

Schedule "CC"

Genfast Manufacturing

Summary of Outstanding invoices from Strathallen Capital

Description of repair	Date of invoice	Amount of invoice	Dispute
Roof repairs	November 30, 2007	\$ 742.00	N
Rent December 23 and December 24/07	November 14, 2007	12,678.74	N
Water & Sewer Oct 30 - Nov 29/07	December 20, 2007	434.79	N
Water & Sewer Nov 30 - Dec 24/07	January 23, 2008	453.40	N
Repair leak in hot water line	December 13, 2007	785.52	N
Repair broken glass in door	December 28, 2007	189.46	N
Total		<u>15,283.91</u>	
Water & Sewer Dec 25 - Dec 31/07	January 23, 2008	126.95	Y
Water & Sewer Dec 31/07 - Jan 15/08	February 22, 2008	293.11	Y
Rent December 25 to 31/07	November 14, 2007	44,375.59	Y
Rent January 1 to 31/08	January 4, 2008	194,666.59	Y
Repair make-up air units & roof top heaters	November 30, 2007	10,293.95	Y
Repair make-up air units & roof top heaters	November 30, 2007	2,864.61	Y
Strathallen internal labour to trouble shoot & repair air make-up units and heaters	January 10, 2008	4,410.00	Y
Repairs to heating system	January 23, 2008	4,823.59	Y
Total		<u>261,854.39</u>	
Grand total		<u>\$ 277,138.30</u>	

Note: Amounts are inclusive of GST

Note: The above listing does not include any cost for the replacement of the steel walkway grip strut.

Nov. 30. 2007 6:45AM Harold & Goetz

No. 0384 P. 1
112-01



HAROLD & GOETZ
P.O. Box 543, 63 Wharfe Street
Brantford, Ontario, N3T 5N9
Phone: (519) 752-6512
Fax: (519) 752-3403



INVOICE

INVOICE DATE	INVOICE NO	PAGE
29/11/07	1765988	
CUSTOMER	CUSTOMER NO	SALESMAN
LOADING BY	CHECKED BY	DELIVERED BY

S
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Strothallen Capital Corp
2 Bloor Street West
Suite 2000
Toronto, ON M4W 3E2

S
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Re - Genfast

QUANTITY	UNIT	ITEM NUMBER	TECHNICAL FOR	UNIT PRICE	EXTENDED PRICE
		Repair 2 leaks using felt and hot asphalt, on November 27/07.			
			Material & Labour		700.00
			GST		42.00
					742.00
GST REGISTRATION #R 102280328					Sub Total
					TOTAL

RECEIVED

NOV 30 2007

CHARGE BACK
GENFAST BLDG. #5

OK FOR PAYMENT
Nov 30/07

A FINANCE CHARGE WILL BE ADDED TO YOUR ACCOUNT IF IT IS NOT PAID IN FULL BY THE 15TH OF THE MONTH FOLLOWING THE FINANCE CHARGE DATE IS 2% / MONTH CHARGED ON OVERDUE ACCOUNTS.

OWNERSHIP OF THE ABOVE MERCHANDISE REMAINS IN THE NAME OF THE VENDOR UNTIL PAYMENT IN FULL IS RECEIVED AND CHECKS CLEARED. IN THE EVENT OF DEFAULT OF ANY PAYMENT THE VENDOR SHALL HAVE THE RIGHT TO ENTER ON THE PREMISES OF THE PURCHASER TO REMOVE THE MERCHANDISE.

1. Check Your Load - No Adjustments Made if Not Called to Our Attention At Time of Delivery.
 2. A 15% Per Stacking Charge will be Made On All Merchandise Returned Per Credit.
 3. All Returns Must Be Accompanied By Your Retail Invoice.
 4. Special Orders Can Not Be Returned For Credit.
- MERCHANDISE RECEIVED COMPLETE AND IN GOOD CONDITION

X

thank you
CUSTOMER COPY

Attention: Alex McLelland

Fax 519 758-1442

BRANT TRADE & INDUSTRIAL PARK
225 HENRY STREET,
BRANTFORD, ONTARIO,
N3S 7R4.

TEL: (519) 758-2125
FAX: (519) 758-1442



STRATHALLEN
CAPITAL CORP
BRANT BUSINESS PARK

INVOICE NO. 2007-093

VIA FAX: 1-905-523-2200

TO: KPMG INC. RECEIVER FOR
GENFAST MANUFACTURING COMPANY
P.O. BOX 1690,
BRANTFORD, ONTARIO,
N3T 5V7.

DATE: DECEMBER 20, 2007

TERMS: DUE UPON RECEIPT

GST NO.: 82877 0271

ATTENTION: MR. BRAD NEWTON

RE: BRANT TRADE & INDUSTRIAL PARK
225 HENRY STREET, BUILDING NO. 5

UTILITY CHARGES - P.O. #DD213367

WATER & SEWER CHARGES:

OCT. 30/07 - NOV. 29/07

MINIMUM WATER & SEWER CHARGE - \$ 410.18

TOTAL UTILITY CHARGES: - \$ 410.18

G.S.T.: - 24.61

TOTAL BALANCE DUE: - \$ 434.79
=====

PLEASE SUBMIT PAYMENT TO: STRATHALLEN CAPITAL CORP., 2 BLOOR ST W., SUITE 2000,
TORONTO, ONTARIO; M4W 3E2.

PLEASE DIRECT ANY INQUIRIES TO ALEX MCLELLAN @ (519) 758-2125

BRANT TRADE & INDUSTRIAL PARK
225 HENRY STREET,
BRANTFORD, ONTARIO,
N3S 7R4.



STRATHALLEN CAPITAL CORP
BRANT BUSINESS PARK

TEL: (519) 758-2125
FAX: (519) 758-1442

INVOICE NO. 2008 - 005

VIA FAX: 1-905 523-2200

TO: KPMG INC. RECEIVER FOR
GENFAST MANUFACTURING COMPANY
P.O. BOX 1690,
BRANTFORD, ONTARIO,
N3T 5V7.

DATE: JANUARY 23, 2008

TERMS: DUE UPON RECEIPT

GST NO.: 82877 0271

ATTENTION: MR. BRAD NEWTON

RE: BRANT TRADE & INDUSTRIAL PARK
225 HENRY STREET, BUILDING NO. 5

UTILITY CHARGES - P.O. #DD213367

WATER & SEWER CHARGES:

NOV. 29/07 - DEC.31/07

MINIMUM WATER & SEWER CHARGE - \$ 552.71

TOTAL UTILITY CHARGES: - \$ 552.71

G.S.T.: - 27.64

TOTAL BALANCE DUE: - \$ 580.35
=====

PLEASE SUBMIT PAYMENT TO: STRATHALLEN CAPITAL CORP., 2 BLOOR ST W., SUITE 2000,
TORONTO, ONTARIO, M4W 3E2.

PLEASE DIRECT ANY INQUIRIES TO ALEX MCLELLAN @ (519) 758-2125

116-07

BRANEIDA MECHANICAL

SERVICE LTD.

BRANT TRADE & INDUSTRIAL CENTRE,
225 HENRY ST.,
BRANTFORD, ON.,
N3S 7R4

DEC 13/07

JOB LOCATION: GENFAST

INVOICE:# 14702

JOB DESCRIPTION: TO REPAIR LEAK IN HOT WATER LINE AND REPAIRED TOILETS.

1-COPPER 45	\$2.18
2 COPPER COUPLINGS	\$3.64
1-COPPER PIPE "L"	\$4.12
1- TFS	\$1.98
1-MP#903	\$13.82
1- TEC HANDLE CAGE	\$43.82
1 LABOUR 8.5 HRS	\$671.50
	<hr/>
GST	\$741.06
	\$ 44.46
	<hr/>
	\$785.52
	<hr/>

114 EASTON ROAD, BRANTFORD, ONTARIO N3P 1J5
TEL.: (519) 756-6900 • FAX: (519) 756-6908

FAXED TO Gloria 758-1442 126-07

49 COLBORNE ST. W.

PHONE 752-5434-5

FAX 752-1430

W.J. **McCLELLAND** & SONS LTD.
GLASS

GLASS FOR EVERY NEED

BRANTFORD, ONT. N3T 1K6 Dec 19 07

NAME Brant Trade

ADDRESS 225 Henry

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Genfast Building		
	225 - Henry		
	measure & replace broken		
	GPW to steel door		
	approx 24x24		
			178 74
1	24x36 GPW		
	440 tape		
	to steel		
GST REGISTRATION NO R105720510		GST	10 72
RECEIVED ABOVE IN GOOD ORDER		PST	
BY <u>F36453</u>		TOTAL	189 46

Net 30 days. Interest charged on overdue accounts 2% per month

C No # 0371

RECEIVED

JAN 2 2008

C/HG BACK
GENFAST

BRANT TRADE & INDUSTRIAL PARK
225 HENRY STREET,
BRANTFORD, ONTARIO,
N3S 7R4.

TEL: (519) 758-2125
FAX: (519) 758-1442



STRATHALLEN CAPITAL CORP
BRANT BUSINESS PARK

INVOICE NO. 2008 - 013

VIA FAX: 1-905-523-2200

TO: KPMG INC. RECEIVER FOR
GENFAST MANUFACTURING COMPANY
P.O. BOX 1690,
BRANTFORD, ONTARIO,
N3T 5V7.

ATTENTION: MR. BRAD NEWTON

RE: BRANT TRADE & INDUSTRIAL PARK
225 HENRY STREET, BUILDING NO. 5

UTILITY CHARGES - P.O. #DD213367

DATE: FEBRUARY 22, 2008

TERMS: DUE UPON RECEIPT

GST NO.: 82877 0271

WATER & SEWER CHARGES:

DEC.31/07 - JAN. 15/08

WATER & SEWER CHARGE - 15 DAYS - \$ 279.15

TOTAL UTILITY CHARGES: - \$ 279.15

G.S.T.: - 13.96

TOTAL BALANCE DUE: - \$ 293.11
=====

PLEASE SUBMIT PAYMENT TO: STRATHALLEN CAPITAL CORP, 2 BLOOR ST W., SUITE 2000,
TORONTO, ONTARIO, M4W 3E2.

PLEASE DIRECT ANY INQUIRIES TO ALEX MCLELLAN @ (519) 758-2125

BRANEIDA MECHANICAL

109-07

SERVICE LTD.

BRANT TRADE & INDUSTRIAL PARK,
225 HENRY ST.,
BRANTFORD, ON.,
N3S 7R4

NOV 27/07

JOB LOC: GENFAST

INVOICE:#14603

JOB DESCRIPTION: TO REPAIR MAKE UP AIR UNITS AND ROOFTOP UNITS.

8 EA- B90 BELTS	
1 EA- V9055A 2" VALVE BODY	\$288.16
1 EA- V9055A ACTUATOR	\$912.18
1 PKG- GREASE PLUGS	\$2302.35
1 EA- V9055A 3" VALVE BODY	\$190.08
12 EA- SVX1400 BELTS	\$1386.74
1 EA- MAXITROL MRA 212E REGULATOR	\$1362.24
10 EA- PLUGS	\$1347.84
2 EA- LEAK LIMITERS	\$93.40
9 EA- 16202 FILTERS	\$13.60
	\$76.68
LABOUR: 22HRS	
	\$1738.00
GST	\$9711.27
	\$582.68
	\$10293.95

114 EASTON ROAD, BRANTFORD, ONTARIO N3P 1J5
TEL.: (519) 756-6900 • FAX: (519) 756-6908

BRANEIDA MECHANICAL

SERVICE LTD.

NOV 27/07

BRANT TRADE & INDUSTRIAL PARK,
225 HENRY ST.,
BRANTFORD, ON.,
N3S 7R4

JOB LOC: GENFAST

INVOICE:#14613

JOB DESCRIPTION: TO REPAIR EXHAUST SYSTEM.

MATERIAL \$78.61

LABOUR \$1066.50

TOTAL \$1145.11

GST \$68.71

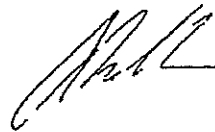
\$1213.82

CHARGE BACK.

GENFAST BLDG#5

OK FOR PAYMENT

Nov. 27/07



RECEIVED

NOV 27 2007

114 EASTON ROAD, BRANTFORD, ONTARIO N3P 1J5
TEL.: (519) 756-6900 • FAX: (519) 756-6908

BRANEIDA MECHANICAL

BRANEIDA MECHANICAL SERVICE LTD
114 EASTON ROAD
BRANTFORD, ONTARIO N3P 1J5

SERVICE LTD.
Invoice #: 00014651

Invoice Date: 12/31/07

Sold To: BRANTT
BRANT TRADE & IND. CENTRE
225 HENRY STREET
BRANTFORD, ON N3S 7R4

Call# : 014651
Ship To: BRANTT 0001 BRAN
BRANT TRADE & IND. CENTRE
225 HENRY STREET
BRANTFORD, ON N3S 7R4

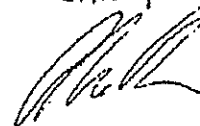
	Billable Amt
Material	1963.31
Labor	2587.25
Sub Total	4550.56
G.S.T.	273.03
Gross Amount	4823.59
TOTAL AMOUNT DUE	4823.59

*Building #5
HEAT REPAIRS*

RECEIVED

JAN 17 2008

OK FOR PAYMENT
JAN 18/08



PLEASE
FOR THE
PLEASE

114 EASTON ROAD, BRANTFORD, ONTARIO N3P 1J5 TEL.: (519) 756-6900 • FAX: (519) 756-6908

TERMS: NET 30 DAYS. 2% SERVICE CHARGE PER MONTH (26.82% PER ANNUM) ON OVERDUE ACCOUNTS. MINIMUM SERVICE CHARGE 1 Hour.

BRANEIDA MECHANICAL

BRANEIDA MECHANICAL SERVICE LT
 114 EASTON ROAD
 BRANTFORD, ONTARIO N3P 1J5

SERVICE LTD.
 Invoice #: 00014651

Invoice Date: 12/31/07

Sold To: BRANTT
 BRANT TRADE & IND. CENTRE
 225 HENRY STREET
 BRANTFORD, ON N3S 7R4

Call# : 014651
 Ship To: BRANTT 0001 BRAN
 BRANT TRADE & IND. CENTRE
 225 HENRY STREET
 BRANTFORD, ON N3S 7R4

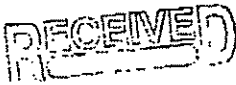
WORK: JOB LOC: GENFAST CONTINUATION OF SERVICE CARD ON
 HEATING REPAIRS #14603

Date	Hours	Labor Description	Rate	Amount
12/04/07	2.50	Darrick A Davidson	79.00	197.50
12/05/07	5.50	Darrick A Davidson	79.00	434.50
12/07/07	1.00	Darrick A Davidson	79.00	79.00
12/10/07	5.50	Darrick A Davidson	79.00	434.50
12/10/07	3.75	Glenn H. Brown	79.00	296.25
12/11/07	6.50	Darrick A Davidson	79.00	513.50
12/17/07	7.00	Darrick A Davidson	79.00	553.00
12/20/07	1.00	Darrick A Davidson	79.00	79.00

Labor Totals 2587.25

Date	Quant Used	Material Description	Unit Price	Amount
12/07/07	1.00	MAXITROL REG.	1275.88800	1275.89
12/07/07	1.00	GREASE STICKS	190.08000	190.08
12/07/07	1.00	POWER VENTER	257.76000	257.76
12/07/07	1.00	MISC DOPE/HARDWARE	8.28800	8.29
12/07/07	2.00	LEAK LIMITERS	6.80000	13.60
12/07/07	1.00	STORN COLLAR	25.92000	25.92
12/07/07	1.00	SMOKE PIPE	33.30000	33.30
12/07/07	1.00	RAIN CAP	49.85600	49.86
12/07/07	2.00	H91	36.49600	72.99
12/07/07	2.00	A47	17.80800	35.62

Material Totals 1963.31



Cont. Invoiced...
 114 EASTON ROAD, BRANTFORD, ONTARIO N3P 1J5 TEL.: (519) 756-6900 • FAX: (519) 756-6908
 TERMS: Net 30 days, 2% service charge per month (26.82% per annum) on overdue accounts. MINIMUM SERVICE CHARGE 1 Hour.
 GST 10062 4428 RT0001

Schedule "DD"

Genfast Manufacturing Company Summary of amounts owing by the Receiver to Strathallen

<u>Description</u>	<u>Amount</u>	
Rent - Dec 23 & 24/07	\$ 12,678.74	
Roof repairs	742.00	
Water & Sewer Oct 30 - Nov 29/07	434.79	
Repair leak in hot water line	785.52	
Repair broken glass in door	189.46	
Water & Sewer Nov 30 - Dec 24/07	453.40	
		\$ 15,283.91
<u>Deficiencies to be rectified by the Receiver</u>		
Portable office	2,000.00	
Emptying sump pump in storage room	-	
Removal of exterior canvass structure	-	
Removal of wooden pallets	-	
Removal of oil remaining in furnace pipes	2,500.00	
		\$ 4,500.00
Total estimated maximum cost		\$ 4,500.00
Total		\$ 19,783.91

Deficiencies to be rectified by Maynards through the Receiver

General clean up *
Receiving tank and air compressor
Damage to overhead cranes

* - including removal of waste inside and outside of the building, removal of bolts in the floor, capping of wires and conduits, etc.

Note: Amounts are inclusive of GST

Schedule "EE"

Genfast Manufacturing Company

Summary of amounts owing by Maynards to the Receiver

<u>Description</u>	<u>Amount</u>	
Occupancy costs		
Rent - Dec 23 & 24/07	\$12,678.74	
Hydro - Dec 23 & 24/07	1,583.95	
Gas - Dec 23 & 24/07	2,042.23	
Security - Dec 23 & 24/07	1,272.00	
Total occupancy costs		\$ 17,576.92
Receiver's professional fees		
Receiver's fees	43,052.50	
Legal fees	55,845.70	
Total Receiver's professional fees		98,898.20
Environmental clean up costs		11,120.79
Fire system deactivation costs		1,479.76
Heating system repairs		11,796.77
Grand Total		<u><u>\$ 140,872.44</u></u>

Maynards Deficiencies

General clean up *

Receiving tank and air compressor

Damage to overhead cranes

* - including removal of waste inside and outside of the building, removal of bolts in the floor, capping of wires and conduits, etc.

Note: Amounts are inclusive of GST

Note: If it is found that the Receiver owes any additional amounts to the Landlord for rent, utilities and certain damages/repairs, then the Receiver will claim these amounts against Maynards in addition to the amounts noted above.

Note: Professional fees don't include the costs of preparing for and filing this motion.

Schedule "FF"

Genfast Manufacturing Company

Summary of amounts owing by Strathallen to the Receiver

<u>Description</u>	<u>Amount</u>
Hydro December 25/07 to January 16/08	\$ 13,977.12
Gas December 25/07 to January 16/08	23,172.21
Insurance December 25/07 to January 16/08	1,203.27
Security December 25/07 to January 16/08	<u>19,385.93</u>
Total	<u>\$ 57,738.53</u>

Note: Strathallen also owes the Receiver an accounting for the rent deposit of \$210,000

Note: Amounts are inclusive of GST

Schedule "GG"

TERMS OF SETTLEMENT

The undersigned, PricewaterhouseCoopers Inc. (the "Pension Administrator"), in its capacity as the administrator of Genfast Manufacturing Company's ("Genfast") Bargaining Unit Pension Plan for Members of the United Steelworkers of America and its Retirement Plan for Salaried Employees and the Superintendent of Financial Services ("FSCO"), confirm the terms of settlement with respect to claims by each of the Pension Administrator and FSCO dated June 8, 2007 (the "Disputed Pension Claims") for unpaid pension contributions which were disallowed by KPMG Inc. in its capacity as receiver of the property, assets and undertaking of Genfast (the "Receiver").

The undersigned confirm that, upon receipt by the Pension Administrator of \$87,500.00, the Pension Administrator and FSCO will release the Receiver, the Trustee in the Bankruptcy of Genfast (the "Trustee") and Genfast's former directors and officers from any and all claims that the Pension Administrator and FSCO were entitled to bring against the Directors' Charge, as set out at paragraphs 21-23 of the Initial Order of Campbell J., dated March 8, 2007 (the "Initial Order") and paragraphs 22-24 of the Order of Campbell J. dated April 5, 2007, the Disputed Pension Claims Reserve (as defined in the Order of Campbell J., dated July 25, 2007), and the CCAA Payables Reserve (as defined in the Order of Campbell J., dated January 16, 2008 (collectively the "Reserve Funds").

We confirm that the Pension Administrator and FSCO will not bring any claims against anyone for a claim that would entitle him or her to claim over against the Reserve Funds, including Genfast's former directors and officers, and this letter can be used as a full and complete defence to any such claims. For clarity, the Receiver and the Trustee are released from any and all claims and liability with respect to the Disputed Pension Claims while the Pension Administrator and FSCO reserve all rights and remedies against the former directors and officers of Genfast for matters not covered by the Reserve Funds, including but not limited to, claims for breach of fiduciary duty, gross negligence and wilful misconduct, as set out at paragraph 21 of the Initial Order.

It is understood that the above settlement terms and payment of the funds described above are all subject to Court approval and that as part of the required Court approval, the Pension Administrator and FSCO will consent to the dismissal of the Disputed Pension Claims.

EXECUTED AT Mississauga, Ontario, this 26th day of June, 2007.

PricewaterhouseCoopers Inc., in its capacity as the administrator of Genfast Manufacturing Company's Bargaining Unit Pension Plan for Members of the United Steelworkers of America and its Retirement Plan for Salaried Employees

Name: *A. Kautsch*
Senior Vice-President
"I HAVE AUTHORITY TO BIND THE ADMINISTRATOR"

GOODMANS\5607302.2

David Gordon

Superintendent of Financial Services

Name: *K. David Gordon*
Deputy Superintendent, Pensions
"I HAVE AUTHORITY TO BIND THE SUPERINTENDENT"