



**FOR BLM DECK DIVISION  
APPLICATION and AGREEMENT**

(if granted credit) for

**CREDIT WITH THE BLM DECK DIVISION**

And/or any company James D McConnell has interest/ownership in.

120 McBrine Drive

Kitchener, On N2R 1E7

Phone: 1-519-748-9880

Please fax back to: 1-800-358-0407

LEGAL COMPANY NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ EMERGENCY CONTACT NAME & NUMBER: \_\_\_\_\_

COMPANY PRESIDENT: \_\_\_\_\_

A/P CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

YEARS IN BUSINESS: \_\_\_\_\_ AT PRESENT LOCATION: \_\_\_\_\_

IS THIS COMPANY: CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  INDIVIDUAL

BANK NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

PC: \_\_\_\_\_ PHONE: \_\_\_\_\_

**CARRIER REFERENCES (MINIMUM OF 3)**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Ph# \_\_\_\_\_ Fax \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Ph# \_\_\_\_\_ Fax \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Ph# \_\_\_\_\_ Fax \_\_\_\_\_

**TERMS AND CONDITIONS:**

The rates quoted you either verbally or in writing are based on the following payment terms and conditions. If payment in full is not made within 30 days of the date invoiced, representing the pickup date, it is understood and agreed by you, that you will pay interest on overdue items at a rate of 2% per month (24% per annum), and expenses incurred by THE BLM GROUP INC., and/or any company James D. McConnell has interest/ownership in. Including all legal fees, in the collection of any and all funds past due. These provisions shall apply to all past, present and future invoices submitted. These rates quoted are for standard transport of goods at a value of \$2.00 CDN per pound and are never all-inclusive. Accessorial charges will be billed as per terms and conditions of your rate proposal. Monies will also be charged for any other unforeseen costs or expenses associated with completing your shipment incurred by the carrier which are not accounted for or disclosed of in writing when negotiating rate. ie: lumper (labour) charges, gate access fees, redirection or redelivery costs. No other agreements/contracts will discount any and all terms and conditions agreed to herein.

I, the undersigned, represent myself as an authorized officer of the company seeking credit facilities and have read and understood the above noted terms and conditions. I agree to the terms and conditions noted above.

Per: \_\_\_\_\_ (LEGAL NAME OF COMPANY)

Dated: \_\_\_\_\_

(I HAVE AUTHORITY TO BIND THE CORPORATION)

**BAIRD MACGREGOR**  
**INSURANCE BROKERS LP**



July 5, 2010

**TO WHOM IT MAY CONCERN**

This is to confirm that, the insurance policies below are in force for the specific term indicated.

**Insured:**

BLM Deck Division Inc.  
120 McBrine Drive  
Kitchener, Ontario N2R 1E7

**Effective Date:** July 8, 2010      **Expiry Date:** July 8, 2011

**Insurance Company:** Zurich Insurance Company Ltd  
**Automobile Policy Number:** TPP 9801333  
Third Party Liability \$2,000,000.00  
Bodily Injury & Property Damage Inclusive Limit \$2,000,000.00  
Basic Accident Benefits - Included  
All Perils Deductible per Occurrence \$100,000.00 Tractors/ /Trailers

**Insurance Company:** Zurich Insurance Company Ltd  
**Commercial General Liability Policy Number:** TPP 9801333  
Comprehensive General Liability Limit \$2,000,000.00  
Property Damage Deductible \$10,000.00  
Non-Owned Automobile Liability \$2,000,000.00

**Insurance Company:** Zurich Insurance Company Ltd  
**Motor Truck Cargo Policy Number:** TPP 9801333  
Motor Truck Cargo Legal Liability Limit \$100,000.00 Vehicle/Terminal  
Deductible \$100,000.00  
Reefer Breakdown Inclusive

**Maximum per Occurrence Deductible \$100,000.00 Tractor/ /Trailer/ Cargo / Commercial General Liability**

**Endorsements:**

OPCF5 Permission to Rent or Lease  
OPCF20 Coverage for Transportation Replacement; \$3,000 Limit; applies to all units  
OPCF21A Monthly Reporting Blanket Fleet Endorsement  
OPCF27B Legal Liability for Non Owned Auto \$100,000 limit applicable to Heavy commercial vehicles;  
subject to \$100,000 deductible - \$35,000 limit applicable to trailers; subject to \$100,000  
deductible  
OPCF40 Fire and theft Deductible applies to all units

**Fleet Insurance Package-**

All Vehicles owned, operated or leased by the Named Insured

I trust all is in order.

Should you require confirmation of coverage, please direct all queries to the writer for issuance of a Certificate of Insurance.

Yours truly,

Lisa Gardaflo  
LG/mw



**EMPIRE HOUSE**



200 Front Street West Telephone:  
Toronto ON M5V 3J1 (416) 344-1012

**Certificate of Clearance  
Certificat de décharge**

CONTRACTOR  
L'ENTREPRENEUR

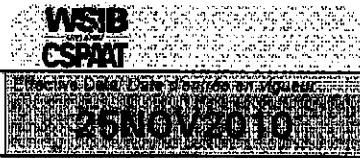
BLM DECK DIVISION INC.  
120 MCBRINE DR  
KITCHENER ON  
N2R 1E7

The Workplace Safety and Insurance Board (WSIB) hereby waives its rights under Section 141 of the Workplace Safety and Insurance Act to hold the Principal, that is in a contractual agreement with the Contractor named, liable for any Section 141 liability of the Contractor for premiums and levies of the WSIB owing now or within 60 days from the date of this Certificate.

*Par la présente, la Commission de la sécurité professionnelle et de l'assurance contre les accidents du travail (CSPAAT) renonce aux droits qui lui sont conférés en vertu de l'article 141 de la Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail et qui l'autorisent à tenir l'entrepreneur principal, qui a signé une entente contractuelle avec l'entrepreneur dont le nom figure sur le présent certificat, responsable du paiement de toute prime ou de toute somme que l'entrepreneur est tenu de verser à la CSPAAT immédiatement ou dans les 60 jours suivant la date indiquée sur ce certificat.*

THIS CERTIFICATE IS VALID FOR ALL CONTRACTS OF THE NAMED CONTRACTOR DURING THE EFFECTIVE PERIOD

LE PRESENT CERTIFICAT EST VALIDE POUR TOUS LES CONTRATS PASSES PAR LEDIT ENTREPRENEUR PENDANT LA PERIODE D'APPLICATION DU CERTIFICAT



Account No./N° de compte <b>8729298</b>	Firm No./N° d'entreprise <b>632792</b>	Effective Date/Date d'application <b>20 NOV 2010</b>
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Valid only when signed by an authorized Officer at the WSIB.  
*Non valide sans la signature d'un agent autorisé de la CSPAAT.*

Rate/Taux	Description	Rate/Taux	Description
4561000	GENERAL FREIGHT TR		

Contract Description/Description du contrat

Certificate No./N° de certificat  
**204333463**

Contact the WSIB if you question the validity of this document.  
*Veuillez communiquer avec la CSPAAT si vous doutez de la validité du présent document.*

15197489109

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

Department of the Treasury  
Internal Revenue Service

▶ **Section references are to the Internal Revenue Code.** ▶ See separate instructions.  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary W-8IMY

**Note:** See instructions for additional exceptions.

### Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner BLM Deck Division		2 Country of incorporation or organization Canada
3 Type of beneficial owner: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation		
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. 120 McBrine Drive City or town, state or province. Include postal code where appropriate. Kitchener, ON N2R 1E7		
		Country (do not abbreviate) Canada
5 Mailing address (if different from above) same as above City or town, state or province. Include postal code where appropriate.		
		Country (do not abbreviate)
6 U.S. taxpayer identification number, if required (see instructions) 98-0136927		7 Foreign tax identifying number, if any (optional)
		<input type="checkbox"/> SSN or ITIN <input checked="" type="checkbox"/> EIN
8 Reference number(s) (see instructions)		

### Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

a  The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.

b  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article VIII of the treaty identified on line 9a above to claim a 0 % rate of withholding on (specify type of income): Motor Carrier profits  
 Explain the reasons the beneficial owner meets the terms of the treaty article: The filer is a Canadian carrier providing transportation goods from points in Canada to destinations in the United States and vice versa.

### Part III Notional Principal Contracts

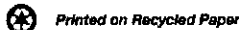
11  I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

### Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
  - The beneficial owner is not a U.S. person.
  - The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
  - For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ [Signature] 01-04-2011 Financial Controller  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner)    Date (MM-DD-YYYY)    Capacity in which acting



Name and Mailing Address / Nom et adresse postale

M DECK DIVISION INC.  
0 MCBRINE DRIVE  
TCHENER ON N2R 1E7

The CVOR Certificate or a true copy must be surrendered on demand of a police officer. Not to do so is an offence.

Le certificat d'immatriculation UVU ou une copie conforme de celui-ci doit être présenté à l'agent de police qui en fait la demande. Quiconque ne respecte pas cette directive commet une infraction.



00433760

Detach here / Détachez ici

Ontario

Province of Ontario

Province de l'Ontario

issued pursuant to the Highway Traffic Act / Délivré en vertu du Code de la route

Commercial Vehicle Operator's Registration Certificate  
Certificat d'immatriculation d'utilisateur de véhicule utilitaire

Commercial Vehicle Operator's  
Registration No. 134-267-719  
d'immatriculation d'utilisateur  
véhicule utilitaire  
Name / Nom

M DECK DIVISION INC.

This certificate or a true copy must be carried in each commercial motor vehicle being operated under the Commercial Vehicle Operator's Registration.

For replacement, correction or information change, complete and submit a new CVOR application form to: Ministry of Transportation, Carrier Sanctions & Investigation Office, 301 St. Paul St., 3rd floor, St. Catharines, On L2R 7R4.

Ce certificat ou une copie conforme doit se trouver dans chaque véhicule utilitaire exploité sous couvert de l'immatriculation d'utilisateur de véhicule utilitaire.

Pour faire remplacement votre certificat ou pour y apporter des corrections, complétez et envoyez un nouveau formulaire de demande d'immatriculation d'utilisateur de véhicule utilitaire au : Ministère des Transports, Bureau des sanctions et des enquêtes concernant les transporteurs, 301, rue St. Paul, 3<sup>e</sup> étage, St. Catharines (Ontario) L2R 7R4.

Office / Bureau	Issue Date / Date de délivrance Y/A M D/J	Minister of Transportation Ministre des Transports
060-H	09 10 27	

H-123 06-02

00433760



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
November 5, 2009

**DECISION**  
MC-374635  
APACHE INC.  
KITCHENER, ON  
**REENTITLED**  
BLM DECK DIVISION INC.

F10 # 98 0234353

On October 30, 2009, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

**It is ordered:**

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as BLM DECK DIVISION INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

**Decided:** November 2, 2009  
By the Federal Motor Carrier Safety Administration

Kathy Weiner, Chief  
Information Systems Division

NCA

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved  
OMB No. 2125-0074

Issued to BLM DECK DIVISION INC. of 120 MCBRINE DR KITCHENER, ON N2R 1E7  
 Dated at SCHAUMBURG this 05 day of NOVEMBER, 2009  
 Amending Policy No. 9801333 Effective Date OCTOBER 21, 2009  
 Name of Insurance Company ZURICH AMERICAN INSURANCE COMPANY  
 Telephone Number (416) 586-6820 Countersigned by Ruth J. Brennan  
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 for each accident.  
 This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident  
 in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

<p><b>ACCIDENT</b> includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.</p> <p><b>MOTOR VEHICLE</b> means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.</p> <p><b>BODILY INJURY</b> means injury to the body, sickness, or disease to any person, including death resulting from any of these.</p> <p><b>ENVIRONMENTAL RESTORATION</b> means restitution for the</p>	<p>loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.</p> <p><b>PROPERTY DAMAGE</b> means damage to or loss of use of tangible property.</p> <p><b>PUBLIC LIABILITY</b> means liability for bodily injury, property damage, and environmental restoration.</p>
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The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgement recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgements resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

**THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.**

The limits shown in the schedule are for information purposes only.



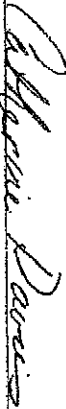
# **FAST** **THEXPRES** **Free and Secure Trade (FAST)**

I am pleased to hereby confirm that  
**BLM Deck Division Inc.**

has been a participant in the  
**Free and Secure Trade Program** since

**October 21, 2009**

and is playing a vital role in securing the Canada-US Border  
and facilitating legitimate trade.

  
Catherine Davies, A/Manager, CSA/FAST Center Unit - East  
Canada Border Services Agency



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada



U.S. Customs and  
Border Protection



The Canada Border Services Agency

is pleased to confirm that

**BMW Deck Division Inc.**

has been a participant in the

# Customs Self Assessment Program

since October 21, 2009

*Catherine Davies*

Catherine Davies, A/Manager  
Customs Self Assessment Program

April 15, 2010



Canada Border  
Services Agency

Agence des services  
frontalières du Canada

Canada