursed by Lessee immediately on demand. Lessor is hereby appointed Lessee's lawful attorney and mandatary to take any such action in Lessee's name.

22. Lessee's General Indemnities

Lessee shall indemnify and save harmless Lessor from and against all existing or future loss, costs, charges, expenses, liabilities, claims, demands, penalties, damages, suits, actions and causes of action of every nature and kind whatsoever ("Claims") sustained or suffered by Lessor or for which Lessor may become liable, resulting from or arising out of:

- (a) the purchase of Equipment by Lessor whether or not Lessee accepts such Equipment for the purposes of this Lease or such Equipment is delivered to Lessee;
- (b) Lessor's lawful exercise or performance of its rights or obligations under this Lease;
- (c) any Default;
- (d) any personal injury or property damage or other commercial loss arising out of the sale or delivery to, installation, use, operation, maintenance, condition, return, removal and re-delivery of Equipment including strict liability in tort or in civil responsibility;
- (e) any use or operation of Equipment which infringes any patent or other industrial or intellectual property right, unless caused by the gross negligence or willful misconduct of Lessor its employees, servants or agents; or
- (f) any impairment or pollution of or damage to the environment caused by or arising from the installation, use, operation, maintenance or lack thereof, misuse or over-use of Equipment or due to or arising from any failure by Lessee to comply with or any act by Lessee in violation of any term, condition or restriction of any license, permit, consent or similar document issued in respect of Equipment or the operation thereof.

23. Interest on Overdue Payments

Each Overdue Payment, including interest, shall bear interest at 24% per annum, calculated on the daily outstanding balance and compounded monthly from its due date, both before and after demand, Default and judgment, until paid.

24. Delivery at Termination and Overhauling

- 24.1 Except in the case of termination hereof pursuant to Section 12.4, 19 or 20, Lessee shall, at the direction of Lessor but at Lessee's expense on the expiration or termination of this Lease remove, pack, ship and surrender Equipment to Lessor at a place in Canada designated by Lessor, in as good condition, order, repair and appearance as when originally delivered to Lessee, ordinary wear and tear only excepted.

- 24.2 If Lessee remains in possession of Equipment after expiration of the term hereof other than pursuant to Section 20, all provisions of this Lease shall continue to apply thereto and Rental Payments shall continue to be payable until surrender of Equipment. Nothing herein shall have the effect of extending or renewing the term of this Lease without the consent of Lessor.

25. Notices

Any notice, demand, consent or other communication required or permitted hereunder ("Notice") shall be in writing and may be delivered, or sent by prepaid registered mail, or by telex, telecopier or other means which produces a permanent written record (a "transmission"). Mailed Notice shall be deemed

to have been given two business days after mailing provided there is no disruption or stoppage of postal services; delivered Notice shall be effective upon delivery during business hours to an apparently responsible adult and transmissions shall be deemed to have been received at the opening of the next Business Day. Addresses for Notice shall be those addresses stated on the face hereof and may be changed in accordance with the foregoing.

26. Assignment and Sub-Letting

Lessee shall not assign any rights hereunder or give up possession of or sub-let Equipment without the prior consent of Lessor, and such consent may be withheld by Lessor in its discretion. No assignment of rights hereunder or giving up possession or sub-letting of Equipment shall relieve Lessee of its Obligations.

27. Lessee's General Representations, Warranties and Covenants

Lessee represents and warrants to and covenants with Lessor that: (a) if Lessee is a corporation, it is and will continue to be a corporation or other legal entity duly and validly incorporated or otherwise established, organized and existing in good standing under the laws of its jurisdiction of incorporation or establishment, with all necessary power and authority to execute, deliver and perform this Lease; (b) if Lessee is a corporation, all of the foregoing actions have been and will be duly authorized by all necessary action, are not and will not be in conflict with the constituting documents or by-laws of Lessee or any Indenture, instrument, agreement or undertaking to which it is or will be a party or by which it or its assets are or may become bound; (c) this Lease is and will continue to be the legal, valid and binding obligation of Lessee, enforceable against it in accordance with its terms; (d) all information as defined in Section 47 provided by Lessee to Lessor is accurate; and (e) all payments to Lessor are and will be derived from legal sources. Lessee agrees to furnish Lessor a copy of its most recent annual financial statements, audited if applicable, promptly upon availability and in any event within 90 days of each financial year end during the term of this Lease. Upon request by Lessor, Lessee agrees also to furnish its quarterly financial statements promptly upon availability and in any event within 60 days of each financial quarter-end.

28. Forbearance, Indulgence and Waivers

Forbearance or indulgence by Lessor in any instance shall not constitute a general waiver of the obligation to which the same applies. Any waiver by Lessor of its rights must be in writing and shall not extend to any other obligation or right waived.

29. Statutory Waivers and Acknowledgement

29.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor and of any related verification statement.

29.2 Lessee waives, to the fullest extent permitted by law, the application of the provisions of (a) *The Limitation of Civil Rights Act* (Saskatchewan); (b) *The Distress Act* (Manitoba); (c) Articles 1848 and 1849 of the *Civil Code of Quebec*; and (d) the sale of goods legislation of any applicable jurisdiction. Lessee agrees that the provisions of this Lease are commercially reasonable.

30. Successors and Assigns

This Lease shall inure to the benefit of and be binding upon Lessor and Lessee, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns and sub-lessees. Lessor may assign or transfer in whole or part its rights under this Lease or Equipment and/or Pledge its rights hereunder or in Equipment and any assignee, transferee or beneficiary of such Pledge ("Assignee") shall be unrestricted in the exercise of such rights. Lessee shall recognize any such assignment, transfer or Pledge and shall not assert against any Assignee any Claims or Equities which it may have against the original Lessor respecting this Lease or Equipment and waives all Claims and Equities against Assignee's rights to enforce this Lease based on Lessor's alleged failure to perform same.

31. Location of Equipment

31.1 Except as otherwise permitted hereunder, Lessee shall not part with possession of Equipment nor remove the same from Canada.

31.2 Lessee covenants that Equipment will continue to be located where stated on the face hereof, or at any other location consented to by Lessor.

32. NO SET-OFF — NON-CANCELLABLE LEASE

LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL EQUITIES AGAINST ANY RENTAL PAYMENT AND OTHER AMOUNT DUE TO LESSOR HEREUNDER AND AGREES TO PAY EACH SUCH RENTAL PAYMENT AND OTHER AMOUNT WITHOUT REGARD TO ANY EQUITIES. NEITHER DEFECTS IN, DAMAGE TO, NOR LOSS, DESTRUCTION OR LATE DELIVERY OF EQUIPMENT SHALL TERMINATE THIS LEASE OR REDUCE LESSEE'S OBLIGATIONS HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

33. Remedies Cumulative

All rights and remedies of Lessor hereunder are cumulative and not exclusive or alternative and may be exercised by Lessor successively, separately or together, in any order, sequence or combination.

34. Time

Time is and shall remain of the essence of this Lease.

35. Entire Agreement

35.1 There are no representations, warranties, covenants, agreements or acknowledgments affecting this Lease or Equipment, other than expressed herein in writing.

35.2 No agreement purporting to amend or modify this Lease or any other statement, document, paper or writing relating hereto or to Equipment or

connected herewith shall be binding unless in writing signed by both Lessor and Lessee.

36. Severability

Any term, condition or provision of this Lease which is deemed void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed herefrom and ineffective to the extent of such invalidity, prohibition or unenforceability, without in any way invalidating the balance hereof.

37. No Merger In Judgment

The taking of any judgment by Lessor under this Lease shall not operate as a merger or novation of any term or condition hereof or of any Obligation.

38. Further Assurances and Power of Attorney

38.1 Lessee and Lessor shall do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby and, if applicable, to convey Equipment sold to Lessee. Lessor is hereby appointed Lessee's lawful attorney and mandatory to complete and/or correct any information on the face hereof.

38.2 Each power of attorney and mandate granted herein by Lessee is granted with full power of substitution, is irrevocable and is coupled with an interest, shall survive termination of this Lease and may be exercised during any subsequent legal incapacity of Lessee.

39. Choice of Law

This Lease shall be governed, construed, performed and enforced in accordance with the laws of the Province where the address of Lessee is located as stated on the face of this Lease.

40. Currency

Unless otherwise stated on the face of this Lease, all sums of money payable hereunder shall be paid in Canadian dollars. If any amount payable pursuant to this Agreement needs to be converted from US dollars to Canadian dollars, including for purposes of determining the amount of Rental Payment or the amount of any Obligation, such conversion shall be made by Lessor on the relevant date at the Conversion Rate and Lessor will notify Lessee of the Canadian dollar amount so converted.

41. Survival

Notwithstanding any other Section, any accrued Obligations, and the Obligations of Lessee under Sections 6, 12.4, 13, 16, 22, 23, 24 and 45 and the rights, powers and remedies of Lessor hereunder, whether accrued or not shall survive the expiration or termination of this Lease and the payment of all Rental Payments and all other amounts payable hereunder.

42. Allocations

Lessee hereby irrevocably and unconditionally waives any present or future right to allocate, apply and impute any payment made to Lessor to any specific obligation due under this Lease or under any other agreement with Lessor or any Affiliate of Lessor. Lessor may allocate, apply and impute any payment received to any obligation due hereunder or under any other agreement with Lessor and may reverse, reallocate, reapply and re-impute any such payment as many times and in such manners as Lessor from time to time sees fit. Payments received shall be allocated, applied and imputed upon receipt of legal tender or cleared funds. Lessor is hereby authorized to combine, set-off and compensate amounts payable by it to Lessee with amounts owing to it from Lessee (in each case whether matured or not and whether absolute or contingent) under the same or different agreements.

43. Joint and Several Liability — Solidary Obligations

If more than one person executes this Lease as Lessee, their obligations hereunder shall be joint and several (or where this Lease is governed by the laws of the Province of Quebec their obligations shall be solidary) and, where the context so admits, each reference in this Lease to "Lessee" shall include reference to any one or more or all of such persons and the acts or omissions of any such persons shall bind all of them.

44. Administrative Fees and Expenses

Lessee shall pay Lessor on demand Lessor's prevailing fees and all costs and disbursements (including legal fees and expenses) certified by Lessor as having been incurred or made in connection with the enforcement or preservation of any right or remedy arising on Default or in connection with the rendering of financial services under this Lease including, without limitation, for processing of payments and rendering statements to Lessee.

45. Pre-authorized Payments

Lessee shall execute and deliver to Lessor from time to time upon request pre-authorized payment orders in such form as Lessor may reasonably request. Lessor is hereby authorized to deliver such orders to the financial institution named therein. Lessee hereby appoints Lessor its lawful attorney and mandatory to take all action contemplated by such payment orders to receive payment of any amount due under this Lease. Lessor may decline any other form of payment.

46. Receipt of Agreement

Lessee hereby acknowledges receipt of a fully signed copy of this Lease.

47. Information

Lessee hereby consents and authorizes Lessor and its Affiliates, agents, contractors and representatives, at any time, (a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and

payment history, with respect to Lessee ("Information"), as Lessor deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; (b) to respond to inquiries from, and exchange any information with, third parties concerning Lessee's credit rating, financial capacity and payment history; (c) to provide information to persons to whom Lessor considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and (d) to provide to any person copies of this Lease. This consent is in addition to and does not replace any consent previously given.

48. No representation

Lessor makes no representation and warranty of any kind, express or implied with respect to the legal, tax or accounting treatment of this Lease and the rentals hereunder for financial or tax purposes. Lessee will obtain its own legal, tax and accounting advice related to this Lease and will make its own determination of the proper lease terms and conditions to achieve its desired tax and accounting treatment.

49. Language

The parties hereto have expressly required that this Lease and all documents, agreements and notices relating thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent contrat de

crédit-bail et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

50. Fund off Fax

This Lease may be executed in several counterparts and such counterparts together shall constitute one and the same instrument and shall be effective as of the date stated on the face hereof. Each of the Lessee and the Lessor agrees that if the original of this Lease and/or related certificates, authorizations or other documents (collectively, the "Closing Documents") is not received by the Lessor, then the Lessor, in its sole discretion, may decide to treat and rely on the executed version of any such Closing Document that has been transmitted to the Lessor by facsimile transmission ("fax") or by the use of other electronic means such as email (any such other electronic transmission being herein referred to as "pdf") as the signed original of such Closing Document. Without limiting the generality of the foregoing, each of the Lessee and the Lessor further agrees that any Closing Document signed and transmitted by fax or pdf shall be treated for all purposes as an original document, the signature of any party on such Closing Document shall be considered as an original signature and the Closing Document transmitted by fax or pdf shall have the same effect as a counterpart thereof containing original signatures. No party shall raise as a defense to the enforcement of any Closing Document that a facsimile, email or other electronic transmission was used to transmit any signature of a party to such Closing Document.

**Interim Funding Agreement
(Lease Agreement)**

This Agreement dated as of October 12, 2017 by and between Wells Fargo Equipment Finance Company ("Creditor") and the undersigned lessee (the "Customer").

WHEREAS Creditor has agreed to finance certain equipment for the Customer by way of a leasing agreement, dated the date hereof made between the Customer and the Creditor (the "Contract"), such equipment being described as follows (the "Equipment"):

One (1) Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table)
S/N: 50880 c/w attachments and accessories.

WHEREAS the vendor or vendors (the "Vendor") of the Equipment require progress payments to be made, which the Customer may request Creditor to fund, pursuant to invoices, purchase orders or related documents, warranties or agreements (the "Purchase Agreement").

NOW THEREFORE the parties hereby agree as follows:

1. Creditor agrees, at the request of the Customer, to make progress payments to the Vendor of the Equipment subject to the terms of this Agreement.
2. The aggregate amount advanced by Creditor hereunder shall not exceed \$ 209,946.40 (CDN) (the "Authorized Amount"), and Creditor shall not advance any progress payment hereunder if: (i) the aggregate amount to be advanced is above the Authorized Amount, or (ii) it is after the Cutoff Date (as defined below), or (iii) an Event of Default (as defined in the Contract) has occurred, or (iv) the type and nature of the Equipment is different from that which has been approved by the Creditor. The Creditor shall make no more than 3 advances under this Agreement. The anticipated dates of the advance shall be as determined by the Creditor in consultation with the Customer to anticipate the date that payments are due to the Vendor.
3. Creditor shall not advance any progress payment hereunder until it shall have first received the following: (a) the Contract duly signed by the Customer which will set out all of the terms and conditions, except the economic terms of the transaction and all other related documentation that can be delivered prior to the Customer's acceptance of the Equipment or that is required by Creditor; (b) all advance payments and security deposits required by the Contract; and (c) any other items set out in Schedule "A".
4. The term "Cutoff Date" as used in this Agreement means the earliest to occur of the following dates: (a) 60 days from the first progress advance; (b) the date there occurs an Event of Default as defined in the Contract (notwithstanding that the Equipment has not then been delivered and accepted); (c) the date that the Equipment is accepted by the Customer under the Contract or (d) the date there occurs a material adverse change in the financial condition, business, or prospects of the Customer from that considered by Creditor, at the sole and absolute discretion of Creditor in making its decision to finance the Equipment. Creditor may but is not obligated to extend the Cutoff Date.
5. Upon all of the Equipment being delivered and accepted under this Agreement, the Creditor shall deliver to the Customer a letter of economic terms of the Contract ("LOET"), which LOET will set out all of the economic terms of the transaction. Within 5 days of the Customer receiving the LOET and the delivery and acceptance certificate, the Customer will deliver the executed LOET and delivery and acceptance certificate to the Creditor. The LOET shall form part of the Contract and any reference to the Contract under this Agreement shall include the LOET and the Contract.
- * 6. If on the Cutoff Date (i) the Equipment has not been delivered to and accepted by the Customer under the Contract as evidenced by a delivery and acceptance certificate executed by the Customer in form and substance satisfactory to Creditor; or (ii) any other condition set out in Schedule "A" required to be compiled with prior to the transaction being completed (including the delivery of the executed LOET), has not been met, as determined by Creditor in its sole discretion, then, upon demand at any time after the Cutoff Date, the Customer shall pay Creditor the total amount advanced hereunder and remaining unpaid on the Cutoff Date together with accrued but unpaid interest thereon determined as provided below, and Creditor shall no longer be obligated to make advances hereunder. Upon such payment, Creditor shall transfer all of its right, title, and interest in the Equipment, the Purchase Agreement and in progress payments advanced hereunder to the

Customer without recourse or any warranty whatsoever. In order to protect its ability to acquire use of the Equipment, the Customer may, if Creditor has not demanded payment within 10 business days after the specific date set forth in clause (a) of the definition of Cutoff Date, pay Creditor within such period the amount that would have been due had such a demand been made, but if no such payment is made within such period, the Customer shall have no right to acquire use of the Equipment under the Contract, and Creditor may, at its option, by written notice to the Customer, declare the Contract and all of Creditor's obligations thereunder terminated and acquire the Equipment and the Purchase Agreement for its own account or make any other arrangement with the Vendor it can negotiate or demand payment from the Customer as provided above.

7. Whether or not the Equipment is accepted by the Customer under the Contract, the Customer agrees to pay Creditor interest on the unpaid balance of the aggregate amounts advanced hereunder from the date of the initial advance until the advances are fully paid at a rate equal to the 90 day BA Rate plus 3.3484% per annum. The rate hereunder shall be computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be. The yearly rate of interest to which the above rate of interest above is equivalent is the product of (a) such rate, multiplied by (b) the actual number of days in the calendar year in which the rate is to be ascertained divided by 365.
 - a) "90 Day BA Rate" as used herein, shall mean on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as published in the Bank of Canada Weekly Financial Statistics' every Friday for the next to last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month; provided however, that if such rate does not appear in the Bank of Canada Weekly Financial Statistics as contemplated, then the "BA Rate" shall be, on any day, the annual rate of interest equal to and identified as the average discount rate (rounded upwards, if necessary, to the nearest 0.01%) of three-month Canadian dollar banker's acceptances as displayed on the 'Reuters Screen CDOR Page' as at approximately 10:00 a.m. (Toronto Time) on the next to the last Wednesday (or, if such Wednesday is not a business day, the preceding business day) of the preceding calendar month. Notwithstanding anything to the contrary, the BA Rate will never be less than 0.25%. As used herein "business day" shall mean a day when the office of Creditor at the address stated on the face hereof is open for business.
8. Interest shall be payable monthly beginning with the 1st day of the month in which the first advance is made, or the 1st day of the following month if the first advance is made after the 1st day of the current month and on the same day of each month thereafter and also on the maturity date. The maturity date of this obligation is the earliest of (a) the date Creditor demands payment pursuant to Section 6, (b) the date the Equipment is accepted by the Customer under the Contract, or (c) the date the Customer prepays as permitted by Section 6.
9. Some items of Equipment may be delivered by the Vendor to the Customer without the Customer having accepted the items under the Contract. The Customer agrees to abide by the terms of the Contract as if such Equipment had been accepted by the Customer, including without limitation, to maintain the Equipment and obtain insurance on each item of Equipment as required by the Contract from the date it is delivered to the Customer regardless of whether the Customer has accepted the item under the Contract. The Creditor shall have all rights and indemnities under the Contract as though the Equipment were subject to the Contract.
10. So long as any obligations remain under this Agreement, the Customer shall hold the Equipment in trust and as custodian for Creditor and the Customer acknowledges that it has no title to the Equipment whatsoever except that if the Equipment has been delivered to the Customer prior to being accepted, the Customer shall hold such Equipment as bailee for the benefit of Creditor and abide by the terms and conditions of the Contract as set out in Section 9 above. To the extent it is determined that the Customer has any right, title or interest in the Equipment and/or the Purchase Agreement (whether such Equipment is fully or partially completed), the Customer hereby grants to Creditor a security interest in the Equipment and/or the Purchase Agreement, all attachments, accessions and replacements thereto and all proceeds thereof, as security for payment and performance of all obligations of the Customer to Creditor under this Agreement.
11. Creditor makes no representation as to when the Equipment may be delivered by the Vendor thereof.
12. Customer agrees that Creditor shall be entitled to recover from Customer all losses, costs and fees (including legal fees and costs) incurred by Creditor in enforcing its right to payments due hereunder.
13. The Customer hereby indemnifies Creditor and holds it harmless from all losses, costs (including interest or carrying charges), and expenses which it may incur as a result of: (a) the Customer's failure to accept the Equipment and to perform its obligations under the Contract as contemplated herein; and (b) the purchase of the Equipment by Creditor pursuant to the Customer's instructions or any agreement or commitment that Creditor may have in that regard.

14. The Customer hereby represents and warrants to Creditor that execution of this Agreement by the Customer will create a valid, binding and enforceable obligation of the Customer, and such execution will not violate any agreement, bylaw or regulation to which the Customer is subject.
15. This Agreement may not be assigned by the Customer without the prior written consent of Creditor. Creditor may assign its rights in this Agreement, and the Customer hereby waives any right of set-off or defences as against any assignee of Creditor. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement. Any amendment or waiver hereof or hereto must be in writing. The Customer shall do all things and execute and obtain all documents as Creditor may require in order to give effect to this Agreement.
16. This Agreement shall be governed by the same substantive laws that govern the Contract.

Dated as of the date first written above.

Creditor

WELLS FARGO EQUIPMENT FINANCE COMPANY

By: _____

Name:
Title:

Customer

LAPLANTE WELDING OF CORNWALL INC.

By: _____

Name: *Julie Stewart*
Title: *Julie Stewart*
Controller

Schedule "A"

In addition to any other conditions precedent or requirements listed in this Agreement, the following conditions precedent must be met to Creditor's satisfaction, in its sole discretion, before any progress payment is made hereunder:

- a) Creditor has received proof of insurance on the Equipment;

In addition to any other conditions precedent or requirements listed in this Agreement, the following conditions precedent must be met to Creditor's satisfaction, in its sole discretion, before the final progress payment is made hereunder:

- a) Completed delivery and installation of the Equipment;
- b) Acceptance of the Equipment by the Customer;
- c) Creditor has received a sufficient and itemized description of the Equipment including make (manufacturer), model numbers and serial numbers of all major components;
- d) The completed Equipment is acceptable to Creditor including, as required by Creditor, the Creditor obtaining and being satisfied with a physical inspection and appraisal of the completed Equipment at the premises of the Customer by a qualified appraiser selected by Creditor;
- e) Creditor has received all required purchase orders, proofs of payment and other evidence to confirm Customer has good and valid title to the completed Equipment free and clear of liens other than liens in favor of Creditor;
- f) Creditor has received satisfactory evidence of the due and valid perfection of Creditor's interest in the completed Equipment and that its security in the completed Equipment is first ranking; and
- g) Creditor has received insurance confirmations.



REQUEST FOR ADVANCE

Reference is made to the Lease Agreement dated as of October 12, 2017 between Wells Fargo Equipment Finance Company ("Creditor") and the undersigned lessee (the "Customer") ("Contract") and the Interim Funding Agreement dated October 12, 2017 between Creditor and Customer ("IFA"). Terms not otherwise defined herein have the meanings assigned or referred to them in the IFA or the Contract.

Customer hereby requests Creditor to make Advances to the applicable Vendor(s) and in the amounts specified below, and hereby certifies that in accordance with the terms of the relevant Purchase Agreement(s) between Creditor (at the request of, or as assignee from Customer) and each Vendor, the requisite items of Equipment have been or will be delivered or the requisite amount of work has been or will be completed, and that each Vendor is lawfully entitled to interim advances in the amounts of the Advances requested below, and that such amounts are net of any applicable rebates, discounts or refunds available to Customer. Customer agrees that all amounts so advanced by Creditor shall be deemed "Advances" for purposes of the IFA.

Vendor(s) (Name & Address)	Purchase Agreement(s) (Invoice # & date)	Amount of Advances Requested
CIA CANADIAN INDUSTRIAL AUCTIONEERS INC.	#434 Oct. 3, 2017	\$ 175,000.00
	HST 13%	\$22,750.00
	Sub total	\$ 197,750.00

The Cut Off Date applicable to the Advances requested under this Request for Advance is December 12, 2017.

Customer represents, warrants and agrees that (a) the amount of the Advances requested hereunder, when taken together with all other Advances, do not exceed the Authorized Amount for the Equipment, (b) all representations and warranties of Customer contained in the Contract are hereby restated and are true and correct as of the date hereof, and the covenants of the Contract applicable to the Equipment have been completed with, (c) there has occurred no Default or Event of Default (as defined in this Contract) as of the date hereof, and (d) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Customer or any Guarantor.

IN WITNESS WHEREOF, Customer has duly executed this Request for Advance on October 12, 2017.

LAPLANTE WELDING OF CORNWALL INC.

By: J. Stewart
Title: Controller



LAPLANTE STEEL STRUCTURES INC.

October 19, 2017

1400 TENTH STREET
Cornwall, ON K6H 5R5

Tel.:
Fax:
Email:

RE: Waiver — Laplante Welding of Cornwall Inc. (the "Debtor")

As security for certain credit facilities extended or to be extended and/or leases made or to be made by Wells Fargo Equipment Finance Company ("Wells Fargo"), Wells Fargo has or will obtain rights, title, interests, mortgages, hypothecs, charges or security interests (collectively, a "Claim") in or to the property described in Schedule A hereto (please Initial It) and all present and future attachments, accessories and accessions thereto and all spare parts, replacements, substitutions, exchanges and trade-ins therefor and all intangibles and proceeds (as defined by law) relating thereto, including all insurance payments and other indemnities or compensation for loss or damage thereto (the "Collateral").

Wells Fargo wishes to ensure that it will have at all times a first-ranking Claim in the Collateral. Would you kindly agree to the terms provided below by signing and returning this letter to Wells Fargo by telecopier at (866) 558-9281; Ashley KJonaas (514) 397-5380 ashley.kjonaas@wellsfargo.com. Upon execution by the undersigned of this letter as presented, this letter and the subordinations, postponements, acknowledgements and agreements contained herein shall be binding on the undersigned and deemed accepted by Wells Fargo.

The undersigned has not assigned any Claim that the undersigned may have in or to the Collateral and for good and valuable consideration:

- (a) The undersigned hereby confirms that that the undersigned has no Claim in or to the Collateral and, to the extent that the undersigned has any Claim, the undersigned hereby releases, renounces, waives and disclaims any Claim that the undersigned may have in or to the Collateral. The undersigned agrees upon Wells Fargo's request to amend or discharge any Claim granted by the Debtor in favour of the undersigned and any registration made by the undersigned against the Debtor so as to discharge the Collateral from any such Claim or registration; or
- (b) The undersigned hereby subordinates and postpones any present or future Claim that the undersigned has or may acquire in or to the Collateral to any Claim which Wells Fargo has or may acquire in or to the Collateral. The undersigned agrees not to perfect, assert or claim against Wells Fargo any Claim in or to the Collateral which ranks in priority to the Claim now or hereafter held or claimed by Wells Fargo.

The undersigned agrees not to rely on any registration made in favour of the undersigned either before or after Wells Fargo has made a registration to claim, in respect of any Claim that the undersigned may hold or take at any time hereafter, priority over the Claim of Wells Fargo in or to the Collateral, whether affixed or not. This waiver shall be binding upon and shall enure to the benefit of the undersigned and Wells Fargo and their respective successors and assigns.

ACKNOWLEDGED AND ACCEPTED by LAPLANTE STEEL STRUCTURES INC.:

By: 
(signature of an authorized officer)

Date: Oct 30/17

Name: JULIE STEWART
Title: Controller

SCHEDULE A

RE: Laplante Welding of Cornwall Inc.
Waiver in favour of Wells Fargo by LAPLANTE STEEL STRUCTURES INC.

Description of Collateral

One (1) Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table) S/N: 50880 c/w attachments and accessories


Creditor
Initials



Annex A

REQUEST FOR ADVANCE

Reference is made to the Lease Agreement dated as of October 12, 2017 between Wells Fargo Equipment Finance Company ("Creditor") and the undersigned lessee (the "Customer") ("Contract") and the Interim Funding Agreement dated October 12, 2017 between Creditor and Customer ("IFA"). Terms not otherwise defined herein have the meanings assigned or referred to them in the IFA or the Contract.

Customer hereby requests Creditor to make Advances to the applicable Vendor(s) and in the amounts specified below, and hereby certifies that in accordance with the terms of the relevant Purchase Agreement(s) between Creditor (at the request of, or as assignee from Customer) and each Vendor, the requisite items of Equipment have been or will be delivered or the requisite amount of work has been or will be completed, and that each Vendor is lawfully entitled to interim advances in the amounts of the Advances requested below, and that such amounts are net of any applicable rebates, discounts or refunds available to Customer. Customer agrees that all amounts so advanced by Creditor shall be deemed "Advances" for purposes of the IFA.

Vendor(s) (Name & Address)	Purchase Agreement(s) (Invoice # & date)	Amount of Advances Requested
Transport de Machinerie Demers Inc. (50% due to start the work)	#1221 Nov. 24, 2017	\$ 14,650.00
	TPS/GST 5%	\$732.50
	TVQ 9.975%	\$1,461.34
	Sub total	\$ 16,843.84

The Cut Off Date applicable to the Advances requested under this Request for Advance is December 12, 2017.

Customer represents, warrants and agrees that (a) the amount of the Advances requested hereunder, when taken together with all other Advances, do not exceed the Authorized Amount for the Equipment, (b) all representations and warranties of Customer contained in the Contract are hereby restated and are true and correct as of the date hereof, and the covenants of the Contract applicable to the Equipment have been completed with, (c) there has occurred no Default or Event of Default (as defined in this Contract) as of the date hereof, and (d) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Customer or any Guarantor.

IN WITNESS WHEREOF, Customer has duly executed this Request for Advance on November 24, 2017.

LAPLANTE WELDING OF CORNWALL INC.

By: [Signature]
Title: Controller

Letter of Economic Terms

Wells Fargo Equipment Finance Company



Date: March 28, 2018

Laplante Welding of Cornwall Inc.
800 Second Street, W
Cornwall, ON K6J 1H6

Attention: Julie Stewart

RE: Interim Funding Agreement between Laplante Welding of Cornwall Inc. ("Lessee") and Wells Fargo Equipment Finance Company ("Lessor") dated October 12, 2017 (the "Agreement").

Dear Madam Julie Stewart,

The final progress payment will be disbursed imminently and we want to close out the Agreement and proceed with the Leasing Agreement No. 99410094001 dated October 12, 2017 (the "Leasing Agreement"). As per the Agreement, we confirm that all equipment listed in the equipment list attached hereto has been delivered and accepted. The present letter is to be signed and returned with the delivery and acceptance certificate within 5 days of reception.

Whereas the Lessee entered into the Leasing Agreement, which contained economic terms yet to be determined, the parties agree that such terms are hereby completed as follows and are effective as of the date hereof:

- Cost of Equipment: \$ 220,518.12
- Rental Payment: \$ 4,154.38 plus tax of \$ 540.07, for a Total Periodic Payment of \$ 4,694.45

For the purposes of calculating the Financed Amount herein, SWAP Rate is defined as follows:

INTEREST RATE (CAD SWAP) Lessee's Lease rate will be the annual rate equal to 272 basis points above the ask rate for a 3 year CA dollar fixed interest rate swap as published by Thomson Reuters, Bloomberg (or its respective successors or assigns) or another reputable source selected by Lessor on the Friday preceding the day Lessor calculates the applicable amount. This rate shall remain fixed for the entire term of this Agreement. For indication purposes only, the applicable 3 year swap rate today is 2.385% per annum, plus 272 bps, resulting in a fixed interest rate of 5.105% per annum. Lessee's Rental Payment on the signature page of this Lease is for Indication purposes only.

Any capitalized terms not defined herein shall have the meanings ascribed thereto in the Leasing Agreement.

Except for the above amendments, all of the terms and conditions of the transaction documents remain unchanged.

IN WITNESS WHEREOF, please acknowledge your acceptance of the economic terms of the Leasing Agreement by signing and returning to us the attached copy of this letter at your earliest convenience.

Acknowledgement:

Lessee: Laplante Welding of Cornwall Inc.

By 
By Controller
Title

Lessor: Wells Fargo Equipment Finance Company

By _____
Title



**EQUIPMENT DESCRIPTION
CONTRACT #99410094001**

This Equipment Description addendum is an integral part of the LEASING AGREEMENT No. 99410094001 executed at Cornwall in the province of Ontario, this October 12, 2017. This following equipment description supercedes all others.

Equipment Location: 200 St-Georges St. W., Alexandria, ON K0C 1A0

One (1) Used 2013 PC-1000 Plasma (Machitech Automation 30 HP Drilling Head with a 122" x 32FT Water Table) S/N: 50880 c/w attachments and accessories.

LAPLANTE WELDING of Cornwall Inc.

By: *J. Aubert*
Name:
Title: *Controller*

WELLS FARGO EQUIPMENT FINANCE COMPANY

By: _____
Name:
Title:



Extension Letter

Wells Fargo Equipment Finance Company

Date: March 28 2018

Laplante Welding of Cornwall Inc.
800 Second Street, W
Cornwall, ON K6J 1H6

Attention: Julie Stewart

RE: Interim Funding Agreement between Laplante Welding of Cornwall Inc. ("~~Lessee~~") and Wells Fargo Equipment Finance Company ("~~Lessor~~") dated October 12, 2017 (the "Agreement").

The ~~Lessee~~ has requested and the ~~Lessor~~ has approved the extension of the Interim funding period. All references to the Cut-off Date of "60 days from the first progress advance" in section 4(a) of the Agreement or to a Cut-off Date of December 12, 2017 in Annex A of the Agreement shall be replaced by April 15, 2018.

Please acknowledge your acceptance of the term extension by signing below and returning to my attention.

Sincerely,

Wells Fargo Equipment Finance Company

Acknowledgement:

~~Lessee~~ - Laplante Welding of Cornwall Inc.

Julie Stewart
By
Controller
Title

Wells Fargo Equipment Finance Company

SCHEDULE "A"

STATEMENT OF ACCOUNT LAPLANTE WELDING OF CORNWALL INC.

Account: 9941094001

December 5, 2018

PROVINCE	ON				
Balance of Payments:	58	X	\$4,146.94	=	\$240,522.52
Partial Payments		X		=	
End of Term Purchase Option					\$1.00

SUB TOTAL	\$240,523.52
------------------	---------------------

GST/HST	\$31,268.06
---------	-------------

PST/QST	
---------	--

Late Fees	\$249.46
-----------	----------

NSF Fees	
----------	--

Bailiff/Repo Fees (Tax Included)	
----------------------------------	--

Other Disbursements (Tax Included)	
------------------------------------	--

Less Net Sale Proceeds (No Taxes)	
-----------------------------------	--

Less Payment(s) made by Customer	
----------------------------------	--

Total amount of claim representing balance less payments received:

TOTAL BALANCE	\$272,041.04
----------------------	---------------------

Melissa Luzy-Kocher Melissa.Luzy-Kocher@wellsfargo.com 905 283 4430

1/10/2019

ARREARS

9941094001

LAPLANTE WELDING OF CORNWALL INC

copy & paste from Calc PMAS F10 then Delete Columns not needed

LATE CHARGES	6/10/2018	+124.73
LATE CHARGES	6/10/2018	+61.34
REGULAR PAYMENT	6/10/2018	+4146.94
GST/HST RENT	6/10/2018	+539.10
LATE CHARGES	7/10/2018	+63.39
REGULAR PAYMENT	7/10/2018	+4146.94
GST/HST RENT	7/10/2018	+539.10
REGULAR PAYMENT	8/10/2018	+4146.94
GST/HST RENT	8/10/2018	+539.10
REGULAR PAYMENT	9/10/2018	+4146.94
GST/HST RENT	9/10/2018	+539.10
REGULAR PAYMENT	10/10/2018	+4146.94
GST/HST RENT	10/10/2018	+539.10
REGULAR PAYMENT	11/10/2018	+4146.94
GST/HST RENT	11/10/2018	+539.10
REGULAR PAYMENT	12/10/2018	+4146.94
GST/HST RENT	12/10/2018	+539.10
REGULAR PAYMENT	1/10/2019	+4146.94
GST/HST RENT	1/10/2019	+539.10

CERTIFICATE OF COMPLETION AND ACCEPTANCE

LESSEE:
Laplante Welding of Cornwall Inc.

800 Second Street, W
CORNWALL, Ontario (the "Lessee")
K6J 1H6

SUPPLIER:
CIA Canadian Industrial Auctioneers Inc.

3205 1ere rue Arrondissement St-Hubert
Longueuil, Quebec (the "Supplier")
J3V 8Y6

LESSOR
Wells Fargo Equipment Finance Company (the "Lessor")
1290 Central Parkway W., Suite 1100, 11th Floor
Mississauga, Ontario, L5C 4R3, Tel: (800) 242-2523

(the "Lessor")

This is to certify that all of the equipment, including attachments, accessories, and replacement parts, described in the Leasing Agreement between the Lessor and the Lessee and dated the 12th day of October 2017, and therein referred to and described as Equipment (hereafter also called "Equipment") has been delivered to the lessee on the 8th day of December 2017, inspected by and accepted by the Lessee.

The Lessee further certifies that any and all work required to be performed by Supplier, including that relating to installation and/or preparation of the Equipment, has been satisfactorily completed by the Supplier.

Dated at CORNWALL in the province of Ontario, this 29th day of March 2018

Laplante Welding of Cornwall Inc.

(«LESSEE»)

By:

J. Stewart
Controller

TITLE

TITLE

RUN NUMBER : 208
 RUN DATE : 2018/07/27
 ID : 20180727112531.76
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : LAPLANTE WELDING OF CORNWALL INC.
 FILE CURRENCY : 26JUL 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 5

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 732888882

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	006		20171012 1628 8077 1841	P PPSA	6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME LAPLANTE WELDING OF CORNWALL INC.
 04 ADDRESS 800 SECOND STREET, WEST CORNWALL ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON K6J 1H6

05 DEBTOR ADDRESS
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 SECURED PARTY / LIEN CLAIMANT ADDRESS WELLS FARGO EQUIPMENT FINANCE COMPANY

09 COLLATERAL CLASSIFICATION ADDRESS 1290 CENTRAL PARKWAY WEST, SUITE 1100 MISSISSAUGA ON L5C 4R3
 CONSUMER MOTOR VEHICLE AMOUNT DATE OF HO FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE X MODEL V.I.N. X

11 MOTOR
 12 VEHICLE
 13 GENERAL ONE (1) 2013 PC-1000 PLASMA (MACHITECH AUTOMATION 30 HP
 14 COLLATERAL DRILLING HEAD WITH A 1227 X 32FT WATER TABLE) S/N 50880 THE GOODS
 15 DESCRIPTION DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
 16 REGISTERING REGISTRY = RECOVERY INC.

17 AGENT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

RUN NUMBER : 208
 RUN DATE : 2018/07/27
 ID : 20180727112531.76
 TYPE OF SEARCH : BUSINESS DEBTOR
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PROVINCE OF ONTARIO
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	02	006		20171012 1628 8077 1841		

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

03 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

04 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

05 ADDRESS

06 SECURED PARTY / LIEN CLAIMANT ADDRESS

07 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

08 YEAR MAKE MODEL V.I.N.

09 MOTOR VEHICLE

10 GENERAL ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT

11 COLLATERAL DESCRIPTION

12 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

RUN NUMBER : 208
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PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 7

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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01	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
		03	006		20171012 1628 8077 1841		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 04 ADDRESS
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT
 09 ADDRESS
 COLLATERAL CLASSIFICATION
 10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
 11 YEAR MAKE MODEL V.I.N.
 12 MOTOR VEHICLE
 13 GENERAL LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
 14 COLLATERAL GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
 15 DESCRIPTION LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
 16 REGISTERING AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

RUN NUMBER : 208
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REPORT : PSSR060
 PAGE : 8

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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01	04	006		20171012 1628 8077 1841		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

14 COLLATERAL ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO

15 DESCRIPTION THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (9941094001 - FC) (FOR

16 REGISTERING

17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

RUN NUMBER : 208
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 PAGE : 9

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02 DEBTOR NAME BUSINESS NAME

03 ADDRESS

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

06 ADDRESS

07 SECURED PARTY / LIEN CLAIMANT ADDRESS

08 COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION REGISTERING AGENT

12 INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

13 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

RUN NUMBER : 208
 RUN DATE : 2018/07/27
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PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME

03 BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME

06 BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 VEHICLE GENERAL

13 COLLATERAL DESCRIPTION

14 REGISTERING AGENT

15 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11



REPLY TO: SAM RAPPOS
FILE NO.: 11883
DIRECT: 416-218-1137
FAX: 416-218-1837
EMAIL: samr@chaitons.com

November 30, 2018

VIA E-MAIL

Stanley Loiselle
Raymond Chabot Inc.
2505 St. Laurent Blvd.
Ottawa, ON K1H 1E4

**Re: Business Development Bank of Canada v. 2114520 Ontario Inc.
800 Second Street West, Cornwall, ON (the "Property")**

Dear Mr. Loiselle,

We are the lawyers for Business Development Bank of Canada ("**BDC**"), which holds a first ranking mortgage on the Property.

We understand that on November 29, 2018, Raymond Chabot Inc. was appointed by Order of the Superior Court of Justice as receiver ("**Receiver**") of the property, assets and undertakings of Laplante Welding of Cornwall Inc. (the "**Tenant**").

Please find enclosed a Notice of Seizure of Rents and Direction to Pay being served upon you in your capacity as Receiver of the Tenant. All future rent payments from November 29, 2018 must be remitted to BDC on the date they are due. Cheques must be made payable to BDC.

Please do not hesitate to contact me if you have any questions or wish to discuss the matter further.

Yours truly,
CHAITONS LLP

A handwritten signature in blue ink, appearing to read "S. Rappos", is written over the typed name.

Sam Rappos
LAWYER
Encl.

Cc: Client

NOTICE OF SEIZURE OF RENTS AND DIRECTION TO PAY

TO: Raymond Chabot Inc.
Court-appointed Receiver of
Laplante Welding of Cornwall Inc.
2505 St. Laurent Blvd.
Ottawa, ON K1H 1E4

TAKE NOTICE that default has occurred under a charge from BUSINESS DEVELOPMENT BANK OF CANADA (the “**Lender**”) to 2114520 Ontario Inc. (the “**Chargor**”) against the property municipally known as 800 Second Street West, Cornwall, Ontario (the “**Property**”). The security held by the Lender is more particularly described as follows, a Charge/Mortgage and a General Assignment of Rents in favour of the Lender were registered in the Land Registry Office #14 on February 5, 2016, respectively as Instruments No. GL21206 and GL21207.

The Lender hereby directs you to pay to it all rent now owing or which may become due in the future in respect of the premises that you occupy located on the Property.

TAKE FURTHER NOTICE that you should not pay the Chargor or any person claiming to represent the Chargor any portion of the rent or other money currently or in the future becoming due from you on account of your tenancy.

If you do not comply with the terms of this notice, you may be liable to pay rent a second time to the Lender.

The Lender is not taking possession or control of the Property but is merely exercising its right to seize rents under the above-noted General Assignment of Rents. Raymond Chabot Inc., in its capacity as Court-appointed Receiver of the tenant, Laplante Welding of Cornwall Inc., remains responsible for the management, care and control of the Property.

Payment Instructions

1. All rent cheques are to be made payable to **Business Development Bank of Canada**
2. Rent cheques are to be delivered to:

Business Development Bank of Canada
50 O'Connor Street, #1100
Ottawa, ON K1P 5E1

Attention: Marlène Rodrigue, Senior Account Manager, Special Accounts

3. The address of the premises must appear on all cheques and correspondence. The Lender cannot be held responsible for cheques that are not properly identified.

If you have any questions regarding this notice, please contact Sam Rappos at (416) 218-1137.

DATED at Toronto, this 30th day of November, 2018.

**BUSINESS DEVELOPMENT BANK OF
CANADA**

by its solicitors, Chaitons LLP

Per:  _____

Sam Rappos

DISTRICT OF ONTARIO
DIVISION NUMBER: 12
COURT NUMBER: 33-165688
OFFICE NUMBER: 367387-002

SUPERIOR COURT OF JUSTICE
In Bankruptcy and Insolvency

IN THE MATTER OF THE RECEIVERSHIP OF:

Laplante Welding of Cornwall Inc.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

As at January 11, 2019

RECEIPTS

1	Realization of assets:		
	- Accounts Receivable		\$ 31,697.50
2	Miscellaneous:		
	(a) Other	\$ 2,013.00	2,013.00

TOTAL RECEIPTS

33,710.50

DISBURSEMENTS

3	Occupation Rent		15,000.00
4	Miscellaneous:		
	(a) Services rendered	12,470.78	12,470.78

SUB-TOTAL DISBURSEMENTS

27,470.78

5	Taxes:		
	(a) HST paid on realization of assets	\$ 2,020.80	2,020.80

TOTAL DISBURSEMENTS

29,491.58

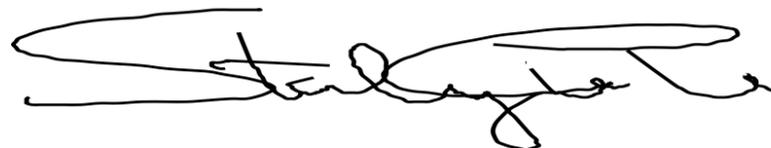
BALANCE OF FUNDS HELD IN TRUST

\$ 4,218.92

In the city of Ottawa, on January 16, 2019.

RAYMOND CHABOT INC.

Receiver



Stanley Loiselle, CIRP, LIT

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

LAPLANTE WELDING OF CORNWALL INC.

Respondent

**AFFIDAVIT OF STANLEY LOISELLE
(sworn on January 14th 2019)**

I, Stanley Loisel, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a licensed insolvency trustee and am a partner with the firm of Raymond Chabot Inc. ("RCI") in its capacity as Receiver of the property, assets and undertakings of Laplante Welding of Cornwall Inc. and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. Attached hereto as **Exhibit "A"** is a true copy of the invoice prepared by the Receiver for fees and disbursements incurred in the course of the within proceeding for the period from November 29, 2018 to January 5, 2019.

3. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other firms in the Ottawa market for the provision of similar services.

4. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN BEFORE me at the City of Ottawa in)
the Province of Ontario)
this 14th day of January 2019.)



A Commissioner for Taking Affidavits, etc.)



STANLEY LOISELLE)

Marc-André Tessier, a
Commissioner, etc., Province of Ontario
for Raymond Chabot Inc.
and Raymond Chabot Grant Thornton LLP
Expires December 23, 2019.

**This is Exhibit "A" referred to in the Affidavit of Stanley Loiseau
sworn January 14th 2019.**



Commissioner for Taking Affidavits (or as may be)

Marc-André Tessier, a
Commissioner, etc., Province of Ontario
for Raymond Chabot Inc.
and Raymond Chabot Grant Thornton LLP.
Expires December 23, 2019.

Société affiliée de
Raymond Chabot Grant Thornton
S.E.N.C.R.L.

An affiliate of
Raymond Chabot Grant Thornton LLP

Bureau 1000
116 Albert
Ottawa, Ontario K1P 5G3

Tel.: 613-236-5678
Fax: 613-236-9817
www.raymondchabot.com

January 14, 2019

Laplante Welding of Cornwall Inc.
200 St-Georges St. West
Alexandria, ON

RE: Laplante Welding of Cornwall Inc. - Receivership

Invoice

For professional services rendered with regard to the receivership of Laplante Welding of Cornwall Inc. for the period ending January 5, 2019, and more specifically:

Fees (see attached details)	\$65,562.50
HST on fees and disbursements (104411822)	<u>8,523.13</u>
Total owing:	\$74,085.63

Summary of time inputted by professional:

Stanley Loiselle, CIRP, Partner	38.25
Mathieu Loiselle, B.Comm., Assistant Manager	64.00
Normand Hébert, Technician	159.25
Laurence Goulet-Lord	0.25
Catherine Rondeau, Technician	0.25
Rachel Séguin, Technician	4.00
Marilyn Valiante, Technician	9.25
Accounting	<u>4.25</u>
Total :	<u>279.50</u>

<u>Date</u>	<u>Name</u>	<u>Time</u>	<u>Description</u>
11-28-2018	Loiselle, Stanley	2.50	Review file, equipment listing and secured creditors, Altus Report re: ongoing projects, Engagement planning and other related matters
11-29-2018	Hébert, Normand	7.00	Travel to Alexandria. Check the inventory and photos, Other related matters
11-29-2018	Loiselle, Mathieu	4.25	Review and print equipment listing in preparation for receivership order. Discuss file with Stan, briefly review receivership order. Onsite meeting re: receivership and initial inventory.
11-29-2018	Loiselle, Stanley	5.75	Receive and review receiver order, Attend on site re: possession and meeting with Kevin Laplante, TC and emails Andrew Ferguson and Karen Perron re: Dymon settlement, TC and emails Kimco re: purchase of inventory and offer for cranes, Other related matters
11-30-2018	Hébert, Normand	6.75	Travel to Alexandria. Complete the inventory check and photos.
11-30-2018	Loiselle, Mathieu	3.75	Load equipment pictures, prep espaceProjet, export Trello boards for equipment review items and email them to Norm. Draft first report to court. Cross-reference list of in-cleared cheques with payroll. Review contracts, link to assets. Email Kevin for missing contracts. New PPSA search.
11-30-2018	Loiselle, Stanley	3.25	TC Andrew Ferguson re: 1637 Bank Street lien and Dymon settlement, Kimco Steel arrangements to pick up inventory, Emails and TC Kevin Laplante re: various, Emails and TC RBC re: payroll and other matters, TC to and from Laplante admin staff re: WEPPA and creditor listing, Other related matters
12-2-2018	Loiselle, Stanley	0.50	Emails Kevin Laplante re repairs required to cranes, Review letter from legal counsel for BDC re rent, Email Andre Ducasse
12-3-2018	Hébert, Normand	13.00	Travel to Alexandria, complete form for insurance and supervise the delivery of steel to the buyer.
12-3-2018	Loiselle, Mathieu	0.75	Multiple TC to Kyle (ex-employee) re: returning surveying equipment. TC and email correspondence with Andrew re: info for Kyle and equipment list.
12-3-2018	Loiselle, Stanley	1.25	TC and emails Andrew Laplante re Gerco shipment; Review lease with 2114520 Canada Inc, Letter to open bank account, Emails to and for Karen Perron re Dymon settlement
12-4-2018	Hébert, Normand	13.25	Travel to Alexandria, prepare deposit and attend at Caisse Populaire, Attend at Kyles's personal residence to retrieve the total station and supervise the delivery of steel to the buyer.
12-4-2018	Loiselle, Mathieu	3.25	Numerous correspondence with Kyle, Norm and Andrew by TC and email re: picking up the Total Station. Get Transit number for bank account for Norm. Work on notice and statement of receiver. TC to Link-Belt distributor in Ottawa re: crane certification. Send Receivership Order to Kimco's lawyer. Emails to and from Norm re: vehicles returned. Obtain Blackbook on Passat.
12-4-2018	Loiselle, Stanley	0.50	TF Kimco re offer for assets
12-5-2018	Hébert, Normand	13.00	Travel to Alexandria, search for ownership of Land Rover and supervise the delivery of steel to the buyer.

12-5-2018	Loiselle, Mathieu	5.75	TC to and from Brandon at Link-Belt in Toronto. TC to National Leasing re: contracts on PPSA. Email to and from Wells Fargo re: Plasma agreement. Complete and send cheque reqs to accounting for employee pay. Emails to and from Rushmi re: deposit of AR. Review and send notice and statement of receiver Stan, reviewed and signed; fax it to the OSB. Review claim from National Leasing, and TC to Cancel Survey Equipment re: value of Total station. Email Erik Lamontagne re: copy list of creditors. Obtain Blackbook for Land Rover. Cross reference appraisal with current list of assets. TC to and from Marilyn re: WEPP info. TC to Dorothy and Rachel re: WEPP info needed. TC from Nathan (employee) re: WEPP process.
12-5-2018	Loiselle, Stanley	2.50	Emails to and from legal counsel for Kimco re purchase offer for assets, Review employee records re WEPPA, Emails Wells Fargo and National Leasing re receivership order and leased equipment, TC and emails Andre Ducasse re offer from Kimco Steel, Receive and review National Leasing proof of security, Other related matters
12-6-2018	Goulet-Lord, Laurence	0.25	Preparing the opening account letter for GPL insurance.
12-6-2018	Loiselle, Mathieu	4.75	Review and process National Leasing POC. Process Andrew's expense reimbursement. Revise equipment list, add appraisal values. Modify list to send to appraiser (Adam). TC to and from Joel at Cancel Survey Equipment re: value of Total Station. Follow up with Dorothy re: request for additional WEPP info.
12-6-2018	Loiselle, Stanley	3.50	Receiver and review purchase offer from Kimco, TC and emails Platinum re appraisal, Review assets listing, Other related matters
12-7-2018	Hébert, Normand	12.00	Travel to Alexandria and supervise the delivery of steel to the buyer
12-7-2018	Loiselle, Mathieu	5.00	Emails to and from Dorothy re: WEPP & ROE. TC and Email correspondence with Marilyn re: WEPPA and ROE. Process Wells Fargo POC and email to Kevin and Andrew re: storing vehicles inside. TC to Michel Laplante (employee) re: confirmation of address and WEPP. Review notes from appraiser on equipment list, and modify accordingly, review with Stanley. Create spreadsheet to compare offer to liquidation. Updated information in first report of receiver draft. Process cheque requisition for transportation re: Gerco job. Process deposit of AR cheque. Prepare Schedule B, equipment list for Kimco offer.
12-7-2018	Loiselle, Stanley	2.50	Prepare and review analysis of Kimco offer compared to estimated liquidation realization, Emails to and from RBC and legal counsel re: Kimco offer, Various emails to and from Laplante et al re: WEPPA and other matters, Other related matters
12-10-2018	Hébert, Normand	12.00	Travel to Alexandria and supervise the delivery of steel to the buyer.

12-10-2018	Loiselle, Mathieu	2.50	Emails to and from Rachelle re: info to complete T4s. Send ROEs to Marilyn. Process employee pay cheques. Send receivership order to OSB. Email Kevin re: transportation invoice and sea can to be returned. Attend calls with Bank and Kimco. File OSB certificate in IPS. Review liquidator websites, and start a list of potential liquidators. Emails to and from Dorothy re: propane expense.
12-10-2018	Loiselle, Stanley	1.25	Conference call RBC and legal counsel re Kimco offer, TC Kimco re offer, Other related matters
12-11-2018	Hébert, Normand	12.50	Travel to Alexandria and supervise the delivery of steel to the buyer. Show the assets to Mr. Cosimo at 9.00 AM and Mr. Bruce Winning at 12.00 PM.
12-11-2018	Loiselle, Mathieu	3.75	Emails to Laplantes re: union workers, ROE and WEPP questions. Numerous correspondence with Marilyn re: WEPP. Emails to and from Bruce (Infinity Assets) and Cosimo (C3) re: inspecting assets for auction proposal. Contact Norm to schedule asset visits. Email to Kevin Laplante re: seacan retrieval. Emails to and from Gregg Rose re: crane location and payment for steel inventory.
12-11-2018	Valiante, Marilyn	3.00	Réception d'un tableau Excel pour le PPS Communication avec Mathieu Réception d'un nouveau tableau et des nouveaux RE Complétion du tableau PPS Vérification avec Catherine
12-12-2018	Hébert, Normand	12.00	Travel to Alexandria and supervise the delivery of steel to the buyer.
12-12-2018	Loiselle, Mathieu	5.00	Send copy of appraisal to GPL. Email with Norm and Andrew re: progress of loading of steel inventory for Kimco, and load details. Email to and from accounting re: cheque deposit status. Prepare and send cheque requisition for December Rent. Email Dorothy re: rent cheque and HST number on invoice. TC from Norm re: assets visit. Emails to and from Cosimo at C3 re: asset inspection. Received new offer from Kimco, update offer evaluation spreadsheet. TC to Georges at GAP re: potential liquidator. Prepare and send interim invoice for steel to Kimco. Email to Bruce at Infinity Assets re: asset inspection. TC from CRA Jason re: trust exam. Email to Dorothy re: Trust exam. Complete GST10 form and fax to CRA.
12-12-2018	Loiselle, Stanley	1.50	Review revised offer from Kimco Steel and forward to RBC, Emails to and from Kimco re sale of steel inventory, TC and emails liquidators re proposals for liquidation of assets, Emails re occupation rent, Other related matters
12-13-2018	Hébert, Normand	11.75	Travel to Alexandria and supervise the delivery of steel to the buyer.

12-13-2018	Loiselle, Mathieu	1.75	Review emails on Kimco offer to buy steel inventory. Emails to and from Bruce re: amount owing on plasma. Emails to and from Dorothy re: ROE and T4 information. Scan and file CRA notice of cancellation for RT account. Emails to and from Dorothy re: WEPP. Various correspondence with Marylin re: update on WEPP. File info for T4s.
12-13-2018	Loiselle, Stanley	0.50	Review and approve pmt of occupation rent for December 2018, Emails to and from Kevin Laplante re sea can in Etobicoke
12-14-2018	Hébert, Normand	12.00	Travel to Alexandria and supervise the delivery of steel to the buyer.
12-14-2018	Loiselle, Mathieu	2.50	TC from Domson re: crane inspection timeline. TC from Bruce @ Infinity re: proposal. Email to Cosimo at C3 re: proposal. Review Infinity proposal and update offer evaluation sheet. Review file with Stan, TC to Bruce @ Infinity re: proposal fee clarifications. TC from Cosimo @ C3 to discuss items with liens. Cancel cheque requisition for rent to Laplante.
12-14-2018	Loiselle, Stanley	2.25	TC Infinity Assets re liquidation proposal and costs, TC and email RBC and legal counsel re Kimco and liquidation proposals, Emails to and from Platinum re liquidation proposal, TC and emails Kimco and legal counsel re extension to consider revised purchase offer, Other related matters
12-14-2018	Valiante, Marilyn	0.50	Modification des montants dus pour 3 employés, réception de tous les RE de l'entreprise
12-17-2018	Hébert, Normand	11.00	Travel to Alexandria and supervise the delivery to the buyer.
12-17-2018	Loiselle, Mathieu	1.50	Email to Kevin re: steel inventory delays. Prepare cheque requisitions for rent, employee hours and expenses; send to accounting. Review Cosimo's proposal and update offer spreadsheet.
12-17-2018	Loiselle, Stanley	1.50	Review liquidation offer from Crescent and Platinum, Emails to and from Andre Ducasse re: various matters
12-17-2018	Valiante, Marilyn	1.00	Inscrire chacun des employés dans IPS
12-18-2018	Hébert, Normand	11.50	Travel to Alexandria and supervise the delivery to the buyer.
12-18-2018	Loiselle, Mathieu	3.00	Add info for Platinum proposal to offer sheet, send to Stan. Prepare final review of offer scenarios. Emails to and from Cosimo re: update on proposal. TC to and from Dorothy re: Eastlink Internet service. TC to and from Eastlink re: possibility of service guarantee and to reconnect service. TC to Norm re: provide hotspot for Dorothy. Review email from Rosen's lawyer re: extension.
12-18-2018	Loiselle, Stanley	1.75	Review comparative analysis of offers and forward to RBC and legal counsel, Emails and TC Andre Ducasse re: offers and other matters, Emails to and from legal counsel for Kimco re: offer and other matters, Other related matters
12-18-2018	Valiante, Marilyn	0.75	Modifier le tableau PPS afin de pouvoir fusionner le sommaire et le formulaire PDR selon les chiffres adéquats.
12-19-2018	Hébert, Normand	11.50	Travel to Alexandria and supervise the delivery to the buyer.
12-19-2018	Loiselle, Mathieu	1.00	Email to and from WEB GRI to publish receivership documents to website. Attend TC with Wuji and Andre re: discussing offers and proposals.

12-19-2018	Loiselle, Stanley	1.75	Emails Pallet Valo re status of receivership and claim by Canam, Conference call with RBC and legal counsel re offers for equipment and other matters, TC and Emails Kevin Laplante re loading steel for Kimco and other matters, Other related matters
12-19-2018	Valiante, Marilyn	0.75	Préparation des formulaires de PDR pour les employés ayant des pension non-payés. Impression et rédaction d'une lettre explicative
12-20-2018	Loiselle, Mathieu	5.25	On site to oversee loading of steel inventory. TC from employee re: WEPP package. Go through mail.
12-20-2018	Loiselle, Stanley	1.75	Emails to and from legal counsel for Kimco re request for information, Review revised purchase offer from Kimco and emails to and from legal counsel, Meeting with Kevin Laplante re loading of steel sold to Kimco and other matters, Email BDC re December 2018 occupation rent, Other related matters
12-20-2018	Séguin, Rachel	4.00	Envoi de l'information pour la PPS aux employés Inscription des employés à la PPS
12-20-2018	Valiante, Marilyn	1.50	Impression de tous les documents PPS Explication à Rachel pour l'inscription des employés sur le site en ligne Inscription du syndic en ligne
12-21-2018	Loiselle, Mathieu	1.75	Emails to and from Dorothy re: packing slips for loads. Prepare cheque deposit. Package load lists together and draft final invoice to Kimco. Send to Stan for review. Email to Gregg re: invoices and payment. Correspondence with Dorothy re: copy AR list. Email follow up with Kevin re: seacan at Dymon.
12-21-2018	Loiselle, Stanley	2.25	Emails and TC to and from Andre Ducasse re: Kimco revised offer and other matters, Telephone calls with RBC and legal counsel, Emails to and from Gregg Rosen re steel inventory and purchaser offer, Review final invoice to Kimco re sale of steel inventory, Email Karen Perron (BLG) re seacan at Dymon job site, Emails liquidator re: extension for acceptance of liquidation proposal; Other related matters.
12-29-2018	Accounting	4.25	Processing deposits and cheques, bank reconciliation
1-3-2019	Loiselle, Stanley	1.50	Emails to and from liquidators, Review file and instructions on drafting Receiver's first report to court to approve sale of assets; Emails to and from legal counsel
1-3-2019	Loiselle, Mathieu	4.00	TC to and from employees. Email to Wells Fargo re: court approval for sale of assets. Prepare cheque reqs for employee pays. TC to Marilyn and Julie at Service Canada re: WEPP info missing. Review emails from Stan re: first report, and continue draft of report. Emails to and from Gregg re: payment of steel invoices.
1-3-2019	Rondeau, Catherine	0.25	Traiter PDR employés
1-3-2019	Valiante, Marilyn	1.00	Colloquer les PDR employés Communication avec Mathieu Loiselle Service Canada Ré-inscription du syndic au PPS

1-4-2019	Loiselle, Mathieu	4.50	TC to Raynald at Red-D-Arc re: 2 welders on rental. Emails to Kevin re: welder location. Check equipment list for welders. TC to and from employee re: WEPP. Complete draft of receiver's report; print for review with Stan. TC to Fair N Fast to get copy of invoices for shipments. Emails to and from Raynald re: info on welders.
1-4-2019	Valiante, Marilyn	0.75	Discussion avec employés sur instructions PPS
	Total:	<u>279.50</u>	

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

LAPLANTE WELDING OF CORNWALL INC

Respondent

**AFFIDAVIT OF ROXANNE CHAPMAN
(sworn on January 16, 2019)**

I, Roxanne Chapman, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

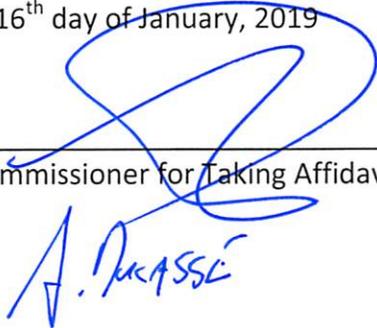
1. I am a legal assistant with the law firm of Soloway Wright LLP (“SW”), the lawyers for the Applicant, Royal Bank of Canada (“RBC”) and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Attached hereto as **Exhibit “A”** are true copies of the invoices issued by SW for fees and disbursements incurred in the course of the within proceeding for the period November 29, 2018 to January 15, 2019 (privileged docket entries redacted).
3. Attached hereto as **Exhibit “B”** is a schedule summarizing each invoice in **Exhibit “A”**, by fees, disbursements and HST.

4. The rates charged by SW throughout the course of these proceedings are comparable to the rates charged by other law firms in the Ottawa market for the provision of similar services.

5. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Applicant's counsel.

SWORN BEFORE me at the City of Ottawa in)
the Province of Ontario)
this 16th day of January, 2019)

_____)
A Commissioner for Taking Affidavits, etc.)

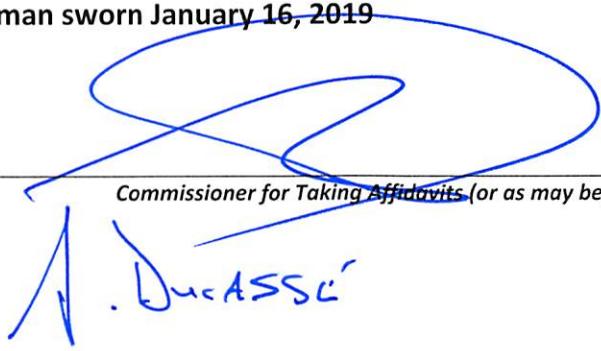


A. PUCASSE



_____)
ROXANNE CHAPMAN

This is Exhibit "A" referred to in the Affidavit of Roxanne Chapman sworn January 16, 2019



Commissioner for Taking Affidavits (or as may be)

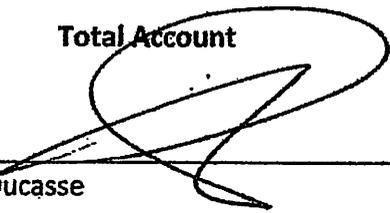
A. DUCASSI

December 6, 2018
Our File # 50028-01072
Invoice # 296870
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: LAPLANTE WELDING OF CORNWALL INC.

Our Fee Herein		\$ 4,921.00
Less Courtesy Discount		- \$ 121.00
Net Fee Herein		\$ 4,800.00
Total Disbursements		\$ 499.00
HST on Fees - 13.00%	\$ 624.00	
HST on Disbursements - 13.00%	<u>\$ 16.89</u>	
Total Taxes		<u>\$ 640.89</u>
Total Account		<u>\$ 5,939.89</u>



André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT,
INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR
DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Invoice #: 296870
 LAPLANTE WELDING OF CORNWALL INC.

December 6, 2018

Date	Attv	Description of Services Rendered	Hours
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11/29/18	AD	[REDACTED] telephone attendance with S. Loiselle re: receivership; [REDACTED] correspondence to opposing counsel re: same; instructions to clerk re: same.	.70
11/30/18	AD	Telephone call with S. Loiselle re: recent developments and advice re: same; various emails from and to S. Loiselle and counsel for Dymon re: recovery of assets/inventory; various emails from and to S. Loiselle re: recent developments and next steps.	.70
12/03/18	AD	Correspondence from S. Loiselle re: notice of occupancy rent from counsel for BDC; telephone attendance with S. Loiselle re: same and issues pertaining thereto.	.40
12/04/18	AD	Telephone attendance with J. Haralovich re: potential offer to purchase assets and terms thereof.	.20

Total Hours: 14.50

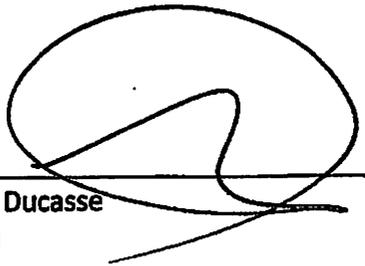
Our Fee Herein: \$ 4,800.00

January 9, 2019
Our File # 50028-01072
Invoice # 298555
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: LAPLANTE WELDING OF CORNWALL INC.

Our Fee Herein	\$ 2,730.00
Total Disbursements	\$.00
HST on Fees - 13.00%	\$ 354.90
Total Taxes	<u>\$ 354.90</u>
Total Account	<u>\$ 3,084.90</u>



André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT,
INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR
DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Wajahat Mahmood
Royal Bank of Canada
20 King Street West, 2nd Floor
Toronto, ON M5H 1C4

January 9, 2019
Our File # 50028-01072
Invoice # 298555
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: LAPLANTE WELDING OF CORNWALL INC.

FEES

Date	Atty	Description of Services Rendered	Hours
12/05/18	AD	Telephone attendance with S. Loiselle re: recent developments re: receivership and potential offer; correspondence from S. Loiselle re: same.	.30
12/05/18	AD	Various emails from S. Loiselle re: offer to purchase and reviewing same.	.20
12/06/18	AD	[REDACTED]	.10
12/07/18	AD	Various emails from S. Loiselle re: offer to purchase assets and reviewing documents re: same; correspondence from S. Loiselle re: occupancy rent; telephone attendances with S. Loiselle re: foregoing and next steps.	.50
12/10/18	AD	[REDACTED]	.50
12/12/18	AD	Various correspondence from S. Loiselle and purchaser's counsel re: revised offer and reviewing same.	.20
12/14/18	AD	Telephone call with [REDACTED] re: ongoing receivership and bankruptcy proceedings; calls and emails with S. Loiselle re: offers and advice re: same; correspondence from opposing counsel re: offers [REDACTED]	.80
12/17/18	AD	Telephone attendance with debtor's counsel re: offer and issues re: receivership proceedings	.30
12/17/18	AD	Correspondence from and to S. Loiselle re: liquidator proposal and reviewing same.	.20

Invoice #: 298555
 LAPLANTE WELDING OF CORNWALL INC.

January 9, 2019

Date	Atty	Description of Services Rendered	Hours
12/17/18	AD	Further correspondence from and to S. Loiselle re: liquidator proposal and reviewing same.	.20
12/18/18	AD	Various emails and telephone attendances with S. Loiselle re: liquidation proposals and reviewing same and analysis of same [REDACTED]	.60
12/19/18	AD	Calls with S. Loiselle re: proposals and Laplante offer; telephone call with and emails from and to debtor's counsel re: same; teleconferences with W. Mahmood and S. Loiselle re: proposals and offers; email from purchaser's counsel re: offer.	1.20
12/20/18	AD	Telephone call with debtor's counsel re: Bank's position with respect to various proposals and next steps [REDACTED] Loiselle re: same; emails from purchaser's counsel re: purchase terms and email to and from S. Loiselle re: same.	.70
12/21/18	AD	Reviewing transaction terms and emails to and from S. Loiselle re: same; telephone calls with debtor's counsel re: same [REDACTED] S. Loiselle re: draft purchase terms and assignment of guarantees; email to debtor's counsel re: same.	1.40
12/21/18	AD	Various further emails from purchaser's counsel re: terms of purchase; emails from and to S. Loiselle re: same [REDACTED] S. Loiselle re: same and next steps.	.60

Total Hours: 7.80

Our Fee Herein: \$ 2,730.00

HST on Fees - 13.00% \$ 354.90

Total Taxes \$ 354.90

Total Account \$ 3,084.90

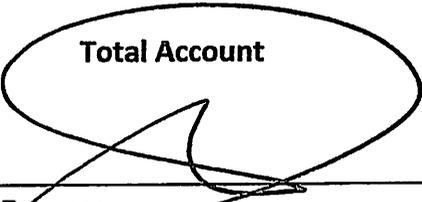
THIS IS OUR ACCOUNT

January 16, 2019
Our File # 50028-01072
Invoice # 298955
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: LAPLANTE WELDING OF CORNWALL INC.

Our Fee Herein	\$ 3,990.00
Total Disbursements	\$.00
HST on Fees - 13.00%	\$ 518.70
Total Taxes	<u>\$ 518.70</u>
Total Account	<u>\$ 4,508.70</u>



Andre Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT,
INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR
DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

January 16, 2019
Our File # 50028-01072
Invoice # 298955
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: LAPLANTE WELDING OF CORNWALL INC.

FEES

Date	Atty	Description of Services Rendered	Hours
1/03/19	AD	Reviewing various emails from and to S. Loiselle, Kimco Steel and liquidator re: status of offers, auction and next steps; various emails from and to S. Loiselle re: same.	.40
1/04/19	AD	[REDACTED]	.20
1/07/19	AD	Correspondence from and to S. Loiselle re: approval motion.	.20
1/08/19	AD	Various emails from and to and telephone attendance S. Loiselle re: Court report, Court attendance, auction of equipment and equipment with no equity; reviewing and revising Receiver's report to the Court; correspondence to S. Loiselle re: same.	3.10
1/09/19	AD	Various emails from and to S. Loiselle and auctioneer re: auction agreement and issues re: same; reviewing secured lessor claims and documents of National Leasing and Wells Fargo; correspondence to S. Loiselle re: same.	1.80
1/10/19	AD	Reviewing auction agreement and making notes re: same; correspondence to and from S. Loiselle re: same.	.80
1/11/19	AD	[REDACTED]	.30
1/11/19	AD	Emails from and to receiver re: vetting of lease claims; reviewing various lease claims and documents and making notes re: same; email to and telephone attendance with receiver re: issues re: lease claims.	2.40

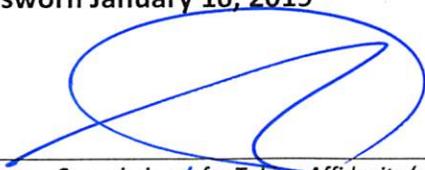
Invoice #: 298955
 LAPLANTE WELDING OF CORNWALL INC.

January 16, 2019

Date	Atty	Description of Services Rendered	Hours
1/14/19	AD	Drafting and revising vetting opinions with respect of various lease claims; correspondence to S. Loiselle re: same.	2.20
Total Hours:			11.40
Our Fee Herein:			\$ 3,990.00
HST on Fees - 13.00%		\$ 518.70	
Total Taxes			\$ 518.70
Total Account			<u>\$ 4,508.70</u>

THIS IS OUR ACCOUNT

This is Exhibit "B" referred to in the Affidavit of Roxanne Chapman sworn January 16, 2019



Commissioner for Taking Affidavits (or as may be)

A. DUCASSE

Invoice Date	Fees	Disbursements	HST	Total
December 6, 2018	\$700.00	\$499.00	\$107.39	\$1,306.89
January 9, 2019	\$2,730.00	\$0.00	\$354.90	\$3,084.90
January 16, 2019	\$3,990.00	\$0.00	\$518.70	\$4,508.70
TOTAL	\$7,420.00	\$499.00	\$981.49	\$8,900.49