

No. S128887 Vancouver Registry

Tercon Investments Ltd. et al

NINTH REPORT OF THE RECEIVER

September 3, 2013

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF AN APPLICATION PURSUANT TO
SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c.B-3, AS AMENDED and SECTION 39 OF THE *LAW AND EQUITY ACT*,
R.S.B.C. 1996 C.253, AS AMENDED

BETWEEN:

DUMAS HOLDINGS INC.

Petitioner

**TERCON INVESTMENTS LTD., TERCON A.C. LTD.,
TERCON EQUIPMENT LTD., TERCON CONSTRUCTION LTD.,
TERCON MINING LTD., TERCON ENTERPRISES LTD.,
TERCON MRC LIMITED, FNP VENTURES INC., TERCON MINING PV LTD.,
TERCON EQUIPMENT ALASKA PARTNERSHIP; AND
TERCON ALASKA LTD.**

Respondents

**NINTH REPORT TO THE COURT SUBMITTED BY
FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**

INTRODUCTION

1. On December 14, 2012 (the “**Date of Appointment**”), FTI Consulting Canada Inc. was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Tercon Investments Ltd., Tercon A.C. Ltd., Tercon Equipment Ltd., Tercon Construction Ltd., Tercon Mining Ltd., Tercon Enterprises

Ltd., Tercon MRC Limited, FNP Ventures Inc., Tercon Mining PV Ltd., Tercon Equipment Alaska Partnership and Tercon Alaska Ltd. (collectively, “**Tercon**” or the “**Company**”) pursuant to the order of Mr. Justice Sewell (the “**Receivership Order**”) granted upon the petition of Dumas Holdings Inc. (“**DHI**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act R.S.C. 1985 c. B-3 as amended* (the “**BIA**”) and section 39 of the *Law and Equity Act R.S.B.C 1996 c. 253, as amended*.

2. As described in the First Report, the Asset Purchase and Sale Agreement dated as of December 21, 2012, was entered into, subject to Court approval, between the Receiver as Vendor and Ritchie Bros. Auctioneers (Canada) Ltd. (“**RB Canada**”) and Ritchie Bros. Auctioneers (America) Inc. (“**RB America**”, RB Canada and RB America together being “**Ritchie Bros**”) as Purchasers (the “**APA**”) with respect to the Equipment and Miscellaneous Property of Tercon (as such terms are defined in the APA).
3. On January 15, 2013, Mr. Justice Sewell granted an Order (the “**Approval and Vesting Order**”) *inter alia* approving the APA and the Return Protocol, as defined in the First Report.
4. On January 21, 2013, Mr. Justice Sewell granted the following Orders:
 - (i) An Order, *inter alia*, providing for the setting up of certain reserves by the Receiver from proceeds of realization and authorizing the distribution of funds in excess of the reserves to HSBC (the “**Distribution Order**”; and
 - (ii) An Order, *inter alia*, authorizing and directing the Receiver, unless otherwise agreed with HSBC and DHI, to file assignments in bankruptcy for and on behalf of each of the Tercon companies and providing for the co-ordination of the Receivership Proceedings and the bankruptcy proceedings (the “**Bankruptcy Co-Ordination Order**”).

5. On February 28, 2013, Mr. Justice Sewell granted an Order, *inter alia*, authorizing FTI Consulting Canada Inc., in its capacity as receiver of Tercon Construction Ltd. to issue and file an application for a Bankruptcy Order against Tercon Equipment Ltd. (the “**Tercon Bankruptcy Application Order**”).
6. On March 21, 2013, Mr. Justice Sewell granted an order approving a procedure for the submission, evaluation and adjudication of claims against Tercon or against the bonds issued by Trisura Guarantee Insurance Company (“**Trisura**”) in relation to certain Tercon projects (the “**Claims Procedure Order**”).
7. To date, the Receiver has filed eight reports on various aspects of the Receivership. Each of the reports, and the orders made in the Receivership proceedings are posted on the Receiver’s website at <http://cfcanada.fticonsulting.com/tercon>.
8. The purpose of this, the Receiver’s Ninth Report, is to inform the Court on the following:
 - (i) The status of various aspects of the Receivership Proceedings; and
 - (ii) Receipts and disbursements for the period December 14, 2012 to August 26, 2013;

And to request the granting by this Honourable Court of an Order:

- (i) Amending various paragraphs of Orders previously issued in the Receivership Proceedings to remove or replace references to HSBC;
- (ii) Declaring that certain claims filed with the Receiver in accordance with the Claims Procedure Order constitute trust claims under the *Builders Lien Act SBC 1997 C.45* (the “**BLA**”);
- (iii) Declaring that the claims paid by and assigned to Trisura constitute trust claims under the BLA;

- (iv) Declaring that other claims filed with the Receiver do not constitute trust claims under the BLA;
- (v) Authorizing the Receiver to pay valid trust claims;
- (vi) Authorizing the Receiver to pay to Trisura the amount of valid trust claims paid by and assigned to Trisura once sufficient funds have been collected from the MOT Projects;
- (vii) Amending the Claims Procedure Order to exclude the Teck Receipts (defined below) from the definition of Bonded Project Funds set out in the Claims Procedure Order;
- (viii) Releasing the balance of the Lien and Trust Reserve, if any, to be dealt with in accordance with the provisions of the Distribution Order, as amended; and
- (ix) Authorizing the payment by the Receiver of certain claims of former employees of Tercon from the amounts collected by the Receiver.

TERMS OF REFERENCE

9. In preparing this report, the Receiver has relied upon unaudited financial information, other information available to the Receiver and, where appropriate, Tercon's books and records and discussions with various parties (collectively, the "**Information**").
10. Except as described in this Report:
 - (i) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook;

- (ii) The Receiver has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook;
- 11. Future oriented financial information reported or relied on in preparing this report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
- 12. The Receiver has prepared this Report in connection with the motion described in the Receiver's Notice of Application dated August 29, 2013, returnable September 12, 2013. The Report should not be relied on for other purposes.
- 13. The information and advice described in this Report as being provided to the Receiver by its counsel, Borden Ladner Gervais LLP (the "**Receiver's Canadian Counsel**") and The Law Office of Cabot Christianson, P.C. (the "**Receiver's US Counsel**") and, together with Receiver's Canadian Counsel, the "**Receiver's Counsel**") has been provided to the Receiver to assist it in considering its course of action and is not intended as legal or other advice to, and may not be relied upon by, any other stakeholder.
- 14. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined are as defined in the Receivership Order, other Order's granted in the Receivership Proceedings or in the Receiver's previous Reports.

STATUS OF OUTSTANDING MATTERS

- 15. The following significant matters remain to be completed in the Receivership Proceedings:
 - (i) Filing of certain statutory returns and collection of sales tax refunds;

- (ii) Agreement on terms of termination of the MoT contracts and conditions for release of the MoT Bonds;
- (iii) Completion of matters relating to the AC&T Limited Partnership and Tahltan-Tercon Limited Partnership, non-filing debtors that are being administered by the Receiver pursuant to the terms of the Receivership Order, the partnership agreements and relevant management agreements;
- (iv) Final determination of certain claims pursuant to the Claims Procedure Order;
- (v) Distributions to creditors in accordance with their legal priorities; and
- (vi) Completion of Ch.15 Proceedings.

RECEIPTS & DISBURSEMENTS FOR THE PERIOD ENDED AUGUST 26, 2013

16. Receipts and disbursements from the Date of Appointment to August 26, 2013 are summarized as follows:

	CAD\$	US\$
Receipts:		
Cash Transferred from Tercon	1,056,094	389,712
Accounts Receivable Collections	1,453,909	2,711,101
Other Collections	65,016	14,550
Sales Taxes	601,870	0
Net Proceeds from Equipment Sale	11,208,200	0
Net Proceeds from Other Assets Sales	985,506	16,277
Interest	39,605	34
Transfer Between CAD and US Accounts	2,500,000	0
Total Receipts	17,910,200	3,131,674
Disbursements:		
Independent Contractor Payments	645,873	0
Demobilization Costs	544,947	218,660
Office	196,275	1,625
Other Operating	40,618	105
Equipment Buy-Outs	168,548	148,990
Legal and Professional Fees	2,454,090	90,414
Sales Taxes	416,397	3,803
Transfer Between CAD and US Accounts	0	2,439,024
Total Disbursements	4,466,748	2,902,621
Excess/(Shortfall)	13,443,452	229,053
Distributions to Secured Creditors	(9,500,000)	0
Balance	3,943,452	229,053

AMENDMENT OF ORDERS

17. On May 23, 2013, HSBC delivered to the Receiver a Confirmation and Waiver (the “**HSBC Payout Notice**”) stating that HSBC:

“(i) confirms that all indebtedness owing by Dumas Holdings Inc. to the Agent and the Lenders pursuant to the Credit Agreement has been repaid or otherwise satisfied in full, and that all guarantees and security executed in favour of the Agent by each of Tercon Investments Ltd., Tercon Equipment Ltd., Tercon Construction Ltd., Tercon Alaska Ltd., Tercon Equipment Alaska Partnership and Tercon A. C. Ltd. have been released and terminated;

(ii) consents to the Receiver seeking, if the Receiver considers it necessary or appropriate, an order of the Court to amend any order made in the Receivership Proceedings that requires, as a pre-condition to any matter, the prior (written) consent, agreement or authorization of the Agent (the "Consent Requirement"), such that all Consent Requirements shall be deleted, *nunc pro tunc*, to the date set out below (the "Consent Amendment"); and

(iii) confirms that, until such time as any Consent Amendment is issued by the Court, this Confirmation and Waiver can be used by the Receiver to notify the Court that the Consent Requirement is satisfied in each case where there is a Consent Requirement.”

18. As a result of the payment of the HSBC indebtedness as described in the HSBC Payout Notice DHI is now subrogated to the rights of HSBC and pursuant to section 2 of the *Mercantile Law Amendment Act R.S.O. 1990 c.M.10*, DHI is entitled to an assignment of all of the security held by the Agent.
19. The Receiver now considers it appropriate to seek an Order of the Court amending the provisions of Orders previously made in the Receivership Proceedings to eliminate the requirement to obtain the prior consent, agreement or authorization of the Agent including, without limitation:
 - (i) eliminating the requirement to obtain the prior written consent of the Agent set out in paragraphs 3(h), 3(m)(i), 3(m)(ii) and 22 of the Receivership Order;
 - (ii) deleting paragraphs 27 and 28 of the Receivership Order;

- (iii) substituting DHI (on account of its claims, including its subrogated or assigned claims) for the Agent in paragraphs 5, 6 and 23 of the Distribution Order;
- (iv) deleting the second reference to the Agent in paragraphs 17 and 18 of the Distribution Order;
- (v) deleting the reference to the Agent in paragraphs 20 and 31 of the Distribution Order; and
- (vi) substituting DHI (on account of its claims, including its subrogated or assigned claims) for the Agent in paragraph 2 of the Order of the Court dated April 11, 2013.

REQUEST FOR AUTHORIZATION TO DISBURSE FROM RESERVES

20. Paragraphs 20 and 21 of the Receiver's First Report state:

“20. The Receiver requested that the Receiver's Counsel conduct a security review of the security granted by Tercon to HSBC and to DHI. In connection therewith, the Receiver's Canadian Counsel has rendered an opinion for the provinces of British Columbia and Alberta that the security granted by Tercon to each of HSBC and DHI is valid, perfected and enforceable. The Receiver notes that the opinion provided by the Receiver's Counsel is subject to standard assumptions, qualifications and limitations contained in opinions issued in insolvency proceedings

21. In addition, the Receiver's US Counsel has reviewed the security granted by Tercon Equipment Alaska Partnership and Tercon Alaska Ltd. ("**Tercon Alaska**") to HSBC and has confirmed to the Receiver that the said security is properly registered under the Uniform Commercial Code ("**UCC**") in the State of Alaska."

21. At paragraph 30 of its First Report, the Receiver reported that:

"As noted in the Chambers Affidavit, the Receiver expects that there will be a shortfall on the secured indebtedness owing by Tercon to the primary secured lenders and that there will be no monies available to unsecured creditors of Tercon."

22. The Receiver's expectation remains unchanged that there will be no monies available for unsecured creditors of Tercon.

23. The Distribution Order created various reserves as follows:

- (i) The Equipment Lien Reserve;
- (ii) The Priority Claims Reserve;
- (iii) The APA Reserve;
- (iv) The Bonded Project Reserve;
- (v) The Lien and Trust Reserve;
- (vi) The Possessory Claim Reserve;
- (vii) The Receivership Reserve; and
- (viii) The TEAP Reserve.

24. The Distribution Order authorizes the Receiver, in the circumstances set out in the Distribution Order, to make payments from the Equipment Lien Reserve, the Priority Claims Reserve, the APA Reserve, the Possessory Claim Reserve and the Receivership Reserve. Pursuant to the Distribution Order, no disbursements may be made from the Bonded Project Reserve, the Lien and Trust Reserve or the TEAP Reserve without further Order of the Court on notice to all affected parties.
25. On April 11, 2013, Mr. Justice Sewell granted an Order, *inter alia*, authorizing the Receiver to make disbursements from the TEAP Reserve (the “**TEAP Order**”).
26. All known claims against the Priority Claims Reserve, the APA Reserve, the Possessory Claim Reserve and the TEAP Reserve have now been finally disposed of and all valid known claims against those reserves have been paid in accordance with the provisions of the Distribution Order and the TEAP Order.
27. With respect to the Equipment Lien Reserve, one additional claim in the amount of \$1,461.02 will be paid once the Receiver has obtained an executed release from the lien claimant. The validity of the lien purporting to secure the claim of Integrated Distribution Systems LP o/a Wajax Industries (“**Wajax**”) in the amount of \$77,455.00 was disallowed by the Receiver in accordance with the provisions of the Claims Procedure Order. The disallowance of the lien was not disputed by Wajax and, accordingly, the lien claim is now finally determined and Wajax has no claim against the Equipment Lien Reserve. The validity and priority of the lien claims of Construction Machinery, Inc. (“**CMI**”) in the aggregate amount of US\$326,263.50 (the “**CMI Lien Claim**”) have not yet been finally determined as the period within which CMI may dispute the Receiver’s Notice of Disallowance has not yet expired. The Receiver will therefore continue to maintain a reserve for the amount of the CMI Lien Claim pending final determination in accordance with the provisions of the Claims Procedure Order.

28. The Receiver now seeks authorization to make disbursements on account of valid claims against the Lien and Trust Reserve and valid claims against the Bonded Project Reserve.
29. Accounts receivable relating to Tercon construction improvement projects in British Columbia and Alaska have been collected by the Receiver. Tercon did not have construction improvement project accounts receivable arising in other jurisdictions.
30. Section 10(1) of the BLA (“**S.10 BLA**”) states:

“Money received by a contractor or subcontractor on account of the price of the contract or subcontract constitutes a trust fund for the benefit of persons engaged in connection with the improvement by that contractor or subcontractor and the contractor or subcontractor is the trustee of the fund.”
31. The Receiver’s Canadian Counsel has advised the Receiver that S.10 BLA applies to those parties that supplied goods or services for the improvement of the construction-site.
32. The Receiver has been advised by the Receiver’s US Counsel that there are no comparable trust provisions relating to construction projects under Alaska law.
33. The Receiver, in consultation with the Receiver’s Canadian Counsel has reviewed Claims filed under the Claims Procedure Order and has concluded that the Claims listed in Appendix A constitute valid trust claims in respect of funds recovered by the Receiver relating to the MoT Wall Project, the MoT JUVIS Project and the Teck Project pursuant to S.10 BLA (the “**Valid Trust Claims**”).
34. In addition, the Receiver has concluded that the Claims listed in Appendix A would constitute valid trust claims in respect of funds recovered by the Receiver relating

to the Red Chris Project. However, liens were registered in respect of these claims. The Receiver has utilized proceeds from the Red Chris Project to pay the lien claims and the liens have been released and discharged. Accordingly, there are no amounts outstanding that would be subject to the trust provisions of S.10 BLA.

35. The Receiver has concluded that the Claims listed in Appendix B do not constitute valid trust claims pursuant to S.10 BLA (the “**Non-Trust Claims**”). The reasons for the Receiver’s conclusion in respect of these claims are shown in Appendix B and are summarized below:

- (i) Certain claims relate to work that was not performed on a British Columbia construction site and the BLA therefore does not apply;
- (ii) Certain claims relate to work that was not directly related to improvements on a British Columbia construction site and S.10 BLA therefore does not apply; and
- (iii) Certain claims relate to interest or lease deficiencies which are not directly related to improvements on a British Columbia construction site and S.10 BLA therefore does not apply;

(collectively, the “**Non-Improvement Claims**”);

- (iv) a claim was made by Fossil EPC Ltd. for \$140,000.00 (the “**Fossil Claim**”) in respect of a project in Alberta that was completed by AC&T Limited Partnership, a partnership not subject to the Receivership Order (the “**AC&T Project**”). The Receiver and Fossil have agreed to deal with the adjudication of the Fossil Claim using a parallel (though separate) process to that of the Claims Procedure Order, inclusive of any and all rights of appeal and judicial review that would be applicable under the Claims Procedure and that any valid Fossil Claim will be paid with project funds from the AC&T Project. In any event, the Claim is also an Extra-Provincial Claim; and

- (v) a claim was made by Terra Firma Equipment Sales for \$16,924.12 in respect of the AC&T Project (the “**Terra Firma Claim**”). In any event, the Terra Firma Claim is also an Extra-Provincial Claim.
36. Various claims were made under the Trisura Bonds and have been paid by Trisura, or the Receiver understands will be paid once the assignments contemplated by the Receiver-Trisura Protocol have been received (the “**Trisura Bond Claims**”). The Trisura Bond Claims are listed in Appendix C. The Receiver has concluded that the Trisura Bond Claims constitute valid trust claims.
37. For each of the projects in respect of which there are Valid Trust Claims and/or Trisura Bond Claims, other than the MoT Bearing Project, the amount collected by the Receiver exceeds the aggregate of the Valid Trust Claims and the Trisura Bond Claims related to that project.
38. The Trisura Bond Claims relating to the MoT Bearing Project cover, in the Receiver’s view, all potentially valid trust claims relating to the MoT Bearing Project of which the Receiver is aware. The total of Trisura Bond Claims related to the MoT Bearing Project exceeds the amount collected to date by the Receiver in respect of the MoT Bearing Project. The Receiver understands that Trisura takes the position that its right of subrogation (to the position of the MOT) allows for the assertion of a right of setoff by the MOT against funds payable to Tercon in relation to Trisura Bond Claims that have been paid out by Trisura on other MOT projects and an obligation, on the part of MOT, to reimburse Trisura for any Trisura Bond Claims. In addition, Trisura holds an indemnity from DHI. The Receiver discussed the matter with DHI and DHI has informed the Receiver that it does not wish the Receiver to challenge Trisura’s position with regards to reimbursement. Given that DHI holds the ranking secured claims, no other creditor is affected by this issue.
39. Accordingly, the Receiver now seeks an Order (the “**Trust Order**”):

- (i) Declaring that the Valid Trust Claims constitute trust claims under the BLA;
- (ii) Declaring that the Trisura Bond Claims paid by and assigned to Trisura constitute trust claims under the BLA;
- (iii) Declaring that the Non-Trust Claims do not constitute trust claims under the BLA;
- (iv) Authorizing the Receiver to pay the Valid Trust Claims;
- (v) Authorizing the Receiver to pay to Trisura the amount of the Trisura Bond Claims paid by and assigned to Trisura once the Receiver has collected sufficient funds from the MOT Projects; and
- (vi) Releasing the balance of the Lien and Trust Reserve, if any, to be dealt with in accordance with the provisions of the Distribution Order, as amended.

REQUEST FOR ORDER IN RESPECT OF CLEAN-UP PROJECT FUNDS

40. Paragraph 43 of the Claims Procedure Order states:

“Subject to further order of the Court, the Bonded Project Funds shall be held by the Receiver pending the occurrence of the earlier of: (i) the surrender to Trisura of the Performance Bonds by the MOT; (ii) a release of all claims against the Performance Bonds by the MOT; or (iii) the expiration of the period for claims against the Performance Bonds, with no claims having been asserted against the Performance Bonds during such period. Notwithstanding the foregoing, the Receiver is authorized to pay: (i) the reasonable legal fees and disbursements of Trisura in connection with the Receivership Proceedings; and (ii) with

the consent of Trisura or an Order authorizing such payment(s), any Allowed Claim on a Trisura Bonded Project, from any Bonded Project Funds in the Receiver's possession.”

41. The “Bonded Project Funds” are defined in paragraph 41 of the Claims Procedure Order as “any funds paid to the Receiver that relate to Trisura Bonded Projects”.
42. Pursuant to the definition at paragraph 1(ss) of the Claims Procedure Order, the Trisura Bonded Projects include the Clean-Up Project.
43. The “Performance Bonds” as defined at paragraph 1(ee) of the Claims Procedure Order do not include the environmental bond relating to the Clean-Up Project.
44. The Receiver has collected \$111,356.33 in respect of the Clean-Up Project (the “**Teck Receipts**”). Pursuant to paragraph 41 of the Claims Procedure Order, these funds constitute Bonded Project Funds. The mechanics for the release of Bonded Project Funds articulated in paragraph 43 of the Claims Procedure Order do not reference, include or relate in any way to the Clean-Up Project.
45. By letter dated December 19, 2012, Trisura provided Teck sixty days written notice of cancellation of the Clean-Up Project Bond as provided for under the terms of the Clean-Up Project Bond. Teck responded by letter dated February 13, 2013 and confirmed Teck's interpretation and understanding that pursuant to the Clean-Up Project Bond, Teck could commence a suit or claim against Trisura within the six month period following receipt of the notice, being June 19, 2013.
46. The Receiver is not aware of any claim having been filed under the Clean-Up Project Bond.
47. In the Receiver's view, there is now no rationale for the Teck Receipts continuing to be subject to the provisions of paragraphs 41 and 43 of the Claims Procedure Order.

48. Accordingly, the Receiver now seeks an Order amending the Claims Procedure Order to exclude the Teck Receipts from the definition of Bonded Project Funds.

REQUEST FOR ORDER IN RESPECT OF EMPLOYEE CLAIMS

49. Section 81.4(1) of the BIA states:

“81.4(1) The claim of a clerk, servant, travelling salesperson, labourer or worker who is owed wages, salaries, commissions or compensation by a person who is subject to a receivership for services rendered during the six months before the first day on which there was a receiver in relation to the person is secured, as of that day, to the extent of \$2,000 — less any amount paid for those services by a receiver or trustee — by security on the person’s current assets that are in the possession or under the control of the receiver.”

50. Section 81.4(4) of the BIA states:

“(4) A security under this section ranks above every other claim, right, charge or security against the person’s current assets — regardless of when that other claim, right, charge or security arose — except rights under sections 81.1 and 81.2.”

51. Pursuant to section 81.4(6) of the BIA, no officer or director of the person who is subject to a receivership is entitled to have a claim secured under section 81.4.

52. Furthermore, pursuant to section 81.4(7) of the BIA, a person who was not dealing at arm’s length in respect of a transaction with a person who is subject to a receivership is not entitled to have a claim in respect of that transaction secured under section 81.4 unless, in the opinion of the receiver, having regard to the

circumstances it is reasonable to conclude that they would have entered into a substantially similar transaction if they had been dealing with each other at arm's length.

53. The Receiver has determined that claims filed by 27 former employees of Tercon Construction Limited (“**TCL**”) would, in its view, be secured pursuant to section 81.4 of the BIA (the “**Secured TCL Employee Claims**”). The aggregate amount of the Secured TCL Employee Claims, having regard to the statutory limit of \$2,000, is \$13,183.26. In order to protect the privacy of the former employees, the Receiver has not attached a schedule of the Secured TCL Employee Claims to this report but can provide such a schedule if so requested by the Court.
54. In addition, the Receiver has determined that claims filed by 23 former employees of Tercon MRC Limited (“**MRC**”) would, in its view, have been secured pursuant to section 81.4 of the BIA (the “**Secured MRC Employee Claims**”) if not for the fact that MRC has no realizable current assets. The aggregate amount of the Secured MRC Employee Claims, having regard to the statutory limit of \$2,000, is \$38,638.44. In order to protect the privacy of the former employees, the Receiver has not attached a schedule of the Secured MRC Employee Claims to this report but can provide such a schedule if so requested by the Court.
55. In order to enable the equal treatment of all former employees of Tercon, regardless of which corporate entity was the actual employer, DHI has agreed that the Secured MRC Employee Claims may be paid in priority to the secured claims of DHI. As previously reported, DHI will suffer a shortfall on its secured claims and, accordingly, no other creditor is adversely impacted by the payment of the Secured MRC Employee Claims.
56. Accordingly, the Receiver now seeks an Order authorizing the payment of the Secured TCL Employee Claims and the Secured MRC Employee Claims.

The Receiver respectfully submits to the Court this, its Ninth Report.

Dated this 3rd day of September, 2013.

FTI Consulting Canada Inc.
in its capacity as receiver of
Tercon Investments Ltd., Tercon A.C. Ltd., Tercon Equipment Ltd., Tercon
Construction Ltd., Tercon Mining Ltd., Tercon Enterprises Ltd., Tercon
MRC Limited, FNP Ventures Inc., Tercon Mining PV Ltd.,
Tercon Equipment Alaska Partnership and Tercon Alaska Ltd.
and not in its personal or corporate capacity



Nigel D. Meakin
Senior Managing Director



Jett Rosenberg
Managing Director

Appendix A

The Valid Trust Claims

FTI Consulting Canada Inc.

Tercon - Trust Claims

#	Company Name	Submitted Claim Amount	Agreed Claim Amount	Difference	Notes	Claimant Indicated Trust Claim (Yes/No)
1	Columbia Extreme Contracting Ltd.	\$ 2,741.76	\$ 2,741.76	\$ -	Direct work on Juvis job site.	No
2	Corvidae Environmental Consulting Inc.	\$ 19,481.62	\$ 19,481.62	\$ -	Direct work on Juvis job site.	No
3	Flatiron Constructors Canada Limited	\$ 9,278.33	\$ 9,278.33	\$ -	Material supplied to the Juvis job site.	No
4	Inprotect Systems	\$ 446.21	\$ 446.21	\$ -	Service to improve the Juvis job site.	No
5	United Rentals of Canada Inc.	\$ 11,755.76	\$ 11,755.76	\$ -	Rental equipment used specifically for the Juvis job site.	No
6	Mounce Construction Ltd.	\$ 8,400.00	\$ 8,400.00	\$ -	Direct work on the Juvis job site.	No
7	6993567 Canada Inc. dba Quality Seed West	\$ 1,016.24	\$ 1,016.24	\$ -	Direct work on the Juvis job site.	No
	TOTAL MOT - JUVIS TRUST CLAIM	\$ 53,119.92	\$ 53,119.92	\$ -		
1	Apex Landscaping	\$ 856.80	\$ 856.80	\$ -	Direct work on the Wall job site.	No
2	Uniwid Drilling Co. Ltd.	\$ 31,225.04	\$ 31,225.04	\$ -	Direct work on the Wall job site.	No
	TOTAL MOT - WALL TRUST CLAIM	\$ 32,081.84	\$ 32,081.84	\$ -		
1	Garrett Ready Mix Ltd.	\$ 14,784.00	\$ 14,784.00	\$ -	Material supplied on the job site at Fording River.	No
2	Guardian First Aid Service Ltd.	\$ 22,626.58	\$ 22,626.58	\$ -	Contracting services provided directly to the job for site improvements.	No
3	High Standard Contracting Inc.	\$ 3,060.78	\$ 3,060.78	\$ -	Contracting services provided directly to the job for site improvements.	No
4	Mcnair Contracting Ltd.	\$ 6,858.88	\$ 6,858.88	\$ -	Contracting services provided directly to the job for site improvements at Elkford.	No
5	Flameguard Safety Services Ltd.	\$ 2,184.09	\$ 2,184.09	\$ -	Inspection services on the job site.	No
6	North Central Rental & Leasing LLC	\$ 78,900.05	\$ 78,900.05	\$ -	Equipment directly used in improving Teck mine site.	No
7	Mercier Excavating Ltd.	\$ 9,533.44	\$ 9,533.44	\$ -	Services directly used in improving the site.	No
8	Nilex Civil Environmental Group	\$ 5,644.80	\$ 5,644.80	\$ -	Material supplied in Broadie Creek, B.C. job site.	No
	TOTAL TECK TRUST CLAIM	\$ 143,592.62	\$ 143,592.62	\$ -		
1	Leaverite Drilling & Blasting Ltd.	\$ 86,937.20	\$ 86,937.20	\$ -	Lien claims on Red Chris.	No
2	Jacob Bros. Construction Ltd.	\$ 162,148.26	\$ 162,148.26	\$ -	Lien claims on Red Chris.	No
	TOTAL RED CHRIS TRUST CLAIM	\$ 249,085.46	\$ 249,085.46	\$ -		
	TOTAL TRUST CLAIMS	\$ 477,879.84	\$ 477,879.84	\$ -		

Appendix B

The Non-Trust Claims

FTI Consulting Canada Inc.
Tercon - Non-Trust Claims

#	Company Name	Submitted Claim Amount	Agreed Claim Amount	Final Amount Disallowed	Difference	Notes	Date Disallowed	Claimant Indicated Trust Claim (Yes/No)
1	Canadian Pacific Railway	\$ 1,507.86	\$ 1,507.86	\$ -	\$ -	Railway line traffic direction. Not a trust claim, service provided was not integral to the construction on the job site itself or did not provide improvement to job.		No
	TOTAL MOT - JUVIS NON TRUST CLAIM	\$ 1,507.86	\$ 1,507.86	\$ -	\$ -			
1	Twin Rivers Developments Ltd.	\$ 1,606.98	\$ 1,606.98	\$ -	\$ -	Demobilization of equipment prior to the receivership, and was not related to improvement or integral to the job process.		No
	TOTAL MOT - MOUNT HUNTER CREEK NON TRUST CLAIM	\$ 1,606.98	\$ 1,606.98	\$ -	\$ -			
1	High Country Communications	\$ 1,138.70	\$ 1,138.70	\$ -	\$ -	Rental equipment not used for improvements to the job site and not integral to the job.		No
2	Kamloops Office Systems	\$ 854.44	\$ 854.44	\$ -	\$ -	General overhead supplies and not for improvements to the Wall job.		No
3	Astral Media Inc.	\$ 291.20	\$ 291.20	\$ -	\$ -	Advertising for road closures, not directly related to work on the job site or improvements to job site.		No
4	Rogers Pass Adjustment Services Ltd. dba.DJ's Paper Place	\$ 1,122.00	\$ 1,122.00	\$ -	\$ -	General overhead supplies and not an improvement for the job.		No
5	Her Majesty the Queen in right of the Province of British Columbia	\$ 48,500.00	\$ 48,500.00	\$ -	\$ -	For retendering costs - not a trust claim.		No
	TOTAL MOT - WALL NON TRUST CLAIM	\$ 51,906.34	\$ 51,906.34	\$ -	\$ -			
1	BC Hydro	\$ 3,310.94	\$ 3,310.94	\$ -	\$ -	Utilities for the shop office on the job site related to general administration.		No
2	Gather Foods Co.(Guy Beaulieu)	\$ 1,849.52	\$ 1,849.52	\$ -	\$ -	Cleaning the shop office and not directly related to work done on the site.		No
3	Acklands - Grainger Inc.	\$ 1,426.66	\$ 1,426.66	\$ -	\$ -	General overhead supplies.		No
4	Acklands - Grainger Inc.	\$ 2,757.71	\$ 2,757.71	\$ -	\$ -	General overhead supplies.		No
5	Snow Valley Cooling and Heating Inc.	\$ 2,432.36	\$ 2,432.36	\$ -	\$ -	Work on a bulldozer and is not considered an improvement to the site.		No
6	Barrie Mackay Contracting Ltd.	\$ 27,996.45	\$ 27,996.45	\$ -	\$ -	Moving equipment to and from the job site and is not considered an improvement to the site.		No
7	Custom Landtran Carriers Inc.	\$ 63,866.25	\$ 63,866.25	\$ -	\$ -	Moving equipment to and from the job site and is not considered an improvement to the site.		No
8	Grimshaw Trucking L.P.	\$ 3,745.49	\$ 3,745.49	\$ -	\$ -	Moving equipment to and from the job site and is not considered an improvement to the site.		No
9	Inter-Rail Transport Ltd.	\$ 136,958.50	\$ 136,958.50	\$ -	\$ -	Moving equipment to and from the job site and is not considered an improvement to the site.		No
10	Rocky Mountain Diesel Ltd.	\$ (1,242.92)	\$ (1,242.92)	\$ -	\$ -	Work done on vehicles which are not direct improvements to the job site.		No
11	Rocky Mountain Diesel Ltd.	\$ 8,453.88	\$ 8,453.88	\$ -	\$ -	Work done on vehicles which are not direct improvements to the job site.		No
12	North Central Rental & Leasing LLC	\$ 4,851.00	\$ 4,851.00	\$ -	\$ -	Interest charges.		No
13	Moffatt Supply & Specialties a division of R.C. Moffat Supplies Limited	\$ 4,258.98	\$ 4,258.98	\$ -	\$ -	General supplies.		No
14	Sparwood Hose & Fittings Ltd.	\$ 637.89	\$ 637.89	\$ -	\$ -	General hoses and supplies and not specifically related to the job.		No
15	Martech Motor Windings Ltd.	\$ 1,897.75	\$ 1,897.75	\$ -	\$ -	General supplies.		No
16	Williams Scotsman of Canada	\$ 3,690.75	\$ 3,690.75	\$ -	\$ -	Portable washroom on the job site, and did not provide direct improvement to the job.		No
	TOTAL TECK NON TRUST CLAIM	\$ 266,891.21	\$ 266,891.21	\$ -	\$ -			

#	Company Name	Submitted Claim Amount	Agreed Claim Amount	Final Amount Disallowed	Difference	Notes	Date Disallowed	Claimant Indicated Trust Claim (Yes/No)
1	Dearborn Motors Ltd.	\$ 1,737.17	\$ 1,737.17	\$ -	\$ -	General repairs on pickup trucks and not related to a specific job.		No
2	Integrated Distribution Systems LP general partner of Wajax GP Trust, Wajax GP Holdco Inc. by it's lawyers Ogilvie LLP	\$ 96,290.36	\$ 96,290.36	\$ -	\$ -	Work on an engine of a vehicle not used on a specific job.	5/28/2013	No
3	Kal Tire	\$ 14,691.23	\$ 14,691.23	\$ -	\$ -	Pickup tires supplied for various vehicles used on various jobs.		No
4	Manitoulin Transport Inc.	\$ 56,937.51	\$ 56,937.51	\$ -	\$ -	Moving equipment to and from the job site and is not considered a direct improvement.		No
5	1481604 Alberta Ltd.	\$ 322,847.57	\$ -	\$ (322,847.57)	\$ -	The claim has been disputed in full since Tercon advises amounts have been paid in full.	5/17/2013	No
6	Jim Pattison Lease	\$ 81,803.64	\$ 81,803.64	\$ -	\$ -	Truck lease deficiencies and the trucks were generally used within the company.		No
7	Mangled Radiators Ltd.	\$ 3,604.44	\$ 3,604.44	\$ -	\$ -	Radiator repairs for general equipment.		No
8	Morgan Industrial Supply/dba Morgan Brake & Clutch	\$ 359.52	\$ 359.52	\$ -	\$ -	Parts/service on a truck used for general equipment.		No
9	Royal Bank of Canada	\$ 828,498.57	\$ 828,498.57	\$ -	\$ -	Lease deficiency, the claim has been rejected as a secured or trust claim. The vehicles were not used for specific jobs.	6/20/2013	No
10	Finning (Canada) a division of Finning International Inc.	\$ 263,976.24	\$ 263,976.24	\$ -	\$ -	Equipment rent for equipment not used on a specific job.		No
	TOTAL VARIOUS JOBS NON TRUST CLAIM	\$ 1,670,746.25	\$ 1,347,898.68	\$ (322,847.57)	\$ -			
1	John Deere Financial Inc.	\$ 505,173.77	\$ 402,413.87	\$ -	\$ (102,759.90)	Lease deficiency, the claim has been rejected as a secured or trust claim. The vehicles were not used for specific jobs.	6/3/2013	No
2	Lockett Wenman & Associates	\$ 8,156.21	\$ 8,156.21	\$ -	\$ -	50% commission of a tax refund filed on Tercon's behalf.		No
3	Northern Aluminum Tank Service (1999) Ltd	\$ 7,476.39	\$ 7,476.39	\$ -	\$ -	Repairs on a truck.		No
4	Overland West Freight Lines Ltd.	\$ 1,856.34	\$ 1,856.34	\$ -	\$ -	Freight charges.		No
5	Kamloops Office Systems	\$ 920.63	\$ 920.63	\$ -	\$ -	General overhead supplies.		No
6	0875258 BC LTD dba Point One Financial Solutions	\$ 4,019.40	\$ 4,019.40	\$ -	\$ -	General accounting and overhead services.		No
7	Dragonfly Consulting	\$ 2,614.50	\$ 2,614.50	\$ -	\$ -	Fees for estimation of job costing that Tercon did not win.		No
8	Christian Labour Association of Canada	\$ 2,780.58	\$ 2,780.58	\$ -	\$ -	Amounts owed to the Alberta union.		No
9	Christian Labour Association of Canada	\$ 8,969.01	\$ 8,969.01	\$ -	\$ -	Amounts owed to the Alberta union.		No
10	The Kamloops Lampost	\$ 50.40	\$ 50.40	\$ -	\$ -	Supplies of office light bulbs.		No
11	First Insurance Funding of Canada Inc.	\$ 16,924.12	\$ 16,924.12	\$ -	\$ -	Unsecured claim per settlement agreement.		No
12	ABCO Crane Services	\$ 12,589.50	\$ 12,589.50	\$ -	\$ -	Work done in Alberta and is not a trust claim.		No
	TOTAL NO JOB NON TRUST CLAIM	\$ 571,530.85	\$ 468,770.95	\$ -	\$ (102,759.90)			
1	Airport Equipment Rentals, Inc.	\$ 2,717.00	\$ 2,717.00	\$ -	\$ -	Alaskan jobs related, not a trust.		No
2	Airport Equipment Rentals, Inc.	\$ 99,915.16	\$ 99,915.16	\$ -	\$ -	Alaskan jobs related, not a trust.		No
3	Alaska Industrial Hardware, Inc.	\$ 2,383.69	\$ 2,383.69	\$ -	\$ -	Alaskan jobs related, not a trust.		No
4	Alaska Steel Co	\$ 8,840.38	\$ 8,840.38	\$ -	\$ -	Alaskan jobs related, not a trust.		No
5	Bridgestone Americas Tire Operations LLC	\$ 11,783.57	\$ 11,783.57	\$ -	\$ -	Alaskan jobs related, not a trust.		No
6	Bridgestone Americas Tire Operations LLC	\$ 89,700.00	\$ 89,700.00	\$ -	\$ -	Alaskan jobs related, not a trust.		No
7	Construction Machinery Industrial, LLC	\$ 321,695.81	\$ 321,695.81	\$ -	\$ -	Alaskan jobs related, not a trust.		No
8	Construction Machinery Industrial, LLC	\$ 26,810.95	\$ 23,866.60	\$ -	\$ (2,944.35)	Alaskan jobs related, not a trust.		No
9	Delta Industrial Services, Inc.	\$ 16,269.00	\$ 15,000.00	\$ -	\$ (1,269.00)	Alaskan jobs related, not a trust.		No
10	Pape Machinery, Inc.	\$ 105,611.86	\$ 105,611.86	\$ -	\$ -	Alaskan jobs related, not a trust.		No
11	Pape Machinery, Inc.	\$ 30,574.63	\$ 30,574.63	\$ -	\$ -	Alaskan jobs related, not a trust.		No
12	Samson Electric, Inc.	\$ 7,187.35	\$ 7,187.35	\$ -	\$ -	Alaskan jobs related, not a trust.		No
13	Uniglobe Geo Travel	\$ 1,379.37	\$ 1,379.37	\$ -	\$ -	Alaskan jobs related, not a trust.		No
14	Alaska Rubber and Rigging Inc.	\$ 14,960.43	\$ 14,960.43	\$ -	\$ -	Alaskan jobs related, not a trust.		No
15	Liberty Mutual Insurance	\$ 63,727.41	\$ 63,727.41	\$ -	\$ -	Alaskan jobs related, not a trust.		No
16	North Central Rental & Leasing LLC	\$ 624,850.00	\$ 624,850.00	\$ -	\$ -	Alaskan jobs related, not a trust.		No
	TOTAL KINROSS NON TRUST CLAIM	\$ 1,428,406.61	\$ 1,424,193.26	\$ -	\$ (4,213.35)			

#	Company Name	Submitted Claim Amount	Agreed Claim Amount	Final Amount Disallowed	Difference	Notes	Date Disallowed	Claimant Indicated Trust Claim (Yes/No)
1	Fossil EPC Ltd.	\$ 140,000.00	\$ -	\$ -	\$ (140,000.00)	Fossil to provide support for claim		No
2	Terra Firma Equipment Sales & Rentals, Inc.	\$ 27,513.57	\$ 27,513.57	\$ -	\$ -			No
	TOTAL KRUPP NON TRUST CLAIM	\$ 167,513.57	\$ 27,513.57	\$ -	\$ (140,000.00)			
1	537042 Alberta Ltd o/a Minich Oilfield Services	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -	Claim relates to Alberta jobs and are not a B.C. trust claim.		No
2	Begg Industrial Services	\$ 4,735.50	\$ 4,735.50	\$ -	\$ -	Claim relates to Alberta jobs and are not a B.C. trust claim.		No
3	Wajax Industrial Components LP	\$ 235,439.52	\$ 235,439.52	\$ -	\$ -	The claim is for Alaska and Alberta supplies and are not a B.C. trust claim.		No
	TOTAL TECK ALBERTA NON TRUST CLAIM	\$ 242,275.02	\$ 242,275.02	\$ -	\$ -			
1	Brentwood Enterprises Limited Partnership	\$ 10,080.00	\$ 10,080.00	\$ -	\$ -	Purchase by Tercon Equipment Ltd. of a bucket for general inventory.		No
2	NC Rentals Inc.	\$ 1,096.93	\$ 1,096.93	\$ -	\$ -	Rental of a heater for equipment on Red Chris site by Tercon Equipment Ltd.		No
3	Twin Rivers Developments Ltd.	\$ 64,886.08	\$ 64,886.08	\$ -	\$ -	Demobilization of equipment prior to the receivership, this was not integral to the mine site itself.		No
	TOTAL RED CHRIS NON TRUST CLAIM	\$ 76,063.01	\$ 76,063.01	\$ -	\$ -			
	TOTAL NON TRUST CLAIMS	\$ 4,478,447.70	\$ 3,908,626.88	\$ (322,847.57)	\$ (246,973.25)			

Appendix C

The Trisura Bond Claims

APPENDIX "C"

FTI Consulting Canada Inc.
Tercon - Trisura Job Bond Schedule

#	COMPANY NAME	JOB	BOND #	Agreed Bond Claim
1	Corix Utilities Inc.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 12,023.28
2	Corix Water Products LP	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 9,720.82
3	Corix Water Systems Inc.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 17,670.24
4	D.D.S. Transport Ltd./dba Kootenay Heavy Haul	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 11,233.41
5	Direct Equipment West Ltd.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 17,791.20
6	Golden Hardware & Building Supply (1983) Ltd.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 2,655.43
7	Golden Installations Ltd.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 742.45
8	Kamloops Augering & Boring Ltd.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 48,720.00
9	Kanyon Ridge Traffic Control Ltd.	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 520.80
10	Kootenay Pumping Systems (1985) Ltd	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 4,096.43
11	Weir Consolidated Ltd./dba Columbia Diesel	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 10,340.40
12	Wynkler Electric & Controls	Joint Use Inspection Stn./Juvis	VCS0700004	\$ 21,151.47
13	Golden Hardware & Building Supply (1983) Ltd.	Mount Hunter Creek Bridge Project/MOT Bearing	VCS0700006	\$ 291.19
14	Integral Engineering	Mount Hunter Creek Bridge Project/MOT Bearing	VCS0700006	\$ 11,760.00
15	Kanyon Ridge Traffic Control Ltd.	Mount Hunter Creek Bridge Project/MOT Bearing	VCS0700006	\$ 2,309.44
16	Marcon Metalfab Inc.	Mount Hunter Creek Bridge Project/MOT Bearing	VCS0700006	\$ 28,862.40
17	Western Concrete Lifters	Mount Hunter Creek Bridge Project/MOT Bearing	VCS0700006	\$ 13,097.31
18	0731865 B.C. Ltd. dba Napa Auto Parts	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 1,933.00
19	Atlantic Industries Limited	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 25,899.52
20	Baskin Associates Technical Services	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 38,335.83
21	Bill Austing dba Columbia Valley Trucking	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 5,958.40
22	Brentwood Enterprises Limited Partnership	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 86,450.62
23	D.D.S. Transport Ltd./dba Kootenay Heavy Haul	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 20,374.98
24	Dawson Construction Limited	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 1,924.61
25	Golden Hardware & Building Supply (1983) Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 9,816.65
26	Golden Installations Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 26,931.29
27	Gottler Bros. Trucking & Excavating Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 2,609.60
28	HMC Services inc.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 7,259.71
29	Jacob Bros. Construction Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 8,064.00
30	Kanyon Ridge Traffic Control Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ -
31	Kanyon Ridge Traffic Control Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 9,643.20
32	Ken Hamilton Contracting Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 38,088.57
33	Kootenay Pumping Systems (1985) Ltd	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 3,920.00
34	Ringheim & Company	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 6,149.06
35	Rosa Enterprises Inc.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 2,040.19
36	Scatcat Enterprises	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 1,036.00
37	Tri-Kon Precast Concrete Products	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 61,699.63
38	Valley Blacktop/Interoute Construction Ltd./Golden Concrete	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 104,853.79
39	VP Waste Solutions Ltd.	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 1,398.29
40	Weir Consolidated Ltd./dba Columbia Diesel	Kicking Horse Canyon/ MOT Wall	VCS1089004	\$ 44,492.15
TOTAL				\$ 721,865.36
Joint Use Inspection Stn./Juvis				\$ 156,665.93
Mount Hunter Creek Bridge Project/MOT Bearing				\$ 56,320.34
Kicking Horse Canyon/ MOT Wall				\$ 508,879.09
Total				\$ 721,865.36