

ONTARIO
SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TIMMINCO LIMITED AND
BÉCANCOUR SILICON INC.

Applicants

RESPONDING PARTY'S
MOTION RECORD
(Returnable April 27, 2012)

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Lawyers for J. Thomas Timmins

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 - E. Notice of Disclaimer
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TAB 1

Court File No. 12-CL-9539-00CL

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AFFIDAVIT OF
J. THOMAS TIMMINS

I, J. Thomas Timmins, of the Village of North Barrington, in the State of Illinois, U.S.A., MAKE OATH AND SAY:

1. I am the counterparty to an agreement made with Timminco Limited as of September 19, 1996 as amended by way of a letter agreement dated May 28, 2001 (collectively, the "**Consulting Agreement**"). As such I have personal knowledge of the matters to which I depose herein. To the extent that I do not have personal knowledge, I verily believe the information to which I depose.

Background

2. I am the former Chief Executive Officer of Timminco Limited ("**Timminco**"). I have been associated with Timminco and its predecessor companies since the late 1950's. I have broad experience in the North American and international

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metal markets having held positions in operations, sales, marketing and general management.

3. I resigned my position as Timminco's Chief Executive Officer on May 28, 2001 but remained on as a director of Timminco until mid 2007 at which time I resigned from the board of Timminco and then sold all of my remaining equity interests in Timminco.

The Consulting Agreement

4. As of September 19, 1996, Timminco entered into a consulting agreement (the "**1996 Agreement**") with me for the reasons and intent outlined in the preamble thereto:

The Consultant is an executive of the Corporation who has gained such a level of knowledge, experience and competence in the Corporation's business that it is in the Corporation's interest, following his retirement from employment, to ensure that the Corporation continues to have access to the Consultant for advice and consultation and the Corporation wishes to ensure that the Consultant shall not engage in activities which are competitive with the Corporation's business.

A copy of the 1996 Agreement is attached as Exhibit "A" hereto.

5. The "consulting period" as defined in section 1(b) of the 1996 Agreement commenced the first day of the month following my retirement and only terminates on the earlier of my death or the date specified in a notice given by Timminco as a result of a breach of my obligations under the agreement.

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6. The consulting fee in the 1996 Agreement is a monthly amount by which \$29,166.66 exceeds the monthly amount to which I was entitled under any of Timminco's pension plan or retirement plans upon my retirement.

7. My obligations under the 1996 Agreement are, whenever from time to time requested by Timminco and within the limits from time to time of my physical and other abilities, to consult with Timminco and advise Timminco on matters relating to its business and affairs.

8. Section 5 of the 1996 Agreement also contains a broad non-compete obligation and non-disclosure obligation.

9. At the time of my resignation as Timminco's Chief Executive Officer, by letter agreement dated May 28, 2001 (the "**Letter Agreement**"), section 1(a) and 4 of the 1996 Agreement were amended to fix the amount of the monthly consulting fee without further deduction to be paid on the first day of each month commencing on July 1, 2001. In all other respects, the 1996 Agreement were to remain in full force and effect.

10. The Letter Agreement also required me to execute a release and indemnity which contained an agreement to keep the terms of the release and indemnity and the terms of the settlement and the discussion leading up to it completely confidential and agree not to disclose the terms of the release and indemnity, the settlement reflected in the Letter Agreement and the discussion leading thereto to anyone other than my family and my professional, financial or legal advisors, for any reason whatsoever, except as required by law or to the extent such information is

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already in the public domain other than by reason of a breach of my obligation of confidentiality. Accordingly, I am attaching a copy of the Letter Agreement (together with the release and indemnity) as a confidential Exhibit "B" hereto. I expect that Timminco will either argue that Exhibit "B" remain sealed from the public record or otherwise consent to its disclosure in these proceedings.

11. To date I have always been prepared to provide my consulting services to Timminco as required by the Consulting Agreement whenever from time to time requested by Timminco and have adhered to my non-compete and non-disclosure obligations. Indeed, I had actively provided such consulting services to Timminco after May 28, 2001 up until my resignation as a director of Timminco in 2007.

The CCAA Proceedings

12. Timminco has made monthly payments pursuant to the Consulting Agreement up until January 2012 and has made no monthly payments to me since. Pursuant to the Consulting Agreement, the payment for January 2012 was due and payable on January 1, 2012 (being the first day of the month) although the first business day of that month was Tuesday, January 3, 2012.

13. Timminco was granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") on Tuesday, January 3, 2012 with the order granted being effective as of 12:01 a.m. on that date.

14. Timminco ceased making monthly payments to me pursuant to the Consulting Agreement without any prior notice to me.

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15. Indeed, even though Timminco ceased making such required monthly payments as of January 1, 2012, my name does not appear on the "List of Creditors" as at January 4, 2012 which list was posted on the Monitor's website. A copy of this list is attached hereto as Exhibit "C".

16. Timminco did not even make any effort to contact me anytime after its CCAA filing even though it is apparent from paragraph 89 of the affidavit of Peter A. M. Kalins (sworn January 2, 2012 and filed in these proceedings) that Timminco was aware of its continuing monthly payment obligation to me under the Consulting Agreement (although only the 1996 Agreement is referred to).

17. On or about February 8, 2012, I formally retained Canadian counsel with respect to this matter who wrote a letter to Timminco's counsel regarding this matter on February 17, 2012. Accordingly, the first communication that I received from Timminco regarding non-payment pursuant to the Consulting Agreement was in response to my lawyer's letter by way of a letter from Timminco's lawyers dated March 9, 2012. My lawyer's response to their letter of March 9, 2012 was sent on March 27, 2012. A copy of all of this correspondence is attached hereto as Exhibit "D".

The Disclaimer

18. In response to my lawyer's letter of March 27, 2012, counsel to Timminco replied at 4:23 p.m. on Friday, March 30, 2012 with a letter enclosing a formal notice of disclaimer pursuant to Section 32 of the CCAA. A copy of this letter is attached as Exhibit "E".

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19. Accordingly, this affidavit is sworn in support of my application for an order that the 1996 Agreement not be disclaimed.

20. Timminco is not engaged in a classic restructuring of its existing operations and capital structure. It is engaged in a sales process. Potential purchasers in such a sales process may or may not want the benefits of the 1996 Agreement and are free to choose whether or not to require an assignment of the 1996 Agreement.

21. Disclaiming the 1996 Agreement prior to the conclusion of the sales process pre-judges the fact that no potential purchaser will consider taking an assignment of the 1996 Agreement.

22. In any event, given that Timminco is engaged in a liquidating CCAA process, disclaiming the 1996 Agreement cannot possibly "enhance" the prospects of a viable compromise or arrangement being made in respect of Timminco as, quite simply, there will be no plan of compromise or arrangement resulting from such a process, let alone a viable one.

23. While I cannot say that the disclaimer of the 1996 Agreement will cause me "significant" financial hardship *overall*, the amounts payable under the Consulting Agreement are, relatively speaking, not an insubstantial amount of money for any individual. Certainly not continuing to receive the monthly payment under the Consulting Agreement without notice or any communication from Timminco at the time caught me off guard and required some reorganization of my financial affairs in order to deal with this loss of monthly income which is not immaterial.

24. Even if the 1996 Agreement is disclaimed effective April 30, 2012, this does not relieve Timminco of its obligation to make the required monthly payments for January, February, March and April in the aggregate amount of \$83,333.32 as these were obligations that Timminco was required to make under a continuing contract under which I was continuing to perform my obligations.

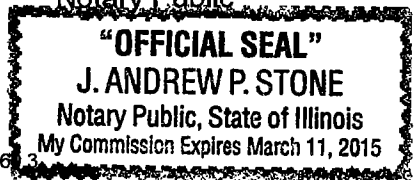
25. Had the 1996 Agreement been disclaimed at the outset of Timminco's CCAA proceedings I would have been free to market my consulting services to prospective purchasers of Timminco as I would have no longer been bound by my non-compete and non-disclosure obligations.

26. If the 1996 Agreement is disclaimed effective April 30, 2012, then my proven claim as a result of the disclaimer should be at least \$2.2 million. The value of this claim is based on a quote that I obtained from Sun Life Assurance Company of Canada for the value of an annuity which would pay out the equivalent monthly consulting fee payment (before tax) from May 1, 2012 onward until my death. A copy of this quote is attached hereto as Exhibit "F".

SWORN BEFORE ME in
 the City of Chicago, in the
 State of Illinois, this 12th
 day of April, 2012

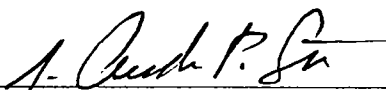
J. Andrew P. Stone
 Notary Public

J. Thomas Timmins
 J. Thomas Timmins

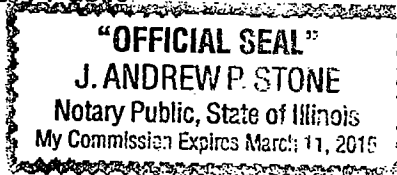


TAB A

This is Exhibit "A"
referred to in the Affidavit of
J. Thomas Timmins
sworn before me
this 12th day of April, 2012



Notary Public



AGREEMENT made as of the 19th day of September, 1996 between **TIMMINCO LIMITED** (the "Corporation") and **J. THOMAS TIMMINS** (the "Consultant").

WHEREAS:

The Consultant is an executive of the Corporation who has gained such a level of knowledge, experience and competence in the Corporation's business that it is in the Corporation's interest, following his retirement from employment, to ensure that the Corporation continues to have access to the Consultant for advice and consultation and the Corporation also wishes to ensure that the Consultant shall not engage in activities which are competitive with the Corporation's business.

WTNESSETH that the parties hereto agree as follows:

Interpretation

1. In this agreement
 - (a) "consulting fee" means the monthly amount by which:
 - (i) \$29,166.66;
 - exceeds
 - (ii) the monthly amount to which the Consultant is entitled on the Consultant's retirement under any pension or retirement plans of the Corporation;
 - (b) "consulting period" means the period from the first day of the month coincident with or next following the Consultant's retirement until:
 - (i) the Consultant's death; or
 - (ii) the date specified in a notice given by the Corporation in accordance with the provisions of paragraph 7;
 whichever shall first occur;
 - (c) "Consultant's retirement" means the date on which the Consultant retires from his employment by the Corporation; and
 - (d) dollar amounts are in terms of lawful money of Canada at par in Toronto, Ontario.

Obligations

2. During the consulting period the Consultant shall, whenever from time to time requested by the Corporation and within the limits from time to time of his physical and other abilities, consult with the Corporation and advise it on matters relating to its business and affairs; provided, however, that consultation and advice shall never occupy the Consultant's time to such an extent as shall prevent him from devoting the greater portion of his time to other activities.

Remuneration

3. As remuneration for the services performed by the Consultant under this agreement the Corporation shall pay to him during the consulting period the consulting fee. The Consultant shall also be entitled to reimbursement for all proper out-of-pocket travelling and other expenses incurred by him in the performance of his obligations hereunder subject to the production of appropriate receipts and to pre-approval of travel expenses.

Payment Procedure

4. All payments by the Corporation hereunder shall be made in such instalments and at such intervals, not less frequently than monthly, as the Corporation shall from time to time determine.

Competitive Activities

5. Without the prior written consent of the Corporation the Consultant shall not during the consulting period, directly or indirectly:

- (a) engage in any practice or business in competition with the business of the Corporation or any of its subsidiaries, in Canada, the United States of America, or in any other country where the Corporation conducts business at the applicable time and which at the date of the Consultant's retirement shall have been carried on by the Corporation; or
- (b) hire any employees of the Corporation or its subsidiaries or induce or attempt to induce any of the employees of the Corporation or its subsidiaries to leave their employment; or
- (c) use, or disclose to any person or entity any secrets of any technical, commercial, financial or other information of a confidential nature relating to the business or customers of the

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Corporation or its subsidiaries unless such information is already in the public domain, or disclosure is required by law.

Dismissal for Cause

6. If, before the Consultant's retirement or death, the employment of the Consultant shall be terminated by the Corporation on grounds which, in law, constitute justifiable cause for dismissal of an employee without notice, this agreement shall also terminate, provided that no such termination shall occur except pursuant to a resolution passed by the board of directors of the Corporation at a meeting of which the Consultant (or, in the event that the Consultant is then under any incapacity, his legally authorized representative) is given reasonable notice and an opportunity to appear and make representations.

Consulting Period Termination by the Corporation

7. If the Consultant shall:
- (a) deliberately and willfully refuse to comply with any lawful and reasonable instructions from time to time given him by the directors of the Corporation in compliance with the provisions of this agreement; or
 - (b) deliberately and willfully act in breach of provisions of paragraph 5;

The Corporation may give notice to the Consultant of its intention to terminate the consulting period on the date therein specified, which shall in any event be a date at least 30 days after the giving of such notice.

Notices

8. Any notice to be given pursuant to the provisions of this agreement shall be deemed to have been validly given if reduced to writing and either mailed by prepaid registered post or delivered to the party to whom the same is to be given at the following applicable address:

the Corporation - Secretary,
Timmenco Limited
10 Bay Street
P.O. Box 1160, Station A,
Toronto, Ontario
M5W 1G5

the Consultant - J. Thomas Timmins
9 Nanton Avenue,
Toronto, Ontario
M4W 2Y8

or to such address as the party to whom the same is to be given shall have theretofore designated by notice given in the manner specified in this paragraph; and any such notice shall be deemed to have been given on the day of delivery thereof or on the second day following the day of mailing thereof in Ontario, as the case may be.

Applicable Law

9. This agreement shall be governed by and construed according to the laws of the Province of Ontario.

Assignment and Effect of Agreement

10. The Consultant may assign this agreement to a corporation controlled by him provided that he provides the Corporation with such assurances in writing as the Corporation may reasonably require that the services of the Consultant will continue to be available to the Corporation as provided in this agreement notwithstanding such assignment; but otherwise this agreement shall not be assignable by the Consultant except with the prior written consent of the Corporation; subject thereto, this agreement shall enure to the benefit of and bind the parties hereto and their respective heirs, administrators, executors, successors and assigns.

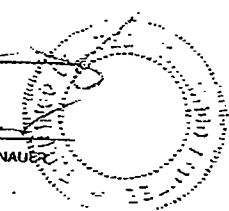
IN WITNESS WHEREOF the parties hereto have executed this agreement.

J. Thomas Timmins
J. THOMAS TIMMINS

TIMMINCO LIMITED

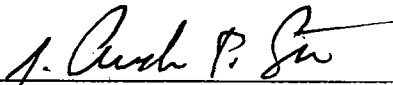
By: G. H. Blumenaus
Director

By: G. H. Blumenaus
Director G. H. BLUMENAUER

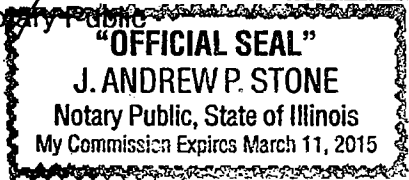


TAB B

This is Exhibit "B"
referred to in the Affidavit of
J. Thomas Timmins
sworn before me
this 14th day of April, 2012



Notary Public



TIMMINCO LIMITED

May 28, 2001

SENT BY FACSIMILE

Mr. J. Thomas Timmins
80 Oriole Road
Toronto, Ontario
M4V 2G1

Dear Tom:

I wish to confirm in writing the following terms and conditions of the agreement which has been reached as a result of discussions between your legal counsel and the legal counsel of Timminco Limited (the "Company"):

1. You have agreed to retire voluntarily as the Chief Executive Officer and as an employee of the Company effective immediately upon signing your name following the statement at the end of this letter ("Retirement Date").
2. On the Retirement Date, you will cease to have any executive, managerial or operational authority for or with respect to the Company. Until the annual general meeting of the shareholders of the Company you will continue as a director of the Company and you will become the non-executive Chairman of the Board of Directors. You will be supported by the current directors to remain the non-executive Chairman of the Board of Directors after the annual general meeting, subject to the outcome of the election of directors at the meeting, the proper exercise of their fiduciary duties and any new material facts of which they become aware after the date of this letter.
3. You will continue to be paid your current base salary up to and including June 30, 2001 to take into account and satisfy any remaining vacation entitlement which may be owing to you by the Company.
4. Paragraphs 1(a) and (4) of the Agreement between you and the Company dated as of September 19, 1996, are hereby amended by fixing the amount of the monthly consulting fee at \$20,833.33, without further deduction except as may be required by law, which

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amount shall be paid to you on the first day of each month commencing on July 1, 2001. In all other respects, the Agreement shall remain in full force and effect.

5. The Company will use its reasonable efforts to assist you in obtaining, at your expense, extended health care benefits (other than long term disability) substantially on the basis as currently enjoyed by you and members of your family (other than insurance coverage to which reference is made below) until the third anniversary of the Retirement Date.
6. The Company will continue to make the monthly payments required by the existing lease on the car used by you until the termination of the existing lease in July, 2001 and will also continue to pay your monthly parking until September 30, 2001.
7. You may continue to occupy your current office until September 30, 2001 after which time no dedicated office space will be made available to you.
8. The Company will continue to make the services of Madeleine Leclerc (or, if she is no longer employed by the Company, another suitable individual) available to you on a reasonable non-exclusive basis until September 30, 2001.
9. With respect to the policies of insurance on your life:
 - (a) effective July 1, 2001 and, in each case, at your option, you will assume responsibility for paying all premiums relating to \$3.0 million of permanent life coverage and the Company will transfer to you, and you will assume responsibility for paying all premiums on, the Spousal Benefit Life Insurance Policy.


The Company shall cease to have any responsibilities in respect of these policies as of July 1, 2001 and, if you do not exercise your option as described above by June 30, 2001, may elect to terminate the policies without further notice.
 - (b) The key-man life insurance policy of \$2.0 million is owned by the Company and will be dealt with as the Company sees fit.
10. You shall execute the Release and Indemnity enclosed with this letter. The Company shall execute a Release and Indemnity enclosed with this letter.
11. There will be a public communication of your decision to retire on the Retirement Date in the following form:

"Mr. J. Thomas Timmins has elected to retire as Chief Executive Officer of Timminco Limited effective May 28, 2001. Mr.

Timmins will continue as a director and become non-executive Chairman of the Board of the Company."

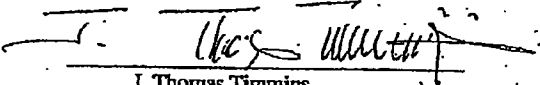
- 12. The foregoing terms and conditions have been approved by the Board of Directors .

Yours very truly,
Timminco Limited

By: 
John Crow,
Director

I have carefully read the above letter. I acknowledge having received independent legal advice. I hereby confirm that the above letter accurately reflects the terms and conditions of the agreement which I have reached with the Company.

May 28, 2001
Date


J. Thomas Timmins

RELEASE AND INDEMNITY

WHEREAS I have agreed to retire voluntarily as Chief Executive Officer and an employee of Timminco Limited and as a director and/or officer of any subsidiaries of Timminco Limited (hereinafter referred to collectively as "Timminco") effective immediately;

AND WHEREAS I have agreed to accept the consideration described in the attached letter to me from Timminco dated May 28, 2001 and in the agreement between Timminco and me dated as of September 19, 1996 (collectively, the "Retirement Agreement"), in full settlement of any and all claims I may have relating to my employment with Timminco or the termination thereof;

NOW THEREFORE WITNESSETH that in consideration of the aforesaid, I hereby release and forever discharge Timminco and its successors and assigns and their officers, directors, employees, shareholders and agents from any and all actions, causes of action, claims and demands whatsoever and, without limiting the generality thereof, all actions, causes of action, claims and demands arising from my employment with Timminco or from the termination thereof and, without limiting the generality of the foregoing, any claims, statutory or otherwise, for overtime pay, vacation pay, public holiday pay, termination pay, severance pay, compensation in lieu of notice, contributions to savings and other plans and payments of premiums in respect of insurance policies and against Timminco or its insurers in respect of any claims for benefits of any kind but excluding any actions, causes of action, claims and demands which I may have (a) against Timminco under the Retirement Agreement or (b) to be indemnified under the Company's directors and officers insurance policy;

I UNDERSTAND AND AGREE that the consideration described above satisfies all obligations of Timminco, arising from or out of my employment with Timminco or the termination of my employment with Timminco, including without limitation obligations pursuant to the Employment Standards Act (Ontario) and the Human Rights Code (Ontario). For the said consideration, I covenant that I will not file any claims or complaints under the Employment Standards Act (Ontario) or the Human Rights Code (Ontario);

AND FOR THE SAID CONSIDERATION, I further agree not to make any claim or take any proceedings against any other individual, partnership, association, trust, unincorporated organization or corporation with respect to any matters which may have arisen between the parties to this Release and Indemnity or in which any claim could arise against Timminco for contribution or indemnity or other relief over;

AND FURTHERMORE, FOR THE SAID CONSIDERATION I further covenant and agree to save harmless and indemnify Timminco from and against all claims, charges, taxes, penalties, or demands which may be made by the Minister of National Revenue requiring Timminco to pay income tax, charges, taxes or penalties under the Income Tax Act (Canada) and/or the Income Tax Act of any province in respect of income tax payable by me in excess of income tax previously withheld or withheld from the monies paid to me by Timminco in respect

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of the agreement herein or otherwise and any interest or penalties relating thereto and any costs or expenses incurred in defending such claims or demands. I further covenant and agree to save harmless and indemnify Timminco from and against all claims, charges, taxes, penalties, or demands which may be made by the Minister of Human Resources Development requiring Timminco to pay or reimburse any monies in respect of benefits I may have received under the Employment Insurance Act, and any interest or penalties relating thereto and any costs or expenses incurred in defending such claims or demands;

AND I hereby declare that I have received independent legal advice with respect to the terms of settlement as well as this Release and Indemnity and I fully understand them. I hereby voluntarily accept the said terms for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid;

AND FOR THE SAID CONSIDERATION, I agree to keep the terms of this Release and Indemnity and the terms of this settlement and the discussions leading up to it completely confidential and agree not to disclose the terms of this Release and Indemnity, the settlement reflected in the Retirement Agreement and the discussions leading thereto to anyone other than my family and my professional, financial or legal advisors, for any reason whatsoever, except as required by law or to the extent such information is already in the public domain other than by reason of a breach of my obligation of confidentiality;

AND FOR THE SAID CONSIDERATION, I hereby agree not to disclose any confidential information belonging to or regarding Timminco and to refrain from making any derogatory, disparaging or critical comments regarding Timminco, its directors, management, employees, expertise, services or products.

AND I hereby agree that the payment of the said consideration by Timminco shall not be construed as an admission of liability by Timminco and any such liability is hereby expressly denied;

THIS RELEASE AND INDEMNITY shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario;

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THIS RELEASE AND INDEMNITY shall enure to the benefit of and be binding upon me and Timminco and our respective heirs, executors, administrators, legal personal representatives, successors and assigns.

IN WITNESS WHEREOF I have executed this document at Toronto, Ontario on the 28th day of May, 2001 and set my hand and seal thereto.

SIGNED, SEALED and DELIVERED
in the presence of

Gadeleine Lesare

WITNESS

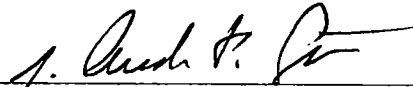
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J. Thomas Timmins

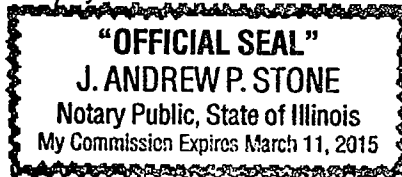
J. THOMAS TIMMINS

TAB C

This is Exhibit "C"
referred to in the Affidavit of
J. Thomas Timmins
sworn before me
this 12th day of April, 2012



Notary Public



Timminco Limited and Bécancour Silicon Inc.
 List of Creditors
 January 4, 2012

Subject to change.

The list of creditors below reflects the accounts payable of Timminco Limited and Bécancour Silicon Inc. as at January 4, 2012 excluding certain intercompany amounts.
 The USD to CDN exchange rate as at January 3, 2012 was 1.01 and the Euro to CDN exchange rate on January 3, 2012 was 1.32.

VENDOR NAME	Address 1	Address 2	City	Province	Postal Code	Amount	Currency
IMPERIAL COFFEE AND SERVICES INC.		12 KODIAK CRESCENT	NORTH YORK, ONTARIO		M3J 3G5	335.05	CAD
ANTHEM BLUE CROSS AND BLUE SHIELD		PO BOX 541029	LOS ANGELES, CA		90054-1029	23,232.37	CAD
BCE NEXXIA	CUSTOMER PA	PO BOX 3650, STATION DON MILL	TORONTO, ON	NORTH YORK, ON	M3C 2X7	837.33	CAD
BELL CANADA REGULAR		P.O. BOX 9000	STATION DON MILLS		L1N 6K9	639.35	CAD
BMW GROUP FINANCIAL SERVICES CANADA		920 CHAMPLAIN COURT	WHITBY, ONTARIO			1,745.52	CAD
BRAMBLES CANADA INC		PO BOX 8060	POSTAL STATION 'A'			805.02	CAD
BUCHANAN, HOWARD		7058 SCEPTER DR	BARTLETT, TN	TORONTO, ON	M5W 3W5	545.00	CAD
CAMPBELL PROPERTY MANAGEMENT SERVICES		595 MILLER STREET	PEMBROKE, ON			6,027.58	CAD
RODAN ENERGY SOLUTIONS INC.		185 MATHESON BLVD EAST, UNIT MISSISSAUGA, ON				226.00	CAD
CANALES ZAMRANO Y ASOC. S.C.		EDIFICIO TORREALTA	AVE. ROBLE 300, 12 PISO	SAN PEDRO GARZA GARCIA	66265 MEXICO	3,297.30	CAD
CARSWELL		2075 KENNEDY ROAD	TORONTO, ON		M1T 3V4	31.50	CAD
CITY OF TORONTO		5035 SOUTH SERVICE ROAD	BURLINGTON, ON		L7L 6M9	446.35	CAD
COMPUTER DEPT LTD		METRO HALL, 19th FLOOR	55 JOHN STREET	TORONTO, ON	M5V 3C6	147.91	CAD
COMPUTERSHARE INVESTOR SERVICES		244 NORTH QUEEN STREET	ETOBICOKE, ON		M9C 4Y1	2,197.85	CAD
DELOITTE & TOUCHE LLP		ACCOUNTS RECEIVABLE DEPT.	100 UNIVERSITY AVE. - 8TH FLOO	TORONTO, ONT	M5J 2Y1	1,025.51	CAD
DIALOG		181 BAY STREET, SUITE 1400	TORONTO, ONTARIO		M5J 2V1	4,413.22	CAD
DICKINSON WRIGHT PLLC		48 NIAGARA ST. 2ND FLOOR	TORONTO, ON		M5V 1C2	72.10	CAD
DIGITCOM TELECOMMUNICATIONS		500 WOODWARD AVENUE SUITE - DETROIT, MICHIGAN			48226-3425	1,543.50	CAD
ERNST & YOUNG		250 RIMROCK ROAD	TORONTO, ON		M3J 3A6	794.53	CAD
EXOVA ACCUTEST		PO BOX 57104, POSTAL STATION	TORONTO, ONTARIO		M5W 5M5	54,240.00	CAD
FRASER, JAMES		ST. CATHARINES, ONTARIO			L2N 6J6	9,176.73	CAD
GARY GARAGE DOORS		8-146 Colonnade Road	Nepean	ONTARIO	K2E 7Y1	1,036.23	CAD
IMPERIAL PARKING CANADA CORPORATION		544 SULLIVAN STREET		HALEY STATION, ON	KOJ 1Y0	884.42	CAD
KEITH MCKINNON CONSULTING		605 CULHANE ROAD		RENFREW, ONTARIO	K7V 3Z5	271.20	CAD
KILGOUR & ASSOCIATES LTD		900 HILLSVIEW STREET	RENFREW, ONTARIO			678.00	CAD
KPMG LLP		1500 BANK ST., UNIT 427	OTTAWA, ON	VANCOUVER, BC	V6B 4G3	4,856.62	CAD
MANULIFE FINANCIAL		P.O. BOX 4948, STATION A	TORONTO, ON	K1H 1B8		47,132.87	CAD
MERCER (CANADA) LIMITED		25 WATER STREET S.	Toronto	ON	M5J 2S5	31.20	CAD
MINISTER DU REVENUE DU QUEBEC		161 Bay Street PO Box 501		SAINTE-FOY, PQ	G1X 4A5	25.45	CAD
MORRISON & FOERSTER LLP		REF. : 08001	Oshawa	ON	L1H 8H5	148.00	CAD
NUNDY, ASIT		33 King St West	SAN FRANCISCO, CA	94160-2497		1,350.00	CAD
PITNEY BOWES LEASING		714 THE WEST MALL #1801	ORANGEVILLE, ONTARIO	TORONTO, ONTARIO	M9C 4X1	6,102.00	CAD
PREMIERE CONFERENCE (CANADA) LTD B9261		PO BOX 278	ORANGEVILLE, ON		L9W 2Z7	720.59	CAD
PRIESTLY DEMOLITION INC		P.O. BOX 280	ORANGEVILLE, ON		L9W 2Z7	158.14	CAD
PUROLATOR COURIER LTD		P.O. BOX 9100	POSTAL STATION F	TORONTO, ONTARIO	M4Y 3A5	210.17	CAD
DAVID LENOIR, SHELBY COUNTY TR		3200 LLOYDTOWN-AURORA ROAD KETTLERBY, ONTARIO	ETOBICOKE, ON		LOG 1J0	131,426.01	CAD
SENES CONSULTANTS LIMITED		P.O. BOX 1100	MEMPHIS, TN	38101-2751	M9C 5K2	24.54	CAD
SHRED-IT		P.O. BOX 2751	RICHMOND HILL, ONTARIO		L4B 3N4	5,966.58	CAD
TECHNICAL STD. & SAFETY AUTH.		121 GANTON DRIVE, UNIT-2	WES OAKVILLE, ONTARIO		L6L 5T7	25,953.52	CAD
TELUS		1218 SOUTH SERVICE ROAD	WES OAKVILLE, ONTARIO		M8X 2X4	112.89	CAD
THE EQUICOM GROUP INC		4TH FLOOR, WEST TOWER	3300 BLOOR STREET WEST	TORONTO, ONT		105.00	CAD
THE EQUICOM GROUP INC		P.O. BOX 5300	BURLINGTON ON L7R 4S8			1,285.62	CAD
UNITED MESSENGERS LTD.		OSGOODE HALL	130 QUEEN ST WEST	TORONTO ON	M5H 2N6	4,126.76	CAD
VALLEY AUTOMATION & CONTROL		THE EXCHANGE TOWER	130 KING ST WEST	TORONTO, ON M5X 1J2		9,040.00	CAD
WESA		270 DRUMLIN CIRCLE	CONCORD, ON	TORONTO, ON M5X 1J2		13,752.99	CAD
WESA TECHNOLOGIES		C.P. #11088 SUCC. CENTRE-VILLE MONTREAL, QUE.			L4K 3E2	67.16	CAD
		PO BOX 788	RENFREW, ON		H3C 5G6	57.01	CAD
		P.O. BOX 430	CARP, ON		K7V 4H2	531.74	CAD
		4 CATARAQUI STREET	KINGSTON, ONTARIO		K0A 1L0	4,713.91	CAD
						393.43	CAD

ONTARIO KOA 1L0	
WESA INC	18,876.03 CAD
173504 CANADA INC.	2,660.00 CAD
ACIER BOUCHARD INC	598.88 CAD
AMEX BANK OF CANADA	(14,295.76) CAD
USINAGE SERVITECH INC.	683.55 CAD
EXOVA	271.26 CAD
RECEVEUR GENERAL CANADA	2,865.14 CAD
LINDE CANADA LIMITEE M2193	2,119.49 CAD
CANADIAN TIRE	1,113.93 CAD
PROTECTION INCENDIE OFS LTÉE	1,452.11 CAD
CTRE ELECTRIQUE MAURICIE INC.	14,651.06 CAD
CONSULT. ENVIR. PROGESTECH INC	2,620.28 CAD
MASKIMO CONSTRUCTION INC.	16,577.54 CAD
JEAN-PAUL DESHAIES INC.	420,164.04 CAD
LUMEN INC.	6,286.37 CAD
EMBALLAGES BETTEZ INC.	528.95 CAD
ENDRESS + HAUSER CANADA LTD.	13,086.72 CAD
ENTREPRISES ARSENEAULT INC.	235,429.09 CAD
LES ENTREPRISES H.M. METAL INC	273.42 CAD
EXCAVATION GENTILLY INC.	2,016.47 CAD
GARAGE BOUVETTE & FILS INC.	463.76 CAD
GAZ METROPOLITAIN INC.	(18,149.14) CAD
GUILLEVIN INTERNATIONAL	13,578.29 CAD
HEWITT	2,332.34 CAD
HYDRAULIQUE MARTIN INC.	840.61 CAD
HYMEC INC.	30.92 CAD
INDUSTRIES LAM-E INC.	31.22 CAD
GROUPE L.D. INC.	19,664.49 CAD
WASTE MANAGEMENT QUEBEC INC.	3,452.72 CAD
MOTEURS ELECTRIQUES LAVAL LTÉE	1,446.85 CAD
MAG BROOKE FOURNITURE	10,823.05 CAD
ROMA H. MATTEAU	1,286.42 CAD
ELECTRONIQUE MATTEAU INC.	47.80 CAD
METTLER-TOLEDO INC.	492.16 CAD
COMPAGNIE MOTOPARTS INC.	1,462.20 CAD
NEDCO, DIVISION REXEL CANADA	965.69 CAD
NETTOYEURS MICHON INDUSTRIELS	1,975.22 CAD
LE GROUPE J.S.V. INC.	1,837.47 CAD
UNITED RENTALS OF CANADA INC.	2,771.00 CAD
J.R. PERREAU ET FILS LTÉE	1,565.34 CAD
LABRADOR LAURENTIENNE INC.	155.68 CAD
PIECES D'AUTOS CARQUEST	1,239.30 CAD
PLASTIQUES USINES CLEMENT INC.	514.15 CAD
PNEUS BELISLE	1,408.11 CAD
WESTLUND	33.64 CAD
MOTION INDUSTRIES (CANADA) INC.	238.47 CAD
PRODAIR CANADA LTÉE	7,234.24 CAD
MINISTERE DU REVENU DU QUEBEC	5,378.18 CAD
PORTES DE GARAGE	339.44 CAD
LEGER ROBOIC RICHARD	11,265.19 CAD
KINECOR LP	118.78 CAD
SAVOIE INC.	4,020.00 CAD
SECURITE PLUS	1,766.55 CAD
SERVICES INDUSTRIELS	38,453.99 CAD
CENTRES DE PNEUS GCR - 20	445.32 CAD
SOCIETE DU PARC INDUSTRIEL	844.39 CAD
SUPERIEUR PROPANE INC.	3,627.58 CAD
FRANKLIN EMPIRE	694.76 CAD
CABANO-KINGSWAY INC.	4,320.22 CAD
TRANSPORT ET ENTREP. PARADIS	3,276.87 CAD
9237-3166 QUEBEC INC.	11.40 CAD
VIBRO MEC JPB LTÉE	567.35 CAD
3108 CARP RD, PO BOX 430	GOX 1V0
2920 ROUTE 218	J3V6C2
550 RUE SAGARD C.P. 148	M2K 2R6
P.O. BOX 7000, STATION B	G9A 5E1
8950 BOULEVARD INDUSTRIEL	H3C 0C8
AVS M9021C C.P. 11792 SERV. 9	K1A 0S5
SIMONTREAL (QUEBEC)	H3C 5K3
Public Works an: 11 Laurier St. Phase III, Place du Po Gatinneau Quebec	2,119.49 CAD
C.P. 11481	1,113.93 CAD
MONTREAL (QUEBEC)	1,452.11 CAD
3525, BOULEVARD DES FORGES	14,651.06 CAD
TROIS-RIVIERES (QUEBEC)	2,620.28 CAD
365, RUE DES COMMANDANTS	16,577.54 CAD
TROIS-RIVIERES (QUEBEC)	420,164.04 CAD
3710, BOUL. THIBEAU	H9R 4N9
TROIS-RIVIERES (QUEBEC)	G8Z 3X7
303, RUE DESSUREAULT	528.95 CAD
TROIS-RIVIERES (QUEBEC)	13,086.72 CAD
2500, LEON-TREPANIER	2,119.49 CAD
TROIS-RIVIERES (QUEBEC)	H4T 2A7
14875, BOULEVARD BECANCOUR BECANCOUR (QUEBEC)	J3T 1C6
P.O. BOX 295 SUCC. POINTE-CLAU DORVAL, QUEBEC	GOX 3C0
2460, BOULEVARD DES RECOLLE TROIS-RIVIERES (QUEBEC)	G9H 2V6
6800 COTE DE LIESSÉ, STE. 100	G9H 3V3
ST. LAURENT (QUEBEC)	H3C 4N7
505, MONSEIGNEUR-PANET	H1P 3H3
SAINTE-SOPHIE-DE-LEVRARD QC	H9R 4R8
480, BOUL. ALPHONSE-DESHAIES BECANCOUR (QUEBEC)	G0Z 1E0
1690, BOULEVARD BECANCOUR BECANCOUR (QUEBEC)	G8V 1W2
C. P. 6115, SUCC. CENTRE-VILLE MONTREAL (QUEBEC)	G1K 4J9
6555 B. METROPOLITAIN-E B#301 ST-LEONARD (QUEBEC)	G7S 4S4
POINTE-CLAIRE (QUEBEC)	M5W 5L4
CASE POSTALE 1200	H4T 1X7
1072, RUE MARTIN	J1L 2S8
SAINTE-EULALIE (QUEBEC)	G9A 3W6
1511, RUE JEROME-HAMEL	G9A 4L3
TROIS-RIVIERES (QUEBEC)	M5W 3N9
961 BOULEVARD CHAMPLAIN	G6L 1N8
2370, RUE BAUMAN	G9H 4M6
JONQUIERE (QUEBEC)	G8Z 4M6
PO BOX 4205 STATION A	G8T 2Z4
TORONTO (ONTARIO)	33.64 CAD
(M. ELECTRIQU 550 MONTEE DE LIESSÉ	238.47 CAD
VILLE SAINT-LAURENT (QUEBEC)	7,234.24 CAD
SHERBROOKE (QUEBEC)	5,378.18 CAD
INDUSTRIELLE 4320, BOULEVARD INDUSTRIEL	339.44 CAD
GENTILLY (QUEBEC)	11,265.19 CAD
3365, BOUL. BECANCOUR	118.78 CAD
TROIS-RIVIERES (QUEBEC)	4,020.00 CAD
2045, RUE ROYALE	1,766.55 CAD
TORONTO (ONTARIO)	38,453.99 CAD
P.O. BOX 1518 STATION A	445.32 CAD
PLESSISVILLE (QUEBEC)	844.39 CAD
1124, RUE SAINT-CALIXTE	3,627.58 CAD
SAINST-LAURENT (QUEBEC)	694.76 CAD
ELECTRIQUE IN 506, RUE LOCKE, BUREAU 200	4,320.22 CAD
SOREL-TRACY (QUEBEC)	3,276.87 CAD
2645-0999 QUEI3280, RUE JOSEPH SIMARD	11.40 CAD
28 BOUL. DE LA SEIGNEURIE EST BLAINVILLE (QUEBEC)	567.35 CAD
TORONTO (ONTARIO)	
P.O. BOX 4526 STATIN A	
340, RUE LUCIEN THIBO DEAU CA: PORTNEUF (QUEBEC)	
TORONTO (ONTARIO)	
9021, BOUL. METROPOLITAIN EST ANJOU (QUEBEC)	
BECANCOUR (QUEBEC)	
GENTILLY LTEE3070, AVENUE DES HIRONDELLES BECANCOUR (QUEBEC)	
1895, RUE SIDBEC SUD	
TROIS-RIVIERES-OUEST (QUEBEC)	
80, RUE MONTPLAISIR	
TROIS-RIVIERES-OUEST (QUEBEC)	
2400, RUE SIDBEC SUD	
MONTREAL (QUEBEC)	
C.P. 11558 SUCC. CENTRE-VILLE MONTREAL (QUEBEC)	
PO BOX 19028 POSTAL STATION, TORONTO ONTARIO	
RETENUES A L'ET CONTRIBUTIONS	
TROIS-RIVIERES (QUEBEC)	
LG RENOVATIC 1621, RUE COMTOIS	
MONTREAL (QUEBEC)	
S.E.N.C.R.L.-CT 1001 SQUARE VICTORIA LOCE 8E	
LACHINE (QUEBEC)	
2200, 52IEME AVENUE ATT: JULIE	
LACHINE (QUEBEC)	
2820, ROUTE 218	
MANSEAU (QUEBEC)	
5426, BOULEVARD GENE H. KRUC	
TROIS-RIVIERES (QUEBEC)	
MAURICIEEN LTÉ 485, BERTRAND	
TROIS-RIVIERES (QUEBEC)	
2400, RUE BELLEFEUILLE	
TROIS-RIVIERES (QUEBEC)	
DU CENTRE DL 1000, BOULEVARD ARTHUR SICAI BECANCOUR (QUEBEC)	
CP 2875 SUCCURSALE M	
CALGARY AB	
Social sec.no.:	
8421, RUE DARNLEY	
MONT-ROYAL (QUEBEC)	
570 ROUTE DU PRESIDENT-KENN PINTENDRE (QUEBEC)	
SAINST-GREGOIRE (QUEBEC)	
1300, AVENUE LE NEUF	
TROIS-RIVIERES (QUEBEC)	
PROMOTIONS I 570, RUE MONTOUR	
TROIS-RIVIERES (QUEBEC)	
1280 GAY-LUSSAC, LOCAL # 100	
BOUCHELVILLE (QUEBEC)	

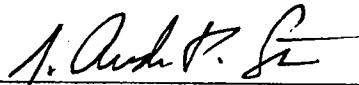
VITRERIE FOURNIER & FRERES INC	1820, RUE BREBEUF	G8Z 2A5	1,005.47	CAD
VWR INTERNATIONAL CO.	P.O. BOX 1137 COMMERCIE COUR TORONTO (ONTARIO)	M5L 1K1	87.57	CAD
INDUSTRIES WAJAX	16745 -111 AVENUE	T5M 2S4	3,652.24	CAD
UPS SUPPLY CHAINS SOLUTIONS	PO, BOX 689 STATION ST-LAUREN ST-LAURENT (QUEBEC)	H4L 4V9	143.80	USD
HYDRA-SPEC INC.	2684, RUE DES ROSEAIRES	J7V 9G5	558.23	CAD
ACIER DRUMMOND INC.	1750, RUE JANELLE	J2C 3E5	5,138.59	CAD
LES SERVICES D'ENTRETIEN	DE BECANCOU 3400, RANG LES QUARANTE	J3T 1T7	2,202.98	CAD
ABB INC.	B.P. 172 SUCC. PLACE D'ARMES	H2Y 3E9	1,105.08	CAD
COMPASS SPEEDITION GMBH	RUDOLF-DIESEL STRABE 12	GERMANY	15,564.98	EUR
PJ COLOURS LTD.	MIDLAND DIVIS 42 FRIAR GATE		1,352.34	CAD
BMI 2000 INC.(BECANCOUR METAL)	720, AVENUE JEAN DEMERS	G9H 3A3	88,675.82	CAD
G.B. DEMOLITION	2740, RUE CHARBONNEAU	G9A 5C9	19,691.93	CAD
RHI CANADA INC.	BOITE POSTAL NO. 3464, POSTE / TORONTO, ONTARIO	M5W 4C4	207,586.49	CAD
UPS SCS. INC.	PO BOX 689, STATION ST-LAUREN ST-LAURENT (QUEBEC)	H4L 4V9	(3,990.49)	CAD
FORAGE TECHNI-CIMENT INC.	3990, BOULEVARD BECANCOUR	G9H 3W9	2,506.36	CAD
CLINIQUE ROBERT & LIZOTTE	4205, 4E AVENUE OUEST	G1H 7A6	980.00	CAD
OXYGENE PRO-TECH INC.	506, RUE DES ERABLES	G8T 7Z6	638.38	CAD
LOCATION HEWITT INC.	C.P. 700 SUCCUR. POINTE-CLAIR/POINTE-CLAIRE QC	H9R 4S8	714.88	CAD
FIBRE CAST INC.	3264 MAINWAY	L7M 1A7	264.60	CAD
STELUM	33, RUE HUOT	J7V 7M4	575.32	CAD
POMPAGE EXPERT & TOILETTES	3005, RUE TEBBUTT	G9A 5E1	307.60	CAD
GE WATER & PROCESS	TECHNOLOGIE PO BOX 11361-SUCC CENTRE-VIL MONTREAL (QUEBEC)	H3C 5H1	13,244.00	CAD
LES MAITRES RENOVATEURS ENR.	(2545-2376 QUE 272, DES CHATELETS	G8T 5P2	11,392.54	CAD
HYDRO-QUEBEC	C.P. 11022, SUCC. CENTRE-VILLE MONTREAL (QUEBEC)	H3C 4V6	5,749.00	CAD
LES EXCAVATIONS MARCHAND & FILS INC.	346, RUE CARTIER - C.P. 280	G6P 6S9	179,081.25	CAD
VITRES D'AUTOS BELLERIVE	6240, BOUL. JEANXXIII	G8Z 4A7	218.59	CAD
ENTREPRISES DE TRANSPORT	1200, RUE PERE DANIEL	G9A 5R8	9,379.82	CAD
FINANCIERE MANUVIE (20001225R)	DEPARTEMENT 2000 MANSFIELD BUREAU 1410	H3A 3A2	275.00	CAD
TELUS MOBILITE	CP 11049 SUCC. CENTRE-VILLE	H3C 4Y5	580.38	CAD
DHL GLOBAL FORWARDING	6200 EDWARDS BLVD, SUITE 100	L5T 2V7	13,073.89	USD
TECHNIGAZ	(3089762 CANA 6705, ROUTE MISSOURI	G9H 3H6	80,068.19	CAD
MODSPACE FINANCIAL SERVICES	P.O. BOX 8940 POSTAL STATION / TORONTO (ONTARIO)	M5W 2C6	2,916.50	CAD
BOUTIQUE 210	CANADA, LTD	G0Z 1E0	300.00	CAD
L'EQUIPEUR LTEE	366, DES BOULEAUX RTE 161	H9R 1E9	1,200.00	CAD
MEI ASSAINISSEMENT	189, BOUL. HYMUS BUREAU 503	G9A 5E1	142.41	CAD
CLEMENT & FRERE LTEE	2900 RUE JULES-VACHON	J5V 1K7	1,537.98	CAD
COH INC.	700, BOUL. ST-LAUREN-OUEST	J7G 2J2	106,632.06	CAD
ENSEIGNES F.X. BOISVERT	801 CURE BOVIN	J7P 5G1	4,245.11	CAD
GARDIUM SECURITE INC.	950, MCDOUGALL	H3C 5E3	25,356.63	CAD
HYDRO-QUEBEC	136 A, RUE ST-LAUREN	G9A 6K6	378.00	CAD
SYLVIE PEPIN	C.P. 11108 SUC. CENTRE-VILLE	G9A 2B6	110.61	CAD
ACOLYTE	ATELIER JARDI 1380 RUE LEDOUX	G9A 3A6	623.13	CAD
INFOTECK (9014-3751 QC INC.)	CENTRE DE L'C2563, BOUL. DES HETRES	J3R 5A3	1,135.11	CAD
VITRERIE DUCHESNE INC.	775, RUE CORMIER	L5T 2B6	3,985.10	CAD
THERMO KINETICS MEASUREMENT &	CONTROL	G8T 1S8	1,139.25	CAD
SEVIGNY PEINTURE & ASS. INC	135, DU CARDINAL-VILLENEUVE	G7A 1B3	21,064.74	CAD
EVEREST AUTOMATION INC.	1076A, CHEMIN INDUSTRIEL	G8T 6H6	18,406.86	CAD
MACO MECANIQUE INC.	620, ST-LAUREN	G3A 1S4	3,987.38	CAD
MACHINERIES TRONCO INC.	100, RUE DANVERS	G8Z 4E1	655.07	CAD
TRANS. BELLEWARE INTERNATIONAL	2950 SIDBEC N.	H3B 0A2	157,701.80	CAD
AMG CONVERSION	SUITE 2500, 1000 DE LA GAUCHE-TIERE ST. WE MONTREAL QUEBEC		13,913.28	USD
MWI INC.	P.O. BOX 8000-DEPARTMENT #42 BUFFALO (NY) 14267	G8Z 4M6	1,741.69	CAD
9219-8142 QUEBEC INC.	EQUIPEMENTS 2125, RUE SIDBEC-SUD	G0X 2N0	584.00	CAD
ENTREPRISES DE DISTRIBUTION	DENIS SAMSON 31 PHILIBERT	G9H 2V8	4,699,681.47	CAD
SILICIUM QUEBEC SEC	6500 RUE YVON TRUDEAU	M5V 3L2	8,219.18	CAD
BANK OF AMERICA NA	200 FRONT STREET WEST, SUITE TORONTO, ONTARIO	G0X 2L0	5,729.30	CAD
GROUPE SIMARD INC.	390, BOUL. TRUDEL OUEST	USA	(6,204.09)	USD
JULIEN CRISNAIRE	311 TORY TURN	G9B 7C4	331,013.25	USD
DOW CORNING ALABAMA INC	21266 NETWORK PLACE	H2Y 3E9	11.40	CAD
9237-3166 QUEBEC INC.	CHICAGO IL 60673-1266	J2C 3E5	5,138.59	CAD
ABB INC.	B.P. 172 SUCC. PLACE D'ARMES			
ACIER DRUMMOND INC.	1750, RUE JANELLE			

BMI 2000 INC.(BECANCOUR METAL)	720, AVENUE JEAN DEMERS	BECANCOUR (QUEBEC)	G9H 3A3	88,126.00	CAD
CANADIAN TIRE	3525, BOULEVARD DES FORGES	TRIS-RIVIERES (QUEBEC)	G8Y 4P2	113.93	CAD
COMPAGNIE D'ASSURANCE	CHARTIS DU C/CP 40003, SUCC. CENTRE VILLE	MONTREAL (QUEBEC)	H3C 0K1	817.50	CAD
COMPAGNIE MOTOPARTS INC.	1124, RUE SAINT-CALIXTE	PLESSISVILLE (QUEBEC)	G6L 1N8	1,462.20	CAD
CONSULT. ENVIR. PROGESTECH INC	303, RUE DESSUREAULT	TRIS-RIVIERES (QUEBEC)	G8T 2L8	21,049.93	CAD
CTRE ELECTRIQUE MAURICIEEN INC.	3710, BOUL. THIBEAU	TRIS-RIVIERES (QUEBEC)	G8W 2H5	9,174.96	CAD
DICOM EXPRESS	C.P. 11117, SUCC. CENTRE-VILLE	MONTREAL (QUEBEC)	H3C 5H3	225.70	CAD
ELECTRONIQUE MATTEAU INC.	2045, RUE ROYALE	TRIS-RIVIERES (QUEBEC)	G9A 4L3	36.91	CAD
EMBALLAGES BETTEZ INC.	2460, BOULEVARD DES RECOLLE	TRIS-RIVIERES (QUEBEC)	G8Z 3X7	528.95	CAD
ENDRESS + HAUSER CANADA LTD.	6800 COTE DE LIESSSE, STE.100	ST. LAURENT QUEBEC	H4T 2A7	904.85	CAD
ENSEIGNES F.X. BOISVERT	950, MCDUGALL	TRIS-RIVIERES (QUEBEC)	G9A 2T6	797.48	CAD
ENTREPRISES ARSENEAULT INC.	505, MONSEIGNEUR-PANET	TRIS-RIVIERES (QUEBEC)	J3T 1C6	82,305.80	CAD
ENTREPRISES DE DISTRIBUTION	DENIS SAMSON 31, PHILIBERT	ST-ELIE DE CAXTON (QUEBEC)	GOX 2N0	433.00	CAD
EVEREST AUTOMATION INC.	1076A, CHEMIN INDUSTRIEL	SAINT-NICOLAS (QUEBEC)	G7A 1B3	17,031.79	CAD
FEDEX	PO BOX 4626	TORONTO (ONTARIO)	M5W 5B4	1,217.95	CAD
FIBRE CAST INC.	3264 MAINWAY	BURLINGTON (ONTARIO)	L7M 1A7	264.60	CAD
FINANCIERE MANUVIE(20001225R)	DEPARTEMENT 2000 MANSFIELD BUREAU 1410	MONTREAL (QUEBEC)	H3A 3A2	5,689.38	CAD
FINANCIERE MANUVIE(999000150PD)	DEPARTEMENT 2000 MANSFIELD BUREAU 1410	MONTREAL (QUEBEC)	H3A 3A2	399.26	CAD
FINANCIERE MANUVIE(99900178PD)	DEPARTEMENT 2000 MANSFIELD BUREAU 1410	MONTREAL (QUEBEC)	H3A 3A2	409.46	CAD
FINANCIERE MANUVIE(10001178)	DEPARTEMENT 2000 MANSFIELD BUREAU 1410	MONTREAL (QUEBEC)	H3A 3A2	2,168.48	CAD
FONDS HUMANITAIRE SCEP	301 LAURIER OUEST	OTTAWA, ONTARIO	K1P 6M6	40.00	CAD
FONDS SOLIDARITE DES	TRAVAILLEURS 8717, RUE BERRI, 9E ETAGE	MONTREAL (QUEBEC)	H2M 2T9	1,698.58	CAD
FORAGE TECHNI-CIMENT INC.	3990, BOULEVARD BECANCOUR	BECANCOUR (QUEBEC)	G9H 3W9	2,164.58	CAD
FRANKLIN EMPIRE	8421, RUE DARNLEY	MONT-ROYAL (QUEBEC)	H4T 2B2	694.76	CAD
G.B. DEMOLITION	2740, RUE CHARBONNEAU	TRIS-RIVIERES-QUEST (QUEBEC)	G9A 509	19,691.93	CAD
GARAGE BOUVETTE & FILS INC.	1690, BOULEVARD BECANCOUR	BECANCOUR (QUEBEC)	G9H 3V3	440.97	CAD
GARDIUM SECURITE INC.	138 A, RUE ST-LAURENT	ST-EUSTACHE (QUEBEC)	J7P 5G1	2,223.63	CAD
GAZ METROPOLITAIN INC.	C. P. 6115, SUCC. CENTRE-VILLE	MONTREAL (QUEBEC)	H3C 4N7	4,874.65	CAD
GE WATER & PROCESS	TECHNOLOGIE PO BOX 11361-SUCC.CENTRE-VIL	MONTREAL (QUEBEC)	H3C 5H1	1,699.76	CAD
GROUPE SIMARD INC.	390, BOUL. TRUDEL OUEST	ST-BONIFACE (QUEBEC)	GOX 2L0	68.36	CAD
GUILLEVIN INTERNATIONAL	6655 B. METROPOLITAIN-E B.#301	ST-LEONARD (QUEBEC)	H1P 3H3	10,629.33	CAD
HEWITT	CASE POSTALE 1200	POINTE-CLAIRE (QUEBEC)	H9R 4R6	1,470.93	CAD
HYDRA-SPEC INC.	2684, RUE DES ROSERAIES	VAUDREUIL-DORION (QUEBEC)	J7V 9G5	568.23	CAD
HYDRAULIQUE MARTIN INC.	1072, RUE MARTIN	MONTREAL QUEBEC	G0Z 1E0	48.69	CAD
HYDRO-QUEBEC	C.P. 11108 SUC. CENTRE-VILLE	SAINTE-EULALIE (QUEBEC)	H3C 5E3	25,356.63	CAD
HYMEC INC.	1511, RUE JEROME-HAMEL	TRIS-RIVIERES (QUEBEC)	G8V 1W2	30.92	CAD
INDUSTRIES WAJAX	16745 - 111 AVENUE	EDMONTON, ALBERTA	T5M 2S4	1,764.69	CAD
INFOTECK (9014-3751 QC INC.)	CENTRE DE L'C 2563, BOUL. DES HETRES	SHAWINIGAN (QUEBEC)	G9N 3A6	136.70	CAD
J.R. PERREAU ET FILS LTEE	340, RUE LUCIEN THIBODEAU CA:PORTNEUF (QUEBEC)	PORTNEUF (QUEBEC)	GOA 2Y0	767.86	CAD
JEAN-PAUL DESHAIES INC.	14875, BOULEVARD BECANCOUR BECANCOUR (QUEBEC)	BECANCOUR (QUEBEC)	G9H 2L7	5,941.70	CAD
KINECOR LP	2200, 52IEME AVENUE ATT.JULIE LACHINE (QUEBEC)	LACHINE (QUEBEC)	H8T 2Y3	25.87	CAD
LABRADOR LAURENTIENNE INC.	9021, BOUL. METROPOLITAIN EST ANJOU (QUEBEC)	ANJOU (QUEBEC)	H1J 3C4	155.68	CAD
LE GROUPE J.S.V. INC.	28 BOUL. DE LA SEIGNEURIE EST BLAINVILLE (QUEBEC)	BLAINVILLE (QUEBEC)	J7C 3V5	1,164.86	CAD
LEGER ROBIC RICHARD	S.E.N.C.R.L. - C11001 SQUARE VICTORIA LOC.E 8E	MONTREAL (QUEBEC)	H2Z 2B7	11,265.19	CAD
LES ENTREPRISES H.M. METAL INC	583, RUE ST-OVIDE	SAINTE-SOPHIE-DE-LEVRARD QC	GOX 3C0	273.42	CAD
LES EXCAVATIONS MARCHAND &	345, RUE CARTIER - C.P. 280	VICTORIAVILLE (QUEBEC)	G6P 6S9	11,068.95	CAD
LES SERVICES D'ENTRETIEN	DE BECANCOU 3400, RANG LES QUARANTE	NI-COLET (QUEBEC)	J3T 1T7	2,202.98	CAD
LINDE CANADA LIMITEE M2193	C.P. 11451	MONTREAL (QUEBEC)	H3C 5K3	1,666.52	CAD
LUMEN INC.	P.O. BOX 295 SUCC. POINTE-CLAI	QUEBEC	H9R 4N9	3,843.97	CAD
MACO MECANIQUE INC.	620, ST-LAURENT	TRIS-RIVIERES (QUEBEC)	G8T 6H6	4,402.06	CAD
MAG BROOKE FOURNITURE	INDUSTRIELLE 4320, BOULEVARD INDUSTRIEL	SHERBROOKE (QUEBEC)	J1L 2S8	10,823.06	CAD
MEI ASSAINISSEMENT	2900 RUE JULES-VACHON	TRIS-RIVIERES QUEBEC	G9A 5E1	142.41	CAD
MINISTRE DU REVENU DU QUEBEC	RETENUES A L'ET CONTRIBUTIONS	QUEBEC (QUEBEC)	G1R 5S3	133.63	CAD
MODSPACE FINANCIAL SERVICES	REGIE DU BATI 800, PL. D'YOUVILLE, 16E ETAGE	QUEBEC (QUEBEC)	M5W 2C5	1,765.85	CAD
MOTEURS ELECTRIQUES LAVAL LTEE	CANADA LTD P.O. BOX 8940 POSTAL STATION ,TORONTO (ONTARIO)	VILLE SAINT-LAURENT (QUEBEC)	H4T 1N8	1,446.85	CAD
NEDCO. DIVISION REXEL CANADA	(M. ELECTRIQUE 550 MONTÉE DE LIESSSE	SAINT-LAURENT (QUEBEC)	H4T 1X7	955.59	CAD
NETTOYEURS MICHON INDUSTRIELS	ELECTRIQUE IN 505, RUE LOCKE, BUREAU 200	SAINT-LAURENT (QUEBEC)	J3P 5N3	1,885.41	CAD
OXYGENE PRO-TECH INC.	2645-0999 QUEI 3280, RUE JOSEPH SIMARD	SOREL-TRACY (QUEBEC)	G8T 7Z6	308.43	CAD
PIECES D'AUTOS CARQUEST	506, RUE DES ERABLES	TRIS-RIVIERES (QUEBEC)	G9H 4M6	246.32	CAD
PLASTIQUES USINES CLEMENT INC.	GENTILLY LTEE 3070, AVENUE DES HIRONDELLES	BECANCOUR (QUEBEC)	G8Z 4M6	514.15	CAD
PNEUS BELISLE	1865, RUE SIDBEC SUD	TRIS-RIVIERES-QUEST (QUEBEC)	G8T 2Z4	1,408.11	CAD
	80, RUE MONTPLAISIR	TRIS-RIVIERES (QUEBEC)			

PRODAIR CANADA L TEE	PO BOX 19028 POSTAL STATION / TORONTO ONTARIO	M5W 1W8	10,792.37	CAD
PROTECTION INCENDIE CFS LTEE	365, RUE DES COMMANDANTS TROIS-RIVIERES (QUEBEC)	G8T 9A2	1,452.11	CAD
RECEVEUR GENERAL CANADA			7,565.90	CAD
RHI CANADA INC.			207,566.49	CAD
RONA H. MATTEAU	BOITE POSTAL NO. 3464, POSTE / TORONTO, ONTARIO	M5W 4C4	1,016.15	CAD
S.C.E.P.	3865, BOUL. BECANCOUR GENTILLY (QUEBEC)	G9H 3W6	368.88	CAD
SAVOIE INC.	AS DE MONSIE 10520 BOUL. DES FORGES TROIS-RIVIERES (QUEBEC)	G9C 1B3	1,995.00	CAD
SECURO-VISION	2920, ROUTE 218 MANSEAU (QUEBEC)	GOX 1V0	72.30	CAD
SERVICES FINANCIERS DE LAGE	2285 DE LA METROPOLE LONGUEUIL (QUEBEC)	J4G 1E6	509.24	CAD
SERVICES INDUSTRIELS	LANDEN CANAL 1235 NORTH SERVICE RD W S.101 OAKVILLE (ON)	L6M 2W2	12,779.55	CAD
SEVIGNY PEINTURE & ASS. INC	MAURICIEEN LTI 495, BERTRAND TROIS-RIVIERES (QUEBEC)	G8T 5Y6	1,139.25	CAD
SOCIETE DU PARC INDUSTRIEL	135, DU CARDINAL-VILLENEUVE TROIS-RIVIERES (QUEBEC)	G8T 1S8	844.38	CAD
SSQ GROUPE FINANCIER	DU CENTRE DL 1000, BOULEVARD ARTHUR SICAI BECANCOUR (QUEBEC)	G9H 2Z8	9,367.06	CAD
STELÉM	2225, BOUL. LAURIER C.P. 10500 SAINTE-FOY (QUEBEC)	G1V 4H6	575.32	CAD
SUPERIEUR PROPANE INC.	33, RUE HUOT NOTRE-DAME-DE-L'ILE-PERROT QC	J7V 7M4	1,343.99	CAD
TELUUS MOBILITE	CP 2875 SUCCURSALE M CALGARY AB	T2P 5G1	1,220.83	CAD
THERMO KINETICS MEASUREMENT &	CP 11049 SUCC. CENTRE-VILLE MONTREAL (QUEBEC)	H3C 4Y5	3,985.10	CAD
TRANS. BELLEMARE INTERNATIONAL	6740 INVADER CRESCENT MISSISSAUGA (ONTARIO)	L5T 2B6	655.07	CAD
TRANSPORT ET ENTREP. PARADIS	2950 SIDBEC N. TROIS-RIVIERES (QUEBEC)	G8Z 4E1	191.80	CAD
UNITED RENTALS OF CANADA INC.	1300, AVENUE LE NEUF SAINT-GREGOIRE (QUEBEC)	G9H 2E4	800.03	CAD
UPS SCS. INC.	P.O. BOX 4526 STATIN A TORONTO (ONTARIO)	M5W 5Z9	133.94	CAD
USINAGE SERVITECH INC.	PO BOX 689, STATION ST-LAUREN ST-LAURENT (QUEBEC)	H4L 4V9	683.55	CAD
VIBRO MEC JPB L TEE	8950, BOULEVARD INDUSTRIEL TROIS-RIVIERES (QUEBEC)	G9A 5E1	567.35	CAD
VITRERIE FOURNIER & FRERES INC	1280 GAY-LUSSAC, LOCAL # 100 BOUCHELVILLE (QUEBEC)	J4B 7G4	321.92	CAD
VWR INTERNATIONAL CO.	1820, RUE BREBEUF TROIS-RIVIERES (QUEBEC)	G8Z 2A5	87.57	CAD
WESTLUND	P.O. BOX 1137 COMMERCE COUR TORONTO (ONTARIO)	M5L 1K1	24.34	CAD
AMG CONVERSION	2400, RUE SIDBEC SUD TROIS-RIVIERES-QUEST (QUEBEC)	G8Z 4H1	157,701.80	CAD
SILICIUM QUEBEC SEC	SUITE 2500, 1000 DE LA GAUCHE, TIERE ST. WE MONTREAL QUEBEC	H3B 0A2	10,111.54	CAD
	6500 RUE YVON TRUDEAU BECANCOUR (QUEBEC)	G9H 2V8		

TAB D

This is Exhibit "D"
referred to in the Affidavit of
J. Thomas Timmins
sworn before me
this 12th day of April, 2012



Notary Public



**DAVIES WARD PHILLIPS & VINEBERG LLP**

44th Floor
1 First Canadian Place
Toronto Canada M5X 1B1

Tel 416 863 0900
Fax 416 863 0871
www.dwpv.com

February 17, 2012

Robin B. Schwill
Dir 416.863.5502
Dir Fax 416.863.0871
rschwill@dwpv.com

File No. 238936

BY E-MAIL

Ashley John Taylor
Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Dear Ashley:

Timminco Limited

We are counsel to J. Thomas Timmins in connection with the above-noted matter.

As you may know, Timminco Limited has continuing contractual obligations owing to my client pursuant to an agreement made as of September 19, 1996 as amended by way of a letter agreement dated May 28, 2001 (collectively, the "**Consulting Agreement**").

Among other things, the Consulting Agreement provides for a monthly consulting fee of \$20,833.33 to be paid to my client on the first day of each month.

My client informs me that these monthly payments for January 2012 and February 2012 have not been paid without any prior warning or reason for non-payment being provided to my client. In this regard, we note that paragraph 7 of the initial order made January 3, 2012 permits Timminco Limited to pay all outstanding amounts owed to any Assistants (as defined therein) payable on or after the date of the initial order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements. Accordingly, there would appear to be no legitimate reason for no longer honouring the payment obligations to my client.

Page 2

DAVIES WARD PHILLIPS & VINEBERG LLP

Please also keep in mind that the payments made under the Consulting Agreement continue to support my client's confidentiality and non-competition covenants contained therein.

Sincerely,



Robin B. Schwill

RBS/dy

cc: Steven Weisz, *Blake, Cassels & Graydon LLP*
J. Thomas Timmins

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9
Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

Maria Konyukhova
Direct: (416) 869-5230
Fax: (416) 947-0866
E-mail: mkonyukhova@stikeman.com

BY E-MAIL

March 9, 2012
File No.: 121219.1025

Davies Ward Phillips & Vineberg LLP
1 First Canadian Place, 44th Floor
Toronto, ON, M5X 1B1

Attention: Robin B. Schwill

**Re: In the matter of a plan of compromise or arrangement of Timminco Limited ("Timminco") and Bécancour Silicon Inc. (together with Timminco, the "Timminco Entities")
Court File No. CV-12-9539-00CL**

And Re: J. Thomas Timmins

Dear Mr. Schwill,

We are writing further to your letter of February 17, 2012 with respect to an agreement between Timminco and Mr. Timmins (the "Consulting Agreement").

As you are aware, on January 3, 2012, the Timminco Entities obtained an Order (the "Initial Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") granting them protection from their creditors. FTI Consulting Canada Inc. was appointed as Monitor of the Timminco Entities (the "Monitor"). Paragraph 7 of the Initial Order provides as follows:

... the Timminco Entities shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- a) *all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses, and similar amounts owed to any Assistants, payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;...*

[Emphasis added]

Timminco's obligations under the Consulting Agreement are pre-filing obligations which can be stayed and suspended in CCAA proceedings.

TORONTO
MONTREAL
OTTAWA
CALGARY
VANCOUVER
NEW YORK
LONDON
SYDNEY

STIKEMAN ELLIOTT

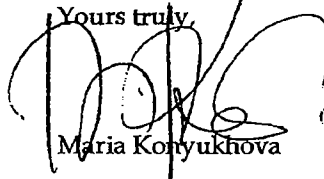
As has been described in great detail in various Court filings made by the Timminco Entities during the course of their CCAA proceedings, the Timminco Entities were (and are) facing severe liquidity issues which necessitated them to cease making payments with respect to many of their pre-filing obligations in order to preserve their ability to continue operating and implement a successful sale of their assets for the benefit of their stakeholders.

The Timminco Entities' severe cash constraints also forced them to seek and obtain debtor-in-possession financing. Under the DIP Agreement with QSI Partners Ltd. (the "DIP Lender") (approved by the Court on February 8, 2012), the Timminco Entities are restricted to use the proceeds of the DIP facility for the purpose of funding operating costs, expenses and liabilities in accordance with the cash flow projections which must be in form and substance satisfactory to the DIP Lender and which do not provide for payment of the monthly payments under the Consulting Agreement. Accordingly, making such payments will result in an event of default under the DIP Agreement which will entitle the DIP Lender to refuse to consent to any further advances under the DIP Agreement. Without the ability to access further funds under the DIP Agreement, the Timminco Entities will be forced to cease operating to the detriment of their various stakeholders.

Accordingly, and regrettably, the Timminco Entities are unable to recommence the payment of the monthly payments under the Consulting Agreement.

Please do not hesitate to contact me if you wish to discuss the foregoing.

Yours truly,



Maria Konyukhova

cc. Peter Kalins, *Timminco Limited*
Ashley Taylor, *Stikeman Elliott LLP*
Nigel Meakin, *FTI Consulting Canada Inc.*



DAVIES WARD PHILLIPS & VINEBERG LLP

44th Floor
1 First Canadian Place
Toronto Canada M5X 1B1

Tel 416 863 0900
Fax 416 863 0871
www.dwpv.com

March 27, 2012

Robin B. Schwill
Dir 416.863.5502
Dir Fax 416.863.0871
rschwill@dwpv.com

File No. 238936

BY E-MAIL

Maria Konyukhova
Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Dear Ms Konyukhova:

Re: Timminco Limited ("Timminco")

Thank you for your letter of March 9, 2012.

Your letter mischaracterizes Timminco's obligations under the Consulting Agreement as pre-filing obligations. For your reference, I am attaching a copy of the Agreement made as of September 19, 1996 as amended by way of a letter agreement dated May 28, 2001 (collectively, the "Consulting Agreement"). As mentioned in my letter to Mr. Taylor dated February 17, 2012, the Consulting Agreement provides for a monthly consulting fee of \$20,833.33 to be paid to my client on the first day of each month. My client has remained available whenever from time to time requested by Timminco as required pursuant to the terms of the Consulting Agreement. Furthermore, my client continues to uphold the confidentiality and non-competition covenants contained in such agreement.

As the obligations under the Consulting Agreement are the payment of a monthly consulting fee in return for obligations my client continues to uphold, these monthly payments are, in fact, post-filing obligations of Timminco which continue to accrue. This is especially the case since Timminco has chosen not to disclaim the Consulting Agreement pursuant to the provisions of Section 32 of the *Companies' Creditors Arrangement Act* (the "CCAA"). In that regard, we do not believe that such a disclaimer is even possible as Timminco would not be able to show that the disclaimer will enhance the prospects of a viable compromise or arrangement being made and such disclaimer would likely cause significant financial hardship to my client. Accordingly, even if Timminco provides my client with a notice of disclaimer of the Consulting Agreement, my client will exercise its rights under Section 32(2) of the CCAA by applying to the court for an order that the Consulting Agreement not be disclaimed.

Lastly, to the extent that the court order made on February 8, 2012 in connection with the DIP Agreement referred to in your letter was to adversely affect the rights of my client, then my client should have been served with the motion materials seeking approval of such DIP Agreement on notice that such rights would be adversely affected upon approval of same. As my client had no notice of such motion and was not afforded an opportunity to make any submissions at a hearing of such motion the order approving the DIP Agreement or any consequences flowing therefrom are not binding upon my client.

If Timminco remains unprepared to honour its post-filing obligations to my client, then we will be forced to bring a motion to compel Timminco to honour such post-filing obligations.

Yours very truly,



Robin B. Schwill

RBS/dy
Enclosure

cc: Ashley Taylor, *Stikeman Elliott LLP*
Steven Weisz, *Blake, Cassels & Graydon LLP*
J. Thomas Timmins

TAB E

This is Exhibit "E"
referred to in the Affidavit of
J. Thomas Timmins
sworn before me
this 12th day of April, 2012



Notary Public

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9
Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

Maria Konyukhova
Direct: (416) 869-5230
Fax: (416) 947-0866
E-mail: mkonyukhova@stikeman.com

BYE-MAIL

March 30, 2012
File No.: 121219.1025

Davies Ward Phillips & Vineberg LLP
1 First Canadian Place, 44th Floor
Toronto, ON, M5X 1B1

Attention: Robin B. Schwill

Re: In the matter of a plan of compromise or arrangement of Timminco Limited ("Timminco") and Bécancour Silicon Inc. (together with Timminco, the "Timminco Entities")
Court File No. CV-12-9539-00CL

And Re: J. Thomas Timmins

Dear Mr. Schwill,

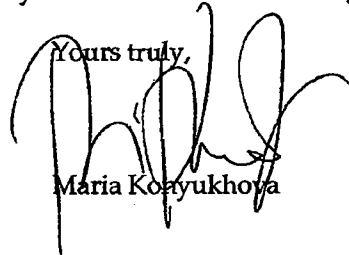
We are writing further to our exchange of correspondence with respect to an agreement between Timminco and Mr. Timmins (the "Consulting Agreement").

Without prejudice to our position that the obligations under the Consulting Agreement are pre-filing obligations, the Timminco Entities are hereby exercising their rights pursuant to Section 32 of the CCAA to disclaim or resiliate any agreement to which they were parties on the day on which proceedings under the CCAA were commenced. Along with the enclosed Form 4: *Notice by Debtor Company to Disclaim or Resiliate an Agreement* (the "Notice of Disclaimer"), this letter constitutes notice of the Timminco Entities' intention to disclaim the Consulting Agreement pursuant to subsection 32(1) of the CCAA effective as of 12:01 a.m. on April 30, 2012.

The Monitor has approved the disclaimer of the Consulting Agreement.

Please do not hesitate to contact me if you wish to discuss the foregoing.

Yours truly,



Maria Konyukhova

TORONTO
MONTREAL
OTTAWA
CALGARY
VANCOUVER
NEW YORK
LONDON
SYDNEY

STIKEMAN ELLIOTT

cc. Peter Kalins, *Timminco Limited*
Ashley Taylor, *Stikeman Elliott LLP*
Nigel Meakin, *FTI Consulting Canada Inc.*

FORM 4

NOTICE BY DEBTOR COMPANY TO DISCLAIM OR RESILIEATE AN AGREEMENT

To J. Thomas Timmins ("Timmins") and FTI Consulting Canada Inc. in its capacity as Court-appointed monitor (the "Monitor")

Take notice that:


1. Proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA") in respect of Timminco Limited ("Timminco") and Bécancour Silicon Inc. (together with Timminco, the "Timminco Entities") were commenced on the 3rd day of January, 2012.

2. In accordance with subsection 32(1) of the CCAA, the Timminco Entities give you notice of their intention to disclaim or resiliate the following agreement: the agreement made as of September 19, 1996 between Timmins and Timminco with respect to (a) consulting services to be provided to Timminco by Timmins and (b) Mr. Timmins' agreement not to compete with Timminco.

3. In accordance with subsection 32(2) of the CCAA, any party to the agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the agreement and to the Monitor, apply to court for an order that the agreement is not to be disclaimed or resiliated.

4. In accordance with paragraph 32(5)(a) of the CCAA, if no application for an order is made in accordance with subsection 32(2) of the CCAA, the agreement is disclaimed or resiliated on the 30th day of April, 2012, being 30 days after the day in which this notice has been given.


Dated at Toronto, Ontario, on March 30, 2012.

 Peter A. M. Kalins
President, C.C. & C.S.

Timminco Limited.
Debtor Company

The Monitor approves the proposed disclaimer or resiliation.

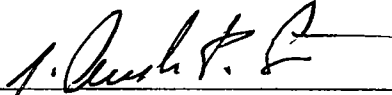
Dated at Toronto, Ontario on March 30, 2012.



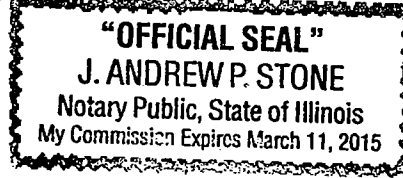
Monitor's representative responsible for the proceedings
FTI Consulting Canada Inc.

TAB F

This is Exhibit "F"
referred to in the Affidavit of
J. Thomas Timmins
sworn before me
this 12th day of April, 2012



Notary Public





Payout Annuity

Illustrated for Valued Client

Prepared on: April 09, 2012
 Rates guaranteed until: Midnight Eastern time, April 11, 2012
 Presented by: Philip Moller, CFP,CLU,CH.F.C.
 Illustration number: 229506
 Illustration status: Illustration

Plan details

Annuitant: Valued Client, male, born March 09, 1931
 Type of annuity: Single Life, providing income for life
 Purchase date: May 01, 2012
 Income starts: May 01, 2012
 Guaranteed period: 0 years
 Source of premium: \$2,195,424.30, NREG

Monthly income details

Income amount: \$20,833.00

If the annuity qualifies for prescribed taxation, the annual taxable amount is estimated to be \$0.00, which is based on an unreported gain of \$0.00.

This illustration is not a contract or an offer to contract. In the event a contract is applied for and issued, the contract terms will apply.



Payout Annuity

Other details to consider

Income from the \$2,195,424.30 of the NREG deposit, has been determined on a sex-distinct basis.

Changes to information

This illustration is based on the information you and your advisor have provided. You are responsible for the completeness and accuracy of the information. Any changes to the information in this illustration may result in a change to the actual income amount.

The final income amount and purchase date will be determined when your last premium is received by Sun Life Assurance Company of Canada. The pricing assumptions used to calculate the income amount will be determined using the pricing assumptions in effect at the time your advisor confirms the sale with us.

The rates used to calculate the income are guaranteed until midnight, Eastern time, on the rate guarantee date indicated on page 1. If your advisor confirms the sale before the end of the rate guarantee date, the rates are then guaranteed for 45 calendar days. The illustrated initial income amount is based on these rates and assumes that the full premium is received on the purchase date indicated.

A guaranteed rate does not mean the income amount will be as illustrated. The final income amount will be based on the actual purchase date, the actual premium amount and any changes to your personal information.

All required forms and premiums must be received at 227 King Street South, Waterloo, Ontario N2J 4C5 within 45 days of the date the sale is confirmed by your advisor. After this time this illustration is no longer valid and another illustration is required using the pricing assumptions in effect at that time.

Additional information about this product is available on our website at www.sunlife.ca.

If you have any questions about your illustration, please contact your advisor.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TIMMINCO LIMITED AND BÉCANCOUR SILICON INC.

Court File No. 12-CL-9539-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF J. THOMAS TIMMINS
(Sworn April 12, 2012)

DAVIES WARD PHILLIPS & VINEBERG LLP
Barristers and Solicitors
P.O. Box 63,
1 First Canadian Place
Toronto, ON M5X 1B1

Robin B. Schwill (LSUC # 384521)

Tel: (416) 863-5502

Fax: (416) 863-0871

Lawyers for J. Thomas Timmins

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TIMMINCO LIMITED AND BÉCANCOUR SILICON INC.

Court File No: 12-CL-9539-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE-
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**RESPONDING PARTY'S
MOTION RECORD**
(Returnable April 27, 2012)

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